CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed October 3, 2025

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

In re:	§	**Chapter 11**
	§	
VISION2SYSTEMS LLC	§	**Case No. 25-40583-11**
	§	
Debtor.	§	

ORDER APPROVING DEBTOR'S DISCLOSURE STATEMENT, SETTING CONFIRMATION HEARING, AND FIXING TIME FOR FILING ACCEPTANCES AND REJECTIONS OF DEBTOR'S PLAN OF LIQUIDATION

At a hearing held before the Court on September 22, 2025 (the "**Disclosure Statement Hearing**"), the Court considered the adequacy of the information contained in the above-captioned Debtor's *Disclosure Statement in Support of Plan of Liquidation of Vision2Systems LLC* (the "**Disclosure Statement**")[Docket No. 125] with respect to the Debtor's *Plan of Liquidation of Vision2Systems LLC* (the "**Plan**")[Docket No. 124], and the amendments proposed and contained in the *Amended Disclosure Statement in Support of Amended Plan of Liquidation of Vision2Systems LLC* (the "**Amended Disclosure Statement**")[Docket No. 143] with respect to the Debtor's *Amended Plan of Liquidation of Vision2Systems LLC* (the "**Amended Plan**")[Docket No. 142].

The Court, having considered the Amended Disclosure Statement, the representations of counsel, and the arguments of counsel at the Disclosure Statement Hearing, finds and concludes that the Disclosure Statement proposed by the Debtor contains adequate information as required by Section 1125 of the Bankruptcy Code to enable holders of claims and interests of all relevant classes to make an informed judgment about the Plan. Accordingly, it is therefore

ORDERED that the Amended Disclosure Statement is hereby **APPROVED**. It is further

ORDERED that any objections to the Disclosure Statement and Amended Disclosure Statement that were not expressly resolved on the record at the Disclosure Statement Hearing are overruled. It is further

ORDERED that the form of ballot attached hereto (the "**Ballot**") conforms to Official Form 14 and is hereby approved. It is further

ORDERED that, pursuant to Bankruptcy Rule 3017(d), the Debtor shall transmit by first class mail a copy of the Amended Plan, Amended Disclosure Statement, a copy of the Ballot , and the Order Approving Disclosure Statement, Setting Confirmation Hearing and Fixing Time for Filing Acceptances and Rejections of Amended Debtor's Plan of Liquidation to the last known address of all creditors, parties in interest, equity security holders, any party who has filed a notice of appearance and the United States Trustee by October 7, 2025. It is further

ORDERED that **November 10, 2025 at 4:00 p.m., Prevailing Central Time**, is fixed as the deadline by which the holders of claims and interests against the Debtor may submit their ballots to vote to accept the Plan. It is further

ORDERED that **November 10, 2025 at 4:00 p.m., Prevailing Central Time**, is fixed as the deadline by which creditors and parties in interest may file objections to the confirmation of the Plan, which objections shall be in writing, together with proof of service, and served on the following for receipt by **November 10, 2025 at 4:00 p.m., Prevailing Central Time**: (i) Spencer Fane, LLP, 5700 Granite Parkway, Suite 650, Plano, Texas 75024, Attn. Jason P. Kathman: Facsimile (972) 324-0301; and (ii) United States Trustee, 1100 Commerce Street, Room 976, Dallas, Texas 75242, Attn. Erin Schmidt, Facsimile (214) 767-8971 and (iii) on any other parties entitled to notice pursuant to the Federal Rules of Bankruptcy Procedure. It is further

ORDERED that, pursuant to Bankruptcy Rule 3017(c), a hearing on confirmation of the Plan shall be held before this Court on **December 1, 2025 at 9:30 a.m., Prevailing Central Time** in the Courtroom of the Honorable Mark X. Mullin, United States Bankruptcy Judge, Room 128, U.S. Courthouse, 501 W. Tenth Street, Fort Worth, Texas 76102.

