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.	§	

DISCLOSURE STATEMENT IN SUPPORT OF PLAN OF LIQUIDATION OF VISION2SYSTEMS LLC

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DATED: August 11, 2025.

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I. INTRODUCTION

Vision2Systems LLC submits this Disclosure Statement (the "**Disclosure Statement**") in Support of the Plan of Liquidation of Vision2Systems LLC (the "**Plan**"). This Disclosure Statement is to be used in connection with the solicitation of votes on the Plan. A copy of the Plan is attached as **Exhibit A.** Unless otherwise defined here, capitalized terms used have the meanings ascribed to them in the Plan (see Article II of the Plan entitled "Definitions, Rules of Interpretation and Computation of Time").

II. INFORMATION REGARDING THE DISCLOSURE STATEMENT

The purpose of this Disclosure Statement is to enable you, if you are a Creditor who is holding an Impaired Claim and who will receive a Distribution under the Plan, to make an informed decision in exercising your right to vote to accept or reject the Plan.

After notice and a hearing, the Bankruptcy Court may rule from the bench under Bankruptcy Code § 1125 and enter an Order (the "**Disclosure Statement Order**") approving this Disclosure Statement as containing information of a kind and in sufficient detail, adequate to enable a hypothetical reasonable investor, typical of the solicited holder of Claims against the Debtor, to make an informed judgment with respect to the acceptance of the Plan.

APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE A DETERMINATION BY THE BANKRUPTCY COURT REGARDING THE FAIRNESS OR MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.

The statements contained in the Disclosure Statement are made as of the date hereof unless another time is specified. Neither delivery of the Disclosure Statement nor any exchange of rights made in connection with the Plan will, under any circumstances, create an implication that there has been no change in the information set forth here since the date of the Disclosure Statement and the materials relied on in preparation of the Disclosure Statement were compiled.

CREDITORS SHOULD CAREFULLY READ THE DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETIES PRIOR TO VOTING.

For the convenience of creditors, the Disclosure Statement summarizes the terms of the Plan, but the Plan itself qualifies all summaries. If any inconsistency exists between the Plan and the Disclosure Statement, the terms of the Plan control.

Each creditor should consult such Creditor's own attorney, accountant, or financial advisor as to the effect of the Plan on such Creditor.

This Disclosure Statement is for use only in connection with the Plan. The Disclosure Statement may not be relied on for any purpose other than to determine whether to vote to accept or reject the Plan, and nothing contained here will constitute an admission of any fact or liability by any party, or be admissible in any proceeding involving the Debtor or any other party, or be deemed conclusive evidence of the tax or other legal effect of the Debtor's reorganization on holders of Claims. Certain of the information contained in this Disclosure statement, by its nature, is forward looking, contains estimates and assumptions that may prove to be wrong or materially different from actual results.

No solicitation of votes to accept or reject the Plan may be made except pursuant to this Disclosure Statement and Bankruptcy Code § 1125. Except for the Debtor and its professionals, no person has been authorized to use or promulgate any information concerning the Debtor, its Estate, or the Plan, other than that contained in the Disclosure statement, the exhibits, and the Plan.

After carefully reviewing this Disclosure Statement, including the attached exhibits, please indicate your acceptance or rejection of the Plan by voting in favor of or against the Plan on the enclosed Ballot and returning the Ballot to the address set forth on the Ballot enclosed. **TO BE SURE YOUR BALLOT IS COUNTED, IT MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME ON THE DATE SET FORTH IN THIS DISCLOSURE STATEMENT ORDER.**

III. GENERAL INFORMATION

A. Historical Information

The Debtor is a Texas limited liability company formed in 2012. Paul Baldwin ("**Baldwin**") has served as a Manager of the Debtor since its formation in 2012.

The Debtor was created, in connection with Saddleback Valley Community Church ("**Saddleback**"), to assist churches to enable a ministry-first approach to stewardship and generosity and to acquire, own, hold, license, operate, market, manage, sell or otherwise develop intellectual property, including, without limitation, computer technology for use by non-profit organizations and churches for the specific use of offering online giving services to their supporters. Working with partner churches, the Debtor developed a product, Vision2, that provided churches with a comprehensive giving and people management solution that provided simplified reporting on a congregation's giving. The Vision2 software supports web, text, and mobile giving by donors, plus effortless scanning of checks, envelopes, and more, for single or multi-campus churches. Vision2 seamlessly integrated with its customer church's websites and allowed the churches to engage givers with a media-rich giving experience. More specifically, rather than focus on Old Testament dictates to tithe to the church, the Debtor's product helped churches elevate and highlight the ministries that were being funded by their congregations and then provide feedback on how campaigns and projects were being funded.

Using the Vision2 software, churches would open accounts in Vision2, allowing their members to make donations via a digital platform. The payment facilitation aspect of the Debtor's product was based upon the Debtor utilizing credit card transactions, ACH debits (to "pull" from the church member's accounts for their contribution), ACH Back Office Conversion transactions for individual checks that could be truncated, and ICL transactions for checks that could not be truncated. Funds were transmitted to church customers via ACH "push" transactions or Wire Transfers. To allow the Debtor to facilitate payments and transfers more quickly to their customer churches, the Debtor utilized a "margin account" that allowed it to get immediate credit (prior to the ACH, ICL, or Credit Card transactions clearing) for the payments made by the church's members.

Red River Systems, a third-party systems integrator, was charged with the original construction of all of the banking integration with the Debtor's initial banking institution, Wells Fargo, for Card, ACH and ICL processing. Red River Systems was responsible for the design of how transactions were transmitted, confirmed, and returned.

B. Factors Precipitating the Bankruptcy Case

In August 2022, Wells Fargo informed the Debtor that they were getting out of the processing business, and that the Debtor would have to change to another processor. Over the next twelve months, the Debtor began reworking its software and integrations with a new processor. In October 2023, shortly after the transition to its new processor, the Debtor encountered a two-week period where, due to the new integrations, it could not facilitate ICL transactions. As a result of the inability to facilitate ICL transactions (i.e., accept and remit check payments made by the Church's members) during that two-week period, several churches left the Debtor's platform and began handling the processing of their own transactions without the Debtor's product. It was during this period, for the first time, the Debtor began to recognize cash-flow shortfalls in settling transactions with its customer churches. The cash flow concerns lead to longer delays in settling transactions with customer churches, which in-turn lead to additional churches leaving the platform and further exasperation of the cash flow problems.

It was during this time, through investigation and review of bank data files, the Debtor learned that for years it had essentially been over-settling transactions to many of its member churches. While utilization of a margin account had the advantage or providing more immediate funds, the margin account would cover-up situations where transactions were reversed and money initially transferred to the Debtor's account, was subsequently withdrawn from its account in the clearance process. Specifically, due to the margin account, the Debtor would receive the funds from ACH, ICL and Credit Card transactions, and then immediately push the funds to the customer churches. However, when transactions pulled by the Debtor were later reversed because of any number of error codes (and the funds withdrawn from the Debtor's account) the funds had already been settled and transferred to the customer churches. To complicate matters, there were a number of instances where Wells Fargo failed to send the required error files in a format requested and expected so there was no clear communication that the withdrawal had occurred or the reason for the reversal and withdrawal. The Debtor's incredibly rapid growth and profits covered-up the issue for years, until churches began leaving in October 2023. By this time though, the Debtor had been over-settling and transferring to 100s of churches for close to a decade.

Further complicating the problem, the Debtor has since learned that, while most of the Debtor's credit card processors would deposit the *gross* amount of the credit card transactions (*i.e.,* the amount charged to the church member) and later charge the fees for the transaction to the Debtor, the High Value American Express Program was likely depositing the *net* amount of the credit card transactions (*i.e.*, the amount charge to the church member minus the fees for the transaction). Because the majority of the Debtor's credit card processors settled gross, the Debtor would withhold the fees from the settlement to its member churches. However, because the fees had already been withheld by American Express on those transactions, the Debtor's withholding of those amounts from church's settlement led to further complications in the accounting.

C. Pre-Petition Lawsuits

As of the Petition Date, there were at least four main lawsuits pending against the Debtor.

1. ***Saddleback Valley Community Church v. Vision2Systems, LLC, et. al.***, Case No. 3:24-cv-02700, pending in the United States District Court for the Northern District of Texas.

On or about October 28, 2024, Saddleback sued the Debtor and certain principals of the Debtor in the United States District Court for the Northern District of Texas, initiating Case No. 3:24-cv-02700 (the "**Saddleback Litigation**"). Saddleback is one of the Debtor's oldest customers and also one of the Debtor's largest customers. In its lawsuit, Saddleback alleges *inter alia* that the Debtor and other defendants breached the contract to Saddleback (though the other defendants are not parties to the contract), that the Debtor and other defendants breached their fiduciary duties to Saddleback, that the Debtor and other defendants (no distinction made between them) committed fraud and fraud in inducement, and that "there is a unity between Vision2 and one or both of the individual defendants that the separateness of the corporation has ceased, and the corporate veil should be pierced to find the individual defendants personally liable for the acts of Vision2."[1]

2. ***The Crossing Church v. Vision2Systems, LLC, et. al***, Cause No. DC-24-18092, pending in the 116th Judicial District Court for Dallas County, Texas.

On October 14, 2024, The Crossing Church ("**Crossing Church**") sued the Debtor and certain of the principals in the 116th District Court for Dallas County, Texas, initiating Cause No. DC-24-18092 (the "**Crossing Church Litigation**"). The Crossing Church alleges *inter alia* breach of contract, breach of fiduciary duty, negligence and gross negligence, money had and received and unjust enrichment. Two weeks after the petition was filed, Northridge Church filed its Original Petition in Intervention and Application for Injunction, and requesting a prejudgment garnishment. In its Original Petition in Intervention, Northridge Church also named each of the principals as parties.

3. ***Resurrection Metropolitan Community Church v. Vision2Systems, LLC, et. al*,** Cause No. 2024-69700, pending in the 234th District Court for Harris County, Texas.

On October 8, 2024, Resurrection Metropolitan Community Church ("**Resurrection Church**") sued the Debtors and its principals in the 234th District Court for Harris County, Texas, initiating Cause No. 2024-69700 (the "**Resurrection Church Litigation**"). Resurrection Church alleges claims for *inter alia*: breach of contract against all of the defendants (even though the principals are not parties to the contract), suit for an accounting, unjust enrichment, quantum meruit, fraud and fraudulent inducement, DTPA violations, and conspiracy.

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[1] *See* Original Complaint at ¶ 92.

4. ***Christian Fellowship Church v. Vision2Systems, LLC, et. al***, Cause No. DC-25-00011, pending in the 68th District Court of Dallas County, Texas.

On or about January 2, 2025, Christian Fellowship Church ("**Christian Fellowship Church**") filed its Verified Original Petition, Application for Temporary Restraining Order, Application for Temporary Injunction and Application for Permanent Injunction in the 68th District Court for Dallas County, Texas, initiating Case No. DC-25-00011 (the "**Christian Fellowship Church Litigation**"). Christian Fellowship Church alleges claims against the Debtor and the principals for *inter alia*: breach of contract, breach of fiduciary duty, negligence/gross negligence, money had and receiver and unjust enrichment, fraud and fraud in the inducement, civil conversion, Texas Theft Liability Act, Texas DTPA, and Conspiracy against each of the defendants named therein, including the Debtor and principals.

IV. THE BANKRUPTCY CASE

A. Commencement of the Bankruptcy Cases and the Estate Professionals

On February 19, 2025 (the "**Petition Date**"), the Debtor filed its voluntary petition for bankruptcy under chapter 11 of the Bankruptcy Code initiating the above-captioned bankruptcy case (the "**Chapter 11 Case**"). From and after the Petition Date, the Debtor has managed its estate as the debtor in possession pursuant to Bankruptcy Code §§ 1107 and 1108.

The law firm of Spencer Fane LLP, counsel to the Debtor, with offices at 5700 Granite Parkway, Suite 650, Plano, Texas 75024, has represented the Debtor as bankruptcy counsel since the commencement of the Chapter 11 Case.

B. Claims Against the Debtor as of the Petition Date

The Debtor filed the required Schedules of Assets and Liabilities [Docket Nos. 61, 81, 82] together with the Statement of Financial Affairs [Docket Nos. 62, 83]. In its Schedules D, E, and F, the Debtor identified Claims against itself and its Estate as of the Petition Date. The Debtor prepared its schedules from its books and records.

All Creditors have an opportunity to file proofs of claim before the applicable Bar Date. If a Creditor files a proof of claim before the Bar Date, then the proof of claim controls and provides the relevant information for the following analysis. If a creditor does not file a proof of claim, but the Schedules list a Claim that is liquidated, undisputed, and noncontingent, then that listing provides the relevant information about the Claim.

C. Assets of the Debtor and its Estate

The Debtor's Assets include Cash, accounts receivable, office equipment, intellectual property and other intangibles, and certain claims and causes of action. Assets of the Debtor are listed in more detail in the Debtor's Schedules A/B filed at Docket Nos. 61 and 81.

