UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION

IN RE:

COMMUNITY HOME FINANCIAL SERVICES, INC.,
DEBTOR.

CASE NO. 12-01703-JAW

CHAPTER 11

JOINT THIRD AMENDED CHAPTER 11 PLAN OF LIQUIDATION OF THE ESTATE OF COMMUNITY HOME FINANCIAL SERVICES, INC. PROPOSED BY THE TRUSTEE, KRISTINA M. JOHNSON, AND CREDITORS, EDWARDS FAMILY PARTNERSHIP LP AND BEHER HOLDINGS TRUST DATED AS OF MAY 15, 2023

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The Trustee, Kristina M. Johnson, and creditors, Edwards Family Partnership LP and Beher Holdings Trust, propose the following Joint Third Amended Chapter 11 Plan of Liquidation (the "**Plan**") for the resolution of the outstanding claims against the Estate of Community Home Financial Services, Inc. (the "**Debtor**" or "**CHFS**").

ARTICLE I
DEFINED TERMS AND RULES OF INTERPRETATION

In addition to such other terms as may be defined in other Sections of the Plan, the following capitalized terms will have the following meanings:

Section 1.1 **"Administrative Claim"** means a Claim for costs and expenses of administration allowed under sections 503(b), or 507(a)(2) of the Bankruptcy Code, including (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the Debtor's business, including (but not limited to) the costs of Servicing the Loans (b) the Professional Fee Claims, (c) the U.S. Trustee Fees, and (d) the Trustee's Fees.

Section 1.2 **"Administrative Claim Bar Date"** means the date by which all requests for payment of Administrative Claims are required to be Filed with the Bankruptcy Court, which date is sixty (60) days after the Effective Date. For the avoidance of doubt, Administrative Claims for the Servicing of the Loans as provided by the order approving the Servicer shall not be required to be filed by the Servicer except to the extent incurred before the Effective Date but not paid by the most recent monthly remittance by the Trustee for said servicing before the Effective Date.

Section 1.3 **"Affiliate"** has the same meaning set forth in section 101(2) of the Bankruptcy Code.

Section 1.4 **"Allowed"** means, (a) when used with respect to an Administrative Claim, all or any portion of an Administrative Claim (i) that has been adjudicated in favor of the Holder by a Final Order, or (ii) that is specifically deemed allowed pursuant to the Plan, or (iii) for which a Proof of Claim in a liquidated amount has been timely Filed with the Bankruptcy Court pursuant to the Bankruptcy Code, any Final Order of the Bankruptcy Court, or other applicable bankruptcy law, and as to which no objection to its allowance has been Filed within the periods of limitation fixed by the Plan, the Bankruptcy Code, or any Order of the Bankruptcy Court; or (b) when used with respect to a Claim other than an Administrative Claim, such Claim or any portion thereof (i) that has been allowed, or adjudicated in favor of the Holder by a Final Order, or (ii) as to which (x) no Proof of Claim has been Filed (y) the liquidated and noncontingent amount of which is included in the Schedules, other than a Claim that is included in the Schedules as Disputed, and (z) no objection has been filed or (iii) for which a Proof of Claim in a liquidated amount has been timely Filed with the Bankruptcy Court pursuant to the Bankruptcy Code, any Final Order of the Bankruptcy Court, or other applicable bankruptcy law, and as to which no objection to its allowance has been Filed within the periods of limitation fixed by the Plan, the Bankruptcy Code, or any Order of the Bankruptcy Court, or (iv) that is

expressly deemed allowed pursuant to the Plan. For the avoidance of doubt, notwithstanding anything herein to the contrary, the EFP/BHT Claim is deemed Allowed.

Section 1.5 **"Bankruptcy Case"** means the bankruptcy case in the Bankruptcy Court under chapter 11 of the Bankruptcy Code, captioned *In re Community Home Financial Services, Inc.*, 12-01703-JAW (Bankr. S.D. Miss.).

Section 1.6 **"Bankruptcy Code"** means title 11 section 101 *et seq.* of the United States Code, as amended from time to time.

Section 1.7 **"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of Mississippi, Jackson Division, having jurisdiction over the Bankruptcy Case.

Section 1.8 **"Bankruptcy Rules"** mean the Federal Rules of Bankruptcy Procedure as provided by the United States Supreme Court under section 2075 of title 28 of the United States Code, and any Local Rules of the Bankruptcy Court.

Section 1.9 **"BHT"** means Beher Holdings Trust, a Bermuda Trust, or its assigns or designees.

Section 1.10 **"Business Day"** means any day other than a Saturday, Sunday, or other day on which commercial banks in Jackson, Mississippi are required or authorized to close by law or executive order.

Section 1.11 **"Cash"** means legal tender of the United States of America and equivalents thereof.

Section 1.12 **"Claim"** has the same meaning as set forth in section 101(5) of the Bankruptcy Code.

Section 1.13 **"Class"** means a category of Holders of Claims, as more fully described in Article II of the Plan.

Section 1.14 **"Clerk"** means the Clerk of the Bankruptcy Court.

Section 1.15 "**Collateral**" means any property or interest in property of the Estate subject to an unavoidable Lien securing the payment or performance of a Claim.

Section 1.16 **"Confirmation"** means the entry of an Order by the Bankruptcy Court confirming the Plan.

Section 1.17 **"Confirmation Date"** means the date on which the Clerk enters the Confirmation Order on the Docket.

Section 1.18 **"Confirmation Order"** means the Order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

Section 1.19 **"Cure Amount Claim"** means a Claim for all unpaid monetary obligations, or such lesser amount as may be agreed upon by the parties, under an Executory Contract or Unexpired Lease assumed pursuant to section 365 of the Bankruptcy Code or the Plan.

Section 1.20 **"Debtor"** has the meaning set forth in the introductory paragraph of the Plan.

Section 1.21 **"Dickson Claim"** means a Claim or Interest held by any Dickson Related Parties. The Dickson Claim and all Interests are disallowed.

Section 1.22 **"Dickson Related Parties"** means William D. "Butch" Dickson ("**Dickson**") and any of his Insiders, Affiliates, Insider of Affiliates, including, but not limited to, the Debtor, Discount Mortgage, Inc., Discount Home Mortgage, Inc., Double S Construction Inc., Crisco Investments, Inc., Victory Consulting Group, Inc., William D. Dickson Enterprises Inc., Phalanx, Inc., Phalanx, S.A., Philanfin, S.A., Bonami, S.A., Piranha, S.A., Reshonda Rhodes, Mary Madison Foundation, Brookwood-Byram Country Club, Inc., Colby Dickson, Cristen Dickson Nelson, Beau Nelson, Carol Runnels, W.W. Warren Foundation, any former employee of the Debtor (except as otherwise provided herein or by separate order of the Bankruptcy Court), or the predecessors, successors, assigns, designees, officers, directors, principals, shareholders, members, partners, employees, agents, representatives, trustees, direct beneficiaries, or indirect beneficiaries of the corporate entities referenced in this Section.

Section 1.23 **"Disbursing Agent"** means for all purposes under this Plan, the Trustee.

Section 1.24 **"Disclosure Statement"** means, as amended, the *Third Amended Disclosure Statement for the Joint Third Amended Chapter 11 Plan of Liquidation of the Estate of Community Home Financial Services, Inc. Proposed by the Trustee, Kristina M. Johnson and Creditors, Edwards Family Partnership and Beher Holdings Trust Dated as of May 15, 2023* **[Dkt. #3255]**.

