

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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**PLAN SUPPLEMENT IN CONNECTION WITH THE CHAPTER 11 PLAN OF CCA
CONSTRUCTION, INC.**

Attached hereto is the Plan Supplement in connection with, and as defined in, the *Chapter 11 Plan of CCA Construction, Inc.* dated January 8, 2026 [Docket No. 649] (the “**Plan**”).² The documents, summaries, and other materials, each substantially in the form contained in this Plan Supplement, are integral to and part of the Plan.

The Debtor, consistent with the terms of the Plan, reserve the right to alter, amend, modify or supplement any document or exhibit in this Plan Supplement at any time before the Effective Date of the Plan, or any such other date as may be permitted by the Plan or by order of the Bankruptcy Court.

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

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.



24225482601290000000000001

Dated: January 29, 2026
New York, NY

/s/ Michael D. Sirota

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PLAN SUPPLEMENT DOCUMENTS

- **Exhibit A** – Schedule of Rejected Contracts and Leases
- **Exhibit B** – Stock Transfer Agreements
- **Exhibit C** – Exit Financing Facility
- **Exhibit D** – Purchased Asset Allocation
- **Exhibit E** – Reorganized Debtor’s New Board of Directors and Officers

Exhibit A

Schedule of Rejected Contracts and Leases

At this time, the Debtor does not anticipate rejecting any Executory Contracts or Unexpired Leases.

Exhibit B

Stock Transfer Agreements

MEMBERSHIP INTEREST TRANSFER AND ASSIGNMENT AGREEMENT

This MEMBERSHIP INTEREST TRANSFER AND ASSIGNMENT AGREEMENT (this “Agreement”), dated as of February [•], 2026, is by and between CCA Institute, Inc., a Delaware corporation (“Assignee”), and CCA Construction, Inc., a Delaware corporation (“Assignor”). Capitalized terms used herein without definition shall have the meanings ascribed to them in the Chapter 11 Plan (as defined below).

A. Assignor owns, beneficially and of record, all of the outstanding membership interests in Plaza Group Holdings, LLC, a Delaware limited liability company (the “Company”, and such interests the “Interests”).

B. Assignor is the sole member of the Company.

C. On December 22, 2024, the Assignor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, which case is being administered as Bankruptcy Case No. 24-22548 (CMG) before the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”).

D. On February [•], 2026, the Bankruptcy Court entered an order confirming the Assignor’s Chapter 11 Plan of Reorganization, dated January 8, 2026 (as may have been amended, modified, or supplemented, the “Chapter 11 Plan”);

E. In accordance with Section 5.2 of the Chapter 11 Plan and the transactions contemplated in the Chapter 11 Plan, Assignor wishes to sell, and Assignee wishes to buy, the Interests.

NOW, THEREFORE, in consideration of these premises, the mutual agreements herein set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, free and clear of any liens, and Assignee hereby purchases, receives, accepts and assumes from Assignor (a) all right, title and interest in and to the Interests and (b) all of Assignor’s duties and obligations under the Company’s limited liability company agreement (the “LLC Agreement”).

2. Admission. Notwithstanding any provision in the LLC Agreement to the contrary, contemporaneously with the assignment described in Section 1 of this Agreement, Assignee is hereby admitted to the Company as a substitute member of the Company and hereby agrees that it is bound by the LLC Agreement as a member.

3. Resignation. Notwithstanding any provision in the LLC Agreement to the contrary, immediately following the admission of Assignee as a substitute member of the Company, Assignor shall and does hereby resign from the Company as a member of the Company, and shall thereupon cease to be a member of the Company, and shall thereupon cease to have or exercise any right or power as a member of the Company.

4. Continuation of the Company. The parties hereto agree that the assignment of Interests and the resignation of Assignor as a member of the Company shall not dissolve the Company and that the business of the Company shall continue without dissolution.

5. LLC Agreement Amendment. The LLC Agreement is hereby deemed amended solely to reflect the foregoing, and all references in the LLC Agreement to Assignor are hereby amended to refer to Assignee. Except as hereby amended, the LLC Agreement shall remain in full force and effect.

6. Binding Effect; Amendments. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. No modification, amendment or waiver of any provision of, or consent or approval required by, this Agreement, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the party against whom enforcement of any such modification, amendment, waiver, consent or approval is sought.

7. Governing Law. This Agreement and any Proceeding arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the Law of the State of Delaware without regard to any conflicts of law principles that would require the application of any other Law.

8. Chapter 11 Plan Controlling. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, of Assignee or Assignor set forth in the Chapter 11 Plan. To the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of the Chapter 11 Plan, the Chapter 11 Plan will govern and control.

9. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile transmission or electronic transmission in portable document format (.pdf)), which when taken together shall constitute one and the same agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNEE

CCA INSTITUTE, INC.

By: _____

Name:

Title:

ASSIGNOR

CCA CONSTRUCTION, INC.

By: _____
Name:
Title:

STOCK TRANSFER AGREEMENT

THIS STOCK TRANSFER AGREEMENT (this “Agreement”), dated as of February [•], 2026 (the “Effective Date”), is made and entered into by and between CCA Construction, Inc., a Delaware corporation, (“Transferor”), and CCA Institute, Inc., a Delaware corporation, (“Transferee”).

WHEREAS, the Transferor holds 100% of the outstanding shares of common stock issued by CCA Civil, Inc., a Delaware corporation, (the “Company” and such shares, the “Shares”).

WHEREAS, on December 22, 2024, the Transferor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, which case is being administered as Bankruptcy Case No. 24-22548 (CMG) before the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”);

WHEREAS, on February [•], 2026, the Bankruptcy Court entered an order confirming the Transferor’s Chapter 11 Plan of Reorganization, dated January 8, 2026 (as may have been amended, modified, or supplemented, the “Chapter 11 Plan”);

WHEREAS, in accordance with section 5.2 of the Chapter 11 Plan and the transactions contemplated within the Chapter 11 Plan, the Transferor desires to convey, assign and transfer to Transferee, and Transferee desires to acquire and accept from Transferor, all of Transferee’s right, title and interest in and to the Shares, free and clear of all encumbrances (the “Transaction”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Stock Transfer. Transferor hereby conveys, assigns and transfers all of its right, title and interest in and to the Shares to the Transferee, and Transferee hereby acquires and accepts the Shares from Transferor, free and clear of all liens and encumbrances in accordance with the Chapter 11 Plan. Concurrently with the execution of this Agreement, the Transferor hereby delivers that certain Stock Transfer Power attached hereto as Exhibit A.

Further Assurances. From time to time after the date hereof, at the request of a party and without further consideration, each party shall execute and deliver, or cause to be executed and delivered, such additional instruments or documents, and shall take or cause to be taken such other actions, as such requesting party may reasonably request in order to consummate the Transaction more effectively.

Chapter 11 Plan Controlling. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, of Transferor or Transferee set forth in the Chapter 11 Plan. To the extent any terms and provisions of this Agreement are in any way

inconsistent with or in conflict with any term, condition or provision of the Chapter 11 Plan, the Chapter 11 Plan will govern and control.

Governing Law; Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without regard to the principles of conflicts of law thereof. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for any actions, suits or proceedings arising out of or relating to this Agreement.

Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed by facsimile signatures or signatures in .pdf format. Section headings are for the convenience only and in no way alter or limit the contractual obligations of the parties. This Agreement may be amended and the observance of any term of this Agreement may be waived only with the written consent of Transferee and Transferor.

Signature Pages Follows

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

CCA CONSTRUCTION, INC.

By: _____
Name:
Title:

CCA INSTITUTE, INC.

By: _____
Name:
Title:

[Signature page to Stock Transfer Agreement]

Exhibit A

Stock Transfer Power

STOCK TRANSFER POWER

For value received, CCA Construction, Inc., a Delaware corporation (“Transferor”), conveys, contributes, assigns, transfers and delivers to CCA Institute, Inc., a Delaware corporation (“Transferee”), all of the outstanding shares of common stock of CCA Civil, Inc., a Delaware corporation (“Company”), standing in the Transferor’s name on the Company’s books. In furtherance of the foregoing, the Transferor irrevocably constitutes and appoints each officer of the Company as the Transferor’s attorney in fact to transfer the Transferor’s equity interests described above and any related interests on the Company’s books and to take all necessary and appropriate action to effect any such transfer, with full power of substitution to Transferee.

CCA Construction, Inc.

By: _____
Name:
Its:

STOCK TRANSFER AGREEMENT

THIS STOCK TRANSFER AGREEMENT (this “Agreement”), dated as of February [•], 2026 (the “Effective Date”), is made and entered into by and between CCA Construction, Inc., a Delaware corporation, (“Transferor”), and CCA Institute, Inc., a Delaware corporation, (“Transferee”).

WHEREAS, the Transferor holds 100% of the outstanding shares of common stock issued by China Construction America of South Carolina, Inc., a Delaware corporation, (the “Company” and such shares, the “Shares”).

WHEREAS, on December 22, 2024, the Transferor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, which case is being administered as Bankruptcy Case No. 24-22548 (CMG) before the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”);

WHEREAS, on February [•], 2026, the Bankruptcy Court entered an order confirming the Transferor’s Chapter 11 Plan of Reorganization, dated January 8, 2026 (as may have been amended, modified, or supplemented, the “Chapter 11 Plan”);

WHEREAS, in accordance with section 5.2 of the Chapter 11 Plan and the transactions contemplated within the Chapter 11 Plan, the Transferor desires to convey, assign and transfer to Transferee, and Transferee desires to acquire and accept from Transferor, all of Transferee’s right, title and interest in and to the Shares, free and clear of all encumbrances (the “Transaction”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Stock Transfer. Transferor hereby conveys, assigns and transfers all of its right, title and interest in and to the Shares to the Transferee, and Transferee hereby acquires and accepts the Shares from Transferor, free and clear of all liens and encumbrances in accordance with the Chapter 11 Plan. Concurrently with the execution of this Agreement, the Transferor hereby delivers that certain Stock Transfer Power attached hereto as Exhibit A.

Further Assurances. From time to time after the date hereof, at the request of a party and without further consideration, each party shall execute and deliver, or cause to be executed and delivered, such additional instruments or documents, and shall take or cause to be taken such other actions, as such requesting party may reasonably request in order to consummate the Transaction more effectively.

Chapter 11 Plan Controlling. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, of Transferor or Transferee set forth in the Chapter 11 Plan. To the extent any terms and provisions of this Agreement are in any way

inconsistent with or in conflict with any term, condition or provision of the Chapter 11 Plan, the Chapter 11 Plan will govern and control.

Governing Law; Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without regard to the principles of conflicts of law thereof. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for any actions, suits or proceedings arising out of or relating to this Agreement.

Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed by facsimile signatures or signatures in .pdf format. Section headings are for the convenience only and in no way alter or limit the contractual obligations of the parties. This Agreement may be amended and the observance of any term of this Agreement may be waived only with the written consent of Transferee and Transferor.

Signature Page Follows

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

CCA CONSTRUCTION, INC.

By: _____
Name:
Title:

CCA INSTITUTE, INC.

By: _____
Name:
Title:

Exhibit A

Stock Transfer Power

STOCK TRANSFER POWER

For value received, CCA Construction, Inc., a Delaware corporation (“Transferor”), conveys, contributes, assigns, transfers and delivers to CCA Institute, Inc., a Delaware corporation (“Transferee”), all of the outstanding shares of common stock of China Construction America of South Carolina, Inc., a Delaware corporation (“Company”), standing in the Transferor’s name on the Company’s books. In furtherance of the foregoing, the Transferor irrevocably constitutes and appoints each officer of the Company as the Transferor’s attorney in fact to transfer the Transferor’s equity interests described above and any related interests on the Company’s books and to take all necessary and appropriate action to effect any such transfer, with full power of substitution to Transferee.