V. PLAN OVERVIEW

A. Introduction

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code but can also facilitate the liquidation of a debtor's assets in an organized manner that provides creditors with the best possible recovery. Chapter 11 promotes equality of treatment of creditors and equity security holders who hold substantially similar claims against or interests in the debtor and its assets. In furtherance of these two goals, upon the filing of a petition for relief under chapter 11, section 362 of the Bankruptcy Code provides for an automatic stay of substantially all acts and proceedings against the debtor and its property, including all attempts to collect claims or enforce liens that arose prior to the commencement of the bankruptcy case.

The consummation of a plan is typically the principal objective of a chapter 11 case. A plan sets forth the means for satisfying claims against the debtor. Confirmation of a plan by the bankruptcy court makes the plan binding upon the debtor, any issuer of securities under the plan, and any creditors of or equity security holder in the debtor, whether or not such creditor or equity security holder (i) is impaired under or has accepted the plan or (ii) receives or retains any property under the plan. Subject to certain limited exceptions and other than as provided in the plan itself or the confirmation order, the confirmation order discharges the debtor from any debt that arose prior to the date of confirmation of the plan and substitutes therefor the obligations specified under the confirmed plan and terminates all rights and interests of equity security holders.

THE REMAINDER OF THIS SECTION PROVIDES A SUMMARY OF THE PLAN, AND OF THE CLASSIFICATION AND TREATMENT OF CLAIMS UNDER THE PLAN. IT IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN (AS WELL AS THE EXHIBITS ATTACHED THERETO AND DEFINITIONS THEREIN), WHICH IS ATTACHED AS EXHIBIT A.

THE PLAN ITSELF AND THE DOCUMENTS REFERRED TO THERE CONTROL THE ACTUAL TREATMENT OF CLAIMS AGAINST THE DEBTOR UNDER THE PLAN AND WILL, UPON OCCURRENCE OF THE EFFECTIVE DATE, BE BINDING UPON ALL HOLDERS OF CLAIMS AGAINST THE DEBTOR, ITS ESTATE, ALL PARTIES RECEIVING PROPERTY UNDER THE PLAN, AND OTHER PARTIES IN INTEREST. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DISCLOSURE STATEMENT, ON THE ONE HAND, AND THE PLAN OR ANY OTHER OPERATIVE DOCUMENT, ON THE OTHER HAND, THE TERMS OF THE PLAN AND/OR SUCH OTHER OPERATIVE DOCUMENT WILL CONTROL.

B. Summary of Treatment of Unclassified Claims, Classes of Claims, and Equity Interests

The primary purpose of the Plan is to facilitate the resolution and treatment of outstanding Claims, Liens, and Equity Interests. The Plan contemplates payment of the Principals Settlement Amount to fund priority, administrative, and secured claims. Insider Claims and Equity Interests will receive no distribution under the Plan.

1. *Administrative Claims and Professional Claims*. In full and final satisfaction of Allowed Administrative Claims, each Allowed Administrative Claim shall, unless otherwise agreed, be paid in full in Cash by the later of (a) 15 days after the Effective Date, or (b) 15 days after becoming an Allowed Administrative Claim; *provided, however*, that Allowed Administrative Claims that represent liabilities incurred on or after the Petition Date, but prior to the Effective Date, in the ordinary course of the Debtor's business which may be paid in the ordinary course of the Debtor's business without Order of the Bankruptcy Court, shall be paid in accordance with the agreements related thereto. Each Allowed Professional Claim, after deducting any retainer, shall be paid by the Debtor by the later of (i) five Business Days after such Professional Claim is Allowed by a Final Order, or (ii) on such date as agreed by the Debtor and the applicable Professional.

2. *Statutory Fees*. All fees due and payable on or before the Effective Date (a) pursuant to 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the Confirmation Hearing, and (b) to the U.S. Trustee shall be paid by the within 15 days following the Effective Date. From and after the Effective Date, any fees and charges which are assessed under Chapter 123, Title 28, United States Code, in relation to the Bankruptcy Case shall be paid by as they become due.

3. *Treatment of Classes of Claims and Equity Interests*.

Class	**Treatment of Claim/Equity Interest**	**Estimated Aggregate Amount of Claims**[2]	**Proposed Treatment of Allowed**
Class 1: Secured Claims of CGC	Impaired	$100,000	Class 1 shall consist of the Allowed Secured Claims of CGC, the amount of which shall be determined by the Court at the Confirmation Hearing. Except to the extent that CGC and the Debtor or Post-Confirmation Debtor agree to less favorable treatment, CGC shall receive the sum of $100,000.00 in Cash on the Effective Date, plus an assignment of the Debtor's contract with Tithe.ly and all of the proceeds related thereto. Estimated Recovery – 100%
Class 2: Secured Claim of the SBA	Impaired	$0	Class 2 shall consist of the Allowed Secured Claim of the SBA, which shall be Allowed in the amount of zero dollars. The SBA shall receive nothing on account of its Allowed

[2] Claims are estimates only and may be subject to all objections. The Debtor reserves all rights regarding the same. Claims included in one class may be properly classified in another class.

			Class 2 Claim. Estimated Recovery – \$0
Class 3: General Unsecured	Impaired	Approx. \$6.1 Million[3]	Class 3 consists of Allowed Unsecured Claims Against the Debtor not placed in any other Class. Except to the extent that a holder of an Allowed Class 3 Claim and the Debtor or Post-Confirmation Debtor agree to different treatment, each holder of an Allowed Class 3 Claim shall receive, in full and final satisfaction of such claim, (i) its Pro Rata share of the Initial GUC Distribution Amount and, (ii) to the extent such holder of an Allowed Class 3 Claim does not opt out of the releases granted pursuant to <u>Section 11.7</u> of the Plan, its Pro Rata share of the GUC Settlement Distribution Amount. Estimated Recovery – Unknown
Class 4: Insider Claims	Impaired	Approx. \$298,130.52	Class 4 consists of Insider Claims Against Vision2Systems. Holders of Class 4 Claims shall receive nothing on account of their claims. Estimate Recovery – 0%
Class 5: Equity Interests	Impaired	N/A	Class 5 consists of the Equity Interests in Vision2Systems. The Equity Interests in Vision2Systems shall be cancelled as of the Effective Date. Estimated Recovery – 0%

VI. SUMMARY OF CERTAIN PLAN PROVISIONS

A. Means of Implementing the Plan

1. *Distribution of FBO Funds*. On or immediately after the Effective Date, the Post-Confirmation Debtor shall distribute the FBO Funds in their entirety from each FBO account to the designated church that corresponds to each respective FBO account label.

[3] Amount does not account for fact that some claims may be subject to offset.

2. *Settlement of Claims with Paul Baldwin and Carl Tierney*. Pursuant to Bankruptcy Rule 9019, the Plan does, and shall, constitute a compromise, settlement and release of all potential claims against Balwin and Tierney on the terms set forth below. Entry of the Confirmation Order shall constitute approval of the Principals Settlement set forth below, which shall become effective upon the Effective Date.

a. Release of Estate Claims. In exchange for the consideration set forth in this section 6.2, the Debtor and Principals agree to the following releases: on the Effective Date the Debtor shall release and will be permanently enjoined from any prosecution or attempted prosecution of any and all claims, obligations, suits, judgments, damages, rights, remedies, cause of action and liabilities of any nature, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or non-contingent, existing or hereafter arising, at law, in equity or otherwise, including any claims or causes of action under the Bankruptcy Code or other applicable law, and further including any causes of action for breach of contract, breach of fiduciary duty, 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, conspiracy, which Debtor has or may have against the Principals and any of its respective members, managers, officers, directors, employees, partners, affiliates, funds, advisors, attorneys, agents and representatives and their respective property. On the Effective Date, the Principals shall release and be permanently enjoined from any prosecution or attempted prosecution of any and all claims, obligations, suits, judgments, damages, rights, remedies, causes of action and liabilities of any nature, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or non-contingent, existing or hereafter arising, at law, in equity or otherwise, including any claims or causes of action under the Bankruptcy Code or other applicable law which the Principals have or may have against the Debtor, and each of its respective members, managers, officers, directors, employees, partners, affiliates, funds, advisors, attorneys, agents and representatives and their respective property.

b. Principals Settlement Payment. As set forth more fully on the Ballot, all holders of Class 3 Claims shall be deemed to have consented to the provisions of Article XI of the Plan, including the third-party release described in Section 11.7 of the Plan, regardless of whether a Ballot has been submitted, unless the holder of a Class 3 Claim has specifically checked the box on the Ballot to opt out of the third party release. In consideration for the release set forth in Section 11.7 of the Plan and other releases set forth in this Plan, on the Effective Date, the Principals shall pay an amount equal to the Principals Settlement Amount to the Estate to be used as provided for in this Plan. More specifically, the Principals Settlement Proceeds shall first be used to fund the Initial GUC Distribution Amount and the GUC Settlement Distribution Amount, with remainder used to fund the Administrative Reserve. To the extent any amount remain after funding the Administrative Reserve in an amount necessary to pay Administrative Claims in full, such additional amounts shall be distributed to Allowed Class 3 Claims Pro Rata. Any holder of a Class 3 Claim who has checked the box on the Ballot to opt out of the third-party release shall be deemed to have forfeited its right to receive its Pro Rata portion of the GUC Settlement Distribution Amount.

c. Principals' Waiver of Claims. As of the Petition Date, the Debtor owed Baldwin $256,130.52, and Tierney $42,000.00, which debts, upon the Effective Date of the Plan, shall be deemed to be waived in full.

3. *Post-Effective Date Winddown*. On or after the Effective Date, the Post-Confirmation Debtor will take such actions as may be necessary or appropriate to wind down, dissolve, or otherwise terminate the corporate existence of the Post-Confirmation Debtor. After the Effective Date, Paul Baldwin shall continue to serve as an authorized representative of the Post-Confirmation Debtor to carry-out the wind down of the Post-Confirmation Debtor.

4. *Authority*. All actions and transactions contemplated under this Plan are and shall be authorized upon Confirmation of this Plan without the need of further approvals, notices or meetings of the Debtor's directors, officers, managers and/or members, other than notice provided by serving this Plan on (i) all known holders of Claims and (ii) all current holders of Equity Interests of the Debtor. Specifically, all amendments to the certificates of incorporation and bylaws of the Debtor and all other corporate actions on behalf of the Debtor as may be necessary to put into effect or carry out the terms and intent of this Plan, including, without limitation, any mergers, consolidations, or dissolution of the Debtor, may be effected, exercised, and taken without further action by the Debtor's directors, officers, managers and/or members with like effect as if effected, exercised and taken by unanimous action of the directors, officers, managers and/or members of the Debtor.

5. *Conditions to Effective Date*. The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied in accordance with the terms hereof:

a. The Confirmation Order shall have become a Final Order; and
b. All other actions, documents, and agreements necessary to implement the Plan shall have been effected or executed.

6. *Waiver of Conditions Precedent*. Each of the conditions precedent in Section 6 hereof may be waived, in whole or in part, without notice or order of the Bankruptcy Court.

7. *Preservation* of *Causes of Action*. Unless expressly released otherwise by this Plan or by an order of the Bankruptcy Court, any and all such claims and Causes of Action against third parties are specifically reserved, including but not limited to any such claims or Causes of Action relating to any counterclaims, demands, controversies, costs, debts, sums of money, accounts, reckonings, bonds, bills, damages, obligations, liabilities, objections, legal proceedings, equitable proceedings, and executions of any nature, type, or description, avoidance actions, fraudulent transfer actions, strong-arm power actions, state law fraudulent transfer actions, improper assignment of interest, negligence, gross negligence, willful misconduct, usury, fraud, deceit, misrepresentation, conspiracy, unconscionability, duress, economic duress, defamation, control, interference with contractual and business relationships, breach of fiduciary duty, conversion, aiding and abetting, civil conspiracy, conflicts of interest, misuse of insider information, concealment, disclosure, secrecy, misuse of collateral, wrongful release of collateral, failure to inspect, environmental due diligence, negligent loan processing and administration,

wrongful recoupment, wrongful setoff, violations of statutes and regulations of governmental entities, instrumentalities and agencies, equitable subordination, debt re-characterization, substantive consolidation, securities and antitrust laws violations, tying arrangements, deceptive trade practices, breach or abuse of any alleged fiduciary duty, breach of any special relationship, course of conduct or dealing, obligation of fair dealing, obligation of good faith, malpractice, at law or in equity, in contract, in tort, or otherwise, known or unknown, suspected or unsuspected.

