

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

IN RE:

CV SETTLEMENT HOLDINGS, LLC,)	BANKRUPTCY CASE NUMBER
)	14-03731
)	(Proceedings in Chapter 11)
Debtor.)	

**CV SETTLEMENT HOLDINGS, LLC,'s
THIRD AMENDED PLAN OF REORGANIZATION**

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CV SETTLEMENT HOLDINGS, LLC., the Debtor and Debtor-in-Possession herein, an Alabama Limited Liability Company, (the "Debtor" or "CVSH") in the above captioned Chapter 11 proceedings, proposes the following Third Amended Plan of Reorganization (the "Plan") pursuant to 11 U.S.C. § 1121(a).

SUMMARY OF PLAN

This is a liquidating plan. The Administrative Claims and Priority Claims, if any, are treated as required by the Bankruptcy Code. Debtor will sell all its real estate pursuant to a Court Order allowing the sale to Truland Homes, LLC. The Order (Doc. 359) sets out the sale terms. The net sale proceeds less 28 U.S.C. §1930 fees and attorney fees shall be paid to Beatus Investments, LLC ("Beatus") and Burns, Cunningham & Mackey, LLC ("BC&M"). If funds are available after payment to Beatus and BC&M, Debtor will pay those funds to the allowed, unsecured creditors pro-rata. Debtor will not pay any money to unsecured insider creditors or to the Debtor's LLC members.

ARTICLE I

DEFINITIONS

A. DEFINED TERMS

For purposes of this Plan, the following terms shall have the following meanings,

unless the context clearly requires otherwise.

1. “ADMINISTRATIVE CLAIM” means any Allowed Claim for an administrative expense of the kind described in Section 503(b) of the Bankruptcy Code, or a cost or expense of administration of the Reorganization Case allowed under Section 503(b) or Section 546(c) (2) (A) of the Bankruptcy Code, including, but not limited to, any actual and necessary expenses of operating the business of the Debtor, including, without limitations, loans or other advances to the Debtor, all allowances of compensation or reimbursement of expenses to the extent allowed in the Bankruptcy Court under Section 330 of the Bankruptcy Code, as well as any claims allowed and entitled to administrative priority under Section 507(a) (1) of the Code.

2. “ADMINISTRATIVE CREDITOR” means any holder of an Allowed Claim entitled to payment as an Administrative Claim.

3. “ALLOWED CLAIM” or “ALLOWED INTEREST” means a claim or interest against the Debtor to the extent that:

(a) A proof of such claim is or was

(i) timely filed,

(ii) deemed filed pursuant to Section 1111(a) of the Bankruptcy Code; or

(iii) late filed with leave of the Bankruptcy Court after notice and opportunity for hearing given to counsel for the Debtor; and

(b) (i) which is not a Disputed Claim; or

(ii) which is allowed (and only to the extent allowed) by a Final Order.

No claim shall be considered an Allowed Claim if an objection to the allowance thereof is interposed at any time, and such objection has not been overruled by an Order which is no longer subject to appeal and as to which no appeal is pending. Except in the case of certain Allowed Secured Claims to be specified in the Plan, Allowed Claim shall not include interest on the principal amount of such claim.

4. “ALLOWED SECURED CLAIM” means an Allowed Claim secured by a lien, security interest, or other charge against or interest in property in which the Debtor has any interest, or which is subject to setoff under Section 553 of the Bankruptcy Code, to the extent of the value (determined in accordance with Section 506(a) of the Bankruptcy Code) of the interest of the holder of such Allowed Claim in the Debtor’s interest in such property or to the extent of the amount subject to such setoff. An allowed claim secured by a lien, security interest, or other charge against or interest in property must be valid, perfected, and enforceable under applicable law and not subject to avoidance under the Bankruptcy Code, and duly established in this case, to the extent of the value, as set forth in the Plan or Disclosure Statement, or if no value is

specified, as determined in accordance with Section 506(a) of the Bankruptcy Code.

5. “ALLOWED UNSECURED CLAIM” means all Allowed Claims which are not secured by a lien or security interest in property in which the Debtor has an interest and which are not Administrative Claims or Priority Claims, without interest from the Filing Date, including, but not limited to, those arising as a result of the rejection of an executory contract and those arising as a result of a deficiency by the holder of an Allowed Secured Claim.

