IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	**Case No. 17-32880-H2-11**
	§	**Case No. 17-32881-H5-11**
HOPEWELL-PILOT PROJECT, L.L.C.	§	
AND	§	**Jointly administered under**
TITLE ROVER, L.L.C.,	§	**Case No. 17-32880-H2-11**
	§	
Debtors	§	**Chapter 11**

DEBTORS' FIRST AMENDED DISCLOSURE STATEMENT AND PLAN OF REORGANIZATION

COME NOW Hopewell-Pilot Project, L.L.C. ("Hopewell") and Title Rover, L.L.C. ("Title Rover") (collectively, the "Debtors") and propose this joint First Amended Disclosure Statement and Plan of Reorganization (the "Plan") pursuant to §§ 1121 and 1125 of the Bankruptcy Code.

I. INFORMATION REGARDING THE DEBTORS

A. The Debtors

The Debtors are two Texas limited liability companies each with their principal place of business at 1400 Post Oak Blvd, Suite 200, Houston, Texas 77056. Where appropriate, references to the Debtors shall mean the reorganized debtors.

B. Brief History of the Debtors and Cause of the Debtors' Chapter 11 Filings

Hopewell is in the oil, gas, and mineral exploration business. Hopewell hoped to gain an advantage over its competitors in acquiring oil, gas, and mineral interests by using certain software belonging to Title Rover (the "Title Rover Software"). The Title Rover Software was developed to automate the discovery of unleased oil and gas leases along with being able to help identify potential defects in the chain of title of oil, gas, and mineral interests.

Hopewell engaged Title Rover on exclusive basis within an agreed area of mutual interest

("AMI") to use its software to increase the efficiency of identifying open acreage within the AMI. Title Rover granted Hopewell an exclusive license to use the software and the data that was processed within the AMI. A significant portion of both Hopewell and Title Rover's ownership interests are owned by Mark A. Willis and the Willis Group, LLC.

Hopewell sold 18.15% of its ownership interests to EnSource Investments, LLC ("Ensource") for $530,000. In the event Hopewell Pilot was not successful in identifying or executing any acquisitions within the AMI of the "Pilot" project or if Ensource believed that the assets of Title Rover were a better investment, EnSource had an opportunity to convert its interest to an interest in Title Rover. EnSource did not elect to convert. Hopewell intended to use Ensource's investment funds for budgeted working capital and existing expenses including costs to identify open leaseholds within the AMI, and payments to Title Rover. However, Ensource did not pay $100,000 of its agreed capital contribution.

Because Ensource did not pay its capital contribution as agreed, Hopewell was unable to fund its financial obligations including its monthly fee to Title Rover. Title Rover, in turn, was unable to continue paying the technical team associated with managing and developing the software. In addition, Hopewell was not able to pay its other accrued financial obligations putting the Hopewell in financial distress.

Ensource further adversely affected Title Rover, and indirectly Hopewell, when Ensource filed a lawsuit against Title Rover and other parties in the United States District Court of the Southern District of California alleging violations of securities laws ("California Lawsuit"). Hopewell, for reasons not known to Hopewell or Title Rover, was not a party to the California Lawsuit. Hopewell was "the" primary entity in the events giving rise to the claims in California Lawsuit. Prior to the investment, Ensource knew that both Title Rover and Hopewell were startup

businesses and that both entities needed to continue to raise third party capital to execute their business plans.

The Debtors believe that Ensource filed the California Lawsuit against Title Rover to prevent Title Rover from raising any more funds in what was believed to be an attempt to force existing shareholders to buy back the investment from Ensource. The Debtors dispute all the allegations in the California Lawsuit. Ensource had access to all the records of Hopewell and Title Rover prior to the investment and spent significant time reviewing the investment information.[1] Unfortunately, the allegations in the California Lawsuit in a public forum diminished the value of the Title Rover Software and Title Rover's ability to obtain alternative funding to develop the software and for Hopewell to raise additional funds. In addition, defending the California Lawsuit has been and will be particularly expensive and time-consuming for Title Rover because it has no presence in California.[2]

The Debtors had a $1,000,000 Line of Credit ("Hopewell LOC") with Sander Morris and Harris ("SMH") for the purpose of acquiring open leasehold or mineral interests for the benefit of the Hopewell. Hopewell with the Title Rover Software identified several buying opportunities within the AMI that it was moving forward with efforts to acquire such mineral interests. However, once the threat of a lawsuit was raised, Hopewell had the duty to notify SMH. Because of the pending lawsuit SMH would not approve the purchase of acreage identified nor was it willing to renew the Hopewell LOC. The California Lawsuit along with the breach of contract by Ensource

[1] Ensource was provided access to a data room that contained all information on the companies. The companies disclosed all the requested, necessary, helpful or useful information. Ensource spent several weeks reviewing the information.

