

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

IN RE:	§	
	§	
WEST TEXAS GUAR, INC.,	§	CASE NO. 14-50056-rlj11
	§	
DEBTOR.	§	

THIRD AMENDED JOINT PLAN OF REORGANIZATION
(SOLICITATION VERSION)

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INTRODUCTION

The Debtor and Scopia Windmill ("Plan Proponents") submit the following Third Amended Joint Plan of Reorganization (the "Plan") for the resolution of outstanding Claims against, Interests in, and Expenses incurred by the Debtor. The Plan provides that the Reorganized Debtor will continue to operate as a going-concern and contributions from both the Plan Sponsor, Cor Capital Group LLC (or its designee) and Scopia Windmill (or its designee) will allow the Reorganized Debtor to make payments to creditors as set forth in this Plan. The Plan incorporates a global settlement (the "Settlement") under Federal Bankruptcy Rule of Procedure 9019 between the Debtor, Scopia Windmill, certain settling Growers (known as the "9019 Growers"), and others, which Parties (collectively, the "Settlement Parties") believe is in the best interests of the Estate and creditors. The Settlement will resolve disputes that have proven costly, and which, if left unresolved, could delay, impair or preclude a reorganization that will provide a higher recovery to all creditors than is available under an alternative hypothetical liquidation of the Debtor's assets.

Article I. Definitions, Rules of Interpretation, Construction of Terms, Computation of Time, and Governing Law

Section 1.01 Defined Terms: All capitalized terms not defined elsewhere in the Plan shall have the meaning assigned to them in the Glossary of Defined Terms attached hereto as **Exhibit A**. Any capitalized term used in the Plan and not defined herein, but that is defined in the Bankruptcy Code, has the meaning assigned to that term in the Bankruptcy Code. Any capitalized term used in this Plan and not defined herein or in the Bankruptcy Code, but that is defined in the Bankruptcy Rules, has the meaning assigned to that term in the Bankruptcy Rules.

Section 1.02 Rules of Interpretation and Construction of Terms:

- (a) For the purposes of the Plan, any reference in the Plan to an existing document or exhibit filed or to be filed means that document or exhibit as it may have been or may be amended, supplemented, or otherwise modified.
- (b) The words "herein," "hereof," and "hereunder" and other words of similar import refer to the Plan as a whole and not to any particular article, section, subsection or clause contained in the Plan, unless the context requires otherwise.
- (c) Whenever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, feminine, or neuter form include the masculine, feminine, and neuter form.
- (d) Captions and headings to articles, sections, and exhibits are inserted for convenience of reference only and are not intended to be part of or to affect the interpretation of the Plan.
- (e) The rules of construction set forth in Bankruptcy Code § 102 shall apply.

- (f) All exhibits to the Plan and the Plan Supplement are incorporated into the Plan by this reference and are a part of the Plan as if set forth fully herein. The Plan Supplement shall be filed with the Bankruptcy Court not less than ten days prior to the commencement of the Confirmation Hearing. Holders of Claims and Interests may obtain a copy of all Plan Documents, once filed, by written request sent to Samuel M. Stricklin or Lauren K. Drawhorn, Bracewell & Giuliani LLP, 1445 Ross Avenue, Suite 3800, Dallas, Texas 75202-2711, Facsimile: (214) 468-3888, or Email: sam.stricklin@bgllp.com or lauren.drawhorn@bgllp.com.

Section 1.03 Computation of Time: In computing any period of time, date, or deadline prescribed or allowed in the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply. If the date on which a transaction may or must occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

Section 1.04 Reference to Monetary Figures: All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

Section 1.05 Governing Law: Except to the extent the Bankruptcy Code or the Bankruptcy Rules are applicable or as otherwise provided in a specific agreement, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas without giving effect to the principles of conflicts of law thereof.

Article II. Treatment of Unclassified Administrative Claims and Priority Tax Claims

In accordance with Bankruptcy Code § 1123(a)(1), Administrative Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims set forth in the Plan.

Section 2.01 Administrative Claims:

- (a) General: Subject to the Administrative Claim Bar Date provisions herein and unless otherwise provided for in the Plan; an order of the Bankruptcy Court or to the extent that any entity entitled to payment of an Allowed Administrative Claim agrees to a less favorable treatment, each Holder of an Allowed Administrative Claim due and payable on or prior to the Effective Date shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Administrative Claim, within ten Business Days (or as soon thereafter as practicable) after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Reorganized Debtor and the Holder of such Allowed Administrative Claim, either Cash equal to the unpaid amount of such Allowed Administrative Claim or such other less favorable treatment as to which the Reorganized Debtor and the Holder of such Allowed Administrative Claim shall have agreed upon in writing.
- (b) Payment of Statutory Fees: All fees payable pursuant to 28 U.S.C. § 1930 shall be paid in Cash equal to the amount of such Administrative Claim when due.
- (c) Administrative Claim Bar Dates and Objection Deadlines:
 - (i) Deadline: Except as otherwise provided in this section of the Plan, requests for payment of Administrative Claims for which no bar date has otherwise been previously established must be included within a motion or application and filed and served on the Post-Confirmation Service List no later than the Administrative Claim Bar Date. Holders of Administrative Claims that are required to file requests for payment of such Administrative Claims and that do not file such requests by the Administrative Claim Bar Date shall be forever barred from asserting such Administrative Claims against the Debtor, the Reorganized Debtor, or their property. Objections to Administrative Claims must be filed and served on the Reorganized Debtor, and the Holder of the Administrative Claim that is the subject of such objection no later than the Administrative Claim Objection Deadline.

- (ii) Form: Requests for payment of Administrative Claims included in a Proof of Claim are of no force and effect, and are disallowed in their entirety as of the Confirmation Date unless such Administrative Claim is subsequently filed in a timely motion or application as provided above. However, to the extent a Governmental Unit is not required to file a request for payment of an Administrative Claim pursuant to Bankruptcy Code § 503(b)(1)(D), a Proof of Claim filed by such Governmental Unit prior to the applicable bar date set forth in the Plan for filing a request for payment of such Administrative Claim shall fulfill the requirements of this section of the Plan.
 - (iii) Resolution of Administrative Claims and Claims: On and after the Effective Date, Reorganized Debtor shall have the authority to compromise, settle, otherwise resolve, or withdraw and objections to Administrative Claims and Claims and compromise, settle, or otherwise resolve Disputed Administrative Claims and Disputed Claims without approval of the Bankruptcy Court.
 - (iv) Professionals: All Professionals shall file and serve on the Post-Confirmation Service List an application for final allowance of any Professional Fee Claim no later than the Professional Fee Claim Bar Date. Objections to Professional Fee Claims must be filed and served on the Reorganized Debtor and the Professional to whose application the objections are addressed no later than the Professional Fee Claim Objection Deadline. Any Professional that does not file an application for final allowance of any Professional Fee Claim by the Professional Fee Claim Bar Date shall be forever barred from asserting any such Professional Fee Claim against the Debtor, the Reorganized Debtor, or their property. Any professional fees and reimbursements for expenses incurred by the Reorganized Debtor after the Effective Date may be paid without application to the Bankruptcy Court.
- (d) Post-Petition Tax Claims: All requests for payment of Post-Petition Tax Claims for which no bar date has otherwise been previously established must be filed on or before the Post-Petition Tax Claim Bar Date. A Holder of any Post-Petition Tax Claim that is required to file a request for payment of such taxes and does not file and serve such request on the Post-Confirmation Service List by the Post-Petition Tax Claim Bar Date shall be forever barred from asserting any such Post-Petition Tax Claim against the Debtor, the Reorganized Debtor, or their property, whether any such Post-Petition Tax Claim is deemed to arise prior to, on, or subsequent to the Effective Date. To the extent that the Holder of a Post-Petition Tax Claim holds a Lien to secure its Post-Petition Tax Claim under applicable state law, the Holder of such Post-Petition Tax Claim shall retain its Lien until its Allowed Post-Petition Tax Claim has been paid in full. Objections to Post-Petition Tax Claims must be filed and served on the Reorganized Debtor and the Holder of the Post-Petition Tax Claim that is the subject of such objection no later than the Post-Petition Tax Claim Objection Deadline.

Section 2.02 Allowed Priority Tax Claims: Unless otherwise provided for pursuant to an order of the Bankruptcy Court or to the extent that any entity entitled to payment of an Allowed Administrative Claim agrees to a less favorable treatment, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim within ten Business Days (or as soon thereafter as practicable) after the later of (a) the Effective Date, (b) the Allowance Date, or (c) such date as is mutually agreed upon by the Reorganized Debtor and the Holder of such Allowed Priority Tax Claim, either Cash equal to the unpaid amount of such Allowed Priority Tax Claim or such other less favorable treatment as to which the Reorganized Debtor and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing.

Section 2.03 Ordinary Course Liabilities: The Reorganized Debtor shall pay each Ordinary Course Liability pursuant to the payment terms and conditions of the particular transaction giving rise to the Ordinary Course Liability. Holders of an Ordinary Course Liability will not be required to file or serve any request for payment of the Ordinary Course Liability.

Article III. Classification and Treatment of Claims and Interests

Section 3.01 Classification of Claims and Interests:

- (a) Pursuant to Bankruptcy Code § 1122, a Claim or Interest is placed in a particular Class for purposes of voting on the Plan and receiving Distributions under the Plan only to the extent (i) the Claim or Interest qualifies within the description of that Class; (ii) the Claim or Interest is an Allowed Claim or Allowed Interest in that Class; and (iii) the Claim or Interest has not been paid, released, or otherwise compromised before the Effective Date. In accordance with Bankruptcy Code § 1123(a)(1), all Claims and Interests except Administrative Claims and Priority Tax Claims are classified in the Classes set forth below.

Section 3.02 Classes, Impairment and Voting Status, and Treatment:

Class #	Class Description	Impairment and Voting Status	Treatment
1.	Allowed Priority Non-Tax Claims	Unimpaired / Not Entitled to Vote	Unless otherwise provided for pursuant to an order of the Bankruptcy Court or by agreement among the parties, each Holder of an Allowed Priority Non-Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Non-Tax Claim within ten Business Days after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Reorganized Debtor and the Holder of such Allowed Priority Non-Tax Claim, either Cash equal to the unpaid amount of such Allowed Priority Non-Tax Claim or such other less favorable treatment as to which the Reorganized Debtor and the Holder of such Allowed Priority Non-Tax Claims shall have agreed upon in writing.
2.	Allowed Secured Tax Claims	Unimpaired / Not Entitled to Vote	Unless otherwise provided for pursuant to an order of the Bankruptcy Court or by agreement among the parties, each Holder of an Allowed Secured Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Secured Tax Claim within ten Business Days after the later of (a) the Effective Date, (b) the Allowance Date, (c) the date of liquidation or other disposition of the applicable collateral and (d) such date as is

			mutually agreed upon by the Reorganized Debtor and the Holder of such Allowed Secured Tax Claim, either Cash equal to the unpaid amount of such Allowed Secured Tax Claim or such other less favorable treatment as to which the Reorganized Debtor and the Holder of such Allowed Secured Tax Claim shall have agreed upon in writing. Holders of Secured Tax Claims shall retain their Liens on the applicable collateral or proceeds until such Holder has received all such treatment to which it is entitled by this paragraph on account of such Claim or until such Claim has been disallowed, but shall not be entitled to foreclose such Liens absent further order of the Bankruptcy Court.
3.	Allowed Secured Claims of Scopia Windmill	Impaired / Entitled to Vote	Subject to and in consideration of the other provisions of this Plan, Scopia Windmill shall consent to the sale of its collateral to, or the re-vesting of the property constituting such collateral in, Reorganized Debtor, and Scopia Windmill shall receive no other distributions on account of its secured claim; provided, however, that Scopia Windmill's interest in Reorganized Debtor will be attributed a value on account of Scopia Windmill's secured claim, in the amount set forth in the Cor Capital Term Sheet and Plan Sponsor Agreement.
4.	Allowed 9019 Grower Claims	Impaired/ Entitled to Vote	<p>9019 Growers will receive different treatment depending on whether they vote to accept, or as provided for herein and in section 3.09 herein below, are deemed to have voted to accept the Plan (which includes releases and settlements that affect each Consenting 9019 Grower):</p> <p>9019 Growers who vote to accept or are deemed to have voted to accept the Plan (i.e., Consenting 9019 Growers): Within ten Business Days after the later of (a) the Effective Date, (b) the Allowance Date, (c) the date the Bankruptcy Court resolves any disputes concerning the effectiveness of an FSA Notice delivered to the Debtor with respect to guar beans delivered by a 9019 Grower to the Debtor, and (d) such date as is mutually agreed upon by the Reorganized Debtor and the Holder of an Allowed 9019 Grower Claim, the Holder of an Allowed</p>