6. “BANKRUPTCY CODE” means the Bankruptcy Reform Act of 1978, as amended, as set forth in Title 11 of the United States Code and applicable portions of Titles 18 and 28 of the United States Code.

7. “BANKRUPTCY COURT” means the United States Bankruptcy Court for the Southern District of Alabama, Southern Division, or any other Court of competent jurisdiction exercising jurisdiction over the Reorganization Case.

8. “BANKRUPTCY RULES” means the *Federal Rules of Bankruptcy Procedure*, as amended and promulgated under Section 2075, Title 28, United States Code.

9. “BAR DATE” means any particular deadline established by the Court pursuant to Bankruptcy Rule 3003 (c) (3), after which (a) any proof of claim filed has no effect on this Plan, and (b) the holder of such proof of claim has no right to participate with other creditors under the Plan. The Court set April 28, 2015 as the bar date. The bar date for claims of governmental units is as defined in Bankruptcy Rule 3002(c)(1).

10. “BUSINESS DAY” means Monday, Tuesday, Wednesday, Thursday or Friday, which is not a legal holiday as defined in Rule 9006(a) of the Bankruptcy Rules of Procedure.

11. “CASH” means cash and cash equivalents, including but not limited to, bank deposits, checks, or similar commercial paper.

12. “CAUSES OF ACTION” means all causes of action of any kind held at any time by the Debtor against any party or parties, including, without limitation, all causes of action held by the Debtor as of the Filing Date, and including, without limitations, any rights arising under Sections 542, 544, 545, 547, 548 or 549 of the Bankruptcy Code.

13. “CHAPTER ELEVEN” means Chapter Eleven of Title 11 of the United States Code.

14. “CLAIM” means any right to payment, or right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, against the Debtor in existence on the Petition Date, whether or not such right to payment or right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, un-matured, disputed, undisputed, secured, or unsecured.

15. “CLASS” means a class of claims on interests as defined in Article II of the Plan.
16. “COLLATERAL” means any asset or property in which the Debtor has an interest that has been given to secure an Allowed Secured Claim.
17. “COMPANY” means CV SETTLEMENT HOLDINGS, LLC, an Alabama Limited Liability Company, and the Debtor herein.
18. “CONFIRMATION DATE” means the date on which the Order of Confirmation of the Debtor’s Plan is entered by the Bankruptcy Court.
19. “CONFIRMATION ORDER” means the Final Order entered by the Bankruptcy Court at or after a hearing pursuant to Section 1129 of the Code confirming this Plan of Reorganization.
20. “CONSUMMATION DATE” means the date when the Bankruptcy Court enters an Order that this Plan has been substantially consummated.
21. “CREDITOR” means any person, firm or entity that has a claim against the Debtor that arose on or before the Petition Date or a claim against the Debtor of any kind specified in Section 502(g), 502(h) or 502(i) of the Bankruptcy Code.
22. “CREDITORS’ COMMITTEE” means the official creditors’ committee representing each of the holders of Allowed Unsecured Claims. No creditors’ committee is appointed or serving in this case.
23. “DEBTOR” means CV SETTLEMENT HOLDINGS, LLC, the Limited Liability Company in this proceeding in its corporate capacity and in its capacity as a debtor under Chapter 11 of the Bankruptcy Code.
24. “DEBTOR IN POSSESSION” means the Debtor when exercising its rights, duties, and powers under Section 1107(a) of the Bankruptcy Code in the Reorganization Case.
25. “DISBURSING AGENT” means J. Marion Uter (“Marion Uter”), the Person appointed by the Debtor to act for the Debtor in this Chapter Eleven proceeding, who will disburse the payments provided for in this Plan.
26. “DISPUTED CLAIM” means alleged claims or interests against the Debtor as to which an objection has been filed on or before the Effective Date and has not been withdrawn on or before the Effective Date. In this Plan, the Debtor reserves the right to dispute or object to claims following the Effective Date; and as of the time of an objection by the Debtor, the alleged claim or interest will also be and become a disputed claim, even if no dispute was pending upon the Effective Date of the Plan.
27. “EFFECTIVE DATE” means the Business Day which is fourteen days after the

Confirmation Order entered by the Court becomes final and non-appealable, except that if the Confirmation Order is appealed or the subject of a motion to reconsider, to alter or amend, or similar motion, or if a stay of the Confirmation Order or of the effectiveness of such order is entered, then the Effective Date shall be the date which is ten days after the date upon which final judgment has been entered with respect to the Confirmation Order as to which there is no further right to appeal.