Unless expressly released by this Plan or by an order of the Bankruptcy Court, the Debtor may hold claims against a holder of a Claim or Equity Interest, including but not limited, the following claims and Causes of Action, all of which shall be preserved:

- Any discharge or dischargeability causes of action under sections 523 or 727 of the Bankruptcy Code related to any claim or Cause of Action reserved and preserved under the Plan and this Disclosures Statement;

- Fraudulent transfer and other avoidance claims arising under sections 506, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code and various state laws;

- Unauthorized post-petition transfer claims including, without limitation, claims under section 549 of the Bankruptcy Code;

- Claims and Causes of action against Wells Fargo related to its agreements with the Debtor, and Wells Fargo's role in the Debtor's handling of payments;

- Claims, Counterclaims, and Causes of Action asserted in current litigation, whether commenced pre- or post-petition, including but not limited the claims, counterclaims, and requests for relief asserted in the matters disclosed in the Debtor's Statements of Financial Affairs filed in the Bankruptcy Case and listed here:

  The Crossing Church v. Vision2Systems LLC, Cause No. DC-24-18092 pending before the 116th District Court of Dallas County, Texas;

  Christian Fellowship Church v. Vision2Systems LLC, Carl Tierney, and Paul Baldwin, Cause No. DC-25-00011 pending before the 68th District Court of Dallas, County, Texas;

  Saddleback Valley Community Church v. Vision2Systems LLC, Carl Tierney, and Paul Baldwin, Case No. 3:24-cv-02700 pending before the United States District Court for the Northern District of Texas, Dallas Division; and

  Resurrection Metropolitan Community Church v. Vision2Systems LLC, Carl Tierney, and Paul Baldwin, Cause No .2024-69700 pending before the 234th District Court of Harris County, Texas.

B. Treatment of Executory Contracts and Unexpired Leases

1. *General Rejection of Executory Contracts*. All executory contracts and unexpired leases of the Debtor (including, but not limited to, those listed on the Debtor's Schedules) which are not expressly assumed or rejected on or before the Effective Date, or not otherwise specifically treated in this Plan or in the Confirmation Order, shall be deemed to have been rejected as of the Effective Date. The listing by the Debtor in its Schedules of a contract or lease as an executory contract or unexpired lease will not constitute an admission by the Debtor that such contract or lease is an executory contract or unexpired lease of the Debtor, or that the Debtor or its respective Estate has any liability thereunder.

2. *Claims for Damages*. Unless otherwise specified in a separate Final Order of the Bankruptcy Court, any Claim based upon rejection of an executory contract or unexpired lease under the Plan must be Filed with the Bankruptcy Court and served on the Post-Confirmation Debtor such that the Claim is actually received within 30 days of the entry of the Confirmation Order. All Allowed Claims for rejection damages, unless otherwise specifically provided for or addressed in this Plan, shall be treated as a Class 3 Claim. Any Claim not Filed within such time will be forever barred from assertion against the Debtor and its Estate.

C. Procedures for Resolving Disputed, Contingent and Unliquidated Claims

1. *Standing*. In addition to all other parties that may otherwise have standing to object to Claims, the Post-Confirmation Debtor shall have specific standing to object to the Allowance of Undetermined Claims.

2. *Effect of Bar Date*. In accordance with Bankruptcy Rule 3003(c), any entity, Person or Creditor whose Claim was listed in the Schedules, or holds a Contingent Claim, Unliquidated Claim, or Disputed Claim, and did not file a Proof of Claim before the Bar Date, shall not be treated as a Creditor with respect to such Claim for purposes of voting or distribution, except as otherwise provided in Section 8.2 of the Plan with regard to distribution for post-confirmation rejection damages claims.

3. *Amendments to Claims; Claims Filed After the Effective Date*. Except as otherwise provided in the Plan, and subject to the Bar Date, a Claim may not be amended after the Effective Date without the prior written authorization of the Bankruptcy Court. Except as otherwise provided in the Plan, any amended Claim Filed with the Bankruptcy Court after the Effective Date shall be deemed Disallowed in full and expunged without the need for any action by the Post-Confirmation Debtor.

4. *Objection Deadline*. Within 90 days after the Effective Date, unless such date is extended by Order of the Court after notice and hearing, the Post-Confirmation Debtor may file with the Bankruptcy Court objections to Claims and interests and shall serve a copy of each such objection upon the Holder of the Claim or interest to which such objection pertains, but upon no other party or party in interest. Unless arising from an Avoidance Action, any Proof of Claim filed after the Confirmation Date shall be of no force and effect and need not be objected to. Any Undetermined Claim may be litigated to Final Order. The Post-Confirmation Debtor may compromise and settle any Undetermined Claim without the necessity of any further notice or

approval of the Bankruptcy Court, and Bankruptcy Rule 9019 shall not apply to any settlement of an Undetermined Claim after the Effective Date. Nothing in this Plan extends the Bar Date set in the Bankruptcy Case or grants any Creditor any greater rights with respect to a late-filed Claim than such Creditor otherwise has. Unless otherwise ordered by the Court, the Post-Confirmation Debtor shall litigate to judgment, settle, or withdraw objections to contested Claims.

5. *Creditor Response to Objection*. With respect to any objection to a Claim when such objection is filed after the Effective Date but otherwise in compliance with this Plan, the Creditor whose Claim was the subject of the objection must file with the Bankruptcy Court and serve a response to the objection upon the Post-Confirmation Debtor and the objecting party no later than 30 days from the date of service of any such objection. Failure to file and serve such a response within the 30 days shall cause the Bankruptcy Court to enter a default judgment against the non-responding Creditor and thereby grant the relief requested in the objection without further notice to such Creditor. Any such objection shall contain prominent negative notice language informing the objected-to creditor of the same.

6. *No Payment Pending Allowance*. Except as otherwise provided by any other provision in the Plan, if any portion of a Claim is Disputed or is an Undetermined Claim, then no payment or Distribution shall be made on account of any portion of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

7. *Allowance of Claims*. At the time, and to the extent that a Disputed or an Undetermined Claim becomes an Allowed Claim, such Allowed Claim shall be entitled to such Distributions. Such Distributions shall be made in the manner provided for by this Plan, or any Final Order of the Bankruptcy Court with respect to such Allowed Claim.

8. *Estimation of Claims*. The Post-Confirmation Debtor may at any time request that the Bankruptcy Court estimate any Contingent Claim, Unliquidated Claim or Disputed Claim pursuant to 11 U.S.C. § 502(c), regardless of whether the Debtor or Post-Confirmation Debtor previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates an Undetermined Claim, the amount so estimated shall constitute either the allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Post-Confirmation Debtor may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated, compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Provisions Governing Distributions Generally

1. *Distributions*. The Post-Confirmation Debtor shall make Distributions to the holders of Allowed Claims on the terms set forth in this Plan and subject to the availability of Cash.

2. *Record Date for Claims*. The record date for Distributions to Allowed Claims under the Plan shall be the date the Bankruptcy Court enters its Order approving the Disclosure Statement, or, if applicable, the Order conditionally approving the Disclosure Statement. For purposes of Distribution to holders of Allowed Claims, the Debtor will rely on the Claims Register maintained by the Bankruptcy Court except to the extent a notice of transfer of Claim has been Filed with the Bankruptcy Court prior to the record date pursuant to Bankruptcy Rule 3001.

3. *Form of Distributions*. Any Cash payment to be made pursuant to the Plan may be made by check or wire transfer, at the option of the Post-Confirmation Debtor.

4. *Conditions to Distributions; Warranty of Entitlement*. Each and every Creditor who receives and accepts a Distribution under the Plan on account of an Allowed Claim is deemed to have warranted to the Debtor that such Creditor is the lawful holder of the Allowed Claim, is authorized to receive the Distribution, and that there are no outstanding commitments, agreements or understandings, express or implied, that may or can, in any way, defeat or modify the right of the Creditor to receive the Distribution.

5. *Withholding Taxes*. In connection with this Plan, to the extent applicable, the Post-Confirmation Debtor shall comply with all tax withholding and reporting requirements validly imposed on them by any Governmental Authority, and all Distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Post-Confirmation Debtor shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, payment of applicable withholding taxes from a Distribution, and conditioning a Distribution upon receipt of necessary tax reporting information from the holder of the Claim.

6. *Setoffs*. Except as otherwise expressly provided in the Plan and pursuant to sections 502(d) or 553 of the Bankruptcy Code or any applicable non-bankruptcy law, the Post-Confirmation Debtor may upon application and approval by the Bankruptcy Court, setoff against any Distribution to be made pursuant to the Plan on account of an Allowed Claim any claims, rights or Causes of Action held by the Debtor against the holder of the Allowed Claim, or in relation to the Allowed Claim; *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim shall constitute a waiver or release by the Post-Confirmation Debtor of any such claims, rights or Causes of Action. If the Post-Confirmation Debtor fails to setoff against a Claim and seeks to collect from the holder of such Claim after Distribution to that holder pursuant to the Plan, the Post-Confirmation Debtor shall be entitled to full recovery on the claims of the Debtor or its Estate, if any, against the holder of such Claim.

7. *Rounding*. Where the calculation of a distribution results in a fraction of a cent owing, the calculation shall be rounded down to the nearest whole cent for purposes of paying (or reserving) the Distribution.

8. *De Minimis Distributions*. Notwithstanding any provision of the Plan to the contrary, no Distribution of less than twenty-five dollars ($25.00) shall be made on an Allowed Claim unless such Distribution shall be a final Distribution.

9. *Undeliverable and Unclaimed Distributions*. Any Person that is entitled to receive a Cash Distribution under the Plan but fails to cash a check within 90 days of its issuance shall be entitled to receive a reissued check from the Post-Confirmation Debtor for the amount of the original check, without any interest, if such Person requests the Post-Confirmation Debtor to reissue such check and provides such documentation as may be requested to verify that such Person is entitled to such check prior to the later of: (i) the first anniversary of the Effective Date; or (ii) six months after such Person's Claim becomes an Allowed Claim. After the expiration of the applicable deadline to request a check to be reissued, the Person who fails to cash a check within 90 days of its issuance shall not be entitled to receive any Distribution under the Plan on account of the Claim that was attempted to be paid. If the Distribution to any holder of an Allowed Claim is returned to the Post-Confirmation Debtor as undeliverable, no further Distributions will be made to such holder unless and until the Post-Confirmation Debtor is notified in writing of such holder's current address; *provided*, *however*, a claim for an undeliverable Distribution must be made within 180 days following the date of issuance of the original Distribution. After such date, all unclaimed property shall revert to the Post-Confirmation Debtor for further disbursement in accordance with the Plan, and the Claim of any holder or successor to such holder with respect to such property shall be discharged, disallowed, and forever barred notwithstanding any federal or state escheatment laws to the contrary. The Post-Confirmation Debtor has no obligation to independently undertake any investigation to determine the whereabouts of any holder of an Allowed Claim.

10. *Disputed Distributions*. No Distribution will be made on account of a Disputed Claim unless and until it becomes Allowed. Upon a request for estimation, the Bankruptcy Court will determine what amount of Cash from the initial and subsequent Distributions is sufficient to reserve on account of any Disputed Claim not otherwise treated in the Plan pursuant to section 502 of the Bankruptcy Code or applicable law; in which case, the amount so determined by the Bankruptcy Court shall be deemed the Allowed amount of such Disputed Claims for purposes of the Plan or, in lieu thereof, the Bankruptcy Court will determine the maximum amount to which such Claim may be ultimately Allowed. Upon motion by a party in interest, the Bankruptcy Court may determine the appropriate amount of any reserves required in connection with a Disputed Claim. In the event that a dispute arises as to the rightful owner of an Allowed Claim, or a Distribution thereon, the Post-Confirmation Debtor may either (a) deposit the Distribution into the Disputed Claims Reserve until a determination is made as to the rightful owner of the Distribution by the Bankruptcy Court or by written agreement between each of the Persons making claim to the Distribution, or (b) interplead the Distribution into the registry of the Bankruptcy Court or such other court having jurisdiction over the Disputed Distribution and the Persons making claim to such Distribution, reserving the right to assert any and all claims that the Debtor may have in relation to such interpleader action; *provided, however,* that once segregated or interplead, interest shall cease to accrue on an Allowed Claim.

E. Effects of Confirmation

1. *Notice of the Effective Date*. On or before ten Business Days after occurrence of the Effective Date, the Post-Confirmation Debtor shall mail or cause to be mailed to all holders of Claims and Equity Interests a notice that informs such holders of the following: (a) entry of the Confirmation Order; (b) occurrence of the Effective Date; (c) the Administrative

Claim Bar Date; (d) Professional Claim Bar Date; and (e) such other matters that the Post-Confirmation Debtor deems appropriate.

2. *Binding Effect of Plan*. Upon the Effective Date, the Plan and each of its provisions shall be binding on the Debtor, the Post-Confirmation Debtor, all Creditors, all Equity Interest holders, and all Persons acquiring property under the Plan, whether or not they voted to accept the Plan, whether or not they had a right to vote on the Plan, whether or not any Claim or Equity Interest held by any of them is Impaired under the Plan, whether or not any Claim or Equity Interest held by any of them is Allowed in full, only in part, or Disallowed in full, and whether or not a Distribution is made to any of them under the Plan.

3. *Injunction Against Interference with Plan*. Upon the Effective Date, all holders of Claims, all holders of Equity Interests, and all other parties in interest in the Bankruptcy Case, along with their respective current and former officers, directors, principals, employees and agents, shall be and are hereby enjoined from taking any action to interfere with the implementation or consummation of the Plan.