Section 1.25 **"Disputed"** means, as to any Administrative Claim or Claim against or Interest in the Estate, (a) any Claim, proof of which was required to be Filed by Order of the Bankruptcy Court, but as to which a Proof of Claim was not timely or properly Filed, (b) any Claim which was timely and properly Filed, but which has been or hereafter is listed on the Schedules as unliquidated, disputed, contingent, at zero, or in an unknown amount, (c) any Administrative Claim, Claim or Interest which is disputed under the Plan, (d) any Claim or Administrative Claim for which an objection is filed, or (e) any Administrative Claim, Claim or Interest, to which the Trustee or, if not prohibited by the Plan, any other party in interest has interposed a timely objection, which objection has not been withdrawn or determined by a Final Order. Any Claim that is deemed Allowed pursuant the Plan is not Disputed within the meaning of this definition.

Section 1.26 **"Distribution"** means a payment in Cash, or in kind, made by the Trustee to the Holder of an Allowed Claim on account of such Allowed Claim pursuant to the terms and conditions of the Plan.

Section 1.27 **"Distribution Record Date"** means the first Business Day after the Confirmation Date.

Section 1.28 **"Docket"** means the docket in the Bankruptcy Case maintained by the Clerk.

Section 1.29 **"Dr. Edwards"** means Dr. Charles C. Edwards in his individual capacity or, where applicable or otherwise indicated, in his capacity as general partner of EFP and/or as investment manager for BHT, or their assigns or designees.

Section 1.30 **"Edwards Adversary Proceedings"** means the adversary proceedings in this Bankruptcy Case, captioned *Cmty. Home Fin. Servs., Inc. & William D. Dickson v. Edwards Family P'ship, LP & Beher Holdings Trust*, Adv. Proc. 12-00091-JAW (Bankr. S.D. Miss.), *Cmty. Home Fin. Servs., Inc. v. Charles Edwards, M.D., Edwards Family P'ship, LP,* Adv. Proc. No. 13-00104-JAW (Bankr. S.D. Miss.); *Kristina M. Johnson, Trustee v. Edwards Family Partnership, LP, et al.,* Adv. Proc. 15-00080-JAW (Bankr. S.D. Miss.).

Section 1.31 **"Effective Date"** means the first Business Day after which the conditions specified in Section 8.1 of the Plan have been satisfied or waived in accordance with Section 8.2.

Section 1.32 "**EFP**" means Edwards Family Partnership, LP, a Delaware limited partnership, or its assigns or designees.

Section 1.33 **"EFP/BHT"** means Dr. Edwards, the Edwards Family Partnership LP and the Beher Holdings Trust, or their assigns or designees.

Section 1.34 **"EFP/BHT Claim"** means any Claim, whether a secured claim, an unsecured Claim, or interest in Loans held by the Edwards Family Partnership, Beher Holdings Trust, their assigns or designees, or Affiliates, Insiders, or Insiders of Affiliates, including but not limited to Proofs of Claim 4-1, 5-1, 6-1, 7-1, 8-1, and 9-1 filed by EFP/BHT. The EFP/BHT Claims are treated in Class 3 of the Plan and includes the EFP/BHT Secured Claims, the EFP Secured Claim, and the EFP Purchased Unsecured Claims

Section 1.35 **"EFP/BHT Secured Claims"** means the Claims of EFP and BHT determined by the Fifth Circuit Court of Appeals to be secured by the Home Improvement Loans. The EFP/BHT Secured Claims are treated in Class 3 of the Plan.

Section 1.36 **"EFP Secured Claim"** means the Claim determined by the Bankruptcy Court to be held by EFP and to be a Secured Claim for an amount the parties stipulated to be $1,728,804 as of the Petition Date. The EFP Secured Claim is treated in Class 3 of the Plan.

Section 1.37 **"EFP Purchased Unsecured Claims"** means the Claims purchased by EFP for which Transfer of Claims have been filed more specifically described as Transfer of Claim Joe Logan $100,000 **[Dkt. No. 1598]**, Transfer of Claim, Cadwell, Sandford, Delbert & Gary, $3,655.42 **[Dkt. No. 2468]**, Transfer of Claim, Fred Carpenter **[Dkt. No. 2469]**, and Transfer of Claim, Airespring, $4,308.00 **[Dkt. No. 3060]**. The EFP/BHT Purchased Unsecured Claims are treated in Class 3 of the Plan.

Section 1.38 **"Entity"** means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, unincorporated organization, estate, trust, governmental unit or other entity (notwithstanding origin of incorporation or formation), including the Trustee and the Office of the United States Trustee, whether singular or plural.

Section 1.39 **"Estate"** means the estate of the Debtor as created upon the commencement of the Bankruptcy Case by section 541 of the Bankruptcy Code.

Section 1.40 **"Exculpated Parties"** means to the extent allowed by applicable law, the Trustee and her Professionals, each in their capacities as such and with respect to each as entities, such entities' predecessors, successors, assigns, designees, officers, directors, principals, shareholders, members, partners, employees, agents, or representatives, but specifically excluding Dickson Related Parties. For avoidance of doubt, the Servicer is an Exculpated Party.

Section 1.41 **"Executory Contract"** means a contract to which the Estate remains a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code, or any remaining post-petition contract.

Section 1.42 **"File," "Filed" or "Filing"** means file, filed or filing with the Bankruptcy Court or its authorized designee in the Bankruptcy Case.

Section 1.43 **"Final Fee Application"** means an application for final allowance of a Professional Fee Claim.

Section 1.44 **"Final Judgment on Edwards Trial"** means the *Final Judgment on the Third Amended Complaint in Adversary Proceeding 12-00091-JAW Consolidated Amended Complaint in Adversary Proceeding 13-00104-JAW; Amended Complaint for Turnover, Recovery of Property Transferred Post-Petition, Damages, Declaratory Relief, Equitable Subordination, and Other Relief in Adversary Proceeding 15-00080-JAW; and Consolidated Contested Matters*, entered by the Bankruptcy Court on February 27, 2018 **[Dkt. #2183]**, as reversed and vacated in part, *In the Matter of: Community Home Financial Services Corporation (Edwards Family Partnership, L. P. et al. v. Johnson*, No. 20-61011 (5th Circuit, April 27, 2022).

Section 1.45 **"Final Judgment on Trustee's Dickson Trial"** means the *Final Judgment on First Amended Verified Complaint to: (1) Recovery Money, Damages or Property; (2) To Avoid Pre-Petition and Post-Petition Transfers; (3) For Turnover of Property;*

(4) For Injunctive Relief; and (5) For Equitable Subordination, entered by the Bankruptcy Court on February 27, 2018 [**Dkt. #2188**].

Section 1.46 **"Final Order"** means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction, as entered on the Docket in the Bankruptcy Case, or on the docket of any other court of competent jurisdiction, as applicable, the operation or effect of which has not been stayed, reversed, modified or amended, and as to which order or judgment (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing or leave to appeal has expired and as to which no appeal or petition for review or rehearing or leave to appeal was Filed or, if Filed, no appeal or petition for review or rehearing remains pending; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed with respect to such order or judgment shall not cause such order or judgment not to be a Final Order.

Section 1.47 **"Foreign Loans"** means loans purchased or originated outside of the United States using funds believed to be traceable to the Debtor or Dickson, directly or indirectly.

Section 1.48 **"Holder"** means any Entity that holds a Claim or Interest.

Section 1.49 **"Home Improvement Loan Adversary"** means the adversary proceeding originally captioned *Cmty. Home Fin. Servs., Inc. & William D. Dickson v. Edwards Family P'ship, LP & Beher Holdings Trust*, Adv. Proc. No. 12-00091-JAW (Bankr. S.D. Miss.), and subsequently captioned *Kristina M. Johnson, Trustee of the Estate of Cmty. Home Fin. Servs., Inc. v. Edwards Family P'Ship; Beher Holdings Trust*, Adv. Proc. No. 12-00091-JAW (Bankr. S.D. Miss.).

