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

Signed January 23, 2026

United States Bankruptcy Judge

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

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

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER APPROVING THE SECOND AMENDED PLAN OF LIQUIDATION OF VISION2SYSTEMS LLC

CAME ON FOR CONSIDERATION confirmation of the Debtor's *Plan of Liquidation of Vision2Systems LLC* [Docket No. 124] filed on August 11, 2025, by Vision2Systems LLC (the "**Debtor**") in the above-captioned chapter 11 bankruptcy case (the "**Chapter 11 Case**"), as amended by the Debtor's *Amended Plan of Liquidation of Vision2Systems LLC* [Docket No. 142] filed on October 2, 2025, and the Debtor's *Second Amended Plan of Liquidation of Vision2Systems LLC* [Docket No. 158] filed on November 11, 2025 (the "**Plan**").

Having considered the Plan, the Disclosure Statement, the *Declaration of Luzmarina Vargas Regarding Ballots and Tabulation of Votes in Connection with the Debtor's Chapter 11*

Plan of Liquidation [Docket No. 165] (the "**Ballot Declaration**") filed by the Debtor on November 26, 2025, the *Amended Declaration of Luzmarina Vargas Regarding Ballots and Tabulation of Votes in Connection with the Debtor's Chapter 11 Plan of Liquidation* [Docket No. 179] (the "**Amended Ballot Declaration**," together with the Ballot Declaration, the "**Ballot Declarations**") filed by the Debtor on January 8, 2026, and all other evidence and arguments presented at the confirmation hearing of the Plan held before this Court on December 1, 2025, at 9:30 a.m. CT (the "**Confirmation Hearing"**); and the Debtor having timely provided all holders of Claims against or Interests in the Debtor (collectively, "**Claimants**") and all parties in interest with good and sufficient notice of the Plan, Disclosure Statement, Confirmation Hearing, and all applicable deadlines in accordance with the provisions of title 11 of the United States Code (the "**Bankruptcy Code**"), the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Local Rules of this Court (the "**Local Rules**"), and the orders of this Court, as evidenced by the docket in this case, the Ballot Declarations and the Certificates of Service filed with this Court (collectively, the "**Solicitation Certificates**"); and all objections to confirmation of the Plan (collectively, the "**Objections**") having been overruled by the Court on the record at the Confirmation Hearing, on the record at the hearing held to read the Court's oral ruling on January 7, 2026 (the "**Oral Ruling**"), and/or by terms of this order (this "**Order**") or resolved by the applicable parties; and upon the entire record of this Chapter 11 Case, the record made at the Confirmation Hearing, and the arguments of counsel and all evidence adduced at the Confirmation Hearing; and the Court having determined, based upon the foregoing, and as further set forth herein and on the record in the Oral Ruling, that the Plan should be confirmed; and after due deliberation and good cause appearing therefor, the Court hereby

FINDS, DETERMINES, AND CONCLUDES AS FOLLOWS:[1]

A. **Findings and Conclusions**. The findings and conclusions set forth herein and in the record of the Confirmation Hearing and Oral Ruling constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable by Fed. R. Bankr. P. 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. **Jurisdiction, Venue, Core Proceeding - 28 U.S.C. §§ 157(b)(2) and 1334(a)**. The Court has jurisdiction over this Chapter 11 Case pursuant to 28 U.S.C. § 1334. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2), and this Court has jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed. The Debtor is an eligible debtor under § 109 of the Bankruptcy Code. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Bankruptcy Case**. On February 19, 2025 (the "**Petition Date**"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

D. **Judicial Notice**. The Court takes judicial notice of the docket of this Chapter 11 Case maintained by the Clerk of the Court and/or its duly appointed agent, including all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or addressed at the hearings held before the Court during the pendency of the Bankruptcy Case.

E. **Burden of Proof**. Based on the record of the this Chapter 11 Case: (i) the Debtor has met its burden of proving each element of Bankruptcy Code § 1129(a) and/or (b) by a preponderance of the evidence; (ii) the Debtor has complied with all applicable provisions of the

[1] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Fed. R. Bankr. P. 7052.

Bankruptcy Code, Bankruptcy Rules, and Local Rules with respect to the Plan and Disclosure Statement and their solicitation of votes on the Plan, including, without limitation, Bankruptcy Rule 2002; and (iii) the Plan satisfies all applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules, including, without limitation, Bankruptcy Code §§ 1122, 1123, and 1129.

F. **Disclosure Statement Order.** On October 3, 2025, the Court entered its *Order Approving Debtor's Disclosure Statement, Setting Confirmation Hearing, and Fixing Time for Filing Acceptances and Rejections of Debtor's Plan of Liquidation* (the "**Disclosure Statement Order**") [Docket No. 145], which, among other things:

i. approved the *Amended Disclosure Statement* [Docket No. 143];

ii. overruled objections to the Disclosure Statement and Amended Disclosure Statement, including the objections of the United States Trustee;

iii. approved the form of ballot to be utilized in soliciting the Plan;

iv. established **November 10, 2025 at 4:00 p.m. CT** as the deadline for parties to submit ballots accepting or rejecting the Plan;

v. established November 10, 2025 at 4:00 p.m. CT as the deadline to object to confirmation of the Plan; and

vi. scheduled the Confirmation Hearing.

