

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

In re:

RAZZOO'S, INC., *et al.*,

Liquidating Debtors.<sup>1</sup>

Chapter 11

Case No. 25-90522 (ARP)

(Jointly Administered)

**NOTICE OF EFFECTIVE DATE**  
**(Relates to Docket No. 262)**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On October 1, 2025, Razzoo's, Inc., *et al.*, the above-captioned debtors (collectively, the "Debtors" or "Liquidating Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Court").

2. On April 22, 2026, the Court entered its *Order Confirming Joint Chapter 11 Plan* [Docket No. 262] (the "Confirmation Order") and confirmed the Debtors' *Joint Combined Chapter 11 Plan and Disclosure Statement* (the "Plan"). A copy of the Plan is attached to, and incorporated in, the Confirmation Order.<sup>2</sup>

3. **Effective Date of Plan.** Pursuant to the Plan and Confirmation Order, the Debtors hereby certify and give notice that the Plan became effective in accordance with its terms. All conditions precedent to the Effective Date have been satisfied, and the Effective Date occurred on **April 24, 2026 at 12:01 a.m. (prevailing Central Time)**.

4. **Establishment of Liquidating Trust.** Pursuant to the Plan and Confirmation Order, the Debtors and Liquidating Trustee were authorized to execute and deliver the Liquidating Trust Agreement approved by the Court. A copy of the executed Liquidating Trust Agreement is attached hereto as **Exhibit A**.

5. **Administrative Claims.** Except as otherwise provided in the Plan or Confirmation Order, and unless previously filed, all Holders of Administrative Claims, other than Professionals, must file and serve applications for the allowance of Administrative Claims no later than the first Business Day that is thirty (30) days after the Effective Date. Accordingly, the Administrative Claim Bar Date is **May 25, 2026**. *See* Plan, Art. III(A).

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<sup>1</sup> The Liquidating Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Razzoo's, Inc. (9753) and Razzoo's Holdings, Inc. (9608).

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Confirmation Order.



**Exhibit A**

**Liquidating Trust Agreement**

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

In re:

RAZZOO'S, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-90522 (ARP)

(Jointly Administered)

**LIQUIDATING TRUST AGREEMENT**

This Liquidating Trust Agreement (this "Agreement"), is made this 24th day of April, 2026 (the "Effective Date"), by and among Razzoo's, Inc. and Razzoo's Holdings, Inc. (collectively, the "Debtors"), as debtors in the above-captioned bankruptcy cases (the "Chapter 11 Cases") pending in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court"), and Douglas J. Brickley, as Liquidating Trustee (in such capacity as Liquidating Trustee of the Liquidating Trust, the "Liquidating Trustee" or "Trustee"), for the benefit of the Liquidating Trust Beneficiaries (as defined in the Bankruptcy Court's *Order Confirming Joint Chapter 11 Plan* [Docket No. 262] (the "Confirmation Order") and the Debtors' *Joint Combined Chapter 11 Plan and Disclosure Statement* (the "Plan") attached thereto) entitled to proceeds of the Liquidating Trust Assets (as defined in the Plan).

**RECITALS**

A. Entry of the Confirmation Order (as defined in the Plan) shall constitute a finding that the Liquidating Trust exists and is a valid entity for purposes of all non-bankruptcy law.

B. This Cajun Café Liquidating Trust (the "Trust" or the "Liquidating Trust") is established, pursuant to the Plan, as a liquidating trust for the sole purpose of liquidating the Liquidating Trust Assets, with no objective to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of this Trust and the terms of the Plan.

C. Capitalized terms used in this Agreement and not defined herein have the meanings ascribed to them in the Plan, or if not defined in the Plan, the meanings ascribed to them in the Bankruptcy Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in the Plan; the Debtors and the Trustee agree as follows:

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<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Razzoo's, Inc. (9753) and Razzoo's Holdings, Inc. (9608).