CCA Construction, Inc.

By: _____
Name:
Its:

Exhibit C

Exit Financing Facility

UNSECURED CREDIT AGREEMENT

Dated as of

February [●], 2026

by and among

CCA CONSTRUCTION, INC.,

as the Borrower,

CCA INSTITUTE, INC.

as the Guarantor,

CSCEC Holding Company, Inc.,

as the Agent,

and

THE OTHER PERSONS PARTY HERETO,

as the Lenders

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UNSECURED CREDIT AGREEMENT

This **UNSECURED CREDIT AGREEMENT** (as amended, restated, replaced, supplemented, or otherwise modified from time to time, this “Agreement”) is entered into as of [●], by and among **CCA CONSTRUCTION, INC.**, a Delaware corporation, as borrower (“CCA” or the “Borrower”); **CCA INSTITUTE, INC.**, a Delaware corporation, as guarantor (“CCA Institute,” or the “Guarantor”); **CSCEC HOLDING COMPANY, INC.**, as agent for the Lenders (solely in such capacity, together with its successors and assigns in such capacity, the “Agent”); and the other Persons from time to time party hereto, as lenders (collectively, the “Lenders” and each, a “Lender”).

WITNESSETH:

WHEREAS, on December 22, 2024 (the “Petition Date”), CCA filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, which case is being administered as Bankruptcy Case No. 24-22548 (CMG) (the “Chapter 11 Case”) before the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”);

WHEREAS, pursuant to that certain Debtor-in-Possession Credit Agreement, dated as of December 23, 2024 (the “DIP Credit Agreement”), by and among CCA and the lenders thereunder (the “DIP Lenders”), that was approved pursuant to interim and final orders entered by the Bankruptcy Court in the Chapter 11 Case, the DIP Lenders provided CCA with a commitment to fund up to \$40,000,000 aggregate principal amount of Loans (the “DIP Loans”);

WHEREAS, on [●], the Bankruptcy Court entered an order (the “Confirmation Order”) confirming CCA’s Chapter 11 Plan of Reorganization, dated December 30, 2025 (as may have been amended, modified, or supplemented, the “Plan of Reorganization”);

WHEREAS, pursuant to the Plan of Reorganization, (i) CCA became the Reorganized Debtor (as defined in the Plan of Reorganization), (ii) CCA Institute acquired certain assets of CCA pursuant to the Plan of Reorganization, (iii) each lender under the DIP Credit Agreement, as a holder of an Allowed DIP Claim (as defined in the Plan of Reorganization) received, in full and final satisfaction of such claim, (a) all of the equity interests in the Reorganized Debtor, and (b) its pro rata share of the Loans under this Agreement; and (iv) the DIP Credit Agreement was terminated and all obligations outstanding thereunder, which including principal, interest and fees totaled [\$35,492,262]¹ as of the Effective Date of the Plan of Reorganization, were satisfied and discharged by the exchange thereof on a cashless basis and without any cash payment by or on behalf of CCA, into the Loans under this Agreement in the principal amount of [\$35,492,262]², which exchange the parties acknowledge and agree constitutes payment in full and final satisfaction of all DIP Obligations under the DIP Credit Agreement (the “DIP Obligations”);

¹ NTD: To be updated.

² NTD: To be updated.

WHEREAS, CCA Institute has agreed to guarantee the collection of the Obligations of CCA under this Agreement, as part of the transactions contemplated under the Plan of Reorganization;

WHEREAS, in accordance with the Plan of Reorganization, the Lenders are willing to make available to the Borrower such credit facilities on the terms and under the conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants, agreements, representations, and warranties set forth in this Agreement, the parties hereto hereby covenant, agree, represent, and warrant as follows:

ARTICLE I THE CREDIT

1.1. Amounts and Terms of Commitments.

(a) Subject to the terms and conditions of this Agreement, each Lender severally and not jointly agrees, subject to satisfaction of the applicable conditions set forth in Article II, to make available to the Borrower a multi draw term loan facility in an aggregate principal amount equal to up to \$40,000,000, with each Lender's commitment not to exceed the amount set forth opposite such Lender's name in Schedule 1.1 under the heading "Term Loan Commitments" (such amount being referred to herein as such Lender's "Term Loan Commitment," and such amounts collectively the "Term Loan Commitments").

(b) Amounts borrowed as Loans that are repaid or prepaid (whether as an optional prepayment or a mandatory prepayment) may not be reborrowed.

1.2. Evidence of Loans; Notes. The Loans made by each Lender with a Term Loan Commitment are evidenced by this Agreement and, if requested by such Lender, a Term Note (in a form reasonably acceptable to such Lender) payable to such Lender in an amount equal to the unpaid principal balance of the Loans held by such Lender. The Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain accounts or records of each credit extension hereunder and each assignment and assumption of a Lender's rights and obligations hereunder that is delivered to the Agent, at the Agent's office in a register, which shall set forth the names and addresses of the Lenders, and the Term Loan Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, and the Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Agent, as set forth in the Register, in respect of such matters, the accounts and records of the Agent shall control in the absence of manifest error.

1.3. Interest, Fees, and Other Amounts.

(a) Each Loan shall bear interest on the outstanding principal amount thereof from the date when made at a rate per annum equal to nine and one-half percent (9.50%); provided that, notwithstanding the foregoing, if such interest rate exceeds the maximum interest rate allowed by applicable law, then the interest rate shall instead be the maximum interest rate allowed by applicable law. Accrued interest on the Loans shall be payable, at the sole option of the Borrower, in cash or in kind, or in a combination of cash and in kind, in arrears, on each Interest Payment Date. At least five (5) Business Days prior to each Interest Payment Date (but not earlier than ten (10) Business Days prior to such Interest Payment Date), the Borrower may furnish to the Agent written notice of its election to pay the accrued and unpaid interest on some or all of the Loans in cash, rather than in kind. In the absence of such notice, the accrued and unpaid interest on the applicable Loans shall be paid in kind by adding such interest to the principal amount of the applicable Loans. Following any increase in the principal amount of any Loans, such Loans shall bear interest on such increased principal amount from and after the applicable Interest Payment Date.

(b) Upon the occurrence and during the continuation of an Event of Default, all Obligations shall bear interest on the outstanding principal amount thereof at a per annum rate equal to two percentage points (2.00%) above the per annum rate otherwise applicable hereunder upon notice from the Agent (at the direction of the Required Lenders). Any such notice may impose interest at the default rate retroactively to the date of the occurrence of the related Event of Default.

(c) All computations of fees, interest, and other amounts payable under this Agreement shall be made on the basis of a three hundred sixty-five (365)-day year and actual days elapsed. Interest, fees, and other amounts, as applicable, shall accrue during each period during which interest or such fees are computed from the first day thereof to the last day thereof.

(d) Except to the extent provided to the contrary herein, interest, all fees payable hereunder or under any of the other Loan Documents, and all costs and expenses reimbursable hereunder or under any of the other Loan Documents shall be due and payable, in arrears, on each Interest Payment Date. Once paid, the fees or any part thereof earned, due, and payable hereunder shall not be refundable under any circumstances (except as expressly provided herein or otherwise agreed). All fees earned, due, and payable hereunder shall be paid in U.S. Dollars in immediately available funds and shall be in addition to any reimbursement of the Lenders' and Agent's reasonable and documented out-of-pocket expenses to the extent reimbursable hereunder.

1.4. Procedure for Borrowing.

(a) The Borrower shall request a Borrowing by written notice delivered to the Agent in the form of a Notice of Borrowing reasonably acceptable to the Agent, which notice must be received prior to 12:00 p.m. (New York City time) on the date which is three (3) Business Days prior to the requested Borrowing date. Such Notice of Borrowing shall specify:

- (i) the amount of the Borrowing;

(ii) the proposed uses of the Borrowing in reasonable detail, which uses must be permitted by Section 4.4 hereof;

(iii) the requested Borrowing date, which shall be a Business Day; and

(iv) the account designated by the Borrower for disbursement of funds.

(b) Following receipt of a Notice of Borrowing and upon satisfaction of the applicable conditions set forth in Article II, each Lender shall, before 12:00 p.m. (New York City time) on the requested Borrowing date (or such other time mutually agreed to by the Lenders and the Borrower), make its ratable portion of the proposed Borrowing available to the account designated by the Borrower in the applicable Notice of Borrowing, in immediately available funds in Dollars.

1.5. Payments by the Borrower.

(a) The Borrower shall repay the full amount of principal outstanding of the Loans, together with all accrued and unpaid interest thereon and all fees and expenses due and owing hereunder, on the earlier of (i) the date of an Acceleration or (ii) the Maturity Date.

(b) All payments (including prepayments) made by or on behalf of the Borrower on account of principal, interest, fees, and other amounts required hereunder shall be made without set-off, recoupment, or counterclaim of any kind, and shall, except as otherwise expressly provided herein, be made to the Agent (for the ratable account of the Persons entitled thereto) at the address for payment (or account information) specified in the signature page hereof in relation to the Agent (or such other address (or account information) as the Agent may from time to time specify in accordance with Section 9.2), and shall be made in Dollars and in immediately available funds, no later than 12:00 p.m. (prevailing New York City time) on the date due. All payments received by the Agent after 12:00 p.m. on the date due may be deemed received on the next succeeding Business Day, and any applicable interest or fees shall continue to accrue. The Agent shall promptly distribute to each applicable Lender its pro rata share of such payment in like funds as received by wire transfer to the account designated by each such Lender to the Agent in writing.

(c) If any payment hereunder shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or fees, as the case may be.

(d) [Reserved]

(e) Each payment (excluding scheduled interest and amortization payments, which shall be paid as specified herein) made in respect of the Obligations shall be applied in the following order of priority:

(i) first, to any fees or expenses due and owing to the Agent or the Lenders hereunder, until all such fees and expenses have been paid in full;

(ii) second, to accrued and unpaid interest on the Term Loans, until all such accrued and unpaid interest has been paid in full;

(iii) third, to the then-outstanding principal of the Term Loans, until all such outstanding principal has been paid in full; and

(iv) last, to pay any other Obligation, until all such Obligations have been paid in full.

1.6. Optional Prepayments. The Borrower may, at any time and from time to time, upon written notice to the Agent, voluntarily prepay the Loans in whole or in part, without any premium or penalty. Such notice must be provided at least three (3) Business Days before the prepayment date and must specify the amount and date of the prepayment. Any prepayment of Loans shall include accrued interest on the amount prepaid. The Borrower may select the specific Borrowing or Borrowings (and the order of maturity) to be prepaid. Prepayments shall be made in full without setoff or deductions and will be distributed by the Agent to the Lenders according to their ratable shares.

1.7. Mandatory Prepayments. Upon the consummation of any sale, transfer, or other disposition of all or substantially all of the assets of the Borrower (whether in a single transaction or a series of related transactions), all outstanding Obligations shall become immediately due and payable, and the Borrower shall repay in full all outstanding principal, accrued and unpaid interest, fees, and all other amounts owing under this Agreement and the other Loan Documents.

1.8. Termination Date. The Term Loan Commitments shall automatically be reduced to zero and terminate upon the earliest of (A) an Acceleration, (B) the Maturity Date, or (C) the termination of the Term Loan Commitments in accordance with Section 7.2 hereof.

