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Co-Counsel to the Debtor and Debtor in Possession

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

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**NOTICE OF FILING OF PROPOSED FINDINGS OF
FACT, CONCLUSION OF LAW AND ORDER (I) APPROVING THE
DISCLOSURE STATEMENT ON A FINAL BASIS, AND (II) CONFIRMING
THE PLAN PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that on December 30, 2025, the above-captioned debtor and debtor in possession (the “**Debtor**” or “**CCA**”) filed the *Disclosure Statement for the Chapter 11 Plan of CCA Construction, Inc.* [Docket No. 632] (the “**Disclosure Statement**”) (as amended and supplemented);

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



PLEASE TAKE FURTHER NOTICE that on December 30, 2025, the Debtor filed the *Chapter 11 Plan of CCA Construction, Inc.* [Docket No. 633] (the “**Plan**”) (as amended and supplemented).²

PLEASE TAKE FURTHER NOTICE that on January 8, 2026, the Court entered an Order (I) *Approving The Disclosure Statement On An Interim Basis*; (II) *Scheduling A Combined Hearing On Final Approval Of The Disclosure Statement And Plan Confirmation And Deadlines Related Thereto*; (III) *Approving The Solicitation, Notice, And Tabulation Procedures And The Forms Related Thereto*; And (IV) *Granting Related Relief* [Docket No. 647].

PLEASE TAKE FURTHER NOTICE that in connection with the Plan and Disclosure Statement, the Debtor hereby files the proposed *Findings of Fact, Conclusion of Law, and Order (I) Approving the Disclosure Statement on a Final Basis, and (II) Confirming the Chapter 11 Plan of CCA Construction, Inc.*, which is attached hereto as **Exhibit 1**.

[Remainder of page intentionally left blank]

² Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Plan.

Dated: February 06, 2026

/s/ Michael D. Sirota

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EXHIBIT 1

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

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

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Co-Counsel to the Debtor and Debtor in Possession

In re:

CCA Construction, Inc.,¹

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

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

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
(I) APPROVING THE DISCLOSURE STATEMENT ON A FINAL BASIS, AND
(II) CONFIRMING THE CHAPTER 11 PLAN OF CCA CONSTRUCTION, INC.**

The relief set forth on the following pages, numbered two (2) through forty-five (45), is hereby **ORDERED**.

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING THE DISCLOSURE STATEMENT ON A FINAL BASIS, AND (II) CONFIRMING THE CHAPTER 11 PLAN OF CCA CONSTRUCTION, INC.

The above-captioned debtor and debtor in possession (“**CCA**” or the “**Debtor**”) having:

- a. filed, on December 30, 2025, the *Chapter 11 Plan of CCA Construction, Inc.* [Docket No. 633];
- b. filed, on December 30, 2025, the *Disclosure Statement for the Chapter 11 Plan for CCA Construction, Inc.* [Docket No. 632];
- c. filed, on January 8, 2026, the *Disclosure Statement for the Chapter 11 Plan of CCA Construction, Inc. (Solicitation Version)* [Docket No. 648] (as further modified, supplemented, and amended, the “**Disclosure Statement**”);
- d. filed, on January 8, 2026, the *Chapter 11 Plan of CCA Construction, Inc. (Solicitation Version)* [Docket No. 649];
- e. caused the distribution of solicitation materials on January 9, 2026 in accordance with the *Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* [Docket No. 647] (the “**Confirmation Procedures Order**”), as set forth in the *Certificate of Service* (and any supplements thereto), dated January 19, 2026 [Docket No. 662] (the “**Solicitation Affidavit**”) including:
 - (i) the *Notice of (A) Interim Approval of the Disclosure Statement and (B) Combined Hearing to Consider Final Approval of the Disclosure Statement and Confirmation of the Plan and the Objection Deadline Related Thereto* [Docket No. 650] (the “**Confirmation Hearing Notice**”);
 - (ii) the ballots for voting on the Plan (the “**Ballot**”), in the form approved in the Confirmation Procedures Order, to holders of certain Claims and parties in interest, in compliance with the procedures contained in the Confirmation Procedures Order, title 11 of the United States Code (as amended, the “**Bankruptcy Code**”), and the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”); and
 - (iii) non-voting status and opt-out forms, in the form approved in the Confirmation Procedures Order, to Holders of certain Claims, Interests, and parties in interest, in unclassified and non-voting classes, in compliance with the procedures contained in the Confirmation Procedures Order;

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- f. caused the filing of, on January 19, 2026, the *Affidavit of Publication of the Notice of (A) Interim Approval of the Disclosure Statement and (B) Combined Hearing to Consider Final Approval of the Disclosure Statement and Confirmation of the Plan and the Objection Deadline Related Thereto* [Docket No. 663] (the “**Publication Affidavit**”);
- g. filed, on January 29, 2026, the *Notice of Filing of Plan Supplement* [Docket No. 676] and on February [•], 2026, the *Notice of Filing Amended Plan Supplement* [Docket No. [•]] (collectively, the “**Plan Supplement**”);
- h. filed, on February 8, 2026, the *Declaration of Michael Paque Regarding the Solicitation and Tabulation of Ballots Cast on the Chapter 11 Plan of CCA Construction, Inc. Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. •] (the “**Voting Declaration**”);
- i. filed on February [•], 2026, the *Chapter 11 Plan of CCA Construction, Inc. (with technical modifications)* [Docket No. [•]]; (as further modified, supplemented, and amended, the “**Plan**”);²
- j. filed, on February [•], 2026, the *Declaration of [Evan Blum] In Support of Confirmation of the Chapter 11 Plan of CCA Construction, Inc.* [Docket No. •];
- k. filed, on February [•], 2026], the *Debtor’s Memorandum of Law In Support of (A) Final Approval of the Disclosure Statement and (B) Confirmation of the Plan* [Docket No. •] (the “**Confirmation Brief**”); and

The United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”) having:

- a. entered the Confirmation Procedures Order on January 7, 2026;
- b. by the Confirmation Procedures Order, set the (i) deadline to object to the Plan and final approval of the Disclosure Statement and (ii) the Plan voting deadline as February 6, 2026 at 4:00 p.m. prevailing Eastern Time;
- c. reviewed the Plan, the Disclosure Statement, the Plan Supplement, the Confirmation Brief, the Voting Declaration, the Solicitation Affidavit, Publication

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan. The rules of interpretation set forth in the Plan shall apply to this order (the “**Confirmation Order**”).

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Debtor: CCA Construction, Inc.

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Affidavit and all other pleadings, exhibits, statements, affidavits, declarations, and comments regarding Confirmation of the Plan, including all objections, statements, and reservations of rights made with respect thereto, if any;

- d. heard the statements, arguments, and objections, if any, made by counsel and parties in interest in respect of final approval of the Disclosure Statement and Confirmation of the Plan;
- e. considered all oral representations, testimony, documents, filings, and other evidence regarding final approval of the Disclosure Statement and Confirmation of the Plan;
- f. overruled any and all objections to final approval of the Disclosure Statement, the Plan, and Confirmation thereof and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated in this Confirmation Order or on the record at the Confirmation Hearing; and
- g. taken judicial notice of the papers and pleadings filed in this chapter 11 case.