Section 1.50 **"Home Improvement Loans"** means the consumer mortgage loans identified in the Final Judgment on Edwards Trial and litigated in the Home Improvement Loan Adversary purchased by CHFS from various unrelated entities with funds ultimately loaned from EFP/BHT, or their affiliates, in which EFP and BHT have a perfected first lien security interest as determined by the Fifth Circuit Court of Appeals in *In the Matter of: Community Home Financial Services Corporation (Edwards Family Partnership, L. P. et al. v. Johnson*¸ No. 20-61011 (5th Circuit, April 27, 2022).

Section 1.51 **"Impaired"** means, with respect to any Claim or Interest, that such Claim or Interest is impaired within the meaning of section 1124 of the Bankruptcy Code.

Section 1.52 **"Insider"** has the same meaning as set forth in section 101(31) of the Bankruptcy Code.

Section 1.53 **"Interest"** means any interest in the Debtor that is an "equity security" within the meaning of section 101(16) of the Bankruptcy Code, or any similar interest in an Entity that is recognized under applicable law. Interests are disallowed.

Section 1.54 **"Lien"** has the same meaning as set forth in section 101(37) of the Bankruptcy Code.

Section 1.55 **"Loan"** means any advance of money or other credit evidenced by a promissory note, contract, or similar instrument (whether secured or unsecured) and related documents executed by a borrower that: (a) was purchased by or serviced by the Debtor, (b) is owned or serviced by the Debtor's Estate as of the Effective Date, (c) has been identified by the Trustee, and (d) has not been satisfied by the obligor as of the Effective Date and released by the Debtor or the Estate. For avoidance of doubt, Loan includes, but is not limited to the Home Improvement Loans and the loans in the Mortgage Loan Portfolios, Unclassified Loans and Foreign Loans.

Section 1.56 **"Material Adverse Change"** means an event affecting the Estate which, if it were to occur on or after the Effective Date, would render implementation and fulfillment of the Plan impossible.

Section 1.57 **"Monthly Operating Reports"** means periodic reports and summaries, in accordance with 28 U.S.C. § 586(A)(3)(D) and 11 U.S.C. § 1106(a)(1), of the operation of the Debtor's business, including statements of receipts and disbursements, and such other information as required by the U.S. Trustee or the Bankruptcy Court.

Section 1.58 "**Mortgage Portfolio Adversary**" means the adversary proceeding originally captioned *Cmty. Home Fin. Servs., Inc. & William D. Dickson v. Charles Edwards, M.D., James Edwards, Edwards Family P'ship, LP, The Atkinson Trust, LLC, & The Debt Exchange, Inc.*, Adv. Proc. No. 12-00109-EE (Bankr. S.D. Miss.), and subsequently captioned *Kristina M. Johnson, Chapter 11 Trustee of the Estate of Cmty. Home Fin. Servs., Inc. v. Charles C. Edwards, Edwards Family P' Ship, and Beher Holdings Trust,* Adv. Pro. No. 13-00104-JAW (Bankr. S.D. Miss.).

Section 1.59 **"Mortgage Loan Portfolios"** means the consumer mortgage loans identified in the Final Judgment on Edwards Trial and litigated upon in the Mortgage Portfolio Adversary in which EFP has a perfected first lien security interest in Mortgage Loan Portfolios #1–2; EFP is unsecured as to Mortgage Loan Portfolios #3–6; and Portfolio #7 is a servicing agreement between BHT and CHFS in which BHT owns the original notes and mortgages as determined by the Fifth Circuit Court of Appeals in *In the Matter of: Community Home Financial Services Corporation (Edwards Family Partnership, L. P. et al. v. Johnson*¸ No. 20-61011 (5th Circuit, April 27, 2022).

Section 1.60 **"Order"** means an order or judgment of the Bankruptcy Court as entered on the Docket.

Section 1.61 **"Petition Date"** means May 23, 2012.

Section 1.62 **"Plan"** means, as applicable, the *Joint Third Amended Chapter 11 Plan of Liquidation of the Estate of Community Home Financial Services, Inc. Proposed by the Trustee, Kristina M. Johnson and Creditors, Edwards Family Partnership and Beher Holdings Trust Dated as of May 15, 2023* Filed jointly by the Plan Sponsors, as the same may be amended, modified, or supplemented from time to time, together with the Plan Exhibits.

Section 1.63 **"Plan Exhibits"** mean the exhibits that are attached to the Plan, or exhibits that will be Filed before the commencement of the Confirmation Hearing.

Section 1.64 **"Plan Sponsors"** means the Trustee and creditors EFP/BHT, the joint sponsors of this Plan.

Section 1.65 **"Priority Unsecured Claim"** means any Claim, other than an Administrative Claim entitled to priority in right of payment pursuant to section 507(a) of the Bankruptcy Code. Priority Unsecured Claims are treated in Class 2 of the Plan.

Section 1.66 **"Professional"** means any professional employed in the Bankruptcy Case pursuant to sections 327 or 1103 of the Bankruptcy Code or any professional or other Entity seeking compensation or reimbursement of expenses in connection with the Bankruptcy Case pursuant to section 503(b) of the Bankruptcy Code.

Section 1.67 **"Professional Fee Claim"** mean the Claim of (a) any Professional in the Bankruptcy Case pursuant to sections 330 or 1103 of the Bankruptcy Code, or (b) any Professional or other Entity seeking compensation or reimbursement of expenses in connection with the Bankruptcy Case pursuant to section 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code. For the avoidance of doubt, the fees of the Servicer are not Professional Fee Claims.

Section 1.68 **"Proof of Claim"** means a proof of claim that was Filed in the Bankruptcy Case.

Section 1.69 **"Pro Rata"** means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims or Interests in that Class.

Section 1.70 **"Released Parties"** means except as otherwise provided in this Plan or as limited by applicable law, the Estate, the Trustee, her Professionals, and the Servicer, each in their capacities as such and with respect to each as entities, such entities' predecessors, successors, assigns, designees, officers, directors, principals, shareholders, members, partners, employees, agents, or representatives, but specifically excluding Dickson Related Parties.

Section 1.71 **"Schedules"** collectively means the schedules of assets and liabilities and the statement of financial affairs Filed by the Debtor under section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, and all amendments and modifications thereto through the Confirmation Date.

Section 1.72 **"Secured Claim"** means an Allowed Claim that is secured by a Lien on property of the Estate, as provided in section 506(a) of the Bankruptcy Code, which is valid, perfected, and enforceable, and not avoidable, to the extent of the value of such Lien, as determined by a Final Order of the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code, or as otherwise agreed in writing by the Trustee and the Holder of such Claim. Secured Claims are treated in Class 1 of the Plan.

Section 1.73 **"Servicer"** means Insight One Recovery Solutions, Inc. (f/k/a Sortis Financial, Inc. f/k/a ClearSpring Loan Services, Inc., f/k/a Vantium Capital, Inc. d/b/a Acqura Loan Services).

Section 1.74 **"Servicing Agreement"** means the Residential Mortgage Special Servicing Agreement between the Trustee and the Servicer approved by Agreed Order **[Dkt. #702]** of the Bankruptcy Court, as supplemented by an Order **[Dkt. #931]** of the Bankruptcy Court.

Section 1.75 **"State"** means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and any territory or possession of the United States.

Section 1.76 **"Stipulation of Amount and Nature of Claim"** means (a) before the Effective Date, a stipulation or other agreement between the Trustee and a Holder of a Claim that is approved by an Order of the Bankruptcy Court, or (b) from and after the Effective Date, a stipulation or other agreement between the Disbursing Agent and a Holder of a Claim.

