

ENTERED

July 08, 2025

Nathan Ochsner, Clerk

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

In re:	§	
	§	Chapter 11
TREESAP FARMS, LLC, <i>et al.</i> ,	§	
	§	Case No. 25-90017 (ARP)
Debtors. ¹	§	
	§	(Jointly Administered)
	§	
	§	

**ORDER APPROVING DISCLOSURE STATEMENT AND CONFIRMING PLAN OF
LIQUIDATION OF TREESAP FARMS, LLC AND ITS AFFILIATED DEBTORS
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

[Relates to Docket Nos. 273, 274, 275, 311, 318, 326, 332, 333, 339,
347, 353, 364, 374-13, 374-14 & 377]

The above-captioned debtors and debtors in possession (the “Debtors”) having:

- a) commenced their respective chapter 11 cases (the “Chapter 11 Cases”) on February 24, 2025 (the “Petition Date”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code;
- b) operated their businesses and managed their properties during the Chapter 11 Cases as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;
- c) filed, on May 9, 2025, the (a) *Joint Plan of Liquidation of TreeSap Farms, LLC and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 274] (the “Initial Plan”); (b) *Disclosure Statement for Joint Plan of Liquidation of TreeSap Farms, LLC and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 273] (the “Initial Disclosure Statement”); and (c) *Debtors’ Emergency Motion for Entry of an Order (I) Conditionally Approving Disclosure Statement, (II) Scheduling a Combined Hearing and Setting Deadlines Related Thereto, (III) Approving Procedures for Soliciting, Receiving, and Tabulating Votes on Plan, (IV) Approving Manner and Form of Notice and Other Documents, and (V) Granting Related Relief* [Docket No. 275] (the “Solicitation Procedures Motion”);

¹ The Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: TreeSap Farms, LLC (5183); TSH Opco, LLC (4697); TSV Opco, LLC (5418); TSV Reco, LLC (4953); and TreeSap Florida, LLC (5331). The location of the Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is TreeSap Farms, LLC, 5151 Mitchelldale St., Suite B-2, Houston, TX 77292-5279.

- d) filed, on May 23, 2025, the *Notice of Filing of Liquidation Analysis with Respect to Disclosure Statement for Debtors' Joint Plan of Liquidation* [Docket No. 311];
- e) filed, on May 26, 2025, the *Affidavit of Donlin Recano and Company, LLC, Regarding Service of Notice of Filing of Liquidation Analysis with Respect to Disclosure Statement for Debtors' Joint Plan of Liquidation* [Docket No. 318] (the "Liquidation Analysis Certificate of Service");
- f) filed, on May 27, 2025, an amended version of the Initial Disclosure Statement [Docket No. 323];
- g) filed, on May 28, 2025, solicitation versions of the (a) *Joint Plan of Liquidation of TreeSap Farms, LLC and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 332] (the "Plan"); and (b) *Disclosure Statement for Joint Plan of Liquidation of TreeSap Farms, LLC and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No 333] (the "Disclosure Statement");²
- h) filed, on May 28, 2025, the *Notice of Filing of Solicitation Versions of Plan and Disclosure Statement* [Docket No. 334] (the "Solicitation Notice");
- i) filed, on May 30, 2024, the *Affidavit of Donlin Recano and Company, LLC, Regarding Service of Solicitation Versions of the Plan and Disclosure Statement and the Solicitation Notice* [Docket No. 339] (the "May 30 Certificate of Service");
- j) filed, on June 5, 2025, the *Affidavit of Donlin Recano and Company, LLC, Regarding Service of Solicitation Packages with Respect to the Disclosure Statement for Joint Plan of Liquidation of TreeSap Farms, LLC and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 347] (the "Solicitation Certificate of Service"), which, in part, sets forth the service of the *Notice of (A) Combined Hearing on Approval of Disclosure Statement and Confirmation of Plan and (B) Deadline to Object to Disclosure Statement and Confirmation of Plan* (the "Combined Hearing Notice"), which contained notice of the date and time set for the hearing to consider Confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") and the deadline for filing objections to Confirmation or final approval of Disclosure Statement;
- k) filed, on June 20, 2025, the *Debtors' Notice of Filing of Plan Supplement for the Joint Plan of Liquidation of TreeSap Farms, LLC and its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 353] (the "Plan Supplement");
- l) filed, on June 26, 2025, that certain *Affidavit of Service* setting forth the service of the Plan Supplement [Docket No. 364] (the "Plan Supplement Certificate of Service" and, together with the Liquidation Analysis Certificate of Service, the May 30 Certificate of Service, and the Solicitation Certificate of Service, the "Certificates of Service")

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

- m) filed, on July 3, 2025, the *Declaration of John Burlacu Regarding the Solicitation and Tabulation of Votes on the Joint Plan of Liquidation of TreeSap Farms, LLC and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 374-13] (the “Voting Declaration”);
- n) filed, on July 3, 2025, the *Declaration of Bret Jacobs in Support of (I) Approval of the Disclosure Statement and (II) Confirmation of the Joint Plan of Liquidation of TreeSap Farms, LLC and Its Affiliated Debtors* [Docket No. 374-14] (the “Jacobs Declaration”) and collectively with the Voting Declaration, the “Declarations”);
- o) filed, on July 7, 2025, the *Debtors’ Memorandum of Law in Support of (I) Approval of Disclosure Statement and (II) Confirmation of Joint Plan of Liquidation of TreeSap Farms, LLC and its Affiliated Debtors* [Docket No. 377] (the “Confirmation Brief”);

The Court having:

- a) entered, on May 28, 2025, the *Order (I) Conditionally Approving Disclosure Statement, (II) Scheduling a Combined Hearing and Setting Deadlines Related Thereto, (III) Approving Procedures for Soliciting, Receiving, and Tabulating Votes on Plan, (IV) Approving Manner and Form of Notice of Other Documents, and (V) Granting Related Relief* [Docket No. 326] (the “Solicitation Procedures Order”);
- b) reviewed the Plan, the Disclosure Statement, the Plan Supplement, the Confirmation Brief, the Declarations, the Combined Hearing Notice, the Certificates of Service, and all pleadings filed with respect to final approval of the Disclosure Statement and Confirmation of the Plan, including all objections, statements, and reservations of rights with respect thereto, if any, filed on the docket in these Chapter 11 Cases or voiced at the Combined Hearing;
- c) held the Combined Hearing on July 8, 2025, at 9:00 a.m. Central Time;
- d) considered the statements and arguments made by counsel in respect of Confirmation of the Plan and any objections thereto; and
- e) considered all oral representations, Certificates of Services, testimony, documents, filing, and other evidence regarding Confirmation of the Plan and any objections thereto.

NOW, THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party in interest to object to the final approval of the Disclosure Statement and Confirmation of the Plan have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of Confirmation of the Plan and other evidence presented

at the Combined Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, it hereby is DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The determinations, findings, judgments, decrees, and orders set forth and incorporated in (i) this order (this “Confirmation Order”), (ii) the Sale Order [Docket No. 282]; and (iii) the record of the Combined Hearing constitute this Court’s findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Bankruptcy Rules. Each finding of fact set forth or incorporated herein, to the extent it is or may be deemed a conclusion of law, shall also constitute a conclusion of law. Each conclusion of law set forth or incorporated herein, to the extent it is or may be deemed a finding of fact, shall also constitute a finding of fact.

B. Jurisdiction; Venue; Core Proceeding (28 U. S. C. §§ 157(b)(2) and 1334(a)). The Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U. S. C. § 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Court has jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed. Final approval of the Disclosure Statement and Confirmation of the Plan are core proceedings within the meaning of 28 U.S.C. § 157(b)(2) and the Court may enter a final order consistent with section III of the United States Constitution.

C. Chapter 11 Petitions. On the Petition Date, each Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases. On March 12, 2025, the Office of the United States Trustee for the Southern

District of Texas (the “U. S. Trustee”) appointed an Official Committee of Unsecured Creditors (the “Creditors’ Committee”) [Docket No. 82]. In accordance with the *Order (I) Directing Joint Administration of the Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 21], the Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b).

D. Judicial Notice. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed and orders entered thereon. The Court also takes judicial notice of all evidence proffered or adduced and all arguments made at the hearings held before the Court during the pendency of the Chapter 11 Cases.

E. Eligibility for Relief. The Debtors are proper debtors under section 109 of the Bankruptcy Code and the Debtors are proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

F. Solicitation and Notice. On May 28, 2025, the Court entered the Solicitation Procedures Order, which, among other things, established June 27, 2025, at 4:00 p.m. (prevailing Central Time), as the deadline for voting to accept or reject the Plan (the “Voting Deadline”), as well as the deadline for objecting to Confirmation of the Plan and final approval of the Disclosure Statement (the “Objection Deadline”). The solicitation of votes on the Plan complied with the solicitation procedures in the Solicitation Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and was in compliance with all applicable provisions of the Bankruptcy Code and the Bankruptcy Rules. As evidenced by the Solicitation Certificate of Service, all parties required to be given notice of the Combined Hearing (including the deadline for filing and serving objections to final approval of the Disclosure Statement and

Plan Confirmation) have been provided due, proper, timely, and adequate notice and have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

G. Disclosure Statement. The Disclosure Statement provides Holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125 of the Bankruptcy Code. The Disclosure Statement also provides Holders of Claims and other entities with sufficient notice of the injunction, exculpation, and Debtor Release provisions contained in Article X of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

H. Voting. On July 3, 2025, the Debtors filed the Voting Declaration with the Court, certifying the method and results of the Ballots tabulated for Class 3 (Prepetition Lenders Secured Claims) and Class 4 (General Unsecured Claims) (together, the “Voting Classes”). The procedures used to tabulate Ballots were fair and conducted in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and all other applicable rules, laws, and regulations. As set forth in the Plan and the Disclosure Statement, only Holders of Claims in the Voting Classes were eligible to vote on the Plan. As evidenced by the Voting Declaration, both Voting Classes—Class 3 (Prepetition Lenders Secured Claims) and Class 4 (General Unsecured Claims)—voted to accept the Plan.

I. Plan Supplement Documents. The Plan Supplement (including as subsequently modified, supplemented, or otherwise amended pursuant to a filing with the Court), complies and is consistent with the terms of the Plan and the Bankruptcy Code, and the Debtors provided good and proper notice of its filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, the Solicitation Procedures Order, and all other applicable laws, rules, and regulations. All documents included in the Plan Supplement are

integral to, part of, and incorporated by reference into the Plan. All Holders of Claims who voted to accept the Plan and who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan as modified and supplemented by the Plan Supplement. The transmittal and notice of the Plan Supplement (and all documents identified therein) were appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and were conducted in good faith. Subject to the terms of the Plan and compliance with the Bankruptcy Code and the Bankruptcy Rules, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement before the Effective Date; *provided that* no such alteration, amendment, update, or modification shall be inconsistent with the terms of this Confirmation Order or the terms of the Plan. No other or further notice with respect to the Plan Supplement (and all documents identified therein) is necessary or shall be required, including any amendment, modification, or supplement thereto.

J. Modifications to Plan. Pursuant to, and in compliance with, section 1127 of the Bankruptcy Code, the Debtors have proposed certain modifications to the Plan as reflected therein (the “Plan Modifications”). In accordance with Bankruptcy Rule 3019, the Plan Modifications do not (a) constitute material modifications of the Plan under section 1127 of the Bankruptcy Code, (b) cause the Plan to fail to meet the requirements of sections 1122 or 1123 of the Bankruptcy Code, (c) materially or adversely affect or change the treatment of any Claims or Interests, (d) require re-solicitation of any Holders of Claims, or (e) require that any such Holders be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Under the circumstances, the form and manner of notice of the Plan Modifications were adequate, and no other or further notice of the Plan Modifications is necessary or required. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims that voted

to accept the Plan or that are conclusively presumed to have accepted the Plan, as applicable, are deemed to have accepted the Plan as modified by the Plan Modifications. No Holder of a Claim that has voted to accept the Plan shall be permitted to change its acceptance to a rejection as a consequence of the Plan Modifications.

K. Objections. To the extent that any objections (whether formal or informal), reservations of rights, statements, or joinders with respect to approval of the Disclosure Statement and Confirmation of the Plan have not been adjourned, resolved, withdrawn, waived, or settled prior to entry of this Confirmation Order or otherwise resolved herein, they are hereby overruled on the merits based on the record before the Court.

L. Burden of Proof. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard. Each witness who testified or submitted a declaration on behalf of the Debtors or any other party, in support of the Plan and Confirmation, in connection with the Combined Hearing was credible, reliable, and qualified to testify as to the topics addressed in their testimony.

M. Bankruptcy Rule 3016. The Plan is dated and identifies its proponents (*i. e.*, the Debtors), thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement and the Plan on the docket of the Chapter 11 Cases satisfied Bankruptcy Rule 3016(b).

Compliance with Section 1129 of the Bankruptcy Code

N. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The evidentiary record at the Combined Hearing, the Declarations, the contents of the Plan and the Disclosure Statement, the Certificates of Service, the Confirmation Brief, and the Court's judicial

notice of the complete record of the Chapter 11 Cases support the findings of fact and conclusions of law set forth herein.

O. Proper Classification (11 U.S. C. §§ 1122 and 1123(a)(1)). Article III of the Plan designates seven separate Classes of Claims and Interests, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims (including Professional Fee Claims and Statutory Fees), Priority Tax Claims, and DIP Facility Claims which are addressed in Article II of the Plan and, pursuant to section 1123(a)(1) of the Bankruptcy Code, need not be designated). As required by section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims and Interests within the applicable Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan. Such classifications were not implemented for improper purposes, and such Classes do not unfairly discriminate between or among Holders of Claims or Interests. The Plan, therefore, satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

P. Specified Unimpaired and Impaired Classes (11 U.S.C. §§ 1123(a)(2) and 1123(a)(3)). Article III of the Plan specifies that Claims in Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are unimpaired. Article III of the Plan also specifies the treatment of each Impaired Class under the Plan, which are Classes 3 (Prepetition Lenders Secured Claims), 4 (General Unsecured Claims), 5 (Intercompany Claims), 6 (Intercompany Interests), and 7 (Equity Interests). Therefore, the Plan satisfies sections 1123(a)(2)-(3) of the Bankruptcy Code.

