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Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

IN RE: NAVELLIER & ASSOCIATES INC., Debtor. ______________________________/	Case No.: BK-25-50820-hlb (Chapter 11) Hearing Date: TBD Hearing Time: TBD

PLAN OF REORGANIZATION

Dated: June 5, 2026

Filed by: NAVELLIER & ASSOCIATES INC., a Nevada corporation, Debtor

Debtor's Counsel: HARRIS LAW PRACTICE LLC
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NAVELLIER & ASSOCIATES INC. ("Debtor" or "NAI"), Debtor and Debtor-in-Possession in the above-captioned Chapter 11 case, through its undersigned counsel, pursuant to 11 U.S.C. § 1121(a), hereby proposes the following **PLAN OF REORGANIZATION** and requests confirmation pursuant to the provisions of 11 U.S.C. §§ 1129(a) and/or (b).

I.

INTRODUCTION

This PLAN OF REORGANIZATION, as may be further amended, supplemented, or modified ("Plan"), is proposed by the Debtor for the resolution of the Debtor's outstanding creditor obligations. The Plan is offered pursuant to Chapter 11 of Title 11 of the United States Code and should be read in conjunction with the DISCLOSURE STATEMENT, as may be further amended, supplemented, or modified ("Disclosure Statement"), concerning this Debtor that will be approved by the United States Bankruptcy Court.

Along with this Plan, creditors will receive a Disclosure Statement which has been approved by the United States Bankruptcy Court. The Court has determined that the Disclosure Statement is adequate to enable creditors to make an informed judgment on whether to accept or reject the Plan. The Disclosure Statement fully sets forth the Debtor's background information, an analysis of the Debtor's financial position, and a summary of this Plan. The Debtor has not authorized any statement or representation, such as the value of its property or the amount of its creditors' claims, which is not contained in the Court approved Disclosure Statement.

Information as to the procedures relating to approval, confirmation, and consummation of the Plan may be obtained from counsel for the Debtor, upon written request.

THE PROVISIONS OF THE CONFIRMED PLAN WILL LEGALLY BIND THE DEBTOR AND ITS CREDITORS, REGARDLESS OF WHETHER THEY HAVE FILED CLAIMS OR HAVE ACCEPTED THE PLAN. Creditors should thoroughly review both the Plan and the Disclosure Statement before determining whether to accept or reject the proposed Plan.

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II.
DEFINITIONS
SCOPE OF DEFINITIONS

For purposes of this Plan, the definitions contained in this Article II shall apply to all uses of the following defined terms herein whether or not such terms are capitalized. Whenever the context requires, such terms shall include the plural number as well as the singular and the female and/or masculine gender as well as the neuter.

1. "ADMINISTRATIVE CLAIM" This term shall refer to and mean every claim that is entitled to allowance under Section 503(b) of the Bankruptcy Code or otherwise entitled to priority pursuant to Section 507(a)(1) of the Bankruptcy Code, arising prior to the Effective Date, including, without limitation: **(a)** any actual, necessary expense preserving the Estate, including, without limitation, expenses necessary or appropriate to carry out, facilitate, or effectuate this Plan; **(b)** any amount required to be paid under Section 365(b) of the Bankruptcy Code in connection with the curing of defaults under assumed executory contracts or unexpired leases; and **(c)** all allowances, including professional fees and costs, approved by the Bankruptcy Court for the Debtor's Professionals.

2. "ADMINISTRATIVE CLAIM BAR DATE" means the deadline for filing requests for payment of Administrative Claims arising prior to the Effective Date, which shall be 90 calendar days after the Effective Date (except as otherwise ordered by the Bankruptcy Court).

3. "ALLOWED ADMINISTRATIVE CLAIM" means an Administrative Claim: **(a)** as to which a request for payment has been timely filed and which has been allowed by a Final Order; **(b)** as to which there exists no dispute that it was incurred in the ordinary course of the Debtor and which requires payment in the ordinary course of the business of the Debtor and as to which there is no order of the Bankruptcy Court in effect which prohibits any such payment; or **(c)** which is expressly allowed pursuant to other Final Order.

4. "ALLOWED CLAIM" or "ALLOWED INTEREST" means any claim (other than a Disputed Claim) against or interest in the Debtor to the extent that—

(a) proof of such claim or interest was–

(i) timely filed in the Reorganization Case;

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(ii) deemed filed in the Reorganization Case, if such claim or interest appears in the Debtor's schedules filed herein, unless either such claim or interest is scheduled as disputed, contingent, or unliquidated or an inconsistent proof of such claim or interest was filed in the Reorganization Case; or

(iii) late filed–

(I) with leave of the Bankruptcy Court; or

(II) without objection by the Debtor or other party in interest within a time fixed by the Bankruptcy Court; and

(b) (i) the Debtor does not file an objection to proof of such claim or interest or amend the Debtor's schedules within a time fixed by the Bankruptcy Court (whether pursuant to this Plan or otherwise); or

(ii) the claim or interest is allowed by a Final Order; or

(iii) the claim or interest is allowed under this Plan.

5. "ALLOWED PRIORITY CLAIM" means a Priority Claim which is an Allowed Claim.

6. "ALLOWED SECURED CLAIM" means a Secured Claim which is an Allowed Claim.

7. "BALLOT" means the Ballot(s) for accepting or rejecting this Plan in a form(s) approved by the Bankruptcy Court.