ARTICLE II CONDITIONS PRECEDENT

2.1. Conditions to Effectiveness of Credit Agreement. The effectiveness of this Agreement and the obligation of each Lender to advance any Loan hereunder is subject to satisfaction or waiver by the Lenders (in their sole discretion) of the following conditions:

(a) Credit Agreement. The Lenders and the Agent shall have received a counterpart of this Agreement executed by the Borrower.

(b) [Reserved]

(c) [Reserved]

(d) [Reserved]

(e) Payment of Fees and Expenses. The Borrower shall have reimbursed the Agent and the Lenders for fees, costs, and expenses due and owing pursuant to Section 9.4 (in each case, to the extent invoiced at least one (1) Business Day in advance).

(f) Litigation/Proceedings. There shall be no order, injunction or pending litigation that is not stayed in which there is a reasonable possibility of a decision that would have a Material Adverse Effect and no action, proceeding, investigation, regulation, legislation, or litigation shall have been instituted or threatened before any Governmental Authority seeking to enjoin, restrain or prohibit, or to obtain damages in respect of, or which is related to or arises out of this Agreement or any of the other Loan Documents or the transactions contemplated hereby and thereby and which, in the Lenders' reasonable judgment, would make it inadvisable to consummate the transactions contemplated by this Agreement or any of the other Loan Documents.

(g) Secretary's Certificate. The Agent shall have received a customary secretary's certificate for the Borrower and the Guarantor attaching (i) such party's articles of incorporation or organization or other similar document, certified by the applicable government authority; (ii) such party's bylaws or operating agreement; (iii) the resolutions of such party's board of directors or other appropriate governing body approving and authorizing the execution, delivery, and performance of the Loan Documents; and (iv) incumbency specimens.

(h) Other Information. (i) The Agent and the Lenders shall have received all documentation and other information about the Borrower that they reasonably determine is required by regulatory authorities under applicable "know your customer" and anti-money laundering laws, including the Patriot Act, and (ii) the Agent and the Lenders shall have received and be satisfied with such other information (financial or otherwise) or documentation with respect to the Borrower reasonably requested by the Agent or the Lenders, as applicable.

(i) Representations and Warranties. All representations and warranties by each of the Borrower and the Guarantor, as applicable, contained herein or in any other Loan Document shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of such date, except to the extent that such representation or warranty expressly relates to an earlier date (in which event such representation or warranty shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of such earlier date).

(j) No Default. No Default or Event of Default shall have occurred or shall be continuing or would result after giving effect to this Agreement and the other Loan Documents.

(k) [Reserved]

(l) DIP Credit Agreement Terminated. As contemplated by the Plan of Reorganization, the DIP Credit Agreement and related documents shall have been terminated and all unpaid DIP Loans shall have been paid in full or otherwise satisfied in full.

(m) Plan of Reorganization. The Plan of Reorganization shall be in full force and effect and shall not have been amended or modified in any manner adverse to the Agent or the Lenders or be subject to a stay or injunction (or similar prohibition) in effect with respect thereto or a motion to stay.

(n) Confirmation Order. The Confirmation Order shall be in full force and effect and shall not have been vacated, reversed, or modified in any manner adverse to the Agent or the

Lenders or be subject to a stay or injunction (or similar prohibition) in effect with respect thereto or a motion to stay, and shall constitute a final order of the Bankruptcy Court, and, unless waived by the Lenders, not be subject to appeal.

(o) Plan Effective Date. The Plan Effective Date shall occur concurrently with the Closing Date, and the Lenders shall have determined that all of the conditions precedent set forth in the Plan of Reorganization have been satisfied unless otherwise waived by the Lenders in their sole discretion.

2.2. Conditions to Each Borrowing. The obligation of each Lender to advance any Loan hereunder is subject to satisfaction or waiver by the Lenders of the following conditions, each as of the date of such Borrowing:

(a) Borrowing Notice. The Agent shall have received a Notice of Borrowing in accordance with Section 1.4(a).

(b) [Reserved]

(c) Representations and Warranties. All representations and warranties by each of the Borrower and the Guarantor, as applicable, contained herein or in any other Loan Document shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of the date of such Borrowing, except to the extent that such representation or warranty expressly relates to an earlier date (in which event such representation or warranty shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of such earlier date).

(d) No Default. No Default or Event of Default shall have occurred or shall be continuing or would result after giving effect to any Loans.

The request by the Borrower and acceptance by the Borrower of the proceeds of any Loan shall be deemed to constitute, as of the date thereof and the date of such Borrowing, a representation and warranty by the Borrower that the conditions in this Section 2.2 have been satisfied.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each of the Borrower and the Guarantor represents and warrants to the Agent and each Lender that the following are, and after giving effect to the funding of any Loan will be, true, correct, and complete in all respects as to itself:

3.1. Corporate Existence and Power. Each of the Borrower and the Guarantor:

(a) is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, organization, or formation, as applicable;

(b) has the power and authority and all governmental licenses, authorizations, Permits, consents, and approvals to own its assets, carry on its business as now conducted and as

proposed to be conducted, and to execute, deliver, and perform its obligations under the Loan Documents to which it is a party;

(c) is duly qualified and licensed and in good standing under the laws of each jurisdiction where its ownership, lease, or operation of Property or the conduct of its business requires such qualification or license; and

(d) is in compliance with all Requirements of Law, except to the extent that the failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.2. Corporate Authorization; No Contravention. The execution, delivery, and performance by each of the Borrower and the Guarantor of this Agreement and each other Loan Document shall have been duly authorized by all necessary corporate action and do not and will not:

(a) contravene the terms of any of such party's Organization Documents;

(b) conflict with or result in any breach or contravention of, or result in the creation of any Lien under, any document evidencing any contractual obligation to which such party is a party or any order, injunction, writ, or decree of any Governmental Authority to which such party or its Property is subject; or

(c) violate any Requirement of Law binding on such party or its Property, except to the extent that any such violation would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.3. Governmental Authorization; Consents. No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the Borrower's and the Guarantor's operation of their businesses or the execution, delivery, or performance by, or enforcement against, the Borrower or the Guarantor of this Agreement or any other Loan Document except those obtained or made on or prior to the date hereof.

3.4. Binding Effect. This Agreement and each other Loan Document shall constitute the legal, valid, and binding obligations of each of the Borrower and the Guarantor, enforceable against each of the Borrower and the Guarantor in accordance with its respective terms.

3.5. Litigation. Except for audits conducted by taxing authorities in the ordinary course of business, there are no actions, suits, proceedings, claims, or disputes pending, or to the best knowledge of the Borrower, threatened or contemplated, at law, in equity, in arbitration, or before any Governmental Authority, against the Borrower or any of its Properties that (a) purport to affect or pertain to this Agreement, any other Loan Document, or any of the transactions contemplated hereby or thereby or (b) either individually or in the aggregate, if determined adversely, would reasonably be expected to have a Material Adverse Effect.

3.6. Margin Regulations. The Borrower is not engaged in the business of purchasing or selling Margin Stock or extending credit for the purpose of purchasing or carrying Margin Stock.

3.7. Regulated Entities. None of the Borrower, any Person controlling the Borrower, or any controlled subsidiary of the Borrower is (a) an “investment company” within the meaning of the Investment Company Act of 1940 or (b) subject to regulation under the Federal Power Act, the Interstate Commerce Act, any state public utilities code, or any other federal or state statute, rule, or regulation limiting its ability to incur indebtedness or perform its Obligations under the Loan Documents.

3.8. Ownership and Possession of Property. The Borrower has (i) good, sufficient, and legal title to, and (ii) good and marketable title to (in the case of personal property) its assets as is necessary or used in the ordinary conduct of its business.

3.9. Full Disclosure. None of the representations or warranties made by each of the Borrower and the Guarantor in the Loan Documents as of the date such representations and warranties are made or deemed made, and none of the statements contained in each exhibit, report, statement, or certificate furnished by or on behalf of the Borrower or the Guarantor, as applicable, in connection with the Loan Documents (including the offering and disclosure materials, if any, delivered by or on behalf of the Borrower or the Guarantor, as applicable, to the Agent or the Lenders prior to the date hereof), contains any untrue statement of a material fact or omits any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading as of the time when made or delivered; provided that with respect to any projections, each of the Borrower and the Guarantor represents only that such projections were prepared in good faith based upon estimates, information, and assumptions believed to be reasonable.

3.10. Sanctions, Foreign Assets Control Regulations, and Anti-Money Laundering. To the extent applicable, the Borrower and each controlled subsidiary of the Borrower are in compliance in all material respects with all applicable economic sanctions laws, executive orders and implementing regulations of the United States, including but not limited to those promulgated by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), and of the United Nations Security Council, the European Union or any member state thereof, and the United Kingdom, and any other similar laws to which the Borrower and any of its controlled subsidiaries are subject (“Sanctions”), and all applicable anti-money laundering and counter-terrorism financing laws, including the U.S. Money Laundering Control Act, the Bank Secrecy Act and all regulations issued pursuant to it, and any other similar laws to which the Borrower and any of its controlled subsidiaries are subject. None of the Borrower or any of its controlled subsidiaries, or (to the Borrower’s knowledge) any of their respective directors, officers, employees, or agents is organized, resident, or located in a country or territory that is itself the target of comprehensive or country-wide sanctions at any relevant time (currently Cuba, Iran, Syria, North Korea, Sudan, the Crimea region, and the so-called Donetsk People’s Republic and Luhansk People’s Republic), or is otherwise the subject or target of any Sanctions or is owned or controlled by one or more Person that are the subject or target of any Sanctions, including but not limited to (a) a Person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the “SDN List”) with which a U.S. Person cannot deal with or otherwise engage in business transactions; (b) a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with such Person; or (c) a Person controlled by (including by virtue of the sanctioned person or entity being a director or owning voting shares or interests), or who is acting, directly or indirectly, for or on behalf of, any

person or entity on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited under U.S. law. No part of the proceeds will be used directly or indirectly for the purpose of financing, or with respect to, any activities or business of or with any country or person that is the subject or target of Sanctions.

3.11. Foreign Corrupt Practices Act. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain, or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977.

3.12. Fraudulent Transfer. No transfer of property is being made by the Borrower and no obligation is being incurred by the Borrower in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay or defraud either present or future creditors of the Borrower.

3.13. Payment of Taxes. All United States federal, state, and local and non-U.S. tax returns and reports of the Borrower required to be filed by the Borrower has been filed. All United States federal, state and local and non-U.S. Taxes, assessments, fees, and other governmental charges levied or imposed upon the Borrower, or the Borrower's properties, income or assets, in each case, that are due and payable have been paid (whether or not shown on any tax return), other than Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves are being maintained in accordance with GAAP. The Borrower has satisfied all of its material withholding Tax obligations. The Borrower is not aware of any proposed Tax assessment against the Borrower with respect to United States federal, state or local or non-U.S. Taxes.

ARTICLE IV AFFIRMATIVE COVENANTS

Each of the Borrower and the Guarantor, as applicable, covenants and agrees that, so long as any Lender shall have any Term Loan Commitment hereunder, or any Loan shall remain unpaid, unsatisfied or outstanding:

4.1. Notices; Other Information.

(a) The Borrower shall promptly forward or make available to the Agent and the Lenders any such business, financial, corporate affairs, and other information regarding the Borrower and its subsidiaries, as the Agent or any Lender may from time to time reasonably request. For the avoidance of doubt, each Lender may share any such information, on a confidential basis, with any of such Lender's affiliates, employees, and financing sources.

(b) The Borrower shall deliver to the Agent and the Lenders (i) promptly upon it becoming aware of any Default, notice of such default, and (ii) promptly upon becoming aware of any litigation threatened in writing against the Borrower or filed, or any event, which would reasonably be expected to have a Material Adverse Effect, notice of such event.