NOW, THEREFORE, it appearing to the Bankruptcy Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to final approval of the Disclosure Statement and Confirmation have been adequate and appropriate as to all entities affected or to be affected by the Disclosure Statement, the Plan, and the transactions contemplated thereby, that the legal and factual bases set forth in the documents filed in support of final approval of the Disclosure Statement and Confirmation and presented at the Confirmation Hearing establish just cause for the relief granted herein, and that after due deliberation thereon and good cause appearing therefore, the Bankruptcy Court hereby makes and issues the following findings of fact, conclusions of law, and orders:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and

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conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a)). The Bankruptcy Court has jurisdiction over this chapter 11 case pursuant to 28 U.S.C. §§ 157 and 1334, and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, dated June 6, 2025 (Bumb, C.J.). Approval of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Bankruptcy Court has jurisdiction to enter a final order with respect thereto. Venue was proper as of the Petition Date and is proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Eligibility for Relief. The Debtor qualifies as a “debtor” under section 109 of the Bankruptcy Code, and may be a debtor under section Chapter 11 pursuant to section 109(d) of the Bankruptcy Code. As such, the Debtor is a proper proponent of the Plan.

D. Commencement of the Chapter 11 Case. On December 22, 2024 (the “**Petition Date**”), the Debtor commenced this chapter 11 case filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtor continues to operate its businesses and manage its property as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no trustee and no creditors’ committee have been appointed in this chapter 11 case. On May 7, 2025, the U.S. Trustee appointed an examiner.

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E. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket of the Debtor's Chapter 11 Case maintained by the Clerk of the Bankruptcy Court, including all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of this chapter 11 case.

F. The Bar Dates. On June 25, 2025, the Bankruptcy Court entered an order [Docket No. 388] (the "**Bar Date Order**"), setting, (i) July 30, 2025, at 5:00 p.m. prevailing Eastern Time as the last date for filing Claims against the Debtor that arose (or were deemed to have arisen) before the Petition Date (other than Claims related to rejection of an executory contract or unexpired lease or arising from amendments to the Debtor's schedules) for all creditors, including section 503(b)(9) claimants and Governmental Units.

G. Burden of Proof. The Debtor has the burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence. The Debtor has met its burden with respect to each applicable element of section 1129 of the Bankruptcy Code. Each witness who testified on behalf of the Debtor at or in connection with the Confirmation Hearing was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

Adequacy of the Disclosure Statement

H. Disclosure Statement. The information contained in the Disclosure Statement contained extensive material information regarding the Debtor sufficient to allow parties entitled to vote on the Plan to make informed decisions regarding the Plan. Additionally, the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy

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Code and complies with any additional requirements of the Bankruptcy Code, Bankruptcy Rules, and applicable non-bankruptcy law. Specifically, but without limitation, the Disclosure Statement complies with the requirements of Bankruptcy Rule 3016(c) by sufficiently describing in specific and conspicuous bold language the provisions of the Plan that provide for releases and injunctions against conduct not otherwise enjoined under the Bankruptcy Code and sufficiently identifies the persons and entities that are subject to the releases and injunctions. The Debtor's use of the Disclosure Statement to solicit votes to accept or reject the Plan was authorized by the Confirmation Procedures Order and was appropriate. Solicitation of votes on the Plan complied with the Confirmation Procedures Order.

The Solicitation Process

I. **Solicitation**. Each of the Plan, the Disclosure Statement, the Ballots, and the Confirmation Hearing Notice were transmitted and served in compliance with the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "**Local Rules**"), and the Confirmation Procedures Order. The form of the Ballot adequately addresses the particular needs of this chapter 11 case and is appropriate for the holders of Claims in Class 2 (General Unsecured Claims) – the sole Class of Claims entitled to vote to accept or reject the Plan. The period during which the Debtor solicited acceptances to the Plan was a reasonable period of time for holders to make an informed decision to accept or reject the Plan, was in accordance with the Confirmation Procedures Order, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule, or regulation. The Debtor was not required to solicit

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votes from the holders of Claims in Class 1 (Priority Non-Tax Claims), as this Class is Unimpaired under the Plan and deemed to have accepted the Plan. In addition, the Debtor was not required to solicit votes from the holders of Interests in Class 3 (Interests), as this Class is deemed to have rejected the Plan. As described in and as evidenced by the Voting Declaration, the transmittal and service of the Plan, the Disclosure Statement, the Ballot, and the Confirmation Hearing Notice (the “**Solicitation**”) were timely, adequate, and sufficient under the circumstances.

J. Notice. All parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to confirmation of the Plan) were served with the Confirmation Hearing Notice and have been given due, proper, timely, and adequate notice in accordance with the Confirmation Procedures Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule, or regulation, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice or re-solicitation is required.

K. Good Faith Solicitation. Based on the record before the Bankruptcy Court in this chapter 11 case, the Debtor, its current officers, directors, employees, and agents, including and its attorneys, financial advisors and accountants have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Confirmation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation of acceptances to the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code and are

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entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and, to the extent such parties are listed therein, the exculpation provisions set forth in the Plan.

L. Voting. As evidenced by the Voting Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Plan, the Confirmation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule, or regulation. As set forth in the Voting Declaration, Class 2 voted to accept the Plan. Based on the foregoing, and as evidenced by the Voting Declaration, at least one Impaired Class of Claims, *i.e.*, Class 2, has voted to accept the Plan in accordance with the requirements of sections 1124 and 1126 of the Bankruptcy Code.

M. Opt-Out Procedures. The procedures for opting out of the Third-Party Release (the “**Opt-Out Procedures**”) set forth in the Ballots, the Non-Voting Status Notice, including the Voting Deadline (which, for the avoidance of doubt, was also the deadline by which an opt-out election must have been returned) to return an opt-out election, are good, sufficient and adequate to bind the applicable parties to the Third-Party Release and are approved in all respects.

N. Releases, Exculpation, and Injunction. Pursuant to section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), the releases,³ settlements, compromises, exculpations, and injunctions set forth in Article X of the Plan and implemented by this Confirmation Order, are fair, equitable, reasonable, and in the best interests of the Debtor, its

³ “Debtor Release” means the releases set forth in Article 10.4(a) of the Plan and “Third-Party Releases” means the releases set forth in Article 10.4(b) of the Plan.

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estate, creditors and Interest holders. The Debtor Release and the Third-Party Releases are warranted, necessary, and appropriate, and are, in the case of the Third-Party Releases, consensual, and such releases are supported by the facts and the circumstances of this chapter 11 case and are consistent with sections 105, 1123(b)(6), and 1129 of the Bankruptcy Code and applicable law in this jurisdiction. The record of the Confirmation Hearing and this chapter 11 case is sufficient to support the settlements, releases, exculpations, and injunctions provided for in Article X of the Plan.