8. "BANKRUPTCY CODE" as used herein refers to Title I of Public Law No. 95-598, as codified in Title 11 of the United States Code, and all amendments thereto.

9. "BANKRUPTCY COURT" means the United States Bankruptcy Court, for the District of Nevada , in which the Debtor's Chapter 11 case is pending, such other court as has jurisdiction in this Chapter 11 case, and any court having competent jurisdiction to hear appeals or certiorari proceedings therefrom.

10. "BANKRUPTCY RULES" means the Federal Rules of Bankruptcy Procedure, promulgated under 28 U.S.C. § 2075, including any amendments thereto, which are in effect before and as of the Confirmation Date, and thereafter during the Reorganization Case, to the extent that they are consistent with vested rights under this Plan and the Confirmation Order.

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11. “BUSINESS DAY” means any day except Saturday, Sunday, or a day on which commercial banks in Washoe County, Nevada, are authorized or required by law to close.

12. “CLAIM” means: **(a)** any right to payment from the Debtor or its Estate, including an Administrative Claim, whether or not such right is reduced to judgment, or is liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; and **(b)** any right to an equitable remedy for breach of performance of such breach gives rise to a right to payment from the Debtor or its Estate, including an Administrative Claim, whether or not such right to an equitable remedy is reduced to judgment, or is fixed, contingent, matured, unmatured, disputed, secured or unsecured.

13. “CLAIMANT” means the holder of a Claim.

14. “CLASS” means any class into which Allowed Claims or Allowed Interests are classified pursuant to Article IV.

15. “CONFIRMATION” means the entry of the Confirmation Order by the Bankruptcy Court.

16. “CONFIRMATION DATE” means the date on which the Confirmation Order is entered on the Bankruptcy Court's docket.

17. “CONFIRMATION ORDER” means the Order of the Bankruptcy Court confirming this Plan pursuant to Section 1129 of the Bankruptcy Code and approving the transactions contemplated herein, which shall be in form and substance acceptable to the proponent.

18. “CREDITOR” means any entity that has a claim against the Debtor, which claim arose to or before the Petition Date, including any claim that may arise under 11 U.S.C. Sections 502(f), 502(g), 502(h) and 502(i).

19. “DEBTOR” means NAVELLIER & ASSOCIATES INC., Debtor and Debtor-in-Possession herein.

20. “DEBTOR’S ASSETS” means all assets and property of every kind, nature and description of which the Debtor or its Estate has any right, title or interest, including but not limited to: real property, personal property, including but not limited to bank deposits,

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instruments, credit of instruments, certificates of deposit and drafts; all executory contracts which are not and have not been rejected; all choses in action; and all claims, demands, causes of action, damages and obligations of any nature whatsoever, known or unknown in law or in equity, including, without limitation, claims or causes of action arising under the Bankruptcy Code (including, without limitation, Sections 362, 510, 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code), or under any Nevada statute or regulation.

21. "<u>DEBTOR'S PROFESSIONALS</u>" means the law firm of HARRIS LAW PRACTICE LLC and McDONALD CARANO LLP, as Debtor's general bankruptcy counsel; and all other professionals retained and employed by the Debtor pursuant to a Final Order approving such retention and employment.

22. "<u>DISCLOSURE STATEMENT</u>" means the written DISCLOSURE STATEMENT, as may be amended, modified, or supplemented, with respect to this Plan which is approved by the Bankruptcy Court under Section 1125 of the Bankruptcy Code.

23. "<u>DISPUTED CLAIM</u>" means a Claim or any portion thereof that: (a) has been disallowed by a Final Order; (b) is listed in the Debtor's schedules as zero or as contingent, disputed, or unliquidated and as to which no proof of claim or request for payment of an Administrative Claim has been timely filed (or deemed timely filed) with the Bankruptcy Court; (c) is not listed in the Debtor's schedules and as to which no proof of claim or request for payment of an Administrative Claim has been timely filed (or deemed timely filed) with the Bankruptcy Court; (d) has been withdrawn by agreement of the Debtor and the holder thereof; or (e) has been withdrawn by the holder thereof.

24. "<u>EFFECTIVE DATE</u>" means ten (10) calendar days after all of the following have occurred (so long as they then remain in effect): **(a)** this Plan has been confirmed pursuant to the Confirmation Order, and the Confirmation Order is a Final Order and remains in full force and effect without material modification thereof; **(b)** there is not in effect any stay, injunction or restraining order or any other order of any kind which has been issued by a Court of competent jurisdiction or other governmental entity staying, restricting or prohibiting the effectuation of this Plan; and **(c)** there is not in effect any statute, rule, regulation or order enacted, promulgated or

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entered which is applicable to the effectuation of this Plan of which results in the consequences referred to in subsection (b) immediately above. Within two business days of the Effective Date, the Reorganized Debtor or any other authorized parties who have been charged with administering the confirmed plan shall file a Notice of Occurrence of the Effective Date with the Bankruptcy Court, identifying the Effective Date and indicating that it has occurred.

25. "EQUITY INTERESTS" or "INTERESTS" means the shareholder interests in the Debtor.

26. "ESTATE" means the bankruptcy estate of the Debtor created in the Reorganization Case pursuant to Section 541 of the Bankruptcy Code.

27. "EXPIRATION DATE" means the last date determined by the Bankruptcy Court for the casting of Ballots, which date shall be acceptable to the proponents.

