

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

IN RE:

CHRIS PETTIT & ASSOCIATES, P.C.

CHRISTOPHER JOHN PETTIT

Jointly Administered Debtors.¹

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CASE NO. 22-50591-CAG

CASE NO. 22-50592-CAG

**CHAPTER 11 PROCEEDINGS
(Jointly Administered Under
Case No. 22-50591-CAG)**

**CHAPTER 11 TRUSTEE’S FIRST AMENDED LIQUIDATING PLAN
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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CHAPTER 11 TRUSTEE**

Dated: November 15, 2024

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s Social Security Number or Federal Tax Identification Number, as applicable, are: Chris Pettit & Associates, P.C. (1267), and Christopher John Pettit (9429).

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INTRODUCTION

Chris Pettit & Associates, P.C. (“CP&A”) and Christopher John Pettit (“Pettit,” and together with CP&A, the “Debtors”) in the above-captioned chapter 11 cases (the “Cases”), filed their voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) on June 1, 2020 (the “Petition Date”). On June 22, 2022, the United States Bankruptcy Court for the Western District of Texas, San Antonio Division (the “Bankruptcy Court”) approved the appointment of Eric Terry as chapter 11 trustee (the “Chapter 11 Trustee”). The Trustee hereby proposes his *Plan of Liquidation Under Chapter 11 of the Bankruptcy Code* (the “Plan”) for the resolution of the outstanding claims against and interests in the Debtors through two liquidating trusts, one related to each Debtor’s estate. Vesting the Estates’ property in the liquidating trusts will reduce administrative costs and burdens related to being in pending chapter 11 bankruptcy cases.

A liquidating trustee will be appointed over each liquidating trust and the liquidating trustees will be responsible for administering all claims against the Debtors and liquidating all remaining assets of the estates, including reserved causes of action and other assets, each as further described herein. Capitalized terms used herein shall have the meanings ascribed to such terms in ARTICLE I.

Under section 1125(b) of the Bankruptcy Code, a vote to accept or reject the Plan cannot be solicited until such time as a disclosure statement has been approved by the Bankruptcy Court. As of the filing of this Plan, the Bankruptcy Court has indicated its approval of the Trustee’s *Disclosure Statement for Chapter 11 Trustee’s Liquidating Plan Under Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”). The Disclosure Statement contains, among other things, a discussion of the Debtors’ history, remaining assets including causes of action, projections or range of projected recoveries for parties-in-interest, risk factors, a summary and analysis of the Plan, and certain related matters.

ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THE PLAN AND DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

Subject to the terms of this Plan and certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Trustee expressly reserves his right to alter, amend, modify, revoke or withdraw the Plan, one or more times, prior to its substantial consummation.

ARTICLE I

DEFINED TERMS AND RULES OF INTERPRETATION

A. Definitions.

For purposes of this Plan, except as otherwise provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meaning set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or Bankruptcy

Rules, will have the meaning given to the term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1.1 “Administrative Claim” means a Claim for costs and expenses of administration of the Cases pursuant to sections 327, 328, 330, 331, 363, 365, 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation, (a) any actual and necessary costs and expenses, incurred after the Petition Date, of preserving the Estate, (b) Fee Claims, (c) all fees and charges assessed against the Estate under title 28 of the United States Code to the extent not already paid or satisfied under the terms of the Plan, and (d) all other Claims asserted under title 28 of the United States Code.

1.2 “Administrative Claim Bar Date” means the deadline forty-five (45) days after the Effective Date by which holders of asserted Administrative Claims, other than Fee Claims, claims for U.S. Trustee fees under 28 U.S.C. § 1930, Administrative Tax Claims and administrative ordinary course liabilities, shall file with the Bankruptcy Court a request for the allowance and payment of such Administrative Claim or forever be barred from doing so.

1.3 “Administrative Tax Claim” means a Claim by a Governmental Unit for taxes (and for interest or penalties related to such taxes) for any tax year or period, all or a portion of which occurs or falls within the period from and including the Petition Date through and including the Effective Date.

1.4 “Affiliate” has the meaning given such term by section 101(2) of the Bankruptcy Code.

1.5 “Allowed” when used with respect to all or any part of a Claim or Interest, means:

(a) if no proof of claim has been timely filed, such amount of the Claim or group of Claims which has been Scheduled by the Debtors as liquidated in amount and not disputed or contingent and as to which no party in interest has filed an Objection before the Claims Objection Deadline or such other time fixed by the Bankruptcy Court, and which Claim is not disallowed under section 502(d) or (e) of the Bankruptcy Code;

(b) if a proof of claim has been filed by the Claims Bar Date, or is deemed timely filed by the Bankruptcy Court pursuant to Final Order, such amount of the Claim as to which any party in interest has not filed an Objection before the Claims Objection Deadline or such other time fixed by the Bankruptcy Court and which Claim is not Disallowed under section 502(d) or (e) of the Bankruptcy Code;

(c) that has been allowed by a Final Order of the Bankruptcy Court; or

(d) that is expressly allowed in a liquidated amount in this Plan.

1.6 “Asset” or “Assets” means all assets of the Debtors’ Estates as of the Effective Date, including “property of the estate” as described in section 541 of the Bankruptcy Code.

1.7 “Avoidance Actions” means Causes of Action arising under sections 502, 510, 541, 542, 543, 544, 545, 547 through and including 553 of the Bankruptcy Code, or under similar

or related state or federal statutes and common law, including fraudulent transfer laws, whether or not litigation is commenced to prosecute such Causes of Action, and which may be recovered pursuant to section 550 of the Bankruptcy Code.

1.8 “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., including all amendments thereto, to the extent such amendments are applicable to the Cases.

1.9 “Bankruptcy Court” or “Court” means the United States Bankruptcy Court for the Western District of Texas, San Antonio Division.

1.10 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended and applicable to the Case.

1.11 “Ballot” means the formal ballot included in the solicitation packets and disseminated with the Disclosure Statement to holders of Impaired Claims entitled to vote on the Plan.

1.12 “Business Day” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

1.13 “Cases” means the bankruptcy cases under chapter 11 of the Bankruptcy Code, pending in the Bankruptcy Court and jointly administered under Case No. 22-50591.

1.14 “Cash” means cash or cash equivalents including, but not limited to, bank deposits, checks, or other similar items.

1.15 “Causes of Action” means any action, proceeding, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including, without limitation, under alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law, including (a) any right of setoff, cross-claim, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to sections 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any claims under any state or foreign law, including, without limitation, any fraudulent transfer or similar claims; (f) any Avoidance Actions; and (g) . Unless released by a Prior Order or under this Plan, all such Causes of Action will be reserved under the Plan and vested in the Liquidating Trust.

1.16 “Claim” or “Claims” means a claim against the Debtors, whether or not asserted, as defined in section 101(5) of the Bankruptcy Code.

1.17 “Claims Bar Date” means the general deadline of October 5, 2022, for filing proofs of claim unless otherwise shortened or extended by a Final Order of the Bankruptcy Court and the deadline for Governmental Units of November 28, 2022.

1.18 “Claims Objection Deadline” means the first Business Day that is after one year from the Effective Date of the Plan. With respect to Late Filed Claims filed after the Claims Objection Deadline or Rejection Claims filed after the Effective Date, the Claims Objection Deadline means the later of (i) the one year after the Effective Date of the Plan; (ii) the first Business Day that is at least 60 days after the filing of the Rejection Claim; or (iii) 60 days after the entry of a Final Order deeming a Late Filed Claim to be timely.

1.19 “Claimant” means the holder of a Claim.

1.20 “Class” when referring to a Claim means a category of holders of Claims or Interests as described in ARTICLE III of this Plan.

1.21 “Collateral” means any Asset subject to a valid and enforceable Lien to secure payment of a Claim, including any right of offset asserted against any Asset.

1.22 “Committee” means the statutory committee of unsecured creditors appointed pursuant to section 1102(a) of the Bankruptcy Code in the Cases, as amended from time to time.

1.23 “Confirmation Date” means the date upon which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

1.24 “Confirmation Hearing” means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

1.25 “Confirmation Order” means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

1.26 “Counsel Financial Secured Claim” means the Secured Claims held by Counsel Financial II LLC and Counsel Financial Holdings LLC pursuant to the terms of the Counsel Financial Settlement Order.

1.27 “CP&A Asset” or “CP&A Assets” means all assets of the CP&A Estate as of the Effective Date, including “property of the estate” as described in section 541 of the Bankruptcy Code.

1.28 “CP&A Estate” means the chapter 11 estate of CP&A.

1.29 “CP&A Trust Assets” means the Assets conveyed to the Liquidating CP&A Trust, pursuant to Section 8.2 of the Plan, as of the Effective Date, and defined in the Liquidating CP&A Trust Agreement.

1.30 “Creditor” has the meaning given such term in section 101(10) of the Bankruptcy Code.

1.31 “Cure Amount” or “Cure Claim” with respect to the assumption or assumption and assignment of an Executory Contract or Unexpired Lease, means the amount equal to all unpaid monetary obligations required to be paid as a condition to the assumption of such agreement pursuant to the provisions of section 365 of the Bankruptcy Code, without interest, or such other amount as may be agreed upon by the parties under such Executory Contract or Unexpired Lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable bankruptcy law.

1.32 “Debtors” means Christopher John Pettit and Chris Pettit & Associates, P.C.

1.33 “Deficiency Claim” means the undersecured portion of a Secured Claim, if any, which constitutes a General Unsecured Claim pursuant to section 506(a) of the Bankruptcy Code.

1.34 “Disallowed” when used with respect to all or any part of a Claim or Interest, means, that portion of the Claim that (a) has been disallowed by a Final Order or pursuant to a settlement, or (b)(i) is Scheduled at zero or as contingent, disputed, or unliquidated and (ii) as to which a Claims Bar Date has been established but no proof of claim 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.

1.35 “Disclosure Statement” means the written statement, as amended, supplemented, or modified from time to time, describing the Plan that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code and Bankruptcy Rule 3018.

1.36 “Disputed Claim” means a Claim, or any portion thereof, that is neither an Allowed Claim nor a Disallowed Claim, and includes, without limitation, any Claim (a) that is listed in the Schedules of the Debtor as disputed, contingent, or unliquidated and as to which no proof of claim has been filed; (b) that is listed in the Schedules of the Debtor as undisputed, liquidated, and not contingent and as to which a proof of claim has been filed with the Bankruptcy Court, to the extent the proof of claim amount exceeds the Scheduled amount or asserts a different priority of payment from that reflected in the Schedules; (c) that is not listed in the Schedules of the Debtors, but as to which a proof of claim has been filed with the Bankruptcy Court; (d) as to which an Objection has been or may be timely filed and which Claim has not been Allowed by a Final Order; or (e) for which the proof of claim is filed after the Claims Bar Date.

1.37 “Distribution” or “Distributions” means a payment by the Liquidating Trustees in full or partial satisfaction of an Allowed Claim and the obligations imposed under this Plan.

1.38 “Effective Date” means the first Business Day which is at least five (5) days after the Confirmation Order is entered and upon which all conditions to the effectiveness of the Plan set forth in ARTICLE XIII below are satisfied or waived in accordance with this Plan.

1.39 “Entity” has the meaning given such term in section 101(15) of the Bankruptcy Code.

1.40 “Enjoined Parties” means (i) all Entities who have held, hold, or may hold Claims against or Equity Interests in the Debtors (whether or not proof of such Claims or Equity Interests has been filed and whether or not such Entities vote in favor of, against or abstain from voting on

the Plan or are presumed to have accepted or deemed to have rejected the Plan), (ii) any Entity that has appeared and/or filed any motion, objection, or other pleading in these Cases regardless of the capacity in which such Entity appeared and any other party in interest, and (iii) the Related Parties of each of the foregoing. Notwithstanding the foregoing, the definition of “Enjoined Parties” excludes the United States Trustee.

1.41 “Estates” means the bankruptcy estates of the Debtors as created under section 541 of the Bankruptcy Code.

1.42 “Estate Defenses” means any defense or affirmative defense available to the Chapter 11 Trustee, the Debtors or their Estates, including without limitation the assertion of any Causes of Action as offsets or counterclaims and any right of offsets or recoupments, or any other basis for Objection to a Claim, whether legal or equitable. The Liquidating Trustees shall have standing to and shall otherwise be entitled to assert any and all Estate Defenses after the Effective Date.

1.43 “Exculpated Parties” means, collectively, and in each case in their capacities as such solely during the Cases: (a) the Trustee, (b) the Committee, and (c) members of the Committee (in their official capacities); *provided, however*, that each such Person shall only be exculpated as specifically set forth in Article VII of the Plan.