**ARTICLE I**  
**PURPOSE OF THE TRUST**

The Liquidating Trust shall be established, in accordance with Treasury Regulation Section 301.7701-4(d), only for the purposes of liquidating and distributing the Liquidating Trust Assets, including, but not limited to prosecuting and resolving objections to Disputed Claims against the Debtors, with no objective to continue or engage in the pursuit of a trade or business; *provided, however*, that the Liquidating Trustee shall be authorized to take all actions necessary and appropriate to pursue, collect and liquidate any Liquidating Trust Assets in accordance with and subject to the provisions of the Plan. Notwithstanding any other section of the Plan or this Agreement, it is the express intent that the Liquidating Trust shall survive until such purpose is either achieved or determined to be impracticable or impossible.

**ARTICLE II**  
**ESTABLISHMENT OF THE TRUST**

**A. Name of the Trust**

The name of the Trust shall be the Cajun Café Liquidating Trust.

**B. Transfer of Liquidating Trust Assets to the Trust**

Except as otherwise provided by the Plan or this Agreement, on the Effective Date, the Liquidating Trust Assets shall be deemed transferred to the Trust free and clear of all Claims and Interests, in accordance with section 1141 of the Bankruptcy Code.

**C. Title to the Liquidating Trust Assets**

The Trustee shall hold title to the Liquidating Trust Assets for the benefit of the Liquidating Trust Beneficiaries, subject to the terms of the Plan and this Agreement. The Liquidating Trust Assets will be treated for tax purposes as being transferred by the Debtors to the Liquidating Trust Beneficiaries, and then by such Liquidating Trust Beneficiaries to the Trust in exchange for interests (the "Liquidating Trust Beneficial Interests") for the benefit of such Holders in accordance with the Plan. Accordingly, the Holders of the Liquidating Trust Beneficial Interests as of the Effective Date shall be treated for federal income tax purposes as the grantors and owners of their respective shares of the Trust. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local tax purposes.

**D. Appointment of the Trustee**

Pursuant to the Confirmation Order, Douglas J. Brickley has been designated to serve as the Trustee, and the Trustee hereby accepts such appointment and agrees to serve in such capacity, as of the Effective Date. The Trustee shall be deemed to be appointed pursuant to Bankruptcy Code section 1123(b)(3)(B).

**E. Rights of Debtors**

On the Effective Date, the Trustee shall succeed to all of the Debtors' right, title and interest in the Liquidating Trust Assets, but subject to the terms of the Plan and this Agreement, and the Debtors or Liquidating Debtors, as applicable, will have no further interest in or with respect to the Liquidating Trust Assets or this Trust. The Trustee shall be vested with all rights and discretion regarding the Liquidating Trust Assets. In no event shall any part of the Liquidating Trust Assets revert to or be distributed to the Debtors or Liquidating Debtors.

**F. Grantors**

Pursuant to the Plan, the Debtors have agreed to contribute certain property to the Trust and have agreed to the terms of this Agreement solely in their capacity as Grantors.

**G. Nontransferability**

The Liquidating Trust Beneficial Interests shall be nontransferable, except upon the Trustee's written consent, which may be withheld for any reason in the Trustee's sole and absolute discretion.

**ARTICLE III**  
**THE TRUSTEE**

**A. Authority of the Trustee**

The Trustee is hereby empowered to, subject to the limitations set forth in this Agreement, take any and all actions to effectuate the purpose of the Trust. Without limiting the generality of the previous sentence, the Trustee shall have the power to, for the benefit of the Liquidating Trust Beneficiaries:

(i) receive, hold, manage, sell, prosecute, resolve, invest, supervise, protect and liquidate the Liquidating Trust Assets;

(ii) withdraw, make Plan Distributions, and pay taxes and other obligations owed by Debtors, Liquidating Debtors, or the Trust from the Cash held as Liquidating Trust Assets or otherwise received by the Trust in accordance with the Plan or applicable law;

(iii) execute, deliver, file, and record contracts, instruments, releases, indentures, certificates, and other agreements or documents, and take such actions, as it may deem reasonably necessary or appropriate to effectuate and implement the terms and conditions thereof or of the Plan;