28. "FINAL ORDER" means a final order, judgment or other decree of the Bankruptcy Court or other Court of competent jurisdiction which has not been vacated, reversed, saved, modified or amended **(a)** as to which **(i)** the time to appeal or seek review or rehearing has expired and as to which no appeal, petition for certiorari, request for review or rehearing is pending, or **(ii)** if appeal, review, rehearing or certiorari of the order has been sought, the order has been affirmed or the request for review, rehearing or certiorari has been denied, the time to seek a further appeal, review, rehearing or certiorari has expired, and **(b)** as a result of which such orders shall become final and not appealable in accordance with applicable law.

29. "LIEN" has the meaning set forth in Section 101(37) of the Bankruptcy Code and shall include a charge or encumbrance against or interest in property of the Debtor or the Estate, including Debtor's Assets, to secure the payment of a debt or performance of an obligation, and includes any right of setoff under Section 553 of the Bankruptcy Code.

30. "PERSON" includes individual, partnership, corporation, limited liability company, association, joint stock company, joint venture, estate, trust, unincorporated organization, any governmental unit, or political subdivision thereof, or other entity, and all of the respective heirs, personal representatives, successors, and assigns.

31. "PETITION DATE" means September 5, 2025.

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32. "PLAN" means this PLAN OF REORGANIZATION, in the form filed by the proponent and any amendments or modifications thereof or supplements thereto filed by the proponent and permitted by Article X hereof or the Bankruptcy Court.

33. "PRIORITY CLAIM" means a claim (other than an Administrative Claim) entitled to priority under Section 507(a)(2)-(8) of the Bankruptcy Code.

34. "PROPONENT" means the Debtor acting as the proponent of this Plan.

35. "PRO RATA SHARE" means the proportion that an Allowed Claim in a particular class bears to the aggregate amount of all Allowed Claims in such class.

36. "RECORD DATE" means, for purposes of voting, the date of entry by the Bankruptcy Court of the Order Approving the Disclosure Statement and, for purposes of distribution, the Confirmation Date.

37. "REORGANIZATION CASE" or "CASE" means the Debtor's case under Chapter 11 of the Bankruptcy Code, which is currently pending before the Bankruptcy Court as Case No. 25-50820-hlb

38. "REORGANIZED DEBTOR" means NAVELLIER & ASSOCIATES INC., a Nevada corporation, on and after the Effective Date of the Plan.

39. "SECURED CLAIM" means any claim (a) if secured by a lien, security interest or other charge against or interest in the Debtor's Assets, to the extent of the value of such holder's interest in such property (i) as set forth in this Plan, or (ii) as determined by a Final Order in accordance with Sections 506(a) or 1111(b) of the Bankruptcy Code, or (b) if subject to a right of setoff, to the extent of the amount subject to such holder's setoff rights under Section 553 of the Bankruptcy Code.

40. "US TRUSTEE" or "UST" means the current United States Trustee for Region 17, or any successor United States Trustee as of the relevant time.

41. "UNSECURED CLAIM" means any claim which is not a Secured Claim, Priority Claim, Administrative Claim, or an unclassified claim or the kind described in Section 507(a)(7) of the Bankruptcy Code.

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A term used in this Plan that is not defined in this Plan or accompanying Disclosure Statement but that is used in the Bankruptcy Code has the meaning assigned to the term in the Bankruptcy Code.

III.

ADMINISTRATIVE AND UNCLASSIFIED CLAIMS

ADMINISTRATIVE CLAIMS:

Unless otherwise agreed to by a holder of an Allowed Administrative Claim and the Debtor, all Allowed Administrative Claims shall be paid in full (a) if Allowed on or before the Effective Date, on or promptly following the Effective Date, (b) if Allowed after the Effective Date, on or promptly following the date of allowance, (c) if based on liabilities as to which there exists no dispute that the Debtor incurred in the ordinary course, in the ordinary course of business according to the terms and conditions of the particular transaction, or (d) at such time and upon such terms as set forth in a Final Order. The following are Debtor's current estimates of Administrative Claims that may be incurred prior to the Effective Date (provided, however, that the listing of these Administrative Claims herein shall not constitute any allowance (or deemed allowance) thereof and none of these has been Allowed by the Bankruptcy Court):

Anticipated Claim Amount	Description
$0.00	Fees that are owed the U.S. Trustee's Office for the applicable quarters of 2026 prior to the Confirmation Date [Debtor anticipates that payment of these fees will be made when due.]
Unknown	Estimated administrative professional legal fees and costs for the Debtor's general bankruptcy attorneys, Harris Law Practice LLC and McDonald Carano LLP (estimated collectively at $200,000 to $500,000).
Unknown	Estimated administrative professional legal fees and costs for any special counsel or other professionals employed by Debtor.
Unknown	Estimated fees and costs incurred by Omni Agent Solutions as claims and noticing agent (estimated at $100,000 to $150,000).

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$0.00	Post-petition accounts payable incurred in the ordinary course of business[all post-petition administrative expenses incurred in the ordinary course of business are expected to be paid in full in the ordinary course of business prior to the Effective Date].

Fees of the Debtor's Professionals shall continue to accrue up through and subsequent to the Effective Date, with all final pre-Effective Date fees and costs subject to Bankruptcy Court approval.