			<p>9019 Grower Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed 9019 Grower Claim: Cash equal to 75% of the Allowed 9019 Grower Claim, plus a portion of the Additional Settlement Consideration delivered to the 9019 Grower Escrow Agent and distributed pursuant to directions that are provided by the 9019 Growers to the 9019 Grower Escrow Agent.</p> <p>This treatment for Allowed Consenting 9019 Grower Claims shall satisfy and discharge any and all claims held by holders of Allowed Consenting 9019 Grower Claims, including any asserted unsecured, secured, priority, or administrative claims.</p> <p>Other than the Additional Settlement Consideration, any payment to a Consenting 9019 Grower shall, if applicable, be through a check made payable jointly to such 9019 Grower and the FSA Notice Party, if any, that delivered an effective FSA Notice to the Debtor prior to the Debtor's receipt of guar beans that are the subject of the FSA Notice.</p> <p>The Bankruptcy Court shall hear and determine any disputes regarding the effectiveness of the FSA Notices.</p> <p>9019 Growers who vote to reject or are deemed to have voted to reject the Plan (i.e., non-Consenting 9019 Growers): Each such non-Consenting 9019 Grower shall receive payment in the amount of 100% of its Allowed 9019 Grower Claim, paid over four years in equal quarterly installments, provided, however, that such treatment shall not provide to the holder of such claim a greater return than the present value of such claim as of the Effective Date. Each such non-Consenting 9019 Grower shall, as set forth in Article V below, be precluded and enjoined from pursuing its claims and Liens against the Non-Grower Released Parties and their property so long as such payments are being made. Each such non-Consenting 9019 Grower shall not share in the</p>
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			<p>benefit of the 9019 settlement.</p> <p>This treatment of Allowed non-Consenting 9019 Grower Claims shall satisfy and discharge any and all claims held by holders of Allowed non-Consenting 9019 Grower Claims, including any asserted unsecured, secured, priority, or administrative claims.</p>
5.	Allowed Other Grower Claims	Impaired / Entitled to Vote	<p>Other Growers will receive different treatment depending on whether they vote to accept the Plan or, as provided for herein and in section 3.09 herein below, are deemed to have voted to accept the plan (which includes releases and settlements that affect each Consenting Other Grower):</p> <p>Other Growers who vote to accept or are deemed to vote to accept the Plan (i.e., Consenting Other Growers): Within ten Business Days after the later of (a) the Effective Date, (b) the Allowance Date, (c) the date the Bankruptcy Court resolves any disputes concerning the effectiveness of an FSA Notice delivered to the Debtor with respect to guar beans delivered by an Other Grower to the Debtor, and (d) such date as is mutually agreed upon by the Reorganized Debtor and the Holder of an Allowed Other Grower Claim, the Holder of an Allowed Other Grower Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Other Grower Claim: Cash equal to 75% of the Allowed Other Grower Claim.</p> <p>This treatment for Consenting Other Grower Claims shall satisfy and discharge any and all claims held by holders of such Consenting Other Grower Claims, including any asserted unsecured, secured, priority, or administrative claims.</p> <p>Any payment to a Consenting Other Grower shall, if applicable, be through a check made payable jointly to the Other Grower and the FSA Notice Party, if any, that delivered an effective FSA Notice to the Debtor prior to the Debtor's receipt of guar beans that are the subject of the FSA Notice.</p>

			<p>The Bankruptcy Court shall hear and determine any disputes regarding the effectiveness of the FSA Notices.</p> <p>Other Growers who vote to reject, or are deemed to have voted to reject, the Plan (i.e., non-Consenting Other Growers): Each such non-Consenting Other Grower shall receive payment in the amount of 100% of its Allowed Other Grower Claim, paid over four years in equal quarterly installments, provided, however, that such treatment shall not provide to the holder of such claim a greater return than the present value of such claim as of the Effective Date. Each such non-Consenting Other Grower shall, as set forth in Article V below, be precluded and enjoined from pursuing its claims and Liens against the Non-Grower Released Parties and their property so long as such payments are being made.</p> <p>This treatment for Allowed non-Consenting Other Grower Claims shall satisfy and discharge any and all claims held by holders of Allowed non-consenting Other Grower Claims, including any asserted unsecured, secured, priority, or administrative claims.</p>
6.	FSA Notice Parties	Impaired / Entitled to Vote	<p>Within ten Business Days after the later of (a) the Effective Date, (b) the Allowance Date, any FSA Notice Party that delivered a valid and effective FSA Notice to the Debtor prior to the Debtor's receipt of guar beans that are the subject of the notice shall receive in satisfaction if its claimed lien a check made payable jointly to the FSA Notice Party and the relevant Grower equal to 75% of the Allowed Grower Claim, in full satisfaction of its asserted lien. This payment is inclusive of the payment described in Classes 4 and 5 above—i.e., there will be a single payment to the applicable Grower and its corresponding FSA Notice Party.</p> <p>Absent an order of the Bankruptcy Court, any FSA Notice Party that delivered an otherwise valid FSA Notice to the Debtor <u>after</u> the Debtor's receipt of the guar beans that are the subject of the notice, or</p>

			<p>that delivered an ineffective notice, shall receive no distribution.</p> <p>The Bankruptcy Court shall hear and determine any disputes regarding the effectiveness of the FSA Notices. Such determination shall be made either in the Scopia Litigation or through objections to FSA Notices, which shall be filed (if necessary) no later than 21 days prior to the Confirmation Hearing.</p> <p>Each and every FSA Notice Party that holds an Allowed Secured Claim shall be deemed to be a separate class for purposes of this Plan.</p>
7.	Allowed Other Secured Claims: all Allowed Secured Claims that are not otherwise classified in Classes 2, 3, 4, 5, or 6. Each Allowed Other Secured Claim is assigned to a separate subclass	Impaired / Entitled to Vote	<p>Pursuant to section 506 of the Bankruptcy Code, the amount of any Other Secured Claim shall be fixed at the lesser of (i) the Allowed Secured Claim, if any, and (ii) the value of the collateral securing such claim, as set by the Bankruptcy Court (any deficiency portion of the Allowed Claim, if any, shall be treated as a Class 8 Claim). Within ten Business Days after the later of (a) the Effective Date, (b) the Allowance Date, (c) the date of liquidation or other disposition of the applicable collateral and (d) such date as is mutually agreed upon by the Debtor and the Holder of an Allowed Other Secured Claim, the Holder of an Allowed Other Secured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Other Secured Claim: (a) at the sole discretion of the Debtor (i) Cash equal to the unpaid portion of such Allowed Other Secured Claim paid in six equal monthly payments, (ii) reinstatement of the legal, equitable, and contractual rights of the Holder of such Allowed Other Secured Claim, (iii) tender of the collateral securing the Other Allowed Secured Claim; or (b) such other treatment as may be agreed to by the Debtor and the Holder of such Allowed Other Secured Claim. Holders of Other Secured Claims shall retain their Liens on the applicable collateral or proceeds until such Holder has received all such treatment to which it is entitled by this paragraph on account of such Claim or until such Claim has been</p>

			<p>disallowed, but shall not be entitled to foreclose such Liens absent further order of the Bankruptcy Court.</p> <p>Each and every Allowed Other Secured Claim shall be deemed to be a separate class for purposes of this Plan.</p>
8.	Allowed General Unsecured Claims	Impaired / Entitled to Vote	<p>Within ten Business Days after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Reorganized Debtor and the Holder of an Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed General Unsecured Claim: Cash equal to 25-75% of the Allowed General Unsecured Claim. Notwithstanding the foregoing, the Holder of an Allowed General Unsecured Claim may receive such other less favorable treatment as may be agreed to in writing by such Holder and the Reorganized Debtor.</p>
9.	Indemnity Claims	Impaired/ Entitled to Vote	<p>Holders of Indemnity Claims shall not be entitled to receive any Distributions on account of such Claims. Instead, the Indemnity Claims shall receive the benefit of either a release or temporary injunction, provided such release or temporary injunction is approved as part of this Plan.</p>
10.	Subordinated Claims	Impaired / Not Entitled to Vote	<p>Shall receive nothing under the Plan.</p>
11.	WTG Equity Interests: Interests in WTG	Impaired / Not Entitled to Vote	<p>On the Effective Date, all Equity Interests in WTG ("Equity Interests") shall be canceled and extinguished and Equity Interest Holders shall not be entitled to receive any Distributions on account of such Interests</p>

Section 3.03 To the extent a Grower owes money to haulers, landlords, or harvesters on account of guar grown and delivered to the Debtor, then upon written request by such Grower, the cash distribution otherwise payable to the Grower under this Plan shall be paid (in whole or in part) to such third parties as the Grower directs. In no event will the Grower's liability to such third parties increase the amount paid to the Grower under the Plan, and such third parties shall have no claim against the Debtor or the Reorganized Debtor for such payments, which are made solely as an accommodation to the Grower. Any asserted claim by a landlord of a Grower, and any claim of a hauler or harvester who contracted solely with a Grower, shall be paid and satisfied solely from the distributions made to Growers under the Plan.

Section 3.04 Priority Disputes: Any disputes relating to the relative priority of any secured claim shall be determined by the Bankruptcy Court upon notice to the affected parties and a hearing.

Section 3.05 Unimpaired Classes: Classes 1 and 2 are Unimpaired under the Plan. Under Bankruptcy Code § 1126(f), Holders of Claims in Classes 1 and 2 are conclusively presumed to have accepted the Plan and are therefore not entitled to vote to accept or reject the Plan.

Section 3.06 Impaired, Voting Classes: Classes 3, 4, 5, 6, 7, 8 and 9 are Impaired under the Plan. Under Bankruptcy Code § 1126(a), Holders of Claims in these Classes are entitled to vote to accept or reject the Plan.

Section 3.07 Impaired, Non-Voting Classes: Classes 10 and 11 are Impaired under the Plan. Holders of Interests in Class 11 will not retain their Interests under the Plan, and no Distributions on account of such Interests will be made. Under Bankruptcy Code § 1126(g), Holders of Interests in Class 11 and holders of claims in Class 10 are conclusively presumed to have rejected the Plan, and therefore the Debtor will not solicit their votes.