[2] Ensource has filed a motion in the bankruptcy case of Hopewell to allow Ensource to sue Hopewell in the California Lawsuit. Hopewell does not believe that Ensource at this time should be allowed to sue Hopewell in California.

for failure to fund the remaining $100,000 obligation to Hopewell left Hopewell and Title Rover few options except to file for bankruptcy protection. Time is of the essence for the Debtors. The legal and title work that was done to investigate and identify buying opportunities in the AMI gets more stale and less valuable with every day passing.

C. Assets of the Debtors

The assets of the Debtors at the time of each of their bankruptcy filings are set forth in detail on the Debtors' schedules filed with the Court. The Debtors' principal assets are the images and indices of deed records from Madison County, Texas owned by Title Rover and could be worth approximately $75,000-$150,000. In addition, Hopewell owns a lease that may have a value (if it is properly marketed and sold) of approximately $200,00-$500,000.[3] Hopewell also has a $100,000 account receivable that is due from Ensource. Hopewell also owns data for mineral rights that may have value upon resumption of business by Hopewell. The Debtors consider the Title Rover Software to be a significant asset belonging to Title Rover, but the value of the software is currently unknown due to the California Lawsuit. In addition, the Debtors have filed adversary proceedings in the bankruptcy case against Ensource and its principals for breach of contract and tortious interference with the Debtors' licensing agreement. If the Debtors obtain favorable judgments in these adversary proceedings, the judgments may also be a significant asset in the Debtors' estate, but the current value of the adversary proceedings is unknown. The lawsuits are currently pending in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, as Adversary Nos. 17-03315 and 17-03316.

[3] The value in the schedules of approximately $200,000 was based on a conservative estimate with lower oil and gas prices and a reduced market. The actual value is expected to be higher at this time due to higher oil and gas prices and a more active oil and gas market.

The Title Rover Software allows its user (Hopewell as the licensee) to identify lease acreage involved in shale wells and shale drilling prospects that may have title defects, title problems, is not currently leased or may be subject to leasing for other reasons. As an example, by locating such opportunities, investors using the Title Rover Software may be able to acquire acreage for $500 an acre that may later sell for $5,000 or more per acre. The acreage purchased by Hopewell for approximately $10,200 is an example. Such acreage should currently have a value far in excess of the purchase price of $10,200.[4] The Title Rover Software can be used in any counties by either acquiring the digital land records or by scanning the county records or both. The potential for investors and funding in the continuing development of Title Rover Software and the continuing use of the data and information currently owned by Hopewell should be able to provide potentially large business opportunities for both Hopewell and Title Rover.[5]

When the bankruptcy cases were filed, the price of oil and gas was at a very low point. Exploration for new production had slowed dramatically. The U.S. rig count was at historically low levels. At this time, the price of oil has increased and production is increasing. The exploration and production markets are increasing. The U.S. rig count is increasing. The demand for the Title Rover Software and the information of Hopewell is expected to increase.

The Debtors have miscellaneous assets of minor value that are disclosed on their schedules. For more detailed information regarding the Debtors' assets, please see the Debtors' bankruptcy schedules and monthly reports.

D. Source of the Information Contained in This Disclosure Statement

[4] This acreage is the lease that was previously valued at approximately $100,000 but today may have a much higher value.

[5] EnSource agreed to invest $530,000 for an 18.15% interest in Hopewell on the ideas and business plans of the Debtors. The business plans have not changed. The California Lawsuit did change the potential for continuing business of both Hopewell and Title Rover.

All information in this Plan and Disclosure Statement has been submitted by the Debtors unless otherwise indicated.

E. Present Condition and Post-Petition Operations of the Debtors

Since filing the bankruptcy case, the Debtors have essentially temporarily ceased operating their businesses. The Debtors cannot return to their normal operations until the litigation relating to the Title Rover Software is resolved or appears to be moving towards favorable resolution. Upon confirmation of this plan, the Debtors involvement in the California Lawsuit will cease and the California Lawsuit will no longer be a burden to the Debtors.[6] Upon confirmation of this plan, the Debtors can immediately start operations and obtain additional investments.[7] Confirmation of this plan will allow the Debtors to move forward on their business opportunities.

The post-petition financial operations of the Debtors are set forth in the monthly operating reports filed with the Bankruptcy Court. Attached as Exhibit A are the two most recent of the Debtors' monthly operating reports, which set forth the Debtors' cumulative post-petition operations.