28. “FILING DATE” means November 13, 2014. This is also referred to as the “petition date.”

29. “FINAL ORDER” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction as to which (i) the time to appeal, petition for certiorari, or seek re-argument or rehearing has expired or as to which the appeal, re-argument, certiorari petition, or rehearing has been waived in writing in a manner satisfactory to the Debtor, or (ii) if any appeal, re-argument, writ of certiorari, or rehearing thereof has been sought, the order of the Bankruptcy Court has been affirmed by the highest court to which the order was appealed, or from which the re-argument or rehearing was sought, or certiorari has been denied, and the time to take any further appeal or to seek certiorari or further re-argument or rehearing has expired, and no appeal, re-argument, or rehearing is pending.

30. “PETITION DATE” means November 13, 2014, the date on which the Order for Relief was entered in this case.

31. “PLAN” means the Debtor’s Third Amended Plan of Reorganization as set forth herein, as the same may be amended or modified by the Debtor from time to time pursuant to the Plan, the Bankruptcy Code or the Bankruptcy Rules.

32. “PRIORITY CLAIM” means an Allowed Claim or an allowed expense arising under and pursuant to the priorities established in Section 507(a) of the Bankruptcy Code.

33. “PRO RATA” means proportionately, so that the ratio of the amount of consideration distributed on account of a particular claim in a particular class to the amount of consideration distributed on account of all Allowed Claims in the same class is the same as the ratio of the amount of such particular claim to all Allowed claims in the same class.

34. “REORGANIZATION CASE” means the reorganization case under Chapter 11 of the Bankruptcy Code.

35. “REORGANIZED DEBTOR” means the Debtor as it may exist after the Confirmation Date.

36. “Tax CLAIM” means a claim for an amount entitled to priority under Section 507 (a) (8) of the Bankruptcy Code.

37. “UNIMPAIRED CLASS” means a class of claims which is not impaired under

Section 1124 of the Bankruptcy Code.

38. “UNSECURED CREDITORS” means the Holders of Allowed Unsecured Claims.

B. UNDEFINED TERMS

A term used in the Plan and not defined herein but that is defined in the Bankruptcy Code, Bankruptcy Rules, or Disclosure Statement shall have the meaning ascribed to that term in the Bankruptcy Code, Bankruptcy Rules, or Disclosure Statement.

ARTICLE II
Classification of Claims and Treatment of Classes
in Implementation of Plan

All Allowed Claims and Allowed Interests are placed in the following classes. Except as provided to the contrary herein, a proof of claim or interest which asserts a claim or an interest which is properly includable in more than one class is in a class to the extent it qualifies within the definition of such class and is in a different class to the extent it qualifies within the definition of such different class.

The payment of all Classes will be derived from the future profits generated by the continued operation of the Debtor’s business.

A. ADMINISTRATIVE CLAIMS

Class One: Creditors holding Administrative Claims.

This class shall consist of creditors having any claim entitled to administrative priority under Section 507(a) (1) of the Code, all fees payable under 28 U.S.C. §1930, and all claims for compensation of professionals pursuant to Section 330 of the Code. Administrative creditors are those professionals approved for employment by the Bankruptcy Court on behalf of the Debtor as well as those persons who have claims based on debt incurred post-petition in the ordinary course of the Debtor’s business.

No motion for allowance of an administrative claim has been filed by any party and the Debtor is unaware of any such claims except claims for professional compensation and fees payable under 28 U.S.C. §1930. The only known claim in this category is the claim of Wilkins, Bankester, Biles & Wynne, P. A. which has acted as attorneys for the Debtor in this proceeding and is estimated to be \$17,000.

Any other claims which may be made for professional compensation and reimbursement of expenses shall be filed within thirty days of the entry of an Order confirming the Plan. Any objection to a request for allowance of professional fees and for reimbursement of expenses must

be filed within 20 days after the filing and request for payment of the claim for fees and expenses.