UNCLASSIFIED PRIORITY CLAIMS:

A. **Description**. Any Allowed Priority Claims shall be paid 100% of their allowed claim amount, with statutory interest thereon, over a one (1) year time period commencing on the Effective Date of the Plan. The payments shall be made monthly, equally amortized over twelve (12) months, with statutory interest accrued thereon, but without any penalties. At the option of the Debtor, any allowed priority claims may be paid on a shortened time schedule from the one (1) year described hereinabove. In the event the Debtor fails to make the payments as set forth hereinabove, the holders of allowed priority claims, if any, shall have the right to proceed with any administrative remedies available to them, thirty (30) business days after written notice of default has been given to the Debtor and its attorneys, Norma Guariglia, Esq. and Sallie B. Armstrong, Esq. The following claimants have filed priority claims:

Creditor	Scheduled Amount	Priority Proof of Claim Amount
New York State Dept. of Taxation & Finance	$141,310.67	$188,308.43
Mass. Dept. of Revenue		$3,134.35
California Franchise Tax Board		$500.31

IV.

CLASSIFICATION OF CLAIMS AND INTERESTS

Pursuant to Section 1122 of the Bankruptcy Code, known claims against the Estate have been divided into the following classifications for purposes of administration and voting on the

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Plan:

A. CLASS 1A ADMINISTRATIVE CONVENIENCE CLAIMS [UNSECURED CLAIMS OF $6,000 OR LESS]: This Class consists of the Debtor's unsecured claims of $6,000 or less for goods, services, loans, extensions of credit, or other debts. The estimated Class 1A administrative convenience claims, calculated as of the Petition Date, are detailed as follows:

Creditor Name	Scheduled Amount	Proof of Claim Amount
Broadridge Financial Solutions		$5,333.00
Charles Schwab & Co.	$711.93	
EFax c/o J2 Cloud Services, LLC	$100.00	
FedEx	$119.65	
Funk, Robert	$3,625.53	
Iron Mountain	$1,271.20	
Mass. Dept. of Revenue		$4,348.61
United Parcel Service	$183.88	
Zayo Group	$2,051.09	

B. CLASS 1B CLAIMS [UNSECURED CLAIMS OF MORE THAN $6,000]: This Class consists of the Debtor's unsecured claims of more than $6,000 for goods, services, loans, extensions of credit, or other debts. The estimated Class 1B Unsecured Claims, calculated as of the Petition Date, are detailed as follows:

Creditor Name	Scheduled Amount	Proof of Claim Amount
City of Philadelphia Dept. of Revenue	$28,466.18	$28,656.45
New York State Dept. of Taxation & Finance		$15,294.54
Putnam, Donald & Grail Partners, LLC	$328,051.57	

C. CLASS 2 SUBORDINATED UNSECURED CLAIM OF SECURITIES & EXCHANGE COMMISSION [CIVIL PENALTY]: This Class consists of the civil penalty portion of the SEC Judgment in the amount of $2,000,000, plus post-judgment interest under 28 U.S.C. § 1961, payable directly to the SEC.

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D. <u>CLASS 3 SUBORDINATED UNSECURED CLAIM OF VIREO INVESTORS [SEC DISGORGEMENT]:</u> This Class consists of the Debtor's former clients who are entitled to the Disgorgement Award who invested in Vireo products that are the subject of the SEC Judgment and who have filed claims for alleged damages arising from those investments.

Creditor Name	**Scheduled Amount**	**Proof of Claim Amount**
Ihns, Pamela & David	$0	$78,642.00

E. <u>CLASS 4 EQUITY INTERESTS OF NAVELLIER & ASSOCIATES, INC.</u>: This Class consists of the equity interests in the Debtor existing on the Petition Date as disclosed in the filed *List of Equity Security Holders*.

V.

<u>TREATMENT OF CLASSES</u>

A. <u>CLASS 1A ADMINISTRASTIVE CONVENIENCE CLAIMS [UNSECURED CLAIMS OF $6,000 OR LESS</u>: The Allowed Class 1A claims each will accrue interest at 5% per annum from the Petition Date until paid in full. For administrative convenience, the Debtor shall pay the allowed Class 1A claims in one lump sum from operating revenues on or before 30 days after the Effective Date of the Plan.

Accordingly, the Class 1A claims are <u>impaired</u> under the Plan.

B. <u>CLASS 1B CLAIMS [UNSECURED CLAIMS OF MORE THAN $6,000]</u>: The Allowed Class 1B unsecured claims of more than $6,000 each will accrue interest at 5% per annum from the Petition Date until paid in full and shall be paid by the Debtor in a lump sum on February 1, 2027.

Accordingly, Class 1B claims are <u>impaired</u> under the Plan.

C. <u>CLASS 2 SUBORDINATED UNSECURED CLAIM OF SECURITIES & EXCHANGE COMMISSION [CIVIL PENALTY]:</u> The allowed Class 2 civil penalty of $2,000,000 payable to the SEC shall accrue interest from the Petition Date until paid in full at the

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rate allowable under 28 U.S.C. § 1961 and shall be paid by the Debtor in quarterly installments of $400,000, starting on April 1, 2027, and continuing in a like sum on the first day of each calendar quarter thereafter until paid in full. The Class 2 allowed claim is subordinated behind general unsecured creditors under 11 U.S.C. § 726(a)(4).

Accordingly, the Class 2 claim is impaired under the Plan.