1.44 “Executing Plaintiff” means the Persons listed on the respective Exhibit to the Plan Supplement (which lists those Persons who have executed an agreement or other document with the Trustee assigning a interest in such Person’s causes of action or the proceeds of such Person’s causes of action against any Financial Institution or other interest in a cause of action or its proceeds to the Estates), as may be amended or supplemented by the Trustee on or before the Effective Date, plus those Persons that executed a written agreement with the Liquidating Trustees on or after the Effective Date assigning all or a portion of the Person’s interest in such Person’s causes of action or the proceeds of such Person’s causes of action against any Financial Institution or other interest in a cause of action or its proceeds to one of the Liquidating Trusts.

1.45 “Executing Plaintiff Agreement” means a settlement agreement, assignment agreement, or such other document executed by an Executing Plaintiff and the Trustee or the Liquidating Trustees as applicable, including the settlement agreement the Bankruptcy Court approved in the Executing Plaintiff Settlement Order.

1.46 “Executing Plaintiff Settlement Order” Means the Order Granting Motion under Bankruptcy Rule 9019 to Approve Compromise and Settlement among Executing Plaintiffs and Eric Terry, Chapter 11 Trustee for the Bankruptcy Estates of Christopher John Pettit and Chris Pettit & Associates, P.C. (ECF No. 1341), the Bankruptcy Court entered on April 18, 2024.

1.47 “Executory Contract” means an agreement where both parties have additional performance obligations which if unperformed would result in a breach of the agreement, as applicable under section 365 of the Bankruptcy Code.

1.48 “Exhibit” means an exhibit annexed to either the Plan, Plan Supplement, or as an appendix to the Disclosure Statement.

1.49 “Fee Claim” means a Claim under sections 328, 330(a), 331, 503, or 1103 of the Bankruptcy Code for compensation of a Professional for services rendered or expenses incurred in the Cases on or prior to the Effective Date.

1.50 “Final Order” means an order, decree, or judgment of the Bankruptcy Court or another court of competent jurisdiction, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order, decree, or judgment (or any revision, modification, or amendment thereof), the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing has been taken or is pending.

1.51 “Financial Institution” means Frost Bank, Texas Partners Bank or Texas Partners Bank d/b/a The Bank of San Antonio, Wells Fargo Bank, N.A., Wells Fargo National Bank West, or Winter Park National Bank.

1.52 “General Unsecured Claim” means any Claim, other than an Administrative Claim, Fee Claim, Priority Tax Claim, Priority Non-Tax Claim, Counsel Financial Secured Claim, Secured Tax Claim, Other Secured Claim, Creditor Plaintiff Related Claim, or Subordinated Claim, that is not entitled to priority under the Bankruptcy Code or any Final Order of the Bankruptcy Court but which shall include, among others, any Deficiency Claims (if any), and Claims based on guarantee agreements or for indemnification.

1.53 “Governmental Unit” means a “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

1.54 “Impaired” means, when used in reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.55 “Insider” means an “insider” as defined under section 101(31) of the Bankruptcy Code or applicable case law, whether existing at the time of Confirmation or any time thereafter. When describing a Claim, such term shall mean a Claim held or otherwise asserted by an Insider.

1.56 “Insurance Contract” means all insurance policies that have been issued at any time to or provide coverage to the Debtors and all agreements, documents, or instruments relating thereto.

1.57 “Insurer” means any company or other Person that issued an Insurance Contract, including with respect to any respective predecessors and/or affiliates of the Debtors.

1.58 “Interest” means the right of any current or former holder or owner of any equity security (as defined in section 101(16) of the Bankruptcy Code) of a Debtor, including all shares, common stock, preferred stock, a limited liability company or other membership or partnership interest or unit, or other instrument evidencing any fixed or contingent ownership interest in any Debtor, including any option, warrant, or other right, contractual or otherwise, to acquire any ownership interest in a Debtor, or any right to payment or compensation based upon any such interest, whether or not such interest is owned by the holder of such right to payment or compensation whether or not transferable and whether fully vested or vesting in the future, that existed immediately before the Effective Date.

1.59 “**IRS**” means the Internal Revenue Service of the United States of America.

1.60 “**Late Filed Claims**” mean any Claim filed after the Claims Bar Date with the express authorization of the Bankruptcy Court.

1.61 “**Lien**” has the meaning set forth in section 101(37) of the Bankruptcy Code, and, with respect to any Asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such Asset.

1.62 “**Liquidating CP&A Trust**” or the “**CP&A Trust**” means the trust described in ARTICLE VIII of this Plan for administration of the CP&A Trust Assets and as set forth in the Liquidating Trust Agreement.

1.63 “**Liquidating CP&A Trust Agreement**” means the certain liquidating trust agreement for the Liquidating CP&A Trust, which will be filed as a Plan Supplement, that is to govern the administration of the Liquidating CP&A Trust, including the rights and duties of the Liquidating CP&A Trustee.

1.64 “**Liquidating CP&A Trustee**” means Eric Terry, solely in his capacity as the trustee of the Liquidating CP&A Trust.

1.65 “**Liquidating Pettit Trust**” or the “**Pettit Trust**” means the trust described in ARTICLE VIII of this Plan for administration of the Pettit Trust Assets and as set forth in the Liquidating Trust Agreement.

1.66 “**Liquidating Pettit Trust Agreement**” means the certain liquidating trust agreement for the Liquidating Pettit Trust, which will be filed as a Plan Supplement, that is to govern the administration of the Liquidating Pettit Trust, including the rights and duties of the Liquidating Pettit Trustee.

1.67 “**Liquidating Pettit Trustee**” means Eric Terry, solely in his capacity as the trustee of the Liquidating Pettit Trust.

1.68 “**Liquidating Trust**” or the “**Liquidating Trusts**” means together, the Liquidating CP&A Trust and the Liquidating Pettit Trust.

1.69 “**Liquidating Trust Agreements**” and “**Liquidating Trust Agreement**” means together, the Liquidating CP&A Trust Agreement and the Liquidating Pettit Trust Agreement.

1.70 “**Liquidating Trust Assets**” means, together, the CP&A Trust Assets and the Pettit Trust Assets.

1.71 “**Liquidating Trustee**” or “**Liquidating Trustees**” means together, the Liquidating Pettit Trustee and the Liquidating CP&A Trustee.

1.72 “**Objection**” includes (a) an objection to the allowance of a Claim interposed by any party entitled to do so within the applicable period of limitation fixed by the Plan, the

Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, and (b) as to any Governmental Unit, shall include a proceeding commenced under section 505 of the Bankruptcy Code to determine the legality or amount of any tax.

1.73 “Other Secured Claims” means Claims against a Debtor, other than the Counsel Financial Secured Claim and the Secured Tax Claims that are (i) secured by a Lien on property in which a Debtor has an interest, which Lien is valid, perfected and enforceable under applicable law or by reason of a Final Order, or (ii) subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in the Debtor’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code.

1.74 “Person” means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, Governmental Unit, or other Entity.

1.75 “Petition Date” means June 1, 2022, the date on which each of the Debtors filed their voluntary chapter 11 petitions.

1.76 “Pettit Asset” or “Pettit Assets” means all assets of the Pettit Estate as of the Effective Date, including “property of the estate” as described in section 541 of the Bankruptcy Code.

1.77 “Pettit Estate” means the chapter 11 bankruptcy estate for Christopher John Pettit as created under section 541 of the Bankruptcy Code.

1.78 “Pettit Trust Assets” means the Assets conveyed to the Liquidating Pettit Trust, pursuant to Section 8.2 of the Plan, as of the Effective Date, and defined in the Liquidating Pettit Trust Agreement.

1.79 “Plan” means this chapter 11 plan of liquidation, either in its present form or as it may be altered, amended, or modified from time to time.

1.80 “Plan Document” or “Plan Documents” mean any documents related to the Plan, including the Disclosure Statement, the Liquidating Trust Agreements, Plan Supplements, notices, Ballots, and any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan or Disclosure Statement.

1.81 “Plan Rate” or “Plan Interest Rate” means the federal post-judgment rate as set forth in 28 U.S.C. § 1961, in effect on the Effective Date or such other rate as approved or ordered by the Bankruptcy Court. For purposes of calculating interest under this Plan, the “date of the judgment” shall be the Petition Date.

1.82 “Plan Supplement” means collectively, one or more supplemental appendices to the Plan containing, among other things, the forms of any organizational documents relevant to the Liquidating Trust Agreements, the identity of the Liquidating Trustees, and any other required documents set forth in this Plan.

1.83 “Plan Supplement Filing Date” means December 20, 2024.

1.84 “Prior Order” means any order previously entered by the Bankruptcy Court in these Cases.

1.85 “Prior Settlement” means any settlement and compromise between the Trustee and any Person that has been previously approved by the Bankruptcy Court.

1.86 “Priority Non-Tax Claim” means a Claim, other than an Administrative Claim or a Priority Tax Claim, which is entitled to priority of payment pursuant to section 507(a) of the Bankruptcy Code.

1.87 “Priority Tax Claim” means a Claim of a Governmental Unit of the kind entitled to priority pursuant to sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.88 “Professional” means those Persons retained by the Trustee pursuant to an order of the Bankruptcy Court in accordance with sections 327, 328, 330, 331, 333, 363, 503(b) or 1103 of the Bankruptcy Code or who have been employed by a Final Order of the Bankruptcy Court, including without limitation: Compass RE Texas, LLC; Corie Property Group; Davis & Santos, P.C.; Wick Phillips Gould and Martin, LLP; Forvis LLP; Fred Hutt; Golden Oak Development LLC; Jackson Walker, LLP; Luttrell + Carmody Law Group; Mel T. Davis; RFM Commercial, Inc; Rogers Towers, P.A.; Villa & White LLP; Mastrogiovanni, PLLC; Guerra LLP; and Chamberlain, Hrdlicka, White, Williams & Aughtry, P.C.

1.89 “Professional Fee Order” means a Bankruptcy Court order allowing a Fee Claim.

1.90 “Rejection Claim” means a Claim arising under section 502(g) of the Bankruptcy Code as a consequence of the rejection of any Executory Contract or Unexpired Lease.

1.91 “Related Parties” means collectively, its predecessors, successors, assigns, subsidiaries, direct and indirect Affiliates, managed accounts and funds, current officers and directors, principals, shareholders, members, partners, managers, employees, subcontractors, agents, advisory board members, advisors, financial advisors, attorneys, accountants, investment bankers, consultants, agents, representatives, management companies, fund advisors, and other professionals, and such Person’s respective heirs, executors, estates, servants, and nominees, in each case in their capacity as such.

1.92 “Reserved Causes of Action” means together the Reserved CP&A Causes of Action and the Reserved Pettit Causes of Action.

1.93 “Reserved CP&A Causes of Action” means Causes of Action, including but not limited to those listed on Exhibit C to the Disclosure Statement, not otherwise released under the Plan, Disclosure Statement, Plan Supplement, Prior Settlement, or a Prior Order. These Causes of Action will be transferred to the Liquidating CP&A Trust on the Effective Date.

1.94 “Reserved Pettit Causes of Action” means Causes of Action, including but not limited to those listed on Exhibit C to the Disclosure Statement, not otherwise released under the

Plan, Disclosure Statement, Plan Supplement, Prior Settlement, or a Prior Order. These Causes of Action will be transferred to the Liquidating Pettit Trust on the Effective Date.

1.95 “Scheduled” means with respect to any Claim, the status and amount, if any, of such Claim as set forth in the Debtor’s respective Schedules

1.96 “Schedules” means the schedules of assets and liabilities and the Statement of Financial Affairs filed by the Debtors in their respective case number as required by section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules or statements have been filed or may be subsequently amended or supplemented.

1.97 “Secured Claim” means a Claim that is (i) secured by Lien upon property in which the Debtors’ Estates have an interest, which Lien is valid, perfected, and enforceable under applicable law or by reason of a Final Order, or (ii) that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claimant’s interest in the Estates’ interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code.

1.98 “Secured Tax Claim” means a Secured Claim owing to a Governmental Unit.

1.99 “Solicitation Order” means the order entered by the Bankruptcy Court establishing procedures with respect to the solicitation and tabulation of votes to accept or reject this Plan.

1.100 “Statement of Financial Affairs” means the Statement of Financial Affairs, including any and all amendments and supplements, filed by the Debtors in their respective case number.

1.101 “Subordinated Claim” means any Claim that is subject to (a) subordination under section 510 of the Bankruptcy Code or any other statute, (b) contractual subordination, or (c) equitable subordination as determined by the Bankruptcy Court in a Final Order, including, without limitation, any Claim (i) for or arising from the rescission of a purchase, sale, issuance, or offer of a Security of any Debtor; (ii) for damages arising from the purchase or sale of such a Security; or (iii) for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

1.102 “Unexpired Lease” means a lease entered into by a Debtor prior to the Petition Date and has not terminated prior to the Confirmation Hearing. If the Unexpired Lease is not explicitly assumed on or before the Effective Date, it is deemed Rejected under the Plan.