G. **Transmittal and Mailing of Materials: Notice**. Due, timely, proper, and adequate notice of the Plan and the Confirmation Hearing, together with the deadlines for voting to accept or reject the Plan, to object to the Plan, and to opt out of the Third-Party Releases (as defined below), has been provided substantially in accordance with the Bankruptcy Rules and the procedures set forth in the Disclosure Statement Order.

H. **Identification of Plan Proponents—Fed. R. Bankr. P. 3016(a)**. The Plan satisfies Bankruptcy Rule 3016(a) by identifying the date of the Plan and the proponent of the Plan.

I. **Solicitation and Transmittal of Solicitation Package**. The solicitation of votes to accept or reject the Plan and requests for consent to the treatment were solicited in good faith and in compliance with 11 U.S.C. §§ 1125 and 1126, Bankruptcy Rules 3017 and 3018, all other applicable provisions of the Bankruptcy Code, and all other rules, laws, and regulations. The Solicitation Package was transmitted to all creditors entitled to vote on the Plan, sufficient time was prescribed for such creditors to accept or reject the Plan, and the solicitation materials used, and solicitation procedures followed, comply with 11 U.S.C. § 1126, thereby satisfying the requirements of Fed. R. Bankr. P. 3018. All procedures used to distribute the Solicitation Packages to the applicable holders of Claims were fair and conducted in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and any other applicable rules, laws, and regulations.

J. **Good Faith Solicitation—11 U.S.C. § 1125(e)**. Based on the record before the Court in this Chapter 11 Case, the Debtor and its attorneys, and other representatives have acted in good faith within the meaning of 11 U.S.C. § 1125(e) in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to the solicitation of acceptances to and consents to the treatment afforded under the Plan and their participation in the activities described in 11 U.S.C. § 1125.

K. **Notice of the Confirmation Hearing—Fed. R. Bankr. P. 2002 and 3017**. The Debtor gave notice of the Confirmation Hearing, the deadline to accept or reject the Plan, the deadline to opt out of the Third-Party Releases (as defined below), and the deadline to object to the Plan in accordance with the Disclosure Statement Order. The Solicitation Package was transmitted to the creditors entitled to vote on the Plan in accordance with Fed. R. Bankr. P. 2002 and 3017.

L. **Impaired Classes That Have Voted to Accept the Plan**. As evidenced by the record established at the Confirmation Hearing, at least one or more Impaired Classes have voted to accept the Plan, as defined by 11 U.S.C. §§ 1124 and 1126.

M. **Voting and Results.** As evidenced by the Ballot Declaration and Amended Ballot Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

N. **Modifications**. On or about November 17, 2025, the Debtor filed its *Second Amended Plan of Liquidation of Vision2Sytems LLC* [Docket No. 158]. Any modifications to the Plan, as incorporated into the Plan as set forth on the record at the Confirmation Hearing and in this Order, do not materially and adversely affect or change the treatment of any creditor who has not accepted such modifications. Under Fed. R. Bankr. P. 3019, these modifications neither require additional disclosure under 11 U.S.C. § 1125 or re-solicitation of acceptance or rejections under 11 U.S.C. § 1126, nor do they require that holders of Claims be afforded an opportunity to change previously cast acceptance or rejections of the Plan. Disclosure of the modifications on the record at the Confirmation Hearing constitutes due and sufficient notice thereof under the circumstances of this Bankruptcy Case. Accordingly, pursuant to 11 U.S.C. § 1127 and Bankruptcy Rule 3019, all holders of Claims that have accepted or are conclusively deemed to have accepted the Plan are deemed to have accepted such modifications to the Plan.

O. **Plan Compliance with 11 U.S.C. § 1129**. The Plan complies with the applicable provisions of 11 U.S.C. § 1129.

a. **Plan's Compliance with Bankruptcy Code — § 1129(a)(1)**. The Plan complies with all applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

i. Proper Classification 11 U.S.C. §§ 1122 and 1123(a)(1). In addition to Administrative Claims, which need not be classified, Article III of the Plan designates five Classes of Impaired Claims and Equity Interests. The Claims placed in each Class are substantially similar to other Claims in each such Class, and such classification is therefore consistent with 11 U.S.C. § 1122. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims created under the Plan, and such Classes and the Plan's treatment thereof do not unfairly discriminate between Holders of Claims. The Plan satisfies 11 U.S.C. §§ 1122 and 1123(a)(1).

ii. Specified Treatment of Impaired and Unimpaired Classes—11 U.S.C. §§ 1123(a)(2) and (3). Article III of the Plan specifies whether each Class of Claims is Impaired or Unimpaired, satisfying 11 U.S.C. § 1123(a)(2), and Article V of the Plan specifies the treatment of the Impaired Classes of Claims, thereby satisfying 11 U.S.C. § 1123(a)(3).