Section 1.77 **"Tax"** means (a) any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, State, local or foreign taxing authority, or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other Entity.

Section 1.78 **"Tax Claim"** means any Claim of a governmental unit, whether federal, State or local, for recovery of a tax of any kind whatsoever (including any interest, penalty, or addition thereto) incurred or arising before the Effective Date, including but not limited to Claims of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Section 1.79 **"Trustee"** means Kristina M. Johnson, the duly appointed and qualified Chapter 11 Trustee for the Estate of Community Home Financial Services, Inc.

Section 1.80 **"Trustee's Fees"** collectively means all fees and charges the Trustee is entitled to pursuant to 11 U.S.C. §§ 323, 326, 330, or 331.

Section 1.81 **"Unclassified Loans"** means all loans of the Estate not included in the Home Improvement Loans, the Mortgage Portfolio Loans, or the Foreign Loans.

Section 1.82 **"Unexpired Lease"** means a lease to which the Debtor is a party that is subject to assumption, assumption and assignment or rejection under section 365 of the Bankruptcy Code.

Section 1.83 **"Unimpaired"** means, with respect to any Claim or Interest, that such Claim or Interest is not impaired within the meaning of section 1124 of the Bankruptcy Code.

Section 1.84 **"Unsecured Claims"** means any Claim that arose before the Petition Date that is not an Administrative Claim, Cure Amount Claim, Priority Unsecured Claim, Secured Claim. Unsecured Claims are treated in Class 4 of the Plan.

Section 1.85 **"U.S. Trustee"** means the Office of the United States Trustee and/or the United States Trustee for Region 5.

Section 1.86 **"U.S. Trustee Fees"** collectively means all fees and charges assessed against the Estate under chapter 123 of title 28, United States Code, 28 U.S.C. §§ 1911–1930.

Section 1.87 **"U.S. Forfeiture Order"** means the Second Amended Final Order of Forfeiture signed on May 31, 2016, in the case captioned *United States of America v. William D. Dickson*, No. 3:14-CR-00078 TSL FKB.

Interpretation; Application of Definitions and Rules of Construction. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. A term used herein that is not defined herein, but that is used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan.

Any reference in the Plan to a document or instrument being in a particular form means that the document or instrument shall be in substantially such form. Any reference in the Plan to an existing document or instrument means such document or instrument as it may have been amended, modified or supplemented from time to time. Unless otherwise specified, all Section, Article, schedule or exhibit references in the Plan are to the respective Section in, Article of, schedule to, or exhibit to, the Plan. The words "herein," "hereof," "hereto," "hereunder" and other words of similar import refer to the Plan as a whole and not to any particular Section or clause contained in the Plan. All Plan Exhibits are incorporated into the

Plan, and shall be deemed to be included in the Plan, regardless of when such Plan Exhibits are Filed.

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply as though the Plan is an Order of the Bankruptcy Court.

ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS

Section 2.1 **Division of Claims.** For all purposes, including organization, voting, Confirmation and Distributions pursuant to the Plan, except as otherwise provided herein, all Claims (except for Administrative Claims) are classified as provided in Articles II through IV of the Plan.

Section 2.2 **No Interest After the Petition Date Unless Otherwise Provided.** Unless otherwise specifically provided for in the Plan or the Confirmation Order, no Holder of a Claim shall be entitled to interest after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

Section 2.3 **Allowed Claims and Interests.** A Claim is treated in a particular Class under the Plan only to the extent such Claim is Allowed. Any and all Interests in the Debtor will be extinguished as of the Effective Date.

Section 2.4 **Classification of Claims with Respect to the Plan.** Claims and Interests are classified in the Plan as follows:

(a) Class 1 consists of **Secured Claims**. This Class of Claims is Unimpaired, the Holders are deemed to accept the Plan and are not entitled to vote for or against the Plan with respect to such Claims.

(b) Class 2 consists of **Priority Unsecured Claims**. This Class of Claims is Unimpaired, the Holders are deemed to accept the Plan and are not entitled to vote for or against the Plan with respect to such Claims.

(c) Class 3 consists of the **EFP/BHT Claim.** This Class of Claims is Impaired, and are deemed to accept the Plan with respect to such Claims due to their role as Plan Sponsors.

(d) Class 4 consists of **General Unsecured Claims**. This Class of Claims is Unimpaired, the Holders are deemed to accept the Plan and the Holders are not entitled to vote for or against the Plan with respect to such Claims.

ARTICLE III
TREATMENT OF CERTAIN UNCLASSIFIED ADMINISTRATIVE CLAIMS, CERTAIN FEES AND TAXES

Section 3.1 Administrative Claims.

(a) **Generally.** Except as otherwise provided herein or unless otherwise agreed in a written agreement by and among the Holder of an Administrative Claim and the Trustee, each Holder of an Allowed Administrative Claim will receive, in full satisfaction of its Administrative Claim, Cash equal to the Allowed amount of such Administrative Claim either (A) on the Effective Date or as soon as practicable thereafter, or (B) if the Administrative Claim is not Allowed on or before the Effective Date, within thirty (30) days after the date on which (i) an Order that Allows such Administrative Claim becomes a Final Order, or (ii) a Stipulation of Amount and Nature of Claim is executed.

(b) **U.S. Trustee Fees.** On or before the Effective Date, fees payable pursuant to 28 U.S.C. § 1930(a)(6) will be paid by the Trustee in Cash. All fees payable pursuant to 28 U.S.C. § 1930(a)(6) will be paid in accordance therewith until the closing of the Bankruptcy Case pursuant to section 350(a) of the Bankruptcy Code.

(c) **Trustee Fees.** For the avoidance of doubt, any Distributions made pursuant to this Plan of any property of the Estate (whether in Cash or in kind) shall be counted as a Distribution made by the Trustee for Claims and must be Filed on or before the Administrative Claim Bar Date and served pursuant to the procedures specified in the Administrative Claim Bar Date Order.

Section 3.2 Bar Dates for Administrative Claims.

(a) **General Bar Date Provisions.** Except as otherwise provided in the Plan, requests for payment of Administrative Claims for goods or services rendered before the Effective Date must File and serve on the Trustee, EFP/BHT and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order, or other Order of the Bankruptcy Court, an application for final allowance of such payment within sixty (60) days after the Effective Date. Parties asserting an Administrative Claim for services or goods rendered before the Effective Date, and whose goods or services will be required after the Effective Date, must File and serve on the Trustee, EFP/BHT and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order, or other Order of the Bankruptcy Court, an application for Final allowance of such an Administrative Claim within thirty (30) days after the Effective Date. Objections to any Administrative Claims, including any objections by the U.S. Trustee, and EFP and/or BHT must be Filed and served on the Trustee and the requesting party by the later of (A) sixty (60) days after the Effective Date, and (B) thirty (30) days after the Filing of the applicable request for payment of the Administrative Claim.

(b) **Bar Dates for Certain Administrative Claims.**

(i) **Professional Fee Claims.** Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on the Trustee, EFP/BHT and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order, or other Order of the Bankruptcy Court, an application for final allowance

of such Professional Fee Claims within sixty (60) days after the Effective Date. Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date, and whose services will be required after the Effective Date, must File and serve on the Trustee, EFP/BHT and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order, or other Order of the Bankruptcy Court, an application for Final allowance of such Professional Fee Claims within thirty (30) days after the Effective Date. Objections to any Professional Fee Claims, including any objections by the U.S. Trustee, and EFP and/or BHT must be Filed and served on the Trustee and the requesting party by the later of (A) sixty (60) days after the Effective Date, and (B) thirty (30) days after the Filing of the applicable request for payment of the Professional Fee Claims.