1.103 “Unclaimed Property” means any Cash, Distribution, or any Liquidating Trust Assets for a period of one (1) year after the applicable date of Distribution.

1.104 “Unimpaired” means, when used in reference to a Claim or Interest, a Claim or Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

1.105 “U.S. Trustee” means the Office of the United States Trustee for the Western District of Texas, or a representative thereof.

1.106 “Voting Deadline” means the last Business Day and time for submitting Ballots to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code as specified in the Solicitation Order.

1.107 “Voting Record Deadline” means the date and time established by the Bankruptcy Court in the Solicitation Order for determining those Claimants entitled to vote on the Plan.

B. Rules of Interpretation.

For purposes of this Plan: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) any reference in this Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such agreement or document will be substantially in such form or substantially on such terms and conditions; (c) any reference in this Plan to an existing document or Exhibit filed or to be filed means such document or Exhibit, as it may have been or may be amended, modified, or supplemented; (d) unless otherwise specified, all references in this Plan to sections, articles, and Exhibits are references to sections, articles, and Exhibits of or to this Plan; (e) the words “herein” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (f) captions and headings to articles and sections are inserted for convenience of reference only and are not intended to be a part of, or to affect, the interpretation of this Plan; (g) “after notice and a hearing,” or a similar phrase has the meaning given such term in section 102 of the Bankruptcy Code; (h) “includes” and “including” are not limiting; (i) “may not” is prohibitive, and not permissive; (j) “or” is not exclusive; and (k) U.S. Trustee includes a designee of the U.S. Trustee.

C. Computation of Time.

In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) will apply.

ARTICLE II
ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS,
AND PRIORITY NON-TAX CLAIMS

1. Administrative Claims.

Subject to the provisions of ARTICLE XII of this Plan, on, or as soon as reasonably practicable thereafter, the later of (i) the Effective Date, (ii) the 14th Business Day after such Administrative Claim becomes an Allowed Administrative Claim, or (iii) the date such Administrative Claim becomes payable pursuant to any agreement between the holder of such Administrative Claim and the Liquidating Trustees, unless such Administrative Claim is released pursuant to this Plan or a Prior Order of the Bankruptcy Court, the holder of each Allowed Administrative Claim shall receive jointly and severally from the Estates and the Liquidating Trusts, as applicable, paid by the Trustee or the Liquidating Trustees, as applicable, in full satisfaction, release, and settlement of such Allowed Administrative Claim: (A) Cash equal to the unpaid portion of such Allowed Administrative Claim; or (B) in accordance with the terms of any

written agreement with the Trustee or the Liquidating Trustees regarding such Allowed Administrative Claim.

2. Priority Tax Claims.

Priority Tax Claims due and outstanding as of the Effective Date shall be paid in full from the Estate against which such Priority Tax Claims are Allowed on or as soon as practicable after the Effective Date.

Nothing in this Plan shall modify or affect the Lien rights of a Governmental Unit under applicable non-bankruptcy law. Whatever rights any Governmental Unit holds in any collateral or proceeds thereof shall remain in effect and shall not be altered by the Plan or the Confirmation Order until such allowed Secured Tax Claim is paid in full, at which time any and all corresponding Liens and encumbrances shall be fully discharged.

3. Priority Non-Tax Claims.

Except to the extent that a Claimant holding a Priority Non-Tax Claim has been paid prior to the Effective Date, agrees to a different treatment in writing with the Trustee, or is the subject of an order entered with respect to the treatment of such Priority Non-Tax Claim prior to the Effective Date, each Allowed Priority Non-Tax Claim, in full satisfaction and release of and exchange for such Claim, shall receive Cash in an amount equal to the Allowed amount of such Priority Non-Tax Claim in accordance with section 1129(a)(9) of the Bankruptcy Code, on (or as reasonably practicable thereafter) the later of: (i) the Effective Date; and (ii) the date such Priority Non-Tax Claim becomes an Allowed Claim; provided, however, that Allowed Priority Non-Tax Claims representing liabilities incurred in the ordinary course of business by the Trustee that are not yet due and payable as of the Effective Date shall not be paid on the Effective Date but rather shall be paid by the Liquidating Trustees, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities. Notwithstanding the foregoing, to the extent the Allowed amount of a Priority Non-Tax Claim asserting priority treatment under sections 507(a)(4) and (5) of the Bankruptcy Code exceeds the statutory cap applicable to such Claim, such excess shall be treated as a Class 2 General Unsecured Claim against the Estate against which such Priority Non-Tax Claim is Allowed.

**ARTICLE III
CLASSIFICATION OF CLAIMS AND INTERESTS**

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of classes of Claims against and Interests in the Debtors. All Claims and Interests, except Administrative Claims, Priority Tax Claims and Priority Non-Tax Claims, are placed in the Classes as set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims and Priority Non-Tax Claims of the kinds specified in sections 507(a) of the Bankruptcy Code have not been classified, and their treatment is set forth in ARTICLE II above.

A Claim or Interest is placed in a particular Class only to the extent the Claim or Interest falls within the description of that Class and classified in other Classes to the extent that any portion

of the Claim or Interest falls within the description of such other Classes. A Claim or Interest is also placed in a particular Class only for the purpose of voting on, and receiving a Distribution pursuant to, the Plan to the extent such Claim or Interest is an Allowed Claim or an Allowed Interest in that Class and such Claim or Interest has not been paid, released or otherwise settled prior to the Effective Date.

1. Classification of Claims Against and Interests in the Debtors.

- (a) Class 1: Secured Claims
 - (i) Class 1.A: Counsel Financial Secured Claim
 - (ii) Class 1.B: Secured Tax Claims
 - (iii) Class 1.C: Other Secured Claims
- (b) Class 2: General Unsecured Claims
 - (i) Class 2.A: General Unsecured Claims Against CP&A
 - (ii) Class 2.B: General Unsecured Claims Against Pettit
- (c) Class 3: Subordinated Claims
 - (i) Class 3.A: Subordinated Claims Against CP&A
 - (ii) Class 3.B: Subordinated Claims Against Pettit
- (d) Class 4: Equity Interests in CP&A

**ARTICLE IV
IDENTIFICATION OF CLASSES OF CLAIMS AND INTERESTS
IMPAIRED AND NOT IMPAIRED BY THE PLAN**

1. Impaired Classes of Claims and Interests.

Classes 1.B and 1.C are Unimpaired. Classes 1.A, 2.A, 2.B, 3.A, 3.B, and 4 are entitled to vote.

**ARTICLE V
PROVISIONS FOR TREATMENT OF CLAIMS AND INTERESTS**

1. Class 1 – Secured Claims.

- (a) Class 1A – Counsel Financial Secured Claim

After the Effective Date, the Liquidating Trustees will treat the Counsel Financial Secured Claim pursuant to the terms of the Order Granting Joint Motion Under Bankruptcy Rule 9019 to Approve Compromise and Settlement Among Counsel Financial Entities, Mark and Robin Verstuylt, and Eric Terry, Chapter 11 Trustee for the Bankruptcy Estates of Christopher John Pettit and Chris Pettit & Associates, P.C., (together with the Settlement Agreement the “**Counsel Financial Settlement Order**” ECF No. 1424), including liquidating and collecting any remaining Collateral securing the Counsel Financial Secured Claim and distributing the proceeds pursuant to terms the Counsel Financial Settlement Order, less any amount permitted by the Counsel Financial Settlement Order.

Class 1A is Impaired and, therefore, the holder of the Counsel Financial Secured Claim will be entitled to vote to accept or reject the Plan.

(b) Class 1B – Secured Tax Claims

The Trustee or Liquidating Trustees shall pay all Allowed Secured Tax Claims in the ordinary course of business during the pendency of these Cases. Holders of any Allowed Secured Tax Claims outstanding as of the Effective Date shall be paid by the later of: (a) the Effective Date of the Plan or (b) the date immediately prior to the date on which such Allowed Claims would become delinquent under applicable non-bankruptcy law, together with interest at the applicable non-bankruptcy rate. Any Liens securing such Secured Tax Claims shall attach to the Cash proceeds from the sale of Collateral securing such Secured Tax Claims with the same extent, priority, and validity as in effect as of the Effective Date.

Class 1B is Unimpaired and, therefore, holders of Allowed Secured Tax Claims in Class 1B are deemed to have accepted the Plan.

(c) Class 1C – Other Secured Claim

Unless the holder of an Allowed Other Secured Claim agrees to less favorable treatment, the Trustee or Liquidating Trustees shall, at their option, on the later of the Effective Date or the date that the Other Secured Claim becomes an Allowed Claim: (i) pay the Claimant the amount of the Allowed Other Secured Claim in Cash or (ii) return the Collateral securing such Allowed Other Secured Claim to the holder in full satisfaction of such Allowed Claim.

Class 1C is Unimpaired and, therefore, holders of Allowed Other Secured Claim are deemed to have accepted the Plan.

2. Class 2 – General Unsecured Claims.

(a) Class 2A – General Unsecured Claims Against CP&A

Holders of Allowed General Unsecured Claims against the CP&A Estate shall receive Class 2A beneficial interests in the Liquidating CP&A Trust in full satisfaction of such Allowed General Unsecured Claim. Class 2A beneficial interests in the Liquidating CP&A Trust will be paid pro rata until paid in full with interest at the Plan Interest Rate from assets contributed to the Liquidating CP&A Trust by the CP&A Estate.

Class 2A is Impaired and, therefore, each holder of a General Unsecured Claim against will be entitled to vote to accept or reject the Plan.

(b) Class 2B – General Unsecured Claims Against Pettit

Holders of Allowed General Unsecured Claims against the Pettit Estate shall receive Class 2B beneficial interests in the Liquidating Pettit Trust in full satisfaction of such Allowed General Unsecured Claim. Class 2B beneficial interests in the Liquidating Pettit Trust will be paid pro rata until paid in full with interest at the Plan Interest Rate from assets contributed to the Liquidating Pettit Trust by the Pettit Estate.

Class 2B is Impaired and, therefore, each holder of a General Unsecured Claim will be entitled to vote to accept or reject the Plan.

3. Class 3 – Subordinated Claims.

(a) Class 3A – Subordinated Claims Against CP&A

Holders of Allowed Subordinated Claims against the CP&A Estate shall receive Class 3A beneficial interests in the Liquidating CP&A Trust in full satisfaction of such Allowed Subordinated Claim. Class 3A beneficial interests in the Liquidating CP&A Trust will be paid pro rata until paid in full with interest at the Plan Interest Rate from assets contributed to the Liquidating CP&A Trust by the CP&A Estate beginning immediately after Class 2A beneficial interests in the Liquidating CP&A Trust have been paid in full.

Class 3A is Impaired and, therefore, each holder of a Subordinated Claim against will be entitled to vote to accept or reject the Plan.

(b) Class 3B – Subordinated Claims Against Pettit

Holders of Allowed Subordinated Claims against the Pettit Estate shall receive Class 3B beneficial interests in the Liquidating Pettit Trust in full satisfaction of such Allowed Subordinated Claim. Class 3B beneficial interests in the Liquidating Pettit Trust will be paid pro rata until paid in full with interest at the Plan Interest Rate from assets contributed to the Liquidating Pettit Trust by the Pettit Estate beginning immediately after Class 2B beneficial interests in the Liquidating Pettit Trust have been paid in full.

Class 3B is Impaired and, therefore, each holder of a Subordinated Claim will be entitled to vote to accept or reject the Plan.

(c) Subordinated Claims may be Allowed by Order of the Bankruptcy Court. However, no Distribution of any kind will be made by either of the Liquidating Trustees on account of such Allowed Subordinated Claims unless and until all Allowed Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, the Counsel Financial Secured Claim, Secured Tax Claims, Other Secured Claims, and General Unsecured Claims have been paid in accordance with the terms of this Plan. Thereafter, as Cash in excess of a Liquidating Trustee's Distributions to General Unsecured Creditors is available from either the CP&A Trust Assets or the Pettit Trust Assets, as applicable, the corresponding Liquidating Trustee may make *pro rata* Distributions to holders of Allowed Subordinated Claims with beneficial interest in the corresponding Liquidating Trust.

(d) Class 3 is Impaired and, therefore, holders of Allowed Subordinated Claims in Class 3 will be entitled to vote to accept or reject the Plan.