iii. No Discrimination—11 U.S.C. § 1123(a)(4). Article V of the Plan either provides the same treatment for each Claim within each respective Class or the Holder of a particular Claim or Interest has agreed to a less favorable treatment of his/her/its particular Claim or interest, thereby satisfying 11 U.S.C. § 1123(a)(4). Specifically, the Plan provides that all creditors in Class 3 are receiving the same treatment.

iv. Implementation of the Plan—11 U.S.C. § 1123(a)(5). Article VI of the Plan provides adequate and proper means for implementing the Plan.

v. Selection of Officers and Directors—11 U.S.C. § 1123(a)(7). The Debtor properly and adequately disclosed in the Plan the person who will be managing the Post-Confirmation Debtor. Paul Baldwin will manage the Post-Confirmation Debtor. Consequently, the criteria of 11 U.S.C. § 1123(a)(7) are met.

vi. Impairment of Classes—11 U.S.C. § 1123(b)(1). In accordance with § 1123(b)(1) of the Bankruptcy Code, Article V of the Plan impairs or leaves Unimpaired, as the case may be, each Class of Claims under the Plan.

vii. Treatment of Executory Contracts and Unexpired Leases—11 U.S.C. § 1123(b)(2). The Plan constitutes a motion by the Debtor to reject all executory contracts and unexpired leases not expressly assumed or rejected on or before the Effective Date as allowed by 11 U.S.C. § 1123(b)(2), as set forth in Article VIII of the Plan.

viii. Settlement of Claims—11 U.S.C. § 1123(b)(3). Articles V and VI of the Plan provide for various treatment of Classes of Claims, including the settlement of, or adjustments to, certain Claims or Interests belonging to the Debtor or to the Estate as allowed by 11 U.S.C. § 1123(b)(3).

ix. Exculpations. The exculpations described in Article XI of the Plan (the "**Exculpations**") are appropriate under applicable law because they are proposed in good faith and are appropriately limited in scope. Without limiting anything in the Exculpations, each Exculpated Party is appropriately released and exculpated from Causes of Action for any claim related to any act or omission in connection with, relating to, or arising out of, formulating, negotiating, implementing, confirming, or consummating the Plan, except for willful misconduct. The Exculpations are consistent with established practice in this jurisdiction and others.

x. Permissive Plan Provisions—11 U.S.C. § 1123(b). All of the Plan's are consistent with Bankruptcy Code § 1123(b), including, without limitation, the following:

- **Debtor Release**. Section 11.6 of the Plan effects a release of the Released Parties from any Claims and Causes of Action held by the Debtor, the Estate, or the Post-Effective Date Debtor that arose prior to the Effective Date (subject to and as more fully set forth in Section 11.6 of the Plan, the "**Debtor Release**"). The Debtor Release is critical to the successful implementation and confirmation of the Plan; the Debtor Release is fair, reasonable, and in the best interests of the Debtor and its Estate; and the Debtor Release is appropriate under the circumstances of this Chapter 11 Case. Further, the Debtor Release constitutes a valid exercise of the Debtor's business judgment in this

Chapter 11 Case and is permissible under Bankruptcy Code § 1123(b).

- **Third-Party Release**. The Plan effects a release of the Debtor, the Estate, and the Released Parties from any Claims and Causes of Action held by the Releasing Parties that arose prior to the Effective Date (subject to and as more fully set forth in Section 11.7 of the Plan, the "**Third Party Release**"). The Third Pary Release was conspicuously noticed in the Plan, Disclosure Statement, and Ballots. All holders of Claims or Interests were given the chance to opt out of the Third-Party Release by checking the appropriate box on their Ballot. Accordingly, the Third-Party Release is consensual and is an integral part of the Plan. The Third Party Release is permissible under Bankruptcy Code § 1123(b).

- **Exculpation**. The Plan provides for an exculpation limiting the liability of the Exculpated Parties for acts or omissions in connection with, among other things, this Chapter 11 Case, the commencement and administration of this Chapter 11 Case, or the negotiation or implementation of the Plan (subject to and as more fully described in Section 11.8 of the Plan, the "**Exculpation**"). The Exculpation is appropriate and vital because it provides protection to those parties who served as fiduciaries during this Chapter 11 Case or made substantial and critical contributions to the Plan. The Exculpation prevents future collateral attacks against those who have worked to maximize the Estate and, therefore, the Exculpation is appropriate and consistent with applicable law. The Exculpation is permissible under Bankruptcy Code § 1123(b).

- **Injunction**. The Plan permanently enjoins parties from pursuing or enforcing any Claims or Interests that are released or exculpated under the terms of the Plan (as more fully described in Section 11.5 of the Plan, the "**Injunction**"), which is a key component of the Plan necessary to implement the Releases and Exculpation. Without the injunction, the Plan's Release and Exculpation would lose their impact. The Injunction is permissible under Bankruptcy Code § 1123(b).