Q. No Discrimination (11 U.S.C. § 1123(a)(4)). Article III of the Plan provides the same treatment for each Claim or Interest within a particular Class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim

or Interest. The Plan, therefore, satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

R. Implementation of the Plan (11 U.S.C. § 1123(a)(5)). Article V and various other provisions of the Plan and the Plan Administration Agreement (set forth in the Plan Supplement) provide adequate and proper means for the Plan's implementation. These provisions include, without limitation: (a) the assignment and transfer of any and all of each Debtor's remaining assets, including any Retained Causes of Action, to Post-Effective Date TreeSap; (b) the appointment of a Plan Administrator (identified in the Plan Supplement) for tasks including, but not limited to, winding down the Debtors' Estates and making Distributions to Holders of Allowed Claims in accordance with the Plan (as set forth in further detail in Article V.F. of the Plan and the Plan Administration Agreement); (c) the sources of consideration for Distributions pursuant to the Plan; (d) the cancellation of notes, agreements, and other instruments except as otherwise provided in the Plan; and (e) the authority to undertake corporate actions necessary to effectuate the Plan. Article VI (Treatment of Executory Contracts and Unexpired Leases), Article VII (Provisions Governing Distributions), and Article IX (Conditions Precedent to Confirmation and Consummation of [The] Plan), among other provisions of the Plan, set forth the means for its implementation. The Plan, therefore, satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

S. Directors and Officers (11 U.S.C. § 1123(a)(7)). The Debtors disclosed the identify of and the materials terms of engagement for the Plan Administrator pursuant to the Plan Supplement. In accordance with the Plan, the Debtors selected David A. Zdunkewicz to serve as the Plan Administrator. On the Effective Date, Mr. Zdunkewicz, without the need for further action or approval, shall be appointed as Plan Administrator pursuant to the terms the Plan

Administration Agreement. The Plan Administration Agreement and the terms thereof are hereby approved and the Debtors, Post-Effective Date TreeSap and the Plan Administrator, as applicable, are each authorized to enter into and perform under the Plan Administration Agreement. After the Effective Date, pursuant to section 1124(b) of the Bankruptcy Code, the Plan Administrator shall be authorized to file each Debtor's tax returns and pay related tax obligations, consistent with the terms of the Article V.F. of the Plan and the Plan Administration Agreement. Pursuant to Article V.K. of the Plan, following the Confirmation Date and prior to the Effective Date, the then-current officers, directors and managers of the Debtors shall continue in their respective capacities in accordance with the applicable by-laws or other organizational documents of each Debtor, unless otherwise agreed between the Debtors and the Purchaser, and the Debtors shall execute such documents and take such other action as is necessary to effectuate the actions provided for in the Plan. Article V.K. also provides that on and after the Effective Date, the Plan Administrator shall serve as the sole shareholder, interest holder, officer, director or manager of each of the Debtors, as applicable, under applicable state law. The manner of selection of the Plan Administrator is consistent with the interests of creditors and other stakeholders, as well as with public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

T. Discretionary Contents of the Plan (11 U.S.C. § 1123(b)). The Plan contains various provisions that may be construed as discretionary and are not required for confirmation under the Bankruptcy Code. As set forth below, such discretionary provisions comply with section 1123(b) of the Bankruptcy Code and are not inconsistent in any way with the applicable provisions of the Bankruptcy Code. As a result thereof, the requirements of section 1123(b) of the Bankruptcy Code have been satisfied.

U. Impairment/Unimpairment of Any Class of Claims or Interest (11 U.S.C. § 1123(b)(1)). The Plan is consistent with section 1123(b)(1) of the Bankruptcy Code. Article III of the Plan impairs or leaves unimpaired each Class of Claims and Interests.

V. Rejection (11 U.S.C. § 1123(b)(2)). Consistent with section 1123(b)(2) of the Bankruptcy Code, Article VI of the Plan provides for the rejection of all of the Debtors' executory contracts or unexpired leases that (i) have not been previously rejected, assumed, or assumed and assigned, including in connection with the Sale Transaction, and are not the subject of a pending motion or notice to reject, assume, or assume and assign as of the Effective Date, and (ii) have not expired under their own terms prior to the Effective Date, except with respect to any contract of insurance benefiting the Debtors and their Estates, the Debtors' officers, managers and directors, and the Post-Effective Date Debtors.

W. The Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors have complied with the applicable provisions of the Bankruptcy Code. Specifically: (a) the Debtors are proper debtors under section 109 of the Bankruptcy Code; (b) the Debtors have complied with all applicable provisions of the Bankruptcy Code, including section 1125, except as otherwise provided or permitted by order of the Court; and (c) the Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order in transmitting the Solicitation Materials (defined below) and in tabulating the votes with respect to the Plan. In compliance with the Solicitation Procedures Order, the Debtors caused copies of the following materials to be transmitted to the known Holders of Claims in Classes that were entitled to vote to accept or reject the Plan (*i.e.*, Claims in Classes 3 and 4): (1) the Disclosure Statement and Plan; (2) the Combined Hearing Notice; (3) the Solicitation Procedures Order; and (4) an appropriate form of ballot and a pre-addressed

postage prepaid return envelope (collectively, the “Solicitation Materials”). In further compliance with the Solicitation Procedures Order and as evidenced by the Solicitation Certificate of Service, the Debtors caused copies of the Combined Hearing Notice to be served on all parties in interest. In addition, copies of the Solicitation Procedures Order, the Plan, the Disclosure Statement, and the Combined Hearing Notice have been available free of charge, at <https://www.donlinrecano.com/tsf>, and the foregoing was set forth in the Combined Hearing Notice. The Combined Hearing Notice provided due and proper notice of the Hearing and all relevant dates, deadlines, procedures, and other information relating to the Plan and/or the solicitation of votes thereon, including, without limitation, the Voting Deadline and the Objection Deadline (as such terms are defined in the Combined Hearing Notice), the time, date, and place of the Combined Hearing and the provisions in the Plan concerning the Plan’s exculpation, the Debtor Releases, and the Plan injunction provided for in the Plan. The Debtors also provided the Court-approved notices of non-voting status (the “Notices of Non-Voting Status”) to the holders of Claims and Interests not entitled to vote on the Plan, consistent with terms of the Solicitation Procedures Order. Based on the foregoing, all Persons and Entities entitled to receive notice of the Disclosure Statement, the Plan, the Combined Hearing Notice, and Notices of Non-Voting Status have received proper, timely, and adequate notice in accordance with the Solicitation Procedures Order, the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules and have had an opportunity to appear and be heard with respect thereto. As such, the Debtors are in compliance with section 1128 of the Bankruptcy Code and Bankruptcy Rules 2002(b) and 3017(d)-(f). No other or further notice is required.

X. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan has been proposed by the Debtors in good faith and in the belief that the proposed liquidation contemplated

under the Plan will maximize value for the Debtors' creditors. The Plan accomplishes the goals promoted by section 1129(a)(3) of the Bankruptcy Code by enabling the Plan Administrator to authorize and instruct the Disbursing Agent to make Distributions to creditors on a fair and equitable basis, in accordance with the priorities established by the Bankruptcy Code, subject to the terms of the Plan. The Plan has been proposed with the legitimate purpose of maximizing the value of the Estates to achieve the best interests of the Debtors' creditors and not by any means forbidden by applicable law. The Debtors, the Released Parties, and the Exculpated Parties have acted diligently and in good faith in connection with the filing and prosecution of these Chapter 11 Cases as is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the Plan, the Solicitation Materials, the hearing to conditionally approve the Disclosure Statement, and the record of the Combined Hearing, the declarations and testimony submitted to the Court, and other proceedings held in the Chapter 11 Cases. In so finding, the Court has considered the totality of the circumstances in the Chapter 11 Cases. The support for the Plan by Holders of Claims in Class 3 and Class 4 who voted to accept the Plan further demonstrates that the Plan was proposed in good faith. Finally, as described in greater detail below, the Plan's indemnification, exculpation, Debtor Release, and injunction provisions are warranted, necessary, and appropriate, and are supported by sufficient consent and consideration under the circumstances of the Chapter 11 Cases as a whole and are consistent with sections 105, 1123(b)(6), and 1129 of the Bankruptcy Code and applicable law in this Circuit, and the Debtors, the Released Parties, and the Exculpated Parties will be acting in good faith if they proceed to consummate the Plan and the agreements, settlements, transactions, distributions, and other transfers contemplated therein and in this Confirmation Order and take any actions authorized by the Plan and this Confirmation Order.

Y. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). No payment for services or costs and expenses in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been or will be made by the Debtors other than payments that have been authorized by an order of the Court, including without limitation by the Confirmation of the Plan by this Confirmation Order. Pursuant to Article II.A.2. of the Plan, such Professional Persons' final applications for allowance of compensation for services rendered and reimbursement of expenses incurred must be filed and served **no later than thirty (30) days after the Effective Date.** Such applications will be subject to review and approval by the Court.

Z. Proper Disclosure of Officers (11 U.S.C. § 1129(a)(5)). The Debtors have complied with section 1129(a)(5) by providing such disclosures in the Plan Supplement and the Plan. The Plan, in conjunction with the Plan Supplement, satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

AA. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and will not require governmental regulatory approval. Therefore, section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan.

BB. "Best Interest Test" 11 U.S.C. § 1129(a)(7). Each Holder of an Impaired Claim or Impaired Interest has either accepted the Plan or will receive or retain on account of such Claim or Interest, property of a value on the Effective Date of the Plan that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The liquidation analysis attached as Exhibit B to the Disclosure Statement and the other evidence related thereto in support of Confirmation that was presented,

proffered, or adduced at or prior to the Combined Hearing: (a) are reasonable, persuasive, and credible; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that each Holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date. The Plan, therefore, satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

CC. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Section 1129(a)(8) of the Bankruptcy Code requires that each class of claims or interests must either accept a plan or be unimpaired under a plan. Class 1 (Other Priority Claims) and Class 2 (Other Secured Claims) are unimpaired Classes of Claims, which are conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. Classes 3 (Prepetition Lenders Secured Claims) and 4 (General Unsecured Claims) are the Impaired Classes entitled to vote on the Plan. Both Classes 3 and 4 voted to accept the Plan. Classes 5 (Intercompany Claims), 6 (Intercompany Interests), and 7 (Equity Interests) are each conclusively presumed to reject the Plan because no distribution is anticipated to the Holders of such Claims or Interests, in accordance with section 1126(g) of the Bankruptcy Code. The Plan, therefore, does not satisfy the requirements of section 1129(a)(8) of the Bankruptcy Code because at least one Impaired Class has voted against the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

DD. Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Claims, Priority

Tax Claims, and DIP Facility Claims as set forth in Article II of the Plan is in accordance with the requirements of section 1129(a)(9) of the Bankruptcy Code. As such, the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

EE. Acceptance by at Least One Impaired Class of Claims (11 U.S. C. § 1129(a)(10)). As set forth in the Voting Declaration, Classes 3 and 4 are Impaired Classes of Claims entitled to vote pursuant to the Plan, and Classes 3 and 4 voted to accept the Plan. Therefore, at least one Class of Claims that is Impaired under the Plan has accepted the Plan, as determined without including any acceptance of the Plan by any insider. Accordingly, the Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code.

FF. Confirmation is not likely to be followed by need for further reorganization (11 U.S.C. § 1129(a)(11)). The Plan provides for, among other things, the distribution of the Debtors' Cash—including the net sale proceeds received by the Debtors upon the closing of the Sale Transaction—in accordance with the priority scheme of the Bankruptcy Code and the terms of the Plan. Further, as set forth in Article V of the Plan, any remaining assets of the Debtors' as of the Effective Date will vest in Post-Effective Date TreeSap for the administration, liquidation, and distribution by the Plan Administrator in accordance with the terms of the Plan Administration Agreement and the Plan. Accordingly, no further reorganization of the Debtors is contemplated. Based on the evidence proffered or adduced at or prior to the Combined Hearing and in the Confirmation Brief and the Plan, the Debtors will have sufficient funds available as of the Effective Date to pay all Claims and expenses that are required to be paid on the Effective Date pursuant to the terms of the Plan (including Administrative Claims, Priority Tax Claims and DIP Facility Claims (to the extent not already fully satisfied)). Accordingly, the Plan is the

feasible. The Plan, therefore, satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

GG. Payment of Bankruptcy Fees (11 U.S.C. § 1129(a)(12)). The Plan provides for the payment of all fees payable by the Debtors pursuant to 28 U.S.C. § 1930(a) on and after the Effective Date until the entry of a final decree in each Debtor's Chapter 11 Case or until such Chapter 11 Case is converted or dismissed. The Plan, therefore, satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

HH. Non-applicability of Certain Sections (11 U.S.C. §§ 1129(a)(13), (14), (15), and (16)). The Debtors do not owe any retiree benefits, domestic support obligations, are not individuals, and are not nonprofit corporations. Therefore, sections 1129(a)(13), 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Cases.

II. "Cram Down" Requirements – Section 1129(b). The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that not all Classes voted to accept the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. First, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. Second, the Plan is fair and equitable with respect to each Impaired Class that did not vote to accept the Plan. The Plan has been proposed in good faith, is reasonable and meets the requirements that no Holder of a Claim or Interest that is junior to each such Class will receive or retain any property under the Plan on account of such junior Claim or Interest and no Holder of a Claim or Interest in a Class senior to such Classes is receiving more than payment in full on account of its Claim or Interest. Accordingly, the Plan is fair and equitable towards all Holders of Claims and Interests in Impaired Classes that did not vote to accept the Plan. Third, the Plan is consistent with the absolute priority rule and does not

discriminate unfairly with respect to Impaired Classes that did not vote to accept the Plan because similarly situated Holders will receive substantially similar treatment on account of their Claims or Interests in such Class. The Plan may therefore be confirmed despite the fact that not all Impaired Classes have voted to accept the Plan.

JJ. Only One Plan (11 U.S.C. § 1129(c)). Other than the Plan (including any previous versions thereof), which Plan constitutes a separate chapter 11 plan for each of the five Debtors, no other plan has been filed in these Chapter 11 Cases. The Plan, therefore, satisfies the requirements of section 1129(c) of the Bankruptcy Code.

KK. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act, 15 U.S.C. § 77e. No Governmental Unit has requested that the Court refuse to confirm the Plan on similar grounds. The Plan, therefore, satisfies the requirements of section 1129(d) of the Bankruptcy Code.

LL. Good Faith Solicitation (11 U.S.C. § 1125(e)). The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the Plan, the Solicitation Materials, the hearing to conditionally approve the Disclosure Statement, and the record of the Combined Hearing, the Declarations and testimony submitted to the Court, and other proceedings held in the Chapter 11 Cases. The Debtors have proposed the Plan with the legitimate and honest purpose of maximizing the value of each of the Debtors' Estates for the benefit of their stakeholders. Accordingly, the Debtors have been, are, and will continue to act in good faith if they proceed to: (i) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby; and (ii) take the actions authorized and directed or contemplated by this Confirmation Order. Therefore, the Plan has been proposed in good faith

to achieve a result consistent with the objectives and purposes of the Bankruptcy Code and the aforementioned parties have acted in good faith within the meaning of sections 1125(e) and 1126(e) of the Bankruptcy Code.

MM. Implementation. The various means for implementation of the Plan, as set forth in Article V and other provisions of the Plan (collectively, the “Implementation Activities”), have been designed and proposed in good faith. The Implementation Activities are adequate and will promote the maximization of the value of the ultimate recoveries under the Plan in a fair and equitable manner in accordance with the priorities established by the Bankruptcy Code. The Implementation Activities are not intended to hinder, delay, or defraud any entity to which the Debtors is indebted on the Effective Date.