Section 3.08 Acceptance or Rejection of the Plan:

- (a) Voting and Acceptance by Impaired Classes of Claims: Each Impaired, Voting Class shall be entitled to vote separately to accept or reject the Plan. An Impaired, Voting Class of Claims has accepted the Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.
- (b) Voting of Disputed Claims and Interests: A Holder of a Disputed Claim that has not been temporarily allowed for purposes of voting on the Plan may only vote such Disputed Claim in an amount equal to the portion, if any, of such Claim shown as fixed, liquidated, and undisputed in the Schedules.
- (c) Cramdown: If the Bankruptcy Court determines that all applicable requirements of Bankruptcy Code § 1129(a) are met with the exception of Bankruptcy Code § 1129(a)(8), the Plan shall be treated as a request by the Debtor for Confirmation of the Plan in accordance with Bankruptcy Code § 1129(b), notwithstanding the failure to satisfy the requirements of Bankruptcy Code § 1129(a)(8), on the basis that the Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Interests that is impaired under, and has not accepted, the Plan.
- (d) Elimination of Classes for Voting Purposes: Any Class that is not occupied as of the date of the commencement of the Confirmation Hearing by an Allowed Claim, an Allowed Interest, or a Claim or Interest temporarily allowed under Bankruptcy Rule 3018 or as to which no vote is cast shall be deemed deleted from the Plan for purposes of voting on acceptance or rejection of the Plan by such Class under Bankruptcy Code § 1129(a)(8).

- (e) Controversy Concerning Classification, Impairment or Voting Rights: If a controversy or dispute should arise involving issues related to the classification, impairment or voting rights of any Holder of a Claim or Interest under the Plan, whether before or after the Confirmation Date, the Bankruptcy Court may, after notice and a hearing, determine such controversy. Without limiting the foregoing, the Bankruptcy Court may estimate for voting purposes (i) the amount of any contingent or unliquidated Claim the fixing or liquidation of which, as the case may be, would unduly delay the administration of the Chapter 11 Case and (ii) any right to payment arising from an equitable remedy for breach of performance. In addition, the Bankruptcy Court may, in accordance with Bankruptcy Code § 506(b), conduct valuation hearings to determine the Allowed Amount of any Secured Claim.

Section 3.09 Special Provisions Applicable To Growers Who Do Not Submit A Ballot Accepting Or Rejecting The Plan Or Whose Ballot Is Not Treated As An Acceptance Or Rejection

The Plan provides for a cash payment to all Growers who vote to accept the Plan in an amount equal to 75% of such Growers' contracted-for Claim amount, plus the Additional Settlement Consideration that will be delivered to the 9019 Growers Escrow Agent to be held for the benefit of the 9019 Growers and distributed pursuant to written direction by the 9019 Growers to the 9019 Growers Escrow Agent. The Plan Proponents urge all Growers to vote to accept the Plan. These special provisions set out the treatment of Growers who fail to submit a ballot or for whatever reason their ballot is not counted as an acceptance or a rejection of the Plan.

The Plan provides that the Reorganized Debtor will make the proposed Plan distributions of 75% of the contracted-for claim amount to 9019 Growers (Class 4) and Other Growers (Class 5) who do not submit a ballot or whose ballots are not counted (the "Nonvoting Growers") as if they voted to accept the Plan. Such distributions under the Plan to Nonvoting Growers will be made by check (the "Plan Payment") payable to such Nonvoting Growers on or before December ____, 2014.

Treatment Of Nonvoting Growers Who Timely Accept the Plan Payment

Any Nonvoting Grower who negotiates the check providing the Plan Payment on or before January 28, 2015 will be treated as and deemed to be a 9019 Grower or an Other Grower (as the case may be) who had timely voted to accept the Plan. Such Growers will be bound by all of the provisions of the Plan applicable to Growers who vote to accept the Plan, including, without limitation, the "Settlements, Releases and Injunctions under the Plan" contained Article V of the Plan. Nonvoting 9019 Growers who timely negotiate the Plan Payment check will be entitled to receive from the 9019 Grower Escrow Agent their pro rata share of the Additional Settlement Consideration.

Treatment of Nonvoting Growers Who Do Not Timely Accept the Plan Payment

On January 28, 2015, the Reorganized Debtor will direct its depository bank to stop payment of any checks representing Plan Payments to Nonvoting Growers that have not cleared the Reorganized Debtors account at the conclusion of such bank's check clearing process on such

date. Nonvoting Growers in receipt of checks that are the subject of the Reorganized Debtor's stop payment direction will be deemed for all purposes to have voted to reject the Plan. Such Growers will be treated as Class 4 (allowed 9019 Grower Claims) or Class 5 (Allowed Other Grower Claims) as the case may be who voted to reject the Plan. As set forth in Article II of the Plan such Growers will (i) receive payments of 100% of the Allowed amount of such Growers' claims in equal quarterly payments over four years, and (ii) be subject to all other provisions of the Plan applicable to creditors who vote to reject the Plan including the provisions of section 5.06 of the Plan. For the avoidance of doubt, Nonvoting 9019 Growers who do not timely negotiate the Plan Payment check and thus are deemed to have voted to reject the Plan will *not* be entitled to any distribution from the 9019 Grower Escrow Agent of any part of the Additional Settlement Consideration.

Article IV. Means for Plan Implementation

Section 4.01 Vesting of Assets

- (a) The Reorganized Debtor shall establish one or more new bank accounts for the Reorganized Debtor to use for the Reserves described below.
- (b) Except as otherwise set forth in the Plan, in the Plan Supplement or in the Confirmation Order, on the Effective Date all property of the Estate shall be revested in the Reorganized Debtor free and clear of all Claims, Liens, encumbrances and other Interests, but subject to the obligations as provided in the Plan.

Section 4.02 Sources of Cash for Plan Distributions: All Cash necessary to make Distributions under the Plan shall be obtained from (a) the Debtor's existing Cash balances, (b) the consideration provided for in exchange for the Cor Capital Preferred Interests, Scopia Capital Preferred Interests, the Senior Secured Term Loan, the Junior Secured Term Loan, the Scopia Windmill Plan Cash Contribution, and from other liquidation of property of the estate.

Section 4.03 Equity Sale: At the Plan closing on the Effective Date, the Reorganized Debtor shall issue to Cor Capital (or its designees), Scopia Windmill, and Scopia Capital (or its designees), as applicable, the preferred shares and common shares, and warrants as set forth in the Cor Capital Term Sheet and Plan Funding and Support Agreement. The Confirmation Order shall provide that the issuance of new preferred and common shares issuable shall be exempt from the registration requirements of the Securities Act in accordance with section 1145 of the Bankruptcy Code or, to the extent section 1145 does not apply Section 4(2) of the Securities Act.

Section 4.04 Board of Directors and Officers: Upon the Effective Date, all of the Debtor's officers and directors in office immediately prior to the Effective Date shall be deemed to have resigned from their positions with the Debtor (without the necessity of any further action or writing or Bankruptcy Court order) and shall have no further responsibilities, duties and obligations arising after the Effective Date. Subject to any applicable employment agreements and applicable law, from and after the Effective Date, the officers of the Reorganized Debtor shall be selected and appointed by its board of directors. The identity of the officers and directors of the Reorganized Debtors shall be set forth in the Plan Supplement.

Section 4.05 Corporate Action: The entry of the Confirmation Order shall constitute authorization for the Debtor and the Reorganized Debtor to take or cause to be taken all corporate actions necessary or appropriate to implement all provisions of, and to consummate, the Plan prior to, on and after the Effective Date and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including, without limitation, any action required by the interest holders, partners, or directors of the Debtor, including, among other things, (1) the cancellation of the Interests in the Debtor; (2) all transfers of assets that are to occur pursuant to the Plan; (3) the incurrence of all obligations contemplated by the Plan and the making of Distributions; (4) the implementation of all settlements and compromises as set forth in or contemplated by the Plan; (5) the amendment of any corporate documents required to comply with § 1123(a)(6). As of the Effective Date, the officers of the Debtor, and the Reorganized Debtor are authorized and directed to do all things and to execute

and deliver all agreements, documents, instruments, notices and certificates as are contemplated by the Plan and to take all necessary actions required in connection therewith, in the name of and on behalf of the Debtor and the Reorganized Debtor, as applicable.

Section 4.06 Cancellation of Debtor Equity Interests: On the Effective Date: (i) the Debtor's Equity Interests and any note, bond, indenture or other instrument or document evidencing or creating any indebtedness or obligation of the Debtor related to the Debtor's Equity Interests shall be cancelled and terminated; and (ii) the obligations of the Debtor under any agreements, indentures or certificates of designation governing the Debtor Equity Interests and any note, bond, indenture or other instrument or document evidencing or creating any indebtedness or obligation of the Debtor related to the Debtor Equity Interests shall be cancelled and terminated; provided, that the provisions of clause (ii) of this paragraph shall not affect the discharge of the Debtor's liabilities under the Bankruptcy Code and the Confirmation Order or result in any expense or liability to the Reorganized Debtor.

Section 4.07 Waiver of Stay of Confirmation Order: The Confirmation Order will waive the stay provided under Bankruptcy Rule 3020(e).

Section 4.08 Reorganized Debtor' Duties and Powers: The duties and powers of the Reorganized Debtor shall generally include, without limitation, the following:

- (a) To maintain escrows and other accounts, make Distributions to creditors, and take other actions consistent with the Plan and the implementation hereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves;
- (b) To object to any General Unsecured Claims or Secured Claims alleged to be secured, and to defend, compromise and/or settle any such Claims subject to approval of the Bankruptcy Court;
- (c) To make decisions, without further Court approval, regarding the retention or engagement of professionals, employees and consultants, without application to the Bankruptcy Court;
- (d) To cause, on behalf of the Reorganized Debtor, all necessary tax returns and all other appropriate or necessary documents related to municipal, State, Federal or other tax law to be prepared or filed timely;
- (e) To enter into any agreement or execute any document required by or consistent with the Plan;
- (f) To investigate, prosecute and/or settle Rights of Action, participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction, participate as a party or otherwise in any administrative, arbitative or other non-judicial proceeding, litigate or settle such Rights of Action and pursue to settlement or judgment such actions;
- (g) To purchase or create and carry all appropriate insurance policies and pay all insurance premiums and costs it deems necessary or advisable to insure the acts and omissions of the Reorganized Debtor;

- (h) To implement and/or enforce all provisions of the Plan;
- (i) To maintain appropriate books and records (including financial books and records);
- (j) To file any appropriate reports with the Bankruptcy Court; and
- (k) To do all other acts or things consistent with the provisions of the Plan that the Reorganized Debtor deems reasonably necessary or desirable with respect to implementing the Plan.

Section 4.09 Reserves: To the extent not otherwise provided for herein or ordered by the Bankruptcy Court, the Reorganized Debtor shall estimate appropriate reserves from unencumbered Cash to be set aside in order to pay or reserve for administration costs and costs of holding and liquidating any non-Cash property, including but not limited to taxes and professional fees and accrued expenses. Notwithstanding any contrary provision contained herein, the Reorganized Debtor shall not be obligated to physically segregate and maintain separate accounts for reserves. Separate reserves and funds may be merely bookkeeping entries or accounting methodologies, which may be revised from time to time, to enable the Reorganized Debtor to determine Cash available for Distributions, reserves and amounts to be paid to parties-in-interest.