4. *Releases by the Debtor*. As set forth in section 11.6 of the Plan, and notwithstanding any other provision set forth therein, 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, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor, the Post-Confirmation Debtor, and its Estate, in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Causes 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 the Debtor, the Post-Confirmation Debtor, or its Estate, as applicable, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise, that the Debtor, the Post-Confirmation Debtor, or its Estate would have been legally entitled to assert in its own right or on behalf of the Holder of any Claim against, or Interest in, a Debtor, a Post-Confirmation Debtor, 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 Debtor's 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 and 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. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post Effective Date obligations of any party or entity under the Plan, the Confirmation Order, or any document, instrument, or agreement executed to implement the Plan or any Claim or obligation arising under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) 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 and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to the Debtor, the Post-Confirmation Debtor, or the Debtor's Estate asserting any Claim or Cause of Action released pursuant to the Debtor Release.

5. *Releases by Holders of Claims and Interests*. As set forth in section 11.7 of the Plan, and notwithstanding any other provision set forth therein, 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.

6. *Exculpation*. THE DEBTOR SHALL NOT HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY ACT TAKEN OR OMISSION IN CONNECTION WITH OR RELATED TO FORMULATING, NEGOTIATING, IMPLEMENTING, CONFIRMING OR CONSUMMATING THE PLAN AND THE DISCLOSURE STATEMENT, EXCEPT FOR WILLFUL MISCONDUCT. THE DEBTOR SHALL HAVE NO LIABILITY, EXCEPT FOR WILLFUL MISCONDUCT, TO ANY CREDITOR, ANY EQUITY INTEREST HOLDER, AND ANY OTHER PARTY IN INTEREST IN THE BANKRUPTCY CASES, OR ANY OTHER PERSON FOR ACTIONS TAKEN OR NOT TAKEN UNDER THE PLAN, IN CONNECTION HEREWITH OR WITH RESPECT THERETO, OR ARISING OUT OF ITS ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN INCLUDING, WITHOUT LIMITATION, FAILURE TO OBTAIN CONFIRMATION OR TO SATISFY ANY CONDITION OR CONDITIONS, OR REFUSAL TO WAIVE ANY CONDITION OR CONDITIONS, TO THE OCCURRENCE OF THE

EFFECTIVE DATE, AND IN ALL RESPECTS THE DEBTOR SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES UNDER THE PLAN.

F. Modification of the Plan

The Debtor may amend or modify the Plan prior to Confirmation pursuant to section 1127(a) of the Bankruptcy Code, and the Plan, as amended shall become the new Plan. The Debtor may amend or modify the Plan before its substantial consummation, provided that the Plan, as amended or modified, meets the requirements of the Bankruptcy Code and the Bankruptcy Court, after notice and hearing, confirms this Plan, as modified. A holder of a Claim that has accepted or rejected this Plan shall be deemed to have accepted or rejected, as the case may be, this Plan, as modified, unless, within the time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection.

G. Retention of Jurisdiction

Under the Plan, notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date of the Plan, the Bankruptcy Court shall retain jurisdiction, to fullest extent legally permitted, over the Bankruptcy Case, all proceedings arising under, arising in or related to the Bankruptcy Case, the Confirmation Order, the Plan and adversary proceedings related to the Bankruptcy Case. Some specific types of disputes and proceedings that the Bankruptcy Court shall retain jurisdiction over are identified in Article XIII of the Plan.

VII. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN AND SECURITIES LAW CONSIDERATIONS

THE PLAN AND ITS RELATED TAX CONSEQUENCES ARE COMPLEX. THERE ALSO MAY BE STATE, LOCAL OR OTHER TAX CONSIDERATIONS APPLICABLE TO EACH CREDITOR. CREDITORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE CONSEQUENCES OF THE PLAN TO THEM UNDER FEDERAL AND APPLICABLE STATE, LOCAL AND OTHER TAX LAWS. NOTHING IN THIS DISCLOSURE STATEMENT OR IN THE PLAN IS MEANT TO PROVIDE ANY TAX ADVICE TO ANY CREDITORS OR PARTY IN INTEREST.

VIII. LIQUIDATION ANALYSIS

Under the Plan, Creditors will receive on account of their Claims, or retain under the Plan on account of such Claims, property of a value, as of the Effective Date, that is not less than the Creditor would receive in a chapter 7 liquidation. The following chart illustrates the likely result of liquidation of the Debtor.

LIQUIDATION ANALYSIS	
Cash and Cash Equivalents (Non FBO Funds)	$139,000.00
FBO Funds	$90,410.00
Total Assets	**229,410.00**

FBO Recipients	$89,505.90[1]
CGC (Secured Creditor)	$97,000.00[2]
Available for Priority and Admin Claims	**42,904.10**
Chapter 7 Cost of Administration (estimate)[3]	$25,000.00
Chapter 11 Cost of Administration (estimate)	$100,000.00
Available for General Unsecured Claims	**$0.00**
General Unsecured Claim Total[4]	Est. $6,100,000
Percent Distribution to Unsecured Creditors	0.00%

[1] Represents 99% of the FBO Funds, which recognizes that 1% of the FBO funds is due to the Debtor as a fee earned related to such amounts.
[2] Represents the amounts received on account of the Tithe.ly contract that is CGC's collateral.
[3] Includes Trustee Commission of approximately $14,720.50 paid on distribution of asset amounts, plus estimated costs of Trustee's counsel.
[4] Amount does not account for fact that some claims may be subject to offset.

IX. CERTAIN RISK FACTORS TO BE CONSIDERED

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS SET FORTH BELOW, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT. THESE RISK FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION. ADDITIONAL RISKS AND UNCERTAINTIES NOT PRESENTLY KNOWN TO THE DEBTORS OR THAT THEY CURRENTLY DEEM IMMATERIAL MAY ALSO HARM THE ESTATE.

A. Objections to Plan and Confirmation

Section 1129 of the Bankruptcy Code provides certain requirements for a chapter 11 plan to be confirmed. Parties-in-interest may object to confirmation of a plan based on an alleged failure to fulfill these requirements or other reasons. The Debtor believes that the Plan complies with the requirements of the Bankruptcy Code.

B. Objections to Classification of Claims

Section 1122 of the Bankruptcy Code provides that a plan of reorganization may place a claim or an interest in a particular class only if such claim or interests is substantially similar to the other claims or interests in such class.

The Debtor believes that the classification of Claims under the Plan complies with the requirements set forth in the Bankruptcy Code because each class of Claims contains Claims that are substantially similar to the other Claims in each such class.

C. Insufficient Acceptance

For the Plan to be confirmed, each impaired Class of Claims is given the opportunity to vote to accept or reject the Plan. With regard to such impaired voting Classes, the Plan will be deemed accepted by a Class of impaired Claims if the Plan is accepted by Claimants of such Class actually voting on the Plan who hold at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the total Allowed Claims of the Class voted. Only those members of a Class who vote to accept or reject the Plan will be counted for voting purposes. As necessary, the Debtor intends to request confirmation under the cramdown provisions in section 1129(b) of the Bankruptcy Code, which will allow confirmation of the Plan regardless of the fact that a particular Class of Claims has not accepted the Plan. However, there can be no assurance that any impaired Class of Claims under the Plan will accept the Plan or that the Debtor will be able to use the cramdown provisions of the Bankruptcy Code for confirmation of the Plan.

X. VOTING PROCEDURES AND REQUIREMENTS

A. Voting Deadline

Each Creditor holding a Claim which entitles the Creditor to vote on the Plan has been provided a Ballot along with this Disclosure Statement. If a Creditor holds Claims in more than one Class entitled to vote under the Plan, the Creditor may indicate its 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 "Balloting Agent," which shall be the Debtor's Counsel, 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 Balloting Agent by the Voting Deadline. By order of the Bankruptcy Court, the "Voting Deadline" is **4:00 p.m. (CT), on _______________________**. 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 ______________________

Addressed to:
Spencer Fane, LLP
Attn: Luzmarina Vargas
5700 Granite Parkway, Suite 650
Plano, Texas 75024
Facsimile: 972.324.0301

B. Creditors Solicited to Vote

Only those Creditors whose Claims are Impaired and classified in a Class that is not deemed to automatically reject the Plan are 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.

C. Definition of Impairment

Under 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.

D. Classes Impaired Under the Plan

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 reserve their rights 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.

E. Votes Required for Class Acceptance

Under 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 Balloting 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.

F. Specific Considerations in Voting

While the Plan may provide for certain payments, 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 Court at a regular, evidentiary hearing and Allowed in full or in part or disallowed. The Post-Confirmation Debtor, or 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. Parties should also read and consider the Risk Factors discussed and analyzed in Article IX of this Disclosure Statement.

XI. MISCELLANEOUS PROVISIONS

A. Certain Rights Unaffected

Except as otherwise provided herein, any rights or obligations which the Creditors may have among themselves as to their respective Claims or the relative priority or subordination thereof are unaffected by this Plan.

B. Notices

All notices, requests or demands in connection with the Plan shall be in writing and shall be deemed to have been given when received or, if mailed, five (5) days after the date of mailing, provided such writing shall have been sent by registered or certified mail, postage prepaid, return receipt requested, and sent to the following parties, addressed to:

Counsel to the Debtors:
Jason P. Kathman
SPENCER FANE, LLP
5700 Granite Parkway, Suite 650
Plano, Texas 75024

All notices and request to holders of Claims and Interests shall be sent to them at the address listed on the last-Filed Proof of Claim and if no Proof of Claim is Filed, at the address listed in the Debtors' Schedules.

XII. RECOMMENDATION AND CONCLUSION

The Debtor respectfully submits that the Plan satisfies all of the statutory requirements of Chapter 11 of the Bankruptcy Code, including the "best interest of creditors" and "feasibility" requirements and that it should be confirmed even in the event a class of Claims does not vote for acceptance of the Plan. The Debtor believes that the Plan "is fair and equitable" and "does not discriminate unfairly." Additionally, the Debtor believes that the Plan has been proposed in good faith.

For all of the reasons set forth in this Disclosure Statement, the Debtor believes that Confirmation and consummation of the Plan is preferable to all other alternatives discussed here. Consequently, the Debtor urges all holders of Claims to vote to accept the Plan, and to complete and return their Ballots so that they will be received by the Balloting Agent on or before the Voting Deadline.

[*Remainder of page intentionally left blank]*

Dated: August 11, 2025.

Vision2Systems LLC

By: *<u>/s/ Paul Baldwin</u>*
Paul Baldwin, Manager

OF COUNSEL:

<u>/s/ Jason P. Kathman</u>
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**COUNSEL FOR DEBTOR
AND DEBTOR-IN-POSSESSION**

EXHIBIT A

**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.	§	

PLAN OF LIQUIDATION OF VISION2SYSTEMS LLC

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**COUNSEL FOR DEBTOR
AND DEBTOR-IN-POSSESSION**

DATED: August 11, 2025.

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PLAN OF LIQUIDATION
DATED JULY 31, 2025

Vision2Systems LLC ("Vision2Systems" or the "Debtor") proposes the following chapter 11 plan of liquidation pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Section 2.2.

ARTICLE I.
SUMMARY OF THE PLAN

1.1 Overview of the Plan. The Plan provides for the resolution and treatment of outstanding Claims and Equity Interests.

1.2 Payments to Creditors. The Plan provides for Creditors to be paid as provided in Article V herein. All Creditors of the Debtor will be paid as provided herein in accordance with the priority scheme established by the Bankruptcy Code. **PLEASE CONSULT ARTICLE V FOR SEPARATE INFORMATION REGARDING THE SPECIFIC TREATMENT OF YOUR CLAIM. ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

ARTICLE II.
DEFINITIONS, RULES OF INTERPRETATION, AND COMPUTATION OF TIME

2.1 Scope of Definitions. As used in this Plan and the Disclosure Statement, the following terms shall have their respective meanings as set forth below and, unless the context otherwise requires, shall be equally applicable to the singular and plural forms of the terms defined. Unless otherwise defined herein, the terms used in this Plan shall have the same meaning ascribed thereto in the Bankruptcy Code and the Bankruptcy Rules.

2.2 Definitions.

2.2.1 1933 Act: The Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

2.2.2 Administrative Claim: Any Claim for payment of any cost or expense of administration of the Bankruptcy Case entitled to priority in accordance with sections 503(b) and/or 507(a) of the Bankruptcy Code, including, without limitation, any actual and necessary expenses of preserving the Debtor's Estate and operating its business on and after the Petition Date to and including the Effective Date, and all allowances of compensation and reimbursement of expenses approved by the Bankruptcy Court in accordance with the Bankruptcy Code and any fees or charges assessed against the Debtor's Estate under Chapter 123, Title 28, United States Code.

2.2.3 Administrative Claim Bar Date: The date that is 30 days after the Effective Date, unless it is not a Business Day, in which case it will be the first Business Day thereafter.

2.2.4 Administrative Reserve: Means an amount equal to the Debtor's Cash on the Effective Date, minus the Initial GUC Distribution Amount minus the GUC Settlement Distribution Amount.