- **Settlement**. Pursuant to Bankruptcy Code § 1123 and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, Releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan (including, the Releases, Exculpation, and Injunction) shall constitute a good-faith compromise and settlement of all controversies, Claims, and interests resolved pursuant to the Plan. The Plan is a valid compromise of Claims and Interests and is the product of good faith, arm's-length negotiations with the Debtor's Creditors. The Plan represents the best possible recovery to general unsecured Creditors and other parties in interest under the circumstances. As further set forth herein, the Plan represents a valid compromise that is fair and equitable and in the best interests of the Estate. The Plan's settlement and compromise of Claims and Interest is permissible under Bankruptcy Code § 1123(b).

b. **Debtor's Compliance with Bankruptcy Code — §1129(a)(2).** The Debtor has complied with the applicable provisions of the Bankruptcy Code, thereby satisfying 11 U.S.C. § 1129(a)(2). Based upon the record made at the Confirmation Hearing and pleadings filed in this Chapter 11 Case, the Debtor has complied with applicable provisions of the Bankruptcy Code and orders of the Court, and the Debtor has complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order in transmitting the Solicitation Package and related documents and notices and in soliciting and tabulating votes on the Plan

c. **Plan Proposed in Good Faith — § 1129(a)(3).** The Debtor has proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying § 1129(a)(3) of the Bankruptcy Code. The Debtor's good faith is evident from the facts and record of this Chapter 11 Case, the Disclosure Statement, the record made at the Confirmation Hearing, and the other proceedings in this Chapter 11 Case. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtor's Estate and to effectuate a liquidation of the Debtor. The Plan was negotiated at arm's-length. Further, the Plan's classification, indemnification, Exculpation, Third Party Release, and Injunction provisions have been negotiated in good faith and at arm's-length. Such provisions are consistent with Bankruptcy Code §§ 105, 1122, 1123(b)(6), 1125, 1129, and 1142; each provision is necessary for the success of the Plan; and none of the Plan's provisions were included for any improper purpose.

d. **Payment for Services or Costs and Expenses — § 1129(a)(4)**. The Plan complies with Bankruptcy Code § 1129(a)(4) in that any payments to be made by the Debtor for services or for costs and expenses in connection with this Chapter 11 Case, or in connection with the Plan and incident to this Chapter 11 Case have been approved by, or are subject to the approval of, the Court as reasonable, thereby satisfying 11 U.S.C. § 1129(a)(4).

e. **Directors, Officers, and Insiders — § 1129(a)(5)**. The Debtor has complied with Bankruptcy Code § 1129(a)(5) in that the Plan identifies Paul Baldwin as the authorized representative of the Post-Confirmation Debtor and such appointment is consistent with the interests of all Claimants and with public policy.

f. **No Rate Changes — § 1129(a)(6)**. Bankruptcy Code § 1129(a)(6) is not applicable to the Debtor or the Plan.

g. **Best Interest of Creditors — § 1129(a)(7).** The Plan satisfies the requirements of 11 U.S.C. § 1129(a)(7). The Plan, Disclosure Statement, and evidence adduced at the Confirmation Hearing (i) are persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (ii) have not been controverted by other persuasive evidence or have not been challenged; (iii) are based upon reasonable and sound assumptions; (iv) provide a reasonable estimate of the liquidation value of the Debtor's assets upon conversion to a chapter 7 proceeding; and (v) establish that each holder of a Claim in an Impaired Class will receive or retain under the Plan, on account of such Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount that it would receive if the Debtor was liquidated under chapter 7 of the Bankruptcy Code on such date.

h. **Acceptance by Impaired Classes — § 1129(a)(8).** Claims in Classes 1 and 3 are Impaired under the Plan, and each of those Classes have accepted the Plan in accordance with Bankruptcy Code § 1126(c), as demonstrated by the Ballot Declarations. Insider Claims Against Vision2Systems LLC in Class 4 and Equity Interests in Vision2Systems in Class 5 are Impaired and deemed to reject the Plan pursuant to Bankruptcy Code § 1126(g). The Plan satisfies the requirements for confirmation under the "cram down" provisions of Bankruptcy Code § 1129(b).

i. **Administrative Claims and Professional Claims — § 1129(a)(9).** The treatment of Administrative Claims and Professional Claims set forth in Article IV of the Plan satisfies the requirements of 11 U.S.C. §§ 1129(a)(9). Administrative Claims and Professional Claims will be paid in full on the Effective Date of the Plan, unless otherwise agreed upon by the Debtor and the holder of the Administrative Claim or Priority Tax Claim.

j. **Acceptance by Impaired Class — § 1129(a)(10).** Bankruptcy Code § 1129(a)(10) is satisfied in that, as described above and in the Ballot Declarations, Classes 1 and 3 are Impaired and voted to accept the Plan.

k. **Feasibility — § 1129(a)(11).** Bankruptcy Code § 1129(a)(11) is satisfied in that the Plan provides for the liquidation, wind down, and dissolution of the Debtor. Article VI sets forth a feasible means of implementing the Plan.

l. **U.S. Trustee Fees — § 1129(a)(12)**. The Plan, as modified on the record, satisfies Bankruptcy Code § 1129(a)(12) in that Section 4.5 of the Plan provides for all U.S. Trustee Fees that are currently due and payable under 28 U.S.C. § 1930, as determined by the Court, to be paid by the Debtor on or before the Effective Date, and for all U.S. Trustee Fees coming due after the Effective Date to be paid by the Post-Confirmation Debtor when due.