Article V. Settlements, Releases, and Injunctions under the Plan

Section 5.01 Treatment of Class 4 is a Rule 9019 Settlement and the Settlement Terms Are Applicable to and Binding Upon All 9019 Growers. The Plan provides for and the Confirmation Order will contain findings and conclusions that the treatment of Class 4 (the 9019 Growers) as provided for in Article III, together with the other provisions of the Plan, collectively constitute a settlement that complies in all respects with Rule 9019 of the Federal Rules of Bankruptcy Procedure. The Treatment of the 9019 Growers reflects a compromise of highly disputed issues of jurisdiction, fact and law that have been raised in the litigation currently pending and all other issues and claims and causes of action between certain of the Non-Grower Released Parties and the 9019 Growers. The outcome of such litigation is uncertain. The Settlement provided for in the Plan constitutes a reasonable and principled balance of the risks faced by all of the litigants. The litigation is complex and was filed initially in at least six forums. Adjudication of all such litigation will involve substantial expense to all parties and will consume substantial amounts of the litigants' time for several years. By contrast, payments provided for in the Plan will be made expeditiously. Finally, approval of the Settlement will give effect to the overwhelming interest of affected creditors as evidenced by the anticipated overwhelming acceptance of the Plan by holders of Claims in Class 4. In the event the settlement and the Plan are not approved, the parties shall revert to the status quo before the settlement, and nothing in connection with the settlement or this plan shall adversely affect the Parties' rights, claims or procedural posture. By way of illustration, but not exclusion, Scopia Windmill and other parties have removed certain pending state court litigation to federal court. Absent the settlement embodied in the Plan, the 9019 Growers would likely challenge the removal and seek remand to the applicable state courts. If the Settlement is not approved, the actions taken by the 9019 Growers, Scopia Windmill, the Debtor, and the other parties, including presenting the settlement to the Bankruptcy Court, shall not in any way be construed against them, nor shall such actions have any preclusive effect whatsoever.

Section 5.02 Releases given by each Consenting 9019 Grower: Upon receipt of the Class 4 Consideration (75% payment plus the Additional Settlement Consideration), each Consenting 9019 Grower and anyone who claims by, through, or under the Consenting 9019 Grower, shall, without any further action, be deemed to have generally, completely, and finally released the Debtor; Reorganized Debtor; Kirkuk Global LLC; Scopia Capital Management LLC; Scopia Holdings LLC; Scopia Windmill Fund, LP; Scopia Capital GP, LLC; Scopia Windmill SPV3 LLC; Leadout Partners, LP; BL3 Management Corp., Cor Capital and each of their respective present and former owners, affiliates, subsidiaries, officers, directors, employees, general partners, limited partners, consultants, contractors, insurers, accountants and attorneys (collectively the "Non-Grower Released Parties"). Without limiting the scope of the foregoing, the Non-Grower Released Parties include the following natural persons: Matthew Sirovich, Jeremy Mindich, David Wittels, Michael Somma, Aaron Morse, Michael Dworkis, Mark Stanley, Brad Romanchuk, Dylan Dahmann, and Edgar Montalvo. These releases are global releases and release any and all claims, debts, interests, obligations, rights, suits, damages, losses, costs and expenses, actions, causes of action, remedies, and liabilities of any kind or character whatsoever, including claims asserted in state court litigation and any derivative claims asserted or assertable on behalf of a Grower, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, suspected or unsuspected, matured or unmatured, fixed or contingent, in law, equity, or otherwise, that such Consenting 9019 Grower ever had against the Non-Grower Released Parties. Notwithstanding the foregoing, if the Debtor and Scopia Windmill, prior to Plan confirmation, have not reached a settlement acceptable to the Debtor and Scopia Windmill with Klint Forbes, Wade Cowan and David Dickerson (the "Founding Owners") or any one of them, regarding, the real estate issues and the Founding Owners' potential or alleged claims against the Debtor or Scopia Windmill then such non-settling Founding Owner(s) shall be excluded from this release and any claims that the Consenting 9019 Growers have against the non-settling Founding Owner(s) shall, without any further action, be deemed assigned by the Consenting 9019 Growers to Reorganized Debtor.

Section 5.03 Releases given by each Consenting Other Grower: Upon receipt of the Class 5 Consideration (75% payment or 100% payment over four years), each Consenting Other Grower and anyone who claims by, through, or under the Consenting 9019 Grower, shall, without any further action, be deemed to have generally, completely, and finally released the Non-Grower Released Parties. These releases are global releases and release any and all claims, debts, interests, obligations, rights, suits, damages, losses, costs and expenses, actions, causes of action, remedies, and liabilities of any kind or character whatsoever, including any derivative claims asserted or assertable on behalf of a Grower, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, suspected or unsuspected, matured or unmatured, fixed or contingent, in law, equity, or otherwise, that such Consenting Other Grower ever had against the Non-Grower Released Parties. Notwithstanding the forgoing, if the Debtor and Scopia Windmill, prior to Plan confirmation, have not reached a settlement acceptable to the Debtor and Scopia Windmill with Klint Forbes, Wade Cowan and David Dickerson (the "Founding Owners") or any one of them, regarding, the real estate issues and the Founding Owners' potential or alleged claims against the Debtor or Scopia Windmill then such non-settling Founding Owner(s) shall be excluded from this release and any claims that the Consenting Other Growers have against the non-settling Founding Owner(s) shall, without any further action, be deemed assigned by the Consenting Other Grower to Reorganized Debtor.

Section 5.04 Releases given by the Non-Grower Released Parties to the 9019 Growers or Consenting Other Growers: Upon the effective date of the applicable release in the preceding sections 5.02 and 5.03, the Non-Grower Released Parties, shall, without any further action, be deemed to have released each released Consenting 9019 or Other Grower from any and all claims, interests, obligations, rights, suits, damages, losses, costs and expenses, actions, causes of action, remedies, and liabilities of any kind or character whatsoever, including any derivative claims asserted or assertable on behalf of a Non-Grower Released Party, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, suspected or unsuspected, matured or unmatured, fixed or contingent, in law, equity, or otherwise, that such Non-Grower Released Party ever had against the released Consenting 9019 or Other Grower.

Section 5.05 Release given by the Debtor and the Estate: On the date that the releases referred to in Section 5.02 become effective, the Debtor and its Estate, shall, without any further action, be deemed to have generally, completely, and finally released all of the Non-Grower Released Parties. These releases are global releases of any and all claims, interests, debts, obligations, rights, suits, damages, losses, costs and expenses, actions, causes of action, remedies, and liabilities of any kind or character whatsoever, including any claims or causes of action pursuant to Chapter 5 of the Bankruptcy Code and any derivative claims asserted or assertable on behalf of the Debtor or its Estate, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, suspected or unsuspected, matured or unmatured, fixed or contingent, in law, equity, or otherwise, that the Debtor and its estate ever had against the Non-Grower Released Parties.

Section 5.06 *Temporary Injunction while Plan Payments are Timely Made; Permanent Injunction after Payments in Full; Tolling of Statute of Limitations: Pursuant to 11 U.S.C. §§ 105, 1123, and Bankruptcy Rule 9019, Growers who vote to reject or pursuant to section 3.09 are deemed to have voted to reject the Plan (i.e., non-Consenting 9019 or non-Consenting Other Growers) shall be precluded and enjoined from pursuing any claims and any pre-suit discovery proceedings against the Non-Grower Released Parties and their property so long as the payments described in Article III for non-Consenting 9019 Growers or non-Consenting Other Growers are being made. The temporary injunction shall lapse as to a non-Consenting 9019 or Other Grower if such non-Consenting 9019 or Other Grower has provided written notice of a payment default under the Plan and such payment default is not cured within 30 days. After each non-Consenting 9019 or Other Grower has been paid in full, each such Grower shall be permanently enjoined from pursuing any claims against the Non-Grower Released Parties and their property. Upon the Effective Date, any lawsuits or other proceedings (as well as any pre-suit discovery proceedings) filed by the Consenting 9019 or Other Growers against or relating to the Non-Grower Released Parties shall be dismissed with prejudice. As to the claims and proceedings of non-Consenting 9019 Growers or non-Consenting Other Growers, those claims shall be dismissed without prejudice, and all limitations shall be tolled on such claims, counterclaims, cross claims, and third party claims until 30 days after the expiration of the temporary injunction as provided in this paragraph.* Notwithstanding anything seemingly to the contrary contained in this Plan or the order of the Court confirming this Plan, the Non-Grower Released Parties reserve any defenses, setoff rights and recoupment rights and confirmation of this Plan shall not adversely affect any such defenses and/or rights.

Section 5.07 Injunction With Respect of Released Parties: *Except as explicitly provided by the Plan, pursuant to section 105 of the Bankruptcy Code, no holder or purported holder of an Administrative Claim, Claim, or Equity Interest shall be permitted to commence or continue any action, employment of process, or any act to collect, offset, or recover any Claim against a Non-Grower Released Party that accrued on or prior to the Effective Date and that has been released or waived pursuant to this Plan.*

Section 5.08 Preservation of Insurance: The Debtor's discharge and release from all Claims as provided herein, except as necessary to be consistent with this Plan, shall not diminish or impair the enforceability of any insurance policy that may cover Claims against the Debtor, the Reorganized Debtor (including, without limitation, its officers and current and former directors) or any other person or entity.

Article VI. Executory Contracts and Unexpired Leases

Section 6.01 Rejection of Certain Executory Contracts and Unexpired Leases: Each Executory Contract and Unexpired Lease, unless it is the subject of a pending motion to assume or unless it is on the schedule of assumed contracts to be contained in the Plan Supplement, shall be rejected as of the Confirmation Date, which rejection shall be effective on the Effective Date or on such later date as may be agreed upon in writing by the counterparty to such Executory Contract or Unexpired Lease and the Reorganized Debtor. All such rejected Executory Contracts and Unexpired Leases shall no longer represent the binding obligations of the Debtor or the Reorganized Debtor after the rejection date. Entry of the Confirmation Order shall constitute approval of such rejections under Bankruptcy Code §§ 365 and 1123.

Section 6.02 Rejection Damages Bar Date: Any Claim arising out of the rejection of an Executory Contract pursuant to the Confirmation Order or prior order of the Bankruptcy Court must be filed with the Bankruptcy Court on or before the Rejection Claim Bar Date, and shall be served on counsel for the Reorganized Debtor. Any such Claims not filed by the Rejection Claim Bar Date shall be discharged and forever barred. Each Allowed Claim arising from the rejection of an Executory Contract shall be treated as an Allowed General Unsecured Claim. The Bankruptcy Court shall determine the amount, if any, of the Claim of any Entity seeking damages by reason of the rejection of any Executory Contract or Unexpired Lease.

Section 6.03 Reservation of Rights: Neither the exclusion nor inclusion of any contract or lease by the Debtor on any Exhibit to the Plan, nor anything contained in the Plan, will constitute an admission by the Debtor or the Reorganized Debtor that any such contract or lease is or is not in fact an Executory Contract or Unexpired Lease or that the Debtor or the Reorganized Debtor has any liability thereunder. Nothing in the Plan will waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Rights of Action, or other rights of the Debtor or the Reorganized Debtor under any Executory Contract or non-Executory Contract or any Unexpired Lease or expired lease. Nothing in the Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtor or the Reorganized Debtor under any Executory Contract or non-Executory Contract or any Unexpired Lease or expired lease.

Section 6.04 No Change in Control: The consummation of the Plan, the implementation of the Restructuring Transactions, or the assumption or assignment and assumption and assignment of any executory contract or unexpired lease to another Reorganized Debtor is not intended to, and shall not, constitute a change in ownership or change in control under any employment benefit plan or program financial instrument, loan or financing agreement, executory contract or unexpired lease, or contract, lease, or agreement in existence on the Effective Date to which a Debtor is a party.