 # # # END OF ORDER # # #

Submitted by:

/s/ Jason P. Kathman
Jason P. Kathman
Texas Bar No. 24070036
Alex S. Anderson
Texas Bar No. 24138084
SPENCER FANE LLP
5700 Granite Parkway, Suite 650
Plano, Texas 75024
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**COUNSEL FOR DEBTOR
AND DEBTOR-IN-POSSESSION**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

In re:	§	
	§	**Case No. 25-40583-mxm-11**
VISION2SYSTEMS LLC,	§	
	§	**Chapter 11**
Debtor.	§	

BALLOT FOR ACCEPTING OR REJECTING
DEBTOR'S PLAN OF LIQUIDATION

ELIGIBLE HOLDERS OF CLAIMS SHOULD READ THIS ENTIRE BALLOT BEFORE COMPLETING. PLEASE COMPLETE, DATE, AND SIGN THE BALLOT AND RETURN IT TO THE TO THE VOTING AGENT (AS DEFINED BELOW). YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT (AS DEFINED BELOW) ON OR BEFORE NOVEMBER 10, 2025 AT 4:00 P.M. (CENTRAL TIME) (THE "VOTING DEADLINE").

This ballot (the "**Ballot**") is provided to you to solicit your vote to accept or reject the *Plan of Liquidation of Vision2Systems LLC* (as amended, modified, or supplemented from time to time, the "**Plan**") in connection with the case (the "**Bankruptcy Case**") commenced by Vision2Systems LLC ("**Vision2Systems**" or the "**Debtor**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**").

A copy of the Plan should have accompanied this Ballot. If you do not have a copy of the Plan, you may obtain a copy from the Debtor's counsel by calling 972-324-0372 or by emailing Luzmarina Vargas (the "**Voting Agent**") at lvargas@spencerfane.com. You should review the Plan in its entirety before you vote. You may wish to seek independent legal advice concerning the Plan and your classification and treatment under the Plan.

Voting Deadline: November 10, 2025 at 4:00 p.m. (CDT)

Each Creditor holding a Claim which entitles the Creditor to vote on the Plan has been provided a Ballot along with a copy of the Plan. If a Creditor holds Claims in more than one Class entitled to vote under the Plan, the Creditor may indicate his vote in each Class with the same Ballot, or the Creditor may request an additional Ballot for each additional Class it is entitled to vote. The Ballot is to be used by the Creditor to accept or reject the Plan and to make any elections that are available to the Creditor as indicated by the Ballot.

To ensure that a Ballot is deemed timely and considered by the Voting Agent, which shall be the Debtor's attorneys, Spencer Fane LLP, a Creditor must: (a) carefully review the Ballot and the instructions set forth thereon; (b) provide all of the information requested on the Ballot; (c) sign the Ballot; and (d) return the completed and signed Ballot to the Voting Agent by the Voting

Deadline. The "**Voting Deadline**" is **4:00 p.m. (CDT), on November 10, 2025**. Therefore, in order for a Ballot to be counted for voting purposes and any applicable election, the completed and signed Ballot must be received at the address specified below by no later than the Voting Deadline.

DEADLINE: Must be **RECEIVED**
by 4:00 p.m., Central Time on November 10, 2025

Addressed to:
Spencer Fane LLP
Attn: Luzmarina Vargas
5700 Granite Parkway, Suite 650
Plano, Texas 75024

Creditors Solicited to Vote

Each Creditor holding a Claim in a Class that is Impaired under the Plan is being solicited to vote on the Plan. As to any Claim for which a proof of claim was filed and as to which an objection has been lodged, however, if such objection is still pending as of the Voting Deadline, the Creditor's vote associated with such Claim will not be counted to the extent of the objection to the Claim, unless and to the extent the Bankruptcy Court temporarily allows the Claim upon motion by such Creditor in an amount determined by the Bankruptcy Court. Such motion must be heard and determined by the Bankruptcy Court prior to the date and time scheduled by the Bankruptcy Court for a hearing determining the confirmation of the Plan. Further, the Creditor's vote may be disregarded if the Bankruptcy Court determines that the Creditor's acceptance or rejection of the Plan was not solicited or procured in good faith or in accordance with the provision of the Bankruptcy Code.