F. Anticipated Future of the Debtors, Management of the Reorganized Debtors, and Feasibility

As stated above, upon confirmation of this plan the Debtors should be able to resume operations. Upon resuming operations, the Debtors will retain the same management. Upon confirmation of this plan, the Debtors will no longer be subject to the California Lawsuit and may

[6] As discussed in this disclosure statement, Ensource has not filed any claims in either case and the bar dates have passed. As such, the Debtors can confirm this plan without any voting by Ensource.

[7] EnSource has filed motions to abstain and motions to dismiss the adversary proceedings in both cases. The Debtors have contested such motions. Ensource filed a motion to lift the stay on October 20, 2017 in the jointly administered case. The Debtors contest the relief from stay. At this time with no claims on file by Ensource, any relief from stay would be prejudicial to the Debtors. There is no basis at this time to lift the stay.

proceed with their business operations without distractions. Therefore, they believe that the proposed bankruptcy plan is feasible.

The Debtors' actual income and expenses together with the projections of income and expenses for the next three years are attached hereto as Exhibit B.

G. Claims Summary

The Debtors' schedules reflect claims against the Debtors and their respective priorities. The bar date for filing claims against Hopewell was September 11, 2017 and has passed. The bar date for filing claims against Title Rover was September 20, 2017 and has also passed. *Ensource was a scheduled creditor in the cases and did not file claims in either case*. The Debtors disputed the claims of Ensource in their schedules. The following table summarizes the claims currently filed against the Debtors:

Hopewell				
Claim #	**Creditor**	**Amount**	**Status**	**Collateral**
1	Jackson, Sjoberg & Townsend, LLP	$52,859.08	General Unsecured	-
2	Texas Comptroller of Public Accounts	$1,000.00	Priority	-
Title Rover				
Claim #	**Creditor**	**Amount**	**Status**	**Collateral**
1	Internal Revenue Service	$585.00	General Unsecured	-

If a claim is classified by the Debtors as disputed, unliquidated, or contingent, then the creditor must file a proof of claim. If a claim was classified as disputed, unliquidated, or contingent on Schedule F by the Debtors and no proof of claim has been timely filed by the applicable bar

date, then no payment will be made to such creditor. If a claim is not disputed, unliquidated, or contingent, then the creditor is not required to file a claim.

The following table sets forth the secured and priority claims listed by the Debtors in their schedules as undisputed for which proofs of claim have not yet been filed. The Debtors have also scheduled undisputed general unsecured claims which can be viewed on Schedules E/F.

Hopewell			
Creditor	**Amount**	**Status**	**Collateral**
SMW Investments I, LLC	$100,000.00	Secured	Accounts Receivable
Title Rover			
Creditor	**Amount**	**Status**	**Collateral**
None	-	-	-

Hopewell has at least four creditors in Schedule F that are not insiders and have valid claims in this case.[8]

Title Rover has at least three creditors in Schedule F that are not insiders and have valid claims in this case.[9]

The principle reason for the filing of both cases was to address the adverse effects of the California Lawsuit. At this juncture, both companies can now reorganize. The plaintiff in the California Lawsuit, Ensource, has not filed a claim in either case. As a result, the reorganization plans do not have to address the alleged claims of Ensource.

Copies of Schedules D (secured creditors) and E/F (priority and general unsecured creditors) are available from the Clerk of the Court or counsel for the Debtors.

[8] Doherty & Doherty; Kristen Hardwick Trustee, Houston Bookkeeping Services; Patterson PC.
[9] Doherty & Doherty; Houston Bookkeeping Services; Patterson PC.

H. Liquidation as an Alternative to the Proposed Plan

The Debtors are proposing a Chapter 11 Plan of Reorganization to repay their debts. However, if the Plan is not approved by the creditors and confirmed by the Court, the primary alternative for the Debtors is liquidation under chapter 7 or dismissal of the case.

The Debtors have minimal secured and priority creditors. Therefore, the Debtors' secured and priority creditors are likely to be paid in full under the Debtors' plan of reorganization, or possible under a chapter 7 liquidation.

The Debtors believe that Hopewell's mineral interests could be sold but in a liquidation there will likely be no funds to satisfy the general unsecured claims under a chapter 7 liquidation. Title Rover's images of deed records are of relatively little value outside of the context of the Title Rover Software. Therefore, under a chapter 7 liquidation, the Debtors' unsecured creditors are unlikely to receive any material distribution on their claims. However, if the Debtors' plan of reorganization succeeds, the Debtors' unsecured creditors should be paid in full.