4. Class 4 –Interests in CP&A.

(a) No Distribution of any kind will be made by the Liquidating Trustees on account of Interests in CP&A unless and until all Allowed Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, the Secured Claims, General Unsecured Claims, and Subordinated Claims have been paid in full in accordance with the terms of this Plan, including any and all interest accrued at the Plan Interest Rate and fees allowable under applicable law. Thereafter, as Cash in excess of the Liquidating CP&A Trustee's Distributions to Allowed General Unsecured Claims and Allowed Subordinated Claims is available from the CP&A Trust Assets, the Liquidating CP&A Trustee shall make *pro rata* Distributions to holders of Interests in CP&A. This beneficial interest in the Liquidating CP&A Trust is provided to holders of Interest on account of such Interests, and such Interests will be cancelled under the Plan. On and after the Effective Date, the Liquidating CP&A Trustee may take all steps necessary to dissolve CP&A pursuant to applicable non-bankruptcy law, in his business judgment, without further order of the Bankruptcy Court.

(b) Class 4 is Impaired by the Plan. Each holder of an Interest in CP&A is entitled to vote to accept or reject the Plan.

**ARTICLE VI
ACCEPTANCE OR REJECTION OF PLAN**

1. Classes Entitled to Vote.

Holders of Claims in Impaired Classes of Claims and Interests are entitled to vote as a Class to accept or reject the Plan.

2. Acceptance by Impaired Classes.

Each Impaired Class of Claims that will (or may) receive or retain property or any interest in property under the Plan, shall be entitled to vote to accept or reject the Plan. An Impaired Class

of Claims shall have accepted their respective Plan if: (a) the holders (other than any holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan, and (b) the holders (other than any holder designated under section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

3. Classes Deemed to Accept Plan.

Classes 1.B and 1.C Claims are not impaired under the Plan and, thus, not entitled to vote, as such Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

4. Summary of Classes Voting on the Plan.

The votes of holders of Claims in Classes 1.A, 2.A, 2.B, 3.A, 3.B, and 4 will be solicited with respect to the Plan.

If any Class of Claims entitled to vote on the Plan does not vote to accept their respective Plan, the Trustee may: (a) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code; or (b) amend or modify the Plan in accordance with Sections 13.4 and 13.5 of the Plan. With respect to any Class of Claims or Interests that is deemed to reject the Plan, the Trustee shall request that the Bankruptcy Court confirm or “cramdown” the Plan pursuant to section 1129(b) of the Bankruptcy Code.

ARTICLE VII

SETTLEMENT, EXCULPATION, INJUNCTION, AND RELATED PROVISIONS

1. Compromise and Settlement of Claims.

(a) Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, Causes of Action (where applicable), and controversies resolved pursuant to the Plan, including, without limitation, all Claims arising prior to the Petition Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, arising out of, relating to, or in connection with the business or affairs of, or transactions with, the Debtors. The entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of each of the foregoing compromises or settlements, including all other compromises and settlements provided for in the Plan. The Bankruptcy Court’s findings shall constitute its determination that such compromises and settlements are in the best interests of the Estates, Creditors, and other parties in interest, and are fair, equitable, and within the range of reasonableness.

(b) It is not the intent of the Trustee that confirmation of the Plan shall in any manner alter or amend any Prior Settlement. To the extent of any conflict between the terms of the Plan and the terms of any Prior Settlement, the terms of the Prior Settlement shall control and such Prior Settlement shall be enforceable according to their respective terms. Further, nothing in this

Section 7.1 shall constitute the modification of any transaction that has been approved or a compromise or settlement of a Claim of a Creditor that previously has obtained relief from the automatic stay pursuant to a Prior Order.

(c) Pursuant to the Settlement Agreement and Mutual Release dated May 29, 2024 approved in the Counsel Financial Settlement Order (the “**Counsel Financial Settlement Agreement**”), the Plan further releases Counsel Financial II, LLC and Counsel Financial Holdings, LLC and all of their officers, directors, employees, representatives, agents, affiliates, parents, subsidiaries, and professionals, and all of their respective successors and assigns (together, the “**CF Parties**”), from any causes of action, rights of action, Claims, demands, and obligations of any nature, including those arising under 11 U.S.C. §§ 506, 544, 545, 547, 548, 549, 550, 553, and 558, whether present or future, whether known or unknown, whether suspected or unsuspected, whether liquidated or unliquidated, whether matured or unmatured, which the Trustee, the Debtors, and the Estates now have, or can, shall or may have at any time against the CF Parties based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, except for the obligations under the Counsel Financial Settlement Agreement and the Trustee’s, Liquidating Trustees’, and Estates’ rights to challenge liens and perfection as to assets or property that is not “Agreed Counsel Financial Collateral” (as this term is defined in the Counsel Financial Settlement Agreement) and which perfection of any lien on such assets or property is covered solely by the “Subject Language” (as this term is defined in the Counsel Financial Settlement Agreement) (together, the “**CF Releases**”). The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a claim or cause of action is colorable and shall have jurisdiction to adjudicate the underlying colorable claim or cause of action.

2. Exculpation.

(a) To the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby exculpated from any all Claims, Interests, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors or the Debtors’ Estates, whether known or unknown, asserted or unasserted, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, fraud, contract, violations of federal or state laws or otherwise arising from conduct within the scope the Exculpated Parties’ duties, including Avoidance Actions, those Causes of Action based on veil piercing or alter ego theories of liability, contribution, indemnification, joint liability or otherwise that any Enjoined Party would have been legally entitled to assert in their own right (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Cases, 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 any Debtor and any Exculpated Party, on the one hand, and any Enjoined Party, on the other hand, the restructuring of any Claim or Interest before or during the Cases, the negotiation, formulation, or preparation of the Disclosure Statement, this Plan and related agreements, instruments, and other documents (including the Plan Documents), the solicitation of votes with respect to this Plan, or any other act or omission, and/or any related agreements, instruments, or other documents, the pursuit of confirmation, any action or actions taken in furtherance of or consistent with the

administration or implementation of this Plan, or other property under this Plan, upon any other act or omission, transaction, agreement, event, or other occurrence arising from or relating to any of the foregoing, taking place after the Petition Date and on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of an Exculpated Party that constitutes actual fraud, gross negligence, or willful misconduct. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of this Plan protecting such Exculpated Parties from liability.

(b) In connection with this Section 7.2, the Exculpated Parties are entitled to reasonably rely upon the opinions of their respective counsel, accountants, and other experts or professionals and such reliance, if reasonable, shall conclusively establish the absence of gross negligence or willful misconduct; *provided, however*, that a determination that such reliance is unreasonable shall not, by itself, constitute a determination regarding the existence of willful misconduct or gross negligence.

(c) If the holder of a Claim or Interest, or other Person brings an action, suit or proceeding covered by this Section 7.2 and does not prevail, such holder or other Person must pay the reasonable attorneys' fees and costs to the Exculpated Party. Moreover, as a condition to going forward with such action, suit, or proceeding, the holder of a Claim or Interest or other Person must, at the outset, provide appropriate proof and assurances of its capacity to pay the Exculpated Party's reasonable attorneys' fees and costs in the event the holder or other Person fails to prevail. The Exculpated Party shall have no obligation to pay, or provide appropriate proof and financial assurance of its capacity to pay, reasonable attorneys' fees and costs in the event that the holder of a Claim or Interest or other Person prevails in an such action suit or proceeding against such Exculpated Party.

3. Injunction.

(a) Upon entry of the Confirmation Order, all Enjoined Parties are and shall be enjoined on and after the Effective Date until the Liquidating Trustees have performed all of their obligations under the Plan, from taking any actions to interfere with the implementation or consummation of the Plan.

(b) Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Enjoined Parties are and shall be enjoined, on and after the Effective Date, with respect to any Claims and Equity Interests, from directly or indirectly (i) commencing, conducting, or continuing in any manner any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Estates or the property of the Estates, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering, enforcing, or attempting to recover or enforce, by any manner or means, any judgment, award, decree, or order against the Estates or the property of the Estates, (iii) creating, perfecting, or otherwise enforcing in any manner, any security interest, lien or encumbrance of any kind against the Estates or Property of the Estates, (iv) asserting any right of setoff, directly or indirectly, against any obligation due to the Estates or against property or interests in property of the Debtors or the Estates, except to the limited extent permitted under Sections 553 and 1141 of the Bankruptcy Code, and (v) acting or proceeding in

any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan. The injunctions set forth herein shall extend to, and apply to any act of the type set forth in any of clauses (i)-(v) of the immediately preceding paragraph against any successors of the Estates, including the Liquidating Trusts, and their respective property and interests in property.

(c) Subject in all respects to Sections 7.2 and 7.3, no Enjoined Party may commence or pursue a claim or cause of action of any kind against any Exculpated Party based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Cases, 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 any Debtor and any Exculpated Party, on the one hand, and any Enjoined Party, on the other hand, the restructuring of any Claim or Interest before or during the Cases, the negotiation, formulation, or preparation of the Disclosure Statement, this Plan and related agreements, instruments, and other documents (including the Plan Documents), the solicitation of votes with respect to this Plan, or any other act or omission, and/or any related agreements, instruments, or other documents, the pursuit of confirmation, any action or actions taken in furtherance of or consistent with the administration or implementation of this Plan, or other property under this Plan, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing or from the administration of the Plan or property to be distributed under the Plan, the wind down of the business of the Debtors or the administration of the Liquidating Trusts, or the transactions in furtherance of the foregoing without the Bankruptcy Court: (a) first determining, after notice and a hearing, that such claim or cause of action represents a colorable claim of any kind, including, but not limited to, actual fraud, gross negligence, or willful misconduct against a Exculpated Party and (b) specifically authorizing such Enjoined Party to bring such claim or cause of action against any such Exculpated Party. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a claim or cause of action is colorable and, only to the extent legally permissible and as provided for in Sections 7.2 and 7.3 shall have jurisdiction to adjudicate the underlying colorable claim or cause of action. By accepting Distributions pursuant to this Plan, each holder of an Allowed Claim or Interest will be deemed to have affirmatively and specifically consented to be bound by this Plan, including, without limitation, the injunctions set forth in this section.

4. Release of Liens.

Except as otherwise provided in the Plan, the Counsel Financial Settlement Order, or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against property of the Estates, shall be fully released, and all of the Debtors' rights, title and interests in such property shall be distributed or transferred in accordance with this Plan.

ARTICLE VIII
MEANS FOR IMPLEMENTATION OF THE PLAN

1. Continued Joint Administration

The Plan provides for continued joint administration of the Estates via the Liquidating Trusts, with the Estates and Liquidating Trusts paying all Allowed Administrative Claims jointly and severally. Pursuant to the Counsel Financial Settlement Order, any Deficiency Claim based on the Counsel Financial Secured Claim shall be Allowed jointly and severally against both the CP&A Estate and the Pettit Estate and shall receive beneficial interests in both Liquidating Trusts on account of such Allowed Deficiency Claim. Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed General Unsecured and Allowed Subordinated Claims Allowed against the CP&A Estate will remain separate, and no consolidation of the Estates will occur as to these Classes of Claims. Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed General Unsecured and Allowed Subordinated Claims Allowed against the Pettit Estate will remain separate, and no consolidation of the Estates will occur as to these Classes of Claims. To the extent any or any portion of any Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed General Unsecured or Allowed Subordinated Claims are Allowed against both the CP&A Estate and the Pettit Estate, the duplicative portion of such Allowed Claim shall be reduced, and its beneficial interest in both the Liquidating Trusts shall automatically be reduced, dollar for dollar, on account of all Distribution such Allowed Claim actually receives from either Liquidating Trust without further order of the Bankruptcy Court.

2. Creation of the Liquidating Trusts.

On the Effective Date, the Trustee shall take all actions consistent with this Plan as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by under and in connection with this Plan and any Prior Order. Upon the Effective Date, the two Liquidating Trusts shall be established, which shall be administered and distributed pursuant to the provisions of this Plan and (i) as to the Liquidating CP&A Trust, the provisions of Liquidating CP&A Trust Agreement, and (ii) as to the Liquidating Pettit Trust, the provisions of the Liquidating Pettit Trust Agreement. The Liquidating Trusts shall exist from and after the Effective Date, with all of the rights and powers set forth in the Liquidation Trust Agreements.

The Liquidating CP&A Trustee shall be deemed the CP&A Estate's representative in accordance with section 1123 of the Bankruptcy Code and shall have the purpose of (i) holding the CP&A Trust Assets; and (ii) distributing the proceeds related to the liquidation of such CP&A Trust Assets, net of all claims, expenses, charges, liabilities, and obligations of the Liquidating CP&A Trust, to the beneficiaries in accordance with the terms of this Plan and the Liquidating CP&A Trust Agreement.

The Liquidating Pettit Trustee shall be deemed the Pettit Estate's representative in accordance with section 1123 of the Bankruptcy Code and shall have the purpose of (i) holding the Pettit Trust Assets; and (ii) distributing the proceeds related to the liquidation of such Pettit Trust Assets, net of all claims, expenses, charges, liabilities, and obligations of the Liquidating

Pettit Trust, to the beneficiaries in accordance with the terms of this Plan and the Liquidating Pettit Trust Agreement.