The Debtor proposes to pay administrative claims which are approved by the court in full on the Effective Date of the Plan, or as soon as practical after court approval, or as agreed to by Debtor and Claimants. Class One claims are not impaired.

B. PRIORITY CLAIMS

Class Two. Baldwin County Revenue Commissioner (Property Tax)

Debtor owes the Baldwin County Revenue Commissioner approximately \$16,060 for a past due 2014 property tax. This debt will be a priority claim and shall be paid in full with interest as lots are sold. The unpaid tax on each lot plus interest shall be deducted from the gross sale price of that lot at closing and paid in full. This class is impaired but will not be considered impaired for voting purposes.

CVSH recently learned that the Internal Revenue Service claims UCO Construction, LLC (“UCO”) owes \$366,112 for civil penalties for failure to file W-2s in 2006 and 2007. Since CVSH acquired all the assets of UCO, CVSH has concerns that this tax claim may pass through to CVSH. The penalty portion of this disputed tax claim against UCO may be abated when the missing W-2s are filed. This is about 95% of the claim. Since the IRS did not file a claim, Debtor has determined it does not owe this debt.

C. SECURED CLAIMS & PARTIALLY SECURED CLAIMS.

Class Three: Allowed Secured claim of Beatus Investments, LLC (“Beatus”) and Burns, Cunningham & Mackey, P.C. (“BC&M”)

This Class consists of the allowed partially secured claim of Beatus in the amount of \$633,788 as of August 1, 2015 and the partially secured claim of Burns, Cunningham & Mackey, P.C. (“BC&M”) in the approximate amount of \$1,572,647 as of the same date. These claims are secured by the 58 undeveloped lots in Cypress Village Subdivision and Cypress Village Courtyard Cottages, a condominium. A court approved sale of the collateral establishes the value of the lots at \$1,722,000. Debtor is contesting the validity of the interest rate in the mortgage securing this claim, and Debtor will only pay this claim as provided for below if the Court determines the interest rate complies with applicable bankruptcy law regarding interest rates. Debtor proposes to pay interest on these claims at 5% per annum.

CVSH will pay the secured portion of this debt by selling units and applying 90% of the net sale proceeds to the Debt. The net sale proceeds would be the amount remaining after payment of the costs of sale and the sold unit’s share of association dues and property taxes. Attorney fees and the 28 U.S.C. § 1930 fees shall also be deducted from gross sale proceeds. The unsecured portion of the debt shall be paid with the general unsecured class, Class Six. Class three is impaired. The Debtor will keep the collateral insured with a policy of liability

insurance from a reputable company and will name Beatus and BC&M as additional loss payees. Except for partial releases at the time of lot sales, Beatus and BC&M will retain their liens on the subject property until the secured portion of the debt is paid in full. Once the secured portion is paid pursuant to the provisions of this plan, Beatus and BC&M will cancel and release the mortgage lien and any other lien they or either of them may have on the subject property.

CVSH will pay the remaining portion of this debt by selling lots pursuant to the schedule set forth in the Court Order approving the sale, and applying 90% of the net sale proceeds from the sale of lots and units to the Debt. The net sale proceeds would be the amount remaining after payment of normal closing costs including real estate commissions, property taxes, 28 U.S.C. §1930 fees, and fees to Debtor's counsel. Beatus and BC&M will release lots and units as they are sold pursuant to the terms set out herein. Once the debt is paid pursuant to the provisions of this plan, Beatus and BC&M will cancel and release their mortgage lien and any other lien they may have on the subject property.

Debtor will conduct future lot sales pursuant to the Court Order allowing the sale to Truland Homes, LLC.

CVSH proposes to pay Beatus and BC&M the amount of its Allowed Secured Claim plus interest at a rate of 5% per annum, said interest to begin accruing at said rate on November 13, 2014, the date the Petition was filed.

If the Court determines that the mortgage is not enforceable, these creditors will be treated as General Unsecured Creditors in Class Four, set out herein below.