(iv) calculate and implement Plan Distributions to Liquidating Trust Beneficiaries and other Holders of Allowed Claims out of the Liquidating Trust Assets or other Cash received and held by the Trust in accordance with the Plan;

(v) protect, preserve, and enforce the rights to, the Liquidating Trust Assets by any method deemed appropriate, including by judicial proceeding before the Bankruptcy Court or other court of competent jurisdiction;

(vi) compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise resolve or settle, in accordance with the terms hereof, Claims in favor of, or against, the Debtors, Liquidating Debtors, or the Trust;

(vii) determine and satisfy any and all liabilities created, incurred, or assumed by the Liquidating Debtors or the Trust;

(viii) pay all expenses of the Trust and make other payments relating to the Liquidating Trust Assets;

(ix) obtain and maintain insurance coverage with respect to the liabilities and obligations of the Trustee and the Trust (in the form of an errors and omissions policy, fiduciary policy, or otherwise);

(x) obtain and maintain insurance coverage with respect to real and personal property which may become Liquidating Trust Assets, if any;

(xi) retain and pay such third parties, including, one or more paying agents or counsel, as the Trustee may deem necessary or appropriate in its sole and reasonable discretion to assist the Trustee in carrying out its powers and duties to the Trust under this Agreement;

(xii) exercise such other powers as may be vested in or assumed by the Liquidating Debtors, the Trust or the Trustee pursuant to the Plan, Confirmation Order, or Final Order of the Bankruptcy Court, or as may be necessary, proper and appropriate to carry out the provisions of the Plan;

(xiii) prosecute and resolve objections to Disputed Claims against the Debtors that are payable from the Liquidating Trust Assets; and

(xiv) file all necessary tax returns and other filings with Governmental Units on behalf of the Liquidating Debtors, the Trust and the Liquidating Trust Assets held therein pursuant to the terms of this Agreement.

**B. Limitations on Trustee's Authority**

(i) The Trustee is not authorized to engage in any trade or business with respect to the Liquidating Trust Assets, and shall engage only in activity reasonably necessary to, and consistent with, the liquidating purpose of the Trust. All actions taken by the Trustee shall be consistent with the expeditious but orderly liquidation of the Liquidating Trust Assets as is required by applicable law and consistent with the treatment of the Trust as a liquidating trust under Treasury Regulation Section 301.7701-4(d).

(ii) In all circumstances, the Trustee shall act in the best interests of all Liquidating Trust Beneficiaries and in furtherance of the purpose of the Trust.

(iii) The Trustee shall liquidate and convert to Cash the Liquidating Trust Assets in an expeditious but orderly manner, make timely Plan Distributions, and not unduly prolong the duration of the Trust.

(iv) Any investments of the Cash portion of the Liquidating Trust Assets by the Trustee must be permitted investments for a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d), or under applicable Internal Revenue Service guidelines, rulings, or other controlling authority.

**C. Discretion**

Subject to express provisions of this Agreement and the Plan, the Trustee shall have absolute discretion to pursue, or not pursue, any and all claims, rights, or Causes of Action, as it determines is in the best interests of the Liquidating Trust Beneficiaries and consistent with the purposes of the Trust, and shall not have liability for the outcome of his decisions. The Trustee may incur any reasonable and necessary expenses in liquidating and converting the Liquidating Trust Assets to Cash.

**D. Retention of Professionals**

The Trustee may retain and reasonably compensate counsel and other professionals to assist in his duties as Trustee on such terms as the Trustee deems appropriate without Bankruptcy Court approval. The Trustee may retain any professional who represented parties in interest in the Chapter 11 Cases. The Trustee shall be entitled to rely, in good faith, on the advice of his or her retained professionals.