The Liquidating Trusts are intended to qualify as liquidating trusts pursuant to Treasury Regulation § 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. The Liquidating Trustees shall be entitled to a fee of three percent (3%) of all disbursements made from the Liquidating Trusts and reimbursement of reasonable and necessary out of pocket expenses, without further Bankruptcy Court approval.

3. Vesting of Assets in the Liquidating Trusts.

(a) Except as otherwise set forth in the Plan, in the Liquidating Trust Agreements, any supplement(s) to the Plan, or in the Confirmation Order, all CP&A Assets not otherwise sold or released under a Prior Order shall be conveyed and assigned to the Liquidating CP&A Trust including, among other assets, the Reserved CP&A Causes of Action, any interest or rights of the CP&A Estate or Trustee under any Executing Plaintiff Agreement, and any Cash in the CP&A Estate. The CP&A Trust Assets shall be deemed transferred to and vested in the Liquidating CP&A Trust on the Effective Date, and the Liquidating CP&A Trust shall assume liability for Allowed General Unsecured Claims and Allowed Subordinated Claims that are Allowed against the CP&A Estate, and all Executing Plaintiff Agreements, but only to the extent provided by this Plan and the Liquidating CP&A Trust Agreement. The Liquidating CP&A Trust shall assume all unpaid Allowed Administrative Expense Claims jointly and severally with the Liquidating Pettit Trust.

(b) Except as otherwise set forth in the Plan, in the Liquidating Trust Agreements, any supplement(s) to the Plan, or in the Confirmation Order, all Pettit Assets not otherwise sold or released under a Prior Order shall be conveyed and assigned to the Liquidating Pettit Trust including, among other assets, the Reserved Pettit Causes of Action, any interest or rights of the Pettit Estate or Trustee under any Executing Plaintiff Agreement, and any Cash in the Pettit Estate. The Pettit Trust Assets shall be deemed transferred to and vested in the Liquidating Pettit Trust on the Effective Date, and the Liquidating Pettit Trust shall assume liability for Allowed General Unsecured Claims and Allowed Subordinated Claims that are Allowed against the Pettit Estate, and all Executing Plaintiff Agreements, but only to the extent provided by this Plan and the Liquidating Pettit Trust Agreement. The Liquidating Pettit Trust shall assume all unpaid Allowed Administrative Expense Claims jointly and severally with the Liquidating CP&A Trust.

(c) The assets comprising the Liquidating Trust Assets will be treated for tax purposes as being transferred by the Estates to the Liquidating Trusts' beneficiaries pursuant to the Plan in exchange for their Allowed Claims (or a portion thereof) and then by the Liquidating Trust beneficiaries to the Liquidating Trusts in exchange for the interests in the Liquidating Trusts. The Liquidating Trust beneficiaries shall be treated as the grantors and owners of the Liquidating Trusts. Upon the transfer of the CP&A Trust Assets, the Liquidating CP&A Trust shall succeed to all of the CP&A Estate's rights, title and interest in the CP&A Trust Assets, and the Debtors will have no further interest in or with respect to the CP&A Trust Assets. Upon the transfer of the Pettit Trust Assets, the Liquidating Pettit Trust shall succeed to all of the Pettit Estate's rights, title and interest in the Pettit Trust Assets, and the Debtors will have no further interest in or with respect

to the Pettit Trust Assets. **The Reserved CP&A Causes of Action will be transferred to the Liquidating CP&A Trust and the Reserved Pettit Causes of Action will be transferred to the Liquidating Pettit Trust subject to the terms of the Executing Plaintiff Agreements and the Executing Plaintiff Settlement Order, including the right of Executing Plaintiffs to receive a share of the proceeds from certain Reserved Causes of Action as detailed in the applicable Executing Plaintiff Agreement.** In pursuing the Reserved Causes of Action transferred to the Liquidating Trusts, the Liquidating Trustees shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Trustee's rights with respect to the time periods in which any of the Reserved Causes of Action may be brought under section 546 of the Bankruptcy Code.

4. Reserved Causes of Action.

(a) Subject to the provisions of this Plan, the Liquidating Trustees, on behalf of the Liquidating Trusts, shall take possession of any and all Assets, including the Reserved Causes of Action. The Reserved CP&A Causes of Action are reserved for the benefit of and assigned to the Liquidating CP&A Trust. Upon the Effective Date and thereafter, the Liquidating CP&A Trustee, will use, conserve, protect, settle, collect, resolve, release, abandon, or otherwise liquidate all of the Reserved CP&A Causes of Action as deemed to be in the best interests of the beneficiaries of the Liquidating CP&A Trust and as otherwise provided under the terms of the Plan and subject to the provisions of the Liquidating CP&A Trust Agreement. The Reserved Pettit Causes of Action are reserved for the benefit of and assigned to the Liquidating Pettit Trust. Upon the Effective Date and thereafter, the Liquidating Pettit Trustee, will use, conserve, protect, settle, collect, resolve, release, abandon, or otherwise liquidate all of the Reserved Pettit Causes of Action as deemed to be in the best interests of the beneficiaries of the Liquidating Pettit Trust and as otherwise provided under the terms of the Plan and subject to the provisions of the Liquidating Pettit Trust Agreement. The Reserved Causes of Action will be transferred to the Liquidating Trusts subject to the terms of the Executing Plaintiff Agreements and the Executing Plaintiff Settlement Order, including the right of Executing Plaintiffs to receive a share of the proceeds from certain Reserved Causes of Action as detailed in the applicable Executing Plaintiff Agreement.

THE DESCRIPTIONS OF POTENTIAL CAUSES OF ACTION BELOW ARE NOT INTENDED TO BE A DEMAND ON ANY OF THE POTENTIAL DEFENDANTS IN SUCH CAUSES OF ACTION AND ARE NOT AN INDICATION OF WHETHER A MERITORIOUS CAUSE OF ACTION EXISTS.

THE DESCRIPTIONS ARE ALSO NOT INTENDED TO LIMIT CLAIMS OR CAUSES OF ACTION WHICH MAY BE ASSERTED AGAINST ANY POTENTIAL DEFENDANT.

NEVERTHELESS, BY THE DESCRIPTIONS BELOW, THE TRUSTEE EXPRESSLY, SPECIFICALLY AND UNEQUIVOCALLY RESERVE ALL RIGHTS IN ALL CAUSES OF ACTION, INCLUDING THE RESERVED CAUSES OF ACTION DESCRIBED BELOW. ANY POTENTIAL DEFENDANT WHO IS ALSO A CREDITOR IN THESE CASES SHOULD ASSUME THAT A CAUSE OF ACTION MAY BE PURSUED BY THE TRUSTEE AND THE LIQUIDATING TRUSTEES AND ACT ACCORDINGLY. UNDER NO CIRCUMSTANCES SHOULD ANY POTENTIAL DEFENDANT LISTED BELOW,

OR ANY COURT WITH COMPETENT JURISDICTION TO ADJUDICATE THE CAUSES OF ACTION DESCRIBED BELOW, RELY ON THE FOLLOWING STATEMENTS AS A FULL AND COMPLETE DESCRIPTION OF ANY AND ALL CAUSES OF ACTION OR FOR ANY OTHER PURPOSE.

Unless expressly waived or released, all Causes of Action, including, without limitation, the Reserved Causes of Action described below, will be reserved under the Plan and assigned to the Liquidating Trusts as provided for in this Plan and the Liquidating Trust Agreements.

(b) Claims Against Creditors. The Trustee also reserves all Causes of Action listed in the Statement of Financial Affairs and the Disclosure Statement against the Creditors except for any expressly released under the Plan.

(c) Pending Litigation. The Trustee also reserves any and all claims, defenses or counterclaims that have been asserted in any lawsuit pending as of the Confirmation Hearing, including any lawsuits or proceedings in which the Trustee asserts affirmative claims against any Creditor or other third party, with all such claims, defenses of counterclaims assigned to the Liquidating Trusts under the terms of this Plan and the Liquidating Trust Agreements.

5. Preservation of Rights of Action; Settlement.

(a) Subject to the terms of this Plan, the orders of the Bankruptcy Court, and any Prior Order, all Causes of Action, including the Reserved Causes of Action, and Estate Defenses shall be deemed transferred to and vested in the Liquidating Trusts as of the Effective Date. Thereafter, (i) subject to the terms of the Liquidating CP&A Trust Agreement, the Liquidating CP&A Trustee shall be vested with authority to assert, prosecute and otherwise resolve the Reserved CP&A Causes of Action and Estate Defenses; and (ii) subject to the terms of the Liquidating Pettit Trust Agreement, the Liquidating Pettit Trustee shall be vested with authority to assert, prosecute and otherwise resolve the Reserved Pettit Causes of Action and Estate Defenses.

(b) At any time after the Confirmation Date and before the Effective Date, notwithstanding anything in this Plan to the contrary, the Trustee may settle some or all of the Causes of Action or the Disputed Claims subject to obtaining Bankruptcy Court approval. The proceeds from the settlement of any Causes of Action shall be held as property of the Estates and vested in the Liquidating Trusts on the Effective Date.

6. Administrative Acts.

(a) Cancellation of Interests. All Interests in CP&A shall be deemed cancelled and annulled on the Effective Date, with the Holders of Interests receiving the treatment provided in the Plan. Holders of Interests shall receive no distributions on account of such Interests except as set forth in this Plan. As soon as practicable following the Effective Date, the Liquidating CP&A Trustee may take steps necessary to file such documents with the applicable agencies, taxing authorities and administrative offices to effectuate the dissolution of CP&A.

(b) Assignment and Abandonment of Assets. The Liquidating Trustees will retain the Liquidating Trust Assets and distribute those assets as detailed in this ARTICLE VIII

pursuant to the Liquidating Trust Agreements. The Liquidating Trustees may coordinate, assign, co-prosecute, or defer prosecution of any Reserved Cause of Action to the United States Attorney, United States Department of Justice, or any agent, official, trustee, administrator or similar party appointed in *United States v. Pettit*, Case No. 22-CR-00653(1)-OLG or other legal action related to the Debtors. The Liquidating Trustees may abandon any of the Liquidating Trust Assets on or after the Effective Date without Bankruptcy Court approval, but only under the terms of the Liquidating Trust Agreements.

(c) Retention of Professionals; Elimination of Fee Applications. In accordance with the Liquidating Trust Agreements, the Liquidating Trustees are authorized to retain professionals, including Eric Terry Law, PLLC, any Professional, or any other professional, to assist him in the administration of the Liquidating Trusts. No professional representing the Liquidating Trusts is required to apply to the Bankruptcy Court for approval of such professional's retention, compensation, or reimbursement.

(d) Payment of Quarterly Fees. The Trustee or Liquidating Trustees, as applicable, shall pay the U.S. Trustee's quarterly fees incurred pursuant to 28 U.S.C. § 1930(a)(6). Any fees due as of the Confirmation Date shall be paid in full on the Effective Date from any available Cash on hand. After the Confirmation Date, the Liquidating Trustees shall pay quarterly fees as they accrue until these Cases are closed. The Liquidating Trustees shall file with the Bankruptcy Court and serve on the U.S. Trustee quarterly financial reports for each quarter, or portion thereof, while any of these Cases remain open.

(e) Bond; Insurance. The Liquidating Trustees are authorized, but not required, to obtain bonds or insurance that, in the Liquidating Trustees' business judgment, would be beneficial to the holders of interests in the Liquidating Trusts.

(f) Final Decree. When appropriate, the Liquidating Trustees shall seek a final decree from the Bankruptcy Court, concerning these Cases. Upon entry of the final decree, the Liquidating Trustees and their professionals will be forever discharged and released from all powers, duties, responsibilities, and liabilities pursuant to the Plan, other than those attributable to the gross negligence or willful misconduct of the Liquidating Trustees. The Liquidating Trustees shall file a motion for entry of final decree pursuant to Bankruptcy Rule 3022 promptly upon administration in full of the Claims and Liquidating Trust Assets as set forth in the Plan and the Liquidating Trust Agreements.

7. Jurisdiction of and Access to the Bankruptcy Court.

The Bankruptcy Court shall retain jurisdiction over the Liquidating Trustees, the Liquidating Trust Assets, including applicable Reserved Causes of Action. Additionally, the use by the Trustee of Rule 2004 of the Federal Rules of Bankruptcy Procedure to investigate potential claims and causes of action assigned to the Trustee is necessary and appropriate to the administration of the estate and implementation and consummation of the Plan. Thereafter, the Liquidating Trustees shall be entitled to the full benefit of, and to exercise all powers incident to, the jurisdiction retained by the Bankruptcy Court pursuant to the Plan, including, without limitation, to seek any order, writ, or other process necessary or appropriate to enforce, construe, perform, implement, consummate, or apply the Plan.