D. UNSECURED CLAIMS

Class Four: General Unsecured Claims

This class is comprised of all Claimants who hold Allowed Unsecured Claims against the Debtor arising prior to the Petition Date, together with those creditors who held claims against the Debtor either secured by a mortgage or by a claim of lien against property of the Debtor which is subject to the lien of Beatus and BC&M. The property is worth \$1,722,000 based on the Court approved sale to Truland Homes, LLC. Therefore, pursuant to Section 506(a)(1) of the Bankruptcy Code the unsecured portion of the Beatus and BC&M note shall be treated as a general unsecured obligation. If any proceeds are available from the sale of the Debtor's assets, then the creditors in this class will be paid the balance of the proceeds in a single pro-rata distribution. This class is impaired.

Class Five: Allowed Unsecured Claims of Principals and Insiders

This Class consists of the Allowed, post-petition, unsecured claims of the members of CVSH in the amount of approximately \$150,000. The Class Five claims will be canceled on the Effective Date.

Other creditors in this class are Canal Road Homes, LLC for \$250,000, Cypress Village Development Company, LLC for \$100,000. This class is impaired but will not be considered impaired for voting purposes. Again, all creditors in this class will have their respective claims canceled upon the Effective Date of the Plan.

E. LLC Members' Ownership Interest in LLC

Class Six: Ownership interest of LLC Members

The members of the LLC will have their existing membership interests canceled upon the Effective Date of the plan. The interest holder will not be paid nor will they receive or retain any property on account of their equity interest unless and until the creditors in Class 3 are paid in full.

ARTICLE III

Treatment of Classes in Implementation of the Plan

The Debtor will continue to operate its business and apply all future income and net sale proceeds to the payment of necessary business expenses and payment to creditors as set forth in this plan.

ARTICLE IV

DESIGNATION OF IMPAIRED CLASSES

Classes Two, Three, and Four are impaired. Class Five and Six creditors consent to the plan.

ARTICLE V

MEANS FOR IMPLEMENTATION OF PLAN

A. Management

On the Effective Date, J. Marion Uter will remain as the manager and chief operator of the Debtor, and he shall be in charge of operating the company until the plan has been accomplished and is legally complete.

B. Funding

Funding of the Plan shall be derived from the receipts from future operations of the business and the sales of Debtor's property in the ordinary course of business. Debtor anticipates funding will not be sufficient to pay all creditors in full as set forth in this Plan. Funding will be from lot sales pursuant to the Court's Order.

C. Creditors' Committee

A Creditors' Committee was not designated in this case.

D. Disbursing Agent

J. Marion Uter or his designee, shall act as the Disbursing Agent, and as such, shall make all distributions set forth in this Plan.

E. Continued Limited Liability Company Existence.

From and after the Effective Date, the Debtor shall continue to exist as a separate limited liability company, with all of the powers of a limited liability company under Alabama law until the plan is consummated. Then the company will be dissolved.

F. Exemptions from Securities Laws.

General. Pursuant to §1125(e) of the Bankruptcy Code, the transmittal of the Plan solicitation packages (including the Disclosure Statement, the Plan, and the Ballot), the Debtor's solicitation of acceptances of the Plan, and the issuance and distribution of Reorganized CV SETTLEMENT HOLDINGS, LLC Membership Interest and any other securities pursuant to the Plan, and the Reorganized Debtor's and any other Person's participation in such activities, are not and will not be governed by or be subject to any otherwise applicable law, rule, or regulation governing the solicitation of acceptance or rejection of a plan of reorganization or the offer, issuance, sale, or purchase of securities.

ARTICLE VI

ACCEPTANCE OF PLAN AND EFFECT OF REJECTION

1. Each impaired class of creditors with claims against the Debtor's estate shall be entitled to vote separately to accept or reject the Plan.

2. A class of creditors shall have accepted the Plan if the Plan is accepted by at least two-thirds in amount and more than one-half in number of the claims of such class that have accepted or rejected the Plan.

3. A Creditor shall be deemed to have accepted the Plan if the creditor does not expressly reject the Plan.

4. If all of the applicable requirements for confirmation of the Plan are met as set forth in Section 1129(a) of the Bankruptcy Code except subsection (8) thereunder, the Debtor may, at its option, request the Bankruptcy Court to confirm the Plan, notwithstanding the

requirements of subsection (8), on the basis that the Plan is fair and equitable and does not discriminate unfairly with respect to any dissident, impaired class or classes.