m. **Retiree Benefits — § 1129(a)(13)**. The Debtor does not have any retiree benefits to be continued under the Plan. Thus, 11 U.S.C. § 1129(a)(13) is not applicable to the Debtor.

n. **Domestic Support Obligations — § 1129(a)(14).** Bankruptcy Code § 1129(a)(14) is not applicable because the Debtor is not an individual and does not have any domestic support obligations**.**

o. **Payments by Individual Debtors — § 1129(a)(15).** Bankruptcy Code § 1129(a)(15) is not applicable because the Debtor is not an individual.

p. **Transfers of Property — § 1129(a)(16).** Bankruptcy Code § 1129(a)(16) is not applicable because the Debtor is not a non-profit corporation or trust. However, all transfers of property contemplated by the Plan are to be made in accordance with applicable nonbankruptcy law governing the transfer of property.

q. **Non-Consensual Confirmation (Cram Down) — § 1129(b).** The Plan meets the requirement for Cram Down under 11 U.S.C. § 1129(b). More specifically, the Plan does not discriminate unfairly and is fair and equitable as to each class of claims or interest that is impaired under, and has not accepted, the Plan.

r. **Objections Filed**. Four parties in interest filed objections to confirmation of the Debtor's Plan, including Dallas County [Docket Nos. 152 and 163], the U.S. Trustee [Docket No. 155], the SBA [Docket No. 157], and Northridge Church [Docket No. 160] (collectively, the "**Confirmation Objections**"). The objections of Dallas County were resolved on the record by agreement at the Confirmation Hearing.

P. **Exculpation, Releases, and Injunction.** The Releases, Exculpation, and Injunction provisions set forth in Article XI of the Plan constitute good faith compromises and settlements of the matters covered thereby. Each of the Release, Exculpation, and Injunction provisions set forth in Article XI of the Plan (i) is within the jurisdiction of the Court under 28 U.S.C. § 1334; (ii) is an essential means of implementing the Plan pursuant to Bankruptcy Code § 1123(a)(5); (iii) is an integral element of the resolution of the Chapter 11 Case, and implementation of the Plan, in accordance with the Plan and the failure to effect such provision would seriously impair the Debtor's ability to confirm the Plan; (iv) confers material benefits on, and is in the best interests, of the Debtor, the Debtor's Estate, and Claimants; (v) is, *inter alia*, supported by extensive consideration; (vi) is important to the overall objectives of the Plan to finally resolve all

Claims and Interests among or against the parties in interest in the Chapter 11 Case with respect to the Debtor; (vii) is fair, equitable, reasonable, and in the best interests of the Debtor and its Estate, Creditors, and Interest holders; and (viii) is consistent with Bankruptcy Code §§ 105, 1123, and 1129 and other applicable sections of the Bankruptcy Code and Bankruptcy Rules. The record of the Confirmation Hearing and the Chapter 11 Case is sufficient to support the Releases, Exculpation, and Injunction provisions contained in Article XI of the Plan. Accordingly, this Court finds that the Exculpation, Injunction, and Releases are consistent with the Bankruptcy Code and applicable law.

Q. **Consensual Non-Debtor Releases**. The Non-Debtor Release described in Section 11.7 of the Plan is a consensual third party release and constitutes an integral component of the Plan. The Plan provides that parties entitled to vote on the Plan may affirmatively opt out of the Non-Debtor Releases by voting to reject the Plan and checking the appropriate box on their Ballot to opt out of the Releases. Furthermore, the Debtor and Released Parties compensated Claimants for the Non-Debtor Release with adequate consideration, including, without limitation by providing substantial contributions to the Chapter 11 Case and the Plan. The substantial contributions by the Debtor and Released Parties have thus ultimately resulted in the Debtor being able to submit the Plan, which provides for efficient and timely distributions to be made to Creditors. Additionally, the Non-Debtor Release: (i) constitutes a good-faith Settlement and compromise of the Claims and Causes of Action released by the Non-Debtor Release; (ii) is in the best interests of the Debtor and its Estate; (iii) is fair, equitable, and reasonable; (iv) is given and made after due notice and opportunity for hearing; (v) is narrowly tailored; and (vi) is a bar to any Claims or Causes of Action released by the Non-Debtor Release against any of the Released Parties.

R. **Exculpation**. The Exculpation provisions set forth in Section 11.8 of the Plan are essential to the Plan. The record in the Chapter 11 Case fully supports the Exculpation and the provisions set forth in Section 11.8 of the Plan, which are appropriately tailored to protect the Exculpated Parties from inappropriate litigation.

S. **Injunction.** The Injunction provisions set forth in Section 11.5 of the Plan is essential to the Plan and is necessary to implement the Plan and to preserve and enforce the Debtor Release, the Non-Debtor Release, and the Exculpation, and the Injunction provisions are appropriately tailored to achieve those purposes. Any dispute regarding the scope or application of the Release contained in the Plan shall be brought before the Bankruptcy Court or such court as the Bankruptcy Court may direct.