2.2.5 Allowed: When used with respect to a Claim or Equity Interest, means the Claim or Equity Interest (as applicable) (a) to the extent that it is listed in the Schedules in a liquidated, non-contingent, and undisputed amount, but only if no Proof of Claim or proof of Equity Interest is Filed with the Bankruptcy Court to evidence such Claim or Equity Interest on or before the Bar Date; (b) any Equity Interest registered in the Debtor's books and records as of the Petition Date; (c) as evidenced by a Proof of Claim or proof of Equity Interest Filed on or before the Bar Date, but only to the extent asserted in a liquidated amount, and only if no objection to the allowance of the Claim or Equity Interest or no motion to expunge the Proof of Claim or Equity Interest is Filed on or before the Claims Objection Deadline; or (d) to the extent allowed by a Final Order.

2.2.6 Asset: All right, title, and interest in and to any and all property of every kind or nature, whether tangible or intangible, owned by the Debtor or its Estate as of the Effective Date, including, but not limited to, Causes of Action.

2.2.7 Avoidance Action: Any and all rights, claims or actions which the a Debtor may assert on behalf of the Estate under Chapter 5 of the Bankruptcy Code, including actions under one or more provisions of sections 542, 544, 545, 546, 547, 548, 549, 550, 551 and/or 553 of the Bankruptcy Code, and any preference or fraudulent transfer action under any applicable state law, except to the extent that any such rights, claims, or actions are expressly released or waived in this Plan.

2.2.8 Baldwin: Paul Baldwin.

2.2.9 Ballot: The form of the ballot for voting to accept or to reject the Plan, which accompanies the Plan and the Disclosure Statement delivered to holders of Claims in Impaired Classes.

2.2.10 Bankruptcy Case: The chapter 11 case of Vision2Systems LLC pending before the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division.

2.2.11 Bankruptcy Code: The Bankruptcy Reform Act of 1978 as amended, and as applicable to this Chapter 11 case, § 101 *et seq.* Title 11, United States Code.

2.2.12 Bankruptcy Court: The United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division.

2.2.13 Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure, as amended and prescribed under section 2075, Title 28, United States Code, as applicable to the Bankruptcy Case, together with the Local Rules of the Bankruptcy Court.

2.2.14 Bar Date: The Bar Date is the last date on which Proofs of Claim or proofs of Equity Interest may be timely Filed against the Debtor, which date is specified in the Notice of Chapter 11 Bankruptcy Case filed at Docket No. 13 in this Bankruptcy Case, and is June 20, 2025.

2.2.15 Business Day: Any day other than a Saturday, Sunday, or "legal holiday" as defined in Bankruptcy Rule 9006(a).

2.2.16 Cash: Cash, cash equivalents and other readily marketable securities or instruments, including, without limitation, direct obligations of the United States of America, certificates of deposits issued by banks and commercial paper of any entity, including interest earned or accrued thereon, but specifically excluding any Collateral consisting of funds in deposit or escrow accounts securing a Secured Claim.

2.2.17 Causes of Action: Any Avoidance Action, claim, cause of action of any kind, suit, controversy, right to payment, whether legal or equitable, known or unknown, liquidated or unliquidated, fixed or contingent, of the Debtor, whether listed in the Debtor's Schedules (as amended, supplemented and/or modified from time to time), the Disclosure Statement, the Plan, the Confirmation Order, any pleading in the Bankruptcy Case, or any other disclosure, statement, correspondence or communication providing informal notice of such Cause of Action, including claims or causes of action for breach of fiduciary duty, breach of contract, negligence, gross negligence, conversion, embezzlement, fraud, fraudulent inducement, fraudulent transfer, deceptive trade practices act violation, deceptive trade practices act tie-in statute violation, claim for accounting, theft, assumpsit for money had and received, unjust enrichment, piercing the corporate veil, constructive trust, alter ego, single business entity, quantum meruit, and conspiracy.

2.2.18 CGC: Cypress Growth Capital.

2.2.19 Claim: Any right against the Debtor to (a) payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured or (b) an equitable remedy for a breach of performance if the breach would give rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

2.2.20 Claims Objection Deadline: The date by which parties authorized by the Plan may file objections to Claims, which date shall be 90 days after the Effective Date, unless extended by the Bankruptcy Court. The objection deadline with respect to Administrative Claims is specified separately in the Plan.

2.2.21 Claims Register: The register of proofs of Claim filed in the Bankruptcy Case, maintained by the Clerk of the United States Bankruptcy Court for the Northern District of Texas.

2.2.22 Class: One of the categories of Claims established under Article III of this Plan.

2.2.23 Collateral: An Asset subject to a valid, enforceable, and non-avoidable Lien securing the payment or performance of a Claim.

2.2.24 Confirmation: Confirmation means the entry of an Order of the Bankruptcy Court confirming this Plan.

2.2.25 Confirmation Date: The date of entry of the Confirmation Order by the Bankruptcy Court.

2.2.26 Confirmation Hearing: The hearing(s) before the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of the Plan, as such hearing(s) may be continued, rescheduled, or delayed.

2.2.27 Confirmation Order: Order of the Bankruptcy Court confirming the Plan and approving the transactions contemplated herein.

2.2.28 Contingent Claim: Any Claim listed in the Schedules or in a Proof of Claim as “contingent.”

2.2.29 Creditor: Any Person that is the holder of a Claim that arose on or before the Petition Date, or a Claim of any kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code.

2.2.30 Debtor: Vision2Systems LLC.

2.2.31 Debtor Release: The release described in section 11.6 of this Plan.

2.2.32 Disallowed: When used with respect to a Claim or Equity Interest, any portion thereof, that: (a) has been disallowed by either a Final Order or pursuant to a settlement; (b) has been withdrawn by the holder of the Claim or Equity Interest; (c)(i) is set forth in the Schedules at zero or as contingent, disputed, or unliquidated and (ii) as to which the Bar Date has been established but no Proof of Claim or proof of Equity Interest has been Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely Filed under applicable law; or (d) has not been scheduled in the Schedules and as to which no Proof of Claim or proof of Equity Interest has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to the Bankruptcy Code, a Final Order, or the Plan.

2.2.33 <u>Disclosure Statement</u>: The Disclosure Statement Filed and served with respect to this Plan, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

2.2.34 <u>Disputed</u>: The portion (including, when appropriate, the whole) of a Claim or Equity Interest that is not an Allowed Claim or Allowed Equity Interest as to which: (a) a Proof of Claim or proof of Equity Interest has been Filed, or deemed Filed under applicable law or Order of the Bankruptcy Court; (b) an objection has been or may be timely Filed; and (c) such objection has not been (i) withdrawn, (ii) overruled or denied in whole or in part pursuant to a Final Order, or (iii) granted in whole or part pursuant to a Final Order. Before the time that an objection has been or may be Filed, a Claim or Equity Interest shall be considered a Disputed Claim or Equity Interest (a) if the amount of the Claim or Equity Interest specified in the proof of Claim or proof of Equity Interest exceeds the amount of any corresponding Claim or Equity Interest as listed by a Debtor in its Schedules, to the extent of such excess; (b) if a proof of claim has not been filed, in its entirety, if any corresponding Claim or Equity Interest is listed by a Debtor in its Schedules as disputed, contingent, or unliquidated; or (c) in its entirety, if no corresponding Claim or Equity Interest has been filed and is not listed by a Debtor in its Schedules.

2.2.35 <u>Distribution</u>: The distribution of Cash to an Allowed Claim.

2.2.36 <u>Effective Date</u>: The first Business Day on which all of the conditions precedent to the Effective Date specified in <u>Section 6.6</u> of the Plan shall have been satisfied or waived; *provided, however,* that if such conditions precedent have been so satisfied or waived, but a stay, injunction or similar prohibition of the Confirmation Order is in effect, then the Effective Date shall be the first Business Day after such stay, injunction or similar prohibition is no longer in effect as long as the conditions precedent continue to be satisfied or waived.

2.2.37 <u>Equity Interest</u>: Any existing membership, stock, partnership, and/or equity interest in the Debtor including, without limitation, all issued, unissued, authorized or outstanding shares of stock or other equity interests (including common and preferred) of the Debtor, together with any warrants, options, other derivative securities, or contractual rights to purchase or acquire any such membership or equity interests at any time and all rights arising with respect thereto.

2.2.38 Estate: The bankruptcy estate of the Debtor created upon the commencement of the Bankruptcy Case pursuant to section 541 of the Bankruptcy Code.

2.2.39 Face Amount: Means (a) when used in reference to a Disputed or Disallowed Claim, the full stated amount claimed by the holder of such Claim in any Proof of Claim timely Filed or otherwise deemed timely Filed by a Final Order or other applicable bankruptcy law, and (b) when used in reference to an Allowed Claim, the Allowed Amount of such Claim.

2.2.40 FBO Funds. Those certain cash amounts held in separate bank accounts at Texas Capital Bank as of the Petition Date for the benefit of specified churches, as identified in the Debtor's Schedules.

2.2.41 Fee Application: An application of a Professional under sections 328, 330, 331 or 503 of the Bankruptcy Code for allowance of compensation and reimbursement of expenses in the Bankruptcy Case.

2.2.42 File, Filed, or Filing: Means file, filed or filing with the clerk of the Bankruptcy Court, or its authorized designee in the Bankruptcy Case.

2.2.43 Final Order: Any order or a judgment which has not been reversed, stayed, modified or amended and as to which (i) the time to appeal or seek review, reargument or rehearing has expired and as to which no appeal or petition for certiorari, review or rehearing is pending or (ii) its appeal, review, reargument, rehearing or certiorari has been denied and a time to seek a further appeal, review, reargument, rehearing or certiorari has expired as a result of which such order shall have become final and nonappealable in accordance with applicable law.

2.2.44 General Unsecured Claims: Any Claim as of the Petition Date that is neither secured by Collateral nor entitled to priority under the Bankruptcy Code or any Final Order of the Bankruptcy Court.

2.2.45 Governmental Authority: Any transnational, domestic, or foreign federal, state, or local governmental unit, authority, department, court, agency or official, including any political subdivision thereof, or any tribal authority.

2.2.46 GUC Settlement Distribution Amount. Means the sum of $100,000.00.

2.2.47 Impaired: Has the same meaning as set forth in section 1124 of the Bankruptcy Code.

2.2.48 Initial GUC Distribution Amount: Means $10,000.00.

2.2.49 Insider: Has the same meaning as set forth in section 101(31) of the Bankruptcy Code.

2.2.50 Lien: With respect to any property or Asset, any mortgage, lien, interest pledge, charge, security interest, encumbrance, mechanics' lien, materialmen's lien, statutory lien or right, and other consensual or non-consensual lien, whenever granted and including, without limitation, those charges or interest in property within the meaning of "lien" under section 101(37) of the Bankruptcy Code.

2.2.51 Order: Any order or judgment of the Bankruptcy Court as entered on the docket for the Bankruptcy Case.

2.2.52 Payment: Means the payment of Cash to the holders of Allowed Claims pursuant to this Plan.

2.2.53 Person: Any individual, entity, or Governmental Authority of any nature whatsoever, specifically including any individual, firm, company, corporation, partnership, trust, joint venture, association, joint stock company, limited liability company, estate, unincorporated organization, or any other entity.

2.2.54 Petition Date: February 19, 2025.

2.2.55 Plan: This Plan of Liquidation, either in its present form or as it may be altered, amended, modified, or supplemented from time to time.

2.2.56 Plan Documents: All documents, forms, lists and agreements contemplated under this Plan to effectuate the terms and conditions hereof.

2.2.57 Plan Proponent: The Debtor.

2.2.58 Plan Supplement: The compilation of Plan Documents and any other documents, forms, exhibits, lists and schedules as specified in this Plan and the Disclosure Statement which will be Filed with the Bankruptcy Court no later than three days prior to the commencement of the Confirmation Hearing, as such documents may be altered, restated, modified, or supplemented from time to time.

2.2.59 Principals: Collectively, Paul Baldwin and Carl Tierney.

2.2.60 Principals Settlement: The settlement described in Section 6.2 of the Plan.

2.2.61 Principals Settlement Amount: Means $180,000, *provided, however*, the Principals Settlement Amount shall be reduced Pro Rata by the percentage of Claims in Class 3 that elect to opt-out of the third-party releases in Section 11.7 of the Plan.

2.2.62 Principals Settlement Proceeds: The cash proceeds that result from the Principals Settlement in an amount equal to the Principals Settlement Amount.

2.2.63 Priority Non-Tax Claim: Any Claim entitled to a priority under, *inter alia*, section 507(a) of the Bankruptcy Code other than a Priority Tax Claim.

2.2.64 Priority Tax Claim: Any Claim of a Governmental Authority that is entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

2.2.65 Pro Rata: The proportion that the amount of an Allowed Claim in a particular Class bears with respect to the aggregate Face Amount of all Allowed Claims in such Class.

2.2.66 Professional: Any Person employed in the Bankruptcy Case pursuant to sections 326, 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code.

2.2.67 Professional Claim: Any Claim that is Filed by a Professional pursuant to sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code.

2.2.68 Professional Claim Bar Date: The date that is 120 days after the Effective Date.

2.2.69 Proof of Claim: A written statement setting forth a Creditor's Claim, conforming substantially to the appropriate official form and Filed in the Bankruptcy Case.