ARTICLE VII

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption

CVSH denies it is a party to the Compensation Agreement with Portside Realty. However, out of an abundance of caution, Debtor rejects this Compensation Agreement.

All other executory contracts and unexpired leases shall be deemed assumed by the Debtor unless expressly rejected prior to the Effective Date or subject to a motion by Debtor to reject filed on or before the Effective Date.

B. Rejection

An Allowed Claim under an executory contract or unexpired lease which has been rejected shall constitute a general unsecured claim. Any proof of claim with respect to claims under an executory contract or unexpired lease that has been rejected must be filed with the Bankruptcy Court within 30 days after the rejection by the Debtor of such contract or lease.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

A. Discharge of All Claims and Equity Interests

Except as provided herein, the rights afforded in the Plan shall be in exchange for and in complete satisfaction, discharge and release of all claims of any nature whatsoever, including any interest accrued thereon from and after the Filing Date, against the Debtor or Debtor in Possession or any of its assets or properties; and, except as otherwise provided herein, on the Consummation Date, all such claims against the Debtor or Debtor in Possession shall be satisfied, discharged, and released in full; and except as otherwise provided herein, all Creditors shall be precluded from asserting against the Debtor or its assets or properties, any other or further claim based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Confirmation Date.

Except as otherwise specifically provided in the Plan or in the Confirmation Order, Confirmation of this Plan acts as a complete discharge and release of any and all debts, claims, demands, or obligations of the Debtor as well as administrative claims or expenses under §503 of the Code, including, but not limited to, all principal, interest, fees, expenses, guarantees, or contingent claims, whether accrued before or after the entry of the order for relief herein. The discharge and release shall be effective as to each debt, claim, or demand, regardless of whether

a Proof of Claim was filed, whether the claim is an Allowed Claim or whether the holder thereof votes to accept or reject the plan. Further, any judgments against the Debtor shall be deemed null and void and of no further force or effect. Any and all pre-petition actions or proceedings involving a direct or indirect Claim against the Debtor shall be dismissed with prejudice. All Creditors or parties-in-interest shall be required to execute any and all documents necessary to effectuate the discharge and release terms of this plan.

Confirmation of this Plan affects a de facto cure of any defaults existing prior to Confirmation and any acceleration is deemed permanently reversed. Any Creditor holding a guarantee from a third party shall be absolutely enjoined from proceeding against such third party guarantor but only (a) with regard to a guarantor who participates in the future operations of the reorganized Debtor (“Qualifying Guarantor”); and (b) for so long as the Debtor is not in default with payments under this plan with respect to that Creditor. This provision shall not constitute a permanent injunction or release in favor of any third party guarantor. Any pre-confirmation claim, cause of action, or litigation against a Qualifying Guarantor shall be stayed pending the Debtor’s performance under this Plan without prejudice to the Creditor’s rights upon any default under this plan. Any pre-confirmation claim, cause of action, or litigation against a Qualifying Guarantor shall be dismissed with prejudice upon satisfaction in full of the Creditor’s Allowed Claim.

B. Compliance with Tax Requirements

In connection with the Plan, the Debtor will comply with all withholding and reporting requirements imposed by Federal, state and local taxing authorities, and all distributions hereunder shall be subject to such withholding and reporting requirements.

C. Modifications to Plan

This Plan may be modified upon application of Debtor or corrected prior to confirmation without notice or hearing and without additional disclosure pursuant to Section 1125 of the Code, provided that, after disclosure of such modifications to the Court at the hearing pursuant to Section 1129 of the Code, the Court finds that such modification does not materially or adversely affect any creditor or class of creditors.

This Plan may be modified upon application of Debtor or corrected prior to confirmation with additional notice or hearing and such additional disclosures as required by Section 1125 of the Code, in the event that, after disclosure of such modifications to the Court, the Court finds that such modification materially or adversely affects any creditor or class of creditors, and additional notices or disclosures to creditors are appropriate in light of the modifications proposed.

The Debtor reserves the right to modify the treatment of any Allowed Claim, as provided in Section 1123(a)(4) of the Bankruptcy Code, at any time after the Effective Date upon the consent of the holder of such Allowed Claim.