T. **Settlement of Claims and Interests.** The settlements and compromises of Claims and Interests contained in (or incorporated into) the Plan (each such settlement and compromise, a "**Settlement**," and collectively, the "**Settlements**") are necessary to, and are an integral and essential element of, the Plan and its consummations, and the terms and conditions of such Settlements are fair and reasonable under the circumstances. The performance of the terms thereof is authorized, and the parties are directed to consummate the same. The Settlements are the product of arm's-length negotiation, and have been proposed in good faith, for legitimate business purposes, are supported by reasonably equivalent value and fair consideration and reflects the Debtor's exercise of reasonable business judgment. Entry into the Settlements and consummation of the same is in the best interests of the Debtor, its Estate, its Creditors, and Interests holders. The Debtors have provided all interested parties with sufficient and adequate notice of, and an opportunity to object and to be heard with respect to, any and all settlements. The terms and provisions of the settlements are approved pursuant to this Order.

ACCORDINGLY, THE COURT HEREBY ORDERS THAT:

1. **Confirmation of the Plan**. The Plan, which includes any and all modifications, supplements, and exhibits, including any modifications, supplements, and exhibits set forth on the record at the Confirmation Hearing, is **APPROVED** and **CONFIRMED** under 11 U.S.C. § 1129, subject to the terms contained herein. The terms of the Plan are incorporated by reference into and are an integral part of this Confirmation Order. For reference, the Plan, with the modifications, supplements, and exhibits incorporated, is attached as **Exhibit A** to this Order.

2. **Objections**. Any objections that have not been withdrawn, waiver, or settled, and all reservations of rights pertaining to confirmation of the Plan included therein, are overruled on the merits.

3. **Settlements Approved**. The compromises and settlements specified in Articles VI and XI of the Plan are expressly approved and conclusively determined to be in the best interests of Creditors and the Estate.

4. **Effects of Confirmation; Effectiveness; Successors and Assigns.** The Court directs that Fed. R. Civ. P. 62(a) and the stay provided by Bankruptcy Rule 3020(e) shall not apply to this Confirmation Order, and the Court authorizes the Debtor to consummate the Plan after entry of this Confirmation Order. Subject to the occurrence of the Effective Date, and notwithstanding any otherwise applicable law, immediately upon the entry of this Confirmation Order, the terms of the Plan (including the Plan Exhibits and all documents and agreements executed pursuant to the Plan) and this Confirmation Order shall be binding on (a) the Debtor, (b) any entity issuing securities under the Plan, (c) any Creditor, (d) any Equity Interest Holder, and (e) each of the foregoing's respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians, whether or not

the Claim or Interest of such Creditor or Equity Interest Holder is Impaired under the Plan and whether or not such Creditor or Equity Interest Holder accepted the Plan. Upon the occurrence of the Effective Date with respect to the Debtor, the Plan shall be deemed substantially consummated.

5. **Injunctions and Exculpations.** The injunction and exculpation provisions set forth in Article XI of the Plan are incorporated into this Confirmation Order as if set forth in full herein, are hereby approved in their entirety, and are subject to any other terms of the Plan.

6. **Injunction Against Interference with the Plan.** Pursuant to Article XI of the Plan, upon the entry of the Confirmation Order, all Creditors and persons acting in concert with them are enjoined and restrained pursuant to 11 U.S.C. § 105 from taking any action to interfere with the implementation or consummation of the Plan.

7. **Plan Implementation Authorization**. Pursuant to the Plan, all necessary documents for the implementation of the Plan shall be executed by all necessary parties in interest on the Effective Date, unless an earlier date is provided by the Plan.

8. **Assumption or Rejection of Executory Contracts and Unexpired Leases – 11 U.S.C. § 1123(b)(2)**. Pursuant to Article VIII of the Plan, all executory contracts and unexpired leases to which the Debtor is a party which are not expressly assumed in the Plan shall be rejected as of the Petition Date, unless the Debtor expressly assumed or rejected such contract or lease on or before the Effective Date. For the sake of clarity, nothing in this Order is meant to alter any former Order of this Court with regard to a prior assumption or rejection.

9. **Damage Claims**. Pursuant to Article VIII of the Plan, any Claims based upon rejection of an executory contract or unexpired lease shall be forever barred and shall not be enforceable against the Debtor, unless a proof of claim is filed with the Bankruptcy Court and served on the Debtor such that it actually receives the proof of claim within 30 calendar days of

entry of this 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.

10. **Governmental Approvals Not Required**. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any State or any other governmental authority with respect to implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan and any documents, instruments, agreements, amendments, or modifications related thereto.

11. **Governmental Exceptions**. Notwithstanding anything in the Plan to the contrary, including section 11.5 of the Plan, nothing in the Plan shall restrict or prohibit the United States government or any of its agencies, or any state and local authority, from enforcing their police and regulatory powers as specified in 11 U.S.C. § 362(b)(4), including the criminal and environmental laws of the United States; nor shall anything in this Confirmation Order or the Plan exculpate any party or person from any liability to the United States government or any of its agencies, or any state and local agency, arising from any violation of such police and regulatory powers.