2.2.70 Post-Confirmation Debtor: The legal entity that shall survive the Debtor as of the Confirmation Date.

2.2.71 Released Parties. Means the Debtor, the Post-Confirmation Debtor, Baldwin, Tierney, and each of their respective constituents, principals, officers, directors, employees, members, managers, partners, affiliates, agents, representatives, attorneys, professionals, advisors, affiliates, funds, successors, predecessors, and assigns.

2.2.72 Releasing Parties. Means all parties who are entitled, directly or indirectly, to receive a distribution under the Plan, and who have not specifically 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.

2.2.73 SBA: The United States Small Business Administration.

2.2.74 Schedules: The Schedules of Assets and Liabilities and the Statements of Financial Affairs Filed by or on behalf of the Debtor in the Bankruptcy Case pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as they have been or may be amended, modified, or supplemented.

2.2.75 Secured Claim: Any Claim to the extent (a) secured by a Lien on Collateral which is not void or avoidable under applicable state and federal law, including the Bankruptcy Code or (b) subject to set off under section 553 of the Bankruptcy Code, in each case to the extent of the value of the Secured Creditor's interest in a Debtor's interests in the property or the amount of the set off, as applicable.

2.2.76 Secured Creditor: Any Creditor that is the holder of a Secured Claim.

2.2.77 Third-Party Release: The release described in section 11.7 of this Plan.

2.2.78 Tierney: Carl Tierney.

2.2.79 U.S. Trustee: The United States Trustee.

2.2.80 U.S. Trustee Fees: Fees payable pursuant to 28 U.S.C. § 1930.

2.2.81 Undetermined Claim: Any Claim that is (a) a Disputed Claim; (b) a Claim arising through rejection of executory contracts or unexpired leases pursuant to this Plan; (c) an undetermined Administrative Claim; or (d) a claim that is an Unliquidated Claim or Contingent Claim.

2.2.82 Unimpaired: When used with reference to a Claim or Equity Interest, a Claim or Equity Interest that is not Impaired.

2.2.83 Unliquidated Claim: Any Claim that is listed in the Schedules on in a Proof of Claim as "unliquidated."

2.3 Rules of Interpretation. For purposes of this Plan, (i) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (ii) any reference in the Plan to an existing document, pleading or exhibit Filed or to be Filed means such document or exhibit as it may have been or may be amended, modified, or supplemented as permitted herein; (iii) the words "herein," "hereto" and "hereof" refer to the Plan in its entirety rather than to a particular portion of the Plan; and (iv) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply, unless an alternate calculation is expressly provided herein (*i.e.*, Business Days).

2.4 Computation of Time. In computing any period of time prescribed or allowed in this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

2.5 Exhibits. All exhibits are incorporated into and are a part of the Plan as if set forth in full herein. Holders of Claims and Equity Interests may obtain a copy of the Filed exhibits upon written request to the Debtor. Upon their Filing, the exhibits may be inspected in the office of the clerk of the Bankruptcy Court or at the Bankruptcy Court's CM/ECF or PACER website. The documents contained in the exhibits shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. The Debtor expressly reserves the right to modify or make additions to or subtractions from any exhibit or to the Plan and to amend, modify or supplement any exhibit to the Plan in conformance with the provisions of this Plan.

2.6 Approved Disclosure Statement. The terms and provisions of the Disclosure Statement, as approved by the Bankruptcy Court, are expressly incorporated herein, except where such provisions of the Disclosure Statement may conflict with the terms of this Plan. In the event that such a conflict arises, the terms of this Plan and the Confirmation Order shall control, with the Confirmation Order controlling over the terms of this Plan.

ARTICLE III.
DESIGNATION OF CLASSES OF CLAIMS

3.1 Designation of Classes of Claims. A Claim is classified in a particular Class only to the extent that the Claim qualifies within the description of that Class and is classified in a different Class to the extent that any remainder of the Claim qualifies within the description of such different Class. A Claim is in a particular Class only to the extent that the Claim is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied before the Effective Date.

3.2 Unclassified Claims.

Allowed Administrative Claims
Allowed Priority Tax Claims

3.3 Classified Claims and Interests of Vision2Systems.

Class 1: Secured Claims of CGC (Impaired)
Class 2: Secured Claims of the SBA (Impaired)
Class 3: General Unsecured Claims Against Vision2Systems (Impaired)
Class 4: Insider Claims Against Vision2Systems (Impaired)
Class 5: Equity Interests in Vision2Systems (Impaired)

ARTICLE IV.
PAYMENT OF ADMINISTRATIVE CLAIMS AND EXPENSES AND CERTAIN PRIORITY CLAIMS

4.1 Administrative Claims and Deadline. Holders of Administrative Claims that were incurred, accrued or in existence prior to the Effective Date, other than (a) a Professional Claim, (b) Allowed Administrative Claim as of the Effective Date, (c) Administrative Claim that represents a liability incurred and paid in the ordinary course of the Debtor's business, and (d) Administrative Claim based on a fee or charge assessed against the Estate under Chapter 123, Title 28, United States Code, must by no later than the Administrative Claim Bar Date: (i) File an application with the Bankruptcy Court for allowance of the Administrative Claim; and (ii) serve a copy of such application on the Debtor, the Official Committee of Unsecured Creditors (the "Committee"), the U.S. Trustee, and all other parties entitled to notice thereof. Failure to File and serve such application by the Administrative Claim Bar Date shall result in the Administrative Claim being forever barred and discharged. Except as specifically provided in the Plan, nothing in this Plan alters the law applicable to, and governing, the allowance of an Administrative Claim under the Bankruptcy Code and/or the Bankruptcy Rules.

4.2 Professional Claims and Deadline. Each Professional who holds or asserts an Administrative Claim that is a Professional Claim incurred prior to the Effective Date shall File with the Bankruptcy Court and serve on all parties entitled to receive such notice its Fee Application by no later than the Professional Claim Bar Date. Failure to timely and properly File and serve the Fee Application as required under this section shall result in the Professional Claim being forever barred and discharged. No Professional Claim will be deemed Allowed until an Order allowing the Professional Claim becomes a Final Order. Any party in interest with standing to object to a Professional Claim may File such an objection thereto.

4.3 Treatment of Administrative Claims and Professional Claims. In full and final satisfaction of Allowed Administrative Claims, each Allowed Administrative Claim shall, unless otherwise agreed, be paid in full in Cash by the later of (a) 15 days after the Effective Date, or (b) 15 days after becoming an Allowed Administrative Claim; *provided, however*, that Allowed Administrative Claims that represent liabilities incurred on or after the Petition Date, but prior to the Effective Date, in the ordinary course of the Debtor's business which may be paid in the ordinary course of the Debtor's business without Order of the Bankruptcy Court, shall be paid in accordance with the agreements related thereto. Each Allowed Professional Claim, after deducting any retainer, shall be paid by the Debtor by the later of (i) five Business Days after such Professional Claim is Allowed by a Final Order, or (ii) on such date as agreed by the Debtor and the applicable Professional.

4.4 Intentionally Omitted.

4.5 Payment of Statutory Fees. All fees due and payable on or before the Effective Date (a) pursuant to 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the Confirmation Hearing, and (b) to the U.S. Trustee shall be paid by the within 15 days following the Effective Date. From and after the Effective Date, any fees and charges which are assessed under Chapter 123, Title 28, United States Code, in relation to the Bankruptcy Case shall be paid by as they become due.

ARTICLE V.
TREATMENT OF CLASSES OF CLAIMS AND EQUITY INTERESTS

5.1 Class 1: Secured Claims of CGC. Class 1 shall consist of the Allowed Secured Claims of CGC, the amount of which shall be determined by the Court at the Confirmation Hearing. Except to the extent that CGC and the Debtor or Post-Confirmation Debtor agree to less favorable treatment, CGC shall receive the sum of $100,000.00 in Cash on the Effective Date, plus an assignment of the Debtor's contract with Tithe.ly and all of the proceeds related thereto.

Class 1 is Impaired under the Plan and is entitled to vote.

5.2 Class 2: Secured Claims of the Small Business Administration. Class 2 shall consist of the Allowed Secured Claim of the SBA, which shall be Allowed in the amount of zero dollars. The SBA shall receive nothing on account of its Allowed Class 2 Claim.

Class 2 is Impaired under the Plan and is deemed to reject the Plan.

5.3 Class 3: General Unsecured Claims. Class 3 consists of Allowed Unsecured Claims Against the Debtor not placed in any other Class. Except to the extent that a holder of an Allowed Class 3 Claim and the Debtor or Post-Confirmation Debtor agree to different treatment, each holder of an Allowed Class 3 Claim shall receive, in full and final satisfaction of such claim, (i) its Pro Rata share of the Initial GUC Distribution Amount and, (ii) to the extent such holder of an Allowed Class 3 Claim does not opt out of the releases granted pursuant to Section 11.7 of the Plan, its Pro Rata share of the GUC Settlement Distribution Amount.

Class 3 is Impaired under the Plan and is entitled to Vote.

5.4 Class 4: Insider Claims Against Vision2Systems. Class 4 consists of Insider Claims Against Vision2Systems. Holders of Class 4 Claims shall receive nothing on account of their claims.

Class 4 is Impaired under the Plan and is deemed to reject the Plan.

5.5 Class 5: Equity Interests in Vision2Systems. Class 5 consists of the Equity Interests in Vision2Systems. The Equity Interests in Vision2Systems shall be cancelled as of the Effective Date.

Class 5 is Impaired under the Plan and is deemed to reject the Plan.

ARTICLE VI.
MEANS OF IMPLEMENTING THE PLAN

6.1 Distribution of FBO Funds. On or immediately after the Effective Date, the Post-Confirmation Debtor shall distribute the FBO Funds in their entirety from each FBO account to the designated church that corresponds to each respective FBO account label.

6.2 Settlement of Claims with Paul Baldwin and Carl Tierney. Pursuant to Bankruptcy Rule 9019, the Plan does, and shall, constitute a compromise, settlement and release of all potential claims against Balwin and Tierney on the terms set forth below. Entry of the Confirmation Order shall constitute approval of the Principals Settlement set forth below, which shall become effective upon the Effective Date.

(a) Release of Estate Claims. In exchange for the consideration set forth in this section 6.2, the Debtor and Principals agree to the following releases: on the Effective Date the Debtor shall release and will be permanently enjoined from any prosecution or attempted prosecution of any and all claims, obligations, suits, judgments, damages, rights, remedies, cause of action and liabilities of any nature, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or non-contingent, existing or hereafter arising, at law, in equity or otherwise, including any claims or causes of action under the Bankruptcy Code or other applicable law, and further including any causes of action for breach of contract, breach of fiduciary duty, 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, conspiracy, which Debtor has or may have against the Principals and any of its respective members, managers, officers, directors, employees, partners, affiliates, funds, advisors, attorneys, agents and representatives and their respective property. On the Effective Date, the Principals shall release and be permanently enjoined from any prosecution or attempted prosecution of any and all claims, obligations, suits, judgments, damages, rights, remedies, causes of action and liabilities of any nature, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or non-contingent, existing or hereafter arising, at law, in equity or otherwise, including any claims or causes of action under the Bankruptcy Code or other applicable law which the Principals have or may have against the Debtor, and each of its respective members, managers, officers, directors, employees, partners, affiliates, funds, advisors, attorneys, agents and representatives and their respective property.

(b) Principals Settlement Payment. As set forth more fully on the Ballot, all holders of Class 3 Claims shall be deemed to have consented to the provisions of Article XI of the Plan, including the third-party release described in Section 11.7 of the Plan, regardless of whether a Ballot has been submitted, unless the holder of a Class 3 Claim has specifically checked the box on the Ballot to opt out of the third party release. In consideration for the release set forth in Section 11.7 of the Plan and other releases set forth in this Plan, on the Effective Date, the Principals shall pay an amount equal to the Principals Settlement Amount to the Estate to be used as provided for in this Plan. More specifically, the Principals Settlement Proceeds shall first be used to fund the Initial GUC Distribution Amount and the GUC Settlement Distribution Amount, with remainder used to fund the Administrative Reserve. To the extent any amount remains after funding the Administrative Reserve in an amount necessary to pay Administrative Claims in full, such additional amount shall be distributed to Allowed Class 3 Claims Pro Rata. Any holder of a Class 3 Claim who has checked the box on the Ballot to opt out of the third-party release shall be deemed to have forfeited its right to receive its Pro Rata portion of the GUC Settlement Distribution Amount.

(c) Principals' Waiver of Claims. As of the Petition Date, the Debtor owed Baldwin $256,130.52, and Tierney $42,000.00, which debts, upon the Effective Date of the Plan, shall be deemed to be waived in full.

6.3 Intentionally Omitted.

6.4 Post-Effective Date Wind-Down. On or after the Effective Date, the Post-Confirmation Debtor will take such actions as may be necessary or appropriate to wind down, dissolve, or otherwise terminate the corporate existence of the Post-Confirmation Debtor. After the

Effective Date, Paul Baldwin shall continue to serve as an authorized representative of the Post-Confirmation Debtor to carry-out the wind down of the Post-Confirmation Debtor.