D. Vesting of Property in Reorganized Debtor

Except as otherwise provided in the Plan, upon the Effective Date of the Plan, title to all assets and properties dealt with by the Plan and all Causes of Action shall pass to the Reorganized Debtors free and clear of all Allowed Claims, liens, and encumbrances, except as provided in the Plan, and the final Order confirming the Plan shall be a judicial determination of discharge of the Debtors' liabilities, except as provided in the Plan.

E. Default

In the event that the Debtor shall default in the performance of any of its obligations under the Plan and shall not have cured such default within a period of sixty days after receipt of written notice of such default from the holder of any Allowed Claim or Interest, then the holder of such claim or interest may pursue such remedies as are granted by law.

F. Amendments and Waivers

After the order of confirmation and except as specifically set forth in the Plan, any term of the Plan may be waived by the party affected by the term to be waived. After the order of confirmation, the Debtor may, with the approval of the Court and so long as it does not materially or adversely affect the interests of creditors, remedy any defects or omissions, or reconcile any inconsistencies in the Plan in whatever means is necessary and reasonable to carry out the purposes of the Plan.

G. Reservation of Powers

Nothing in the Plan shall be construed to be a waiver of the Debtor's avoidance powers granted under Chapter 5 of the Code. Debtor expressly reserves such avoidance powers.

H. Notices

All notices required or permitted to be made in accordance with the Plan shall be in writing and to be effective, shall be sent by certified mail, return receipt requested, as follows:

CV SETTLEMENT HOLDINGS, LLC,
c/o J. Marion Uter
34 Pelican Drive
Ft. Lauderdale, FL 33301

Marion E. Wynne
P. O. Box 1367
Fairhope, Alabama 36532

I. Headings

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

J. Successors and Assigns

The rights and obligations of the Debtor and of its creditors as established by the Plan shall be binding upon and inure to the benefit of the successors and assigns of such Debtor and/or creditor.

K. Governing Law

Except to the extent the Bankruptcy Code or Bankruptcy Rules are applicable, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama.

L. Effectuating Documents and Further Transactions

The Debtor and any other party whose cooperation is needed in connection with the Plan are required to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

M. Severability

Should any provision in this Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any or all other provisions of this Plan. To the extent that any provision of the Plan would, by its inclusion in the Plan, prevent or preclude the Bankruptcy Court from entering the Confirmation Order, the Bankruptcy Court, on request of the Debtor may modify or amend, or permit the modification or amendment of, such provision, in whole or in part as necessary to cure any defect or remove any impediment to the confirmation of the Plan existing by reason of such provision.

N. Objections to Claims or Interests.

The failure by the Debtor to object to or examine any claim or interest for purposes of voting shall not be deemed a waiver of the Debtor's right to object to, or re-examine, such claim or interest, in whole or in part; provided, however, any objection to a claim or interest must be filed by the Debtor with the Bankruptcy Court no later than 180 days after Confirmation Date.

O. Retention of Claims and Causes of Action.

The Debtor, and the Reorganized Debtor, hereby expressly reserve and retain any and all claims, causes of action and rights of CVSH, whether express or implied, or existing in law or in equity, and specifically including rights of redemption, whether or not arising before or during these proceedings, and whether or not made the basis of any action by the Debtor during these proceedings. Nothing in this Plan shall be construed as a waiver by the Debtor or the Reorganized Debtor of any rights, claims or causes of action.

P. Revocation and Withdrawal of Plan

The Debtor reserves the right to revoke and withdraw the Plan prior to the Confirmation Date. If the Debtor revokes and withdraws the Plan prior to the Confirmation Date, or if the Plan is not confirmed pursuant to Section 1129 of the Bankruptcy Code, then the Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims by or against the Debtor or any other Entity or to prejudice in any manner the rights of the Debtor or any Entity in any further proceedings involving the Debtor. If this Plan is revoked, withdrawn or not confirmed, nothing herein shall prohibit the Debtor from filing and seeking confirmation of another Plan.

Q. No Admission

Notwithstanding anything herein to the contrary, nothing contained in the Plan or in the Disclosure Statement shall be deemed an admission by the Debtor, with respect to any manner set forth herein or therein, including, without limitation, liability on any claim or the propriety of any claim classification.