8. Claims Administration.

The Liquidating Trustees and any other party in interest permitted under section 502(a) of the Bankruptcy Code and Rule 3007 of the Bankruptcy Rules shall have the power and authority to file Claim Objections on any legal or equitable basis permitted under such provisions of the Bankruptcy Code and Bankruptcy Rules. Only the Liquidating Trustees shall have the power to (a) seek to subordinate or recharacterize any Claim on any legal or equitable basis; (b) assert any right of setoff or recoupment, including without limitation, any such right pursuant to section 553 of the Bankruptcy Code; (c) to assert any and all Estate Defenses, whether legal or equitable, including any affirmative defenses or setoff right; and (d) to assert any counterclaim against any Claim, whether arising out of the same or different transactions. In the event that a Claim includes personal injury tort or wrongful death claims, the Liquidating Trustees may seek to establish procedures for the efficient resolution of such Claims in a manner consistent with 28 U.S.C. § 157(b)(5) by filing a motion with the Bankruptcy Court for approval of such procedures; *provided*, however, that such procedures shall not in any way alter, amend, or otherwise modify the terms and conditions of any Insurance Contracts. Except as otherwise provided in the Liquidating Trust Agreements, only the Liquidating Trustees shall have the power to settle Claim Objections, provided, however, that the Liquidating Trustees gives adequate notice and an opportunity for a hearing as required under applicable Bankruptcy Rules, the Liquidating Trust Agreement.

**ARTICLE IX
PROVISIONS GOVERNING DISTRIBUTION**

1. Generally.

The Plan and the Liquidating Trust Agreements shall govern the Liquidating Trustees' obligations and discretion relating to the administration and Distribution of the Liquidating Trust Assets.

2. Source of Distributions.

Distributions to holders of Allowed Class 2 General Unsecured Claims and, to the extent such Cash is available after payment in full, to Allowed Class 3 Subordinated Claims and Allowed Class 4 Interest in CP&A, shall be made by the Liquidating Trustees from the corresponding Liquidating Trust Assets established under ARTICLE VIII, and as set forth in the Plan.

3. Means of Cash Payment.

Except as otherwise determined by the Liquidating Trustees, Distributions under this Plan shall be made in Cash by check, wire or ACH transfer in U.S. funds, or by other means agreed to by the payor and payee or, absent agreement, such commercially reasonable manner as the payor determines in its sole discretion.

4. Delivery of Distributions.

Deliveries of Distributions to the holders of Allowed Claims shall be made at the address set forth on the respective proofs of claim filed in these Cases. If no proof of claim is filed, Distributions on account of Allowed Claims shall be made to the Claimant at the address reflected in the Schedules or as agreed upon between the Liquidating Trustees and such respective Claimant. If any Distribution is returned as undeliverable, no further payment shall be made on account of such Allowed Claim unless and until the Liquidating Trustees are notified in writing of such Claimant's proper current address, at which time all missed payments shall be made to such Claimant. All claims for undeliverable payments shall be made on or before the first anniversary of the attempted payment. After such date, all undelivered Distributions shall be deemed as Unclaimed Property and may revert to the Liquidating Trust Assets held by the Liquidating Trustees, and the Claim of any holder with respect to such property shall be forever barred.

5. Time Bar to Cash Payments.

Distributions issued by check shall be null and void if not cashed within one hundred twenty (120) days of the date of issuance thereof. Requests for reissuance of any check shall be made in writing directly to the Liquidating Trustees by the holder of the Allowed Claim with respect to which such check originally was issued. Any claim in respect of such a voided check shall be made on or before ninety (90) days after the date of issuance of such check. After such date, all Claims in respect of void checks shall be forever barred.

6. Claims Payable by Third Parties.

Except as expressly provided for in this Plan or as the Liquidating Trustees may decide in exercising their business judgment and good faith, no Distribution under the Plan shall be made on account of any Claim that is payable pursuant to any agreement or applicable law making a Person other than the Liquidating Trusts liable, including, without limitation, any lease, sub-lease, license agreement, promissory note, indemnity, guaranty, understanding, or Insurance Contracts until the holder of such Claim has exhausted all remedies with respect to such co-obligor, co-lessor, indemnitor, or Insurer. To the extent that one or more of the applicable non-debtor payors agrees to satisfy a Claim, whether in full or in part, then immediately upon such satisfaction, such Claim may be expunged to the extent of such satisfaction without a Claim Objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

7. Applicability of Insurance Contracts.

Neither the automatic stay nor any injunction shall limit or inhibit the ability of such Claimant to pursue a recovery from any Insurer on account of such Claim, provided that such recovery must exclude any self-insured retention of the Debtors, which are mere General Unsecured Claims to be treated in accordance with other provisions of this Plan. Except as otherwise provided in the Plan, Distributions to holders of Allowed Claims covered by an Insurance Contract shall be in accordance with the provisions of any applicable Insurance Contract or applicable non-bankruptcy law. Nothing contained in the Plan shall constitute or be deemed a waiver of any cause of action that the Trustee, the Estates, Liquidating Trustees or any Person may hold against any other Person, including Insurers under Insurance Contracts, nor shall anything

contained in the Plan or Agreement constitute or be deemed a waiver by such Insurers of any rights or defenses, including coverage defenses.

8. Withholding and Reporting Requirements.

The Liquidating Trustees shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Distributions made under this Plan shall be subject to any such withholding and reporting requirements. The Liquidating Trustees shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements.

**ARTICLE X
TREATMENT OF EXECUTORY CONTRACTS, UNEXPIRED
LEASES, AND OTHER AGREEMENTS**

1. Assumption/Rejection.

(a) *Rejection of Remaining Contracts.* On the Effective Date, and to the extent permitted by applicable law, every Executory Contract and Unexpired Lease is rejected unless such Executory Contract or Unexpired Lease: (a) has been expressly assumed pursuant an order of the Bankruptcy Court; (b) is expressly identified in this Plan or the Confirmation Order as an Assumed Contract; or (c) is expressly made the subject of a pending motion to assume filed on or before the Confirmation Hearing. This Plan shall be treated as a motion to reject all remaining Executory Contracts or Unexpired Leases other than those in (a)-(c) of the preceding sentence. The entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all such rejections and assumptions and assignments pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

(b) Nothing in this Section 10.1 shall modify any assumption or rejection approved in a Prior Order.

2. Bar to Rejection Claims.

Except as otherwise ordered by the Bankruptcy Court, any Rejection Claim based on the rejection of an Executory Contract or an Unexpired Lease shall be forever barred and shall not be enforceable against the Debtors, their Estates or the Liquidating Trusts, unless a proof of claim is filed by the later of: (a) the Claims Bar Date; and (b) thirty (30) days after the effective date of such rejection.

3. Rejection Claims.

Unless the Liquidating Trustees and Creditor agree to less favorable terms, any Rejection Claim which is timely filed and Allowed shall be treated as Class 2 General Unsecured Claims, subject to the provisions of section 502(g) of the Bankruptcy Code. Nothing contained herein shall be deemed an admission by the Trustee or Liquidating Trustees, as applicable, that such rejection gives rise to or results in a Claim or shall be deemed a waiver by the Trustee or Liquidating Trustees, as applicable, of any Objections to any such Claim if asserted.

4. Reservation of Rights.

Neither the exclusion nor inclusion of any contract or lease in the Plan, Disclosure Statement or Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Trustee or the Liquidating Trustees that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Trustee or the Liquidating Trustees, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease.

**ARTICLE XI
PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT,
AND UNLIQUIDATED CLAIMS**

1. Objections to Claims.

(a) From and after the Effective Date, except as set forth in Section VIII above, the Liquidating Trustees shall have the right to file, settle, compromise, withdraw, or litigate to Final Order any Objections to any Claim or seek to subordinate any Claim.

(b) As soon as practicable, but no later than the Claims Objection Deadline (as may be extended from time to time), the Liquidating Trustees may file any Objection with the Bankruptcy Court and serve such Objections on the Creditors holding the Claims to which Objections are made. Nothing contained herein shall limit the right of the Liquidating Trustees or any other party in interest to object to Claims, if any, filed or amended after the Claims Objection Deadline. The Claims Objection Deadline may be extended by the Bankruptcy Court upon motion by the Liquidating Trustees with adequate notice and a hearing.

(c) Any proof of claim filed more than forty-five (45) days after the Claims Bar Date shall be of no force and effect and need not be objected to by the Liquidating Trustees.

(d) To the extent any Claimant receives a recovery related to any Claim from one of the Liquidating Trusts, the Claimant's beneficial interest in both the Liquidating Trusts shall automatically adjust, dollar for dollar, to account for such recovery without further order of the Bankruptcy Court and need not be objected to by the Liquidating Trustees.

(e) To the extent any Claimant receives a recovery related to any Claim from a source other than the Estates or the Liquidating Trusts, including restitution and recoveries as "crime victims" within the meaning of the Crime Victims' Rights Act (the "CVRA"), 18 U.S.C. § 3771 in *United States v. Pettit*, Case No. 22-CR-00653(1)-OLG, the Liquidating Trustees may seek to reduce the Claimant's Allowed Claim by the amount such restitution or similar recovery.

2. Distributions on Account of Disputed Claims.

(a) No Distribution shall be made on account of a Disputed Claim until such Claim is Allowed. Until a Disputed Claim becomes Allowed by a Final Order, or settled by the

Liquidating Trustees, such Claim shall be treated as a Disputed Claim for purposes of estimates, allocations, and Distributions under the Plan. Any Claim based on a contingent right shall continue to be subject to section 502(e) of the Bankruptcy Code.

(b) Except as set forth in Section VIII above, the Liquidating Trustees shall have the sole right at any time and in each Liquidating Trustee's discretion to settle any Claim or request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether any Objection has been made to such Claim or whether the Bankruptcy Court or any other court with competent jurisdiction has ruled on any Objection, *provided, however*, that the Liquidating Trustees may not settle, without Bankruptcy Court approval, any objection to a Claim where the asserted Claim amount exceeds \$250,000, unless the proposed Allowed Claim amount is no more than 10% greater than the asserted Claim amount. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time until there is a Final Order relating to the Objection, including during the pendency of any appeal related to any such Claim or Claim Objection. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will 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 such Claim, the Liquidating Trustees may elect to pursue any supplemental proceedings to object to any ultimate Distribution on such Claim. All of the aforementioned Objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

3. Allowance of Disputed Claims.

This Section 11.3 shall apply to all Disputed Claims. Nothing contained in the Plan, Disclosure Statement, or Confirmation Order shall change, waive or alter any requirement under applicable law that the holder of a Disputed Claim must file a timely proof of claim, and the Disputed Claim of any such Creditor who is required to file a proof of claim and fails to do so shall receive no Distribution through the Plan. The adjudication and liquidation of Disputed Claims is a determination and adjustment of the debtor/creditor relationship, and is therefore, except as provided under 28 U.S.C. § 157(b)(5), an exercise of the Bankruptcy Court's equitable power to which the legal right of trial by jury is inapplicable. The holder of any Disputed Claim shall not have a right to trial by jury before the Bankruptcy Court in respect of any such Claim, except as provided under 28 U.S.C. § 157(b)(5). Exclusive venue for any Disputed Proceeding shall be in the Bankruptcy Court. Disputed Claims shall each be determined separately, except as otherwise ordered by the Bankruptcy Court. Texas Rule of Civil Procedure 42 and Federal Rule of Civil Procedure 23 shall not apply to any Disputed Proceeding. The Liquidating Trustees shall retain all rights of removal to federal court.

4. General Unsecured Claims.

Notwithstanding the contents of the Schedules, Claims listed therein as undisputed, liquidated, and not contingent shall be reduced by the amount, if any, that was paid by the Debtors or Trustee prior to the Effective Date, including pursuant to orders of the Bankruptcy Court. To the extent such payments are not reflected in the Schedules, such Schedules will be deemed amended and reduced to reflect that such payments were made. Nothing in the Plan shall preclude

the Liquidating Trustees from paying Claims that the Debtors or Trustee were authorized to pay pursuant to any Final Order entered by the Bankruptcy Court prior to the Confirmation Date.

5. Allowance of Certain Claims.

All Disputed Claims shall be liquidated and determined as follows:

(a) Application of Adversary Proceeding Rules. Unless otherwise ordered by the Bankruptcy Court, any Objection to a Disputed Claim shall be treated as a contested matter subject to Bankruptcy Rule 9014. However, any party may move the Bankruptcy Court to apply the rules applicable to adversary proceedings to any Claim Objection. The Liquidating Trustees may, at its election, make and pursue any Objection to a Claim in the form of an adversary proceeding.

(b) Scheduling Order. Unless otherwise ordered by the Bankruptcy Court, or if the Objection is pursued as an adversary proceeding, a scheduling order shall be entered as to each Objection to a Claim. The scheduling order may include (i) discovery cut-off, (ii) deadlines to amend pleadings, (iii) deadlines for designation of and objections to experts, (iv) deadlines to exchange exhibit and witness lists and for objections to the same, and (v) such other matters as may be appropriate.