4.2. Compliance with Laws; Maintenance of Existence. The Borrower (a) shall comply with all Requirements of Law of any Governmental Authority having jurisdiction over it or its business, except where the failure to comply would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; (b) shall preserve, renew, and keep in full force and effect its organizational existence (including being in good standing in its jurisdiction of incorporation or formation); and (c) shall take all reasonable action to maintain all necessary or desirable governmental licenses, authorizations, Permits, consents, and approvals to own its assets and carry on its business.

4.3. Use of Proceeds. The proceeds of the Loans shall be used solely to (a) pay reasonable fees, costs, and expenses of the Agent and Lenders as contemplated by the Loan Documents (b) provide working capital and for other general corporate purposes of the Borrower, and (c) satisfy, on a cashless basis, the obligations under the DIP Credit Agreement.

4.4. Further Assurances. Promptly upon request by the Agent (and the Agent shall make such request upon the direction of the Lenders), each of the Borrower and the Guarantor shall take such additional actions and execute such documents as the Agent or the Lenders may reasonably require from time to time in order (a) to carry out more effectively the purposes of this Agreement or any other Loan Document, and (b) to better assure, convey, grant, assign, transfer, preserve, protect, and confirm to the Agent and the Lenders the rights granted or now or hereafter intended to be granted to the Agent or the Lenders under any Loan Document.

4.5. Insolvency. Other than the Chapter 11 Case, in which CCA has become the Reorganized Debtor as of the Effective Date and is no longer a debtor in possession, no insolvency or bankruptcy proceedings of any nature are now pending or threatened by or against the Borrower or the Guarantor.

4.6. OFAC; Anti-Money Laundering. The Borrower shall comply with the laws, regulations, and executive orders referred to in Sections 3.10 and 3.11.

4.7. Insurance. At the Borrower's expense, the Borrower shall maintain insurance with respect to its properties and assets covering loss or damage by fire, theft, explosion, and all other hazards and risks as ordinarily are insured against by other Persons engaged in the same or similar businesses and consistent with the Borrower's usual and customary insurance policies. The Borrower shall maintain general liability, director's and officer's liability insurance, fiduciary liability insurance, and employment practices liability insurance, as well as insurance against larceny, embezzlement, and criminal misappropriation. All such policies of insurance shall be with responsible and reputable insurance companies and in such amounts as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located and in any event in amount, adequacy, and scope reasonably satisfactory to the Agent.

4.8. Maintenance of Properties; Permits. The Borrower shall (a) maintain and preserve the assets that are necessary to the proper conduct of its business in good working order and condition, ordinary wear, tear, and casualty excepted to the extent permitted by the Approved Budget; (b) comply with the material provisions of all material leases related to any of its assets, so as to prevent the loss or forfeiture thereof; and (c) maintain, comply with, and keep in full force and effect its Permits with respect to any of its assets.

4.9. Taxes. The Borrower shall or shall cause all assessments and Taxes imposed, levied, or assessed against the Borrower to be paid in full as the same shall become due and payable, before delinquency or before the expiration of any extension period.

4.10. Books and Records; Inspection. Each of the Borrower and the Guarantor will maintain proper books of record and account in which entries that are full, true, and correct in all material respects and are in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of the Borrower and the Guarantor, as applicable. Each of the Borrower and the Guarantor shall permit the Agent and each of its duly authorized representatives or agent to visit any of its properties and inspect any of its books and records, to conduct appraisals and valuations, to examine and make copies of its books and records, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its officers and employees at such reasonable times and intervals as Lender may reasonably require and, so long as no Default or Event of Default exists, with reasonable prior notice to the Borrower and the Guarantor, as applicable.

4.11. Environmental. The Borrower shall:

- (a) keep its assets owned or operated by it free of any Environmental Liens;
- (b) comply with all applicable Environmental Laws, except where the failure to so comply would not reasonably be expected result in a Material Adverse Effect;
- (c) promptly notify the Agent of any release of which the Borrower has knowledge of a Hazardous Material in any reportable quantity from or onto property owned or operated by the Borrower that would reasonably be expected to result in a Material Adverse Effect; and
- (d) promptly, but in any event within five (5) Business Days of its receipt thereof, provide the Agent with written notice of any of the following: (i) written notice that an Environmental Lien has been filed against any of its material assets; (ii) commencement of any Environmental Action or written notice that an Environmental Action will be filed against the Borrower; and (iii) written notice of a violation, citation, or other administrative order from a Governmental Authority.

4.12. Disclosure Updates. The Borrower shall promptly, and in no event later than three (3) Business Days after obtaining actual knowledge thereof, notify the Agent of any material inaccuracy or material misstatements contained in any schedule or report delivered by or on behalf of the Borrower pursuant to the terms of this Agreement. The foregoing to the contrary notwithstanding, any notification pursuant to the foregoing provision will not cure or remedy the effect of the prior material inaccuracy or material misstatement nor shall any such notification have the effect of amending or modifying this Agreement or any of the schedules or reports hereto.

4.13. Further Assurances. Upon reasonable written notice from the Lenders, each of the Borrower and the Guarantor shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, things, agreements, documents, certificates, and instruments in connection with this Agreement and the other Loan Documents as the Lenders may reasonably request from time to time for the purpose of giving effect to the terms of this Agreement and the other Loan Documents immediately upon the request of the Lenders.

ARTICLE V
NEGATIVE COVENANTS

The Borrower hereby covenants and agrees that, on and after the effective date of this Agreement and until the date that the Term Loan Commitments hereunder have terminated and the principal of and interest on each of the Loans and all fees, expenses, and other amounts payable under any Loan Document (other than contingent indemnification obligations for which no claim or demand has been made) have been satisfied in full, in each case, without the prior written consent of the Required Lenders (that may be evidenced by an email from the Agent's counsel), the Borrower will not, and will not permit any of its controlled subsidiaries to, directly or indirectly:

5.1. Limitation on Liens. Make, create, incur, assume, or suffer to exist any Lien upon or with respect to any of its property or assets, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, other than Permitted Liens, without the prior written consent of the Required Lenders.

5.2. Margin Stock; Use of Proceeds. Use any portion of the Loan proceeds to purchase or carry Margin Stock or to repay or otherwise refinance indebtedness of others incurred to purchase or carry Margin Stock, or otherwise in any manner that is in contravention of any Requirement of Law or in violation of any Loan Document.

5.3. [Reserved].

5.4. Restrictions on Fundamental Changes. (a) Enter into any merger, consolidation, reorganization, or recapitalization, or reclassify its equity interests; (b) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution); (c) suspend or close a material portion of its business; (d) divide into two or more Persons pursuant to a "plan of division" or similar method; or (e) create, or reorganize into, one or more Persons, in each case, as contemplated under the laws of any jurisdiction; provided, however, that the restrictions described in clauses (a) through (e) above shall apply only to the extent that any such transactions do not provide for the payment in full and in cash, of all Loans hereunder.

5.5. Disposal of Assets. Convey, sell, lease, license, assign, transfer, or otherwise dispose of (or enter into an agreement to convey, sell, lease, license, assign, transfer, or otherwise dispose of) all or substantially all of the Borrower's property.

5.6. Change Name. Change its name, state of organization, or organizational identity.

5.7. Nature of Business. Make any change in the nature of its business or acquire any properties or assets that are not reasonably related to the conduct of such business activities; provided that the foregoing shall not prevent the Borrower from engaging in any business that is reasonably related or ancillary to its business.

5.8. Change of Control. Cause, permit, or suffer, directly or indirectly, any Change of Control unless such transaction constituting a Change of Control provides for payment in full and in cash of all Obligations.

5.9. Accounting Methods. Modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP) and as otherwise permitted hereunder.

5.10. Transactions with Affiliates. Other than of a type consistent with intercompany arrangements existing on the date hereof, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate on terms that are less favorable to the Borrower or such subsidiary, as the case may be, than those that might be obtained at the time from Persons who are not such an Affiliate.

5.11. [Reserved].

5.12. [Reserved].

5.13. [Reserved].

5.14. [Reserved].

5.15. Restricted Transactions. (a) Make a public announcement in respect of, enter into any agreement or letter of intent with respect to, attempt to consummate or support any third party's attempt to consummate any transaction or agreement that would adversely impact the Loans, or (b) become a general partner in any general or limited partnership or joint venture.

ARTICLE VI GUARANTY

6.1. Guaranty. The Guarantor hereby unconditionally and irrevocably guarantees the collection of all Obligations of the Borrower now or hereafter existing under any Loan Document. This Article VI constitutes a guaranty of collection and not of payment, and no obligation shall arise on the part of the Guarantor unless and until the Agent and the Lenders have exhausted their remedies against the Borrower. The Guarantor also agrees to pay any and all reasonable and documented out-of-pocket expenses (including reasonable and documented out-of-pocket counsel fees and expenses) incurred by the Agent and the Lenders in enforcing any rights under this Article VI.

6.2. Guaranty Absolute. The liability of the Guarantor under this Article VI shall be irrevocable, absolute, and unconditional, and the Guarantor hereby irrevocably waives, to the extent permitted by applicable law, (i) any defenses (other than the defense of payment in full or failure to exhaust remedies) it may now or hereafter have, including any defense based on (a) any lack of validity or enforceability of any Loan Document, (b) any change in the terms of the Obligations or any amendment or waiver of any Loan Document, (c) any release of any guaranty for any of the Obligations, (d) any claim, set-off, or other right that the Guarantor may have against any Person, (e) any change in the structure or existence of the Borrower, or (f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any guarantor, (ii) promptness, diligence, and notice of acceptance, and (iii) any other notice with respect to the Obligations or this Article VI, except as otherwise required by the collection guaranty nature of the Guarantor's obligations hereunder. The Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and waives any right to revoke this Article VI. This Article VI shall be reinstated if any payment of

the Obligations is rescinded or must otherwise be returned upon the insolvency or bankruptcy of the Borrower.

6.3. Continuing Guaranty; Assignments. This Article VI is a continuing guaranty and shall (a) remain in full force and effect until the payment in full of the Obligations and all other amounts payable under this Article VI, (b) be binding upon the Guarantor, its successors, and assigns, and (c) inure to the benefit of the Agent and the Lenders and their successors, transferees, and assigns.

6.4. Subrogation. The Guarantor will not exercise any right of subrogation, reimbursement, exoneration, contribution, or indemnification against the Borrower arising from the Guarantor's obligations under this Article VI until all Obligations and all other amounts payable under this Article VI have been paid in full. If any amount is paid to the Guarantor in violation of the preceding sentence, such amount shall be held in trust for the benefit of the Agent and the Lenders and shall be paid to the Agent for application to the Obligations.

ARTICLE VII EVENTS OF DEFAULT

7.1. Events of Default. Any of the following shall constitute an "Event of Default":

(a) Non-Payment. The Borrower fails to pay (i) any principal or interest on any Loan when and as required to be paid herein or (ii) any other Obligation within three (3) Business Days from the date that such amount has become due;

(b) Representation or Warranty. Any representation, warranty, or certification by or on behalf of the Borrower or the Guarantor, as applicable, made or deemed made herein, in any other Loan Document, or which is contained in any certificate, document, or financial or other statement by any such Person, or their respective Responsible Officers, furnished at any time under this Agreement, or in or under any other Loan Document, shall prove to have been incorrect in any material respect (without duplication of other materiality qualifiers contained therein) on or as of the date made or deemed made, and such condition is not cured within five (5) Business Days after the date upon which (a) such default is known or reasonably should have become known to any officer of the Borrower or the Guarantor, as applicable, or (b) the Borrower or the Guarantor, as applicable, has received notice thereof.