Compliance with the Requirements of Section 1129 of the Bankruptcy Code

O. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with the applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule 3016, the Plan is dated and identifies the Debtor as the proponent of the Plan, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

(i) Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). With the exception of Administrative Claims (including Professional fee Claims), DIP Claims, U.S. Trustee Fees, and Priority Tax Claims, which need not be classified, Article III of the Plan classifies three (3) Classes of Claims and Interests in the Debtor. The Claims and Interests placed in each Class are substantially similar to the other Claims and Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate between holders of Claims and Interests. Accordingly, the Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

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(ii) Unimpaired Classes Specified (11 U.S.C. § 1123(a)(2)). Article 4.1 of the Plan specifies that Claims in Class 1 (Priority Non-Tax Claims) (collectively, the “**Unimpaired Class**”) are Unimpaired under the Plan within the meaning section 1124 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

(iii) Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article 4.2 and 4.3 of the Plan designate Claims in Class 2 (General Unsecured Claims) and Interests in Class 3 (Interests) (collectively, the “**Impaired Classes**”) as impaired within the meaning of section 1124 of the Bankruptcy Code and clearly specify the treatment of such Claims and Interests in these Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

(iv) No Discrimination (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment for each Claim or Interest in each respective Class unless the holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest in accordance with the Plan, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

(v) Adequate Means for Plan Implementation (11 U.S.C. § 1123(a)(5)). The Plan provides adequate and proper means for the implementation of the Plan, including, without limitation, (a) the transfer to the Purchasing Entity of certain of the Debtor’s remaining assets, including the Debtor’s interests in certain operating subsidiaries, pursuant to section 363 of the Bankruptcy Code, free and clear of all liens, claims and interests, at the direction of the DIP Lender in exchange for its agreement to enter into the Exit Financing Facility and in exchange for good and valuable consideration; (b) the revesting of the remainder of the Debtor’s remaining assets in the Reorganized Debtor, with the division of assets among the Reorganized Debtor and the

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Purchasing Entity as set forth in the Plan Supplement; (c) the satisfaction of the DIP Credit Agreement with the Exit Financing Facility on the Effective Date, consistent with the transaction described in the foregoing clause (a); (d) the satisfaction of all Allowed Claims for which Cash payment is required to be made following the Effective Date pursuant to the terms of Articles III and IV of the Plan by the Reorganized Debtor; and (e) the appointment of the Reorganized Debtor as the Plan Administrator to reconcile Claims and administer the Plan in an efficacious manner. The Debtor has properly and adequately identified the proposed Plan Administrator in the Plan. Accordingly, the Plan satisfies section 1123(a)(5) of the Bankruptcy Code.

(vi) Prohibition of Issuance of Non-Voting Securities (11 U.S.C. § 1123(a)(6)).

Section 1123(a)(6) of the Bankruptcy Code does not apply to the Plan because the Debtor does not propose to issue any non-voting equity securities under the Plan and the amended charter will, as of the Effective Date, prohibit the issuance of nonvoting equity securities and otherwise comply with the requirements of 1123(a)(6).

(vii) Designation of Officers, Directors, or Trustees (11 U.S.C. § 1123(a)(7)).

The Plan Supplement identifies the known directors and officers who will serve in such capacity with respect to the Reorganized Debtor. The Plan provision governing the manner of selection of any officer or director is consistent with the interests of creditors and equity security holders and with public policy in accordance with section 1123(a)(7) of the Bankruptcy Code.

(viii) Earnings from Personal Services (11 U.S.C. § 1123(a)(8)).

Section 1123(a)(8) of the Bankruptcy Code applies only to individual debtors and is not applicable to this chapter 11 case.

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(ix) Impairment/Unimpairment of Classes of Claims and Interests (11 U.S.C. § 1123(b)(1)). As permitted by section 1123(b)(1) of the Bankruptcy Code, pursuant to Articles 3.2, 4.2, and 4.3 of the Plan, Claims or Interests in the Impaired Classes are Impaired and, pursuant to Articles 3.2 and 4.1 of the Plan, Claims in the Unimpaired Class, are Unimpaired.

(x) Assumption and Rejection (11 U.S.C. § 1123(b)(2)). As permitted by section 1123(b)(2) of the Bankruptcy Code and Article 8.1 of the Plan, all executory contracts and unexpired leases of the Debtor shall be deemed to be assumed, as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code, except for any executory contract or unexpired lease that: (i) previously has been assumed or rejected pursuant to a final order of the Bankruptcy Court; (ii) is designated specifically or by category as a contract or lease to be rejected on the Schedule of Rejected Contracts and Leases; or (iii) is subject to a separate motion to assume or to reject under section 365 of the Bankruptcy Code filed before the Effective Date. Rejection and assumption of these executory contracts and unexpired leases pursuant to the Plan satisfies the requirements of section 365 of the Bankruptcy Code and is expressly authorized by section 1123(b)(2) of the Bankruptcy Code. The Debtor has exercised reasonable business judgment in determining to reject or assume the executory contracts and unexpired leases to be rejected or assumed under the Plan. The rejection or assumption of each executory contract or unexpired lease under the Plan, as applicable, shall be binding on the Debtor and each non-Debtor party to each such Executory Contract or Unexpired Lease.

(xi) Settlement/Retention of Claim or Interests (11 U.S.C. § 1123(b)(3)). The entry of this Confirmation Order constitutes the Court's approval of all the compromises and

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settlements embodied in the Plan, and the Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtor, its estate, and all holders of Claims and Interests, and are fair, equitable, and well within the range of reasonableness. In concluding that the compromises and settlements contained in the Plan are substantively fair, the Court considered the following factors: (a) the probability of success of potential litigation compared to the benefit of such compromises and settlement; (b) the likelihood of complex and protracted litigation and the risk and difficulty of collecting on the judgment; (c) the proportion of creditors and parties in interest that support the compromises and settlements; (d) the competency of counsel; and (e) the extent to which the compromises and settlement are the product of arm's length negotiations. The Court finds that each of these factors weigh in favor of approving the compromises and settlements embodied in the Plan. With respect to retention of Claims and Interests, as permitted by section 1123(b)(3) of the Bankruptcy Code, Article VII of the Plan provides that, from and after the Effective Date, except as otherwise expressly provided in the Plan, solely the Plan Administrator may pursue objections to, estimation of and settlements of Claims and Interests, other than Claims or Interests that are Allowed pursuant to the Plan.

(xii) Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). As permitted by section 1123(b)(6) of the Bankruptcy Code, the Plan includes other appropriate provisions not inconsistent with the applicable provisions of the Bankruptcy Code, including, without limitation, certain release, exculpation, and injunction provisions in Article X of the Plan. Based upon the facts and circumstances of this chapter 11 case, the release, exculpation, and injunction provisions in the Plan are fair, equitable, and reasonable, are supported by sufficient and valuable

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consideration, are necessary for the realization of value for stakeholders, are based on consent, were necessary to the formation of the consensus embodied in the Plan documents, are in the best interests of the Debtor and its estate, Claim holders, and Interest holders, and are, in light of the foregoing, appropriate. The failure to implement the release, exculpation, and injunction provisions would seriously impair the Debtor's ability to confirm and consummate the Plan. Each Exculpated Party and Released Party afforded value to the Debtor and aided in the plan process. Each Exculpated Party and Each Released Party played an integral role in the formulation of the Plan and has expended significant time and resources analyzing and negotiating the issues during the Chapter 11 Case. In addition, the Third-Party Releases set forth in Article 10.4(b) of the Plan are consensual, and the exculpations set forth in Article 10.5 of the Plan do not relieve any party of liability for fraud, gross negligence or willful misconduct. Accordingly, based upon the record of this chapter 11 case, the representations of the parties, and/or the evidence proffered or adduced at the Confirmation Hearing, the Bankruptcy Court finds that the release, exculpation, and injunction provisions set forth in Article X of the Plan are consistent with the Bankruptcy Code and applicable law and are appropriate under the circumstances.