**E. Liability of Trustee and His or Her Agents**

Neither the Trustee, nor the employees, professionals, agents, and representatives of the Trust or the Trustee (collectively the "Covered Persons"), shall be held liable for actions taken or omitted in its capacity as, or on behalf of, the Trust or Trustee, except to the extent that such actions taken or not taken after the Effective Date by the Covered Persons are determined by Final Order to be solely due to such Covered Person's gross negligence, fraud, or willful misconduct. All Persons or Entities dealing with the Trustee shall look only to the Liquidating Trust Assets to satisfy any liability incurred by the Trustee in carrying out the terms of this Agreement, and, subject to the preceding portions of this section, none of the Covered Persons shall have any personal obligation to satisfy any such liability.

**F. Compensation of the Trustee and Other Employees**

Following the Effective Date, the Trustee shall be compensated on an hourly basis at the Trustee's standard hourly rate, to be paid each month until the Chapter 11 Cases are dismissed or closed, and shall be entitled to reimbursement of all reasonable expenses incurred by the Trustee in discharging his duties hereunder. The Trustee may pay his or her compensation and other costs, expenses and repayment obligations of the Trust before approving or making any Plan Distributions to the Liquidating Trust Beneficiaries.

**G. Exculpation; Indemnification**

All of the Covered Persons shall be, and hereby are, exculpated by all Persons and Entities, including the Liquidating Trust Beneficiaries, from any and all claims, Causes of Action and other assertions of liability arising out of the discharge of the powers and duties conferred upon them by the Plan, this Agreement, or any Final Order of the Bankruptcy Court entered pursuant to, or in furtherance of, the Plan, or by applicable law, except for actions or omissions that are determined by a Final Order to have arisen out of its or their own willful misconduct, fraud, or gross negligence. No Person or Entity shall have, or be permitted to pursue, any claim or Cause of Action against any of the Covered Persons for making payments in accordance with the Plan, or for implementing any other provision of the Plan. To the fullest extent permitted by applicable law, the Trust shall indemnify, defend, and hold harmless the Covered Persons from and against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements, and related expenses that the Covered Persons may incur or to which the Covered Persons may become subject in connection with any actions or inactions in their capacity as such, except for actions or inactions involving willful misconduct, fraud, or gross negligence. The Covered Persons shall be entitled to obtain advances from the Trust to cover their reasonable fees and expenses incurred in defending any such actions or inactions. The foregoing indemnity in respect of any Covered Person shall survive the termination of such Covered Person from the capacity for which they are indemnified.

**H. Termination**

The duties, responsibilities and powers of the Trustee shall terminate on the date the Trust is dissolved; *provided, however*, that Article III, Sections E - G shall survive such termination and dissolution.

**I. Resignation, Death, or Removal**

The Trustee or any successor trustee may resign upon thirty (30) days' notice by an instrument in writing signed by the Trustee and filed with the Bankruptcy Court. The Trustee or any successor may be removed at any time with or without cause by the Bankruptcy Court. Any party in interest may apply to the Bankruptcy Court for an order removing the Trustee for cause, with the determination of cause left to the reasonable discretion of the Bankruptcy Court. In the event of the removal of the Trustee, the Trustee shall be entitled to immediate payment of all compensation earned through and including the effective date of such removal.

**J. Successor Trustee**

In the event of resignation, death, or removal, as provided herein, any party in interest, any professional for the Trustee, the Trustee, or the United States Trustee may seek to designate a successor trustee and the Bankruptcy Court shall appoint a successor trustee to perform the duties, functions, and obligations, and to exercise the rights and authority of Liquidating Trustee, as described in the Plan. Any successor to the initial Trustee shall execute an instrument accepting such appointment and shall file such acceptance with the Trust records and with the Bankruptcy Court.