(c) Covenant Default. The Borrower or the Guarantor, as applicable, shall default in the observance or performance of any agreement contained in Section 4.6 or Article V of this Agreement, and such condition is not cured within five (5) Business Days after the date upon which (a) such default is known or reasonably should have become known to a Responsible Officer of the Borrower or the Guarantor, as applicable, or (b) the Borrower or the Guarantor, as applicable, has received notice thereof.

(d) Other Covenant Defaults. The Borrower or the Guarantor, as applicable, fails to perform or observe any term, covenant or agreement contained in this Agreement (other than as provided in paragraphs (a) through (c) of this Section 7.1) or any other Loan Document, and such default shall continue unremedied for a period of ten (10) days after the earlier to occur of (x) the date upon which a Responsible Officer of the Borrower or the Guarantor, as applicable, becomes

aware of such default and (y) the date upon which notice thereof is given to the Borrower or the Guarantor, as applicable, by the Agent.

(e) Insolvency. (i) The Borrower or the Guarantor, as applicable, becomes insolvent, or suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or is generally unable to or fails to pay its debts as they become due, or makes a general assignment for the benefit of creditors; (ii) the Borrower or the Guarantor, as applicable, files a voluntary petition in bankruptcy, or seeks to effect a plan or other arrangement with creditors or any other relief under any Bankruptcy Code, or under any applicable law granting relief to debtors, whether now or hereafter in effect; (iii) any involuntary petition or proceeding pursuant to any Bankruptcy Code or any other applicable law relating to bankruptcy, reorganization or other relief for debtors is filed or commenced against the Borrower or the Guarantor, as applicable, and is not dismissed, stayed or vacated within sixty (60) days thereafter; (iv) the Borrower or the Guarantor, as applicable, files an answer admitting the jurisdiction of the court and the material allegations of any involuntary petition; (v) the Borrower or the Guarantor, as applicable, is adjudicated bankrupt, or an order for relief is entered by any court of competent jurisdiction under any Bankruptcy Code or any other applicable law relating to bankruptcy, reorganization or other relief for debtors; (vi) the Borrower or the Guarantor, as applicable, voluntarily ceases to conduct its business in the ordinary course; or (vii) the Borrower or the Guarantor, as applicable, takes any corporate action authorizing or in furtherance of any of the foregoing.

(f) Guarantee: (i) The Guarantee described in Article VI hereof or any material provision thereof shall cease to be in full force and effect; (ii) the Guarantor shall deny or disaffirm its obligations under the Guarantee; or (iii) the Guarantor shall default in the performance or observance of any term, covenant, or agreement on its part to be performed or observed pursuant to the Guarantee described in Article VI hereof.

7.2. Remedies. Except in the case of clause (a) below which shall require no prior written notice, on not less than five (5) Business Days' prior written notice by the Agent to counsel for the Borrower, upon the occurrence and continuance of an Event of Default except as provided in this Section 7.2, the Agent may, and at the direction of the Required Lenders shall:

(a) Declare, on a pro rata basis, all or any portion of the Term Loan Commitments to be suspended or terminated, whereupon such Term Loan Commitments shall forthwith be suspended or terminated; and

(b) Declare all or any portion of the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Documents to be immediately due and payable (such event being referred to herein as an "Acceleration") without presentment, demand, protest, or (except as provided above) other notice or other requirements of any kind, all of which are hereby expressly waived by each of the Borrower and the Guarantor.

Neither of the Borrower nor the Guarantor shall seek to enjoin, hinder, delay, or object to the Agent's exercise of rights and remedies in accordance with this Agreement, and at any proceeding with respect to the Agent's exercise of rights and remedies, neither of the Borrower nor the

Guarantor shall be entitled to raise any substantive objections, other than to challenge the occurrence of the relevant Event of Default. To the extent an Event of Default occurs as a result of the Borrower's failure to indefeasibly satisfy the Obligations in full by the Maturity Date, each of the Borrower and the Guarantor waives any right (a) to any notice period set forth in this Section 7.2 (except to the extent a notice period is required by operation of law) and (b) to challenge whether or not the Maturity Date or an Event of Default has occurred.

7.3. Rights Not Exclusive. The rights and remedies provided for in this Agreement and the other Loan Documents are cumulative and are not exclusive of any other rights, powers, privileges, or remedies provided by law or in equity, or under any other instrument, document or agreement now existing or hereafter arising. No exercise by the Agent or the Lenders of one right or remedy shall be deemed an election, and no waiver by the Agent or the Lenders of any Event of Default shall be deemed a continuing waiver. No delay by the Agent or the Lenders shall constitute a waiver, election, or acquiescence by it.

ARTICLE VIII THE AGENT

8.1. Authorization and Action.

(a) Each Lender hereby irrevocably appoints CSCEC Holding Company, Inc. to act on its behalf as the Agent hereunder and under the other Loan Documents and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof and thereof, together with such actions and powers as are reasonably incidental thereto.

(b) The provisions of this Article are solely for the benefit of the Agent and the Lenders, and none of the Borrower, the Guarantor, or any other Person shall have rights as a third-party beneficiary of any of such provisions.

8.2. The Agent Individually.

(a) Any Person serving as the Agent hereunder who is also a Lender shall have the same rights and powers in its capacity as a Lender and may exercise the same as though it were not the Agent. Each such Person and its affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower, the Guarantor, or an affiliate thereof as if such Person were not the Agent hereunder and without any duty to account therefor to the Lenders.

(b) Each Lender acknowledges that the Agent and its affiliates are engaged in a wide range of financial activities and businesses and may engage in such activities with or on behalf of the Borrower, the Guarantor, or their affiliates. The Lenders acknowledge that, pursuant to such activities, the Agent or its affiliates may receive information regarding the Borrower, the Guarantor, or any of their affiliates (including information that may be subject to confidentiality obligations in favor of the Borrower, the Guarantor, or any of their affiliates) and acknowledge that the Agent shall not be under any obligation to provide such information to them.

8.3. Duties of the Agent: Exculpatory Provisions.

(a) The Agent's duties hereunder and under the other Loan Documents are solely mechanical and administrative in nature, and the Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Agent is required to exercise upon the written direction of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose it or any of its affiliates to liability or that is contrary to any Loan Documents or applicable law; and

(iii) except as expressly set forth herein and in the other Loan Documents, shall not have any duty to disclose or be liable for the failure to disclose, any information relating to the Borrower, the Guarantor, or any of their affiliates that is communicated to or obtained by the Agent or any of its affiliates in any capacity.

(b) The Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 9.1 or elsewhere herein) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment, in connection with its duties expressly set forth herein. The Agent shall not be deemed to have knowledge of any Default or the event or events that give or may give rise to any Default unless and until written notice describing such Default and such event or events is given to the Agent by the Borrower, the Guarantor, or any Lender.

8.4. Reliance by the Agent.

(a) The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document, or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of any Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Agent may presume that such condition is satisfactory to such Lender unless the Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Agent may consult with legal counsel (who may be counsel for the Borrower or the Guarantor, as applicable), independent accountants, and other experts selected by it and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants, or experts.

(b) The Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or such other number or percentage of the Lenders as shall be provided for herein or in the other Loan Documents) as it deems appropriate, and if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of the Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders; provided that the Agent shall not be required to take any action that, in its opinion or in the opinion of its counsel, may expose the Agent to liability or that is contrary to any Loan Document or applicable law.

8.5. Delegation of Duties. The Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Documents by or through any one or more sub-agents appointed by the Agent. The Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Persons. Each such sub-agent and the Related Persons of the Agent and each such sub-agent shall be entitled to the benefits of all provisions of this Article VIII (among other relevant provisions of this Agreement) and (as though such sub-Agents were the Agent under the Loan Documents) as if set forth in full herein with respect thereto; provided that the Agent shall not be responsible for the negligence or misconduct of any sub-agents.

8.6. Resignation of the Agent. The Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to appoint a successor, which shall be a commercial bank or financial institution reasonably acceptable to the Required Lenders. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after notice was given, then the Agent may (but shall not be obligated to) appoint a successor Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on such effective date and (a) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents, and (b) all payments, communications and determinations provided to be made by, to or through the retiring Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Agent as provided above. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges, and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article shall continue in effect for the benefit of such retiring Agent, its sub-agents, and their respective Related Persons in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as Agent under this Agreement. Upon resignation of the Agent, the fees paid to the Agent and the successor Agent shall be paid pro rata for the applicable years.

8.7. Non-Reliance on the Agent and Other Lenders.

(a) Each Lender confirms to the Agent, each other Lender and each of their respective Related Persons that it (i) possesses such knowledge and experience in financial and business matters that it is capable, without reliance on the Agent, any other Lender or any of their respective Related Persons, of evaluating the merits and risks (including tax, legal, regulatory, accounting and other financial matters) of entering into this Agreement, making Loans and other extensions of credit hereunder and under the other Loan Documents and in taking or not taking actions hereunder and thereunder; (ii) is financially able to bear such risk; and (iii) has determined that entering into this Agreement and making Loans and other extensions of credit hereunder and under the other Loan Documents is suitable and appropriate for it.

(b) Each Lender acknowledges that it is solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Agreement and the other Loan Documents and that it has, independently and without reliance upon the Agent or any other Lender or any of their respective Related Persons and based on such documents and information, as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agent or any other Lender or any of their Related Persons and based on such documents and information as it shall from time to time deem appropriate, continue to be solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Agreement and the other Loan Documents, including:

(i) the financial condition, status, and capitalization of the Borrower or the Guarantor, as applicable;

(ii) the legality, validity, effectiveness, adequacy, or enforceability of this Agreement and each other Loan Documents and any other agreement, arrangement, or document entered into, made or executed in anticipation of, under, or in connection with any Loan Documents;

(iii) determining compliance or non-compliance with any condition hereunder to the making of Loans; and

(iv) the adequacy, accuracy, and/or completeness of any of the information delivered by the Agent, any other Lender, or by any other Person under or in connection with this Agreement or any other Loan Documents, the transactions contemplated by this Agreement and the other Loan Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Loan Documents.

8.8. Indemnification. Each Lender severally agrees to indemnify and hold harmless the Agent (to the extent not promptly reimbursed by the Borrower or the Guarantor, as applicable) from and against such Lender's ratable share of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against the Agent in any way relating to or arising out of the Loan Documents or any action taken or omitted by the Agent under the Loan Documents (collectively, the "Indemnified Costs"); provided that no Lender shall be liable

for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements resulting from the Agent's gross negligence or willful misconduct as found in a final, non-appealable judgment by a court of competent jurisdiction; provided, further, that any act taken with the consent or in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to not constitute gross negligence or willful misconduct for purposes of this Agreement. Without limitation of the foregoing, each Lender agrees to reimburse the Agent promptly upon demand for its ratable share of any costs and expenses (including, without limitation, reasonable fees and disbursements of counsel) payable by the Borrower or the Guarantor, as applicable, hereunder, to the extent that the Agent is not promptly reimbursed for such costs and expenses by the Borrower or the Guarantor, as applicable. In the case of any investigation, litigation, or proceeding giving rise to any Indemnified Costs, this Section 8.8 applies whether any such investigation, litigation, or proceeding is brought by any Lender or any other Person and whether or not the Agent is a party to such investigation, litigation, or proceeding. Without prejudice to the survival of any other agreement of any Lender hereunder, the agreement and obligations of each Lender contained in this Section 8.8 shall survive the payment in full of principal, interest, and all other amounts payable hereunder and under the other Loan Documents.