(ii) **Ordinary Course Liabilities.** Holders of Administrative Claims based on liabilities incurred by the Estate in the ordinary course of its business that are paid by the Estate (as applicable) will not be required to File or serve any request for payment of such Administrative Claims.

(c) **Bar Dates for Trustee Compensation.**

(i) The Trustee shall be compensated pursuant to the provisions of the Bankruptcy Code. The Trustee must File and serve on such Entities who are designated by the Bankruptcy Rules, the Confirmation Order, or other Order of the Bankruptcy Court, an application for final allowance of her chapter 11 Trustee's fee under section 326 of the Bankruptcy Code within sixty (60) days after the Effective Date. Objections to the Trustee's application, including any objection by the U.S. Trustee, EFP and/or BHT, must be Filed and served on the Trustee by the later of (a) 90 days after the Effective Date, and (b) thirty (30) days after the Filing of the Trustee's final application.

ARTICLE IV
TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

Section 4.1 Class 1 Claims (Secured Claims).

(a) Classification: Class 1 consists of the Secured Claims.

(b) Treatment: Unless otherwise agreed in a written agreement by and among the Holder of an Allowed Secured Claim and the Trustee, on the Effective Date, in full satisfaction of the Holder's Secured Claim, each Holder of a Secured Claim will receive Cash in an amount equal to the Allowed amount of such Holder's Secured Claim, and will release all Liens on any Collateral in exchange for the receipt of such Cash. If the Holder's Secured Claim is not Allowed on or before the Effective Date, the Trustee will make the Distribution to such Holder within fifteen (15) days after the earlier of the date on which (a) an Order allowing the Secured Claim becomes a Final Order, or (b) a Stipulation Regarding the Amount and Nature of the Claim is executed.

(c) Voting: Class 1 is Unimpaired by the Plan. Holders of an Allowed Secured Claim are deemed to accept the Plan.

Section 4.2 Class 2 (Priority Unsecured Claims).

(a) Classification: Class 2 consists of the Priority Unsecured Claims.

(b) Treatment: Unless otherwise agreed in a written agreement by and among the Holder of an Allowed Priority Unsecured Claim and the Trustee, on the Effective Date, in full satisfaction of the Holder's Priority Unsecured Claim, each Holder of a Priority Unsecured Claim will receive Cash in an amount equal to the Allowed amount of such Holder's Priority Unsecured Claim. If the Holder's Priority Unsecured Claim is Allowed on or before the Effective Date, the Trustee will make the Distribution to such Holder within fifteen (15) days of the Effective Date. If, however, the Holder's Priority Unsecured Claim is not Allowed on or before the Effective Date, the Trustee will make the Distribution to such Holder within fifteen (15) days after the earlier of the date on which an Order allowing the Priority Unsecured Claim becomes a Final Order, or a Stipulation Regarding the Amount and Nature of the Claim is executed.

(c) Voting: Class 2 is Unimpaired by the Plan. Holders of an Allowed Priority Unsecured Claim are deemed to accept the Plan.

Section 4.3 Class 3 EFP/BHT Claim

(a) Classification: Class 3 consists of the EFP/BHT Claim.

(b) Treatment: Unless otherwise agreed in a written agreement by and between the Holders of an Allowed EFP/BHT Claim and the Trustee, the following treatment is afforded the Holders of Class 3 Claims of the EFP/BHT Claim.

(i) On or before the Effective Date, the Trustee will assign, without recourse or warranty of any kind or nature, to EFP/BHT or its designee or assigns, any Loan held by or owned by the Estate, regardless of whether any such Loans were purchased before or after the Petition Date. EFP/BHT, or their designee or assigns, will be responsible for issuing statements and all other forms or documents required by State or federal law related to the Loans for the entire calendar year in which the assignment occurs.

(ii) On or before the Effective Date, the Trustee will transfer to EFP/BHT or their assignee or designee via quitclaim deed or comparable instrument, without recourse or warranty, any Loan which the Trustee has a right to recover due to any avoidable transfer of such Loan.

(iii) On or before the Effective Date of the Plan, the Trustee shall assign to EFP/BHT, or their designees or assigns, her rights in the Edwards Adversary Proceedings as part of the Distribution on the EFP/BHT Claim. Within ten (10) days after the Effective Date, EFP/BHT shall dismiss with prejudice the Edwards Adversary Proceedings. For

the avoidance of doubt, the Trustee will assign the U.S. Forfeiture Order and the Final Judgment on Trustee's Dickson Trial to EFP/BHT.

(iv) The Trustee will assume and assign the Executory Contracts on **Plan Exhibit 7.1** without recourse or warranty of any kind or nature, to EFP/BHT (or their designee). Furthermore, the Indemnification Agreement dated June 16, 2014, between EFP/BHT and the Servicer will be amended to delete the portion of said Agreement by which it expires upon the third anniversary of the termination of the Servicing Agreement.

(v) On or before the Effective Date, the Trustee will convey, without recourse or warranty of any kind or nature, to EFP/BHT or their designee, any property of CHFS or the Estate, real or personal (except as otherwise provided by the Plan), as is/where is subject to all existing liens and encumbrances. EFP/BHT or their assignee or designee will be responsible for all obligations regarding the property conveyed under the Plan after the Effective Date.

(vi) On the Effective Date, the Trustee will convey the remaining Cash in the Estate after Classes 1, 2, and 4 are paid in full, less $75,000, which will be held by the Trustee and not disbursed without further order of the Court. These funds will be available to pay Estate Professionals for the fees and expenses incurred in confirming this Plan, after notice and a hearing. To the extent these funds are not paid to Estate Professionals, the funds will be distributed to the EFP/BHT, or their assigns or designees.

(c) The UST, EFP, and BHT will be entitled to object to the Final Fee Applications of any Estate Professionals and to the extent any funds that have been paid to an Estate Professional on an interim basis are ordered to be repaid, those funds will be paid to EFP and BHT, or their assigns or designees. The UST, EFP, BHT, and all Estate Professionals are reserved all rights, claims, and defenses in connection with Final Fee Applications.

(d) Voting: Class 3 is Impaired by the Plan. Holders of an Allowed EFP/BHT Claim are deemed to accept the Plan on account of such Holder's EFP/BHT Claim in Class 3 due to their role as Plan Sponsors.

Section 4.4 General Unsecured Claims.

(a) Classification: Class 4 consists of the General Unsecured Claims.

(b) Treatment: Unless otherwise agreed in a written agreement by and among the Holder of an Allowed General Unsecured Claim, and EFP/BHT upon notice to the Trustee, the Holder of an Allowed General Unsecured Claim will be paid in full by the Trustee from the Estate's Cash before the Estate's Cash is distributed to EFP/BHT, or their assigns, or designees on the Effective Date.

(c) Voting: Class 4 is Unimpaired by the Plan. Holders of an Allowed Unsecured Claim are deemed to accept the Plan.

ARTICLE V
MEANS FOR IMPLEMENTATION OF THE PLAN

Section 5.1 General Means of Implementation

(a) On or before the Effective Date, the Plan will be implemented and consummated through the means contemplated by section 1123 of the Bankruptcy Code, including by:

(A) Before the Effective Date, the Trustee shall reject and terminate the pre-petition Executory Contracts not listed on **Plan Exhibit 7.1**.

(B) Before the Effective Date, the Trustee will assign the Servicing Agreement and all other post-petition agreements identified on **Plan Exhibit 5.3** to EFP/BHT or their designees or assigns.