**ARTICLE IV**  
**DISTRIBUTIONS**

**A. Plan Distributions to Liquidating Trust Beneficiaries**

The Trustee shall distribute Cash in accordance with the Liquidating Trust Agreement, beginning on the Effective Date or as soon thereafter as is practicable, from the Liquidating Trust Assets on hand (including any Cash received from the Debtors on the Effective Date), except such amounts (i) as would be distributable to a holder of a Disputed Claim if such Disputed Claim had been Allowed, prior to the time of such Plan Distribution (but only until such Claim is resolved), (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the Liquidating Trust Assets during litigation, (iii) to pay reasonable expenses (including, but not limited to, any taxes imposed on the Trust or in respect of the Liquidating Trust Assets), and (iv) to satisfy other liabilities incurred by the Trust in accordance with the Plan or this Agreement. The timing and amount of each Plan Distribution by the Trustee shall be determined by the Trustee and shall be consistent with the terms set forth in the Plan, any applicable order of the Bankruptcy Court, and this Agreement.

**B. Priority of Distribution of Liquidating Trust Assets**

The Liquidating Trust, through the Liquidating Trustee, shall be responsible for distributing Liquidating Trust Assets, or the proceeds thereof, on account of the following Claims or Interests in the order of priority shown: (i) to satisfy outstanding Allowed Priority Non-Tax Claims, if any; then (ii) to satisfy outstanding Other Secured Claims on the Debtors' Cash, if any; then (iii) to satisfy Allowed General Unsecured Claims on a Pro Rata basis; then (iv) to satisfy Allowed Subordinated Claims, if any, on a Pro Rata basis; and finally, (v) to satisfy Allowed Equity Interests in accordance with such preferences or priorities as provided in the Plan. For the avoidance of doubt, all expenses of the Liquidating Trust that are directly related to the administration of the Liquidating Trust Assets shall be taxed against the gross proceeds of the Liquidating Trust Assets and shall be satisfied prior to any subsequent Plan Distributions. Other than the enumerated Claims, no other Claims against the Debtors or their Estates shall be charged against the Liquidating Trust.

**C. Administration of Distributions**

(i) Manner of Payment. At the option of the Trustee, any Cash payment to be made hereunder may be made by a check or wire transfer.

(ii) No Fractional Payments. Whenever a payment of a fraction of a dollar would otherwise be called for, the actual payment shall reflect a rounding down to the nearest whole dollar.

(iii) De Minimis Distributions. Notwithstanding anything to the contrary contained in the Plan or this Agreement, the Trustee shall not be required to distribute Cash to a Liquidating Trust Beneficiary if the amount of Cash to be distributed on account of such Claim is less than \$50. Any Holder of an Allowed Claim on account of which the amount of Cash to be distributed is less than \$50 shall have such Claim discharged and shall be forever barred from asserting any such Claim against the Liquidating Debtors, the Trust, or their respective property. Any Cash not

distributed pursuant to this provision shall be the property of the Trust, free of any restrictions thereon. The Trustee may, in his or her sole discretion, remit any Cash not distributed or otherwise utilized by the Trust pursuant to this section of Agreement to the State of Texas and/or pay such Cash into the registry of the Bankruptcy Court.

(iv) Setoffs. The Trustee may set off against any Plan Distributions to be made to a Liquidating Trust Beneficiary hereunder, claims, rights and Causes of Action of any nature that the Trustee may at any time hold against such Liquidating Trust Beneficiary; *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim under or in accordance with the Plan shall constitute a waiver or release by the Trustee of any such claim, right and Causes of Action that the Trustee may at any time possess against such Liquidating Trust Beneficiary.

(v) Disputed Payments. If any dispute arises as to the identity of a Liquidating Trust Beneficiary who is to receive any Plan Distribution, the Trustee may, in lieu of making such Plan Distribution to such Person, make reserve for such Plan Distribution. Such Plan Distribution shall be held in reserve until the disposition thereof shall be determined by Final Order of the Bankruptcy Court or other court of competent jurisdiction or by written agreement among the interested parties to such dispute.