ARTICLE IX MISCELLANEOUS

9.1. Amendments and Waivers.

(a) No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent with respect to any departure by the Borrower or the Guarantor, as applicable, therefrom, shall be effective unless the same shall be in writing and signed by the Agent, the Required Lenders, the Borrower, and the Guarantor, and then such waiver shall be effective only in the specific instance and for the specific purpose for which given; provided that no amendment or waiver shall:

(i) reduce or forgive the amount or extend the scheduled date of maturity of any Loan or reduce the stated rate of any interest or fee payable hereunder (other than as a result of any waiver of the applicability of any post-default increase in interest rate) or extend the scheduled date of any payment thereof or increase the amount or extend the expiration date of any Lender's Term Loan Commitment or change the currency in which any Loan is payable, in each case without the consent of each Lender directly and adversely affected thereby (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default shall not constitute an increase of the Term Loan Commitment of any Lender);

(ii) amend, modify, or waive any provision of this Section 9.1(a) or reduce the percentage specified in the definition of "Required Lenders" or consent to the assignment or transfer by the Borrower or the Guarantor, as applicable, of any of its rights and obligations under this Agreement and the other Loan Documents, in each case, without the written consent of all the Lenders; or

(iii) [Reserved].

(b) No amendment, waiver, or consent to this Agreement or any other Loan Document shall become effective prior to delivery of a copy of such amendment, waiver, or consent to the Lenders;

9.2. Notices.

(a) Addresses. All notices and other communications required or expressly authorized to be made by this Agreement shall be given in writing or by Electronic Transmission, unless otherwise expressly specified herein, and addressed to the address set forth on the applicable signature page hereto.

(b) Effectiveness. All communications described in clause (a) above and all other notices, demands, requests, and other communications made in connection with this Agreement shall be effective and be deemed to have been received (i) if delivered by hand, upon personal delivery; (ii) if delivered by overnight courier service, one (1) Business Day after delivery to such courier service; (iii) if delivered by mail, three (3) Business Days after deposit in the mail; (iv) if by facsimile transmission, upon sender's receipt of confirmation of successful transmission; and (v) if by electronic mail, upon successful delivery.

(c) Each Lender and the Agent shall notify the Borrower and the Guarantor in writing of any changes in the address to which notices to such Lender or the Agent should be directed.

9.3. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Agent or any Lender, any right, remedy, power, or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. No course of dealing between the Borrower, the Guarantor, the Agent, or any Lender shall be effective to amend, modify, or discharge any provision of this Agreement or any of the other Loan Documents.

9.4. Costs and Expenses; Indemnity; etc.

(a) Any action taken by the Borrower or the Guarantor, as applicable, under or with respect to any Loan Document, even if required under any Loan Document or at the request of the Agent or the Lenders, shall be at the expense of the Borrower or the Guarantor, as applicable, and neither the Agent nor the Lenders shall be required under any Loan Document to reimburse the Borrower or the Guarantor, as applicable, therefor. In addition, each of the Borrower and the Guarantor agrees to pay or reimburse the Agent and the Lenders for its reasonable and documented out-of-pocket fees, costs and expenses, whether accrued on, prior to, or after the Closing Date, which shall be part of the Obligations, in connection with:

(i) [Reserved];

(ii) the preparation, negotiation, execution, and administration of the Loan Documents and any other document prepared in connection therewith or the consummation and administration of any transaction contemplated therein, including any amendment, consent, waiver, assignment, restatement, or supplement thereto;

- (iii) the funding of the Loans;
- (iv) [Reserved];
- (v) any internal audit reviews and field examinations;
- (vi) the enforcement or preservation of any right or remedy under any Loan Document, or any Obligation;
- (vii) the commencement, defense, conduct of, intervention in, or the taking of any other action (including preparation for and/or response to any subpoena or request for document production relating thereto) with respect to, any proceeding related to the Borrower, the Guarantor, any Loan Document, or any Obligation;
- (viii) [Reserved];
- (ix) [Reserved];
- (x) any refinancing or restructuring of the Loans in the nature of a “work-out”; and
- (xi) defending and prosecuting any actions or proceedings arising out of or relating to the Obligations or any transactions related to or arising in connection with the Loan Documents;

provided that, in the case of each of the foregoing clauses (i)-(xi), Attorney Costs shall be limited to one law firm on behalf of the Agent and the Lenders and, to the extent necessary, one local counsel in each relevant jurisdiction (and in the case of an actual or perceived conflict of interest, one additional law firm on behalf of the Agent or the affected Lender, as applicable).

(b) Each of the Borrower and the Guarantor, as applicable, agrees to indemnify, defend, and save and hold harmless (to the fullest extent permitted by law) the Agent and each Lender and each of their Related Persons and their respective officers, directors, employees, agents, and advisors (each, in its capacity as such, an “Indemnatee”) from and against, and shall pay on demand, any and all claims, damages, losses, liabilities, and expenses (including Attorney Costs) that may be incurred by or asserted or awarded against any Indemnatee, in each case arising out of or in connection with or by reason of (including in connection with any investigation, litigation, or proceeding or preparation of a defense in connection therewith) this Agreement, the other Loan Documents, the transactions contemplated hereby or thereby or the actual or proposed use of the proceeds of the Loans, except to the extent such claim, damage, loss, liability, or expense is found in a final, non-appealable judgment by a court of competent jurisdiction (or a settlement tantamount thereto) to have resulted from such Indemnatee’s bad faith, gross negligence, or willful misconduct; provided that any such Attorney Costs shall be limited to one law firm on behalf of the Agent and the Lenders and, to the extent necessary, one local counsel in each relevant jurisdiction (and in the case of an actual or perceived conflict of interest, one additional law firm on behalf of the Agent or the affected Lender, as applicable). In the case of an investigation, litigation, or other proceeding to which the indemnity applies, such indemnity shall be effective whether or not such investigation, litigation, or proceeding is brought by each of the Borrower and

the Guarantor, as applicable, and its directors, shareholders, or creditors, whether or not any Indemnitee is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. Each of the Borrower and the Guarantor, as applicable, also agrees not to assert any claim against (in each case, in its capacity as such) any Agent, any Lender, or any of their respective Related Persons on any theory of liability, for special, indirect, consequential, or punitive damages arising out of or otherwise relating to this Agreement, the other Loan Documents, the transactions contemplated hereby, or thereby or the actual or proposed use of the proceeds of the Loans.

(c) Any and all payments by or on account of any obligation of each of the Borrower and the Guarantor, as applicable, under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Requirements of Law. If any Taxes are required by applicable law to be deducted or withheld by the Borrower or the Guarantor, as applicable, or the Agent from or in respect of any amount payable under any Loan Document to a Lender, (i) the Borrower or the Guarantor, as applicable, or the Agent, as the case may be, shall make such deductions, (ii) the Borrower or the Guarantor, as applicable, or the Agent, as the case may be, shall timely pay the full amount deducted to the relevant taxing authority or other authority in accordance with applicable Requirements of Law, and in the case of a payment by the Borrower or the Guarantor, as applicable, deliver to the Agent an original or certified copy of a receipt evidencing such payment, and (iii) if such Taxes are Indemnified Taxes, the amount payable by the Borrower or the Guarantor, as applicable, shall be increased as necessary so that, after such deductions have been made (including such deductions applicable to additional amounts payable under this Section), such Lender receives the amount it would have received had no such deductions been made. Each of the Borrower and the Guarantor, as applicable, shall timely pay to the relevant taxing authority in accordance with applicable law, or, at the option of the Agent, timely reimburse the Agent for the payment of, any Other Taxes. Each of the Borrower and the Guarantor, as applicable, shall indemnify the Lender or the Agent, as applicable, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this subsection) payable or paid by such Lender or Agent or required to be withheld or deducted from a payment to such Lender or Agent and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant taxing authority. A certificate as to the amount of such payment or liability delivered to the Borrower by Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. Each Lender shall deliver to the Agent and the Borrower or the Guarantor, as applicable, and the Agent shall deliver to the Borrower or the Guarantor, as applicable, on or before the date on which such Person becomes a party to this Agreement and from time to time thereafter, such properly completed and executed Tax forms or other Tax documentation reasonably requested by the Agent or the Borrower or the Guarantor, as applicable, as will permit payments under the Loan Documents to be made without withholding or at a reduced rate of withholding or as may be required by the Agent or the Borrower to comply with the requirements of any taxing authority with respect to the transactions contemplated hereby. The obligations of each of the Borrower and the Guarantor, as applicable, under this Section 9.4(c) shall survive any assignment of rights by Lender but shall terminate upon repayment in full of all Obligations.

(d) If a Lender requests compensation for increased costs pursuant to clause (b) of this Section, each of the Borrower and the Guarantor, as applicable, is required to indemnify an Indemnitee pursuant to clause (c) of this Section, or each of the Borrower and the Guarantor, as applicable, is required to pay additional amounts to a Lender pursuant to clause (d) of this Section, then such Lender or Indemnitee shall, at the request of the Borrower and the Guarantor, as applicable, use reasonable efforts to mitigate the effects of the event giving rise to such request or payment.

(e) All the fees, costs, and expenses set forth in this Section 9.4 that have accrued on or prior to the Closing Date shall be paid by each of the Borrower and the Guarantor, as applicable, on such date (and may be netted out of Loans incurred on such date). Any amounts payable pursuant to this Section 9.4 following the Closing Date shall be paid within three (3) Business Days of receipt of an invoice relating thereto setting forth such expenses in reasonable detail.

9.5. Payments Set Aside. To the extent that any of the Agent or the Lenders receives a payment from the Borrower or the Guarantor, as applicable, from the exercise of their rights of setoff, any enforcement action or otherwise, and such payment is subsequently, in whole or in part, invalidated, declared to be fraudulent or preferential, set aside, or required to be repaid to a trustee, receiver, or any other party, then to the extent of such recovery, the Obligation or part thereof originally intended to be satisfied, and all rights and remedies therefor, shall be revived and continued in full force and effect as if such payment had not occurred.

9.6. Assignments. Neither the Borrower nor the Guarantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender. The rights and obligations of each Lender under this Agreement (including all or a portion of its Term Loan Commitment(s) and the Loans at the time owing to it) shall be assignable by such Lender without any consent of or notice to the Borrower and the Guarantor; provided that (a) the parties to each assignment shall execute and deliver to the Agent an assignment and assumption agreement in such form approved by the Agent acting reasonably, and (b) if the assignee is not a Lender, then the assignee shall deliver to the Agent all documentation and other information about such assignee that the Agent reasonably determines is required by regulatory authorities under applicable “know your customer” and anti-money laundering laws, and following the receipt by the Agent of the foregoing, it shall record the assignment in the Register. Notwithstanding the foregoing, no such assignment by a Lender shall be made (a) to any competitors of the Borrower or its Subsidiaries that have been specified to the Agent by the Company in writing from time to time, (b) any Persons designated in writing by the Borrower to the Agent on or prior to the Closing Date, and (c) any Affiliates of any Persons referenced in the foregoing clauses (a) and (b) that are either known Affiliates or are readily identifiable as Affiliates on the basis of such Affiliates’ names or identified in writing by the Borrower from time to time (any such Person described in subclauses (a) through (c), a “Disqualified Lender”).

9.7. Binding Effect. Subject to Section 2.1 hereof, this Agreement shall become effective when it shall have been executed by the Borrower, the Guarantor, the Agent and the Lenders and the Effective Date of the Plan of Reorganization has occurred. Thereafter, it shall be binding upon and inure to the benefit of the Borrower, the Guarantor, the Agent and each Lender and, in each case, their respective successors and permitted assigns.