Article VII. Resolving Disputed Claims and Interests

Section 7.01 Objections to Claims: Unless otherwise provided herein, objections to Claims shall be filed with the Bankruptcy Court and served upon the Holders of each of the Claims to which objections are made as soon as practicable, but in no event after the later of (i) 365 days after the Effective Date or (ii) 30 days after the filing of a proof of claim or other assertion of a Claim against the Estate. All parties-in-interest shall retain the right to file such objections. The deadline to object to Claims can be extended automatically for an additional 90 days by the Reorganized Debtor by filing a notice with the Bankruptcy Court, which extension shall be effective for all parties-in-interest. Further extensions to the deadline to object to Claims may be granted by the Bankruptcy Court upon motion of the Reorganized Debtor without notice or a hearing.

Section 7.02 Claims Filed After Objection Deadline: Unless the Bankruptcy Court otherwise directs or unless otherwise provided herein, any Claims filed after the Claims Bar Date shall be disallowed in full and removed from the Claims Register without further order of the Bankruptcy Court. Filed or scheduled Claims may be amended or reconsidered only as provided in the Bankruptcy Code and Bankruptcy Rules.

Section 7.03 Retention of Claims and Defenses: After the Effective Date, except as released in the Plan or by Bankruptcy Court order, the Reorganized Debtor shall have and retain any and all rights and defenses the Debtor had with respect to any Claims immediately prior to the Effective Date, including Rights of Action.

Section 7.04 Claims Administration Responsibilities: Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtor shall have the authority: (1) to file, withdraw, or litigate to judgment any objections to claims; (2) to settle or compromise any such Claims that are Disputed without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

Section 7.05 Adjustment to Claims Without Objection: Any Claim that has been paid or satisfied or any Claim that has been amended or superseded may be adjusted or removed from the Claims Register at the request of the Debtor and applicable Claim holder without any further notice to or action, order, or approval of the Bankruptcy Court.

Section 7.06 Disallowance of Claims or Interests: Any Claims or Interests held by Entities from which property is recoverable under Bankruptcy Code §§ 542, 543, 550, or 553 or that is a transferee of a transfer avoidable under Bankruptcy Code §§ 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a), shall be deemed disallowed pursuant to Bankruptcy Code § 502(d), and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Rights of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Estate by that Entity have been turned over or paid to the Reorganized Debtor.

Section 7.07 Offer of Judgment: The Reorganized Debtor is authorized to serve upon a Holder of a Claim an offer to allow judgment to be taken on account of such Holder's Claim, and, pursuant to Bankruptcy Rules 7068 and 9014, Federal Rule of Civil Procedure 68 shall apply to such offer of judgment. To the extent the Holder of a Claim must pay the costs incurred by the Reorganized Debtor after such offer, the Reorganized Debtor is entitled to set off such amounts against the amount of any distribution to be paid to such Holder without any further notice to or action, order, or approval of the Bankruptcy Court.

Article VIII. Distributions of Property under Plan

Section 8.01 General: Except as otherwise specified herein, the Reorganized Debtor shall make all Distributions required under the Plan, including payments to the 9019 Growers.

Section 8.02 Delivery of Distributions: Distribution of Plan Payments to Growers Who Voted to Accept the Plan or Who Did Not Submit or are Deemed not to have Submitted a Ballot; Method for Determining Deemed Acceptances and Deemed Rejections of Nonvoting Growers; Effect of deemed Acceptance or Deemed Rejection

- (a) Subject to Bankruptcy Rule 9010, Distributions to Holders of Allowed Claims will be made by mail (1) at the address of each such Holder as set forth on the Proofs of Claim filed by such Holder, (2) at the address set forth in any written notice of address change delivered after the date of any related Proof of Claim to the Reorganized Debtor, if after the Effective Date or the Debtor, if prior to the Effective Date, or (3) at the address reflected in the Schedules filed by the Debtor if no Proof of Claim is filed and the Reorganized Debtor has not received a written notice or address change.
- (b) The Reorganized Debtor will make payments to 9019 Growers and Other Growers who voted to accept the plan by check within 20 days of the Effective Date. The Plan Payments (defined in section 3.09 above) will be made to Nonvoting Growers (defined in section 3.09 above) as if they voted to accept the Plan. Plan Payments to Nonvoting Growers will be mailed to such Nonvoting Growers within 20 days of the Effective Date. The Reorganized Debtor shall deliver the Additional Settlement Consideration to the 9019 Grower Escrow Agent within 20 days of the Effective Date. The Grower Escrow Agent shall hold such Additional Settlement Consideration for the benefit of the Consenting 9019 Growers.

(i) Treatment of Nonvoting Growers Who Timely Accept the Plan Payment

Any Nonvoting Grower who negotiates the check providing the Plan Payment on or before January 28, 2015 will be treated as and deemed to be a Consenting 9019 Grower or a Consenting Other Grower (as the case may be) who had timely voted to accept the Plan. Such Growers will be bound by all of the provisions of the Plan applicable to Growers who vote to accept the Plan, including, without limitation, the “Settlements, Releases and Injunctions under the Plan” contained in Article V of the Plan. Nonvoting 9019 Growers who are Consenting 9019 Growers by reason of negotiation of the Plan Payment check will be entitled to receive their pro rata share of the Additional Settlement Consideration from the 9019 Grower Escrow Agent.

(ii) Treatment of Nonvoting Growers Who Do Not Timely Accept the Plan Payment

On January 28, 2015, the Reorganized Debtor will direct its depository bank to stop payment of any checks representing Plan Payments to Nonvoting Growers that have not cleared the Reorganized Debtor's account at the conclusion of such bank's check clearing process on such date. Nonvoting Growers in receipt of checks that are the subject of the Reorganized Debtor's stop payment direction will be deemed for all purposes to have voted to reject the Plan. Such Growers will be treated as Class 4 (Allowed 9019 Grower Claims) or Class 5 (Allowed Other Grower Claims), as the case may be, who have voted to reject the Plan. As set forth in Article III of the Plan, such Growers will (i) receive payments of 100% of the Allowed Amount of such Grower's claims in equal quarterly payments over four years, and (ii) be subject to all other provisions of the Plan applicable to creditors who vote to reject the Plan, including the provisions of section 5.06 of the Plan.

- (c) Subject to Bankruptcy Rule 9010, Distributions to Holders of Allowed Claims will be made by mail (1) at the address of each such Holder as set forth on the Proofs of Claim filed by such Holder, (2) at the address set forth in any written notice of address change delivered after the date of any related proof of Claim to the Reorganized Debtor, if after the Effective Date or the Debtor, if prior to the Effective Date, or (3) at the address reflected in the Schedules files by the Debtor if no Proof of Claim is filed and the Reorganized Debtor has not received a written notice or address change.
- (d) If any Distribution to the Holder of an Allowed Claim is returned as undeliverable, the Reorganized Debtor shall use reasonable efforts to determine such Holder's then-current address. After reasonable efforts, if the Reorganized Debtor still cannot determine such Holder's then-current address, no further Distributions shall be made to such Holder unless and until the Reorganized Debtor is notified of such Holder's then-current address.
- (e) Undeliverable distributions shall be set aside and held in a segregated account in the name of the Reorganized Debtor. If the Reorganized Debtor is able to determine or is notified of such Holder's then-current address, then such Distribution, together with any interest earned thereon and proceeds thereof shall be paid or distributed to such Holder within ten Business Days of the date the Reorganized Debtor determines the Holder's then-current address. If the Reorganized Debtor cannot determine, or is not notified of, a Holder's then-current address by the later of six months after the Distribution Date or six months after the date of the first Distribution to such Holder, the Distribution reserved for such Holder shall be deemed an unclaimed Distribution to which section 8.04 of this Article shall apply.

Section 8.03 Rounding of Fractional Distributions: Notwithstanding any other provision of the Plan, the Reorganized Debtor shall not be required to make any Distributions or payment of fractional dollars. Whenever any payment of Cash of a fraction of a dollar would otherwise be required under the Plan, the actual payment may reflect a rounding of such fraction (up or down) to the nearest whole dollar, with half dollars or less being rounded down.

Section 8.04 Unclaimed Distributions: If the current address of a Holder of an Allowed Claim entitled to a Distribution has not been determined by the later of six months after the Distribution Date or six months after the date of the first Distribution to such Holder, then such Holder shall be deemed to have released such Allowed Claim. If such Holder was entitled to a Distribution as a Holder of an Allowed Claim, then that Holder's Distribution(s) shall be retained by the Reorganized Debtor.

Section 8.05 Uncashed Checks: Subject to the stop payment provisions applicable to non-voting Growers in Section 3.09 and 8.02, checks issued in respect of Allowed Claims will be null and void if not negotiated within ninety (90) days after the date of issuance thereof, and such Holder of an Allowed Claim will forfeit its right to such Distribution. Except as otherwise provided herein, funds the subject of uncashed checks shall be treated as Unclaimed Distributions as provided for in section 8.04. In no event shall any funds escheat to the State of Texas or other Governmental Unit.

Section 8.06 Compliance with Tax Requirements: In connection with the Plan, to the extent applicable the Reorganized Debtor shall comply with all withholding and reporting requirements imposed on it by any Governmental Unit, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Failure by the Holder of an Allowed Claim to timely provide such information as may be necessary to comply with such requirements shall be grounds for forfeiture of the applicable Distribution.

Section 8.07 De Minimis Distributions: Ratable Distributions to Holders of Allowed Claims will not be made if such Distribution will result in a Distribution amount of less than \$25.00, unless a request for such a distribution is made in writing to the Reorganized Debtor.

Article IX. Effect of Plan Confirmation

Section 9.01 Discharge. The rights afforded herein and the treatment of all Claims and Equity Interests herein shall be in exchange for an in complete satisfaction, discharge, and release of all Claims of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtor, the Reorganized Debtor or any of their respective assets or properties, arising prior to the Effective Date. Pursuant to section 1141(d) of the Bankruptcy Code and except as otherwise expressly specified in section 1141(d)(6) of the Bankruptcy Code or the Plan, upon the Effective Date the Confirmation Order shall act as a discharge of all debts of Claims against, and Liens on the Debtors, their respective assets and properties, arising at any time before the Effective Date, regardless of whether a proof of Claim with respect thereto was filed, whether the Claim is Allowed, or whether the holder thereof votes to accept the Plan or is entitled to receive a distribution thereunder. Except as otherwise expressly specified in the Plan, after the Effective Date, any holder of such discharged Claim shall be precluded from asserting against the Debtor, the Reorganized Debtor, or any of their respective assets or properties, any other or further Claim based on any document, instrument, act, omission, transaction, or other activity of any kind or nature that occurred before the entry of the Confirmation Order whether or not such holder has filed a proof of Claim.

Section 9.02 Injunction. Except as otherwise expressly provided in the Plan, the Confirmation Order, or a separate order of the Court, all entities who have held, hold, or may hold Claims against the Debtor that arose before or were held as of the Effective Date, are permanently enjoined, on and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind against or affecting a Debtor, its Estate or its Assets, with respect to any such Claim, (ii) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Debtor or the Reorganized Debtor on account of any such Claim, (iii) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor or the Reorganized Debtor or against the property or interests in property of the Debtor on account of any such Claim, (iv) asserting any right of setoff, or subrogation of any kind against any obligation due from the Debtor or the Reorganized Debtor or against the property or interests in property of the Debtor on account of any such Claim; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan. Such injunction shall extend to successors of the Debtor (including, without limitation, the Reorganized Debtors) and their respective properties and interests in property.

Section 9.03 Legally Binding Effect: Provisions of this Plan shall bind all Creditors and Interest Holders, whether or not they accept this Plan and whether or not they submitted a ballot. On and after the Effective Date, all Creditors and Interest Holders shall be precluded and enjoined from asserting any Claim or Interest against the Debtor, the Reorganized Debtor, or their respective assets or properties based on any transaction or other activity of any kind that occurred prior to the Confirmation Date except as permitted under the Plan.