6.5 Authority. All actions and transactions contemplated under this Plan are and shall be authorized upon Confirmation of this Plan without the need of further approvals, notices or meetings of the Debtor's directors, officers, managers and/or members, other than notice provided by serving this Plan on (i) all known holders of Claims and (ii) all current holders of Equity Interests of the Debtor. Specifically, all amendments to the certificates of incorporation and bylaws of the Debtor and all other corporate actions on behalf of the Debtor as may be necessary to put into effect or carry out the terms and intent of this Plan, including, without limitation, any mergers, consolidations, or dissolution of the Debtor, may be effected, exercised, and taken without further action by the Debtor's directors, officers, managers and/or members with like effect as if effected, exercised and taken by unanimous action of the directors, officers, managers and/or members of the Debtor.

6.6 Conditions to Effective Date. The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied in accordance with the terms hereof:

(a) The Confirmation Order shall have become a Final Order; and

(b) All other actions, documents, and agreements necessary to implement the Plan shall have been effected or executed.

6.7 Waiver of Conditions Precedent. Each of the conditions precedent in Section 6.6 hereof may be waived, in whole or in part, by the Post-Confirmation Debtor, without notice or order of the Bankruptcy Court.

6.8 Preservation of Causes of Action. Unless expressly released otherwise by this Plan or by an Order of the Bankruptcy Court, any and all such claims and Causes of Action against third parties are specifically reserved, including but not limited to any such claims or Causes of Action relating to any counterclaims, demands, controversies, costs, debts, sums of money, accounts, reckonings, bonds, bills, damages, obligations, liabilities, objections, legal proceedings, equitable proceedings, and executions of any nature, type, or description, Avoidance Actions, fraudulent transfer actions, strong-arm power actions, state law fraudulent transfer actions, improper assignment of interest, assumpsit for money had and received, unjust enrichment, quantum meruit, breach of contract, negligence, gross negligence, willful misconduct, usury, fraud, deceit, misrepresentation, conspiracy, unconscionability, duress, economic duress, defamation, control, interference with contractual and business relationships, breach of fiduciary duty, conversion, aiding and abetting, civil conspiracy, conflicts of interest, misuse of insider information, concealment, disclosure, secrecy, misuse of collateral, wrongful release of collateral, failure to inspect, environmental due diligence, negligent loan processing and administration, wrongful recoupment, wrongful setoff, violations of statutes and regulations of governmental entities, instrumentalities and agencies, equitable subordination, debt re-characterization, substantive consolidation, securities and antitrust laws violations, tying arrangements, deceptive trade practices, breach or abuse of any alleged fiduciary duty, breach of any special relationship, course of conduct or dealing, obligation of fair dealing, obligation of good faith, malpractice, at law or in equity, in contract, in tort, or otherwise, known or unknown, suspected or unsuspected.

Unless expressly released by this Plan or by an Order of the Bankruptcy Court, the Post-Confirmation Debtor may hold claims against a holder of a Claim or Equity Interest, including but not limited, the following claims and Causes of Action, all of which shall be preserved:

- Any discharge or dischargeability causes of action under sections 523 or 727 of the Bankruptcy Code related to any claim or Cause of Action reserved and preserved under the Plan and this Disclosures Statement;

- Fraudulent transfer and other avoidance claims arising under sections 506, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code and various state laws;

- Unauthorized post-petition transfer claims including, without limitation, claims under section 549 of the Bankruptcy Code;

- Claims and Causes of action against Wells Fargo related to its agreements with the Debtor, and Wells Fargo's role in the Debtor's handling of payments;

- Claims, Counterclaims, and Causes of Action asserted in current litigation, whether commenced pre- or post-petition, including but not limited to the claims, counterclaims, and requests for relief asserted in the matters disclosed in the Debtor's Statements of Financial Affairs filed in the Bankruptcy Case and listed herein:

  The Crossing Church v. Vision2Systems LLC, Cause No. DC-24-18092 pending before the 116th District Court of Dallas County, Texas;

  Christian Fellowship Church v. Vision2Systems LLC, Carl Tierney, and Paul Baldwin, Cause No. DC-25-00011 pending before the 68th District Court of Dallas, County, Texas;

  Saddleback Valley Community Church v. Vision2Systems LLC, Carl Tierney, and Paul Baldwin, Case No. 3:24-cv-02700 pending before the United States District Court for the Northern District of Texas, Dallas Division; and

  Resurrection Metropolitan Community Church v. Vision2Systems LLC, Carl Tierney, and Paul Baldwin, Cause No. 2024-69700 pending before the 234th District Court of Harris County, Texas.

ARTICLE VII.
INTENTIONALLY OMITTED

ARTICLE VIII.
PROVISIONS FOR THE REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1 General Rejection of Executory Contracts. All executory contracts and unexpired leases of the Debtor (including, but not limited to, those listed on the Debtor's Schedules) which are not expressly assumed or rejected on or before the Effective Date, or not otherwise specifically treated in this Plan or in the Confirmation Order, shall be deemed to have been rejected as of the Effective Date. The listing by the Debtor in its Schedules of a contract or lease as an executory contract or unexpired lease will not constitute an admission by the Debtor that such contract or lease is an executory contract or unexpired lease of the Debtor, or that the Debtor or its respective Estate has any liability thereunder.

8.2 Claims for Damages. Unless otherwise specified in a separate Final Order of the Bankruptcy Court, any Claim based upon rejection of an executory contract or unexpired lease under the Plan must be Filed with the Bankruptcy Court and served on the Post-Confirmation Debtor such that the Claim is actually received within 30 days of the entry of the Confirmation Order. All Allowed Claims for rejection damages, unless otherwise specifically provided for or addressed in this Plan, shall be treated as a Class 3 Claim. Any Claim not Filed within such time will be forever barred from assertion against the Debtor and its Estate.

ARTICLE IX.
RESOLUTION OF UNDETERMINED CLAIMS

9.1 Standing. In addition to all other parties that may otherwise have standing to object to Claims, the Post-Confirmation Debtor shall have specific standing to object to the Allowance of Undetermined Claims.

9.2 Effect of Bar Date. In accordance with Bankruptcy Rule 3003(c), any entity, Person or Creditor whose Claim was listed in the Schedules, or holds a Contingent Claim, Unliquidated Claim, or Disputed Claim, and did not file a Proof of Claim before the Bar Date, shall not be treated as a Creditor with respect to such Claim for purposes of voting or distribution, except as otherwise provided in Section 8.2 of the Plan with regard to distribution for post-confirmation rejection damages claims.

9.3 Amendments to Claims; Claims Filed After the Effective Date. Except as otherwise provided in the Plan, and subject to the Bar Date, a Claim may not be amended after the Effective Date without the prior written authorization of the Bankruptcy Court. Except as otherwise provided in the Plan, any amended Claim Filed with the Bankruptcy Court after the Effective Date shall be deemed Disallowed in full and expunged without the need for any action by the Post-Confirmation Debtor.

9.4 Objection Deadline. Within 90 days after the Effective Date, unless such date is extended by Order of the Court after notice and hearing, the Post-Confirmation Debtor may file with the Bankruptcy Court objections to Claims and interests and shall serve a copy of each such objection upon the Holder of the Claim or interest to which such objection pertains, but upon no other party or party in interest. Unless arising from an Avoidance Action, any Proof of Claim filed after the Confirmation Date shall be of no force and effect and need not be objected to. Any Undetermined Claim may be litigated to Final Order. The Post-Confirmation Debtor may compromise and settle any Undetermined Claim without the necessity of any further notice or approval of the Bankruptcy Court, and Bankruptcy Rule 9019 shall not apply to any settlement of an Undetermined Claim after the Effective Date. Nothing in this Plan extends the Bar Date set in the Bankruptcy Case or grants any Creditor any greater rights with respect to a late-filed Claim than such Creditor otherwise has. Unless otherwise ordered by the Court, the Post-Confirmation Debtor shall litigate to judgment, settle, or withdraw objections to contested Claims.

9.5 Creditor Response to Objection. With respect to any objection to a Claim when such objection is filed after the Effective Date but otherwise in compliance with this Plan, the Creditor whose Claim was the subject of the objection must file with the Bankruptcy Court and serve a response to the objection upon the Post-Confirmation Debtor and the objecting party no later than 30 days from the date of service of any such objection. Failure to file and serve such a response within the 30 days shall cause the Bankruptcy Court to enter a default judgment against the non-responding Creditor and thereby grant the relief requested in the objection without further notice to such Creditor. Any such objection shall contain prominent negative notice language informing the objected-to creditor of the same.

9.6 No Payment Pending Allowance. Except as otherwise provided by any other provision in the Plan, if any portion of a Claim is Disputed or is an Undetermined Claim, then no payment or Distribution shall be made on account of any portion of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

9.7 Allowance of Claims. At the time, and to the extent that a Disputed or an Undetermined Claim becomes an Allowed Claim, such Allowed Claim shall be entitled to such Distributions. Such Distributions shall be made in the manner provided for by this Plan, or any Final Order of the Bankruptcy Court with respect to such Allowed Claim.

9.8 Estimation of Claims. The Post-Confirmation Debtor may at any time request that the Bankruptcy Court estimate any Contingent Claim, Unliquidated Claim or Disputed Claim pursuant to 11 U.S.C. § 502(c), regardless of whether the Debtor or Post-Confirmation Debtor previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates an Undetermined Claim, the amount so estimated shall constitute either the allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Post-Confirmation Debtor may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated, compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

ARTICLE X.
DISTRIBUTION PROCEDURES

10.1 Distributions. The Post-Confirmation Debtor shall make Distributions to the holders of Allowed Claims on the terms set forth in this Plan and subject to the availability of Cash.

10.2 Record Date for Claims. The record date for Distributions to Allowed Claims under the Plan shall be the date the Bankruptcy Court enters its Order approving the Disclosure Statement, or, if applicable, the Order conditionally approving the Disclosure Statement. For purposes of Distribution to holders of Allowed Claims, the Debtor will rely on the Claims Register maintained by the Bankruptcy Court except to the extent a notice of transfer of Claim has been Filed with the Bankruptcy Court prior to the record date pursuant to Bankruptcy Rule 3001.

10.3 Form of Distributions. Any Cash payment to be made pursuant to the Plan may be made by check or wire transfer, at the option of the Post-Confirmation Debtor.

10.4 Conditions to Distributions; Warranty of Entitlement. Each and every Creditor who receives and accepts a Distribution under the Plan on account of an Allowed Claim is deemed to have warranted to the Debtor that such Creditor is the lawful holder of the Allowed Claim, is authorized to receive the Distribution, and that there are no outstanding commitments, agreements or understandings, express or implied, that may or can, in any way, defeat or modify the right of the Creditor to receive the Distribution.

10.5 Withholding Taxes. In connection with this Plan, to the extent applicable, the Post-Confirmation Debtor shall comply with all tax withholding and reporting requirements validly imposed on them by any Governmental Authority, and all Distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Post-Confirmation Debtor shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, payment of applicable withholding taxes from a Distribution, and conditioning a Distribution upon receipt of necessary tax reporting information from the holder of the Claim.

10.6 Setoffs. Except as otherwise expressly provided in the Plan and pursuant to sections 502(d) or 553 of the Bankruptcy Code or any applicable non-bankruptcy law, the Post-Confirmation Debtor may upon application and approval by the Bankruptcy Court, setoff against any Distribution to be made pursuant to the Plan on account of an Allowed Claim any claims, rights or Causes of Action held by the Debtor against the holder of the Allowed Claim, or in relation to the Allowed Claim; *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim shall constitute a waiver or release by the Post-Confirmation Debtor of any such claims, rights or Causes of Action. If the Post-Confirmation Debtor fails to setoff against a Claim and seeks to collect from the holder of such Claim after Distribution to that holder pursuant to the Plan, the Post-Confirmation Debtor shall be entitled to full recovery on the claims of the Debtor or its Estate, if any, against the holder of such Claim.

10.7 Rounding. Where the calculation of a distribution results in a fraction of a cent owing, the calculation shall be rounded down to the nearest whole cent for purposes of paying (or reserving) the Distribution.

10.8 De Minimis Distributions. Notwithstanding any provision of the Plan to the contrary, no Distribution of less than twenty-five dollars ($25.00) shall be made on an Allowed Claim unless such Distribution shall be a final Distribution.