(vi) Unclaimed Distributions. In the event any Plan Distribution to any Liquidating Trust Beneficiary is returned as undeliverable, the Trustee shall use commercially reasonable efforts to determine the current address of such Liquidating Trust Beneficiary. No additional Plan Distribution shall be made to such Liquidating Trust Beneficiary until the Trustee has notified in writing of such Liquidating Trust Beneficiary's then-current address, at which time the Plan Distribution shall be made to such Liquidating Trust Beneficiary. The Trustee shall file a *Notice of Distribution* within ten (10) Business Days of the date on which Plan Distributions are made under the Plan, which notice shall also identify any Liquidating Trust Beneficiaries having failed to return an executed Request for Tax Form. All Claims for undelivered or undeliverable Plan Distributions must be made no later than sixty (60) days following the date that the *Notice of Distribution* is filed. After such date, all unclaimed Plan Distributions will revert to the Trust for distribution in accordance with the Plan and this Agreement, and the Claim or Equity Interest of any Liquidating Trust Beneficiary with respect to such Plan Distribution will be discharged and forever barred. Checks issued in respect of Allowed Claims or Equity Interests will be null and void if not negotiated within ninety (90) days after the date of issuance thereof.

(vii) Abandonment. The Trustee may abandon, in any commercially reasonable manner, any property that the Trustee reasonably concludes is of no benefit to the Liquidating Trust Beneficiaries.

**ARTICLE V**  
**DISSOLUTION OF TRUST**

**A. Dissolution**

The Trust shall terminate upon the date on which all of the following events (each, a “Termination Condition,” and, collectively, the “Termination Conditions”) have occurred: (i) the dissolution of the Liquidating Debtors pursuant to the Plan; (ii) the Liquidating Trust Assets, including Retained Causes of Action transferred and assigned to the Trust, are fully resolved, abandoned or liquidated in accordance with the Plan and this Agreement; (iii) all Cash has been completely distributed in accordance with the Plan and this Agreement; (iv) all tax returns and any other filings or reports have been filed with the appropriate state or federal regulatory authorities; and (v) the order closing the Chapter 11 Cases is a Final Order. Upon the occurrence of each of the foregoing events, the duties, responsibilities and powers of the Trustee shall terminate, and the Trustee shall be discharged. Except in the circumstances set forth below, the Trustee shall dissolve the Trust in accordance with the provisions of this section no later than five (5) years after the Effective Date in accordance with applicable IRS revenue procedures.

The Bankruptcy Court may extend the term of the Trust one or more times (not to exceed a total of four (4) extensions, unless the Trustee receives a favorable ruling from the IRS that any further extension would not adversely affect the status of the Trust as a liquidating trust for federal income tax purposes) for a finite period upon a showing of good cause and based on the particular circumstance at issue. Each such extension must be approved by the Bankruptcy Court with notice thereof to all unpaid Liquidating Trust Beneficiaries.

Notwithstanding any other section of the Plan or this Agreement, it is the express intent that the Trust shall survive until each of the Termination Conditions have either occurred or be determined to be impracticable or impossible. To the extent that the Trust shall be deemed terminated pursuant to applicable law at any time prior to the occurrence of each Termination Condition, the Trustee shall not be discharged, but shall have such “wind-up” powers, both express and implied, as are necessary to achieve all outstanding Termination Conditions, including, but, not limited to the authority to: (i) continue prosecuting any Causes of Action belonging to the Trust; (ii) continue Claim administration responsibilities set forth in the Plan; and (iii) distribute the Cash proceeds of the Liquidating Trust Assets in a manner consistent with this Agreement. In no event shall the Liquidating Trust Beneficiaries be entitled to receive in-kind distributions of the Liquidating Trust Assets.

**B. Post-Dissolution**

Upon liquidation and distribution of all the Liquidating Trust Assets, the Trustee shall retain the books, records and files that shall have been created by the Trustee; *provided, however*, that at his or her sole discretion, all of such records and documents may be destroyed at any time following the date of final distribution of Liquidating Trust Assets as the Trustee deems appropriate (unless the records and documents are necessary to fulfill the Trustee’s obligations pursuant to this Agreement).