P. The Debtor's Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)).

Except as otherwise provided for or permitted by order of the Bankruptcy Court, the Debtor has complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Confirmation Procedures Order in transmitting the Plan, the Disclosure Statement, the Ballot, and related documents and notices and in soliciting and tabulating the votes on the Plan. Accordingly, the requirements of section 1129(a)(2) of the Bankruptcy Code are satisfied.

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Q. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtor has proposed the Plan, including all documents necessary to effectuate the Plan, in good faith and not by any means forbidden by law, thereby satisfying the requirements of section 1129(a)(3) of the Bankruptcy Code. The Debtor's good faith is evident from the facts and record of this chapter 11 case, the Disclosure Statement, and the record of the Confirmation Hearing and other proceedings held in this chapter 11 case. The Plan itself and the process leading to its formulation provide independent evidence of the Debtor's good faith, serve the public interest, and assure fair treatment of holders of Claims and Interests. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the estate and to maximize distributions to all holders of Claims and Interests. Further, the Plan's classification, indemnification, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and are integral to the Plan and supported by valuable consideration.

R. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Any payment made or to be made by the Debtor, or by any other person acquiring property under the Plan, for services or for costs and expenses in or in connection with this chapter 11 case, or in connection with the Plan and incident to this chapter 11 case, has been approved by, or shall be subject to the approval of, the Bankruptcy Court as reasonable. Accordingly, the Plan satisfies the requirements of section 1129(a)(4) of the Bankruptcy Code.

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S. Directors, Officers, and Successors (11 U.S.C. § 1129(a)(5)). In the Plan Supplement, the Debtor identified the known directors and officers who will serve in such capacity with respect to the Reorganized Debtor as of the Effective Date.

T. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not provide for any rate changes over which a governmental regulatory commission has jurisdiction. Accordingly, section 1129(a)(6) of the Bankruptcy Code is not applicable in this chapter 11 case.

U. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). As more fully set forth in the Liquidation Analysis attached as Exhibit C to the Disclosure Statement, the Plan satisfies the best interests of creditors test as set forth in section 1129(a)(7) of the Bankruptcy Code because the Plan provides a greater recovery to the holders of Claims than such holders would receive under a liquidation under chapter 7 of the Bankruptcy Code based upon evidence proffered or adduced at the Confirmation Hearing. The Plan provides for the payment (or otherwise satisfaction in accordance with the terms of the Plan) of all Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed General Unsecured Claims, and U.S. Trustee Fees in full in Cash from the Debtor's assets. In a chapter 7 case, the Allowed Administrative Claims, Allowed DIP Claims, Allowed Priority Tax Claims, and U.S. Trustee Fees would be paid from the Debtor's assets ahead of the Impaired Classes. Each holder of a Claim in an Impaired Class either has accepted the Plan or will receive or retain under the Plan, on account of such Claim, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtor was liquidated under chapter 7 of the Bankruptcy Code on such date as set forth in the Liquidation Analysis. Recoveries pursuant to the Plan are equal to, or in excess of, those that

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would be available if the Debtor was liquidated pursuant to chapter 7 and, therefore, the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

V. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Claims in Class 1 (Priority Non-Tax Claims) are Unimpaired under the Plan and are conclusively presumed to have accepted the Plan without the solicitation of acceptances or rejections pursuant to section 1126(f) of the Bankruptcy Code. Holders of Claims in Class 2 (General Unsecured Claims) voted to accept the Plan by at least two-thirds in amount and more than one-half in number, as provided pursuant to section 1126(c). *See* Voting Declaration. Accordingly, the Plan satisfies the requirements of section 1129(a)(8) of the Bankruptcy Code.

W. Treatment of Administrative Claims, Priority Tax Claims, and Other Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Claims under the Plan of the type specified in sections 507(a)(1) through 507(a)(8) of the Bankruptcy Code, if any, complies with the provisions of section 1129(a)(9) of the Bankruptcy Code because Article II of the Plan provides that, except to the extent that the applicable holder agrees to a less favorable treatment: (i) except as provided in Article 2.2 of the Plan for Professional fee Claims, each holder of an Allowed Administrative Claim against the Debtor shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, Cash equal to the unpaid amount of such Allowed Administrative Claim on the latest of: (a) the Effective Date; (b) 30 days after the date on which such Administrative Claim becomes Allowed; or (c) the date on which such Administrative Claim becomes due and payable in the ordinary course of the Debtor's business in accordance with the terms and conditions of any transaction or agreement relating to such Allowed Administrative Claim; *provided,*

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however, that notwithstanding anything to the contrary in the Plan, the Plan Administrator shall be authorized to pay Allowed Administrative Claims that arise in the ordinary course of the Debtor's business, in full, in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to, such transactions, post-confirmation; (ii) each holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, Cash equal to the unpaid amount of such Allowed Priority Tax Claim on the latest of (a) the Effective Date; (b) 30 days after the date on which such Priority Tax Claim becomes Allowed; or (c) the date on which such Priority Tax Claim becomes due and payable by its terms; and (iii) each holder of an Allowed Priority Non-Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Claim, Cash equal to the unpaid amount of such Allowed Priority Non-Tax Claim on the latest of (a) the Effective Date; (b) 30 days after the date on which such Priority Non-Tax Claim becomes Allowed; and (c) the date on which such Priority Non-Tax Claim becomes due and payable by its terms. Accordingly, the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

X. Acceptance by at Least One Impaired Class (11 U.S.C. § 1129(a)(10)). The requirements of section 1129(a)(10) of the Bankruptcy Code are met with respect to the Debtor. *See Voting Declaration*. Claims in Class 1 (Priority Non-Tax Claims) are Unimpaired under the Plan and are conclusively presumed to have accepted the Plan without the solicitation of acceptances or rejections pursuant to section 1126(f) of the Bankruptcy Code. Holders of Claims in Class 2 (General Unsecured Claims) are Impaired under the Plan and voted to accept the Plan

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by at least two-thirds in amount and more than one-half in number. *See* Voting Declaration.

Accordingly, the Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code.

Y. Feasibility (11 U.S.C. § 1129(a)(11)). The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The information in the Disclosure Statement and the evidence proffered or adduced at the Confirmation Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establishes that the Plan is feasible and that confirmation of the Plan is not likely to be followed by the need for liquidation or further financial reorganization of the Debtor, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

Z. Payment of Fees (11 U.S.C. § 1129(a)(12)). Pursuant to Article 2.4 of the Plan, the Debtor is required to pay on the Effective Date all U.S Trustee Fees that are due and owing to the U.S. Trustee as of the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

AA. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). With respect to the Impaired Class deemed to reject the Plan, the Plan may be confirmed pursuant to section 1129(b) of the Bankruptcy Code even though the requirements of section 1129(a)(8) have not been met. The Debtor has demonstrated by a preponderance of the evidence that the Plan (a) satisfies all of the other requirements of section 1129(a) of the Bankruptcy Code and (b) does not “discriminate unfairly” and is “fair and equitable” with respect to the Class that was deemed to reject the Plan. The Plan is “fair and equitable” with respect to the non-accepting Interest holders because no junior holders of Interests will receive or retain any property from the Debtor’s estate under the Plan on account of such Interests. The evidence supporting the Plan proffered or adduced

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by the Debtor at, or prior to, or in declarations filed in connection with, the Confirmation Hearing regarding the Debtor's classification and treatment of Claims and Interests: (a) is reasonable, persuasive, credible, and accurate; (b) utilizes reasonable and appropriate methodologies and assumptions; and (c) has not been controverted by other credible evidence. The Plan, therefore, satisfies the requirements of section 1129 of the Bankruptcy Code and may be confirmed despite the fact that not all Impaired Classes have voted to accept the Plan.