9.8. Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

9.9. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

9.10. Captions. The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

9.11. Independence of Provisions. The parties hereto acknowledge that this Agreement and the other Loan Documents may use several different limitations, tests, or measurements to regulate the same or similar matters, and that such limitations, tests, and measurements are cumulative and must each be performed, except as expressly stated to the contrary in this Agreement.

9.12. Interpretation. This Agreement is the result of good faith negotiations among the parties hereto and has been reviewed by counsel to the Borrower, the Guarantor, the Agent, and each Lender. Accordingly, this Agreement and the other Loan Documents shall not be construed against the Borrower, the Agent, or the Lenders merely because of the Borrower, the Guarantor, the Agent's, or the Lenders' involvement in the preparation of such documents and agreements. Without limiting the generality of the foregoing, each of the parties hereto has had the advice of counsel with respect to Sections 9.14 and 9.15.

9.13. No Third Parties Benefited. This Agreement is made and entered into for the sole protection and legal benefit of the Borrower, the Guarantor, the Agent, and the Lenders and their successors and permitted assigns, and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. The Lenders shall not have any obligation to any Person who is not a party to this Agreement or the other Loan Documents.

9.14. Governing Law and Jurisdiction.

(a) Governing Law. The laws of the State of New York shall govern all matters arising out of or in connection with this Agreement, including its validity, interpretation, construction, performance, and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(b) Submission to Jurisdiction. Any legal action or proceeding with respect to any Loan Document shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern

District of New York, and in appellate courts from any of the foregoing, and, by execution and delivery of this Agreement, each party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(c) Service of Process. Each party hereto hereby irrevocably waives personal service of any and all legal process, summons, notices, and other documents and other service of process of any kind and consents to such service in any suit, action, or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

9.15. Waiver of Jury Trial. EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

9.16. Entire Agreement; Release; Survival.

(a) THE LOAN DOCUMENTS EMBODY THE ENTIRE AGREEMENT OF THE PARTIES AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS RELATING TO THE SUBJECT MATTER HEREOF AND ANY PRIOR LETTER OF INTEREST, COMMITMENT LETTER AND SIMILAR AGREEMENTS INVOLVING THE BORROWER, THE GUARANTOR, THE AGENT AND ANY LENDER OR ANY OF THE AGENT'S OR THE LENDERS' AFFILIATES RELATING HERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND ANY OTHER LOAN DOCUMENT, THE TERMS OF THIS AGREEMENT SHALL GOVERN (UNLESS OTHERWISE EXPRESSLY STATED IN SUCH OTHER LOAN DOCUMENT OR SUCH TERMS OF SUCH OTHER LOAN DOCUMENTS ARE NECESSARY TO COMPLY WITH APPLICABLE REQUIREMENTS OF LAW, IN WHICH CASE SUCH TERMS SHALL GOVERN TO THE EXTENT NECESSARY TO COMPLY THEREWITH).

(b) Execution of this Agreement by each of the Borrower and the Guarantor, as applicable, constitutes a full, complete, and irrevocable release of any and all claims against the Agent or any Lender (in each case, in its capacity as such), which each of the Borrower and the Guarantor, as applicable, may have at law or in equity in respect of all prior discussions and understandings, oral or written, relating to the subject matter of this Agreement and the other Loan Documents. In no event shall any Indemnitee be liable on any theory of liability for any special, indirect, consequential, or punitive damages (including any loss of profits, business, or anticipated

savings). Each of the Borrower and the Guarantor, as applicable, hereby waives, releases, and agrees not to sue upon any such claim for any special, indirect, consequential or punitive damages (including any loss of profits, business or anticipated savings), whether or not accrued and whether or not known or suspected to exist in its favor.

(c) Any indemnification or other protection provided to any Indemnitee pursuant to this Agreement shall (x) survive the termination of the Term Loan Commitments and the payment in full or other satisfaction of all other Obligations and (y) inure to the benefit of any Person that at any time held such a right thereunder (as an Indemnitee or otherwise) and, thereafter, its successors and permitted assigns.

9.17. Patriot Act. Each Lender and the Agent that is subject to the Patriot Act hereby notifies each of the Borrower and the Guarantor, as applicable, that pursuant to the requirements of the Patriot Act, it is required to obtain, verify, and record information that identifies the each of the Borrower and the Guarantor, as applicable, which information includes the name and address of each of the Borrower and the Guarantor, as applicable, and other information that will allow such Lender or the Agent to identify each of the Borrower and the Guarantor, as applicable, in accordance with the Patriot Act. Each of the Borrower and the Guarantor, as applicable, shall, promptly following a request by any Lender or the Agent, provide all documentation and other information that such Lender or the Agent, as applicable, reasonably requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money-laundering rules and regulations, including the Patriot Act. Each Lender acknowledges and agrees that neither such Lender, nor any of its affiliates, participants, or assignees, may rely on the Agent to carry out such Lender’s or its affiliate’s, participant’s, or assignee’s customer identification program, or other obligations required or imposed under or pursuant to the Patriot Act or the regulations thereunder or any other anti-terrorism law, including any programs involving any of the following items relating to or in connection with each of the Borrower and the Guarantor, as applicable, any of its affiliates or agents, the Loan Documents, or the transactions hereunder: (a) any identity verification procedures; (b) any record keeping; (c) any comparisons with government lists; (d) any customer notices; or (e) any other procedures required under the Patriot Act or the regulations thereunder or such other laws.

ARTICLE X DEFINITIONS

10.1. Defined Terms. The following terms are defined in the Sections or subsections referenced opposite such terms:

<u>Term</u>	<u>Section</u>
Acceleration	7.2(b)
Agent.....	Preamble
Agreement.....	Preamble
Bankruptcy Court.....	Recitals
Borrowers.....	Preamble
CCA	Preamble
CCA Institute	Preamble
Chapter 11 Case	Recitals

<u>Term</u>	<u>Section</u>
Confirmation Order	Recitals
DIP Credit Agreement	Recitals
DIP Lenders	Recitals
DIP Loans	Recitals
DIP Obligations.....	Recitals
Event of Default	7.1
Indemnatee.....	9.4(b)
Lender	Preamble
Lenders.....	Preamble
OFAC	3.10
Petition Date.....	Recitals
Plan of Reorganization.....	Recitals
SDN List	3.10
Term Loan Commitment.....	1.1(a)

In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

“Affiliate” means, as to any Person, any other Person (a) that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, (b) who is a director or officer (i) of such Person, (ii) of any subsidiary of such Person, or (iii) of any Person described in clause (a) above with respect to such Person, or (c) that, directly or indirectly through one or more intermediaries, is the beneficial or record owner (as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended, as the same is in effect on the date hereof) of ten percent (10%) or more of any class of the outstanding voting equity interests, securities or other equity or ownership interests of such Person. For purposes of this definition, the term “control” (and the correlative terms, “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, whether through ownership of securities or other interests, by contract or otherwise.

“Attorney Costs” means all reasonable and documented fees and disbursements of any law firm or other external counsel acting for the Agent or any Lender hereunder and as permitted hereunder.

“Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

“Borrowing” means each borrowing under a Notice of Borrowing of Loan(s) by the Borrower from the Lenders pursuant to this Agreement.

“Business Day” means any day that is not a Saturday, Sunday, or a day on which banks are required or authorized to close in New York City.

“Capital Expenditures” means, with respect to any Person for any period, the aggregate of all expenditures by such Person during such period that are capital expenditures as

determined in accordance with GAAP, whether such expenditures are paid in cash or financed, except “Capital Expenditures” shall exclude any and all expenditures relating to or in accordance with a plan of reorganization.

“Change of Control” means, the acquisition, through purchase or otherwise (including the agreement to act in concert without anything more), by any Person or group (as such term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), after the date of this Agreement, of (i) the beneficial ownership, directly or indirectly, of fifty percent (50%) or more of the equity interests in the Borrower or (ii) all or substantially all of the assets of the Borrower.

“Closing Date” means [●].

“Contingent Obligation” means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to: (i) any indebtedness, lease, dividend, letter of credit, or other obligation of another; provided that, for avoidance of doubt, Contingent Obligations shall not include any guarantee or other obligations under surety bonds; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards, or merchant services issued or provided for the account of that Person; and (iii) all obligations arising under any agreement or arrangement designed to protect such Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term “Contingent Obligation” shall not include endorsements for collection or deposit in the ordinary course of business or earnouts or any similar obligations. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by Agent in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

“Default” means any event or circumstance that, with the passing of time or the giving of notice or both, would (if not cured or otherwise remedied during such time) become an Event of Default.

“Dollars,” “dollars” and “\$” each mean lawful money of the United States of America.

“Electronic Transmission” means each document, instruction, authorization, file, information, and any other communication transmitted, posted, or otherwise made or communicated by e-mail, facsimile, or E-Fax, or other customary electronic system.

“Environmental Action” means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter, or other written communication from any Governmental Authority, or any third party relating to or arising out of violations of Environmental Laws or releases of Hazardous Materials: (a) from any property owned, leased, or operated by the Borrower or its subsidiaries; (b) from adjoining properties or businesses of any such property; or (c) from or onto any facilities that received Hazardous Materials generated by the Borrower or its subsidiaries.

“Environmental Law” means any applicable federal, state, provincial, foreign or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy, or rule of common law now or hereafter in effect and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, in each case, to the extent binding on the Borrower, relating to the environment, the effect of the environment on employee health, or Hazardous Materials, in each case as amended from time to time.

“Environmental Liabilities” means all liabilities, monetary obligations, losses, damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts, or consultants, and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, or Remedial Action required, by any Governmental Authority or any third party, and which relate to any Environmental Action.

“Environmental Lien” means any Lien in favor of any Governmental Authority for Environmental Liabilities.

“Equity Interest” means, with respect to a Person, all of the shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock (or other ownership or profit interests or units), preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934).

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Lender or required to be deducted or withheld from a payment to a Lender: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, imposed as a result of such Lender being organized under the laws of, or having its principal office or lending office in, the jurisdiction imposing such Tax (or any political subdivision thereof); (b) U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender pursuant to a law in effect on the date on which such Lender becomes a party to this Agreement; or (c) Taxes attributable to such Lender’s failure to provide any Tax forms or Tax documentation reasonably requested by the Agent or the Borrower pursuant to Section 9.4(c).

“GAAP” means generally accepted accounting principles in the United States applied on a consistent basis.

“Governmental Authority” means any nation, sovereign, or government, any state or other political subdivision thereof, any agency, authority, or instrumentality thereof and any entity or authority exercising executive, legislative, taxing, judicial, regulatory, or administrative functions of or pertaining to government, including any central bank, stock exchange, regulatory body, arbitrator, public sector entity, supra-national entity (including the European Union and the European Central Bank), and any self-regulatory organization (including the National Association of Insurance Commissioners).

“Guarantee” of or by any Person means any obligation, contingent or otherwise, of the Guarantor guaranteeing the collection of, or having the economic effect of guaranteeing the collection of, any Indebtedness of any other Person in any manner, whether directly or indirectly; provided, however, that any such obligation shall be enforceable against the Guarantor only after the holder of such Indebtedness has exhausted its remedies against the primary obligor; and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness, (b) to purchase or lease property, securities, or services for the purpose of assuring the owner of such Indebtedness of the collection thereof, or (c) to maintain working capital, equity capital, or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness, in each case solely following the holder's exhaustion of remedies against the primary obligor; provided, further, that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business. For the avoidance of doubt, the Guarantor's liability hereunder is secondary in nature, and no obligation of payment shall arise on the part of the guarantor unless and until the holder has been unable to collect from the primary obligor following such exhaustion of remedies. The term “Guarantee” as a verb has a corresponding meaning.