**ARTICLE VI**  
**AMENDMENT AND WAIVER**

**A. Amendment; Waiver**

The Trustee may amend, supplement, or waive any non-substantive provision of this Agreement, without notice to or the consent of any Liquidating Trust Beneficiary or the approval of the Bankruptcy Court, in order to: (i) cure any nonmaterial or non-substantive ambiguity, omission, defect, or inconsistency in this Agreement, provided that such amendments, supplements or waivers shall not adversely affect (a) the Plan Distributions to any of the Liquidating Trust Beneficiaries, or (b) the U.S. federal income status of the Trust as a “liquidating trust”; (ii) comply with any requirements in connection with the U.S. federal income tax status of the Trust as a “liquidating trust”; or (iii) expand, add to, or modify the original stated purpose of the Trust. Notwithstanding anything to the contrary in this section, any amendments, supplements, or waivers of the provisions of this Agreement shall not be inconsistent with the purpose and intention of the Trust to liquidate in an expeditious but orderly manner the Liquidating Trust Assets in accordance with Treasury Regulation Section 301.7701-4(d).

**ARTICLE VII**  
**MISCELLANEOUS PROVISIONS**

**A. Intention to Establish Grantor Trust**

This Agreement is intended to create a grantor trust for federal income tax purposes and, to the extent provided by applicable law, shall be governed and construed in all respects as such a trust. Any ambiguity herein shall be construed consistent with that intent and, if necessary, this Agreement may be amended to comply with such federal income tax laws, which amendments may apply retroactively.

**B. Laws as to Construction**

Except as to formation of the Trust, which shall be deemed effective upon the Effective Date, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the rules governing the conflict of law which would require the application of the law of another jurisdiction.

**C. Severability**

If any provision of this Agreement or application thereof to any Person, Entity, or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons, Entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**D. Notices**

Any notice of other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office box, or transmitted by telex, facsimile or other telegraphic means, or sent by a nationally recognized overnight delivery service, addressed to the person for whom such notice is intended at the appropriate address set forth below, or such other address as may be provided to the other parties in writing.

If to the Trustee:

Cajun Café Liquidating Trust  
Attn: Douglas J. Brickley  
dbrickley@stout.com

**E. Notices if to a Beneficiary**

Subject to any transfer recognized by the Trustee as set forth in Article I, Section G of this Agreement, any notice or other communications hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office box, or transmitted by telex, facsimile or other telegraphic means, or sent by a nationally recognized overnight delivery service, addressed to the person for whom such notice is intended to the name and address set forth in the case of a Liquidating Trust Beneficiary, on such Liquidating Trust Beneficiary's Proof of Claim, or if no Proof of Claim is filed, the address listed on the Debtors' Schedules or as listed in any other notice filed with the Bankruptcy Court and, if applicable, the Trust or such other means reasonably calculated to apprise the Liquidating Trust Beneficiary.

**F. Headings**

The section headings contained herein are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any term or provision hereof.

**G. Plan**

The terms of this Agreement are intended to supplement the terms provided by the Plan and the Confirmation Order. However, in the event of any direct conflict or inconsistency between any provision of this Agreement, on the one hand, and the provisions of the Plan and the Confirmation Order, on the other hand, the provisions of the Confirmation Order shall control.

**H. Entire Agreement**

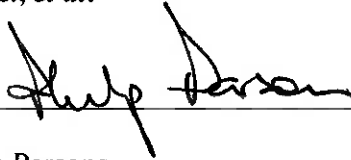
This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements or understanding between the parties with respect to the subject matter hereof.

**I. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. A facsimile or electronic mail signature of any party shall be considered to have the same binding legal effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first written above.

**Razzoo's, Inc., et al.**

Signature: 

Name: Philip Parsons

Title: Authorized Representative

**Cajun Café Liquidating Trust**

Signature: \_\_\_\_\_

Name: Douglas J. Brickley

Title: Liquidating Trustee

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first written above.

**Razzoo's, Inc., et al.**

Signature: \_\_\_\_\_

Name: Philip Parsons

Title: Authorized Representative

**Cajun Café Liquidating Trust**

Signature:  \_\_\_\_\_

Name: Douglas J. Brickley

Title: Liquidating Trustee