(C) On or before the Effective Date, the Trustee shall pay Claims in Class 1. If a Holder's Claim in Class 1 is not Allowed on or before the Effective Date, the Trustee will make the Distribution to such holder within fifteen (15) days after the earlier of the date on which (a) an Order allowing such Claim becomes a Final Order, or (b) a Stipulation Regarding the Amount and Nature of the Claim is executed.

(D) On or before the Effective Date, the Trustee shall pay Claims in Class 2. If a Holder's Claim in Class 2 is not Allowed on or before the Effective Date, the Trustee will make the Distribution to such holder within fifteen (15) days after the earlier of the date on which (a) an Order allowing such Claim becomes a Final Order, or (b) a Stipulation Regarding the Amount and Nature of the Claim is executed.

(E) On or before the Effective Date, the Trustee shall execute documents sufficient to transfer to EFP/BHT or their designees, or assigns, attached hereto as **Plan Exhibit 5.1**, any Loan owned by or serviced by the Estate constituting, or included in, the Home Improvement Loans, the Mortgage Loan Portfolios, the Unclassified Loans, the U.S. Forfeiture Order, and any rights in the Foreign Loans or claims related to the Foreign Loans. At her discretion, Trustee may execute said documents by power of attorney. All costs associated with the preparation and/or recordation of the documents shall be borne by EFP/BHT, their designees, or assigns. EFP/BHT, their designees, or assigns will be responsible for issuing statements and all other forms or documents required by State or federal law related to the Loans for the calendar year in which the assignment occurs.

(F) On the Effective Date, the Trustee will transfer all remaining Cash in the Estate to EFP/BHT, or their assigns, or designees, less the $75,000 amount which will be available to pay the Estate Professionals pursuant to authorization from the Court.

(G) On or before the Effective Date, the Trustee shall pay Claims in Class 4, exclusive of any and all accrued interest. If a Holder's Claim in Class 4 is not

Allowed on or before the Effective Date, the Trustee will make the Distribution to such holder within fifteen (15) days after the earlier of the date on which (a) an Order allowing such Claim becomes a Final Order, or (b) a Stipulation Regarding the Amount and Nature of the Claim is executed.

(H) On or before the Effective Date, the Trustee shall execute documents sufficient to transfer to EFP/BHT or their assignees or designees all rights to funds associated with the U.S. Forfeiture Order, all funds associated with the Forfeiture Order (including the Costa Rica Condo Sale Proceeds) and all funds and/or assets currently in or being held by the Costa Rican Government. All costs associated with the preparation and/or recordation of the documents shall be borne by EFP/BHT. EFP/BHT will be responsible for issuing statements and all other forms or documents required by State, federal, and/or foreign law related to the Loans for the calendar year in which the assignment occurs.

(I) On or before the Effective Date, the Trustee shall pay all Estate Taxes and Tax Claims as advised by her Estate Professionals to be presently due and owing, pursuant to Section 5.4.

Section 5.2 **Powers of the Trustee Post Effective Date.** After the Effective Date, the Trustee shall have the following powers without need for approval by the Bankruptcy Court.

1. File any documents required by the Bankruptcy Code including, but not limited to, Monthly Operating Reports.

2. Complete final Tax returns for the Estate.

Section 5.3 **Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes.** Before the Effective Date, the Trustee shall assign to EFP/BHT the Servicing Agreement and all other post-petition agreements listed on **Plan Exhibit 5.3**. The Trustee will be authorized to execute, deliver, File or record such contracts, instruments, releases and other agreements and documents and take such actions as may be necessary, appropriate or desirable to effectuate and implement the provisions of the Plan. The Trustee will be authorized to certify or attest to any of the foregoing actions. Pursuant to section 1146(c) of the Bankruptcy Code, the following will not be subject to a stamp tax, real estate transfer tax, sales or use tax or similar Tax: (a) the creation of any mortgage, deed of trust, lien or other security interest; (b) the making or assignment of any lease or sublease; and (c) the making or delivery of any deed, bill of sale or other instrument of transfer or assignment or any plan of merger, consolidation, liquidation or dissolution under, in furtherance of or in connection with the Plan.

Section 5.4 **Estate Taxes.** On or before the Effective Date, the Trustee shall pay all Estate Taxes and Tax Claims as advised by her Estate Professionals to be presently due and owing, to the extent not otherwise disputed and with the reasonable consent of EFP/BHT. Upon discharge of the Trustee pursuant to Section 5.6, all other Estate Taxes

including but not limited to future obligations and filing requirements shall be the responsibility of EFP/BHT.

Section 5.5 **General Settlement of Claims.** Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, releases and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to this Plan in accordance with Bankruptcy Rule 9019 and within the exercise of the Trustee's business judgment and shall be approved as in the best interests of the Estate. A vote to accept the Plan ***will not*** be considered a settlement of all claims against the Estate.

Section 5.6 **Discharge of Trustee.** Upon completion of all duties under the Plan and closure of the Bankruptcy Case, the Trustee shall be discharged as Trustee of this Bankruptcy Case.

ARTICLE VI
PROVISIONS GOVERNING DISTRIBUTIONS AND OBJECTIONS TO CLAIMS

Section 6.1 **Distributions Generally.** Distributions to be made under the Plan to Holders of Claims that are Allowed on or before the Effective Date will be deemed made on the Effective Date if made on the Effective Date or as promptly thereafter as is practicable, but in any event within fifteen (15) days after the Effective Date unless such Distribution is returned to the Trustee as undeliverable. If a Claim is Allowed after the Effective Date, a Distribution will be made on account of the Allowed Claim within fifteen (15) days after the earlier of the date on which (a) an Order allowing the Claim becomes a Final Order, or (b) a Stipulation Regarding the Amount and Nature of the Claim is executed. Distributions under the Plan will be made to the Holder of each Allowed Claim at the address of such Holder as listed on the Schedules, unless the Trustee has been notified in writing of a change of address, including, without limitation, by the Filing of an amended Proof of Claim by such Holder that provides an address for such Holder different from the address reflected on the Schedules.

Section 6.2 **Delivery of Distributions to Holders of Allowed Claims.** The Trustee will make Distributions to the Holders of Allowed Claims. No Distribution will be made with respect to all or any portion of any Disputed, contingent or unliquidated Claim until the Claim becomes an Allowed Claim. For purposes of this Plan, any Claims held by any Entity for which the Bankruptcy Court has entered a Final Judgment, shall be deemed to be an Allowed Claim.

Section 6.3 **Distribution Record Date.**

(a) **Allowed Claim.** The Trustee will have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim that occurs after the Distribution Record Date and will be entitled for all purposes herein to recognize and make

Distributions only to those Holders of Allowed Claims that are Holders of such Claims, or participants therein, as of the Distribution Record Date.

(b) **Pending Transfers.** Except as otherwise provided in a Final Order, the transferees of Allowed Claims that are transferred pursuant to Bankruptcy Rule 3001 before the Distribution Record Date will be treated as Holders of such Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objection to such a transfer has not expired before the Distribution Record Date.

Section 6.4 **Distributions in Complete Satisfaction.** Except as otherwise provided herein, the payments, Distributions and other treatments provided in respect to each Allowed Claim under this Plan shall be in complete satisfaction, discharge and release of all such Allowed Claims.

Section 6.5 **Objections to Claims.** Objections to Claims may be Filed until the Effective Date, or such later date as the Bankruptcy Court may Order. The Trustee reserves the right for herself and any other party in interest, to File objections through the Effective Date.

ARTICLE VII
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Section 7.1 **Executory Contracts or Unexpired Leases to Be Rejected or Assumed.**

(a) **Executory Contracts/Unexpired Leases Relevant to Loan Servicing.** Except as otherwise provided in the Plan or Confirmation Order, the Trustee will assume and assign to EFP/BHT, their assignees, or designees the Executory Contracts or Unexpired Leases listed on **Plan Exhibit 7.1**.