“Guarantor” means CCA Institute.

“Hazardous Materials” means (a) substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations as “hazardous substances,” “hazardous materials,” “hazardous wastes,” “toxic substances,” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or “EP toxicity,” (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources, (c) any flammable substances or explosives or any radioactive materials, and (d) asbestos in any form or electrical equipment that contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million.

“Indebtedness” means, with respect to any Person, without duplication: (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than ninety (90) days after the date such payable was created and any earn-out, purchase price adjustment or similar obligation to the extent such earn-out or similar obligation has become fixed in amount or appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment, or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all capitalized lease obligations of such Person; (f) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; and (g) all Contingent Obligations.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower or the Guarantor, as applicable, under any Loan Document and (b) to the extent not otherwise described in clause (a) hereof, Other Taxes.

“Interest Payment Date” means, as to any Loan, (a) the last day of each March, June, September, and December to occur while such Loan is outstanding and the final maturity date of such Loan (whether by Acceleration or otherwise) and (b) the date of any repayment of principal made in respect thereof.

“Lender” means each Lender that has a Term Loan or Term Loan Commitment (in its capacity as such).

“Lien” means any mortgage, deed of trust, pledge, hypothecation, assignment, fiduciary transfer for security purposes, charge, deposit arrangement, encumbrance, trust arrangement, easement, lien (statutory or otherwise), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever.

“Loan Documents” means this Agreement, and all notes, agreements, mortgages, and documents delivered to the Agent or the Lenders in connection with any of the foregoing, and any other agreement entered into, now or in the future, by each of the Borrower and the Guarantor, as applicable, or Lender in connection with this Agreement, and all amendments, modifications, renewals, substitutions, and replacements of any of the foregoing.

“Loans” means, collectively, the Term Loans.

“Margin Stock” means “margin stock” as such term is defined in Regulation T, U, or X of the Federal Reserve Board.

“Material Adverse Effect” means a material adverse change in (a) the business, operations, results of operations, assets, liabilities, prospects, or condition (financial or otherwise) of the Borrower or the Guarantor, as applicable, (b) a material impairment of the Borrower’s or the Guarantor’s, as applicable, ability to perform its material obligations under any Loan Document, or of Lender’s ability to enforce the Obligations, or (c) the validity or enforceability of any Loan Document or the rights and remedies of the Lenders under any Loan Document.

“Maturity Date” means the date that is twenty-four (24) months after the Closing Date.

“Notice of Borrowing” means a notice given by the Borrower to the Agent, on behalf of the Lenders, pursuant to Section 1.4.

“Obligations” means all Loans and other indebtedness, fees, interest, advances, debts, liabilities, obligations, covenants, and duties owing by the Borrower to any Lender, the Agent, or any other Person required to be indemnified, that arises under any Loan Document, whether or not for the payment of money, whether arising by reason of an Borrowing, loan, guaranty, indemnification, or in any other manner, whether direct or indirect (including those

acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired, and including all interest not paid when due and all other expenses or other amounts that the Borrower is required to pay or reimburse under the Loan Documents or by law or otherwise in connection with the Loan Documents including, without limitation, in connection with the collection or enforcement of or preservation of rights under the Loan Documents.

“Organization Documents” means (a) the certificate or articles of incorporation, the bylaws, any certificate of determination, or instrument relating to the rights of preferred shareholders of such corporation and any shareholder rights agreement or (b) any other document setting forth the manner of election or duties of the officers, directors, managers, or other similar persons, or the designation, amount or relative rights, limitations, and preference of the Equity Interests of a Person.

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing, or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement, or registration of, or otherwise with respect to, any Loan Document.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, P.L. 107-56.

“Permits” means, with respect to any Person, any permit, approval, authorization, license, registration, certificate, concession, grant, franchise, variance, or permission from, and any other contractual obligations with, any Governmental Authority, in each case whether or not having the force of law and applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

“Permitted Liens” means Liens for Taxes that are not yet due and payable or that are being contested in good faith by appropriate proceedings with the appropriate taxing authorities and for which adequate reserves have been established in accordance with GAAP, which proceedings (or orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the property subject to any such Lien.

“Person” means any individual, partnership, corporation (including a business trust and a public benefit corporation), joint stock company, estate, association, firm, enterprise, trust, limited liability company, unincorporated association, joint venture and any other entity or Governmental Authority.

“Property” means any interest in any kind of property or asset, whether real, personal, or mixed, and whether tangible or intangible.

“Related Person” means, with respect to any Person, in each case, in its capacity as such, each affiliate of such Person and each director, officer, employee, agent, trustee, representative, attorney, and accountant and each insurance, environmental, legal, financial, and other advisor and other consultants and agents of or to such Person or any of its affiliates.

“Remedial Action” means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a release or threatened release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other actions with respect to Hazardous Materials required by Environmental Laws.

“Required Lenders” means, at any time, Lenders having at the time in excess of fifty percent (50%) of the sum of the aggregate unfunded Term Loan Commitments then outstanding *plus* the Loans outstanding.

“Requirement of Law” means with respect to any Person, the common law and any federal, state, local, foreign, multinational, or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities), and the interpretation or administration thereof by, and other determinations, directives, requirements, or requests of, any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

“Responsible Officer” means the chief executive officer or the president of the Borrower and the Guarantor, as applicable, or any other officer having substantially the same authority and responsibility.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees, or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term Loan” means any amount borrowed under Section 1.1(a).

“Term Loan Commitment” means, for each Lender, its Term Loan Commitment.

“Term Note” means a promissory note of the Borrower payable to a Lender and evidencing the Obligations of the Borrower to such Lender resulting from the Loans made to the Borrower by such Lender or its predecessor(s).

“UCC” means the Uniform Commercial Code of any applicable jurisdiction and, if the applicable jurisdiction shall not have any Uniform Commercial Code, the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each means the United States of America.

10.2. Other Interpretive Provisions.

(a) Defined Terms. Unless otherwise specified herein or therein, all terms defined in this Agreement or in any other Loan Document shall have the defined meanings when used in

any certificate or other document made or delivered pursuant hereto. The meanings of defined terms shall be equally applicable to the singular and plural forms of the defined terms. Terms (including uncapitalized terms) not otherwise defined herein and that are defined in the UCC shall have the meanings therein described.

(b) The Agreement. The words “hereof,” “herein,” “hereunder” and words of similar import when used in this Agreement or any other Loan Document shall refer to this Agreement or such other Loan Document as a whole and not to any particular provision of this Agreement or such other Loan Document; and subsection, section, schedule, and exhibit references are to this Agreement or such other Loan Documents unless otherwise specified.

(c) Certain Common Terms. The term “documents” includes any and all instruments, documents, agreements, certificates, indentures, notices, and other writings, however evidenced. The term “including” is not limiting and means “including, without limitation.” The term “or” has the inclusive meaning represented by the phrase “and/or.”

(d) Performance; Time. Whenever any performance obligation hereunder or under any other Loan Document (other than a payment obligation) shall be stated to be due or required to be satisfied on a day other than a Business Day, such performance shall be made or satisfied on the next succeeding Business Day.

(e) Contracts; Instruments. Unless otherwise expressly provided herein or in any other Loan Document, references to agreements, orders, and other contractual instruments, including this Agreement and the other Loan Documents, shall be deemed to include all subsequent amendments, thereto, restatements and substitutions thereof and other modifications and supplements thereto that are in effect from time to time, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document.

(f) Laws. References to any statute or regulation may be made by using either the common or public name thereof or a specific cite reference and are to be construed as including all statutory and regulatory provisions related thereto or consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

10.3. Accounting Terms and Principles. All accounting determinations required to be made pursuant hereto shall, unless expressly otherwise provided herein, be made in accordance with GAAP.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

BORROWER:

CCA CONSTRUCTION, INC.

By: _____
Name: _____
Title: _____

GUARANTOR:

CCA INSTITUTE, INC.

By: _____
Name: _____
Title: _____

Address for notices:

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

With a copy to:

Debevoise & Plimpton LLP
66 Hudson Blvd E
New York, NY 10001

Attention: M. Natasha Labovitz,
Sidney P. Levinson and Shefit Koboci
Phone: 212-909-6000
Email: nlabovitz@debevoise.com,
slevinson@debevoise.com, and
skoboci@debevoise.com

LENDER:

CSCEC HOLDING COMPANY, INC.

By: _____
Name: _____
Title: _____

Address for notices:

CSCEC Holding Company, Inc.
445 South Street, Suite 310
Morristown, NJ 07960

Attention: Mr. JiChao Xu, Vice President
Phone: (201) 876-2788
Email: Xu.JiChao@CCA.US

With a copy (which shall not constitute notice) to:

Lowenstein Sandler LLP
One Lowenstein Drive
Roseland, New Jersey 07068

Attention: Andrew D. Behlmann, Jeffrey Cohen,
and Raquel Smith
Phone: (212) 262-6700
Email: ABehlmann@lowenstein.com,
JCohen@lowenstein.com, and
RSmith@lowenstein.com

AGENT:

CSCEC HOLDING COMPANY, INC.

By: _____
Name: _____
Title: _____

Address for notices:

CSCEC Holding Company, Inc.
445 South Street, Suite 310
Morristown, NJ 07960

Attention: Mr. JiChao Xu, Vice President
Phone: (201) 876-2788
Email: Xu.JiChao@CCA.US

With a copy (which shall not constitute notice) to:

Lowenstein Sandler LLP
One Lowenstein Drive
Roseland, New Jersey 07068

Attention: Andrew D. Behlmann, Jeffrey Cohen,
and Raquel Smith
Phone: (212) 262-6700
Email: ABehlmann@lowenstein.com,
JCohen@lowenstein.com, and
RSmith@lowenstein.com

Exhibit D

Purchased Asset Allocation

Purchased Asset Allocation

In connection with implementing the transactions contemplated in the Plan, the Debtor, the DIP Lenders and CCA Institute, Inc., as the Purchasing Entity, have agreed to the following allocation of assets and liabilities. The parties, consistent with the terms of the Plan, reserve the right to alter, amend, modify or supplement this Purchased Asset Allocation at any time before the Effective Date of the Plan, or any such other date as may be permitted by the Plan or by order of the Bankruptcy Court.

Pursuant to the Stock Transfer Agreements, on the Plan's Effective Date, the Debtor's equity interests in CCA Civil, Inc., China Construction America of South Carolina, Inc., and Plaza Group Holdings, LLC will be sold and transferred to the Purchasing Entity free and clear of all Claims, liens, encumbrances, charges and other interests pursuant to sections 363 and 1123 of the Bankruptcy Code.

The remainder of the Debtor's assets will revert in the Reorganized Debtor in accordance with the Plan.

In accordance with the Plan and the Exit Financing Facility, the Reorganized Debtor will be the borrower and the Purchasing Entity will become a guarantor of collection under the Exit Financing Facility. Other than providing a guaranty of collection under the Exit Financing Facility, the Purchasing Entity shall not assume any liabilities or obligations of the Debtor.

Exhibit E

Reorganized Debtor's New Board of Directors and Officers

Reorganized Debtor's New Board of Directors

As of the date of this Plan Supplement, the Debtor expects the board of directors of the Reorganized Debtor to include the following directors:

- Yan Wei (Chairman)
- Jingtao Yang
- Lilin Cao

Officers of the Reorganized Debtor

The officers of the Debtor immediately before the Effective Date shall serve as the initial officers of the Reorganized Debtor on and after the Effective Date. After the Effective Date, the selection of officers of the Reorganized Debtor shall be as provided in accordance with the Reorganized Debtor's organizational documents.