NN. Exculpation. The exculpation provisions contained in Article X.C. of the Plan are appropriately tailored in scope given the circumstances of these Chapter 11 Cases to achieve the overall purpose of the Plan and are consistent with applicable law, including both of the Fifth Circuit’s *Highland* opinions.³ The exculpation provisions are supported by proper evidence, proposed in good faith, formulated following extensive good faith, arm’s-length negotiations with key constituents. Each Exculpated Party made significant contributions to the Chapter 11 Cases, including with respect to the negotiation and implementation of the Sale Transaction and the transactions embodied in the Plan. The Exculpated Parties reasonably relied upon the exculpation provisions as a material inducement to engage in postpetition negotiations with the Debtors that culminated in the Plan and all other settlements and compromises that maximize value for the Debtors’ Estates. The record in the Chapter 11 Cases fully supports the exculpation

³ *NexPoint Advisors, L.P., et al. v. Highland Capital Mgmt., L.P. (In re Highland Capital Mgmt., L.P.)*, 48 F.4th 419, 437–38 (5th Cir. 2022); *Highland Capital Mgmt. Fund Advisors, L.P. v. Highland Capital Mgmt., L.P.*, 132 F.4th 353 (5th Cir. 2025) (collectively, “Highland”).

provisions, which are appropriately tailored to protect the Exculpated Parties from unnecessary litigation arising from their participation in the Chapter 11 Cases and the Debtors' liquidation and are consistent with the Bankruptcy Code and applicable law. The exculpation provisions also contain appropriate carve outs for actions determined by a Final Order to have constituted actual fraud, willful misconduct, or criminal conduct.

OO. Injunction. The injunction provision provided in Article X.D. of the Plan is necessary to implement, preserve, and enforce the Plan.

PP. Plan Releases. The release of Claims and Causes of Action by the Debtors, the Post-Effective Date Debtors, and the Estates described in Article X.B. of the Plan (the "Debtor Release") is an essential and critical provision of the Plan and formed an integral part of the agreement embodied in the Plan among all parties in interest. The Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, is: (i) within the jurisdiction of the Court pursuant to 28 U.S.C. § 1334; (ii) in exchange for the good and valuable consideration provided by the Released Parties; (iii) a good faith settlement and compromise of the Claims and Causes of Action released by such release; (iv) in the best interests of the Debtors and their creditors; (v) fair, equitable, and reasonable; (vi) given and made after due notice and opportunity for hearing; (vii) appropriately narrow in scope given that they expressly exclude any Causes of Action arising from any act or omission that is determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct, or criminal conduct; and (viii) a bar to any of the Debtors or their Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release. The Debtor Release appropriately offers protection to parties that constructively participated in the Debtors' chapter 11 efforts. Such protections from liability facilitated the participation of the Debtors' stakeholders in the

negotiations and compromises that led to the Plan and Sale Transaction. Additionally, the Debtors are not aware of any (i) significant potential Claims that are being released; or (ii) pending litigation that would be discontinued as a result of the Debtor Release. The scope of the Debtor Release is appropriately tailored given the facts and circumstances of the Chapter 11 Cases and is appropriate in light of the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Plan's Debtor Release, among other things.

QQ. Preservation of Rights of Action. Article X.F. of the Plan appropriately provides that the Debtors will retain, for the Debtors or Plan Administrator to adjudicate and enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action that were not transferred to the Purchaser or released as part of the Sale Transaction or released under the Plan, whether arising before or after the Petition Date. The Plan and Plan Supplement provide meaningful disclosure with respect to the potential Retained Causes of Action that the Debtors may retain. All parties in interests received adequate notice with respect to such Retained Causes of Action. The provisions regarding the preservation of the Retained Causes of Action in the Plan are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

RR. Satisfaction of Confirmation Requirements. Based upon the foregoing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

BASED ON THE FOREGOING FINDINGS OF FACT, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. Confirmation. The Plan, attached hereto as Exhibit A, is **APPROVED** in its entirety and confirmed under section 1129 of the Bankruptcy Code. The Plan is **CONFIRMED** in its entirety pursuant to section 1129 of the Bankruptcy Code. The terms of the Plan, the Plan Supplement and each of the documents comprising the Plan Supplement, any amendments,

modifications, or supplements thereto, and all documents and agreements thereto are incorporated by reference into and are an integral part of the Plan, and such terms and their implementation are hereby approved and authorized. The Debtors and/or the Plan Administrator (as applicable) are authorized to take all actions necessary or appropriate to enter into, implement, and consummate the contracts, instruments, releases, and other agreements or documents created in connection with the Plan.

2. Final Approval of Disclosure Statement. The Disclosure Statement is hereby **APPROVED**, on a final basis, pursuant to section 1125 of the Bankruptcy Code.

3. Objections. To the extent that any objections have not been withdrawn or resolved prior to the entry of this Confirmation Order, all objections are overruled in all respects for the reasons set forth in the record of the Combined Hearing, which record is incorporated herein, and all withdrawn informal comments, if any, are deemed withdrawn with prejudice.

4. Omission of Reference to Particular Plan Provisions. The failure to specifically describe or include any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plan be approved and confirmed in its entirety.

5. Implementation. The Debtors and the Plan Administrator are authorized to take all actions necessary, appropriate, or desirable to enter into, implement, and consummate the contracts, instruments, releases, leases, agreements, or other documents created or executed in connection with the Plan. Without further order or authorization of this Court, the Debtors, the Plan Administrator, and their successors are authorized and empowered to make all modifications to all Plan documents that are consistent with the Plan. Execution versions of the Plan and all related documents, where applicable, shall constitute legal, valid, binding, and authorized

obligations of the respective parties thereto, enforceable in accordance with their terms. By this Confirmation Order, the Plan Administrator shall be designated by the insurer as the ‘First Named Insured.’

6. Classifications. The classification of Claims for purposes of Distributions made under the Plan shall be governed solely by the terms of the Plan and the Solicitation Procedures Order.

7. Effective Date. The Effective Date of the Plan shall occur on the date determined by the Debtors when the conditions set forth in Article IX.B of the Plan have been satisfied or, if applicable, waived in accordance with the Plan.

8. No Discharge. Notwithstanding any other provision of the Plan or this Confirmation Order, the Debtors shall not receive a discharge pursuant to 11 U.S.C. § 1141(d)(3) of the Bankruptcy Code.

9. Settlement of Claims. As discussed in detail in the Disclosure Statement and Plan, and as otherwise provided herein, in consideration for the classification, Distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan. Subject to Article VII of the Plan, all Distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final. The entry of this Confirmation order constitutes this Court’s approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by this Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. The compromises, settlements, and releases described herein and in the Plan are nonseverable from each other and from all other terms of the Plan. In

accordance with and subject to the provisions of the Plan (including the consent rights thereunder), pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of this Court, after the Effective Date, (i) the Plan Administrator may compromise and settle any Claims against, and Interests in, the Debtors and their Estates; (ii) the Plan Administrator, subject to the Plan Administration Agreement, may compromise and settle Retained Causes of Action against other Persons or Entities.

10. Corporate Action. On and after the Effective Date, by virtue of entry of this Confirmation Order, all actions contemplated by the Plan (including any action to be undertaken by the Plan Administrator) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the Debtors, or any other Entity or Person. All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtors or their Estates.

11. Preservation of Causes of Action. Unless any Causes of Action are expressly waived, relinquished, released, compromised, or settled in the Plan or any final order entered by this Court including, without limitation, the Sale Order and this Confirmation Order, the Debtors expressly reserve all Causes of Action for later adjudication. On and after the Effective Date, the Plan Administrator shall be the representative of the Debtors' Estates with respect to the Retained Causes of Action and may abandon, pursue, litigate, or settle any Retained Causes of Action. No Entity may rely on the absence of a specific reference in the Plan or Disclosure Statement to any Cause of Action against them as any indication that the Plan Administrator will not pursue any and all available Causes of Action against them. No preclusion doctrine,

including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion (judicial, equitable, or otherwise), or laches, shall apply to the Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation of the Plan. Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator, as applicable, shall retain and shall have, including through their authorized agents or representatives, the right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Retained Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court, except as otherwise provided by the Plan. Notwithstanding anything contained herein to the contrary, the settlement of any Claims and Causes of Action which are expressly to be settled by Confirmation of this Plan itself shall be resolved only by Confirmation of the Plan and the occurrence of the Effective Date.

12. DIP Facility Claims. In accordance with Article II.C. of the Plan, the DIP Facility Claims are Allowed under the Plan and, to the extent not already satisfied in full as of the closing of the Sale Transaction, the Allowed DIP Facility Claims will be repaid and satisfied in full in Cash by the Disbursing Agent on the Effective Date or as soon thereafter as reasonably practicable in the discretion of the Plan Administrator.

13. Vesting of Assets in Post-Effective Date TreeSap. As set forth in Article V.A. of the Plan, on or before the Effective Date, each of the Debtors shall assign and transfer any and all of their respective remaining assets, including the Retained Causes of Action, to Post-Effective Date TreeSap. As of the Effective Date, all property of Post-Effective Date TreeSap

shall be free and clear of all Claims, encumbrances, Equity Interests, charges, and Liens except as otherwise provided or contemplated in the Plan or this Confirmation Order.

14. Plan Administrator and Plan Administration Agreement. The Court hereby authorizes and approves in all respects (i) the Plan Administration Agreement, substantially in the form filed in the Plan Supplement; and (ii) the appointment of David A. Zdunkewicz as the Plan Administrator, as set forth and disclosed in the Plan Supplement. The Court further authorizes and approves all transactions contemplated by the Plan Administration Agreement or the Plan to be undertaken by the Plan Administrator. Without limitation of the generality of the foregoing, the Plan Administrator is hereby authorized, without further approval of this Court or any other party and in accordance with the Plan, to execute the Plan Administration Agreement and deliver, file, and/or record any contracts, agreements, instruments, or other documents contemplated by the Plan or the Plan Administration Agreement (or necessary or desirable to effectuate the transactions contemplated thereby) and to take all other steps necessary to perform his obligations pursuant to the Plan Administration Agreement and consistent with the Plan. Once executed, the Plan Administration Agreement shall constitute legal, valid, and binding obligations of the parties thereto and shall be enforceable according to its terms.

15. Pursuant to Article V.G of the Plan, on the Effective Date and in accordance with the Plan and the Plan Administration Agreement, the Plan Administrator shall accept the Plan Administration Assets, which shall be free and clear of all Liens, Claims, and Interests except as otherwise provided in the Plan or this Confirmation Order.

16. Effectuating Documents; Further Transactions. On and after the Effective Date, the Plan Administrator is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such

actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan in the name of and on behalf of the Debtors and the Post-Effective Date Debtors, as applicable, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan and the Plan Administration Agreement.

17. Rejection of Executory Contracts and Unexpired Leases. The **rejection** of Executory Contracts and Unexpired Leases as set forth in Article VI.A. of the Plan is hereby authorized. Unless otherwise set forth in the Plan, rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are as of the Effective Date without the need for any further action or consents that may otherwise be required under applicable non-bankruptcy law, and this Confirmation Order shall constitute an order of the Court approving such rejections as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code.

18. Claims Based on Rejection of Executory Contracts or Unexpired Leases. As provided in Article VI.D. of the Plan, all Proofs of Claim with respect to Claims arising from the rejection of executory contracts or unexpired leases pursuant to Confirmation of the Plan, if any, must be filed with the Claims Agent **within thirty (30) days after the occurrence of the Effective Date**. Any Claim arising from the rejection of an executory contract or unexpired lease pursuant to Confirmation of the Plan that is not filed within such times will be subject to objection. All such Claims for which Proofs of Claim are timely and properly filed and ultimately Allowed will be treated as Class 4 General Unsecured Claims.

19. Insurance Policies. As set forth in Article V.L. of the Plan, Confirmation of the Plan shall not discharge, impair or otherwise modify any obligations of the Insurance Policies that were not assumed and assigned to the Purchaser pursuant to the Sale Order or the Sale

Transaction Documents, including the D&O Tail Coverage that may be purchased prior to or following the Effective Date by the Debtors or the Plan Administrator, as applicable.

20. Reservation of Rights. Nothing contained in the Plan shall constitute an admission by the Debtors that any executory contract or unexpired lease is in fact an executory contract or unexpired lease or that the Debtors, the Post-Effective Date Debtors, or Plan Administrator has any liability thereunder.

21. Distributions Under the Plan. On and after the Effective Date, the Distributions on account of Allowed Claims pursuant to Article VII of the Plan and the resolution and treatment of Disputed Claims pursuant to Article VIII of the Plan are authorized to occur and, without limitation on the other provisions of the Plan and this Confirmation Order concerning the powers, duties, and authority of the Debtors and Plan Administrator, and the Debtors and Plan Administrator shall be authorized to effectuate such Distributions, resolution, and treatment required by the Plan and Plan Administration Agreement. After the Effective Date, notwithstanding any other terms of the Plan, upon the making of the Distributions contemplated by the Plan and to the extent that the Plan Administrator determines in good faith that substantially all of the claims and expenses in the Post-Effective Date Budget and to be satisfied by the Wind-Down Amount are no longer outstanding or otherwise satisfied in full, the Plan Administrator shall remit any remaining unused portion of funds set aside for the Post-Effective Date Budget or the Wind-Down Amount as follows: (i) solely to the extent that any unused Cash pertains to the GUC Recovery Pool and is otherwise not subject to distribution in accordance with the terms of the Plan, such remaining Cash shall be donated to a non-profit charitable organization qualifying under Section 501(c)(3) of the I.R.C.; *provided that* such charity is to be selected by the Plan Administrator in his sole discretion; and (ii) with respect to the remainder of

the Wind-Down Amount other than the GUC Recovery Pool, all such other funds set aside for the Post-Effective Date Budget, funds in the Wind-Down Account and Professional Fee Escrow Account, and the Retained Cash shall be paid to the Prepetition Lenders.

22. Plan Releases. The releases contained in Article X.B. of the Plan are approved and incorporated herein in all respects.

23. Exculpation. The exculpation provision contained in Article X.C. of the Plan is approved and incorporated herein in all respects.

24. Injunction. The injunction contained in Article X.D. of the Plan is approved and incorporated herein in all respects.

25. Section 1146(a) Exemption. Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security under the Plan, or the execution, delivery, or recording of an instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan, including, without limitation, any transfers to or by the Debtors, if on the Effective Date, and the Plan Administrator, if after the Effective Date, of the Debtors' property in implementation of or as contemplated by the Plan shall not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee. Consistent with the foregoing, each taxing authority, recorder of deeds or similar official for any county, city or Governmental Unit or parish in which any instrument hereunder or related to the Plan or any transactions contemplated thereunder is to be recorded shall, pursuant to this Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

26. Release of Liens. Except as otherwise provided herein or in the Plan, the Sale Order, the Plan Administration Agreement, and/or relevant documents, agreements, and

instruments contained in the Plan Supplement, on the Effective Date and concurrently with the applicable Distributions made pursuant to the Plan and, in the case of an Other Secured Claim or a DIP Facility Claim, satisfaction in full of the portion of the Secured Claim or DIP Facility Claim, as applicable, that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released, without any further action of any party, including, but not limited to, further order of the Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code, and all of the right, title and interest of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to the Debtors and their successors and assigns. Following the Effective Date, the Plan Administrator may transfer and dispose of any such property, free of any restrictions imposed by the Bankruptcy Code or the Bankruptcy Rules and without further approval of the Court or notice to Creditors, except as may otherwise be required under the Plan or herein.

