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UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO

In Re:	Case No. 13-41437 JDP
WALKER LAND AND CATTLE, LLC,	Chapter 11
Debtor.	

DEBTOR'S MODIFICATION OF ITS SECONDED AMENDED PLAN

COMES NOW the Debtor-in-possession, Walker Land and Cattle, LLC and pursuant to 11 U.S.C. section 1127(a) and Article X, *Modifications and Amendments*, of its Seconded Amended Plan ("Plan") and modifies Article V, *Means for Implementation of the Plan*, of its Plan as follows:¹

5.2.4 Limitations and Prohibition on Related Party Transactions:

a. During the Plan Term, the Debtor shall not loan any funds to any person, for so long as members of classes 1 through 51 remain unpaid under the Plan. The Debtor shall continue to sell its potatoes in the ordinary course of business to Walker Produce Co. Inc. or any other Related Parties, so long as Walker Produce Co. Inc. or any other Related Parties pay for such potatoes in the ordinary course of business. "Related Parties" are defined as persons with either shared ownership, control or familial relationship with the equity interest holders of the Debtor.

b. During the Plan Term, the Debtor may extend credit to Related Parties on an open account in the ordinary course of the Debtor's business for the sale of crops, subject to the provisions of Section 5.2.5 below.

5.2.5 Formation of Related Parties Receivables Collection Committee; Duties

¹ Please note that Sections 5.2.4 and 5.2.5 are new sections to the Plan.

and Rights: On, or within 21 days after the Effective Date, a Related Parties Receivables Collection Committee (the "Collection Committee") shall be formed consisting of the then current membership of the pre-confirmation Unsecured Creditors Committee and two additional unsecured creditors consisting of Nature's Way, Inc. and Parkinson Seed Farm, Inc.

a. Assignment of Related Parties Receivables:

i. Pre-petition Related Parties Receivables: Attached hereto as Exhibit "A" is a list of the pre-petition Related Parties Receivables, net of applicable set off amounts, owed to the Debtor as of the date noted on Exhibit A, including both accounts and notes receivable (the amounts noted on Exhibit A are referred to collectively herein as the "pre-petition Related Parties Receivables"). The Debtor shall endeavor to collect the pre-petition Related Parties Receivables during the six (6) months following the Effective Date. With regards to the pre-petition Related Parties Receivables listed on Exhibit "A", if the Debtor is able to successfully collect fifty percent (50%) of the pre-petition Related Parties Receivables, on or before six (6) months from the Effective Date, then no pre-petition Related Parties Receivables shall be assigned to the Collection Committee and Debtor shall continue its collection efforts. The sums collected by the Debtor from the pre-petition Related Parties Receivables shall be paid to creditors pursuant to subparagraph iv, e (2) below. If the Debtor is unable to successfully collect fifty percent (50%) of the pre-petition Related Parties Receivables on or before six (6) months from the Effective Date, then the Debtor shall assign the remaining balance of all pre-petition Related Parties Receivables to the Collection Committee for collection pursuant to the terms and conditions of this modification.

ii. Post-petition Related Parties Receivables: Any post-petition credit extended to Related Parties on an open account for the sale of crops in the ordinary course of business that becomes fully mature and more than ninety (90) days past due, shall be transferred and assigned to the Collection Committee for collection pursuant to the terms and conditions of this modification.

b. The Collection Committee, and its members, shall have the following duties, and shall be entitled to the following rights:

i. Retention of Professionals. If the Collection Committee is unable to reach reasonable payment arrangements with the Related Parties within ninety (90) days of the assignment of any account to the Collection Committee, the Collection Committee shall be entitled to retain professionals at reasonable market rates for Eastern Idaho to assist it in the performance of its collection duties and the enforcement of its rights,, with the reasonable fees and expenses of such professionals to be paid from the amounts collected.

ii. Collection Committee Operating Procedures. The Collection Committee may adopt bylaws governing its operations, which may permit telephonic meetings, election of a chairperson, and proxy voting. Decisions of the

Collection Committee shall be by majority vote. Any bylaws and minutes of Collection Committee meetings and decisions shall be maintained by the Collection Committee, or by its counsel, and shall be available for inspection by the Debtor, any creditor or other party in interest in the case during the Plan Term, *excluding* (i) confidential communications between the Collection Committee and its counsel, (ii) discussion of litigation strategy, and (iii) discussions involving matters designated by the Reorganized Debtor or the Court as confidential trade secrets.

iii. No Compensation for Collection Committee Members. Members of the Collection Committee shall serve without compensation.

iv. Rights and Duties of Collection Committee. The Collection Committee shall:

a) Subject to the provisions of 5.2.5 a, endeavor to collect all pre-petition receivables of Related Parties (as itemized on Exhibit "A") that are fully mature and more than ninety (90) days past due, subject to all applicable rights of set off under 11 U.S.C. § 553.

b) Endeavor to collect all post-petition receivables for the sale of crops to Related Parties that are fully mature and more than ninety (90) days past due assigned to the Collection Committee.

c) Review and approve any proposed settlements of claims, including structured settlement or installment payment plans, and causes of action on all pre-petition receivables and post-petition receivables of Related Parties that are assigned to the Collection Committee.

d) Obtain financial information from the Reorganized Debtor as the Collection Committee shall in good faith reasonably request to ensure full and timely performance of its collection duties in this Section 5.2.5.

e) Pay, from the sums collected:

(1) All reasonable costs of collection and reasonable attorney's fees; and

(2) Distribute the net remaining balance collected between Class 51 and Class 9 with each class receiving 50% of the net remaining balance collected. Amounts collected shall be applied as a prepayment of the next payment(s) due under the Plan.

c. Limitation on Liability of the Collection Committee, its members and its counsel. With the exception of gross negligence and willful misconduct, neither the Reorganized Debtor, any creditor of the Debtor or any third party, shall have any claim against the Collection Committee, its members or its counsel.


d. Limitation on Collection Committee Duties. The Collection Committee shall have no duty, power or responsibility to influence, advise, administer or supervise Reorganized Debtor, and, in particular, shall have no duty, power or responsibility to affect the business and farm operations of the Reorganized Debtor, except as set forth hereinabove with regards to the Related Parties receivables.

e. Replacement of Collection Committee Members. In the event a member of the Collection Committee resigns or is otherwise unable or unwilling to continue to serve as a committee member during the Plan Term the remaining members of the Collection Committee shall solicit a replacement member from those members of Class 51 holding allowed, undisputed claims willing to serve on the Collection Committee, considering the size of each member of Class 51's respective allowed, undisputed claim.

f. Termination of Collection Committee. Upon entry of an order closing the case, the Collection Committee shall continue to exist until (1) completion of all payments to Class 51 required under the Plan; or (2) the Collection Committee determines, at its sole discretion, based on the Debtor's performance under the Plan or any other reason, that the Collection Committee is no longer needed. In the event of either circumstance set forth in (1) or (2) above, the Collection Committee shall assign all pending collection accounts back to the Reorganized Debtor. Upon completion of such assignment, the Collection Committee shall automatically be terminated, and its members and counsel shall be discharged of their duties.

DATED: January 13, 15

WALKER LAND & CATTLE, LLC



ROLAND N. WALKER

MAYNES TAGGART, PLLC



ROBERT J. MAYNES

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 14, 2015, I filed a copy of the attached pleading with the Court via CM/ECF and the following parties are reflected as receiving the Notice of Electronic Filing as CM/ECF Registered Participants:

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DATED: January 14, 2015

/s/ Rosalie Wanlass
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