(c) Mediation. The Bankruptcy Court may order the parties to mediate in connection with any Objection to a Claim. The Liquidating Trustees may include a request for mediation in their objection, and request that the Bankruptcy Court require mediation as a part of the Scheduling Order.

(d) Alternative Resolution Procedures. In addition to the foregoing, to address any personal injury tort Claims, the Liquidating Trustees may seek approval of an alternative claims administrative procedure to administer Claims more expeditiously, provided that such procedures are approved by the Bankruptcy Court, after notice and a hearing, and provided further that such procedures are consistent with 28 U.S.C. § 157(b)(5).

(e) Estimation and Reserves. Prior to making Distributions to holders of Allowed Class 2 General Unsecured Claims, the Liquidating Trustees shall establish a reserve for Disputed Claims, including General Unsecured Claims that are contingent upon future events. The Liquidating Trustees may, but are not required to, seek approval from the Bankruptcy Court of amounts necessary to be reserved for Disputed Claims, including estimation of one or more Disputed Claims under section 502(c) of the Bankruptcy Code.

6. Offsets and Defenses.

The Liquidating Trustees shall be vested with and retain all Estate Defenses against any Claim, including without limitation all rights of setoff or recoupment and all counterclaims against any Claimant. Assertion of any Estate Defenses by the Liquidating Trustees shall constitute a “core” proceeding to the extent allowed under applicable law.

7. Compliance with Tax Requirements/Allocations.

The Liquidating Trustees shall comply with all tax withholding and reporting requirements imposed by any Governmental Unit, and all Distributions pursuant hereto shall be subject to applicable withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Liquidating Trustees shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements. The Liquidating Trustees may allocate all Distributions made under the Plan in compliance with all applicable sales tax, wage garnishments, alimony, child support, other spousal awards, liens, and encumbrances.

8. Expunging of Certain Claims.

Any Claim that is Scheduled as being contingent, unliquidated, or disputed or in the amount of \$0.00, and for which no proof of claim has been timely filed, shall be deemed Disallowed and such Claim may be expunged without the necessity of filing an Objection and without any further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE XII

ALLOWANCE AND PAYMENT OF CERTAIN ADMINISTRATIVE CLAIMS

1. Professional Fee Claims.

(a) On the Effective Date, the Trustee or Liquidating Trustees, as applicable, shall pay all amounts owing to Professionals for all outstanding amounts relating to prior periods through the Effective Date approved via any Professional Fee Order; *provided*, however, that Professionals shall continue to prepare fee applications in accordance with the Bankruptcy Code and any applicable Professional Fee Order (or such other order or orders as may be applicable to a Professional) for services rendered and expenses incurred up to the Effective Date. The CP&A Trust Assets and the Pettit Trust Assets shall be used jointly and severally by the Liquidating Trustees to pay the remaining Fee Claims owing to the Professionals following the entry of a Professional Fee Order.

(b) All final requests for compensation or reimbursement of Fee Claims pursuant to sections 327, 328, 330, 331, 363, 503(b), or 1103 of the Bankruptcy Code for services rendered to or on behalf of the Trustee prior to the Effective Date must be filed and served on the Liquidating Trustees and its counsel no later than forty-five (45) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court. Objections to applications of such Professionals or other Persons for compensation or reimbursement of expenses must be filed and served on the Liquidating Trustees, their counsel, and the requesting Professional or other Person no later than twenty-one (21) days (or such longer period as may be allowed by order of the Bankruptcy Court or agreed to by the parties) after the date on which the applicable application for compensation or reimbursement was served.

2. Administrative Claims.

The Confirmation Order will establish the Administrative Claim Bar Date. Holders of asserted Administrative Claims, other than Fee Claims, claims for U.S. Trustee fees under 28

U.S.C. § 1930, Administrative Tax Claims, other claims under title 28 of the United States Code asserted as Administrative Claims, and administrative ordinary course liabilities, shall file with the Bankruptcy Court a request for the allowance and payment of such Administrative Claim on or before the Administrative Claims Bar Date or forever be barred from doing so. A notice prepared by the Trustee or the Liquidating Trustees, as applicable, will set forth such date and constitute notice of this Administrative Claim Bar Date. The Trustee or the Liquidating Trustees, as the case may be, shall have no less than twenty-one (21) days (or such longer period as may be allowed by order of the Bankruptcy Court) following the Administrative Claims Bar Date to review and object to such Administrative Claims before a hearing for determination of allowance of such Administrative Claims.

3. Administrative Ordinary Course Liabilities.

Holders of Administrative Claims that are based on liabilities incurred in the ordinary course of the applicable Debtors' business (other than Claims of a Professional Person for Fees or of Governmental Units for taxes and for interest and/or penalties related to such taxes) shall not be required to file any request for payment of such Claims. Such Administrative Claims, unless disputed in writing by the Trustee or the Liquidating Trustees, as applicable, shall be assumed and paid by the Trustee (before the Effective Date) or Liquidating Trustees (on or after the Effective Date), in Cash, pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Claim.

4. Administrative Tax Claims.

All requests for payment of Administrative Claims by a Governmental Unit (and for interest and/or penalties related to such taxes) for any tax year or period, all or any portion of which occurs or falls within the period from and including the Petition Date through and including the Effective Date, and for which no bar date has otherwise been previously established, must be filed and served on the Liquidating Trustees and any other party specifically requesting a copy in writing on or before the later of (a) thirty (30) days following the Effective Date; or (b) one hundred and twenty (120) days following the filing of the tax return for such taxes for such tax year or period with the applicable Governmental Unit. Any holder of any such Claim that is required to file a request for payment of such taxes and does not file and properly serve such a Claim by the applicable bar date shall be forever barred from asserting any such Claim against the Estates, the Liquidating Trusts, or the Liquidating Trust Assets, regardless of whether any such Claim is deemed to arise prior to, on, or subsequent to the Effective Date. Any interested party desiring to object to an Administrative Claim for taxes must file and serve its objection on counsel to the Liquidating Trustees and the relevant Governmental Unit no later than ninety (90) days after the Governmental Unit files and serves its application.

ARTICLE XIII
CONFIRMATION AND CONSUMMATION OF THE PLAN

1. Conditions Precedent to Confirmation and Effectiveness.

The Plan shall not become effective until the following conditions shall have been satisfied or waived by the Trustee:

(a) the Confirmation Order shall have been entered in form and substance acceptable to the Trustee and the Committee and become a Final Order and has not been stayed, modified, or vacated on appeal;

(b) the Plan Supplement, including the Liquidating Trust Agreements, has been filed;

(c) the appointment of the Liquidating Trustees shall have been authorized, approved and confirmed by order of the Bankruptcy Court and the Liquidating Trust Agreements shall have been executed under applicable non-bankruptcy law;

(d) all of the foregoing conditions have been satisfied or waived on or before thirty days after the Confirmation Date; and

(e) a notice of the Effective Date shall have been filed by the Trustee or the Liquidating Trustees and thereafter served upon all parties requesting such notice in these Cases.

The Trustee may waive the occurrence of, or modify, any of the foregoing conditions precedent to the Effective Date (except for entry of the Confirmation Order in Section 13.1(a)). Any such waiver may be effected at any time, without notice, without leave or order of the Bankruptcy Court, and without any formal action other than proceeding to consummate the Plan. Any actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any other such action.

2. Revocation of Plan.

The Plan may be revoked or withdrawn at any time before the Effective Date, but only by the Trustee. If the Trustee revokes or withdraws this Plan, or if confirmation of this Plan does not occur, then, (i) this Plan shall be deemed null and void; and (ii) nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Estates, as the case may be, or any other Person or to prejudice in any manner the rights of the Trustee or person in any further proceedings involving the Liquidating Trustees.

3. Substantial Consummation.

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

4. Non-Material Modifications.

The Trustee, or Liquidating Trustees, as applicable, may, with approval of the Bankruptcy Court and without notice to all holders of Claims and Interests, correct any defect, omission, or inconsistency in the Plan in such manner and to such extent as may be necessary or desirable. The Trustee or Liquidating Trustees, as applicable may undertake such nonmaterial modification pursuant to this Section 13.4 insofar as it does not adversely change the treatment of the Claim of any Creditor or the interest of any Interest holder who has not accepted in writing the modification.

5. Material Modifications.

Modifications of this Plan may be proposed in writing by the Trustee, after consulting with the Committee at any time before confirmation, provided that this Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code and the Trustee shall have complied with section 1125 of the Bankruptcy Code. This Plan may be modified at any time after confirmation and before its Substantial Consummation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, the Trustee has consulted with the Committee on such modifications, the Bankruptcy Court, after notice and a hearing, confirms the Plan, as modified, under section 1129 of the Bankruptcy Code, and the circumstances warrant such modification. A holder of a Claim or Interest that has accepted or rejected this Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection. Notwithstanding anything to the contrary herein, the Committee's right to object to any proposed modification of the Plan is fully reserved.

ARTICLE XIV

EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

1. Satisfaction of Claims.

Except as otherwise provided herein, the rights afforded in the Plan and the treatment of all Claims and Interests herein shall be in exchange for and in complete satisfaction and release of all Claims and Interests of any nature whatsoever against the Estates or derivatively through the Debtors or the Estates, Assets, properties, or interests in property. Except as otherwise provided herein, all Persons shall be precluded and forever barred from asserting against the Estates, Assets, properties, or interests in property any event, occurrence, condition, thing, or other or further Claims or Causes of Action based upon any act, omission, transaction, or other activity of any kind or nature that occurred or came into existence prior to the Effective Date, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date; provided, however, that Christopher John Pettit and Chris Pettit & Associates, P.C. shall not receive a discharge.

2. Good Faith.

As of the Confirmation Date, the Trustee shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code.

3. Setoffs.

Except as otherwise expressly provided for in the Plan, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the holder of a Claim, the Liquidating Trustees may offset against any Allowed Claim and the payments to be made pursuant to the Plan on account of such Allowed Claim (before such payment is made), any claims, rights, Estate Defenses, and Causes of Action of any nature that the Estates may hold against the holder of such Allowed Claim, to the extent such claims, rights, Estate Defenses, or Causes of Action against such holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); **provided, however**, that neither the failure to effect such a setoff nor the Allowance of any Claim or Interest pursuant to the Plan shall constitute a waiver or release by the Liquidating Trustees of any such claims, rights, Estate Defenses, and Causes of Action that the Liquidating Trustees may possess against such Claimant.

4. Recoupment.

In no event shall any holder of Claims or Interests be entitled to recoup any Claim or Interest against any claims, rights, or Causes of Action of the Estates or the Liquidating Trustees, as applicable, unless: (i) such holder actually provides notice thereof in writing to the Liquidating Trustees of its intent to perform a recoupment; and (ii) such notice includes the amount to be recouped by the holder of the Claim or Interest and a specific description of the basis for the recoupment. Notwithstanding the foregoing, nothing in this Plan shall be deemed to deprive or prevent the Trustee or the Liquidating Trustees, as applicable, from seeking a judicial determination from the Bankruptcy Court or any other court of competent jurisdiction regarding the validity and extent of such Claimant's recoupment rights.

5. Constructive Trust and Equitable Rights.

As of the Effective Date, in no event shall any Person, including any holder of Claims or Interests, be entitled to assert any constructive trust, ear marking, equitable lien, or other equitable interest, remedy, or reservation against any CP&A Trust Assets or any Pettit Trust Assets, other than the beneficial interests in the Liquidating Trusts issued under this Plan. For avoidance of doubt, the Liquidating Trust Assets shall transfer to the Liquidation Trusts free and clear of all constructive or equitable trust, earmarking claim, equitable lien, or other equitable interest or remedy and free of any related reservations contained in any Prior Order.

6. Satisfaction of Subordination Rights.

No subordination rights or agreements between Claimants shall be binding or enforceable against the Liquidating Trustees in the performance of this Plan and the Liquidating Trust Agreements. Distributions to the various Classes of Claims hereunder shall not be subject to levy, garnishment, attachment, or similar legal process by any Claim holder by reason of any claimed subordination rights or otherwise, so that each Claim holder shall have and receive the benefit of the Distributions in the manner set forth in the Plan.

7. Turnover.

On the Effective Date, any rights of the Estates to compel turnover of Assets under applicable non-bankruptcy law and pursuant to sections 542 or 543 of the Bankruptcy Code shall be deemed transferred to and vested in the Liquidating Trustees. The Liquidating Trustees may exercise such rights with respect to any property that may be arguably have been Property of the Estates to the fullest extent allowable under applicable law and authority.