BB. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan that was solicited and brought to the Bankruptcy Court for confirmation in this chapter 11 case. Accordingly, section 1129(c) of the Bankruptcy Code is inapplicable in this chapter 11 case.

CC. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933 and no governmental entity has objected to the confirmation of the Plan on any such grounds. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

DD. Non-Applicability of Certain Sections (11 U.S.C. §§ 1123(c), 1129(a)(13) - (16), 1129(e)). The Debtor is not an individual and does not owe any domestic support. The Debtor also has no obligation to pay for retiree benefits and is neither a nonprofit corporation nor a "small business." Accordingly, sections 1123(c), 1129(a)(13)–(16), and 1129(e) of the Bankruptcy Code do not apply to this chapter 11 case.

EE. Modifications of the Plan (11 U.S.C. § 1127). The modifications made to the Plan since the Solicitation do not constitute changes that materially or adversely change the treatment

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of any Claims or Interests and do not require additional disclosure under section 1125 of the Bankruptcy Code or re-solicitation of acceptances or rejections of the Plan under section 1126 of the Bankruptcy Code, nor do they require that holders of Claims against the Debtor be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Thus, the Debtor has complied in all respects with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

FF. Satisfaction of Confirmation Requirements. Based upon the foregoing, all other pleadings, documents, exhibits, statements, declarations and affidavits filed in connection with Confirmation of the Plan, and all evidence and arguments made, proffered or adduced at the Confirmation Hearing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

GG. Implementation. All documents and agreements necessary to implement the Plan, and all other relevant and necessary documents, have been negotiated in good faith and at arm's length, do not inappropriately conflict with applicable non-bankruptcy law, and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements.

HH. Good Faith. Based on the record before this Bankruptcy Court in this chapter 11 case, the Debtor will be acting in good faith within the meaning of section 1125(e) of the Bankruptcy Code if it proceeds to (i) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby, and (ii) take the actions authorized and directed by this Confirmation Order, and shall not be liable under any applicable law, rule, or regulation governing solicitation of acceptance or rejection of the Plan or the offer, issuance, sale, or purchase of securities.

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II. Additional Findings Regarding Releases. The releases provided pursuant to Article X of the Plan: (i) represent a sound exercise of the Debtor's business judgment; (ii) were negotiated in good faith and at arm's length; and (iii) are (A) in exchange for good and valuable consideration, (B) in the best interest of the Debtor and its estate, and (C) are fair, equitable, and reasonable under the circumstances of this chapter 11 case.

JJ. Retention of Jurisdiction. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, this Bankruptcy Court, except as otherwise provided in the Plan or herein, shall retain jurisdiction over all matters arising out of, and related to, this chapter 11 case and the Plan, including, but not limited to, the matters set forth in Article XI of the Plan to the fullest extent permitted by law.

ORDER

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

General Decrees and Implementation

1. Adequacy of the Disclosure Statement. The Disclosure Statement hereby is APPROVED on a final basis as containing adequate information within the meaning of section 1125 of the Bankruptcy Code and contains sufficient information of a kind necessary to satisfy the disclosure requirements of any applicable non-bankruptcy laws, rules, and regulations.

2. Confirmation of the Plan. The Plan, attached hereto as **Exhibit A**, and each of its provisions, including all exhibits thereto and all exhibits and documents included in the Plan

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Supplement, shall be, and hereby is, CONFIRMED as set forth herein pursuant to section 1129 of the Bankruptcy Code. The terms of the Plan are incorporated by reference into and are an integral part of this Confirmation Order.

3. Objections Overruled. All objections, responses to, and statements and comments, if any, in opposition to or inconsistent with the Plan, other than those withdrawn with prejudice or resolved in their entirety prior to, or on the record at, the Confirmation Hearing, shall be, and hereby are, OVERRULED and DENIED in their entirety. All withdrawn objections are deemed withdrawn with prejudice.

4. Plan Classification Controlling. Unless otherwise set forth herein, the classifications of Claims and Interests for purposes of distributions, if any, under the Plan shall be governed solely by the terms of the Plan.

5. Confirmation Hearing Notice. The Debtor provided good and sufficient notice of the Confirmation Hearing and the deadlines for filing and serving objections to the Plan, which notices hereby are approved.

6. Implementation of the Plan. The Debtor and the Plan Administrator, each to the extent applicable and in accordance with the terms and conditions of the Plan, are authorized to (a) execute, deliver, file, and/or record such documents, contracts, instruments, releases, and other agreements, (b) make any and all distributions and transfers contemplated pursuant to, and as provided for in, the Plan, and (c) take such other actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan.

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7. Approval of Plan Administrator. The Plan Administrator is (a) authorized to appear and be heard before this Bankruptcy Court on all matters relating to this chapter 11 case (as a representative of the Debtor, and/or the estate, as appropriate), and to present to creditors, other courts of competent jurisdiction, and any other party the Plan and this Confirmation Order as evidence of authority and (b) vested with all of the power and authority set forth in the Plan otherwise as is necessary or proper to carry out the provisions of the Plan.

8. No Action. To the extent that, under applicable non-bankruptcy law, any action to effectuate the terms of the Plan would otherwise require the consent or approval of the managers, directors, or officers of the Debtor, this Confirmation Order shall, pursuant to sections 1123(a)(5) and 1142 of the Bankruptcy Code, constitute the consent or approval, and such actions are deemed to have been taken by unanimous action of the managers, directors, and officers of the Debtor.

9. Vesting of Assets. Other than the assets being acquired by the Purchasing Entity, all of the Debtor's assets, property and causes of action shall vest in the Reorganized Debtor, subject to and in accordance with the provisions of the Plan, the Purchased Asset Allocation and this Confirmation Order. In particular, other than any Causes of Action against an Entity that are expressly waived, relinquished, exculpated, released, compromised, settled under the Plan in accordance with section 1123(b) of the Bankruptcy Code, the Debtor preserves and retains any and all Causes of Action, which shall vest in the Reorganized Debtor in accordance with section 7.2 of the Plan.

10. Binding Effect. From and after entry of this Confirmation Order, and subject to the occurrence of the Effective Date, except to the extent otherwise provided in the Plan or this

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Confirmation Order, the provisions of the Plan, as applicable, shall be binding on and shall inure to the benefit of, any heir, executor, administrator, personal representative, successor, or assign of such Person, including, but not limited to, all holders of Claims and Interests of the Debtor (irrespective of whether such Claims or Interests are Impaired under the Plan or whether the holders of such Claims or Interests accepted, rejected or are deemed to have accepted or rejected the Plan), and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtor, and all other parties in interest in this chapter 11 case.

11. Cancellation of Outstanding Interests. As of the Effective Date, and as except as otherwise provided for in the Plan or herein, all Interests, shall be deemed automatically cancelled and the obligations of the Debtor thereunder or in any way related thereto.