The Plan proposes that all creditors—secured, priority, and unsecured—be paid in full to the extent of their filed and allowed claims, or the extent of the scheduled amounts that are not disputed, unliquidated or contingent. The Debtors believe that a judgment from their litigation against Ensource and their future income from continued operations will be sufficient to pay the creditors in accordance with the terms of the proposed Plan.

I. Estimated Administrative Expenses

The Debtors estimate administrative expenses, including professional fees and expenses and pre-confirmation U.S. Trustee quarterly fees, for this case to be approximately $30,000 or less. The administrative expenses are composed of attorney fees, U.S. Trustee quarterly fees, and a reserve for other possible administrative expenses.

J. Avoidance and Contested Claims

At this time, the Debtors have identified preferential transfers or claims against Thomas Tatham and possibly others that are disclosed in the amended Schedule B for Hopewell.[10] The Debtors anticipate bringing a claim for a preferential transfer upon confirmation.

K. Summary of Litigation.

The Debtors are, or were, involved in the following recent litigation:

- *Hopewell-Pilot Project, LLC v. Ensource Investments, LLC*, Case No. 4:17-cv-00426 in the United States District Court for the Southern District of Texas, administratively closed.
- *EnSource Investments, LLC v. Thomas P. Tatham et al*, Case No. 3:17-cv-00079 in the United States District Court for the Southern District of California, pending (as previously defined, the "California Lawsuit").
- *Hopewell-Pilot Project, LLC v. EnSource Investments, LLC et al (In re Hopewell-Pilot Project, LLC),* Adv. No. 17-03315 in the United States Bankruptcy Court for the Southern District of Texas, pending.
- *Title Rover, LLC v. EnSource Investments, LLC et al (In re Title Rover),* Adv. No. 17-03316, in the United States Bankruptcy Court for the Southern District of Texas, pending.

Upon confirmation, the Debtors will no longer be involved in the California Lawsuit. The Debtors intend to pursue the lawsuits of Hopewell and Title Rover against EnSource and others in the bankruptcy court in Houston

L. Risks Posed to Creditors

[10] The Debtor entered into an agreement with SMW Investments I, LLC for a line of credit to obtain funds for purchasing leasehold interests and other real property mineral rights. In approximately November of 2016, Thomas Tatham caused the Debtor to borrow funds from SMW Investments I, LLC in preparation to acquire multiple large oil and gas leases from one purchaser. That transaction did not close. Instead of returning all the funds, T Tatham caused the Debtor to spend approximately $10,200 to acquire leases, approximately $8,000 was used for interest expenses to SMW Investments I, LLC and approximately $80,000 was used to pay operating expenses of the Debtor, including but not limited to, expenses to T Tatham. Such use of the $80,000 was in violation of the loan agreement with SMW Investments I, LLC. The Debtor will review potential actions to recover from T Tatham the funds that the Debtor believes were improperly borrowed from SMW Investments I, LLC.

The success of the proposed plan depends on whether the Debtors' can obtain additional funding for continuing operations and if the operations are profitable. The Debtors believe that the initial funding requirements are low enough to obtain additional equity investments and that the potential recovery against EnSource will also provide funds for operations.

The Title Rover Software may turn out to be less successful or profitable than expected. This may also make it difficult for the Debtors to fund the proposed plan.

M. Disclosures for Enscource Investments, LLC

Ensource has requested that the following information be provided to creditors for additional adequate information and further disclosure for purposes of voting on the chapter 11 plan. The Debtors disagree with many, if not most, of the assertions in the attached pleadings and believe that the Debtors will prevail in their efforts to confirm a chapter 11 plan. The Debtors believe that the assertions of Ensource lack any substantial basis or merit.

At the request of Ensource, the Debtors have attached the following pleadings filed by Ensource:

1. Ensource Investments, LLC Objection to Disclosure Statement of Hopewell-Pilot Project LLC and Title Rover LLC filed at docket #52 on December 12, 2017 attached as Exhibit C.
2. Ensource Investments, LLC Amended Motion to Convert filed at docket #54 on December 12, 2017 attached as Exhibit D.

N. Tax Ramifications.

An analysis of the federal income tax consequences of the Plan to creditors requires a review of the Internal Revenue Code of 1986, as amended, the Treasury regulations promulgated thereunder, judicial authority, and current and administrative rulings and practice. The federal

income tax consequences to any particular creditor may be affected by the nature of the taxable entity. There may also be state, local, or foreign tax considerations applicable to each creditor. Each creditor is urged to consult its accountant or tax lawyer to determine the effect of this Plan upon its claim.