R. Entire Agreement

The Plan Documents set forth the entire agreement and undertakings relating to the subject matter thereof and supersedes all prior discussions and documents.

ARTICLE X

CONDITIONS TO THE EFFECTIVENESS OF PLAN

A. Conditions

Except as expressly waived by the Debtor the following conditions must occur and be satisfied on or before the Effective Date for the Plan to be effective on the Effective Date:

1. Entry of Confirmation Order. The Confirmation Order shall have been signed by the Bankruptcy Court and duly entered on the docket for the Reorganization Case by the Clerk of the Bankruptcy Court in form and substance acceptable to the Debtor.

2. No Stay. There shall not be any stay in effect with respect to the Confirmation Order: and

3. Final Order. The Confirmation Order shall be a Final Order.

B. Waiver of Conditions

Each condition referred to in paragraph A above may be waived or modified in whole or in part by the Debtor in its sole discretion.

C. Effect of Confirmation

As of the Effective Date, the effect of confirmation shall be as provided in Section 1141 of the Code. It is the Debtor's intention that the Reorganized Debtor shall, following confirmation, retain all rights, claims, causes of action, and other assets, whether known or unknown, disclosed or undisclosed, that are not required to be used to fund and perform this Plan.

ARTICLE XI

JURISDICTION OF THE COURT

The Bankruptcy Court shall retain general jurisdiction of the case to insure that the purpose and intent of this Plan is carried out, and for the following purposes:

1. The classification of the claim of any creditor and the re-examination of claims which have been allowed for purposes of voting, and the determination of such objections as may be filed to creditor's claims. The failure by the Debtor to object to, or to examine any claim for the purpose of voting, shall not be deemed to be a waiver of the Debtor's right to object to, or re-examine the claim in whole or in part as to its allow ability for payment.
2. The determination of all questions and disputes regarding title to the assets of the estate, and determination of any causes of action, controversies, disputes, or conflicts, whether or not subject to action pending as of the Confirmation Date, between Debtor and any other party, including, but not limited to, any right of the Debtor to recover assets pursuant to the provisions of the Bankruptcy Code and the right to exercise rights of redemption existing under Alabama law.
3. The correction of any defeat, the curing of any omission, or the reconciliation of any inconsistency in this Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan.
4. The modification of this Plan after confirmation pursuant to the Bankruptcy Code and Bankruptcy Rules.
5. The enforcement and interpretation of the terms and conditions of this Plan.
6. The entry of any order, including injunctions, necessary to enforce the title, rights, and powers of the Debtor and the imposition of such limitations, restrictions, terms, and conditions of such title, right,s and powers as this Court may deem necessary.
7. The entry of an order concluding that this Plan has been substantially consummated and terminating this case.

8. The determination of all tax claims and disputes by any taxing authority against the Debtor, and the determination of all claims by any creditor against the Debtor.

9. To determine any and all applications for allowances of compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Bankruptcy Code or the Plan.

10. To determine any applications or motions pending on the Effective date for the rejection, assumption, or assumption and assignment of any executory contract and to hear and determine, and if need be, to liquidate any and all claims arising therefrom.

11. To determine any and all applications, adversary proceedings, and contested matters that may be pending on the Effective Date.

12. To consider any modification of this Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, to the extent authorized by the Bankruptcy Court.

13. To consider and act on the compromise and settlement of any claim against or cause of action by or against the Chapter 11 Debtor arising under or in connection with the Plan.

14. To hear and determine objections to claims by the Debtor, and to determine the amount of claims allowable against the Estate.

15. To issue such orders in aid of execution of the Plan to the extent authorized by Section 1142 of the Bankruptcy Code.

16. To determine such other matter as may be set forth in any order or orders confirming the Plan or which may arise in connection with the Plan or any order or orders confirming the Plan.

17. To determine and order payments of amounts held by the Clerk of the Bankruptcy Court in the Court's Registry Account, as to the account of the Debtor or Reorganized Debtor herein.

October 13, 2017.

Respectfully submitted by

CV SETTLEMENT HOLDINGS, LLC,
Debtor in Possession

By: /s/ J. Marion Uter
J. Marion Uter. As Its Designated Agent

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By: /s/ Marion E. Wynne

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