Section 9.04 Derivative Litigation Claims. Claims or causes of action derivative of or from the Debtor are Estate property under Bankruptcy Code § 541. On and after the Effective Date, all such Derivative Litigation Claims, regardless of whether pending on the Petition Date, and unless released under the terms of this Plan, will be retained by, vest in, and/or become property of the Reorganized Debtor. All named plaintiffs (including certified and uncertified classes of plaintiffs) in any actions pending on the Effective Date relating to any Derivative Litigation Claims and their respective servants, agents, attorneys, and representatives shall, on and after the Effective Date, be permanently enjoined, stayed, and restrained from pursuing or prosecuting any Derivative Litigation Claim.

Article X. Retention of Causes of Action

Section 10.01 Reorganized Debtor's Preservation, Retention and Maintenance of Rights of Action: Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement entered into in connection with the Plan, in accordance with Bankruptcy Code § 1123(b)(3) the Reorganized Debtor shall retain and shall have the exclusive right, authority, and discretion (without further order of the Bankruptcy Court) to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw, or litigate to judgment any and all Rights of Action that the Debtor or the Estate may hold against any Entity, whether arising before or after the Petition Date, and shall possess the rights, powers, and duties of a trustee under the Bankruptcy Code with respect to such Rights of Action. The Debtor reserves and shall retain the foregoing Rights of Action for the Reorganized Debtor notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Case.

Section 10.02 Preservation of All Rights of Action Not Expressly Settled or Released: Unless a Right of Action is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order, the Debtor reserves such Right of Action (including any counterclaims) for later adjudication by the Reorganized Debtor. Therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Rights of Action (including counterclaims) on or after the Confirmation of the Plan.

THE DESCRIPTIONS OF POTENTIAL CAUSES OF ACTION IN THE DEFINITION OF "RIGHTS OF ACTION" IN THE PLAN GLOSSARY AND IN EXHIBIT B TO THE DISCLOSURE STATEMENT ARE NOT INTENDED TO BE A DEMAND ON ANY OF THE POTENTIAL DEFENDANTS IN SUCH CAUSES OF ACTION, AND ARE NOT AN INDICATION OF WHETHER A MERITORIOUS CAUSE OF ACTION EXISTS. THE DESCRIPTIONS ARE ALSO NOT INTENDED TO LIMIT CLAIMS OR CAUSES OF ACTION WHICH MAY BE ASSERTED AGAINST ANY POTENTIAL DEFENDANT.

NEVERTHELESS, BY THE DESCRIPTIONS IN THIS PLAN AND IN THE DISCLOSURE STATEMENT AND SUBJECT TO ALL OTHER PROVISIONS OF THIS PLAN, THE REORGANIZED DEBTOR EXPRESSLY, SPECIFICALLY AND UNEQUIVOCALLY RESERVES ALL RIGHTS IN ALL CAUSES OF ACTION, INCLUDING THE RIGHTS OF ACTION DESCRIBED IN THE PLAN GLOSSARY AND IN THE DISCLOSURE STATEMENT. ANY POTENTIAL DEFENDANT WHO IS ALSO A CREDITOR IN THIS CASE SHOULD ASSUME THAT A CAUSE OF ACTION MAY BE PURSUED BY THE DEBTOR OR REORGANIZED DEBTOR, AS APPLICABLE, AND ACT ACCORDINGLY. UNDER NO CIRCUMSTANCES SHOULD ANY POTENTIAL DEFENDANT, OR ANY COURT WITH COMPETENT JURISDICTION TO ADJUDICATE THE CAUSES OF ACTION DESCRIBED IN THE PLAN AND DISCLOSURE STATEMENT, RELY ON THE DESCRIPTIONS IN THIS PLAN AND THE DISCLOSURE STATEMENT AS A FULL AND COMPLETE DESCRIPTION OF ANY AND ALL CAUSES OF ACTION OR FOR ANY OTHER PURPOSE.

Article XI. Modification, Revocation, or Withdrawal of Plan

Section 11.01 Modification to the Plan: Subject to the following sentence, this Plan may be amended or modified by the Debtor as provided in Bankruptcy Code § 1127 and Bankruptcy Rule 3019. The Debtor may supplement, amend or modify the Plan only with prior written consent of Cor Capital and, with respect to any modification that affects their treatment hereunder, the 9019 Growers.

Section 11.02 Revocation or Withdrawal of the Plan: The Debtor and Scopia Windmill reserve the right to revoke or withdraw this Plan (with the prior written consent of Cor Capital) at any time prior to the Confirmation Date and to file subsequent plans in accordance with the Plan Funding and Support Agreement. If the Debtor and Scopia Windmill revoke or withdraw this Plan prior to the Confirmation Date, or if the Confirmation Date or the Effective Date does not occur, then (i) this Plan—including all settlements and releases contained herein—shall be deemed null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void in all respects; and (iii) nothing contained in the Plan shall be deemed to constitute an admission, 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, the Estate or any Entity in any further proceedings involving the Debtor.

Article XII. Retention of Jurisdiction

Section 12.01 Bankruptcy Court Jurisdiction: Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Bankruptcy Court, even after the Chapter 11 Case has been closed, shall have jurisdiction over all matters arising under, arising in, or relating to the Chapter 11 Case, including proceedings to:

- (a) ensure that the Plan is fully consummated and implemented;
- (b) enter such orders that may be necessary or appropriate to implement, consummate, or enforce the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
- (c) consider any modification of the Plan under Bankruptcy Code § 1127;
- (d) hear and determine all Claims, controversies, suits, and disputes against the Debtor or the Reorganized Debtor to the full extent permitted under 28 U.S.C. §§ 157 and 1334;
- (e) allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim, including the resolution of any and all objections to the allowance or priority of Claims;
- (f) hear, determine, and adjudicate any litigation involving the Rights of Action or other claims or causes of action constituting Estate property;
- (g) decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any motions or applications involving the Debtor or the Reorganized Debtor that are pending on or commenced after the Effective Date;
- (h) resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan, or any Entity's obligations incurred in connection with the Plan, or any other agreements governing, instruments evidencing, or documents relating to any of the foregoing, including the interpretation or enforcement of any rights, remedies, or obligations under any of the foregoing;
- (i) hear and determine all controversies, suits, and disputes that may arise out of or in connection with the enforcement of any subordination and similar agreements among Creditors under Bankruptcy Code § 510;
- (j) hear and determine all requests for compensation and/or reimbursement of expenses that may be made for fees and expenses incurred before the Effective Date;
- (k) enforce any Final Order, the Confirmation Order, the Final Decree, and all injunctions contained in those orders;
- (l) enter an order concluding and terminating the Chapter 11 Case;

- (m) correct any defect, cure any omission, or reconcile any inconsistency in the Plan, the Confirmation Order, or any other document or instruments created or entered into in connection with the Plan;
- (n) determine all questions and disputes regarding title to the Estate property;
- (o) classify the Claims of any Creditor and the treatment of those Claims under the Plan, re-examine Claims that may have been allowed for purposes of voting, and determine objections that may be filed to any Claims;
- (p) take any action described in the Plan involving the Debtor or the Reorganized Debtor;
- (q) enter and implement such orders that are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
- (r) hear, determine and adjudicate any motions or contested matters brought pursuant to Bankruptcy Code § 1112;
- (s) hear, determine, and adjudicate all matters the Bankruptcy Court has authority to determine under Bankruptcy Code § 505, including determining the amount of any unpaid liability of the Debtor or the Estate for any tax incurred or accrued during the calendar year in which the Plan is confirmed;
- (t) enter a Final Decree as contemplated by Bankruptcy Rule 3022; and
- (u) hear, determine, and adjudicate any and all claims brought under the Plan.

Section 12.02 Limitation on Jurisdiction: In no event shall the provisions of this Plan be deemed to confer in the Bankruptcy Court jurisdiction greater than that established by the provisions of 28 U.S.C. §§ 157 and 1334. Except as provided for in 28 U.S.C. §§ 157 and 1334, nothing within this Plan shall confer exclusive jurisdiction in the Bankruptcy Court.

Article XIII. Miscellaneous Provisions

Section 13.01 Conditions to Effectiveness: The Plan will not be effective unless (a) the Confirmation Order becomes a Final Order and no stay of the Confirmation Order shall be in effect; (b) all conditions, deliveries and approvals (internal and external) described in the Cor Capital Term Sheet and Plan Support Agreement and all other Plan Documents shall have been satisfied to Plan Sponsor's satisfaction; and (c) all Plan Documents and other applicable corporate documents necessary or appropriate to the implementation of the Plan have been executed, delivered, and where applicable, filed with the appropriate governmental authorities. Notwithstanding the foregoing, these conditions may be waived at the sole discretion of the Debtor, Scopia Windmill, and Cor Capital in accordance with the Cor Capital Term Sheet and the Plan Funding and Support Agreement.

Section 13.02 Due Authorization by Claim Holders: Each and every Creditor who elects to participate in the Distributions provided for herein warrants that the Creditor is authorized to accept in consideration of its Claim against the Debtor the Distributions provided for in this Plan and that there are no outstanding commitments, agreements, or understandings, express or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by the Creditor under this Plan.

Section 13.03 Filing of Additional Documentation: On or before the Effective Date, the Debtor may file with the Bankruptcy Court such agreements and other documents as may be reasonably necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

Section 13.04 Further Authorizations: The Reorganized Debtor may seek such orders, judgments, injunctions, and rulings as they may deem necessary to further carry out the intentions and purposes of, and give full effect to the provisions of, the Plan.

Section 13.05 Post Confirmation Service List: Any Entity that desires to receive notices or other documents required to be served under the Plan after the Confirmation Date must request that the Debtor add such Entity to the Post-Confirmation Service List to be maintained by the Debtor or the Reorganized Debtor. Entities not on the Post-Confirmation Service List shall not receive notices or other documents required to be served under the Plan after the Confirmation Date. Any Entity that provides an e-mail address may be served by e-mail after the Confirmation Date. The Debtor or the Reorganized Debtor shall file the Post-Confirmation Service List with the Bankruptcy Court and amend the Post-Service Confirmation List from time to time.

Section 13.06 Successors and Assigns: The rights, benefits and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

Section 13.07 Exemption from Transfer Tax: Under Bankruptcy Code § 1146(c), the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer under the Plan, may not be taxed under any law imposing a stamp tax or similar tax.

Section 13.08 Notices: Any notice required to be given under this Plan shall be in writing. Any notice that is allowed or required hereunder except for a notice of change of address shall be considered complete on the earlier of (a) three days following the date the notice is sent by United States mail, postage prepaid, or by overnight courier service, or in the case of mailing to a non-United States address, air mail, postage prepaid, or personally delivered; (b) the date the notice is actually received by the Entities on the Post-Confirmation Service List by facsimile or computer transmission; or (c) three days following the date the notice is sent to those Entities on the Post-Confirmation Service List as it is adopted by the Bankruptcy Court at the Confirmation Hearing and as amended from time to time.

Section 13.09 U.S. Trustee Fees: The Debtor will pay pre-confirmation fees owed to the U.S. Trustee on or before the Effective Date of the Plan. After confirmation, the Reorganized Debtor will file with the Bankruptcy Court and serve on the U.S. Trustee quarterly financial reports in a format prescribed by the U.S. Trustee, and the Reorganized Debtor will pay post-confirmation quarterly fees to the U.S. Trustee until a Final Decree is entered or the case is converted or dismissed as provided in 28 U.S.C. § 1930(a)(6).