O. Affiliate Relationships

- Hopewell Willis Holdings, LLC owns 34.25% of Hopewell.
- Mark A. Willis owns 50% of Title Rover.
- Willis Group, LLC owns 50% of Title Rover.
- PDP Management
- South Padre Gas Partners
- Image Engine
- Beyond Review

P. Absolute Priority Rule

The Bankruptcy Code provides that with respect to each class of creditors, such class must accept the plan or such class is not impaired under the plan. If a class does not accept the plan, then the bankruptcy court may confirm a plan over the failure of a class to vote for the plan, provided that for a class of unsecured claims, the plan must provide that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of the claim of the creditor, or the holder of any claim or interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or interest any property.

The Debtors believe that their plan of reorganization complies with the absolute priority

rule in the Bankruptcy Code that is contained in Section 1129(b). The Debtors are proposing to pay the total amount of each allowed claim in full.

Q. Definitions

"Effective Date" shall be the date that is fifteen (15) days after a final and non-appealed order is entered confirming the Debtors' chapter 11 plan of reorganization.

II. PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS

Plan Concept. The Debtors' Plan is reorganizing in nature. It provides for the division of claims into four classes. The Debtors will utilize funds from operations and also distribute the proceeds that they receive from their lawsuits against Ensource and Ensource's principals (the "Lawsuit Proceeds") to creditors. Each of the claims in each class shall be treated in the manners and methods described below:

Class 1. Administrative Claims as of the Effective Date

Class 1 consists of the Allowed Claims entitled to priority under § 507(a)(1) of the Bankruptcy Code, including fees for services rendered and expenses incurred through the Effective Date by Debtors' counsel and other professionals appointed by the Court for the Debtors, the U.S. Trustee's pre-confirmation quarterly fees, and any other administrative expenses.

The estimated amount of claims in Class 1, including professional fees and U.S. Trustee fees is approximately $30,000. Except as provided below, each creditor in Class 1 shall be paid in cash on the Effective Date if the creditor's claim has matured or been approved or allowed by the Court, if such approval or allowance is required. Fees and expenses for counsel for the Debtors will be paid at an agreed amount after confirmation.

Alternatively, counsel for the Debtors may elect to accept an interest in the reorganized debtors for part or all of its approved fees. All fees for services rendered and expenses incurred

after the Effective Date by court-appointed counsel and other professionals for the Debtors shall be paid by the Debtors in the ordinary course of business without the necessity of filing fee applications or seeking approval or allowance of the Court. The reorganized Debtors shall be responsible for timely payment of fees incurred pursuant to 28 U.S.C. § 1930(a)(6).

Quarterly fees owed to the U.S. Trustee pre-confirmation will be paid on the Effective Date of the Plan. After confirmation and until this case is closed by the Court, the reorganized Debtors shall pay quarterly fees to the U.S. Trustee as they accrue and serve on the U.S. Trustee a quarterly financial statement or affidavit of quarterly disbursements.

Class 2. Priority Claims of the Texas Comptroller

Class 2 consists of the priority claim of the Texas Comptroller of Public Accounts (the "Comptroller"). The Comptroller has filed a proof of claim against Hopewell in the amount of $1,000.00. The Debtors do not believe that any amounts are owed. The Debtors will object to the claim of the Comptroller. If the objection to the claim is not successful, the Debtors will pay the allowed amount of the Comptroller's claim within 60 days of an order allowing the claim.

Class 2 is impaired.

Class 3. Secured Claim of SMW Investments I, LLC

Class 3 consists of the secured claim of SMW Investments I, LLC ("SMW"). SMW has not filed a proof of claim for this debt. The claim is secured by Hopewell's account receivables and an interest in the mineral properties owned by Hopewell.

The agreement with SMW provided for SMW to loan funds for the purchase of mineral interests in real properties. Approximately $80,000 of the loan from SMW was not utilized for such purposes. The Debtors shall investigate as to whether SMW authorized a loan for uses beyond the loan agreement and the conditions for such a loan.

The Debtors will take steps to sell or liquidate the mineral interests subject to the liens and encumbrances of SMW and to pay to SMW amounts from such sale. The Debtors believe that proceeds from a sale will be sufficient to fully pay SMW. The Debtors will have 270 days to sell the mineral properties or otherwise pay SMW. If SMW is not paid within 270 days, then SMW may take steps under state law to foreclose on its interest in the mineral properties. If the proceeds are not sufficient, then no sale may occur unless consent is provided by SMW. If SMW consents and the proceeds are insufficient, then SMW will have a general unsecured claim for any remaining amounts. SMW will retain its liens and security interests subject to any objections by the Debtor. The Debtor will file any objections within 60 days of the Effective Date.

Class 3 will retain its liens and security interests in the mineral properties until paid in full.

Class 3 is impaired.