12. **Exemption from Certain Taxes**. Pursuant to 11 U.S.C. § 1146(c), any transfers contemplated by the Plan shall not be subject to any stamp, transfer tax, or similar tax.

13. **Resolution of Claims**. Except as otherwise ordered by the Court, any Claim that is not an Allowed Claim shall be determined, resolved, or adjudicated in accordance with the terms of the Plan. All objections to Claims shall be filed with the Court within 90 days from the Effective Date, and a copy of the objection shall be served upon the Holder of the Claim to which such objection pertains. Any request for an extension period to object to Claims needs to be served only upon the creditors involved and the United States Trustee.

14. **Claim of Dallas County**. Dallas County shall have an Allowed Priority Tax Claim in the amount of $1,743.98 (the "**Allowed Dallas County Claim**"). Notwithstanding anything in the Plan to the contrary, the Allowed Dallas County Claim shall be paid in Cash on the Effective Date.

15. **Payment of Fees**. All fees payable by the Debtor under 28 U.S.C. § 1930, if any, shall be paid on the later of the Effective Date or the due date.

16. **Reversal**. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtor's receipt of written notice of any such order. Notwithstanding any such reversal, modification, or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan or any amendments or modifications thereto.

17. **Retention of Jurisdiction**. Except as otherwise specified in the Plan, pursuant to 11 U.S.C. §§ 105(a) and 1142, and notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, the Court shall retain exclusive jurisdiction as provided in Article XIII of the Plan.

18. **Notice of Entry of Confirmation Order**. The Debtor shall serve notice of entry of this Confirmation Order pursuant to Bankruptcy Rules 2002(f)(7), 2002(j), 2002(k), and 3020(c) on all Creditors, the United States Trustee, the Securities and Exchange Commission, the Internal

Revenue Service, and other parties in interest, by causing notice of entry of this Confirmation Order to be delivered to such parties by first-class mail, postage prepaid.

19. **Notice of Effective Date**. Within five Business Days following the occurrence of the Effective Date, the Debtor shall file notice of the occurrence of the Effective Date with the Bankruptcy Court and shall serve a copy of same on (a) the United States Trustee; and (b) the entities that have requested notice in this Chapter 11 Case pursuant to Bankruptcy Rule 2002.

20. **Reference to Plan Provisions**. The failure to specifically include or reference any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be confirmed in its entirety.

21. **Inconsistency.** In the event of an inconsistency between the Plan and any other agreement, instrument, or document intended to implement the provisions of the Plan, the provisions of the Plan shall govern unless otherwise expressly provided for in such agreements, instruments, or documents. In the event of any inconsistency between the Plan and any agreement, instrument, or document intended to implement the Plan and this Confirmation Order, the provisions of this Confirmation Order shall govern.

22. **Enforceability**. Pursuant to 11 U.S.C. §§ 1123(a) and 1142(a) and the provisions of this Confirmation Order, the Plan and all plan-related documents shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

23. **Final Order.** This Confirmation Order constitutes a Final Order, and no just cause exists for delay of this Confirmation Order.

24. **Administrative Claims**. The deadline for filing all applications for payment of Administrative Claims shall be the date that is thirty (30) days after the Effective Date. Except as

expressly provided elsewhere in the Plan, any Administrative Claim filed after that date shall be deemed untimely filed and shall be disallowed. The deadline for objecting to such Administrative Claims is twenty-four (24) days after a request for payment of such Claim has been filed. The deadline for submitting applications for compensation for services rendered in the Bankruptcy Case pursuant to 11 U.S.C. §§ 327, 328, 330, 331, or 1103 (the "**Professional Fee Claims**") prior to the Effective Date is 120 days after the Effective Date. The deadline to object to final fee applications shall be the twenty-fourth (24th) day after such fee application has been filed.

25. **Section 6.4 of the Plan.** Section 6.4 of the Plan is deleted and replaced with the following:

> <u>Post-Effective Date Wind-Down</u>. 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. Further, until the Bankruptcy Case is closed, the Post-Confirmation Debtor shall (i) on a monthly basis, continue to prepare the same kinds of monthly operating reports that it prepared during the pendency of the Bankruptcy Case and transmit such reports to the United States Trustee, and each member of the Committee, and (ii) on a quarterly basis, file UST post-confirmation quarterly reports, provide an update to such monthly operating reports and provide such quarterly reports, including a report of any distributions made, to the same parties, and pay accrued post-confirmation quarterly fees as they come due until the case is dismissed, converted, or closed.

26. **Committee Dissolution.** On the Effective Date, the Official Committee shall be dissolved and the members thereof released and discharged of and from all further authority, duties, responsibilities, liabilities and obligations related to or arising from the Bankruptcy Case. On the Effective Date, all agents, employees, attorneys, accountants, financial advisors and representatives of the Official Committees shall be released and discharged of and from all further duties, responsibilities, liabilities and obligations related to or arising from the Bankruptcy Case.