27. Administrative Claims Bar Date Provisions. Unless otherwise provided in the Bankruptcy Code or previously filed or as otherwise governed by a bar date order or in another order of the Court, requests for payment of Administrative Claims arising on or after the Petition Date, through and including the Effective Date, must be filed with the Court and served on the Debtors or Plan Administrator **no later than thirty (30) days after the Effective Date** (the “Administrative Claims Bar Date”). Holders of Administrative Claims that are required to file and serve a request for payment of such Administrative Claims and that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred from asserting such Administrative Claims against the Debtors, the Estates, the Post-Effective Date Debtors, or their respective property.

28. Cancellation of Notes, Instruments, Certificates, and Other Documents. On the Effective Date, except as otherwise provided herein or in the Plan or Sale Order, all agreements, notes, instruments, certificates, and other instruments or documents evidencing or creating any Claim or Interest shall be deemed cancelled and the obligations of the Debtors or Post-Effective Date Debtors shall be limited to those Distributions proposed under the Plan, if any, with respect to such Claim or Interest.

29. Professional Fee Claims. Any Professional Persons asserting a Professional Fee Claim must file their respective final applications for allowance of such Claim **no later than thirty (30) days after the Effective Date.** All such final applications for allowance of compensation and reimbursement of expenses will be subject to the authorization and approval of the Court.

30. Notices of Confirmation and Effective Date. The Debtors shall serve a notice of entry of this Confirmation Order and a notice of the Effective Date (where such notices may constitute a combined notice) in accordance with Bankruptcy Rules 2002 and 3020(c) on all creditors, equity holders, and parties having requested notice in the Chapter 11 Cases. Notwithstanding the above, no notice of Confirmation or Effective Date or service of any kind shall be required to be mailed or made upon any party to whom the Debtors mailed notice of the Combined Hearing, but received such notice returned marked “undeliverable as addressed,” “moved, left no forwarding address” or “forwarding order expired,” or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity’s new address. The above-referenced notices are adequate under the particular circumstances of the Chapter 11 Cases and no other or further notice is necessary.

31. Payment of Statutory Fees. On the Effective Date, and thereafter as may be and if and to the extent required, the Disbursing Agent shall pay all fees payable from the Wind-Down Account pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

32. Successors and Assigns. The rights, duties and obligations of any Person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such Person.

33. Plan Supplement. The documents contained in the Plan Supplement, and any amendments, modifications, and supplements thereto, and all documents and agreements introduced into evidence by the Debtors at the Combined Hearing (including all exhibits and attachments thereto and documents referred to therein), and the execution, delivery, and performance thereof by the Plan Administrator, are authorized and approved when they are finalized, executed, and delivered. Without further order or authorization of this Court, the Debtors, the Plan Administrator, and their respective successors are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with the Plan.

34. Binding Effect of Prior Orders and Agreements. Pursuant to section 1141 of the Bankruptcy Code, effective as of the Confirmation Date, but subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Confirmation Order, all prior orders entered in the Chapter 11 Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder, and all motions or requests for relief by the Debtors pending before the Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtors, the affected creditors, and the Plan Administrator. The failure to specifically reference any particular provision set forth in the Plan or Plan Administration Agreement in this

Confirmation Order shall not diminish or impair the efficacy of such provision, it being the intent of the Court that the Plan Administration Agreement, and the Plan and each and every provision, term and condition thereof be authorized and approved in their entirety.

35. Governmental Approvals Not Required. Except as otherwise specifically provided herein, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Disclosure Statement, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

36. Effectiveness of All Actions. All actions authorized to be taken pursuant to the Plan shall be effective on, prior to or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of the Court, or further action by the respective officers, directors, members, managers, or the Plan Administrator and with the effect that such actions had been taken by unanimous action of such officers, directors, members, managers, or employees.

37. Plan and Confirmation Order Mutually Dependent. This Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (c) nonseverable and mutually dependent.

38. Reversal. If any of the provisions of this Confirmation Order are hereafter reversed, modified, or vacated by a subsequent order of the Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under, or in connection with, the Plan prior to receipt of written notice of such

order by the Debtors, the Post-Effective Date Debtors, or the Plan Administrator. Notwithstanding any such reversal, modification, or vacatur of this Confirmation Order, any such act or obligations incurred undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, all documents relating to the Plan, and any amendments or modifications to any of the foregoing.

39. No Stay/Immediate Binding Effect. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, from and after the entry of this Confirmation Order and upon the occurrence of the Effective Date, the terms of the Plan, the documents contained in the Plan Supplement, and this Confirmation Order shall not be stayed and shall be immediately effective upon entry and enforceable and deemed binding upon the Debtors, the Plan Administrator, and any and all Holders of Claims and Interests, all entities that are parties to or subject to the settlements, compromises, releases, and injunctions described in the Plan or in this Confirmation Order, all state or local governments and governmental officials subject to the provisions of section 1146(a) of the Bankruptcy Code, any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors, and the respective heirs, executors, administrators, successors or assigns, if any, of any of the foregoing.

40. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

41. Recording. The Debtors, the Post-Effective Date Debtors, and the Plan Administrator are hereby authorized to deliver a notice or short form of this Confirmation Order, with the Plan attached, to any state or local recording officer, and such officer must accept for filing such documents or instruments without charging any stamp tax, recording tax, personal

property transfer tax, mortgage, or other similar tax. Such notice (a) shall have the effect of an order of this Court, (b) shall constitute sufficient notice of the entry of this Confirmation Order to such filing and recording officers, and (c) shall be a reasonable instrument notwithstanding any contrary provision of non-bankruptcy law. This Court specifically retains jurisdiction to enforce the foregoing direction, by contempt or otherwise.

42. Plan and Confirmation Order Govern. Without intending to modify any prior order of this Court (or any agreement, instrument, or document addressed by any prior order), in the event of an inconsistency between the Plan, on the one hand, and any other agreement, instrument, or document intended to implement the provisions of the Plan, on the other, the provisions of the Plan shall govern (except for the Sale Order or unless otherwise expressly provided for in such agreement, instrument, or document); *provided, further*, that, for the avoidance of doubt, in the event of any inconsistency between the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall govern.

43. HCR Moorpark Investors LLC. The terms of the global settlement set forth in the *Debtors' Emergency Motion for Entry of an Order (I) Approving the Settlement Between (A) the Debtors, (B) the Official Committee of Unsecured Creditors, (C) HCR Moorpark Investors, LLC, and (D) Capital Farm Credit ACA; and (II) Granting Related Relief* [Docket No. 367] (the "Settlement Motion"),⁴ the Settlement Agreement attached to the Proposed Order as Exhibit 1, and the entered order approving the Settlement (collectively, the "Settlement"), including, without limitations, the releases and allowance of claims provided therein, are incorporated herein for all purposes. For the avoidance of doubt, and notwithstanding anything to the contrary in the Plan, the Plan Supplement, any Plan Documents, or the Order approving the Plan, any and

⁴ Capitalized terms used in this paragraph 43 and not otherwise defined having the meaning set forth in the Settlement Motion.

all Claims, Causes of Action, rights, or interests of the Debtors and the Debtors' bankruptcy estates against HCR (including its directors, officers, equity holders, principles, owners, predecessors and successors in interest, members, employees, agents, and advisors), including, without limitation, any Claim or Cause of Action arising under or pursuant to section 105, chapter 5, or section 724(a) of the Bankruptcy Code, shall be released, waived, barred, and enjoined and no such claims shall constitute Retained Causes of Action under the Plan. Further, as set forth in the Settlement (i) HCR shall have an Allowed General Unsecured Claim in the amount of \$12,600,000 which shall be treated and paid in accordance with the terms of the Settlement and HCR shall have no other Claims against the Debtors or their estates and shall not be entitled to any distributions from the Debtors or their estates other than as set forth in the Settlement; and (ii) the Prepetition Lenders shall have an Allowed Prepetition Lender Deficiency Claim in an amount not less than \$119.7 million. In light of and pursuant to the Settlement, the Prepetition Lender Deficiency Claim is waived with respect to recoveries from the Settlement Amount. To the extent of any conflict between the terms of the Settlement and this Order or the Plan (including the Plan Supplement, any Plan Documents, or any other document incorporated into the Plan), the terms of the Settlement shall govern and control. For the avoidance of doubt, nothing herein, in the Plan, or in any of the Plan Documents shall waive, transfer, release, or otherwise impair any claims of HCR against any non-debtor entity or person arising under or related to that Forbearance Agreement and Release, dated September 29, 2017, by and between HCR, on the one hand, and Debtors TSV Opco, LLC and TSV Reco, LLC, on the other hand, so long as such claim does not constitute an estate claim or cause of action.

44. Texas Comptroller of Public Accounts. Notwithstanding anything else to the contrary in the Plan or this Confirmation Order, the Texas Comptroller of Public Accounts (the

“Texas Comptroller”) reserves the following rights: (1) any statutory or common law setoff rights in accordance with 11 U.S.C. § 553; (2) any rights to pursue any non-debtor third parties for tax debts or claims; (3) the payment of interest on the Texas Comptroller’s allowed administrative expense tax claims, if any; and (4) subject to any applicable limitation in the Bankruptcy Code, to the extent that interest is payable with respect to any allowed administrative expense, priority, or secured tax claim of the Texas Comptroller, payment of the statutory rate of interest pursuant to Texas Tax Code § 111.060. The Debtors’, the Post-Effective Date Debtors’ and Texas Comptroller’s rights and defenses under Texas state law and the Bankruptcy Code with respect to the foregoing are fully preserved. Nothing contained in the Plan or this Confirmation Order will be deemed to be a waiver or relinquishment of, or otherwise affect, any rights, claims, causes of action, rights of setoff or recoupment, rights to appeal tax assessments, or other legal or equitable defenses that any Debtor, Post-Effective Date Debtor, or non-Debtor third party has under non-bankruptcy law in connection with any claim, liability or cause of action of the Texas Comptroller.

45. Final Order. This Confirmation Order is a final order, and the period in which an appeal must be filed shall commence immediately upon the entry hereof.

46. Retention of Jurisdiction. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, the Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including, without limitation, those matters set forth in Article XI of the Plan.

Signed: July 08, 2025



Alfredo R Pérez
United States Bankruptcy Judge

EXHIBIT A

Plan

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

In re:	§	
	§	Chapter 11
TREESAP FARMS, LLC, <i>et al.</i> ,	§	
	§	Case No. 25-90017 (ARP)
Debtors. ¹	§	
	§	(Jointly Administered)
	§	
	§	

**JOINT PLAN OF LIQUIDATION OF
TREESAP FARMS, LLC AND ITS AFFILIATED DEBTORS
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Counsel for Debtors and Debtors in Possession

Dated: May 28, 2025
Houston, Texas

¹ The Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: TreeSap Farms, LLC (5183); TSH Opco, LLC (4697); TSV Opco, LLC (5418); TSV Reco, LLC (4953); and TreeSap Florida, LLC (5331). The location of the Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is TreeSap Farms, LLC, 5151 Mitchelldale St., Suite B-2, Houston, TX 77292-5279.

TABLE OF CONTENTS

	Page
ARTICLE I. RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS	1
A. Rules of Interpretation; Computation of Time.....	1
B. Defined Terms	2
ARTICLE II. ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, AND DIP FACILITY CLAIMS	13
A. Administrative Claims	13
1. General Administrative Claims.....	13
2. Professional Fee Claims.....	14
3. Statutory Fees.....	14
B. Priority Tax Claims.....	15
C. DIP Facility Claims.....	15
ARTICLE III. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS	15
A. Summary	15
B. Classification and Treatment of Claims.....	16
1. Class 1 — Other Priority Claims	16
2. Class 2 — Other Secured Claims.....	16
3. Class 3 — Prepetition Lenders Secured Claims	17
4. Class 4 — General Unsecured Claims.....	18
5. Class 5 — Intercompany Claims	18
6. Class 6 — Intercompany Interests	18
7. Class 7 — Equity Interests.....	18
C. Elimination of Vacant Classes	19
ARTICLE IV. ACCEPTANCE OR REJECTION OF THIS PLAN	19
A. Acceptance or Rejection of this Plan	19
1. Presumed Acceptance of Plan.....	19
2. Voting Classes	19
3. Deemed Rejection of this Plan.....	19
B. Nonconsensual Confirmation.....	19
C. Subordinated Claims	20
ARTICLE V. MEANS FOR IMPLEMENTATION OF THIS PLAN.....	20
A. Transactions Effective as of the Effective Date.....	20
B. General Settlement of Claims and Interests.....	21
C. Intercreditor Agreement.....	21

D.	Administrative Consolidation for Voting and Distribution Purposes Only	21
E.	Uses of Cash	22
F.	Plan Administrator	22
1.	Appointment	22
2.	Powers and Authority	22
3.	Indemnification	24
G.	The Plan Administration Assets.....	24
H.	Cancellation of Existing Securities and Agreements.....	24
I.	Corporate Action.....	25
J.	Exemption From Transfer Taxes	25
K.	Directors, Managers, and Officers of the Debtors	25
L.	Insurance Policies	26
M.	Cooperation Between Plan Administrator and Purchaser.....	26
ARTICLE VI. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES		27
A.	Rejection of Executory Contracts and Unexpired Leases.....	27
B.	Debtors' Preexisting Obligations Under Executory Contracts and Unexpired Leases.....	27
C.	Assumption of the D&O Policies	27
D.	Rejection Damages Claims	28
ARTICLE VII. PROVISIONS GOVERNING DISTRIBUTIONS		28
A.	Timing and Calculation of Amounts to Be Distributed; Entitlement to Distributions.....	28
1.	Timing and Calculation of Amounts to Be Distributed and Date of Distributions.....	28
2.	Entitlement to Distributions.....	28
B.	Disbursing Agent	29
C.	Distributions on Account of Disputed Claims Allowed After the Effective Date	29
D.	Delivery of Distributions and Undeliverable or Unclaimed Distributions	29
1.	Delivery of Distributions in General.....	29
2.	Undeliverable Distributions and Unclaimed Property	29
3.	Record Date for Distributions	30
4.	Fractional Distributions	30
5.	De Minimis Distributions	30
E.	Compliance with Tax Requirement; Allocations.....	30
F.	Surrender of Cancelled Instruments or Securities	31
G.	Claims Paid or Payable by Third Parties	31
1.	Claims Paid by Third Parties	31
2.	Claims Payable to Third Parties.....	31
3.	Applicability of Insurance Policies	31
H.	Allocation of Plan Distributions between Principal and Interest.....	31

ARTICLE VIII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS	32
A. Allowance and Disallowance of Claims	32
B. Prosecution of Objections to Claims.....	32
C. Estimation of Claims.....	32
D. Distributions After Allowance.....	33
E. Disallowance of Certain Claims	33
ARTICLE IX. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THIS PLAN	33
A. Conditions Precedent to Confirmation.....	33
B. Conditions Precedent to the Effective Date	34
C. Waiver of Conditions.....	35
D. Effect of Non-Occurrence of Conditions to Confirmation or Consummation	35
E. Substantial Consummation	35
ARTICLE X. RELEASE, EXCULPATION, INJUNCTION AND RELATED PROVISIONS	35
A. General.....	35
B. Debtor Release	36
C. Exculpation	37
D. Permanent Injunction	37
E. Setoffs	38
F. Preservation of All Causes of Action Not Expressly Settled or Released.....	38
G. Integral Part of Plan	39
ARTICLE XI. RETENTION OF JURISDICTION	39
ARTICLE XII. MISCELLANEOUS PROVISIONS	41
A. Reservation of Rights.....	41
B. No Government Releases.....	41
C. Payment of Statutory Fees	41
D. Statutory Committee	42
E. Modification of Plan	42
F. Revocation or Withdrawal of Plan.....	42
G. Successors and Assigns.....	42
H. Further Assurances.....	43
I. Severability	43
J. Votes Solicited in Good Faith.....	43
K. Service of Documents	43
L. Governing Law	44
M. Pre-Effective Date Tax Reporting and Compliance	44
N. Schedules	44

O.	Conflicts	44
P.	Entire Agreement	45
Q.	2002 Notice Parties	45

**JOINT PLAN OF LIQUIDATION OF
TREESAP FARMS, LLC AND ITS AFFILIATED DEBTORS
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

TreeSap Farms, LLC and certain of its subsidiaries, as debtors and debtors in possession (each, a “Debtor” and, collectively, the “Debtors”), jointly propose the following chapter 11 plan of liquidation (as may be amended, modified or supplemented from time to time in accordance with the terms hereof, this “Plan”) for the resolution of the outstanding Claims (as defined below) against and Interests (as defined below) in each of the Debtors. This Plan is a liquidating plan. Pursuant to the Sale Order (defined below) entered by the Bankruptcy Court on May 12, 2025 [Docket No. 282] and the terms of the Asset Purchase Agreement (defined below) attached to the Sale Order as Exhibit A, the Debtors sold substantially all of their assets to the Purchaser (defined below) as of May 23, 2025 [see Docket No. 314]. The Plan provides for the distribution of any proceeds from such sale, as well as the distribution of other cash, the appointment of a plan administrator to, among other things, make distributions in accordance with the terms of this Plan, wind up the Debtors’ estates, and administer and liquidate certain property of the Debtors, including the Retained Causes of Action. The Plan further provides for the substantive consolidation of all of the Debtors solely for the purposes of voting, making distributions on Claims, determining which Class or Classes have accepted the Plan, confirming the Plan, and the resulting treatment of all Claims and Interests and Plan Distributions.