Class 4. General Unsecured Claims

Class 4 consists of all unpaid, pre-petition, allowed, unsecured, non-priority claims against the Debtors.[11] Based on the Debtors' schedules and the proofs of claim currently filed with the Bankruptcy Court, the Debtors estimate that the total amount of claims in this class is $270,000.

The Debtors may object to certain claims of insiders.

The Debtors will pay a total of 100% on the allowed claims. The Debtors will pay to Class 4 an amount equal to fifty percent (50%) of the net Lawsuit Proceeds that remain after payment to Class 2, up to the full amount of claims in Class 4. Payment of the fifty percent (50%) interest in the Lawsuit Proceeds will occur within 30 days after the Debtors receive any Lawsuit Proceeds. The Debtor will also use operating revenues to make such payments. The payments from

[11] EnSource is not a creditor of Hopewell and is not a creditor of Title Rover.

operations are set forth below.

If there are any claims remaining in Class 4 after the Debtors have paid the Lawsuit Proceeds to Class 4, the remaining claims will be treated as follows:

Each May 1st, beginning on the first May 1st to arrive after the Effective Date of the Plan, the Debtors will send the creditors in Class 4 the year-end financial statements of Hopewell and Title Rover for the previous calendar year. After payment of all ordinary and necessary expenses, the creditors in Class 4 will receive 50% of Hopewell and Title Rover's combined net cash flow, if any, after payments to creditors in Classes 1 and 3 in the previous calendar year (the "50% Net Cash Flow").

Each year until the Class 4 Creditors have been paid in full, the 50% Net Cash Flow will be distributed to the creditors in Class 4 in quarterly pro-rata payments. The first such payment will take place on the June 30th following distribution of the year-end financial statements. The remaining payments will take place on the following September 15th, December 15th, and March 15th of each year until the Class 4 Creditors have been paid in full.

The Debtors will continue distributing the year-end financial statements and quarterly payments of 50% Net Cash Flow (if any) to the creditors in Class 4 until these creditors are paid in full.

Any failure of the Debtors to timely distribute the year-end financial statements or the quarterly payments of 50% Net Cash Flow shall constitute an event of default under the Plan as to the Class 4 creditors. In the event of such default, any creditor affected by the default may send a notice of the default to the Debtors. If the default is not cured within thirty (30) days of the date of the notice, the affected creditor may proceed to collect all amounts owed under state law without further notice and without recourse to the Bankruptcy Court.

If more than five years are required to pay 100% of the Class 4 claims, the Class 4 creditors will receive interest at 3%. Beginning on the fifth day of the 61st full calendar month following the Effective Date of the Plan, interest will be added to the unpaid portion of the Class 4 claims and the Class 4 creditors will earn interest on their claims going forward until the claims are paid in full.

Any recovery on claims or causes of action asserted by the Debtors after confirmation shall be used to determine net cash flow and to pay creditors in Class 4.

Class 4 is impaired.

ACCEPTANCE OR REJECTION OF PLAN

Each impaired class of Claims shall be entitled to vote separately to accept or reject this Plan unless that class receives no distribution under the Plan. Any class receiving no distribution is deemed to have rejected the Plan. Any unimpaired class of Claims shall not be entitled to vote either to accept or to reject this Plan and is deemed to have accepted the Plan. Each creditor should read this Plan and Disclosure Statement, then complete and return the attached ballot.

Your acceptance of the Plan is important. In order for the Plan to be deemed "accepted" by Creditors and holders of interests, at least sixty-six and two-thirds percent (66-2/3%) in amount of Allowed Claims voting and fifty-one percent (51%) in number of Allowed Claims voting in each Class of Claims must accept the Plan. Whether or not you expect to be present at the hearing, you are urged to fill in, date, sign, and properly mail the Ballot for Accepting or Rejecting Plan of Reorganization to Mr. Reese W. Baker, Attorney for Debtor, 950 Echo Lane, Ste 200, Houston, Texas 77024.