Definition of Impairment

Pursuant to section 1124 of the Bankruptcy Code, a Class of Claims is Impaired under a Plan unless, with respect to each Claim of such Class, the plan does at least one of the following two (2) things:

1. leaves unaltered the legal, equitable and contractual rights to which such Claim entitles the holder of such Claim; or

2. notwithstanding any contractual provision or applicable law that entitles the holder of such Claim to demand or receive accelerated payment of such Claim after the occurrence of a default:

   (a) cures any such default that occurred before or after the commencement of the case under the Bankruptcy Code, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code;

   (b) reinstates the maturity of such claim as it existed before the default;

(c) compensates the holder of such Claim for damages incurred as a result of reasonable reliance on such contractual provision or applicable law; and

(d) does not otherwise alter the legal, equitable, or contractual rights to which such claim entitles the holder of such Claim.

The Plan identifies the classes of Creditors and Interests that the Debtor believes are Impaired or Unimpaired under the Plan. The Plan cannot and does not change the law on what is an Impaired class and, to the extent a Creditor disagrees with the Debtor's identification of Impaired or Unimpaired classes, the Creditor may object to the Plan and the Bankruptcy Court will decide the dispute.

Classes 1, 2, 3, 4, and 5 are Impaired; however, Classes 2, 4, and 5 are deemed to reject the Plan. Therefore, only the holders of Claims in Classes 1 and 3 are being solicited for votes in favor of the Plan.

With respect to the foregoing, the Debtor specifically reserves its right to determine and contest, if necessary: (a) the Impaired or Unimpaired status of a Class under the Plan; and (b) whether any Ballots cast by Creditors holding Claims within such a Class should be counted for purposes of confirmation of the Plan.

Votes Required for Class Acceptance

Pursuant to the Bankruptcy Code, a Class of Claims under the Plan shall be deemed to have accepted the Plan if the Plan is accepted by Creditors holding at least two-third (2/3) in amount and more than half (1/2) in number of the Claims within such Class who are entitled to vote and who actually vote using a properly completed and signed Ballot which is returned to the Voting Agent by no later than the Voting Deadline. It is important to note that, pursuant to the Bankruptcy Code, a Class vote in favor of the Plan will be binding even on those creditors in the Class who vote against the Plan, so long as the requisite voting percentages are obtained in favor of the Plan.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN

THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN ARTICLE XI OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Specific Considerations in Voting

While the Plan provides for certain payments after the Effective Date, such payments will only apply to Allowed Claims including Claims arising from defaults. Under the Bankruptcy Code, a Claim may not be paid until it is Allowed. A Claim will be Allowed in the absence of objection.

A Claim, including a Claim arising from default, which has been objected to will be heard by the Bankruptcy Court at a regular, evidentiary hearing and Allowed in full or in part or disallowed. While the Debtor bears the principal responsibility for Claim objections, any interested party, including Creditors, may file Claim objections. Accordingly, payment on some Claims, including Claims arising from defaults, may be delayed until objections to such Claims are ultimately settled.

You should review the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Please refer to the attached list to see how your claims have been classified.

If your ballot is not received by SPENCER FANE LLP, Attn: Luzmarina Vargas, 5700 Granite Parkway, Suite 650, Plano, Texas 75024 on or before November 10, 2025 at 4:00 p.m. (CDT), and such deadline is not extended, your vote will not count as to either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTION BEFORE COMPLETING THIS BALLOT

PLEASE COMPLETE ITEMS 1, 2, 3 AND 4. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED AND COMPLETED IN THE SPACE PROVIDED, YOUR VOTE AND/OR ELECTION MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Principal Amount of Claim. The undersigned hereby certifies that, as of **September 22, 2025,** (the "**Voting Record Date**"), the undersigned was the holder (or the authorized signatory of such holder) of a Claim against a Debtor in the aggregate amount inserted into the box below.

- Amount of Claim

$

Item 2. Votes on the Plan. Please vote to either accept or to reject the Plan with respect to your Claim. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

Before voting on the Plan, please note the following:

If you vote to accept the Plan, you shall be deemed to have consented to the release, injunction, and exculpation provisions set forth in Sections 2.2.71, 2.2.72, 2.2.77, 11.6, 11.7, and 11.8 of the Plan.

If you (i) do not vote to either accept or reject the Plan or (ii) vote to reject the Plan, but in either case do not check the box in Item 3 below, you shall be deemed to have consented to the release provisions set forth in Section 11.7 of the Plan.