The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtors’ history, business, results of operations, and historical financial information, and for a summary and analysis of this Plan, the treatment of Claims provided for herein and certain related matters. There also are other agreements and documents, which will be filed with the Bankruptcy Court (as defined below), that are referenced in this Plan or the Disclosure Statement as Exhibits and Plan Schedules (each as defined below). All such Exhibits and Plan Schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019 and the terms and conditions set forth in this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.

ARTICLE I.

RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS

A. Rules of Interpretation; Computation of Time

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, will include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender will include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced item will be substantially in that form or substantially on those terms and conditions; (c) except as otherwise provided herein, any reference herein to a contract, lease, instrument, release, or other agreement or document will mean as it may be amended, modified or supplemented from time to time; (d) any reference to an Entity as a Holder of a Claim or an Interest includes that Entity's successors and assigns; (e) unless otherwise specified, all references herein to "Articles," "Sections," "Exhibits" and "Plan Schedules" are references to Articles, Sections, Exhibits and Plan Schedules hereof or hereto; (f) unless otherwise stated, the words "herein," "hereof," "hereunder" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, indenture, or other agreement or document entered into in connection with this Plan and except as expressly provided herein, the rights and obligations arising pursuant to this Plan will be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (i) the rules of construction set forth in section 102 of the Bankruptcy Code will apply to this Plan; (j) references to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein will, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection; (k) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules will have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (l) references to "shareholders," "directors," and/or "officers" will also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; and (m) all references to statutes, regulations, orders, rules of courts, and the like will mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) will apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan will occur on a day that is not a Business Day (as defined below), then such transaction will instead occur on the next succeeding Business Day.

B. *Defined Terms*

Unless the context otherwise requires, the following terms will have the following meanings when used in capitalized form herein:

“Administrative Claim” means any Claim for costs and expenses of administration during the Chapter 11 Cases pursuant to sections 328, 330, 363, 364(c)(1), 365, 503(b) or 507(a)(2), and 507(b) of the Bankruptcy Code other than the DIP Facility Claims and Professional Fee Claims, including, without limitation: (a) any actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Claims pursuant to section 503(b)(9) of the Bankruptcy Code; and (c) all fees and charges assessed against the Estates pursuant to section 1911 through 1930 of chapter 123 of title 28 of the United States Code.

“Administrative Claims Bar Date” means the Business Day that is thirty (30) days after the Effective Date which shall be the deadline to file Administrative Claims.

“Administrative Claims Objection Deadline” means the Business Day that is twenty-one (21) days after the applicable Administrative Claim is timely filed; *provided* that the Administrative Claims Objection Deadline may be extended pursuant to an order of the Bankruptcy Court or agreement between the Plan Administrator and the respective Holder of the claim.

“Affiliate” has the meaning set forth in section 101(2) of the Bankruptcy Code.

“Allowed” means, with respect to a Claim or Interest: (i) any Claim or Interest as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before the applicable time period fixed by applicable non-bankruptcy law or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or as to which any objection has been determined by a Final Order, to the extent such objection is determined in favor of the respective Holder; (ii) any Claim or Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court; or (iii) any Claim or Interest expressly deemed Allowed by this Plan. A Claim or Interest that is Allowed shall include a Claim or Interest that is Disputed to the extent such Claim or Interest becomes Allowed after the Effective Date. A Claim that is Allowed shall not, for purposes of Distributions under this Plan, include interest on such Claim accruing from or after the Petition Date. Any Claim that relates to obligations that were assumed by the Purchaser pursuant to the Asset Purchase Agreement shall not be an Allowed Claim against the Debtors for purposes of this Plan and shall not be entitled to any distribution on account of such Claim.

“Asset Purchase Agreement” means the asset purchase agreement by and between the Debtors and the Purchaser, attached to the Sale Order as Exhibit A.

“Assumed Trade Payable Claims” means any prepetition or postpetition Claim through the Closing Date held by a claimant that provided goods and services related to the operation of the Debtors’ business; *provided, that*, such Assumed Trade Payables Claims shall not include any Farm Credit Payables (as defined in the Asset Purchase Agreement).

“*Avoidance Action*” means any avoidance, recovery, subordination claims or causes of action commenced, or that may be commenced, before or after the Effective Date pursuant to sections 544, 545, 547, 548, 549, 550, or 551 of the Bankruptcy Code or under applicable law.

“*Ballot*” means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process, and which must be actually received by the Balloting Agent on or before the Voting Deadline.

“*Balloting Agent*” means Donlin Recano & Company, LLC in its capacity as notice and balloting agent for the Debtors.

“*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, as amended from time to time, as applicable to the Chapter 11 Cases.

“*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of Texas and, to the extent of any reference made under section 157 of title 28 of the United States Code, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

“*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

“*Bidding Procedures Order*” means the *Order (I) Approving Bidding Procedures; (II) Authorizing the Debtors to Select Stalking Horse Bidder(s) and Approving Bidding Protections for Such Stalking Horse Bidder(s); (III) Scheduling an Auction and a Sale Hearing; (IV) Approving the Form and Manner of Notice Thereof; (V) Approving Assumption and Assignment Procedures for Executory Contracts and Unexpired Leases; and (VI) Granting Related Relief* entered by the Bankruptcy Court on March 19, 2025 [Docket No. 122].

“*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

“*Cash*” means the legal tender of the United States of America or the equivalent thereof.

“*Cash Collateral*” has the meaning set forth in the DIP Order.

“*Causes of Action*” means any action, Claim, Avoidance Action, cause of action, controversy, demand, right, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, Disputed or undisputed, Secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law; *provided* that Causes of Action shall not include any causes of action transferred, sold, or released pursuant to the Sale Order (including, without limitation, Avoidance Actions).

“*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered and procedurally consolidated chapter 11 cases pending for all of the Debtors in the Bankruptcy Court.

“*Claim*” has the meaning set forth in section 101(5) of the Bankruptcy Code, against the Debtors or the Estates, whether or not asserted or Allowed.

“*Claims and Noticing Agent*” means Donlin Recano & Company, LLC, the claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases.

“*Claims Bar Date*” means (i) May 27, 2025 at 5:00 p.m. (prevailing Central Time), which is the general deadline for filing Proofs of Claim for any Claims against the Debtors that arose prior to the Petition Date (other than Claims held by Governmental Units); and (ii) August 25, 2025, which is the deadline for Governmental Units to file Proofs of Claim against the Debtors, in each case as set pursuant to the Claims Bar Date Order.

“*Claims Bar Date Order*” means the *Order (I) Establishing (A) Bar Dates, and (B) Related Procedures for Filing Proofs of Claim; (II) Approving the Form and Manner of Notice Thereof; and (III) Granting Related Relief* entered by the Bankruptcy Court on April 8, 2025 [Docket No. 182].

“*Claims Objection Deadline*” means the date that is ninety (90) days after the Effective Date, which date may be extended pursuant to an order of the Bankruptcy Court upon a motion filed by the Plan Administrator.

“*Claims Register*” means the official register of Claims maintained by the Claims and Noticing Agent.

“*Class*” means a category of Holders of Claims or Interests as set forth in Article III hereof pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code.

“*Closing Date*” has the meaning set forth in the Asset Purchase Agreement.

“*Committee*” means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases pursuant to that certain *Notice of Appointment of Official Committee of Unsecured Creditors* filed by the U.S. Trustee on March 12, 2025 [Docket No. 82].

“*Committee Professionals*” means (i) McDermott Will & Emery LLP and (ii) Province, LLC.

“*Confirmation*” means the entry of the Confirmation Order confirming the Plan, subject to all conditions specified in Article IX.A hereof having been: (a) satisfied; or (b) waived pursuant to Article IX.C hereof.

“*Confirmation Date*” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

“*Confirmation Hearing*” means the hearing to be held by the Bankruptcy Court regarding Confirmation of this Plan.

“*Confirmation Order*” means the final, non-appealable order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, as such order may be amended, supplemented, or modified from time to time.

“*Consummation*” means the occurrence of the Effective Date of this Plan.

“*CRO*” means Bret Jacobs of The Keystone Group serving as the Debtors’ Chief Restructuring Officer.

“*D&O Insurance Coverage*” means coverage for insureds under any applicable D&O Policies.

“*D&O Policies*” means all insurance policies (including policies providing D&O Insurance Coverage and D&O Tail Coverage (such policies, “*D&O Tail Policies*”)) and related agreements of indemnity for directors’, members’, trustees’ and officers’ liability issued or providing coverage at any time to any of the Debtors or their Representatives and all agreements, documents or instruments relating thereto, for any policy period whatsoever.

“*D&O Tail Coverage*” means the extension of the D&O Insurance Coverage, that may be purchased either prior to or following the Effective Date, for any period beyond the end of the applicable policy period, including but not limited to any extension for a period of six (6) years after the Effective Date for claims based on conduct occurring prior to the Effective Date.

“*Debtor Release*” has the meaning set forth in Article X.B herein.

“*DIP Credit Agreement*” has the meaning set forth in the DIP Order.

“*DIP Facility Claim*” means any Claim held by any DIP Secured Party derived from or based upon the DIP Credit Agreement or the DIP Order, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, indemnification, and other charges arising under or related to the DIP Credit Agreement.

“*DIP Lender*” has the meaning set forth in the DIP Order.

“*DIP Loan Documents*” has the meaning set forth in the DIP Order.

“*DIP Motion*” means the *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Senior Secured Priming Liens and Superpriority Administrative Expense Claims; (III) Granting Adequate Protection to Prepetition Lenders; (IV) Modifying the Automatic Stay; (V) Scheduling Final Hearing; and (VI) Granting Related Relief* [Docket No. 16].

“*DIP Order*” means the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Senior Secured Priming Liens; (III) Granting Adequate Protection to the Prepetition Lenders; (IV) Modifying the Automatic Stay;*

and (V) *Granting Related Relief* entered by the Bankruptcy Court on March 26, 2025 [Docket No. 150].

“*Disallowed*” means, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtors which: (i) has been disallowed, in whole or part, by a Final Order; (ii) has been withdrawn by agreement of the Holder thereof and the Debtors or Plan Administrator in whole or in part; (iii) has been withdrawn, in whole or in part, by the Holder thereof; (iv) if listed in the Schedules as zero or as Disputed, contingent or unliquidated and in respect of which a Proof of Claim or a proof of Interest, as applicable, has not been timely filed or deemed timely filed pursuant to this Plan, the Bankruptcy Code or any Final Order or other applicable law; (v) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination or estimation results in a reduction in the filed amount of any proof of Claim or proof of Interest; and (vi) is not listed in the Schedules and as to which no Proof of Claim or request for payment of an Administrative Expense Claim has been timely filed or deemed timely filed with the Bankruptcy Court. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination or estimation.

“*Disbursing Agent*” means the Person chosen by the Debtors or the Plan Administrator to make or facilitate Distributions pursuant to this Plan. The Plan Administrator may serve as the Disbursing Agent.

“*Disclosure Statement*” means the *Disclosure Statement for the Joint Plan of Liquidation for TreeSap Farms, LLC and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code*, dated May 9, 2025, as the same may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto.

“*Disclosure Statement Order*” means the order of the Bankruptcy Court approving the Disclosure Statement and the procedures for soliciting and tabulating votes on the Plan.

“*Disputed*” means, with respect to any Claim or Interest, a Claim or Interest to which the Debtors or any other party in interest has filed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules or that is otherwise disputed by the Debtors in accordance with applicable law.

“*Distribution*” means a distribution made or facilitated by the Disbursing Agent pursuant to this Plan.

“*Distribution Date*” means a date or dates, including the Initial Distribution Date, on which the Disbursing Agent makes a Distribution to Holders of Allowed Claims.

“*Distribution Record Date*” means the record date for purposes of determining which Holders of Allowed Claims are eligible to receive Distributions under this Plan, which date shall be two (2) Business Days prior to the Effective Date.

“*Effective Date*” means the first Business Day on which all of the conditions specified in Article IX.B hereof have been satisfied or waived pursuant to Article IX.C hereof.

“*Entity*” means an entity as defined in section 101(15) of the Bankruptcy Code.

“*Estate*” means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor’s Chapter 11 Case.

“*Exculpated Parties*” means collectively: (a) the Debtors; (b) the Independent Director; and (c) the Committee and each of the members of the Committee.

“*Exculpation*” means the exculpation provision set forth in Article X.C hereof.

“*Executory Contract*” means a contract or lease to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

“*Exhibit*” means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time).

“*Equity Interests*” means, collectively, (a) any equity or ownership interest (including any such interest in a partnership, limited liability company, or other Entity) in any Debtor, and (b) any other rights or agreements, including arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor, other than Intercompany Interests.

“*Final Order*” means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired; *provided, however*, that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion pursuant to section 502(j) or 1144 of the Bankruptcy Code or under Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 has been or may be filed with respect to such order or judgment.

“*General Unsecured Claim*” means any Unsecured Claim against any of the Debtors that is not: (a) paid in full prior to the Effective Date pursuant to an order of the Bankruptcy Court; (b) an Administrative Claim; (c) a Priority Tax Claim; (d) an Other Secured Claim; (e) an Other Priority Claim; (f) a Professional Fee Claim; (g) a Prepetition Lender’s Secured Claim; (h) an Intercompany Claim; or (i) an Assumed Trade Payable Claim paid pursuant to the Asset Purchase Agreement.