12. Release of DIP Liens. On the Effective Date, any liens pledges, or other security interests granted to the DIP Agent upon the DIP Collateral shall be automatically deemed fully released and discharged, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtor or the Reorganized Debtor, as applicable. The DIP Agent shall execute and deliver all documents reasonably requested by the Reorganized Debtor to evidence the release of such liens, pledges, and other security interests on any assets of the Debtor.

13. Directors, Officers and Board Members of the Debtor. On the Effective Date, except for purposes of evidencing a right to a distribution under the Plan or as otherwise provided for in the Plan or herein, all officers, directors, and members of the Board of Directors of the Debtor shall be deemed to have resigned. On the Effective Date, the officers, directors, and

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members of the Board of Directors of the Reorganized Debtor that are listed in the Plan Supplement will be deemed appointed without any further approval or action required to be made by the Reorganized Debtor. After the Effective Date, the selection and modification of officers and directors of the Reorganized Debtor shall be as provided in accordance with the Reorganized Debtor's organizational documents.

14. Plan Supplement. The forms, terms and provisions of each of the Plan Supplement documents are hereby approved, including the Amended Certificate of Incorporation. The Plan Supplement shall be deemed incorporated into the Plan by reference and are a part of the Plan as if set forth in full therein. On or prior to the Effective Date, but subject to the occurrence of the Effective Date, the Debtor is hereby authorized to execute and deliver each of the Plan Supplement documents, in substantially the respective forms included in the Plan Supplement, including such changes thereto as are consistent with the Plan and in form and substance reasonably acceptable to the Debtor. Subject to the occurrence of the Effective Date, each of the Plan Supplement documents, once executed, shall constitute a legal, valid binding and authorized obligation of the respective parties thereto, enforceable in accordance with its terms (except as enforceability may be limited by any bankruptcy or insolvency proceeding filed by any party thereto subsequent to the date of the execution of such document).

15. In particular, the Exit Financing Facility is hereby approved and authorized in all respects. The Debtor, or the Reorganized Debtor, or the Purchasing Entity, as applicable, are hereby authorized, without further approval of the Bankruptcy Court or any other party, to take all

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actions as necessary or desirable to execute, deliver, and perform under the Exit Financing Facility Documents.

Treatment of Executory Contracts and Unexpired Leases

16. The provisions of Article VIII of the Plan governing executory contracts and unexpired leases are hereby approved in their entirety.

17. Assumption of Contracts and Leases. On the Effective Date, except as otherwise provided under the Plan, and except to the extent an Executory Contract or Unexpired Lease entered into by the Debtor prior to the Petition Date: (a) was rejected previously by the Debtor; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to reject filed on or before the Effective Date; or (d) is designated specifically or by category as a contract or lease to be rejected on the Schedule of Rejected Contracts and Leases, each executory contract and unexpired lease entered into by the Debtor prior to the Petition Date shall be deemed assumed pursuant to section 365 of the Bankruptcy Code. This Confirmation Order shall constitute approval of any such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

18. Insurance Policies. Notwithstanding anything to the contrary in the Plan or the Confirmation Order, the Bar Date Order, any claim objection, any other document related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases): (a) on the Effective Date, the Debtor shall be deemed to have assumed all insurance policies, unaltered and in their entirety, pursuant to sections 105 and 365 of the Bankruptcy Code and, after the

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foregoing assumption of the insurance policies, all of the insurance policies shall vest, unaltered and in their entirety, in the Reorganized Debtor; (b) on and after the Effective Date, the Reorganized Debtor, on behalf of the Debtor, shall become and remain liable in full for all of its and the Debtor's, obligations under the insurance policies regardless of whether such obligations arise before, on, or after the Effective Date, without the need or requirement for any insurers to file or serve any notice of recoupment or a request, application, claim, Proof of Claim or motion for payment or allowance of any Administrative Claim or any objection to a proposed cure amount and without any Insurers being subject to any bar date, Administrative Claims Bar Date, or similar deadline governing cure amounts or other Claims; (c) nothing (i) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any insurance policies or (ii) alters or modifies the obligation, if any, of the insurers to pay claims covered by insurance policies; (d) nothing shall permit or otherwise effectuate a sale, assignment or other transfer of any insurance policy and/or any rights, benefits, claims, proceeds, rights to payment, or recoveries under and/or relating to any insurance policy without the prior express written consent of the applicable insurer; and (e) the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in Article 10.6 of the Plan, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (I) claimants with valid workers' compensation claims or direct action claims against an insurer under applicable non-bankruptcy law to proceed with their claims; (II) the insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of the Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against any

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insurer under applicable non-bankruptcy law, or an order has been entered by the Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in Article 10.6 of the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; and (III) the insurers to cancel any insurance policies and take other actions relating to the insurance policies (including effectuating a setoff and/or asserting any recoupment or subrogation rights or claims) provided such cancellation or action is consistent with the policy, the Bankruptcy Code and applicable non-bankruptcy law. For the avoidance of doubt, all indemnity and insurance agreements with CCA's surety providers shall be assumed on the Effective Date, unaltered and in their entirety, pursuant to sections 105 and 365 of the Bankruptcy Code and shall vest, unaltered and in their entirety, in the Reorganized Debtor.

19. Objections to Claims. The provisions of Article VII of the Plan governing resolving Claims are hereby approved in their entirety .Except as expressly provided in the Plan or in this Confirmation Order, the Debtor (before the Effective Date) or the Plan Administrator (on or after the Effective Date), as applicable, shall have the exclusive authority and standing to file objections to Claims. Notwithstanding anything to the contrary in the Disclosure Statement or the Plan, after the later of the Confirmation Date or an applicable Bar Date, a proof of claim that is filed or amended without authorization of the Bankruptcy Court shall be automatically disallowed. From and after the Effective Date, the Plan Administrator may settle or compromise any Disputed Claim without need for notice or approval of the Bankruptcy Court.

20. Setoffs and Recoupment. Except with respect to Claims or Interests that are Allowed pursuant to the Plan, the Plan Administrator may, but shall not be required to, setoff

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against or recoup from any Claims of any nature whatsoever that the Debtor may have against the claimant pursuant to section 558 of the Bankruptcy Code or otherwise, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor or the Plan Administrator of any such Claim it may have against the holder of such Claim.

21. Administrative Claim Bar Dates. Administrative Claims must be filed on or before the Administrative Claims Bar Date as set forth in the Plan, except that the Administrative Claims Bar Date for Administrative Claims pursuant to section 503(b)(9) of the Bankruptcy Code shall be the deadline established under the Bar Date Order. Holders of Administrative Claims that are or were required to, but did not or do not, file an Administrative Claim by the applicable bar date, (a) shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtor or its property, (b) shall have such Administrative Claims be deemed released against the Debtor as of the Effective Date, and (c) shall not be entitled to a distribution under the Plan.

22. Professional Fee Claims. All final requests for Payment of Professional fee Claims must be (i) filed with the Bankruptcy Court, and served on the Plan Administrator on or before the 45th day following the Effective Date, and (ii) after notice and a hearing in accordance with the procedures established by the Bankruptcy Code and Bankruptcy Rules and any prior orders of the Bankruptcy Court in this chapter 11 case; *provided, however*, that any Professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professional Order may continue to receive such compensation or reimbursement of expenses for services

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rendered before the Effective Date, without further Bankruptcy Court order, pursuant to the Ordinary Course Professional Order.