Section 7.2 **All Other Executory Contracts or Unexpired Leases Rejected**. Any Executory Contracts or Unexpired Leases not listed provided in **Plan Exhibit 7.1** will be deemed rejected. The Confirmation Order of the Plan will constitute an Order of the Bankruptcy Court approving the rejection and termination as of the Effective Date, pursuant to section 365 of the Bankruptcy Code of each Executory Contract and Unexpired Lease that is not assumed and assigned.

Section 7.3 **Payments Related to the Assumption of Executory Contracts and Unexpired Leases.** To the extent that such Claims constitute monetary defaults, the Cure Amount Claims associated with each Executory Contract or Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code by EFP/BHT or the designees or assigns. If there is a dispute regarding the amount of any Cure Amount Claim, or any other matter pertaining to assumption of such contract or lease, the payment of any Cure Amount Claim by EFP/BHT required by section 365(b)(1) of the

Bankruptcy Code will be made following the entry of a Final Order resolving the dispute and approving the assumption.

Section 7.4 **Deemed Rejection.** All Executory Contracts and Unexpired Leases not specified on **Plan Exhibits 5.3 or 7.1**, and not either (a) assumed or rejected pursuant to a Final Order entered on or before the Effective Date, or (b) the subject of a pending motion to assume or an Order that has not yet become a Final Order as of the Effective Date, shall be deemed rejected as of the Effective Date.

Section 7.5 **Rejection Damages Claims.** Pursuant to section 502(g) of the Bankruptcy Code, any Claims arising from the rejection of the Executory Contracts or Unexpired Leases shall File a Rejection Claim within the deadlines provided Bankruptcy Rule 3001. Any Rejection Claim Allowed under section 502(a), (b) or (c) of the Bankruptcy Code will be treated as a General Unsecured Claim and will be treated in Class 4 of the Plan.

ARTICLE VIII
CONDITIONS TO THE PLAN BECOMING EFFECTIVE AND IMPLEMENTATION OF THE PLAN

Section 8.1 **Conditions to the Plan Becoming Effective.** The Plan shall not be consummated, and the Effective Date shall not occur, until each of the following conditions has been satisfied or duly waived pursuant to Section 8.2 of the Plan:

(a) The first Business Day after a Confirmation Order has been entered by the Bankruptcy Court in form and substance that is satisfactory to the Bankruptcy Court and the Trustee, so that such Confirmation Order shall be in full force and effect and shall be a Final Order;

(b) no Material Adverse Change will have occurred from and after the Confirmation Date; and,

(c) all consents, actions, documents, certificates, and agreements necessary to implement the Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with the applicable laws.

Section 8.2 **Waiver of Conditions to the Effective Date.** One or more of the foregoing conditions to the Effective Date may be waived, in whole or in part, by all Plan Sponsors in their discretion at any time and without any Order of the Bankruptcy Court.

Section 8.3 **Filing Notice of Occurrence of the Effective Date.** Any Plan Sponsor shall File a notice of occurrence of the Effective Date within three (3) Business Days of the Effective Date, and such Notice must state that all conditions to the Plan becoming effective have been satisfied.

Section 8.4 **Effect of Non-Occurrence of Conditions to Consummation.** If consummation of this Plan does not occur (including, without limitation, if the Confirmation Order is vacated pursuant to a Final Order), then except as provided in any Order of the Bankruptcy Court vacating the Confirmation Order, the Plan will be null and void in all respects, and nothing contained in the Plan or Disclosure Statement shall (a) constitute a waiver or release of any Claims, Interests, or Causes of Action, (b) prejudice in any manner the rights of any Entity, or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by any Entity. All assignments and releases granted in this event prior to failure to consummate will be deemed null and void without further need for approval by the Bankruptcy Court. In that event, the Trustee and EFP/BHT reserve all applicable rights, claims, and defenses, including but not limited to those under Federal Rule of Bankruptcy Procedure 9019.

ARTICLE IX
DISCHARGE, RELEASES AND INJUNCTION

Section 9.1 **Injunction.** Except as otherwise expressly provided in the Plan or the Confirmation Order, as of the Effective Date, any Entity that has held, currently holds or may hold a Claim or other debt, or liability, that is settled or deemed satisfied in accordance with the Plan will be permanently enjoined from taking any of the following actions on account of any such Claims, debts, liabilities or Interests: (a) commencing or continuing in any manner any action or Cause of Action or other proceeding against the Estate, the Trustee, the Estate's Professionals, including the Servicer, or the property of any of them, other than to enforce any right that does not comply with, or is inconsistent with, the provisions of the Plan; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Estate, the Trustee, the Estate's Professionals, including the Servicer, or the property of any of them; (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Estate, the Trustee, the Estate's Professionals, including the Servicer, or the property of any of them; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Estate, Trustee or the property of any of them; and (e) commencing or continuing any action or Cause of Action, in any manner, in any place that does not comply with or is inconsistent with the Plan. Notwithstanding anything to the contrary contained herein, this Section shall not supersede any contractual rights between Servicer and EFP/BHT. For avoidance of doubt, pursuant to Section 4.3(c), the UST, EFP, and BHT will be entitled to object to the Final Fee Applications of any Estate Professionals and to the extent any funds that have been paid to an Estate Professional on an interim basis are ordered to be repaid, those funds will be paid to EFP and BHT, or their assigns or designees. The UST, EFP, BHT, and all Estate Professionals are reserved all rights, claims, and defenses in connection with Final Fee Applications.

Section 9.2 **Term of the Automatic Stay.** Unless otherwise provided in the Plan or the Confirmation Order, the automatic stay set forth in section 362 of the Bankruptcy Code shall remain in full force and effect until the Effective Date.

Section 9.3 **No Successor Liability.** The Trustee will have no responsibilities for any Claims against or liabilities or obligations of the Estate relating to or arising out of the operations of or assets of the Trustee, the Debtor, the Estate or the Estate's

Professionals, including the Servicer, whether arising prior to, or resulting from actions, events or circumstances occurring or existing at any time prior to the Confirmation Date; *provided, however*, that the Trustee shall have the obligations specifically and expressly provided in the Plan.

Section 9.4 Releases.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF A CLAIM WHO HAS VOTED TO ACCEPT THIS PLAN SHALL BE DEEMED TO HAVE UNCONDITIONALLY RELEASED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE THAT IS IN ANY WAY RELATED TO THE ESTATE, ITS PROPERTIES, THE BANKRUPTCY CASE, THE TRUSTEE, HER PROFESSIONALS, THE DISCLOSURE STATEMENT OR THE PLAN; *PROVIDED, HOWEVER*, THAT NOTHING HEREIN WILL BE CONSIDERED A WAIVER OR RELEASE NOR SHALL THIS PROVISION IN ANY WAY PRECLUDE THE UST, EFP AND BHT FROM PURSUING ANY OBJECTIONS TO ANY ESTATE PROFESSIONALS' FINAL FEE APPLICATIONS AND THAT NOTHING IN THIS SECTION 9.4 OF THE PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THIS PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THIS PLAN OR ASSUMED PURSUANT TO THIS PLAN, INCLUDING BUT NOT LIMITED THE RIGHT TO ENFORCE THE CONTRACT WITH THE SERVICER OR (B) ANY CLAIM OR RIGHT AGAINST A RELEASED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH RELEASED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.

Section 9.5 Exculpation.