“*Governmental Unit*” has the meaning set forth in section 101(27) of the Bankruptcy Code.

“GUC Recovery Pool Escrow Account” means a segregated interest-bearing account to be established by the Debtors into which the GUC Recovery Pool shall be deposited on or prior to the Effective Date.

“GUC Recovery Pool” means Cash equal to \$100,000, which Cash shall be held, subject to Article VIII hereof, in the GUC Recovery Pool Escrow Account, and shall solely be available to fund recoveries to Holders of General Unsecured Claims. The GUC Recovery Pool shall not include or contemplate amounts paid on account of Assumed Trade Payable Claims pursuant to the Asset Purchase Agreement.

“Holder” means any Person or Entity that is the owner of record of a Claim or an Interest, as applicable.

“Impaired” means, with respect to a Claim or Interest, or Class of Claims or Interests, a Claim or Class that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

“Independent Director” means John T. Young, Jr. of Neinda Advisors, LLC.

“Initial Distribution” means the first Distribution that the Disbursing Agent makes to Holders of Allowed Claims.

“Initial Distribution Date” means the date selected by the Debtors on or as soon as reasonably practicable after the Effective Date on which the Initial Distribution occurs.

“Insurance Policies” means all insurance policies and related agreements issued or providing coverage at any time to any of the Debtors or any of their predecessors and all agreements, documents, or instruments relating thereto, including any D&O Policies.

“Insurer” means any non-Debtor company or other Entity that issued or entered into an Insurance Policy (including any third party administrator) and any respective predecessors and/or affiliates thereof.

“Intercompany Claim” means a Claim against any Debtor by an Affiliate of such Debtor, which Affiliate may be another Debtor.

“Intercompany Interest” means, collectively, any equity or ownership interest (including any such interest in a partnership, limited liability company, or other Entity) held by one Debtor in any other Debtor.

“Intercreditor Agreement” means that certain Intercreditor and Subordination Agreement, dated as of September 29, 2017, between the Prepetition Lenders and HCR Moorpark, as described further in the DIP Motion.

“Interests” means, collectively, Equity Interests and Intercompany Interests.

“Lien” has the meaning set forth in section 101(37) of the Bankruptcy Code.

“Other Priority Claim” means any Claim against any of the Debtors entitled to priority in payment as specified in section 507(a)(4), (5), (6), (7) or (9) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

“Other Secured Claim” means any Secured Claim against any of the Debtors other than a DIP Facility Claim. Any Claim of HCR’s (as defined in the DIP Order) shall be a Class 4 General Unsecured Claim, as described further in the Disclosure Statement.

“Person” means a person as defined in section 101(41) of the Bankruptcy Code.

“Petition Date” means February 24, 2025.

“Plan Administration Agreement” means the agreement to be entered into by and among the Debtors and the Plan Administrator with respect to the Plan Administration Process, which shall be included in the Plan Supplement.

“Plan Administration Assets” has the meaning set forth in Article V.G of this Plan.

“Plan Administration Expenses” means all reasonable and documented fees, expenses (including any undisputed expenses incurred by professionals retained by the Plan Administrator), and costs incurred by the Plan Administrator in connection with carrying out the obligations under the Plan Administration Agreement in accordance with the Post-Effective Date Budget, which shall be funded as part of the Wind-Down Amount in accordance with the terms of this Plan.

“Plan Administration Indemnified Parties” has the meaning set forth in Article V.F.3 of this Plan.

“Plan Administration Process” means the process for resolving and paying Claims described in Article VIII of this Plan.

“Plan Administrator” means an individual selected by the Debtors, in consultation with counsel to the DIP Lender and Prepetition Lenders, and disclosed in the Plan Supplement.

“Plan Schedule” means a schedule annexed to this Plan or an appendix to the Disclosure Statement (as amended, modified or otherwise supplemented from time to time).

“Plan Supplement” means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, including, without limitation, the Exhibits and Plan Schedules, all of which are incorporated by reference into, and are an integral part of, this Plan, as all of the same may be amended, supplemented, or modified from time to time. The Exhibits and Plan Schedules (or substantially final forms thereof) will be filed with the Bankruptcy Court at least seven (7) days prior to the deadline to object to Confirmation.

“Post-Effective Date Budget” means the budget setting forth, among other things, the (a) estimated aggregate amounts of Administrative Claims, Other Priority Claims, Priority Tax Claims, and Other Secured Claims, to be paid under this Plan; and (b) Wind-Down Amount. The

Post-Effective Date Budget shall be funded from Retained Cash and shall be in a form mutually agreeable to the Debtors and the Prepetition Agent.

“Post-Effective Date Debtors” means the Debtors after the Effective Date.

“Post-Effective Date TreeSap” means TreeSap Farms, LLC after the Effective Date.

“Prepetition Agent” means Capital Farm Credit, ACA.

“Prepetition Lenders” means Capital Farm Credit, ACA, for itself and/or as agent/nominee for any party pursuant to a master agreement among it and its wholly-owned subsidiaries, Capital Farm Credit, FLCA and Capital Farm Credit, PCA, as their interests may appear.

“Prepetition Lenders Deficiency Claim” means all Claims of the Prepetition Lenders and the Prepetition Agent arising from, under or in connection with the Prepetition Loan Agreement and all documents related thereto that remain after payment of the Prepetition Lenders Secured Claims.

“Prepetition Lenders Secured Claim” means the Secured Claims of the Prepetition Lenders and the Prepetition Agent arising from, under or in connection with the Prepetition Loan Agreement and all documents related thereto.

“Prepetition Loan Agreement” has the meaning set forth in the DIP Order.

“Priority Tax Claim” means any Secured or Unsecured Claim of a Governmental Unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

“Pro Rata Share” means, with respect to any Distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class.

“Professional Fee Claim” means a Claim for professional services, including legal, financial, investment banking, advisory, accounting, and other services rendered or costs incurred by Professional Persons on or after the Petition Date through the Effective Date.

“Professional Fee Escrow Account” means a segregated interest-bearing account established by the Debtors into which the Professional Fee Escrow Amount shall be deposited on or prior to the Effective Date.

“Professional Fee Escrow Amount” means the aggregate unpaid amount of Professional Fee Claims incurred or estimated in good faith to be incurred in connection with the Chapter 11 Cases prior to and as of the Effective Date and held in the Professional Fee Escrow Account.

“Professional Persons” means any Person or Entity retained by order of the Bankruptcy Court in connection with the Chapter 11 Cases pursuant to sections 327, 328, 329, 330, 331, 503(b) or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

“*Proof of Claim*” means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

“*Purchaser*” means TYFCO, LLC and any successor thereto that carries on the business of the Debtors after the Effective Date.

“*Reinstate*,” “*Reinstated*,” or “*Reinstatement*” means with respect to Claims and Interests, that the Claim or Interest shall not be discharged hereunder and the holder’s legal, equitable, and contractual rights on account of such Claim or Interest shall remain unaltered by the Plan in accordance with section 1124(1) of the Bankruptcy Code.

“*Released Parties*” means collectively: (a) each Debtor and Post-Effective Date Debtor; (b) the Independent Director; (c) the CRO; (d) the DIP Lender; (e) the Prepetition Agent; (f) the Prepetition Lenders; (g) the Plan Administrator; (h) the Committee and its members; (i) the Professional Persons; and (j) with respect to each of the foregoing Persons and Entities in clauses (a) through (i), each Person’s or Entity’s Representatives.

“*Representatives*” means, with respect to an Entity or Person, such Entity’s or Person’s current and former (i) officers, (ii) directors, (iii) managers, (iv) principals, (v) members, (vi) employees, (vii) agents, (viii) advisory board members, (ix) financial advisors, (x) Affiliates, (xi) partners, (xii) attorneys, (xiii) accountants, (xiv) trustees, (xv) investment bankers, (xvi) consultants, (xvii) representatives, and (xviii) other professionals and advisors, each in their capacity as such.

“*Retained Cash*” means all of the Debtors’ Cash, including any sale proceeds following Consummation of the Sale Transaction, existing as of the Effective Date.

“*Retained Causes of Action*” means all Causes of Action owned by the Debtors’ Estates that are not released, waived, or transferred pursuant to this Plan or the Sale Order and listed on the Schedule of Retained Causes of Action.

“*Sale Order*” means that certain *Order (I) Approving the Asset Purchase Agreement Between the Debtors and the Purchaser, (II) Authorizing the Sale of the Acquired Assets Free and Clear of any Liens, Claims, Encumbrances, and Other Interests, (III) Authorizing the Assumption and Assignment of the Assumed Contracts, and (IV) Granting Related Relief* entered on May 12, 2025 [Docket No. 282], by the Bankruptcy Court.

“*Sale Transaction*” means the sale of substantially all of the Debtors’ assets to Purchaser pursuant to the Asset Purchase Agreement and the Sale Order.

“*Sale Transaction Documents*” means the Asset Purchase Agreement and related documents pursuant to which the Debtors will effectuate the Sale Transaction.

“*Schedule of Retained Causes of Action*” means the schedule of Retained Causes of Action included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

“*Schedules*” means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtors under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements have been or may be supplemented or amended from time to time.

“*Secured*” means, when referring to a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code; or (b) otherwise Allowed pursuant to this Plan as a Secured Claim.

“*Secured Claim*” means a Claim that is Secured.

“*Solicitation*” means the solicitation of votes on this Plan.

“*Solicitation Procedures*” means the procedures concerning Solicitation established pursuant to a motion of the Debtors for an order, *inter alia*, (a) approving the adequacy of the Disclosure Statement, (b) approving the Solicitation and voting procedures with respect to this Plan, (c) approving the forms of ballots and notices in connection with this Plan, (d) scheduling certain dates with respect to the Solicitation and approval of this Plan, and (e) granting related relief, to be filed by the Debtors.

“*Statutory Fees*” means all fees and charges assessed against the Estates under section 1930 of chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

“*TreeSap*” means Debtor TreeSap Farms, LLC.

“*U.S. Trustee*” means the Office of the United States Trustee for the Southern District of Texas.

“*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

“*Unimpaired*” means, with respect to a Claim, or Class of Claims, not “impaired” within the meaning of section 1123(a)(4) and 1124 of the Bankruptcy Code.

“*Unsecured Claim*” means any Claim that is not a Secured Claim.

“*Voting Class*” means Classes 3 and 4.

“*Voting Deadline*” means June 27, 2025, at 4:00 p.m. (Prevailing Central Time).

“*Voting Record Date*” means May 27, 2025.

“*Wind-Down*” means the process of winding down the Debtors’ businesses and Estates, objecting to and reconciling Claims, making distributions and winding down and dissolving the

Debtor-entities and all actions related to, necessary for, or otherwise appropriate to effectuate the foregoing.

“*Wind-Down Amount*” means Cash equal to an aggregate amount sufficient to fund the (i) Professional Fee Escrow Amount; (ii) GUC Recovery Pool; and (iii) Plan Administration Expenses.

“*Wind-Down Account*” means a segregated account to be established by the Debtors or Plan Administrator into which the Wind-Down Amount, *less* the Professional Fee Escrow Amount, shall be deposited on or prior to the Effective Date.

ARTICLE II.

ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, AND DIP FACILITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims, and DIP Facility Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III.

A. Administrative Claims

1. General Administrative Claims

Except (a) with respect to Administrative Claims that are Professional Fee Claims or Statutory Fees, or (b) to the extent that a Holder of an Allowed Administrative Claim and the Debtors agree to less favorable treatment for such Holder’s Allowed Administrative Claim, each Holder of an Allowed Administrative Claim shall be paid in full in Cash by the Disbursing Agent on or as soon as reasonably practicable after the latest of: (a) the Effective Date; (b) the date such Administrative Claim is Allowed; and (c) the date such Allowed Administrative Claim becomes due and payable. Any Allowed Administrative Expense Claim that has been expressly assumed by the Purchaser as an Assumed Trade Payable Claim under the Sale Transaction Documents shall receive no Distribution under the Plan on account of such Claim and shall be paid by the Purchaser in accordance with the Sale Transaction Documents.

Except as otherwise provided in this Plan and section 503(b)(1)(D) of the Bankruptcy Code, unless previously filed or paid, requests for payment of Administrative Claims must be filed and served on the Debtors or Plan Administrator no later than the Administrative Claims Bar Date; *provided*, that the foregoing shall not apply to the U.S. Trustee as a Holder of a Statutory Fee. Holders of Administrative Claims that are required to file and serve a request for payment of such Administrative Claims that do not file and serve such request by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors and their respective Estates. All such Claims shall be subject to the permanent injunction set forth in Article X.D hereof. Nothing in this Article II.A shall limit, alter, or impair the terms and conditions of the Claims Bar Date Order with respect to the Claims Bar Date for filing administrative expense claims arising under section 503(b)(9) of the Bankruptcy Code.

Objections to requests for payment of Administrative Claims must be filed and served on the Debtors or Plan Administrator, as applicable, and the requesting party by the Administrative Claims Objection Deadline.

2. Professional Fee Claims

All Professional Persons seeking an award by the Bankruptcy Court of Professional Fee Claims (a) shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is thirty (30) days after the Effective Date, and (b) shall be paid in full by the Disbursing Agent from the Professional Fee Escrow Account or Retained Cash in such amounts as are Allowed by the Bankruptcy Court on the date upon which the order relating to any such Allowed Professional Fee Claim is entered or (ii) upon such other terms as may be mutually agreed upon between the Holder of such an Allowed Professional Fee Claim and the Plan Administrator. As set forth in this Plan, any undisputed fees and expenses incurred post-Effective Date by professionals retained by the Plan Administrator shall be considered Plan Administration Expenses and paid in the ordinary course without the need for Bankruptcy Court approval.

On or prior to the Effective Date, the Debtors shall establish the Professional Fee Escrow Account and fund such account with Cash equal to the Professional Fee Escrow Amount. Funds held in the Professional Fee Escrow Account shall not be considered property of the Debtors' Estates or property of the Plan Administrator but the Post-Effective Date Debtors shall have a reversionary interest in any unused portion of the Professional Fee Escrow Account after all Allowed Professional Fee Claims have been irrevocably paid in full. On and after the Effective Date, the Professional Fee Escrow Account shall be held by the Plan Administrator on behalf of the Post-Effective Date Debtors for Professional Persons and for no other parties until all Allowed Professional Fee Claims have been paid in full. The Post-Effective Date Debtors' obligations with respect to Professional Fee Claims shall not be limited by nor deemed limited to the balance of funds held in the Professional Fee Escrow Account as of the Effective Date. No Liens, claims, or interests shall encumber the Professional Fee Escrow Account in any way, other than customary liens in favor of the depository bank at which the Professional Fee Escrow Account is maintained.

Objections to any final requests for payment of Professional Fee Claims must be filed no later than twenty-one (21) days from the date of the filing of such final requests for payment of Professional Fee Claims. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders.

3. Statutory Fees

All Statutory Fees due and payable prior to the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, the Disbursing Agent shall pay any and all such fees when due and payable from the Wind-Down Account in accordance with this Plan. Notwithstanding anything to the contrary herein, the U.S. Trustee shall not be required to File a Proof of Claim or any other request for payment of Statutory Fees.

B. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtors agree to less favorable treatment for such Holder's Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim will, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, either be (1) paid in full in Cash by the Disbursing Agent on or as soon as reasonably practicable after the latest of: (a) the Effective Date; (b) the date such Priority Tax Claim is Allowed; and (c) the date such Allowed Priority Tax Claim becomes due and payable in accordance with non-bankruptcy law or (2) paid in Cash by the Disbursing Agent in installment payments over a period of time not to exceed five (5) years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. Any Allowed Priority Tax Claim that has been expressly assumed by the Purchaser under the Sale Transaction Documents shall receive no Distribution under the Plan on account of such Claim, not be an obligation of the Debtors and shall be paid by the Purchaser in accordance with the Sale Transaction Documents.

C. DIP Facility Claims

The DIP Facility Claims shall be deemed Allowed under this Plan.

All Allowed DIP Facility Claims not otherwise already paid at closing of the Sale Transaction shall be paid in Cash by the Disbursing Agent on the Effective Date or as soon thereafter as reasonably practicable in the discretion of the Plan Administrator. Upon the foregoing satisfaction of all Allowed DIP Facility Claims, all Liens and security interests granted by the Debtors to secure the obligations under the DIP Facility shall be of no further force or effect. For the avoidance of doubt, the DIP Facility Claims shall not be subject to any avoidance, reduction, setoff, recoupment, recharacterization, subordination (equitable or contractual or otherwise), counter-claim, defense, disallowance, impairment, objection or any challenges under applicable law or regulation.

ARTICLE III.

**CLASSIFICATION AND TREATMENT
OF CLASSIFIED CLAIMS AND INTERESTS**

A. Summary

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Interests in the Debtors. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving Distributions, if any, pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date. If there are no Claims or Interests in a particular Class for a particular Debtor, then such Class of Claims or Interests shall not exist for all purposes of this Plan for that Debtor.

The Debtors shall be substantively consolidated solely for the purposes of voting, making Distributions on Claims, determining which Class or Classes have accepted the Plan, confirming the Plan, and the resulting treatment of all Claims and Interests and Plan Distributions.

Summary of Classification and Treatment of Claims

Class	Claim	Status	Voting Rights
1.	Other Priority Claims	Unimpaired	Presumed to Accept
2.	Other Secured Claims	Unimpaired	Presumed to Accept
3.	Prepetition Lenders Secured Claims	Impaired	Entitled to Vote
4.	General Unsecured Claims	Impaired	Entitled to Vote
5.	Intercompany Claims	Impaired	Deemed to Reject
6.	Intercompany Interests	Impaired	Deemed to Reject
7.	Equity Interests	Impaired	Deemed to Reject

B. Classification and Treatment of Claims

1. Class 1 — Other Priority Claims

- (a) *Classification:* Class 1 consists of all Other Priority Claims.
- (b) *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Priority Claim and the Plan Administrator agree to less favorable treatment, in full satisfaction and release of each Allowed Other Priority Claim, each Holder thereof shall receive payment in full in Cash by the Disbursing Agent.
- (c) *Voting:* Class 1 is Unimpaired under the Plan. Holders of Other Priority Claims are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

2. Class 2 — Other Secured Claims

- (a) *Classification:* Class 2 consists of all Other Secured Claims.
- (b) *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Secured Claim and the Plan Administrator agree to less favorable treatment, in full satisfaction and release of each Allowed Other Secured Claim, each Allowed Other Secured Claim shall, at the option of the Plan Administrator (i) be paid in full in Cash by the Disbursing Agent in an amount equal to the value of the collateral securing such Allowed Other Secured Claim,

(ii) receive the collateral securing its Allowed Other Secured Claim, or
(iii) receive any other treatment that would render such claim unimpaired.

- (c) *Voting:* Class 2 is Unimpaired under the Plan. Holders of Other Secured Claims are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

3. Class 3 — Prepetition Lenders Secured Claims

- (a) *Classification:* Class 3 consists of Prepetition Lenders Secured Claims.
- (b) *Treatment:* The Prepetition Lenders Secured Claim is deemed Allowed in the aggregate principal amount plus accrued and unpaid interest of not less than \$161,000,000 on account of the Prepetition Obligations (as defined in the DIP Order), plus fees, expenses (including advisors' and professionals' fees and expenses, in each case, that are chargeable or reimbursable under the applicable agreements), disbursements, charges, claims, indemnities, and other costs and obligations of whatever nature incurred in connection therewith which are chargeable or otherwise reimbursable under the applicable agreements or applicable law. Except to the extent that a Holder of an Allowed Prepetition Lenders Secured Claim agrees in writing to less favorable treatment, in exchange for the full and final satisfaction, settlement, release, and discharge of its Prepetition Lenders Secured Claim, the Prepetition Agent, on behalf of each Holder of an Allowed Prepetition Lenders Secured Claim, shall, on or as soon as reasonably practicable after the Effective Date and in the discretion of the Plan Administrator, receive from the Disbursing Agent the Retained Cash that remains after (i) full satisfaction of the Allowed DIP Facility Claims, and (ii) the amounts and Claims covered by the Post-Effective Date Budget are paid or an appropriate reserve is established in the discretion of the Plan Administrator. The Prepetition Agent shall then pay each Holder of an Allowed Prepetition Lenders Secured Claim their allocable share of the Retained Cash.

The Prepetition Lenders Deficiency Claim shall be in amount equal to the Allowed amount of the Prepetition Lenders Secured Claim less any payments received on account of the Prepetition Lenders Secured Claim, shall be treated as a Class 4 General Unsecured Claim, and shall be entitled to vote and receive distributions as the holder of a Class 4 General Unsecured Claim in accordance with the Plan.

- (c) *Voting:* Class 3 is Impaired under the Plan. Holders of Prepetition Lenders Secured Claims are entitled to vote on the Plan and shall receive Ballots.

4. Class 4 — General Unsecured Claims

- (a) *Classification:* Class 4 consists of all General Unsecured Claims, including without limitation, the Prepetition Lenders Deficiency Claim.
- (b) *Treatment:* On the Effective Date, each General Unsecured Claim shall be discharged and released, and each Holder of an Allowed General Unsecured Claim shall be entitled to receive from the Disbursing Agent its Pro Rata Share of (i) the GUC Recovery Pool, and (ii) proceeds (if any) realized from the Plan Administrator's pursuit of the Retained Causes of Action.
- (c) *Voting:* Class 4 is Impaired under the Plan. Holders of General Unsecured Claims are entitled to vote on the Plan and shall receive Ballots.

5. Class 5 — Intercompany Claims

- (a) *Classification:* Class 5 consists of all Intercompany Claims.
- (b) *Treatment:* On the Effective Date, each Intercompany Claim shall be cancelled, released and extinguished, and each holder of an Intercompany Claim shall not receive or retain any Distribution, property, or other value on account of its Intercompany Claim.
- (c) *Voting:* Class 5 is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan.

6. Class 6 — Intercompany Interests

- (a) *Classification:* Class 6 consists of all Intercompany Interests.
- (b) *Treatment:* On the Effective Date, each Intercompany Interest shall be cancelled, released and extinguished, and each holder of an Intercompany Interest shall not receive or retain any Distribution, property, or other value on account of its Intercompany Interest.
- (c) *Voting:* Class 6 is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan.

7. Class 7 — Equity Interests

- (a) *Classification:* Class 7 consists of all Equity Interests.
- (b) *Treatment:* On the Effective Date, all Equity Interests shall be cancelled, released and extinguished, and each holder of an Existing Equity Interest shall not receive or retain any Distribution, property, or other value on account of its Equity Interest.

- (c) *Voting:* Class 7 is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Exiting Equity Interests are not entitled to vote to accept or reject the Plan.

C. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, will be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THIS PLAN

A. Acceptance or Rejection of this Plan

1. Presumed Acceptance of Plan

Claims in Classes 1 and 2 are Unimpaired under this Plan and, therefore, Holders of such Claims are presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Classes 1 and 2 are not entitled to vote on this Plan and the votes of such Holders shall not be solicited.

2. Voting Classes

Claims in Classes 3 and 4 are Impaired under this Plan, and the Holders of Allowed Claims in Classes 3 and 4 are entitled to vote to accept or reject this Plan.

3. Deemed Rejection of this Plan

Claims and Interests in Classes 5, 6, and 7 are Impaired under this Plan and Holders of such Claims or Interests shall receive no Distributions under this Plan on account of their Claims or Interests (as applicable) and are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 5, 6, and 7 are not entitled to vote on this Plan and the votes of such Holders shall not be solicited.

B. Nonconsensual Confirmation

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

C. *Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Interests, and the respective Distributions (if any) and treatments under this Plan, shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Plan Administrator reserves the right to re-classify any Allowed Claim in accordance with any contractual, legal, or equitable subordination rights relating thereto.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THIS PLAN

A. *Transactions Effective as of the Effective Date*

The transactions contemplated by this Plan shall be approved and effective as of the Effective Date, without the need for any further state or local regulatory approvals or approvals by any non-Debtor parties, and without any requirement for further action by the Debtors, their officers or directors, or any other Person or Entity.

On or before the Effective Date, each of the Debtors shall assign and transfer any and all of their respective remaining assets, including the Retained Causes of Action, to Post-Effective Date TreeSap such that on the Effective Date:

- i. all such assets of the Debtors shall vest (or re-vest, as applicable) and be owned by Post-Effective Date TreeSap and shall be considered Plan Administration Assets;
- ii. all Claims and Causes of Action are considered to be held against Post-Effective Date TreeSap;
- iii. any right to object to any Claims or Causes of Action shall be the right of Post-Effective Date TreeSap and the Plan Administrator; and
- iv. all Retained Causes of Action shall be held by Post-Effective Date TreeSap and pursued by the Plan Administrator on behalf of Post-Effective Date TreeSap.

As of the Effective Date, all property of Post-Effective Date TreeSap shall be free and clear of all Claims, encumbrances, Equity Interests, charges, and Liens except as provided or contemplated in the Plan or as provided in the Confirmation Order.

On the Effective Date, all of the corporate organizational documents of the Debtors shall be deemed amended without further action by any party to (i) appoint the Plan Administrator and vest the Plan Administrator with all authority and power to oversee the Wind-Down of the affairs of the Debtors and Post-Effective Date Debtors; and (ii) eliminate any voting or other governance rights of any member or manager in the Debtors and Post-Effective Date Debtors, as applicable.

B. General Settlement of Claims and Interests

Unless otherwise set forth in the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, or otherwise resolved pursuant to the Plan. Such settlement and compromise shall not include or affect any Causes of Action listed in the Schedule of Retained Causes of Action.

The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, Causes of Action and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and is within the range of reasonableness. Subject to Article VII hereof, all Distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final.

C. Intercreditor Agreement

Except as expressly provided in the Plan, all rights, entitlements, and distributions shall be subject to the Intercreditor Agreement, the priorities and payment waterfalls of which shall be incorporated, preserved, and enforced by the Plan, the Debtors, the Plan Administrator and, as applicable, the Post-Effective Date Debtors, pursuant to section 510 of the Bankruptcy Code.

D. Administrative Consolidation for Voting and Distribution Purposes Only

The Plan is premised upon the substantive consolidation of the Debtors solely for the purposes of voting, determining which Class or Classes have accepted the Plan, confirming the Plan, the resulting treatment of all Claims and Interests and making Plan Distributions. Each Debtor shall continue to maintain its separate corporate existence for all purposes other than the treatment of Claims and Interests under the Plan. On the Effective Date, and except as otherwise expressly provided in the Plan, solely for voting, confirmation, and distribution purposes with respect to each Class of Claims or Interests: (a) all Claims in each respective Class shall be deemed merged or consolidated and treated as Claims against the Debtors on a consolidated basis; (b) each Claim in each respective Class will be deemed a single Claim against Post-Effective Date TreeSap; (c) any Claim in a given Class based on a guaranty by any Debtor of the obligations of any other Debtor shall be deemed eliminated and extinguished, so that any Claim against any Debtor and any guarantee thereof by any other Debtor, and any joint or several liability of any of the Debtors, shall be deemed to be one obligation of Post-Effective Date TreeSap; and (d) each Holder of any Allowed Claim or Interest in a given Class shall be entitled to a single recovery on account of such Claim or Interest, in accordance with the treatment provided under the Plan for such Class, regardless of whether such Holder filed Proofs

of Claim against multiple Debtors or has Claims against multiple Debtors based on the same or similar debt.

E. Uses of Cash

On or prior to the Effective Date, the Retained Cash shall be placed into accounts established and maintained by the Debtors, including, as applicable, the GUC Recovery Pool Escrow Account, the Professional Fee Escrow Account, and the Wind-Down Account. On the Effective Date, all Retained Cash, including the Wind-Down Account and the GUC Recovery Pool Escrow Account, but not the Professional Fee Escrow Account, shall vest in the Post-Effective Date TreeSap and its Estate pursuant to Article V.G of this Plan.

The Post-Effective Date Budget shall be funded from Retained Cash in order to ensure the payment in full of all Administrative Claims, Other Secured Claims, Other Priority Claims, Priority Tax Claims, the GUC Recovery Pool, the Wind-Down Amount, and Professional Fee Escrow Amount. The remaining amount of Retained Cash shall be paid to Holders of Allowed Prepetition Lenders Secured Claims in accordance with the treatment of Class 3 Claims set forth in Article III.B.3 above; *provided, however*, that in the event the Wind-Down Amount is insufficient to provide for full payment of the Plan Administration Expenses and Allowed Professional Fee Claims, the Plan Administrator shall use Retained Cash to fund the shortfall.

F. Plan Administrator

1. Appointment As part of the Wind-Down, the Debtors shall appoint the Plan Administrator to administer all aspects of this Plan other than those specific duties delegated hereunder.