8. Subordination.

On the Effective Date, the rights of the Trustee to seek subordination of any Claim or Interest pursuant to section 510 of the Bankruptcy Code shall be fully reserved and vested in the Liquidating Trustees to pursue, if deemed prudent, by the Liquidating Trustees, and the treatment afforded any Claim or Interest that becomes a Subordinated Claim at any time shall be modified to reflect such subordination.

9. Automatic Stay.

The automatic stay pursuant to section 362 of the Bankruptcy Code, except as previously modified by the Bankruptcy Court, shall remain in effect until the Effective Date of the Plan as to the Debtors, the Estates, and all Assets. Upon the Effective Date, the automatic stay shall be replaced by the injunction set forth in the Plan.

**ARTICLE XV
JURISDICTION IN THE BANKRUPTCY AND OTHER COURTS**

1. Retention of Jurisdiction.

Pursuant to sections 1334 and 157 of title 28 of the United States Code, the Bankruptcy Court shall retain exclusive jurisdiction of all matters arising in, arising under, and related to the Cases and the Plan, for the purposes of sections 105(a) and 1142 of the Bankruptcy Code, and for, among other things, the following purposes:

(a) To hear and determine any and all Objections to or applications concerning the allowance of Claims or the allowance, classification, priority, compromise, estimation, or payment of any Administrative Claim or Claim, and to subordinate any Claim or Interest in accordance with any contractual, legal, or equitable subordination principles;

(b) To hear and determine all Fee Claims;

(c) To hear and determine pending applications for the rejection, assumption, or assumption and assignment of Unexpired Leases and Executory Contracts and any disputes over Cure Amounts resulting therefrom, and to determine the rights of any party in respect to the assumption or rejection of any Executory Contract or Unexpired Lease;

(d) To hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(e) To hear and determine any and all motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the entry of the Confirmation Order, including any remands or appeals;

(f) To hear and determine all controversies, disputes, and suits which may arise in connection with the execution, interpretation, implementation, consummation, or enforcement of the Plan, the Confirmation Order, any transactions or payments in furtherance of either, any agreement, instrument, or other document governing or related to any of the foregoing, or in connection with the enforcement of any remedies made available under the Plan, including without limitation, (i) adjudication of all rights, interests, or disputes relating to any of the Assets, (ii) the valuation of all Collateral, including hearing all valuation motions, (iii) the determination of the validity of any Lien or claimed right of setoff; and (iv) determinations of objections to Disputed Claims, including any disputes concerning reserves with respect to Disputed Claims or the administration thereof;

(e) To liquidate any disputed, contingent, or unliquidated Claims;

(f) To ensure that Distributions to holders of Allowed Claims are accomplished as provided in this Plan and the Confirmation Order;

(g) To determine all issues relating to the enforcement, fixing, or liquidation of Claims;

(h) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(i) To enable the Liquidating Trustees to prosecute any and all proceedings which may be brought to set aside Liens or encumbrances and to recover any transfers, assets, properties, or damages to which the Liquidating Trusts may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state, or local laws, including Causes of Action, controversies, disputes, and conflicts between the Liquidating Trustees and any other party, including, but not limited to, any Objections to Claims and Causes of Action, including Avoidance Actions or equitable subordination.

(j) To hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(k) To issue and enforce injunctions (including the Plan injunction), enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(l) To provide for and approve any sale after the Effective Date of any of the Estate Assets free and clear of all Liens, Claims, and Interests;

(m) To take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release, exculpation, or injunction provisions set forth in this Plan, or to maintain the integrity of this Plan following the occurrence of the Effective Date;

(n) To hear and determine any other matter not inconsistent with the Bankruptcy Code and title 28 of the United States Code;

(o) To resolve any disputes concerning whether a Person had sufficient notice of the Cases, the Disclosure Statement, any solicitation conducted in connection with the Cases, any bar date established in the Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(p) To recover all Assets of the Debtors and property of the Estates, wherever located;

(q) To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(r) To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code; and

(s) To enter a final decree closing these Cases.

2. Abstention and Other Courts.

Nothing herein shall affect the right of the Liquidating Trustees to assert Causes of Action or Estate Defenses or otherwise seek any appropriate relief in any court of competent jurisdiction. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of or relating to these Cases, this Section 15.2 of the Plan 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.

ARTICLE XVI MISCELLANEOUS PROVISIONS

1. Severability.

Should the Bankruptcy Court determine that any provision of the Plan is unenforceable either on its face or as applied to any Claim or Interest or transaction, the Liquidating Trustees may modify the Plan in accordance with Sections 13.4 and 13.5 hereof so that such provision shall

not be applicable to the holder of any Claim or Interest. Such a determination of unenforceability shall not (a) limit or affect the enforceability and operative effect of any other provision of the Plan or (b) require the re-solicitation of any acceptance or rejection of the Plan.

2. Oral Agreements; Modification of Plan; Oral Representations or Inducements.

The terms of the Plan, Disclosure Statement, and Confirmation Order may not be changed, contradicted, or varied by any oral statement, agreement, warranty, or representation. The Plan may only be modified, amended, or supplemented in writing signed by the Liquidating Trustees or an alternate authorized representative of the Liquidating Trustees. The Trustee, his bankruptcy counsel, and their other Professionals make no representations, warranties, promises, or inducements relating to the Plan or its confirmation except as expressly set forth in this Plan or the Disclosure Statement. Notwithstanding anything to the contrary herein, the Committee's right to object to any modification of the Plan is fully reserved.

3. Waiver.

Neither the Trustee nor the Liquidating Trustees shall be deemed to have waived any right, power, or privilege pursuant to the Plan, unless the waiver is in writing and signed by an authorized representative of the Trustee (before the Effective Date) or the Liquidating Trustees (after the Effective Date). There shall be no waiver by implication, course of conduct or dealing, or through any delay or inaction by the Trustee or Liquidating Trustees, as applicable, of any right pursuant to the Plan, including the provisions of this anti-waiver section. The waiver of any right under the Plan shall not act as a waiver of any other or subsequent right, power, or privilege.

4. Construction.

This Plan shall control over any inconsistent term of the Disclosure Statement or any other Plan Document. The Confirmation Order shall control over any inconsistent provision of the Plan, Disclosure Statement, and other Plan Documents.

5. Notice.

Any notice or communication required or permitted by the Plan shall be in writing given, made, or sent as follows:

(a) If to a Creditor, notice may be given as follows: (i) if the Creditor has filed no proof of claim, then to the address reflected in the Schedules, or (ii) if the Creditor has filed a proof of claim, then to address reflected in the proof of claim.

(b) If to the Chapter 11 Trustee, notice shall be sent to the following address:

Eric Terry, Chapter 11 Trustee
eric@ericterrylaw.com
3511 Broadway
San Antonio, Texas 78209
Telephone: (210) 468-8274

With a copy to counsel:

Wick Phillips Gould and Martin, LLP
Attention: Jason M. Rudd
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Telephone: (214) 692-6200
jason.rudd@wickphillips.com

- (c) If to the Committee, notice shall be sent to the following address:

Official Committee of Unsecured Creditors of CP&A, P.C.
c/o Loretta Persyn, Committee Chair
10018 Tezel Rd.
San Antonio, Texas 78254
Email: lorettapersyn@yahoo.com

- (d) If to the Liquidating CP&A Trustee, notice shall be sent to the following address:

Eric Terry
eric@ericterrylaw.com
3511 Broadway
San Antonio, Texas 78209
Telephone: (210) 468-8274

With a copy to counsel:

Wick Phillips Gould and Martin, LLP
Attention: Jason M. Rudd
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Telephone: (214) 692-6200
jason.rudd@wickphillips.com

- (e) If to the Liquidating Pettit Trustee, notice shall be sent to the following address:

Eric Terry
eric@ericterrylaw.com
3511 Broadway
San Antonio, Texas 78209
Telephone: (210) 468-8274

With a copy to counsel:

Wick Phillips Gould and Martin, LLP
Attention: Jason M. Rudd
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Telephone: (214) 692-6200
jason.rudd@wickphillips.com

(f) Any Creditor desiring to change its address for the purpose of notice may do so by giving notice to the Liquidating Trustees of its new address.

(g) Any notice given, made, or sent as set forth above shall be in writing and effective upon being (i) deposited in the United States Mail, postage prepaid, addressed to the addressee at the address as set forth above; (ii) delivered by hand or messenger to the addressee at the address set forth above; (iii) telecopied to the addressee as set forth above, with a hard confirmation copy being immediately sent through the United States Mail; or (iv) delivered for transmission to an expedited or overnight delivery service such as FedEx.

6. Compliance with All Applicable Laws.

If notified by any governmental authority they are in violation of any applicable law, rule, regulation, or order of such governmental authority relating to their businesses, the Liquidating Trustees shall comply with such law, rule, regulation, or order; provided that nothing contained herein shall require such compliance if the legality or applicability of any such requirement is being contested in good faith in appropriate proceedings and, if appropriate, an adequate reserve has been set aside on the books of the Liquidating Trustees or as set forth in the Liquidating Trust Agreements.

7. Binding Effect.

The Plan shall be binding upon, and shall inure to the benefit of the Liquidating Trustees, the holders of the Claims or Liens, the holders of Interests, and their respective successors in interest and assigns.

8. Governing Law, Interpretation.

Unless a rule of law or procedure supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) is applicable, the internal laws of the State of Texas shall govern the construction and implementation of the Plan and any Plan Documents without regard to conflicts of law. The Plan shall control any inconsistent term or provision of any other Plan Documents, except as set forth in Section 16.4 above.

9. Payment of Statutory Fees.

All fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid on or before the Effective Date and thereafter as such statutory fees become due.

10. Filing of Additional Documents.

On or before Substantial Consummation of the Plan, the Trustee or Liquidating Trustees, as applicable, may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

11. Dissolution of Committee.

On the Effective Date, the Committee shall dissolve and the members of the Committee shall be released, exculpated, and discharged from all authority, duties, responsibilities, and obligations related to and arising from and in connection with these Cases, provided that the Committee shall continue to exist solely with respect to (i) any applications for expense reimbursements for members of such Committee including preparing same, objecting to same, defending same, and attending any hearing with respect to same; (ii) any motions or other actions seeking enforcement of implementation of the provisions of the Plan or the Confirmation Order; and (iii) any appeal pending as of the Effective Date or filed thereafter, the outcome of which could affect the treatment of prepetition creditors.

12. No Admissions.

Notwithstanding anything in the Plan to the contrary, nothing in the Plan shall be deemed as an admission by the Trustee on behalf of the Estates with respect to any matter set forth in the Plan, including liability on any Claim.

13. Plan Supplement.

Any and all Exhibits, lists, or schedules not filed with the Plan shall be contained in the Plan Supplement and filed with the Clerk of the Bankruptcy Court on or before the Plan Supplement Filing Date or such other filing deadline as may be approved by the Bankruptcy Court. Holders of Claims or Interests may also obtain a copy of the Plan Supplement upon written request to the Trustee. Notwithstanding the foregoing, the Trustee may amend the Plan Supplement and any attachments thereto, through and including the Confirmation Date.

14. Disclaimer for Governmental Units.

Notwithstanding anything in the Plan, the Disclosure Statement, the Confirmation Order, the Plan Supplement, or any other Plan Document, nothing shall discharge, release, preclude, or enjoin (a) any liability of the Debtors to any Governmental Unit that is not a Claim; (b) any Claim of a Governmental Unit arising on or after the Effective Date; (c) any police or regulatory liability owed to a Governmental Unit, including, without limitation, any police or regulatory liability such Person would be subject to as the post-Effective Date owner or operator of property; (d) any Claim of or liability to a Governmental Unit on the part of any Person other than the Debtors; or (e) any obligations preserved or established in the Plan. Nor shall anything in the Plan, the Disclosure Statement, the Confirmation Order, the Plan Supplement, or any other Plan Document enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside this Bankruptcy Court, any liability described in the preceding sentence.

15. Exemption from Securities Laws.

The issuance of and the distribution under this Plan of the beneficial interests in the Liquidating Trusts shall be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code.

16. Article 1146 Exemption.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

17. Section 1125(e) Good Faith Compliance.

The Trustee, the Committee, and each of their respective Related Parties, shall be deemed to have acted in “good faith” under section 1125(e) of the Bankruptcy Code, and the Confirmation Order shall including a finding of fact to that effect.

18. Further Assurances.

The Trustee, the Liquidating Trustees, all holders of Claims and Interests receiving Distributions hereunder and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

[Signature Page Immediately Follows]

Dated: November 15, 2024

Respectfully Submitted,

Eric Terry, Chapter 11 Trustee.

By: /s/ Eric Terry

3511 Broadway

San Antonio, Texas 78209

Telephone: (210) 468-8274

WICK PHILLIPS GOULD AND MARTIN, LLP

By: /s/ Jason M. Rudd

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