Sale Related Provisions

23. Approval of Sale to Certain Assets to Purchasing Entity. The Stock Transfer Agreements are authorized and approved in all respects pursuant to sections 105(a), 363(b) and 1123(b)(4) of the Bankruptcy Code. The assets sold to the Purchasing Entity pursuant to the Stock Transfer Agreements shall be sold free and clear of any interest in such property, including free and clear of any Claims, liens, liabilities, Interests, rights and encumbrances.

24. Free and Clear Sale Necessary. The DIP Lenders would not have directed the transfer of certain of the Debtor's assets to the Purchasing Entity in connection with their agreement to enter into the Exit Financing Facility and other settlements contained in the Plan, thereby adversely affecting the Debtor, its estate, creditors and other parties in interest, if the sale of these assets were not free and clear of any interest in such assets, including any Claims, liens, liabilities, Interests, rights and encumbrances in such assets, or if the Purchasing Entity would, or in the future could, be liable for any such Claims, liens, liabilities, Interests, rights or encumbrances or other interest in such assets.

25. Good Faith Purchaser. The Purchasing Entity is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of section 363(m) under this Confirmation Order. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the transactions contemplated by the Stock Transfer Agreements. Neither the Debtor nor the

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Purchasing Entity has engaged in any conduct that would prevent the application of section 363(m).

Releases, Injunction and Exculpation

26. All release, injunction and exculpation provisions contained in the Plan, including, without limitation, those contained in Article X of the Plan, are hereby authorized, approved, and shall be effective and binding on all persons and entities, to the extent expressly described in the Plan, except as set forth herein.

27. Debtor Release. As of the Effective Date, and except as set forth in paragraph [•], pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, the Debtor, its estate, and any and all other Entities who may purport to assert any Cause of Action by, through, for, or because of the foregoing Entities, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, in each case, whether prepetition or postpetition (including any derivative Claims asserted or that may be asserted on behalf of the Debtor and its estate, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, the Debtor or the conduct of its business (in each case, whether prepetition or postpetition), the formulation, preparation, dissemination, negotiation of the Plan, the Disclosure Statement, any contract, instrument, release, or other agreement or document created or entered into in connection with the

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Plan, the Disclosure Statement, this chapter 11 case, the pursuit of Confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date (in each case, whether prepetition or postpetition) related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article 10.4(a) of the Plan shall not release (i) any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence; and (ii) any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement executed to implement the Plan.

28. Except as set forth in paragraph [•], for the avoidance of doubt, any claims or Causes of Action that may be asserted by the Debtor and its estate, against the Released Parties are not retained Causes of Action and shall be fully and finally released, enjoined, and discharged pursuant to 10.4(a) of the Plan and the Debtor and its estate on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons or Entities that may purport to assert any claims or Causes of Action directly or derivatively, by, through, for, or because of the foregoing Debtor and its estate shall not be entitled to any recovery from the Released Parties or any of their related parties, except as provided in paragraph [•] of this Confirmation Order.

29. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval pursuant to the Bankruptcy Code and Bankruptcy Rules, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall

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constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to implementing the Plan; (ii) in the best interests of the Debtor and all holders of Claims and Interests; (iii) fair, equitable, and reasonable; (iv) given and made after due notice and opportunity for hearing; (v) a sound exercise of the Debtor's business judgment; and (vi) a bar to the Debtor or its estate, asserting any claim or Cause of Action related thereto, of any kind, against any of the Released Parties or their property.

30. Nothing contained in the Plan or this Confirmation Order shall impact or discharge any Person's or Entity's indemnifications rights under the Debtor's bylaws, operating agreements and related governance documents, which shall all be reinstated and survive the Plan's Effective Date and continue as obligations of the Reorganized Debtor.

31. Third-Party Releases. As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged the Debtor and each other Released Party from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever (in each case, whether prepetition or postpetition up until the Effective Date), including any derivative Claims asserted or that may be asserted on behalf of the Debtor or its estate, that such Releasing Party would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising

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from, in whole or in part, the Debtor or the conduct of its business (in each case, whether prepetition or postpetition up until the Effective Date), the formulation, preparation, dissemination, or negotiation of the Plan, the Disclosure Statement, any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, this chapter 11 case, the pursuit of Confirmation, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date (in each case, whether prepetition or postpetition) related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article 10.4(b) of the Plan shall not release (i) any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence; and (ii) any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement executed to implement the Plan.

32. Injunction. From and after the Effective Date, all Entities are permanently enjoined from commencing or continuing in any manner any cause of action released or to be released pursuant to the Plan or the Confirmation Order. From and after the Effective Date, to the extent of the releases and exculpation granted in Article X of the Plan, the Releasing Parties shall be permanently enjoined from commencing or continuing in any manner against the Released Parties and the Exculpated Parties and their assets and properties, as the case may be, any suit, action, or other proceeding on account of or respecting any claim, demand, liability, obligation, debt, right,

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cause of action, interest, or remedy released or to be released pursuant to Article X of the Plan. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan, all Entities who have held, hold, or may hold Claims or Interests that have been released pursuant to Article 10.4 of the Plan or are subject to exculpation pursuant to Article 10.5 of the Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or estate of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled, or discharged pursuant to the Plan.

33. Exculpation. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Cause of Action for any claim related to any act or omission from the Petition Date to the Effective Date in connection with, relating to, or arising out of, this chapter 11 case, in whole or in part, the Debtor, the formulation, preparation, dissemination, negotiation, of the Plan, the Disclosure

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Statement, any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the filing of this chapter 11 case, the pursuit of confirmation, the pursuit of consummation, the administration and implementation of the Plan or the distribution of Cash under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to the fullest extent permitted by law to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have, and upon substantial consummation of the Plan, shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

34. Discharge of Claims and Termination of Interests. In consideration of the Distributions to be made under the Plan, except as otherwise expressly provided in the Plan, each holder (as well as any representatives, trustees, or agents on behalf of each holder) of a Claim or Interest and any affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such Entities shall be forever precluded and enjoined, pursuant to

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section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in the Debtor against the Debtor, the Reorganized Debtor, the Purchasing Entity, or any of their assets or property, whether or not such holder has filed a proof of Claim and whether or not the facts or legal bases therefor were known or existed prior to the Effective Date.

Payment of Statutory Fees and Tax Issues

35. Payment of Statutory Fees and U.S. Trustee Reporting Requirements. On the Effective Date, the Debtor shall pay all U.S. Trustee Fees that are due and owing as of the Effective Date. Nothing in the Plan shall release the Debtor from its obligation to pay, or the Plan Administrator to pay, all U.S. Trustee Fees arising from and after the Effective Date before a Final Order is entered by the Bankruptcy Court closing, dismissing or converting this chapter 11 case. The U.S. Trustee shall not be treated as providing any release of Claims for U.S. Trustee Fees or other statutory fees under the Plan. The U.S. Trustee shall not be required to file any proof of claim or any request for administrative expense for Quarterly Fees. The Debtor shall file all monthly operating reports due prior to the Effective Date using UST Form 11-MOR and after the Effective Date, the Plan Administrator shall file with the Bankruptcy Court UST Form 11-PCR reports when they become due.