D. CLASS 3 SUBORDINATED UNSECURED CLAIM OF VIREO INVESTORS [SEC DISGORGEMENT]: The allowed Class 3 Disgorgement Award portion of the SEC Judgment shall accrue interest from the Petition Date until satisfied at the rate allowable under 28 U.S.C. § 1961 and shall be satisfied in full through payments by the Debtor directly to the investors who filed claims for damages arising out of their Vireo investments. Payments to these investors shall be made in quarterly installments of $100,000, prorated among the investors based on their allowed claim amounts, starting on April 1, 2027, and continuing on the first day of each calendar quarter thereafter until allowed investor claims are paid in full. The Class 3 allowed Disgorgement Award claim is subordinated behind general unsecured creditors under 11 U.S.C. § 726(a)(4).

Accordingly, the Class 3 claim is impaired under the Plan.

E. CLASS 4 EQUITY INTERESTS OF NAVELLIER & ASSOCIATES, INC.: The Class 4 equity interests of NAVELLIER & ASSOCIATES, INC. as of the Petition Date shall not be modified, but the Debtor shall not make any economic distributions to equity holders on account of their equity interests in the Debtor unless and until after all allowed higher priority claims are paid or satisfied in full with accrued interest under the terms of the Plan.

Accordingly, the Class 4 equity interests of NAVELLIER & ASSOCIATES, INC. are unimpaired under the Plan.

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VI.

TREATMENT OF EXECUTORY CONTRACTS, NON-EXECUTORY CONTRACTS, UNEXPIRED LEASES AND DISPUTED CLAIMS

RESERVATION OF RIGHTS. The Debtor reserves the right to assume or reject, pursuant to Section 365 of the Bankruptcy Code, any executory contract or unexpired lease not assumed or rejected prior to the Effective Date. All executory contracts and unexpired leases not specifically assumed or rejected through the Plan as of the Effective Date or as to which an application to reject shall not be pending on the Effective Date shall be deemed rejected by the Debtor.

DISPUTED CLAIMS. The Debtor (either directly or through its disbursing agent) will only make distributions according to the Plan and when claims become allowed claims. There are currently claims pending against the Debtor, either filed or scheduled, which are or will become Disputed Claims. As to some Disputed Claims, the Debtor disputes only the classification of the claims asserted by the holder. With respect to other Disputed Claims, the Debtor accepts the classification asserted by the holder but disputes the amount of the claim alleged by such holder. In some cases, the Debtor disputes both the asserted classification and the alleged amount. In addition, the Debtor and other parties in interest may object to certain other claims based upon equitable or contractual subordination pursuant to Section 510 of the Bankruptcy Code. Specifically, such subordination claims may be asserted against any person or entity buying claim(s) for speculation and profit in Debtor's bankruptcy case. No distribution will be made with respect to any such Disputed Claims unless and until they become allowed claims.

A. Administrative Claims. All requests for payment of Administrative Claims (other than Administrative Claims that are not disputed and as to which there exists no dispute that they were incurred in the ordinary course of business) that accrued prior to the Effective Date must be filed with the Bankruptcy Court and served on the Debtor no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to file requests for payment by the Administrative Claims Bar Date but fail to timely do so shall be forever barred, estopped

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and enjoined from asserting such Administrative Claims against the Debtor or the Reorganized Debtor.

B. **Claims Objections**. Objections to Claims (other than Administrative Claims) shall be filed with the Court and served upon the holders of such Claims no later than one-hundred-eighty (180) days after the Effective Date.

C. **Payment Procedures.** Payments to the holder of a Disputed Claim (other than an Administrative Claim) that ultimately becomes an Allowed Claim shall be made in accordance with the provision of the Plan with respect to the Class of Creditors to which the holder of such an Allowed Claim belongs. Interest, if any, on any funds reserved for such Disputed Claim shall inure to the benefit of the holder of such Allowed Claim.

D. **Avoidance Actions.** In accordance with 11 U.S.C. § 1123(b), the Debtor and Reorganized Debtor shall retain and may enforce any claims, rights, and causes of action that the Debtor or its bankruptcy estate may hold against any Person or entity arising under Sections 542, 543, 544, 547, 548, 550, or 553 of the Bankruptcy Code. To the extent appropriate, the Debtor and Reorganized Debtor shall reserve and have the right to bring any and all avoidance actions, the same to be commenced within one (1) year after the Effective Date. Proceeds of all avoidance actions shall vest in the Reorganized Debtor pursuant to 11 U.S.C. § 1141.

E. **Litigation Claims.** In accordance with 11 U.S.C. § 1123(b), the Debtor and Reorganized Debtor shall retain all other claims, rights, and causes of action that the Debtor or its bankruptcy estate may hold against any other Person or entity (i.e., other than claims and causes of action arising under Sections 542, 543, 544, 547, 548, 550, or 553 of the Bankruptcy Code) not previously released, waived or settled. To the extent appropriate, the Debtor and Reorganized Debtor shall reserve and have the right to commence any and all actions on contingent and unliquidated litigation claims within one (1) year of the Effective Date and proceeds of all litigation claims shall vest in the Reorganized Debtor pursuant to 11 U.S.C. § 1141. The Debtor and Reorganized Debtor expressly reserve the right to pursue any such litigation claims and other related claims against these parties and any of their predecessors, successors, and assigns, and

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also their insurance providers, sureties, and guarantors.

VII.

STATEMENT OF IMPAIRMENT

The following classes are impaired and therefore entitled to vote for the Plan—Class 1A, Class 1B, Class 2, and Class 3. Class 4 is unimpaired, does not vote, and pursuant to the Bankruptcy Code is deemed to have accepted the Plan.