AS OF AND SUBJECT TO THE OCCURRENCE OF THE CONFIRMATION DATE, THE EXCULPATED PARTIES (A) SHALL BE DEEMED TO HAVE NEGOTIATED THE PLAN IN GOOD FAITH AND NOT BY ANY MEANS FORBIDDEN BY LAW, AND (B) SOLICITED ACCEPTANCES OF THE PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING SECTION 1125(a) AND (e) OF THE BANKRUPTCY CODE AND ANY APPLICABLE NON-BANKRUPTCY LAW, RULE, OR REGULATION GOVERNING THE ADEQUACY OF DISCLOSURE IN CONNECTION WITH THE SOLICITATION. ADDITIONALLY, NONE OF THE EXCULPATED PARTIES SHALL BE LIABLE TO ANY ENTITY FOR ANY ACTION TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR RELATED TO THE FORMULATION,

PREPARATION, DISSEMINATION, IMPLEMENTATION, CONFIRMATION, OR CONSUMMATION OF THE PLAN, THE DISCLOSURE STATEMENT, EARLIER VERSIONS OF THE SAME, OR ANY CONTRACT, INSTRUMENT, RELEASE, OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO, OR ANY OTHER ACTION TAKEN OR OMITTED TO BE TAKEN, IN CONNECTION WITH THE PLAN OR THE BANKRUPTCY CASES; *PROVIDED, HOWEVER*, THAT NOTHING HEREIN WILL BE CONSIDERED A WAIVER OR RELEASE NOR SHALL THIS PROVISION IN ANY WAY PRECLUDE THE UST, EFP AND BHT FROM PURSUING ANY OBJECTIONS TO ANY ESTATE PROFESSIONALS' FINAL FEE APPLICATIONS AND THAT NOTHING IN THIS SECTION 9.5 OF THE PLAN WILL OPERATE TO WAIVE OR RELEASE (A) THE RIGHTS OF ANY PARTY TO ENFORCE THIS PLAN AND THE CONTRACTS, INSTRUMENTS AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THIS PLAN OR ASSUMED PURSUANT TO THIS PLAN, INCLUDING THE RIGHT TO ENFORCE THE CONTRACT WITH THE SERVICER OR (B) ANY CLAIM OR RIGHT AGAINST AN EXCULPATED PARTY THAT IS BASED ON THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH EXCULPATED PARTY AS DETERMINED BY A FINAL ORDER OF THE BANKRUPTCY COURT OR OTHER COURT OF COMPETENT JURISDICTION.

ARTICLE X
RETENTION OF JURISDICTION

Section 10.1 After Confirmation, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising under, arising out of or relating to the Bankruptcy Case including, but not limited to, the following:

(a) to insure that the purpose and intent of the Plan are carried out;

(b) to consider any modification of the Plan under section 1127 of the Bankruptcy Code;

(c) to hear and determine all Claims, controversies, defaults, suits, and disputes against the Estate, including, but not limited to, any Disputed Administrative Claim or Disputed Claim;

(d) to hear, determine and enforce all Claims, Causes of Action of the Estate that arose, in whole or in part, prior to the Effective Date;

(e) to hear and determine all controversies, suits, defaults and disputes that may arise in connection with the interpretation, execution or enforcement of the Plan;

(f) to hear and determine all requests for compensation and/or reimbursement of expenses for services rendered or expenses incurred before the Effective Date which may be made after the Effective Date;

(g) to hear and determine all objections to Administrative Claims, Claims, controversies, suits and disputes that may be pending at or initiated after the Effective Date, except as provided in the Confirmation Order;

(h) to consider and act on the compromise and settlement of any Administrative Claim, Claim or Cause of Action on behalf of or against the Estate;

(i) to enforce and interpret by injunction or otherwise the terms and conditions of the Plan;

(j) to enter a Final Order concluding and terminating the Bankruptcy Case;

(k) to correct any defect, cure any omission or reconcile any inconsistency in the Plan or Confirmation Order necessary or helpful to carry out the purposes and intent of the Plan;

(l) to determine all questions and disputes regarding titles to the assets of the Debtor;

(m) to classify the Claims or Interests of any Holder and to re-examine Claims allowed for purposes of voting, and to determine objections to Administrative Claims, Claims and Interests;

(n) to consider and act on such other matters consistent with the Plan as may be provided in the Confirmation Order;

(o) to enforce any injunction or stay whether arising under the Bankruptcy Code, Bankruptcy Rules, or the Plan; and/or

(p) to consider the rejection or assumption and assignment of Executory Contracts and/or Unexpired Leases that are not discovered before Confirmation.

ARTICLE XI
RESERVED

ARTICLE XII
MISCELLANEOUS

Section 12.1 **Modification of the Plan.** Subject to the restrictions on modification set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rules 2002 and 3019, the Plan Sponsors reserve the right to alter, amend or modify the Plan before its substantial consummation.

Section 12.2 **Revocation or Withdrawal of the Plan.** The Plan Sponsors reserve the right to revoke or withdraw the Plan at any time before the Confirmation Date by Filing a notice of withdrawal or revocation. If the Plan is revoked or withdrawn, or if the Effective Date does not occur, then the Plan and all settlements and compromises set forth herein

and not otherwise approved by Final Order shall be deemed null and void and nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Estate or any other Entity.

Section 12.3 **Severability.** If, prior to confirmation of the Plan, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted; *provided, however*, that any such alteration or interpretation must be in form and substance acceptable to the Trustee. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

Section 12.4 **Plan Exhibits.** All Plan Exhibits are incorporated by reference and are intended to be an integral part of this document as though fully set forth in the Plan.

Section 12.5 **Binding Effect.** The Plan shall be binding upon and/or inure to the benefit of the Debtor, the Estate, the Trustee, the Holders of Claims and Interests, together with their respective successors and assigns or designees.

Section 12.6 **Substantial Consummation.** The Plan will be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code upon the Effective Date.

Section 12.7 **Successors and Assigns.** The rights, benefits and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign or designee of such Entity.

Section 12.8 **Headings.** Headings are used in the Plan for convenience and reference only, and shall not constitute a part of the Plan for any other purpose.

Section 12.9 **Governing Law.** Except to the extent that the Bankruptcy Code is applicable, the rights and obligations arising under the Plan shall be governed by and construed and enforced as provided in the laws of the State of Mississippi; *provided, however*, that any documents executed in connection with the Plan, including, but not limited to the Plan Exhibits, shall be governed by the laws of the State chosen therein.

Section 12.10 **No Admissions.** Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed an admission by any Entity prior to Confirmation with respect to any matter set forth herein.

ARTICLE XIII
CRAMDOWN

Section 13.1 The Trustee may request Confirmation under section 1129(b) of the Bankruptcy Code, if any Impaired Class does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Trustee reserves the right to alter the treatment of any Class to effectuate a cramdown under section 1129(b) of the Bankruptcy Code.

Dated: May 15, 2023.

Respectfully submitted,

By: *s/ Jeffrey R. Barber*

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CERTIFICATE OF SERVICE

I hereby certify that on May 15, 2023, I electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to the parties set forth in the Electronic Mail Notice List as of the date hereof, including the following:

Christopher J. Steiskal
christopher.j.steiskal@usdoj.gov

DATED: May 15, 2023.

s/Jeffrey R. Barber

PLAN EXHIBITS

PLAN EXHIBIT 5.1 LOAN ASSIGNMENT DOCUMENTS

PLAN EXHIBIT 5.3 POST-PETITION AGREEMENTS TO BE ASSIGNED TO EFP/BHT

PLAN EXHIBIT 7.1 PRE-PETITION EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED AND ASSIGNED

PLAN EXHIBIT 5.1

PLAN EXHIBIT 5.3

- Servicer Agreement
- Host Gator Agreement
- NLEX Website Agreement

PLAN EXHIBIT 7.1

- Membership Agreement with MERS®
- Portfolio 7 Agreement