36. Compliance with Tax Requirements. In connection with the Plan and all distributions thereunder, the Plan Administrator shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Plan

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Administrator shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, requiring a holder of a Claim or Interest to submit appropriate tax and withholding certifications. Each holder of an Allowed Claim that is to receive a distribution under the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution and no Plan distributions shall be required to be made to or on behalf of such holder pursuant to the Plan if, after 90 days from the date of transmission of a written request to the holder of an Allowed Claim, the Plan Administrator does not receive a valid, completed IRS form from such holder of an Allowed Claim.

37. Exemption from Certain Transfer Taxes. To the fullest extent permitted by applicable law, any sale transactions consummated by the Debtor and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including the sale to the Purchasing Entity pursuant to section 363(b) of the Bankruptcy Code and the Purchased Asset Allocation and the other transfers effectuated under the Plan, shall constitute a “transfer under a plan” within the purview of section 1146 of the Bankruptcy Code, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

Miscellaneous

38. Immaterial Modifications. Without need for further order or authorization of the Bankruptcy Court, but subject to any limitations set forth in the Plan, the Debtor is authorized and empowered to make any and all modifications to any and all documents that is necessary to

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effectuate the Plan that does not materially modify the terms of such documents and are consistent with the Plan and this Confirmation Order.

39. Effect of Confirmation on Modifications. Entry of this Confirmation Order means that all modification or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

40. Documents and Instruments. This Confirmation Order shall constitute, to the greatest extent permissible, all approvals and consents, if any, required by the laws, rules, or regulations of any state or any governmental authority with respect to the implementation or consummation of the Plan and any act that may be necessary or appropriate for the implementation or consummation of the Plan. Accordingly, each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order, including this Confirmation Order.

41. Conditions to Effective Date. The Plan shall not become effective unless and until the conditions set forth in Article 9.2 of the Plan have been satisfied or waived pursuant to Article 9.2 of the Plan.

42. Conditions to Confirmation Met. All conditions precedent to confirmation set forth in Article 9.1 of the Plan have been satisfied, will be satisfied by entry of this Confirmation Order or have been duly waived.

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43. Vacatur of Order. If this Confirmation Order is vacated or deemed vacated, then the Plan shall be deemed null and void in all respects, and nothing contained in the Plan shall (a) constitute a waiver or release of any Claims against or Interests in the Debtor, (b) prejudice in any manner the rights of the holder of any Claim against, or Interest in, the Debtor, (c) prejudice in any manner any right, remedy or claim of the Debtor, or (d) be deemed an admission against interest by the Debtor or any other Person or Entity.

44. Retention of Jurisdiction. The Bankruptcy Court shall retain and have jurisdiction over any matters arising out of, or related to, this chapter 11 case and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including, but not limited to, the matters set forth in Article XI of the Plan.

45. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

46. Conflicts. To the extent that any provisions of the Disclosure Statement or any other order (other than this Confirmation Order) entered in this chapter 11 case (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan or this Confirmation Order, this Confirmation Order shall govern and control except as expressly set forth herein or in the Plan. In the event of any inconsistency in the Plan and this Confirmation Order, this Confirmation Order shall govern.

47. Severability of Plan Provisions. Each term and provision of the Plan, as it may have been amended by this Confirmation Order, is: (a) valid and enforceable pursuant to its terms;

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(b) integral to the Plan and may not be deleted or modified without the Debtor's consent; and

(c) non-severable and mutually dependent.

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

49. Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New Jersey, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control).

50. Applicable Non-Bankruptcy Law. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, and related documents or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

51. Notice of Order. In accordance with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable after the Effective Date, the Debtor shall serve notice of the entry of this

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Confirmation Order and the occurrence of the Effective Date (the “**Notice of Effective Date**”), substantially in the form annexed hereto as **Exhibit B**, to all parties who currently hold a Claim or Interest in this case, including the U.S. Trustee, the Internal Revenue Service, the United States Attorney for the District of New Jersey, and any party filing a notice pursuant to Bankruptcy Rule 2002. Such notice is hereby approved in all respects and shall be deemed good and sufficient notice of entry of this Confirmation Order and occurrence of the Effective Date.

52. No Waiver. The failure to specifically include or refer to any particular provision of the Plan in this Confirmation Order will not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Bankruptcy Court that the Plan is confirmed in its entirety and incorporated herein by this reference.

53. Waiver of Stay. The requirement under Bankruptcy Rule 3020(e) that an order confirming a plan is stayed until the expiration of fourteen (14) days after entry of the order is hereby waived. This Confirmation Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062 or other applicable rule.

EXHIBIT A TO ORDER

Plan

EXHIBIT B TO ORDER

Notice of Effective Date

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

NOTICE OF (A) ENTRY OF THE ORDER (I) APPROVING THE DISCLOSURE STATEMENT ON A FINAL BASIS AND (II) CONFIRMING THE CHAPTER 11 PLAN OF CCA CONSTRUCTION, INC.; (B) THE EFFECTIVE DATE THEREOF; AND (C) CERTAIN DEADLINES

TO CREDITORS, HOLDERS OF CLAIMS AND INTERESTS, AND PARTIES IN INTEREST, PLEASE TAKE NOTICE THAT:

1. **Confirmation of the Plan.** On _____, 2026, the Honorable Christine M. Gravelle, United States Bankruptcy Judge for the United States Bankruptcy Court for the District of New Jersey (the “**Court**”), entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement on a Final Basis and (II) Confirming the Chapter 11 Plan of CCA Construction, Inc.* [Docket No. •] (the “**Confirmation Order**”), (i) approving on a final basis the *Disclosure Statement for the Chapter 11 Plan of CCA Construction, Inc.* [Docket No. 648] (as modified, revised, supplemented and amended, the “**Disclosure Statement**”); and (ii) confirming the *Chapter 11 Plan of CCA Construction, Inc.* [Docket No. •] (as modified, supplemented and amended including all attachments and exhibits thereto, the “**Plan**”).²

2. **Effective Date of the Plan.** All conditions precedent to occurrence of the Effective Date of the Plan have been satisfied or waived. The Effective Date of the Plan occurred on _____, 2026.

3. **Administrative Claims Bar Date.** All requests for payment of Administrative Claims must be filed with the Bankruptcy Court and served on the Plan Administrator on or before the first Day that is 30 days after the Effective Date

4. **Professional Fee Claims.** Each Professional asserting an Administrative Claim for compensation for services rendered must file with the Bankruptcy Court and serve such request on the Plan Administrator on before the first Day that is 45 days after Effective Date.

5. **Copies of the Plan and the Confirmation Order.** Copies of the Confirmation Order, Disclosure Statement, the Plan, and related documents, are available free of charge at <https://www.veritaglobal.net/ccaconstruction>, or for a fee at the Court’s website at <http://www.njb.uscourts.gov>. The Confirmation Order, Disclosure Statement, Plan, and related documents also are available for inspection during regular business hours in the office of the Clerk of the Court for the District of New Jersey (the “**Clerk**”), Clarkson S. Fisher U.S. Courthouse, 402 East State Street, Trenton, NJ 08608.

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 used but not defined herein shall have the meaning ascribed to such term as in the Plan.

6. **Binding Nature of Plan.** The Plan and its provisions are binding on the Debtor and any holder of a Claim against, or Interest in, the Debtor, and such holder's respective successors and assigns, whether or not the Claim or Interest of such holder is impaired by the Plan and whether or not such holder voted to accept or reject the Plan.

Dated: February [•], 2026

/s/ DRAFT

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