 # # # END OF ORDER # # #

Submitted by:

<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.	§	

SECOND AMENDED PLAN OF LIQUIDATION OF VISION2SYSTEMS LLC

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AND DEBTOR-IN-POSSESSION**

DATED: NOVEMBER 17, 2025.

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SECOND AMENDED PLAN OF LIQUIDATION
DATED NOVEMBER 17, 2025

Vision2Systems LLC (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: CGC Royalty Investments IV, LP.

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 Disclosure Statement: 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 Disputed: 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 Distribution: The distribution of Cash to an Allowed Claim.

2.2.36 Effective Date: The first Business Day on which all of the conditions precedent to the Effective Date specified in Section 6.6 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 Equity Interest: 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. To comply with the United States Trustee's Chapter 11 Guidelines, the Debtor transferred the FBO Funds to an account with East West Bank.

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, 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 Claims of CGC, which shall be paid and treated as follows:

5.1.1 CGC shall be deemed to hold an Allowed Claim as of the Petition Date in the amount of $3,905,437.13 (the "Allowed CGC Claim"), which shall not be subject to offset, defenses or counterclaims. Any such offsets, defenses, or counterclaims, and any claims and causes of action held or alleged by the Debtor or the Debtor's Estate against CGC shall be deemed released as of the

Effective Date. All liens held by CGC in the assets of the Debtor, the Debtor's Estate, and the Post-Confirmation Debtor shall be retained and preserved, except as otherwise explicitly provided herein. CGC shall be deemed to hold an Allowed Secured Claim in the amount of $200,000.00, which shall be paid and treated as provided herein for Class 1, and shall be deemed to hold an Allowed Unsecured Claim in the amount of $3,705,437.13, which shall be paid and treated as provided in Class 3.

5.1.2 As soon as practicable after the Effective Date, the Debtor shall transfer to CGC all proceeds received by the Debtor pursuant to the Referral Agreement dated January 6, 2025, by and between the Debtor and YourGiving, Inc., d/b/a Tithe.ly (the "Tithe.ly Agreement"), which such proceeds represent CGC's Cash Collateral and were estimated as of October 1, 2025, to be $197,000. To the extent the Tithe.ly Agreement represents an executory contract, it shall be deemed assumed by the Debtor as of the Effective Date. Following the Effective Date, CGC shall be entitled to all future proceeds due to the Post-Confirmation Debtor under the Tithe.ly Agreement. For the avoidance of doubt, the Tithe.ly Agreement will not be assigned to CGC and CGC shall not be responsible for any obligations thereunder. The Post-Confirmation Debtor shall cooperate with Tithe.ly and CGC as needed to determine the remaining amounts owed to the Post-Confirmation Debtor (and payable to CGC under this Plan) pursuant to the Tithe.ly Agreement.

5.1.3 As of the Effective Date, any and all of the Debtor's intellectual property (collectively, "Intellectual Property"), including without limitation, all of the Debtor's patents, patent applications, copyrights, trademarks, tradenames, trade secrets, internet domain names, websites, and all intellectual property listed in the Debtor's Schedules shall be deemed transferred and assigned to CGC free and clear of all liens, claims and encumbrances. The Post-Confirmation Debtor shall cooperate with CGC to enter into and execute all documents reasonably necessary to effectuate the transfer and assignment of Intellectual Property as provided herein.

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. Notwithstanding the foregoing, nothing in this section shall diminish or change the effect of section 506 of the Bankruptcy Code, and as such, any Allowed Claim of the SBA not classified in this Class 2, shall be classified as a Class 3 General Unsecured 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 to the designated church that corresponds to each respective FBO account label as previously held.

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. Further, until the Bankruptcy Case is closed, the Post-Confirmation Debtor shall (i) on a monthly basis, continue to prepare the same kinds of monthly operating reports that it prepared during the pendency of the Bankruptcy Case and transmit such reports to the United States Trustee, and each member of the Committee, and (ii) on a quarterly basis, provide an update to such monthly operating reports and provide such quarterly reports, including a report of any distributions made, to the same parties.

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; 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.

Notwithstanding the foregoing, any claims or causes of action against Saddleback Valley Community Church, Christian Fellowship Church, Christ Presbyterian Church, and any claims or causes of action against any other church or creditor who files a ballot in favor of the Plan, shall be released as of entry of the Confirmation Order, and any claims or causes of action against such church or creditor shall not be preserved.

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 <u>Releases by Holders of Claims and Interests</u>. **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; (h) the mutual release contained herein below, and (i) 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.

Further, as additional consideration for the Third-Party Release, and except as otherwise expressly stated herein, each Released Party hereby releases any claims and causes of action it may have against any Releasing Party.

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.

11.9 Offset Rights Preserved. Notwithstanding anything contained in this Plan or the Confirmation Order, including but not limited to Article XI of the Plan, all rights of Creditors to offset a mutual debt owed by another party to the Creditor against any debt owed by the Creditors are expressly preserved, including as to the Debtor and each Released Party.

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: November 17, 2025

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