VIII.

MEANS FOR EXECUTION OF THE PLAN

A. Proposed Plan Funding

The Debtor intends to fund its obligations under the Plan from ongoing business operating revenues. As shown on the monthly operating reports filed to date, the Debtor earned net profits of $1,189,008 during the 8-month period from the Petition Date until April 30, 2026. The Debtor expects to continue earning similar net profits in the future to be able to fund its required Plan payments.

The Debtor will provide any updated proforma prior to or in connection with the Plan confirmation hearing.

B. Post-Confirmation Default

In the event the Debtor becomes delinquent in any duty or obligation under the Plan, the affected creditor or creditors may provide written notice of such default to the Debtor and its counsel. The Debtor shall thereafter have thirty (30) business days from receipt of said notice in which to cure the default. In the event such default remains uncured, the affected creditor or creditors shall be entitled to foreclose upon any collateral (if a secured creditor) or take other appropriate action. The Debtor shall have the right to bring the issue of default before the Bankruptcy Court. At any hearing, the Bankruptcy Court may consider the reason for the default and the ability of the Debtor to cure the default in a reasonable period of time. The Bankruptcy Court may also consider conversion of the case to one under Chapter 7 of the Bankruptcy Code or dismissal of the same is in the best interest of creditors.

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C. Professionals' Fees

After the Effective Date of the Plan, the Debtor, and any Debtor's Professionals, such as Debtor's general bankruptcy counsel, any special purpose counsel, or accountants, will not be required to apply to the Court for compensation for services rendered post-Effective Date. Post-Effective Date compensation of the Debtor's Professionals shall be at their normal hourly rate(s) and customary cost charges.

D. Distribution

All cash proceeds shall be distributed in the foregoing manner except amounts necessary to pay disputed claims against the Debtor in the event they are allowed, which shall be held as a reserve and paid as such claims are determined by agreement between the parties or as are judicially determined.

E. Taxes

Unless otherwise provided in the Plan, all taxes are current and there are no income tax liens on real or personal property owned by the Debtor. The Debtor is not aware of any material tax consequences from the proposed Plan that would affect it as it is taxed as an S-Corp. All tax benefits and liabilities flow through to the Debtor's equity holder. In accordance with 11 U.S.C. § 1146(a), any transfers or sales of the Debtor's property by the Debtor as a result of the Plan may not be taxed under any law imposing a stamp tax or similar tax, including real property transfer taxes.

F. General Risk Factors

The Plan and its implementation are subject to certain risks, including that the Plan may not be accepted by the requisite number of Creditors to confirm the Plan. Even if the Plan receives the requisite acceptances, there is no assurance that the Bankruptcy Court, which may exercise substantial discretion as a court of equity, will confirm the Plan. Even if the Bankruptcy Court determined that the Plan and the balloting procedures and results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation had not been met. Moreover, the Debtor cannot provide assurances that modifications to the Plan will not be required for Confirmation or that such modifications

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would not necessitate the re-solicitation of votes. If the Plan is not confirmed, it is unclear what distributions Holders of Claims or Interests ultimately would receive with respect to their Claims or Interests in a subsequent plan.

If the Plan is not confirmed, the Debtor will need to revise the Plan and it is unclear whether an alternative chapter 11 plan could be implemented and what distribution the holders of Allowed Claims and Interests would receive. If Debtor is unable to propose a feasible alternative plan, it is possible that the Debtor would have to liquidate its assets in chapter 7. In a chapter 7 liquidation, it is likely that the holders of Allowed Claims would receive substantially less favorable treatment than they would receive under the Plan, and Interest Holders would likely receive nothing.

Debtor's financial projections are estimates only and not promises of future performance. The financial projections are subject to common risk factors existing for any forward-looking projections, meaning that the projections are based on current known market conditions and assumptions. Any significant changes in the national economy or other outside factors could materially affect the financial projections for better or worse. There can be no assurances that the estimated proceeds on which future distributions have been projected in the Plan will be realized by the Debtor. There can also be no assurances that the estimated Claim amounts set forth in the Plan for unliquidated, contingent, or disputed Claims are correct. The estimated amounts are based on certain assumptions and facts believed by the Debtor with respect to a variety of factors that have not yet been adjudicated by any court. Both the actual amount of Allowed Claims in a particular Class and the Allowed amount of funds available for distribution to such Class may differ from the estimates in the Plan. If the total amount of Allowed Claims or Interests in a Class is higher than the estimates, such Claims or Interests may take longer to pay or may ultimately receive less than projected in the Plan.

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IX.

MISCELLANEOUS PROVISIONS

A. The Disbursing Agent.

The Debtor is ultimately responsible for making all distributions pursuant to the Plan.

B. Unclaimed Distributions.

Any property to be distributed pursuant to the Plan, if not claimed by the distributee within one (1) year after the payment, shall be returned to the Debtor and forfeited by the distributee.

C. Effect of Confirmation.

Upon Confirmation and performance of the Plan, the Debtor shall be discharged from any debt that arose before the date of Confirmation, and any debt of a kind specified in Sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, to the fullest extent permitted by 11 U.S.C. § 1141(d). In addition, pending execution of the Plan, and unless the Court has otherwise expressly ordered or the Plan otherwise expressly provides, all creditors and parties in interest shall be stayed from proceeding against the Debtor's assets including stay of default proceedings.