10.9 Undeliverable and Unclaimed Distributions. Any Person that is entitled to receive a Cash Distribution under the Plan but fails to cash a check within 90 days of its issuance shall be entitled to receive a reissued check from the Post-Confirmation Debtor for the amount of the original check, without any interest, if such Person requests the Post-Confirmation Debtor to reissue such check and provides such documentation as may be requested to verify that such Person is entitled to such check prior to the later of: (i) the first anniversary of the Effective Date; or (ii) six months after such Person's Claim becomes an Allowed Claim. After the expiration of the applicable deadline to request a check to be reissued, the Person who fails to cash a check within 90 days of its issuance shall not be entitled to receive any Distribution under the Plan on account of the Claim that was attempted to be paid. If the Distribution to any holder of an Allowed Claim is returned to the Post-Confirmation Debtor as undeliverable, no further Distributions will be made to such holder unless and until the Post-Confirmation Debtor is notified in writing of such holder's current address; *provided*, *however*, a claim for an undeliverable Distribution must be made within 180 days following the date of issuance of the original Distribution. After such date, all unclaimed property shall revert to the Post-Confirmation Debtor for further disbursement in accordance with the Plan, and the Claim of any holder or successor to such holder with respect to such property shall be discharged, disallowed, and forever barred notwithstanding any federal or state escheatment laws to the contrary. The Post-Confirmation Debtor has no obligation to independently undertake any investigation to determine the whereabouts of any holder of an Allowed Claim.

10.10 Disputed Distributions. No Distribution will be made on account of a Disputed Claim unless and until it becomes Allowed. Upon a request for estimation, the Bankruptcy Court will determine what amount of Cash from the initial and subsequent Distributions is sufficient to reserve on account of any Disputed Claim not otherwise treated in the Plan pursuant to section 502 of the Bankruptcy Code or applicable law; in which case, the amount so determined by the Bankruptcy Court shall be deemed the Allowed amount of such Disputed Claims for purposes of the Plan or, in lieu thereof, the Bankruptcy Court will determine the maximum amount to which such Claim may be ultimately Allowed. Upon motion by a party in interest, the Bankruptcy Court may determine the appropriate amount of any reserves required in connection with a Disputed Claim. In the event that a dispute arises as to the rightful owner of an Allowed Claim, or a Distribution thereon, the Post-Confirmation Debtor may either (a) deposit the Distribution into the Disputed Claims Reserve until a determination is made as to the rightful owner of the Distribution by the Bankruptcy Court or by written agreement between each of the Persons making claim to the Distribution, or (b) interplead the Distribution into the registry of the Bankruptcy Court or such other court having jurisdiction over the Disputed Distribution and the Persons making claim to such Distribution, reserving the right to assert any and all claims that the Debtor may have in relation to such interpleader action; *provided, however,* that once segregated or interplead, interest shall cease to accrue on an Allowed Claim.

ARTICLE XI.
EFFECTS OF CONFIRMATION OF PLAN, INJUNCTION AND EXCULPATION

11.1 Notice of the Effective Date. On or before ten Business Days after occurrence of the Effective Date, the Post-Confirmation Debtor shall mail or cause to be mailed to all holders of Claims and Equity Interests a notice that informs such holders of the following: (a) entry of the Confirmation Order; (b) occurrence of the Effective Date; (c) the Administrative Claim Bar Date; (d) Professional Claim Bar Date; and (e) such other matters that the Post-Confirmation Debtor deems appropriate.

11.2 Binding Effect of Plan. Upon the Effective Date, the Plan and each of its provisions shall be binding on the Debtor, the Post-Confirmation Debtor, all Creditors, all Equity Interest holders, and all Persons acquiring property under the Plan, whether or not they voted to accept the Plan, whether or not they had a right to vote on the Plan, whether or not any Claim or Equity Interest held by any of them is Impaired under the Plan, whether or not any Claim or Equity Interest held by any of them is Allowed in full, only in part, or Disallowed in full, and whether or not a Distribution is made to any of them under the Plan.

11.3 Intentionally Omitted.

11.4 Intentionally Omitted.

11.5 Injunction Against Interference with Plan. Upon the Effective Date, all holders of Claims, all holders of Equity Interests, and all other parties in interest in the Bankruptcy Case, along with their respective current and former officers, directors, principals, employees and agents, shall be and are hereby enjoined from taking any action to interfere with the implementation or consummation of the Plan.

11.6 Releases by the Debtor. **Notwithstanding anything contained in this Plan to the contrary, 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, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor, the Post-Confirmation Debtor, and its Estate, in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Causes 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 the Debtor, the Post-Confirmation Debtor, or its Estate, as applicable, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise, that the Debtor, the Post-Confirmation Debtor, or its Estate would have been legally entitled to assert in its own right or on behalf of the Holder of any Claim against, or Interest in, a Debtor, a Post-Confirmation Debtor, 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 Debtor's 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 and 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. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post Effective Date obligations of any party or entity under the Plan, the Confirmation Order, or any document, instrument, or agreement executed to implement the Plan or any Claim or obligation arising under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) 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 and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to the Debtor, the Post-Confirmation Debtor, or the Debtor's Estate asserting any Claim or Cause of Action released pursuant to the Debtor Release.

11.7 Releases by Holders of Claims and Interests. **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. <u>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</u>

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.

11.8 Exculpation. THE DEBTOR SHALL NOT HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY ACT TAKEN OR OMISSION IN CONNECTION WITH OR RELATED TO FORMULATING, NEGOTIATING, IMPLEMENTING, CONFIRMING OR CONSUMMATING THE PLAN AND THE DISCLOSURE STATEMENT, EXCEPT FOR WILLFUL MISCONDUCT. THE DEBTOR SHALL HAVE NO LIABILITY, EXCEPT FOR WILLFUL MISCONDUCT, TO ANY CREDITOR, ANY EQUITY INTEREST HOLDER, AND ANY OTHER PARTY IN INTEREST IN THE BANKRUPTCY CASES, OR ANY OTHER PERSON FOR ACTIONS TAKEN OR NOT TAKEN UNDER THE PLAN, IN CONNECTION HEREWITH OR WITH RESPECT THERETO, OR ARISING OUT OF ITS ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN INCLUDING, WITHOUT LIMITATION, FAILURE TO OBTAIN CONFIRMATION OR TO SATISFY ANY CONDITION OR CONDITIONS, OR REFUSAL TO WAIVE ANY CONDITION OR CONDITIONS, TO THE OCCURRENCE OF THE EFFECTIVE DATE, AND IN ALL RESPECTS THE DEBTOR SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES UNDER THE PLAN.

ARTICLE XII.
MODIFICATIONS OF THE PLAN

12.1 Amendments Prior to Confirmation Date. The Debtor reserves the right to amend or modify the Plan prior to Confirmation pursuant to section 1127(a) of the Bankruptcy Code, and the Plan, as amended shall become the new Plan.

12.2 Amendments After Confirmation Date. The Debtor may amend or modify the Plan before its substantial consummation, provided that the Plan, as amended or modified, meets the requirements of the Bankruptcy Code and the Bankruptcy Court, after notice and hearing, confirms this Plan, as modified.

12.3 Effect on Claims. A holder of a Claim that has accepted or rejected this Plan shall be deemed to have accepted or rejected, as the case may be, this Plan, as modified, unless, within the time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection.

ARTICLE XIII.
RETENTION OF JURISDICTION

13.1 Purposes. Notwithstanding entry of the Confirmation Order, the Bankruptcy Court shall retain jurisdiction over the Bankruptcy Case for the following purposes:

(i) to determine any and all objections to the allowance of Claims or Equity Interests, both before and after the Confirmation Date, including any objections to the classification of any Claim or Equity Interest;

(ii) to determine any and all applications for fees and expenses authorized to be paid or reimbursed in accordance with section 503(b) of the Bankruptcy

Code or this Plan;

(iii) to determine any and all pending applications for the assumption or rejection of executory contracts or for the rejection or assumption and assignment, as the case may be, of unexpired leases to which the Debtor is a party or with respect to which it may be liable; to hear and determine any actions to void or terminate unexpired contracts or leases, and to hear and determine and, if need be, to liquidate any and all Claims arising therefrom;

(iv) to hear and determine any and all actions initiated by the Debtor, whether by motion, complaint or otherwise;

(v) to determine any and all applications, motions, adversary proceedings and contested matters pending before the Bankruptcy Court on the Confirmation Date or Filed or instituted after the Confirmation Date;

(vi) to modify this Plan, the Disclosure Statement or any document created in connection with this Plan, or remedy any defect or omission or reconcile any inconsistency in any Order of the Bankruptcy Court, this Plan, the Disclosure Statement or any document created in connection with this Plan, in such manner as may be necessary to carry out the purposes and effects of this Plan to the extent authorized by the Bankruptcy Code;

(vii) to ensure that the Distributions are accomplished in accordance with the provisions of this Plan;

(viii) to Allow, Disallow, determine, liquidate, or estimate any Claim or Equity Interest, and to enter or enforce any Order requiring the Filing of any such Claim or Equity Interest before a particular date;

(ix) to enter such Orders as may be necessary to interpret, enforce, administer, consummate, implement and effectuate the operative provisions of this Plan, the Confirmation Order and all documents and agreements provided for herein or therein or executed pursuant hereto or thereto including, without limitation, entering appropriate Orders to protect the Estate from creditor actions;

(x) to hear any other matter not inconsistent with chapter 11 of the Bankruptcy Code;

(xi) to enter and implement such Orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, or vacated;

(xii) to determine such other matters as may arise in connection with this Plan, the Disclosure Statement, or the Confirmation Order;

(xiii) to enforce all Orders, judgments, injunctions, and rulings entered in connection with the Bankruptcy Case;

(xiv) to determine all issues relating to the Claims of the IRS, and other taxing authorities, state or federal;

(xv) to determine any Avoidance Actions;

(xvi) to enter a Final Order and final decree closing the Bankruptcy Case; and

(xvii) to determine any matter or issue related to the Post-Confirmation Debtor.

13.2 Exclusive Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction to resolve all controversies, suits and disputes that may arise in connection with the interpretation, enforcement, consummation, implementation or administration of this Plan, the Confirmation Order or the Disclosure Statement, and all entities shall be enjoined from commencing any legal or equitable action or proceeding with respect to such matters in any other court or administrative or regulatory body.

13.3 Abstention. If the Bankruptcy Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of the Bankruptcy Case, including the matters set forth in this Article XIII, then this Article XIII shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

13.4 Intentionally Omitted.

ARTICLE XIV.
GENERAL PROVISIONS

14.1 Certain Rights Unaffected. Except as otherwise provided herein, any rights or obligations which the Creditors may have among themselves as to their respective Claims or the relative priority or subordination thereof are unaffected by this Plan.

14.2 Incorporation of Bankruptcy Rule 9019. To the extent necessary to effectuate and implement the compromises and releases contained in this Plan, the Plan shall be deemed to constitute a motion under Bankruptcy Rule 9019 seeking the Bankruptcy Court's approval of all of the compromises and releases contained herein. More specifically, and without limiting this provision, the Plan shall be deemed to constitute a motion under Bankruptcy Rule 9019 to settle any Claims and the treatment provided for them in this Plan.

14.3 Incorporation of Valuation Motion. To the extent necessary to effectuate and implement the provisions of this Plan, the Plan shall be deemed to constitute a motion for valuation under the Bankruptcy Code, including the value of any lien, security interest, or encumbrance treated by this Plan; *provided, however,* that nothing in this Plan shall alter any valuation ordered by Final Order of the Bankruptcy Court in the Bankruptcy Case.

14.4 Automatic Stay. The automatic stay provided in section 362 of the Bankruptcy Code, shall remain in effect through the Effective Date, unless otherwise specifically modified, annulled, or terminated by the Bankruptcy Court pursuant to a separate order, and shall terminate on the Effective Date.

14.5 Reservation of Rights. The Plan shall have no force or effect unless and until the Effective Date occurs. Prior to the Effective Date, none of the filing of the Plan, any statement or provision contained in the Plan, or action taken by the Debtor with respect to the Plan shall be, or shall be deemed to be, an admission or waiver of any rights of the Debtor or any other party with respect to any Claims or Equity Interests or any other matter.

14.6 Rights Under 1129(b). **The Debtor hereby gives notice of its intent to seek confirmation under the cram down provisions of section 1129(b) of the Bankruptcy Code, if necessary**.

14.7 Headings. The article and section headings used in this Plan are inserted for convenience and reference only and neither constitute a part of this Plan nor in any manner affect the terms, provisions, or interpretations of this Plan.

14.8 Severability. If any term or provision in this Plan is determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any other term or provision of this Plan.

14.9 Governing Law. Except to the extent that the Bankruptcy Code is applicable, the rights and obligations arising under this Plan and any documents, agreements and instruments executed in connection with this Plan (except to the extent such documents, agreements and instruments designate otherwise) shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

14.10 Successors and Assigns. The rights and obligations of any entity named or referred to in this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such entity.

14.11 Insurance. Notwithstanding anything to the contrary in this Plan, neither the Confirmation Order nor Confirmation and consummation of this Plan shall have any effect on the insurance policies of the Debtor or their current or former directors, officers or managers (including, but not limited to, director and officer liability policies to the extent that the Debtor or its current or former directors, officers and managers have any rights under such policies) in which the Debtor or its current or former directors, officer or managers are or were an insured party or any claim asserted thereunder. Each insurance company is prohibited from denying, refusing, altering, or delaying coverage for the Debtor (or its current or former directors, officers or managers) on any basis regarding or related to the Bankruptcy Case, this Plan or any provision within this Plan, including the treatment or means of liquidation set out within this Plan for insured claims.

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Dated: August 11, 2025

VISION2SYSTEMS LLC

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