IF ANY CLASS REJECTS THE PLAN, THE DEBTOR MAY SEEK TO "CRAMDOWN" THE CONFIRMATION OF THE PLAN PURSUANT TO 11 U.S.C. §1129(b). THE BANKRUPTCY CODE ALLOWS THE DEBTORS TO REQUEST

THE COURT TO CONFIRM THE PLAN NOTWITHSTANDING THE REJECTION OF ANY CLASS OR CLASSES OF CREDITORS IF THE DEBTORS CAN DEMONSTRATE THAT (i) THE PLAN DOES NOT DISCRIMINATE UNFAIRLY AND (ii) THE PLAN IS FAIR AND EQUITABLE WITH RESPECT TO EACH CLASS OF CLAIMS OR INTERESTS THAT IS IMPAIRED AND HAS NOT ACCEPTED THE PLAN. IN ORDER TO "CRAMDOWN" THE PLAN, THE DEBTORS WILL HAVE TO DEMONSTRATE TO THE BANKRUPTCY COURT AT A HEARING THAT THESE TWO STANDARDS HAVE BEEN SATISFIED. SUCH HEARING WOULD BE PART OF THE CONFIRMATION HEARING ON THE PLAN AND ALL CREDITORS MAY BE PRESENT AND WOULD HAVE AN OPPORTUNITY TO PARTICIPATE IN SUCH HEARING.

EXECUTORY CONTRACTS

Upon confirmation of this Plan, the Debtors shall be deemed to have assumed the following executory contracts:

Hopewell

- A subscription agreement with EnSource Investments, LLC for the issuance of stock subject to the payment of the remaining $100,000 investment.
- Two lease agreements on oil and gas mineral interests with Kristen E. Day Hardwig.
- A contract with Title Rover for use of the Title Rover Software.

Title Rover

- A contract for the development and use of the Title Rover Software with Applied Intelligence Technologies.
- A contract for the development and use of the Title Rover Software with Brent G. Stanley.
- A contract with Title Rover for use of the Title Rover Software.

- A contract for the development and use of the Title Rover Software with Substantia Logix, LLC.

All other executory contracts and leases are deemed rejected by the Debtors as of the Effective Date.

JURISDICTION OF THE BANKRUPTCY COURT

The Bankruptcy Court shall retain exclusive jurisdiction of the case after the Confirmation Date with respect to the parties to, and the subject matter of, this Plan and the Claims, applications, orders, damages, and other events as described in the Plan.

CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§1129(a) or (b) of the Code. These include the following requirements: the Plan must be proposed in good faith; at least one impaired class of claims must accept the Plan, without counting the votes of insiders; the Plan must distribute to each creditor at least as much as the creditor would receive in a chapter 7 liquidation case, unless the creditor votes to accept the Plan; and the Plan must be feasible. These requirements are *not* the only requirements listed in §1129, and they are not the only requirements for confirmation.

A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor has a right to vote for or against the Plan only if that creditor has a claim that is both (1) allowed or allowed for voting purposes; and (2) impaired.

In this case, the Debtors believe that Classes 2 through 4 are impaired and that holders of

claims in each of these classes are therefore entitled to vote to accept or reject the Plan.

1. What Is an Allowed Claim?

Only a creditor with an allowed claim has the right to vote on the Plan. Generally, a claim is allowed if either (1) the debtor has scheduled the claim on the debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim, unless an objection has been filed to such proof of claim. When a claim is not allowed, the creditor holding the claim cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim against Hopewell was September 11, 2017. The deadline for filing a proof of claim against Title Rover was September 20, 2017.

2. What Is an Impaired Claim?

As noted above, the holder of an allowed secured claim has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in §1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

*3. Who is **Not** Entitled to Vote?*

The holders of the following types of claims are *not* entitled to vote:

- holders of claims that have been disallowed by an order of the Court;
- holders of other claims that are not "allowed claims" (as discussed above), unless they have been "allowed" for voting purposes;
- holders of claims in unimpaired classes;
- holders of claims entitled to priority pursuant to §§507(a)(2), (a)(3), and (a)(8) of the Code;
- holders of claims in classes that do not receive or retain any value under the Plan; and
- administrative expenses.

Even if you are not entitled to vote on the Plan, you may have a right to object to the confirmation of the Plan.

4. Who Can Vote in More Than One Class?

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise holds claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

B. Votes Necessary to Confirm Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes.

1. Votes Necessary for a Class to Accept the Plan

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

2. Treatment of Nonaccepting Classes

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by §1129(b) of the Code, including the "absolute priority rule." Under the absolute priority rule, the Court may confirm the Plan over the failure of a class to vote for the Plan provided that for a class of unsecured claims, the Plan must provide that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the Effective Date of the Plan, equal to the allowed amount of the

claim of the creditor, or the holder of any claim or interest that is junior to the claims of such class will not receive or retain under the Plan on account of such junior claim or interest any property. The Debtors believe that the Plan complies with the absolute priority rule in the Code.

A plan that binds nonaccepting classes is commonly referred to as a "cram down" plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of §1129(a)(8) of the Code, does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney if a "cram down" confirmation will affect your claim, as the variations on this general rule are numerous and complex.