D. Exculpation.

The Debtor, nor any of its respective members, managers, officers, directors, employees, representatives, professionals or agents, will have or incur any liability to any Creditor for any act or omission occurring between the Petition Date and the Effective Date in connection with or arising out of the Reorganization Case, including, without limitation, prosecuting Confirmation of the Plan, consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for breach of fiduciary duty, gross negligence, willful misconduct, or fraud. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release any post-Effective Date duty, obligation or liability under the Plan.

E. Notice.

Any notice described in or required by the terms of this Plan, or the Code and Rules shall be deemed to have been properly given when actually received or if mailed, five (5) days after

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the date of mailing, if such shall have been sent by certified mail, return receipt requested, and if sent to:

The Debtor, addressed to:

HARRIS LAW PRACTICE LLC
NORMA GUARIGLIA, ESQ.
850 E. Patriot Blvd., Suite F
Reno, Nevada 89511

McDONALD CARANO LLP
SALLIE B. ARMSTRONG, ESQ.
100 W. Liberty Street, 10th Floor
Reno, NV 89501

F. Headings.

The headings used herein are inserted for convenience only and neither constitute a portion of the Plan nor in any manner affect the construction of the provisions of the Plan.

G. Severability.

Should any provision of this Plan be determined to be unenforceable following the Effective Date, such determination shall in no way limit or affect the enforceability of any and all other provisions of this Plan.

H. Governing Law.

Except to the extent that the Bankruptcy Code or other applicable federal law is applicable, the rights, duties and obligations arising under this Plan shall be governed by and construed in accordance with the laws of the State of Nevada, notwithstanding any conflict of law principles.

I. Successors or Assigns.

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

J. Designation of Managers and Governance Issues.

The Debtor's operations will be managed post Confirmation by its existing President, Director, and Chief Investment Officer, Louis Navellier, according to the Debtor's prepetition corporate governance documents, as may be amended in the ordinary course by the Debtor's existing shareholder(s). Debtor will not compensate Mr. Navellier with a salary, but will reimburse him for expenses incurred in his business functions and pay directly to the Internal Revenue Service any income tax liability that may flow through to Mr. Navellier on account of the Debtor's net income. Mr. Navellier will also employ other business professionals in the ordinary course of business to assist in the management of the Debtor in the ordinary course of business, as needed, and will compensate those professionals under customary terms in the industry.

K. Post Confirmation Reporting and Payment of UST Fees.

Post Confirmation, the Reorganized Debtor shall continue filing monthly operating reports through the Effective Date. After the Effective Date, the Reorganized Debtor and any other authorized parties who have been charged with administering the confirmed plan shall file post Confirmation reports in the manner prescribed by 11 U.S.C. § 1106(a)(7) and Fed. R. Bankr. P. 2015(a)(5) for every calendar quarter through the date the Court enters a final decree closing this case, an order dismissing the case, or an order converting the case to another chapter in bankruptcy.

Until the Effective Date, the Debtor shall timely pay the US Trustee the appropriate sums required pursuant to 28 U.S.C. § 1930(a)(6). After the Effective Date, the Reorganized Debtor and any other authorized parties who have been charged with administering the confirmed Plan shall be responsible for the timely payment of all fees incurred after the Effective Date pursuant to 28 U.S.C. § 1930(a)(6) until the Court enters a final decree closing the case, an order dismissing the case, or an order converting the case to another chapter in bankruptcy.

The resumption of the filing of post Confirmation reports and the payment of fees shall occur if an order has been entered on the docket that vacates any of the above orders or reopens the case for a reason other than that which is purely administrative.

X.

MODIFICATION OF THE PLAN

The Debtor will have the right to modify this Plan in accordance with the provisions of

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the Bankruptcy Code. In this regard:

1. In accordance with Section 1127(a) of the Bankruptcy Code and, modification(s) of this Plan may be proposed in writing by the Debtor at any time(s) before Confirmation, provided that the Plan, as thus modified, meets the requirements of Sections 1122 and 1123 of the Bankruptcy Code, and the Debtor complies with Section 1125 of the Bankruptcy Code.

2. In accordance with Section 1127(b) of the Bankruptcy Code, this Plan also may be modified by the Debtor at any time(s) after Confirmation and before substantial consummation of this Plan, provided that the Plan, as thus modified, meets the requirements of Sections 1122 and 1123 of the Bankruptcy Code as more fully set forth in Section 1127.

3. Any holder(s) of a claim that has accepted or rejected the Plan will be deemed to have accepted or rejected, as the case may be, the Plan as modified unless, within the time fixed by the Court for doing so, such holder(s) changes their previous acceptance(s) or rejection(s).

4. Every modification of this Plan will supersede the previous version(s) of the Plan as and whenever each such modification is effective as provided in this Article X. When superseded, the previous version(s) of the Plan will be in the nature of withdrawn or rejected settlement proposal(s), and will be null, void, and unusable by the Debtor or any other party for any purpose(s) whatsoever with respect to any of the contents of such version(s) of the Plan.

XI.

DISCHARGE AND STAY CONTINUATION

Confirmation and performance of this Plan will discharge the Debtor from any and all debts to the extent provided under Section 1141(d) of the Bankruptcy Code and will otherwise have all effects provided in such 11 U.S.C. § 1141, which are not expressly inconsistent with the provisions of this Plan. Pending execution of this Plan and unless: (a) the Court has otherwise expressly ordered; or (b) this Plan otherwise expressly provides, all creditors will continue to be stayed from proceeding against the Debtor or its assets.