The Plan must be referenced for a complete description of the release, injunction, and exculpation, *provided, however,* the entire language of the Release in Section 11.7 is printed verbatim within this ballot.

The undersigned, a holder of a Class ____ Claim[1] votes to (check one box):

[ ] **Accepts** the Plan [ ] **Rejects** the Plan

[1] Classification of Claims
Class 1: Secured Claims of CGC (Impaired)
Class 3: General Unsecured Claims Against Vision2Systems (Impaired)

Item 3. Optional Release Election. The Plan contains the following Third-Party Release contained in Section 11.7.

Notwithstanding anything contained in this Plan to the contrary, on and after the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged by each Releasing Party from any and all Claims and Causes of Action, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, from any and all Claims and Causes of Action, including any derivative claims, asserted or assertable on behalf of any of the foregoing entities, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims asserted or assertable on behalf of the Debtor, the Post-Confirmation Debtor, or its Estate, that such entity would have been legally entitled to assert (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, a Post-Confirmation Debtor, or its Estate or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the capital structure, management, ownership, or operation thereof), the purchase, sale, or rescission of any security of the Debtor or the Post-Confirmation Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between or among the Debtor and any Released Party, the ownership and/or operation of the Debtor by any Released Party or the distribution of any Cash or other property of the Debtor to any Released Party, the assertion or enforcement of rights or remedies against the Debtor, the Debtor's in- or out-of-court restructuring efforts, any Avoidance Actions, the Bankruptcy Case, the formulation, preparation, dissemination, negotiation, or filing of the Plan, any other Definitive Documents, or any restructuring related transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Plan, before or during the Bankruptcy Case, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, the filing of the Bankruptcy Case, the pursuit of Confirmation, the pursuit of the Effective Date, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or 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 related or relating to any of the foregoing taking place on or before the Effective Date. For the avoidance of any doubt, the releases set forth in this Section above shall include, without limitation, any and all claims and causes of action against each Released Party for: breach of contract, breach of fiduciary duty, misapplication of fiduciary property, conspiracy, conversion, negligence, gross negligence, conversion, embezzlement, fraud, fraudulent inducement, fraudulent transfer, theft, assumpsit for money had and received, unjust enrichment, piercing the corporate veil, constructive trust, alter ego, single business entity, quantum meruit, violations of Deceptive Trade Practices Act, and violation of Deceptive Trade Practices Act Tie-in Statutes.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the implementing the Plan; (d) a good faith settlement

and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtor and its Estate; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any claims held by the Holder of any Class 3 Claim who has opted out of this release on the Ballot by submitting the Ballot prior to the Voting Deadline in the manner set forth in the Ballot itself.

Check the box below if you elect not to grant the releases contained in Section 11.7 of the Plan. Election to withhold consent is at your option. If you voted to accept the Plan in Item 2 above, you will be deemed to consent to the releases contained in Section 11.7 of the Plan to the fullest extent permitted by the applicable law regardless of whether you check the box below. If (i) you submit a rejecting Ballot, or (ii) you do not vote either to accept or reject the Plan, in either case without checking the box below, you will be deemed to consent to the release contained in Section 11.7 of the Plan to the fullest extent permitted by applicable law.

[ ] The undersigned elects not to grant the release contained in Section 11.7 of the Plan.

Item 4. Acknowledgments. By signing this Ballot, the holder of Claim voted in this Ballot acknowledges receipt of the Plan and other applicable solicitation materials, and certifies that (i) it has the power to vote to accept or reject the Plan, (ii) it was the holder (or is entitled to vote on behalf of the holder) the Claim described in Item 1 as of the Voting Record Date, and (iii) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned. The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan or indicating both acceptance and rejection of the Plan will not be counted.

Dated: ____________________

Name of Holder of Claim: ________________________________

Signature: ________________________________

____
(print)

____
Title (if corporation or partnership)

Address: ________________________________

____

Telephone: ________________________________

RETURN THIS BALLOT TO:

SPENCER FANE LLP
Attn: Luzmarina Vargas
5700 Granite Parkway, Suite 650
Plano, Texas 75024