Section 13.10 Implementation: The Reorganized Debtor shall be authorized to perform all reasonable, necessary and authorized acts to consummate the terms and conditions of the Plan.

Section 13.11 Operations Between the Confirmation Date and the Effective Date: During the period from the Confirmation Date through and until the Effective Date, the Debtor shall continue to operate its business as debtor in possession, subject to the oversight of the Bankruptcy Court as provided in the Bankruptcy Code, the Bankruptcy Rules and all orders of the Bankruptcy Court that are then in full force and effect.

Section 13.12 No Admissions: Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed an admission by the Debtor or Scopia Windmill, or any other Entity with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the propriety of the classification of any Claim or Interest. Nothing in the Plan or the Disclosure Statement shall prejudice Scopia Windmill's rights in the Scopia Litigation or its ability to resolve that litigation to its satisfaction.

Section 13.13 Exculpation related to Plan: Kirkuk Global LLC, Edgar Montalvo, Bracewell & Giuliani LLP, Lain Faulkner & Co. PC, Haynes and Boone, LLP, Ropes & Gray LLP, Scopia Windmill, Cor Capital, the Debtor, Mark Stanley, Leadout Partners, LP, BL3 Management Corp., Brad Romanchuk, Dylan Dahmann, Michael Dworkis, Kramer Levin Naftalis & Frankel LLP, and each of their respective affiliates, equity holders, subsidiaries, officers, directors, managers, employees, and professionals (the "Exculpated Parties") shall be exculpated and shall not be liable to any Person, including the any holder of a Claim or Interest, for any action taken or omitted in connection with the negotiation, execution, or consummation of the restructuring contemplated by this Plan, except those acts arising out of fraud, willful misconduct, or gross negligence. The Exculpated Parties shall be deemed to have participated in good faith and in compliance with the applicable laws and shall not be liable at any time for the violation of any applicable law, rule, or regulation. The carveout to exculpation contained in this paragraph shall not limit the scope of any releases contained in Article V of the Plan.

Section 13.14 Good Faith: Confirmation of the Plan shall constitute a finding that (i) the Plan has been proposed in good faith and in compliance with the provisions of the Bankruptcy Code and (ii) the solicitation of acceptances or rejections of the Plan by all Entities and the offer, issuance, sale, or purchase of any security offered or sold under the Plan has been in good faith and in compliance with applicable provisions of the Bankruptcy Code.

Section 13.15 Final Decree: On substantial consummation, the Reorganized Debtor may request the Bankruptcy Court to enter a Final Decree closing the Chapter 11 Case and such other orders that may be necessary and appropriate.

Dated: October 16, 2014

/s/ Samuel M. Stricklin

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EXHIBIT "A"

GLOSSARY OF DEFINED TERMS

1. 9019 Grower: A Grower listed in the Statement Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure [Docket No. 179] filed by the Bustos Law Firm, P.C., McCleskey Harriger Brazill & Graf, LLP, The Seger Firm, P.C., W. Calloway Huffaker PLLC, the Stokes Law Office, LLP, and R. Byrn "Byrnie" Bass, as such statement shall be amended (the "2019 Statement").
2. 9019 Growers Escrow Agent: A single individual or firm designated in writing by the 9019 Growers prior to the Effective Date who will act as disbursing agent for distributions to the 9019 Growers.
3. Additional Settlement Consideration: \$2,950,000.
4. Administrative Claim: A Claim for costs and expenses of administration pursuant to Bankruptcy Code §§ 503(b), 507(a)(2), 507(b), or 1114(e)(2), including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estate and operating the businesses of the Debtor (such as wages, salaries, or commissions for services, and payments for goods and other services and leased premises); (b) compensation for legal, financial advisory, accounting, and other services, and reimbursement of expenses Allowed pursuant to Bankruptcy Code §§ 328, 330(a), or 331 or otherwise for the period commencing on the Petition Date and ending on the Effective Date; (c) all fees and charges assessed against the Estate pursuant to chapter 123 of the Judicial Code; and (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Case pursuant to Bankruptcy Code §§ 503(b)(3), (4), and (5).
5. Administrative Claim Bar Date: The first Business Day that is at least sixty (60) days after the Effective Date or such earlier deadline governing a particular Administrative Claim contained in an order of the Bankruptcy Court entered before the Effective Date.
6. Administrative Claim Objection Deadline: The first Business Day that is at least twenty-one days after the Administrative Claim Bar Date or such earlier deadline governing the objection to a particular Administrative Claim contained in an order of the Bankruptcy Court entered before the Effective Date.
7. Allowance Date: The date a Claim or Interest is Allowed.
8. Allowed: With respect to Claims and Interests: (a) any Claim or Interest, proof of which is timely filed by the applicable bar date (or that by the Bankruptcy Code or Final Order is not or shall not be required to be filed); (b) any Claim or Interest that is listed in the Schedules as of the Effective Date as not disputed, not contingent, and not unliquidated, and for which no Proof of Claim has been timely filed; or (c) any Claim Allowed pursuant to the Plan; provided that with respect to any Claim or Interest described in clauses (a) or (b) above, such Claim or Interest shall be considered Allowed only if and to the extent that (1) no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or (2) such an objection is so interposed and the

Claim or Interest shall have been Allowed for distribution purposes only by a Final Order; provided further that the Claims and Interests described in clauses (a) and (b) above shall not include any Claim or Interest on account of an option to purchase an Interest that is not exercised by the Voting Deadline. Except as otherwise specified in the Plan or an order of the Bankruptcy Court determining that the Holder of such Claim is otherwise entitled to interest and/or attorneys' fees, the amount of an Allowed Claim shall not include interest or attorneys' fees on such Claim from and after the Petition Date. For purposes of determining the amount of an Allowed Claim, there shall be deducted therefrom an amount equal to the amount of any Claim that the Debtor may hold against the Holder thereof, to the extent such Claim may be offset, recouped, or otherwise reduced under applicable law.

9. Allowed Amount: The amount at which a Claim or Interest is Allowed.
10. AP Account: The adequate protection account established by the Debtor pursuant to a cash collateral order entered by the Court.
11. Avoidance Actions: Any causes of action arising under §§ 506, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code.
12. Ballot: The form or forms distributed to Holders of Impaired Claims or Interests to be used to indicate acceptance or rejection of the Plan.
13. Bankruptcy Code: Title 11 of the United States Code, 11 U.S.C. §§ 101-1532.
14. Bankruptcy Court: The United States Bankruptcy Court for the Northern District of Texas, Lubbock Division.
15. Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure, and the general, local, and chambers rules and orders of the Bankruptcy Court.
16. Business Day: Any day, other than a Saturday, Sunday, or legal holiday.
17. Cash: Cash, cash equivalents, and other readily marketable securities or instruments, including, without limitation, direct obligations of the United States and certificates of deposit issued by federally insured banks.
18. Cash Payment: An amount sufficient to pay all cash distributions required to be made on the Effective Date, or as soon thereafter as practicable, under Articles II, III, and IV of the Plan.
19. Chapter 11 Case: The Chapter 11 case filed on the Petition Date in the Bankruptcy Court with case number 14-50056-rlj-11.
20. Claim: Any claim against a Debtor as defined in Bankruptcy Code § 101(5).
21. Claims Register: The official register of Claims and Interests maintained by the Bankruptcy Court.
22. Class: A class of Holders of Claims or Interests as set forth in the Plan.

- 23. Clerk: Clerk of the Bankruptcy Court.
- 24. Confirmation: The entry of the Confirmation Order.
- 25. Confirmation Date: The date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.
- 26. Confirmation Hearing: The hearing at which the Confirmation Order is first considered by the Bankruptcy Court.
- 27. Confirmation Order: The order of the Bankruptcy Court confirming the Plan pursuant to Bankruptcy Code § 1129 and that is acceptable to Scopia Windmill in all respects in its sole discretion. The Confirmation Order shall specifically approve the 9019 settlement with the 9019 Growers.
- 28. Consenting 9019 Grower: Shall have the meaning set forth in Article III (Treatment of Class 4).
- 29. Consenting Other Grower: Shall have the meaning set forth in Article III (Treatment of Class 5).
- 30. Cor Capital: Cor Capital Group, LLC
- 31. Cor Capital Breakup Fee: \$500,000 earned and payable pursuant to and subject to the terms of the Plan Support Agreement and Bankruptcy Court approval.
- 32. Cor Capital Overbid Protection: \$250,000 more than the sum of (a) the recoveries provided under the current Plan, and (b) the Cor Capital Breakup Fee.
- 33. Cor Capital Term Sheet: The Term Sheet for Proposed Purchase/Restructuring Transaction by and between Cor Capital Group, LLC, Scopia Windmill Fund LP, Scopia Capital Management LLC, and Scopia Holdings LLC. The Cor Capital Term Sheet is attached to the Disclosure Statement as Exhibit D.
- 34. Creditor: A Holder of a Claim.
- 35. Debtor: West Texas Guar, Inc.
- 36. Derivative Litigation Claim: Any claim, cause of action, demand, or any other right to payment derivative of or from the Debtor that is property of the Estate under 11 U.S.C. § 541.
- 37. Disclosure Statement: The Disclosure Statement Under 11 U.S.C. § 1125 in Support of the Joint Plan, as amended from time to time.
- 38. Disclosure Statement Approval Order: The order of the Bankruptcy Court approving the Disclosure Statement and authorizing the solicitation of acceptances of the Plan.
- 39. Disclosure Statement Hearing: The hearing at which the Disclosure Statement is first considered by the Bankruptcy Court.

40. Disputed: With respect to any Claim or Interest, any Claim or Interest listed on (a) the Claims Register that is not yet Allowed or (b) the Schedules as disputed, contingent, or unliquidated. In the event that any part of a Claim is a Disputed Claim, such Claim in its entirety may be deemed to constitute a Disputed Claim for purposes of Distributions unless the Reorganized Debtor and the Holder of such Claim agree otherwise; provided however that nothing in this definition is intended to or does impair the rights of any holder of a Disputed Claim to pursue its rights under § 502 of the Bankruptcy Code.

41. Distribution: The distribution in accordance with this Plan of property required by the Plan to be distributed to the Holders of Allowed Claims and Allowed Interests, or the property so distributed.

42. Distribution Date: The Date when Distributions occur under the Plan. The initial Distribution Date and subsequent Distribution Dates shall be established in the reasonable discretion of the Reorganized Debtor.

43. Effective Date: The date selected by the Debtor (with the consent of the Plan Sponsor) that is a Business Day after the Confirmation Date on which the conditions to the effectiveness of the Plan and the Plan Funding and Support Agreement have been satisfied or waived. Unless otherwise specifically provided in the Plan, anything required to be done by the Debtor or the Reorganized Debtor on the Effective Date may be done on the Effective Date or as soon as reasonably practicable thereafter. With the consent of the Plan Sponsor, the Plan Proponents reserve the right to seek to have the Bankruptcy Rule 3020(e) fourteen day automatic stay of the Confirmation Order terminated or shortened by the Court to allow the Effective Date to occur immediately upon entry of the Confirmation Order.

44. Entity: The meaning assigned to such term by § 101(15) of the Bankruptcy Code.

45. Estate: The bankruptcy estate of the Debtor created by virtue of Bankruptcy Code § 541 upon the commencement of the Chapter 11 Case.

46. Exculpated Parties: As defined in Section 13.13.

47. Executory Contract: A contract to which the Debtor is a party that is subject to assumption or rejection under Bankruptcy Code § 365.