Post Confirmation Injunction

No entity may commence or continue any action or proceeding, or perform any act: (i) to interfere with implementation and consummation of the Plan and the payments to be made

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thereunder; or (ii) or assert any claim, counterclaim, crossclaim, affirmative defense, defense, set off, recoupment, or any action of any kind or nature (collectively "Potential Actions") against Debtor, or any of its successors or assigns, except as necessary to adjudicate the Allowance of Claims filed.

Except as otherwise provided herein, Confirmation of the Plan shall constitute a permanent injunction against and irrevocable release of any and all Potential Actions.

XII.

RETENTION OF JURISDICTION

Notwithstanding Confirmation of this Plan, the Court will retain jurisdiction for the following purposes, and each of them:

1. The Court will retain jurisdiction to determine the allowability and payment of any claim(s) upon any objection(s) thereto (or other appropriate proceedings) by the Debtor or by any other party in interest entitled to proceed in that matter. As part of such retained jurisdiction, the Court will continue to determine the allowability of Administrative Claims and any request(s) for payment(s) thereof, including professional fees and costs which are Administrative Claims.

2. The Court will retain jurisdiction to determine any dispute(s) which may arise regarding the interpretation of any provision(s) of this Plan.

3. The Court will retain jurisdiction to facilitate the consummation of this Plan by entering, consistent with the provisions of this Plan, any further necessary or appropriate order(s) regarding the enforcement of this Plan and any provision(s) thereof.

4. This Court will retain jurisdiction to adjudicate any cause(s) of action or other proceeding(s) presently pending or otherwise referenced here or elsewhere in this Plan, including, but not limited to, the adjudication of any and all "core proceedings" under 28 U.S.C. § 157(b), which may be pertinent to this Reorganization Case, and which the Debtor may deem it appropriate to initiate and prosecute in aid of its reorganization.

5. The Court will retain jurisdiction to enter an appropriate final decree in this Reorganization Case.

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6. The Court will retain jurisdiction to enter an appropriate final decree, and any interim order(s), in any adversary proceeding(s) which may be initiated during this Chapter 11 proceeding.

XIII.

FEASIBILITY OF PLAN

The Debtor believes that the Plan is feasible based on the Debtor's ongoing business revenues, which are expected to provide sufficient funding to make payments under the Plan.

XIV.

LIQUIDATION ANALYSIS

The Debtor is proposing a Plan based on continued business operations.

The Plan must provide that a nonconsenting impaired claimant or interest holder of a consenting class receive at least as much as would be available had the debtor filed a Chapter 7 petition instead.

In a Chapter 7 liquidation case, the general rule is that the Debtor's assets are sold by a trustee. Unsecured creditors share in the proceeds of sale only after secured creditors and administrative claimants are paid. Certain unsecured creditors get paid before other unsecured creditors do. Unsecured creditors with the same priority share in proportion to the amount of their allowed claim in relationship to the total amount of allowed claims. In the present case, a creditor would recover less from the assets of the bankruptcy estates under Chapter 7 than it would under Chapter 11. First, the Debtor's Plan proposes to pay all allowed unsecured creditors in full, with post-petition interest, which is not guaranteed in a Chapter 7 case. Second, in a Chapter 7 case a trustee is appointed and is entitled to compensation from the bankruptcy estate in an amount no more than 25% of the first $5,000 of all money disbursed, 10% on any amount over $5,000 but less than $1,000,000, 5% on all amounts over $1,000,000 but less than $3,000,000, and reasonable compensation not to exceed 3% on any amount over $3,000,000, thus diminishing monies available for payment to unsecured creditors.

Debtor's Plan proposes 100% payment of allowed unsecured claims, with post-petition

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interest until paid. The Debtor estimates that its allowed creditors will receive more through the Plan than in a chapter 7 liquidation because the net liquidation value of the Debtor's assets in a "fire sale" is less than $2,000,000, and the Debtor is paying more than $2,000,000 in total claims through its Plan. Moreover, a chapter 7 trustee's compensation would also potentially reduce distributions to unsecured creditors.

XV.

DISCLOSURE STATEMENT

When the Debtor solicits the requisite acceptance(s) of this Plan, it will be accompanied by a Disclosure Statement that will have been approved by the Court, as amended, modified, or supplemented prior to such solicitation. The Debtor requests that all parties whose acceptance(s) of this Plan are solicited should direct their attention to the Disclosure Statement.

XVI.

CONFIRMATION REQUEST

The Debtor requests that the Court confirm the Plan in accordance with the provisions of Section 1129(a) and/or Section 1129(b) of the Code.

Respectfully submitted June 5, 2026.

HARRIS LAW PRACTICE LLC

/s/ Norma Guariglia
NORMA GUARIGLIA

McDONALD CARANO LLP

/s/ Sallie B. Armstrong
SALLIE B. ARMSTRONG

Counsel for Debtor

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CERTIFICATE OF SERVICE

On June 5, 2026, the foregoing document was served via ECF automated system to all parties registered with ECF in this case on the date and time I filed the document with the Court's ECF system.

I declare under penalty of perjury that the foregoing is true and correct.

Dated June 5, 2026.

/s/ Norma Guariglia

____

Norma Guariglia

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