EFFECT OF CONFIRMATION

As provided for in Section 1141 of the Bankruptcy Code, the provisions of the Debtors' Plan shall bind the Debtors and any and all creditors under the Plan, whether or not the claim of the creditor is impaired under the Plan and whether or not the creditor has accepted the Plan and whether or not the creditor has filed a claim in the cases. As provided for in Section 1141(b) of the Bankruptcy Code, confirmation of the Debtors' Plan vests all of the property of the estate in the Debtors. After confirmation of the Debtors' Plan, all property of the Debtors dealt with by the Plan (which includes all property of the Debtors) is free and clear of all liens, claims, and interests of creditors and equity security holders, except to the extent provided in this Plan. So long as the payments proposed by this Plan are made by the Reorganized Debtors, no creditor may seek to collect any amounts from the Debtors that were owed prior to the filing of the chapter 11 case or are provided in this plan and any litigation against the Debtors shall be deemed discharged and dismissed.

Upon entry of an order of confirmation of this chapter 11 plan, the Debtors will be discharged from any debt that arose before confirmation of this Plan to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtors will not be discharged from any debt: (i) imposed by this Plan; (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure; or (iii) of a kind specified in § 1141(d)(6)(B).

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 occurring on or prior to the confirmation date, including any interest accrued thereon from and after the petition date, against the Debtors and Debtors-in-Possession, or any of their assets or properties. Except as otherwise provided herein, upon the payment of the amounts provided in this Plan, in accordance with Section 1141 of the Code, all such claims against the Debtors and Debtors-in-Possession shall be satisfied, discharged, and released in full. Except as otherwise provided herein, all creditors shall be precluded from asserting against the Debtors any other or further claim based upon any act or omission, transaction, or other activity of any kind or nature occurring on or prior to the confirmation date.

DISPUTED CLAIMS; OBJECTIONS TO CLAIMS

The Debtors may file an objection to any Claim within sixty (60) days from the Effective Date of the Plan. Objections not filed within the foregoing time period shall be deemed waived, except to the extent that the grounds for the objection could not have been discovered prior to the expiration of the sixty (60) day time period. If an objection is filed to any claim, payments on the claim will not begin until after an Order of the Court allowing the claim has become final.

The Debtors may object to claims of insiders and any claims of insiders are subject to objections by the Debtors.

FEASIBILITY TO PERFORM AND IMPLEMENTATION OF THE PLAN

The Debtors believe that if they obtain favorable judgments in the lawsuits against Ensource and Ensource's principals, the proceeds will significantly decrease the amount of the claims against them. In addition, they believe that they will be able to resume operations with the elimination of the California Lawsuit. If the Debtors are able to resume operations, they will be able to pay the debts in accordance with the proposed Plan. The Debtors believe that their positions in the litigation pending in Houston are meritorious, however the feasibility of the plan is not dependent on a successful outcome of the claims against Ensource.

The projections attached as Exhibit B demonstrate the feasibility of the plan.

FINANCIAL INFORMATION FILED WITH THE COURT

A. Statements of Financial Affairs (Hopewell and Title Rover)

B. Schedules A through H, and Summary of Schedules (Hopewell and Title Rover)

C. Monthly Operating Reports (Hopewell and Title Rover)

PLEASE BE ADVISED THAT THE FINANCIAL INFORMATION ENUMERATED IN SUBPARAGRAPHS A THROUGH C ABOVE IS AVAILABLE IN THE CLERK'S OFFICE OF THE UNITED STATES BANKRUPTCY COURT, 515 RUSK, HOUSTON, TEXAS.

EXHIBITS

A. **Monthly Operating Reports** for the two months prior to the date of this Plan (without bank statements)

B. **Revenue projections and payments** for three (3) years following the Effective Date

C. Ensource Investments, LLC Objection to Disclosure Statement of Hopewell-Pilot Project LLC and Title Rover LLC filed at docket #52 on December 12, 2017.

D. Ensource Investments, LLC Amended Motion to Convert filed at docket #54 on December 12, 2017.

Dated: December 29, 2017

[Remainder of page intentionally left blank]

Hopewell-Pilot Project, L.L.C.

/s/ Mark Willis
By: _____
Mark A. Willis,
President of
Hopewell-Pilot Project, L.L.C.

Title Rover, L.L.C.

/s/ Mark Willis
By: _____
Mark A. Willis,
President of
Title Rover, L.L.C.

ATTORNEY FOR THE DEBTORS:

/s/ Reese Baker
Reese Baker
TX Bar No. 01587700
Baker & Associates
950 Echo Lane, #200
Houston, Texas 77024
(713) 979-2279
(713) 869-9100 Fax

Counsel for the Debtors has made no independent investigation of the information contained herein.