48. Final Decree: The decree for the Chapter 11 Case contemplated under Bankruptcy Rule 3022.

49. Final Order: As applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and (i) as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or (ii) as to which any appeal that has been taken or any petition for certiorari has been filed to the extent such order has not been stayed pending appeal or certiorari consideration.

50. Founding Owners: As defined in Section 5.01.

51. FSA Notice: Any notice under Section 1324 of the Food Security Act, 7 U.S.C. § 1631.
52. FSA Notice Party: Any Grower's lender that claims a lien in guar beans grown by a Grower and that sent an FSA Notice to the Debtor.
53. General Unsecured Claim: Any Claim that is not an Administrative Claim, Secured Claim, Grower Claim, Priority Tax Claim, or Priority Non-Tax Claim, Subordinated Claim, including, without limitation, (a) any claim arising from the rejection of an Executory Contract or Unexpired Lease and (b) any portion of a Claim to the extent the value of the Holder's interest in property securing such Claim is less than the amount of the Claim, as determined pursuant to § 506(a) of the Bankruptcy Code.
54. Governmental Unit: The meaning assigned to such term by Bankruptcy Code § 101(27).
55. Grower: A creditor who grew guar beans and delivered them to the Debtor prior to the Petition Date pursuant to an agreement with the Debtor. The term "Grower" does not include harvesters, haulers, landlords (including any landlord, harvester, or hauler who asserts a claim related to the contract of a grower), or anyone else who did not grow guar beans.
56. Holder: An Entity holding a Claim or Interest, as applicable.
57. Impaired: With respect to any Class of Claims or Interests, impairment within the meaning of Bankruptcy Code § 1124.
58. Indemnity Claims: all indemnity claims against the Debtor, including, but not limited to, those indemnity claims included in the following Proofs of Claim: Claim Nos. 179, 191, 204, 256, and 263 filed by Leadout Partners, LP; Claim Nos. 180, 194, 207, 259, and 268 filed by Brad Romanchuk; Claim Nos. 182, 197, 211, 261, and 270 filed by Dylan Dahlman; Claim Nos. 186, 200, 212, 262, and 274 filed by BL3 Management Corp.; Claim No. 338 filed by Scopia Windmill Fund, LP; Claim No. 345 filed by Michael Dworkis; and Claim No. 352 filed by Mark Everett Stanley.
59. Interest: Any: (a) equity security in a Debtor, including all issued, unissued, authorized, or outstanding shares of stock together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto, or (b) partnership, limited liability company, or similar interest in a Debtor.
60. IRS: The Internal Revenue Service.
61. Judicial Code: Title 28 of the United States Code, 28 U.S.C. §§ 1–4001.
62. Lien: With respect to any property or asset, any mortgage, lien, interest pledge, charge, security interest, encumbrance, mechanics' lien, materialmen's lien, statutory lien or right, and other consensual or non-consensual lien, whenever granted and including, without limitation, those charges or interests in property within the meaning of "lien" under Bankruptcy Code § 101(37).

- 63. Non Consenting 9019 Grower: shall have the meaning set forth in Article III (Treatment of Class 4).
- 64. Non Consenting Other Grower: shall have the meaning set forth in Article III (Treatment of Class 5).
- 65. Non-Grower Released Parties: As defined in Plan section 5.02.
- 66. Non-Voting Growers: shall have the meaning set forth in Section 3.09.
- 67. Ordinary Course Liability: Claims incurred after the Petition Date and prior to the Effective Date in the ordinary course of business of a Debtor, relating to the Debtor's business, consistent with past practices during the pendency of and, as applicable, taking into account, the Chapter 11 Case.
- 68. Other Grower: A Grower that is not included in the 2019 Statement.
- 69. Other Secured Claim: A Secured Claim that is not otherwise classified in Classes 2, 3, 4, 5, or 6.
- 70. Petition Date: March 14, 2014.
- 71. Plan Payment: shall have the meaning set forth in Section 3.09
- 72. Plan: Joint Plan of Reorganization, filed by the Debtor and Scopia Windmill, as amended from time to time.
- 73. Plan Documents: The Plan and all exhibits thereto, the Disclosure Statement and all exhibits thereto, and the Plan Supplement.
- 74. Plan Proponents: shall have the meaning set forth in the preamble of this Plan.
- 75. Plan Sponsor: Cor Capital.
- 76. Plan Supplement: The compilation of documents and forms of documents referred to in the Plan and any exhibits thereto, which shall be filed within ten (10) days prior to the Confirmation Hearing.
- 77. Plan Funding and Support Agreement: The agreement between Plan Sponsor, the Debtor and Scopia Windmill related to the parties' investment in the Reorganized Debtor and support of the Plan.
- 78. Post-Confirmation Service List: The list of those Entities who have notified the Debtor or the Reorganized Debtor in writing, at or following the Confirmation Hearing, of their desire to receive notice of all pleadings filed after the Confirmation Date and have provided the e-mail or physical address where such notices shall be sent.
- 79. Post-Petition Tax Claim: An Administrative Claim or other Claim by a Governmental Unit for taxes (and for interest and/or penalties related to such taxes) for any tax year or period,

which accrued or were assessed within the period from and including the Petition Date through and including the Effective Date.

80. Post-Petition Tax Claim Bar Date: The first Business Day that is at least the later of (i) forty-five (45) days following the Effective Date and (ii) ninety days following the filing with the applicable Governmental Unit of the tax return for such taxes for such tax year or period, or by such earlier deadline governing a particular Post-Petition Tax Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

81. Post-Petition Tax Claim Objection Deadline: The first Business Day that is at least sixty (60) days after the applicable Post-Petition Tax Claim Bar Date or such earlier deadline governing the objection to a particular Post-Petition Tax Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

82. Priority Non-Tax Claim: Any Claim accorded priority in right of payment pursuant to Bankruptcy Code § 507(a), other than a Priority Tax Claim or an Administrative Claim.

83. Priority Tax Claim: Any Claim of the kind specified in Bankruptcy Code § 507(a)(8).

84. Professional: An Entity retained or to be compensated under §§ 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code.

85. Professional Fee Claim: An Administrative Claim of a Professional for compensation for services rendered and/or reimbursement of costs and expenses incurred on and after the order for relief and prior to the Effective Date.

86. Professional Fee Claim Bar Date: The first Business Day that is at least forty-five (45) days after the Effective Date or such earlier deadline governing a particular Professional Fee Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

87. Professional Fee Claim Objection Deadline: The first Business Day that is at least sixty (60) days after the Professional Fee Claim Bar Date or such earlier deadline governing the objection to a particular Professional Fee Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

88. Proof of Claim: Any proof of claim filed with the Bankruptcy Court with request to a Debtor pursuant to Bankruptcy Code § 501 and Bankruptcy Rules 3001 and 3002.

89. Proof of Claim Bar Date: September 16, 2014, unless a later date is allowed by statute or Bankruptcy Court order.

90. Pro Rata Share: As to a particular Holder of a particular Claim, the ratio that the amount of such Claim held by such Claim Holder bears to the aggregate amount of all Claims in the particular Class or category. Such ratio shall be calculated as if all Claims in the particular Class or category asserted against the Debtor are Allowed Claims as of the Effective Date, unless specifically provided otherwise in the Plan.

91. Record Date: The date the Disclosure Statement Approval Order is entered by the Bankruptcy Court.

92. Rejection Claim Bar Date: The first Business Day that is at least thirty days after the Effective Date or such earlier date that may be set by the Bankruptcy Court concerning a particular Executory Contract.

93. Reorganized Debtor: The Debtor on and after the Effective Date.

94. Reserves: The funds or escrow accounts established by the Debtor or the Reorganized Debtor for the purposes of implementing the Plan, and which shall be used only for such purposes.

95. Rights of Action: Any and all claims, debts, demands, rights, defenses, actions, causes of action, suits, contracts, agreements, obligations, accounts, defenses, offsets, powers, privileges, licenses and franchises of any kind or character whatsoever, known or unknown, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract or in tort, at law or in equity, or under any other theory of law, of the Debtor or its Estate, including, without limitation (a) rights of setoff, counterclaim, or recoupment, and claims on contracts or for breaches of duties imposed by law; (b) claims pursuant to 11 U.S.C. § 362; (c) such claims and defenses as fraud, mistake, duress, and usury; (d) all Avoidance Actions; (e) any and all claims and defenses in any currently pending litigation involving the Debtor; (f) claims for breach of fiduciary duty and mismanagement; and (g) any potential recoveries of tax overpayments. A more complete list of Rights of Action is included in Exhibit B to the Disclosure Statement.

96. Schedules: The schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs, as may be amended from time to time, filed by the Debtor pursuant to Bankruptcy Code § 521, the official bankruptcy forms, and the Bankruptcy Rules.

97. Scopia Capital: Scopia Capital Management LLC or its designee(s).

98. Scopia Windmill: Scopia Windmill Fund, LP.

99. Scopia Litigation: Adversary Proceeding No. 14-05011, pending before the Bankruptcy Court.

100. Scopia Windmill Plan Cash Contribution: The \$6.0 million cash contribution provided by Scopia Windmill as described in the “Scopia and Windmill Plan Contributions” section of the Cor Capital Term Sheet. For the avoidance of doubt such sum shall be held by the Debtor as Scopia Windmill’s agent for making the settlement payments to the 9019 Growers in accordance with the distributions provided for in the Plan. .

101. Secured Claim: A Claim that is (a) secured in whole or part, as of the Petition Date, by a Lien against property of a Debtor that is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law or (b) subject to setoff under Bankruptcy Code § 553; provided however, with respect to both (a) and (b), a Claim is a Secured Claim only to the extent of the value, net of any Lien senior to

the applicable Lien, of the Estate's interest in the assets or property securing any such Claim or the amount subject to setoff, as the case may be.

102. Secured Tax Claim: A Secured Claim of a Governmental Unit based on a tax allegedly owed by the Debtor.

103. Securities Act: The Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended, and the rules promulgated pursuant thereto.

104. Senior Secured Term Loan: The \$8 million senior secured term loan described in the Cor Capital Term Sheet and Schedule 1 thereto.

105. Subordinated Claim: Any claim determined by Bankruptcy Court to be subordinated to general unsecured Claims pursuant to section 510 of the Bankruptcy Code. Any claim by any Founding Owner related to the rescission of a purchase or sale or his ownership interest in the Debtor, for damages arising from the purchase or sale of such ownership interest, or for reimbursement or contribution allowed under Bankruptcy Code section 502 on account of such a claim shall be treated in all respects as a Subordinated Claim.

106. Unexpired Lease: A lease to which the Debtor is a party that is subject to assumption or rejection under Bankruptcy Code § 365.

107. Unimpaired: With respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of Bankruptcy Code § 1124.

108. Voting Class: A Class entitled to vote to accept or reject the Plan.

109. Voting Deadline: **November 14, 2014 at 5:00 p.m.** (prevailing Central Time).

110. WTG-Grower Litigation: The adversary proceeding(s) commenced to (a) avoid the unperfected statutory liens of growers who did not file UCC-1 financing statements prior to the Petition Date, and to determine matters related thereto (such as the validity and priority of such unperfected statutory liens); and (b) avoid the statutory liens of growers who filed UCC-1 financing statements after the commencement of the Bankruptcy Case, and to determine matters related thereto. The WTG-Grower Litigation, upon request of a party-in-interest and if approved by the Bankruptcy Court, may be consolidated with the Scopia Litigation. The WTG-Grower Litigation currently is filed in Adversary Nos. 14-05012 and 14-05013 pending in the Bankruptcy Court.