2. Powers and Authority On and after the Effective Date, the Plan Administrator shall have the authority and right on behalf of each of the Debtors and Post-Effective Date Debtors, without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of this Plan including, without limitation, to:

- (a) control and effectuate the Claims reconciliation process, including the exclusive authority to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;
- (b) make Distributions to Holders of Allowed Claims in accordance with this Plan, including, without limitation, to establish sufficient reserves necessary to make distributions on account of Claims that may become Allowed after the Effective Date;
- (c) receive, manage, invest, supervise, abandon and protect any and all property of the Post-Effective Date Debtors, including the Plan Administration Assets, consistent with the terms of the Plan, and take all actions necessary to effectuate same;

- (d) exercise reasonable business judgment to direct and control the Wind-Down, liquidation, sale, or abandonment of the remaining assets of the Debtors;
- (e) analyze the Retained Causes of Action and decide whether to abandon, pursue, litigate, or settle such claims;
- (f) prosecute, as a representative of the Debtors' Estates, any Retained Cause of Action;
- (g) authorize payment in full of unpaid Allowed Professional Fee Claims;
- (h) retain and compensate, in the ordinary course and without the requirement of Bankruptcy Court approval, professionals to assist the Plan Administrator in performance of its duties under the Plan;
- (i) facilitate maintenance of the books and records and accounts of the Debtors and obtain any necessary insurance;
- (j) incur and pay all Plan Administration Expenses;
- (k) facilitate administration of the tax-related obligations of each Debtor or its Estate, including (i) filing tax returns and paying tax obligations, (ii) requesting, if necessary, an expedited determination of any unpaid tax liability of each Debtor or its Estate under Bankruptcy Code section 505(b) for all taxable periods of such Debtor ending after the Petition Date through the liquidation of such Debtor as determined under applicable tax laws, and (iii) representing the interest and account of each Debtor or its Estate before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;
- (l) prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Debtors that are required hereunder, by any Governmental Unit or applicable law;
- (m) merge or dissolve any Debtor and complete the winding up of such Debtor without the necessity for any other or further actions to be taken by or on behalf of such Debtor or its shareholders;
- (n) facilitate payment of Statutory Fees in accordance with Article II.A.3 of this Plan;
- (o) undertake all administrative functions in the Chapter 11 Cases for the Post-Effective Date Debtors pursuant to the terms of the Plan and Confirmation Order, including the closing of any Chapter 11 Cases of the Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules;

- (p) appear and be heard on behalf of the Post-Effective Date Debtors before any court, tribunal, agency, commission, or other body of any governmental entity;
- (q) perform other duties and functions that are consistent with the implementation of this Plan; and
- (r) exercise such other powers as may be vested in them pursuant to an order of the Bankruptcy Court or pursuant to the Plan, or as they reasonably deem to be necessary and proper to carry out the provisions of the Plan.

3. Indemnification The Debtors or Post-Effective Date Debtors, as applicable, shall indemnify and hold harmless, as a Plan Administration Expense, (i) the Plan Administrator in connection with carrying out the obligations under the Plan Administration Agreement, and (ii) such other Persons retained by the Plan Administrator (collectively, the “Plan Administration Indemnified Parties”), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to attorneys’ fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, other than acts or omissions resulting from such Plan Administration Indemnified Party’s willful misconduct or gross negligence, with respect to the Debtors or the implementation or administration of the Plan.

G. The Plan Administration Assets

On the Effective Date, the Plan Administrator shall sign the Plan Administration Agreement and accept (i) the Wind-Down Account, the Professional Fee Escrow Account, the GUC Recovery Pool Escrow Account (in each case including the Cash therein); (ii) the D&O Tail Coverage and any D&O Tail Policies (to the extent purchased prior to the Effective Date); and (iii) any and all of the Debtors’ respective assets remaining upon closing of the Sale Transaction, including the Retained Causes of Action, that will be transferred and assigned to Post-Effective Date TreeSap in accordance with Article V.A of this Plan (collectively, the “Plan Administration Assets”). As of the Effective Date, all Plan Administration Assets and all assets dealt with in this Plan shall be free and clear of all Liens, Claims, and Interests except as otherwise further provided in this Plan or in the Confirmation Order.

After the Effective Date, upon payment of all Administrative Claims, Professional Fee Claims, Priority Tax Claims, Other Priority Claims, Other Secured Claims, and Plan Administration Expenses, and to the extent that the Plan Administrator determines in good faith and on a reasonable basis, that substantially all of the Claims and expenses for which the Wind-Down Amount was held in escrow are no longer outstanding or otherwise satisfied in full, the Plan Administrator shall remit any remaining unused Wind-Down Amount and Plan Administration Assets (or proceeds thereof) to a non-profit charitable organization qualifying under Section 501(c)(3) of the I.R.C.; *provided that* such charity shall be selected by the Plan Administrator in its sole discretion.

H. Cancellation of Existing Securities and Agreements

On the Effective Date, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents evidencing or creating any

prepetition Claim or Interest shall be cancelled and of no further force and effect, except that each of the foregoing shall continue in effect solely to the extent necessary to (a) allow Holders of such Claims or Interests to receive Distributions under this Plan; (b) allow the Debtors and the Plan Administrator, as applicable, to make post-Effective Date Distributions or take such other actions pursuant to this Plan on account of such Claims; and (c) allow Holders of Claims or Interests to retain their respective rights and obligations vis-à-vis other Holders of Claims or Interests pursuant to any such applicable document or instrument.

I. Corporate Action

Upon the Effective Date all actions contemplated by this Plan (including any action to be undertaken by the Plan Administrator) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the Debtors, or any other Entity or Person. All matters provided for in this Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtors or the Debtors' Estates.

On and after the Effective Date, the Plan Administrator is authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of this Plan in the name of and on behalf of the Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to this Plan.

J. Exemption From Transfer Taxes and Fees

To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any transfer pursuant to, in contemplation of, or in connection with this Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or fee, or other similar tax, fee or governmental assessment, and the appropriate state or local government officials, recording officers or agents, wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code and shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

K. Directors, Managers, and Officers of the Debtors

Following the Confirmation Date and prior to the occurrence of the Effective Date, the then-current officers, directors and managers of each of the Debtors shall continue in their respective capacities in accordance with the applicable by-laws or other organizational documents, unless otherwise agreed between the Debtors and the Purchaser, and the Debtors shall execute such documents and take such other action as is necessary to effectuate the actions provided for in this Plan.

On and after the Effective Date, the Plan Administrator shall serve as the sole shareholder, interest holder, officer, director or manager of each of the Debtors, as applicable, under applicable state law.

L. Insurance Policies

D&O Tail Coverage shall be purchased, whether pre-Effective Date by the Debtors or post-Effective Date by the Plan Administrator. To the extent such D&O Tail Coverage is purchased after the Effective Date, all members, managers, directors, and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such D&O Tail Coverage for the full term of such D&O Policy, subject to and in accordance with the terms and conditions of such D&O Tail Coverage and the D&O Policies in all respects. Further, to the extent such D&O Tail Coverage is purchased after the Effective Date, premiums and other costs associated with purchasing and maintaining the D&O Tail Coverage shall constitute Plan Administration Expenses.

Notwithstanding anything to the contrary in this Plan or the Confirmation Order, to the extent any Insurance Policies have not already been assumed and assigned to the Purchaser pursuant to the Sale Order or Sale Transaction Documents, (i) on the Effective Date, the Debtors shall be deemed to have assumed all such Insurance Policies pursuant to sections 105 and 365(a) of the Bankruptcy Code without the need for any further notice to or action, order, or approval of the Bankruptcy Court; (ii) neither Confirmation nor Consummation of this Plan shall alter, impair or otherwise modify the terms and conditions of any such Insurance Policy or the coverage provided pursuant thereto.

M. Cooperation Between Plan Administrator and Purchaser

Prior to the completion of the Wind-Down and closing of the Chapter 11 Cases of the Post-Effective Date Debtors, the Plan Administrator shall have reasonable access to, and the reasonable assistance of, the Purchaser, and to the assets, software, and systems of the Debtors, to the extent necessary to (a) reconcile Claims in connection with the Chapter 11 Cases, and (b) with respect to the Plan Administrator, complete the Wind-Down, in each case consistent with the Asset Purchase Agreement and the Plan Administration Agreement. Prior to the completion of the Wind-Down and closing of the Chapter 11 Cases of the Post-Effective Date Debtors, the Purchaser shall have reasonable access to, and the reasonable assistance of, the Plan Administrator, and to the assets, software, and systems of, as applicable, the Post-Effective Date Debtors, (x) to continue to perform its obligations to holders of Assumed Trade Payable Claims and any other obligations of the Debtors assumed by the Purchaser under this Plan or the Sale Order and (y) as otherwise necessary in the ordinary course of operations. Further, in accordance with Section 10.6 of the Asset Purchase Agreement, the Post-Effective Date Debtors and the Plan Administrator agree to cooperate with the Purchaser after the Closing Date to enable the Purchaser to move, liquidate and/or otherwise dispose of the Acquired Assets (as defined in the Asset Purchase Agreement) located on or used in association with owned and leased real property which is not part of the Acquired Assets (subject in all respects to the conditions set forth in Section 10.6 of the Asset Purchase Agreement).

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided herein, as of the Effective Date, the Debtors shall be deemed to have rejected all Executory Contracts and Unexpired Leases that (1) have not been previously rejected, assumed, or assumed and assigned, including in connection with the Sale Transaction, and are not the subject of a pending motion or notice to reject, assume, or assume and assign as of the Effective Date, and (2) have not expired under their own terms prior to the Effective Date; *provided, however*, that nothing in this Section shall cause the rejection, breach, or termination of any contract of insurance benefiting the Debtors and their Estates, the Debtors' officers, managers and directors, and the Post-Effective Date Debtors.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the foregoing rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

B. Debtors' Preexisting Obligations Under Executory Contracts and Unexpired Leases

Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any nonbankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting Debtors, as applicable, from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

C. Assumption of the D&O Policies

The Debtors and the Post-Effective Date Debtors, as applicable, shall assume all of the D&O Policies pursuant to section 365(a) of the Bankruptcy Code that have not been assumed pursuant to the Sale Transaction. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Policies and authorization for the Debtors to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secured for the insureds the benefits of the D&O Policies.

In addition, after the Effective Date, none of the Post-Effective Date Debtors shall terminate or otherwise reduce the coverage under a D&O Tail Policy covering the Debtors' current boards of directors in effect on or after the Petition Date and, subject to the terms of the applicable D&O Tail Policy, all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policies for the full term of such policies, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

D. *Rejection Damages Claims*

All Claims arising from the rejection of Executory Contracts or Unexpired Leases under this Plan (including, without limitation, Claims that assert any indemnification right pursuant to corporate governance documents of the Debtors' that have been rejected) must be filed with the Balloting Agent and served upon the Plan Administrator and counsel for the Debtors, as applicable, within thirty (30) days after the occurrence of the Effective Date in accordance with the instructions and procedures set forth in the Confirmation Order; *provided*, that the foregoing deadline shall apply only to Executory Contracts or Unexpired Leases that are rejected automatically by operation of Article VI.A above, and the deadline for filing any rejection damages Claims relating to any Executory Contracts or Unexpired Leases rejected pursuant to a separate order of the Bankruptcy Court shall be the applicable deadline under such order or the Claims Bar Date Order, as applicable. Any Claim arising from the rejection of an Executory Contract or Unexpired Lease that becomes an Allowed Claim shall be classified and treated as a Class 4 General Unsecured Claim.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. *Timing and Calculation of Amounts to Be Distributed; Entitlement to Distributions*

1. Timing and Calculation of Amounts to Be Distributed and Date of Distributions

On the Initial Distribution Date, each Holder of an Allowed Claim against the Debtors shall receive the amount of the Distribution that this Plan provides for Allowed Claims in the applicable Class. Subsequent Distributions shall be made, if determined by the Plan Administrator to be practicable and appropriate; *provided* that the Plan Administrator may refrain from making a Distribution to the extent the Plan Administrator reasonably determines that the costs of making such Distribution are not reasonable in comparison to the amount of such Distribution and instead may reserve making any subsequent Distributions until a future Distribution date. If and to the extent that there are Disputed Claims, Distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in this Article VII and Article VIII.

2. Entitlement to Distributions

On and after the Effective Date, the Disbursing Agent shall be authorized (but not directed) to recognize and deal only with those Holders of Claims listed on the Debtors' books and records as of the Distribution Record Date. Accordingly, the Disbursing Agent will have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute any securities, property, notices, and other documents only to those Holders of Allowed Claims who are Holders of Claims (or participants therein) as of the close of business on the Distribution Record Date.

B. Disbursing Agent

Except as otherwise provided herein, all Distributions under this Plan shall be made by the Debtors or the Post-Effective Date Debtors as Disbursing Agent or such other Entity designated by the Plan Administrator as a Disbursing Agent on the Effective Date.

C. Distributions on Account of Disputed Claims Allowed After the Effective Date

Notwithstanding any provision otherwise in this Plan and except as otherwise agreed to by the Disbursing Agent, (a) no partial payments and no partial Distributions shall be made with respect to a Disputed Claim until all disputes in connection with such Disputed Claim have been resolved by settlement or Final Order and such claim becomes an Allowed Claim; and (b) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any Distribution on the Allowed Claim unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Except as otherwise provided herein, the Disbursing Agent shall make Distributions to Holders of Allowed Claims at the address for each such Holder as indicated on (a) such Holder's address on its Proof of Claim, if applicable, (b) such Holder's address listed on a notice filed with the Bankruptcy Court, if applicable, or (c) if neither (a) or (b) are available, the address of record for the Holder listed on the Debtors' Schedules.

2. Undeliverable Distributions and Unclaimed Property

(a) Failure to Claim Undeliverable Distributions

In the event that any Distribution to any Holder is returned as undeliverable, no Distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such Distribution shall be made to such Holder without interest. Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days from the date the Distribution was returned. After such date, such unclaimed Distribution shall revert to the Post-Effective Date Debtors and their Estates (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Holder of such Claim shall receive no Distribution from the Debtors on account of such Claim.

(b) Failure to Present Checks

Checks issued by the Disbursing Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the Holder of the relevant Allowed Claim for which such check was originally issued. After such date, such unclaimed Distribution shall revert to the Post-Effective Date Debtors and their Estates (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws

to the contrary), and the Holder of such Claim shall receive no Distribution from the Debtors on account of such claim. Nothing contained herein shall require the Disbursing Agent to attempt to locate any Holder of an Allowed Claim.

3. Record Date for Distributions

For purposes of making Distributions on the Initial Distribution Date only, the Disbursing Agent shall be authorized and entitled to recognize only those Holders of Claims reflected in the Debtors' books and records as of the close of business on the Distribution Record Date.

4. Fractional Distributions

Notwithstanding anything in this Plan to the contrary, no payment of fractional cents shall be made pursuant to this Plan. Whenever any payment of a fraction of a cent under this Plan would otherwise be required, the actual distribution made shall reflect a rounding of such fraction to the nearest whole penny (up or down), with half cents or more being rounded up and fractions less than half of a cent being rounded down.

5. De Minimis Distributions

Notwithstanding anything to the contrary contained in this Plan, the Disbursing Agent shall not be required to distribute, and shall not distribute, Cash or other property to the Holder of any Allowed Claim if the amount of Cash or other property to be distributed on account of such Claim is less than \$50. Any Holder of an Allowed Claim on account of which the amount of Cash or other property to be distributed is less than \$50 shall receive no Distribution from the Post-Effective Date Debtors on account of such claim and be forever barred from asserting such Claim against the Estates.

E. Compliance with Tax Requirement; Allocations

In connection with this Plan and all Distributions hereunder, the Disbursing Agent shall take any and all actions that may be necessary or appropriate to comply with all applicable withholding and reporting requirements imposed on them. Notwithstanding any provision in this Plan to the contrary, all Persons and Entities holding Claims shall be required to provide any information necessary to effect information reporting and the withholding of applicable taxes (or establish eligibility for an exclusion for the withholding of taxes), and each Holder of an Allowed Claim will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations associated therewith, including income, withholding, and other tax obligations. Any amounts withheld or reallocated pursuant to this Section E shall be treated as if distributed to the Holder of the Allowed Claim. The Disbursing Agent reserves the right to allocate all Distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

The Debtors, the Plan Administrator, or the Disbursing Agent may require, as a condition to the receipt of a Distribution, that a Holder furnish to the Debtors, Plan Administrator, or Disbursing Agent, as applicable, any necessary or appropriate tax documentation and information, including a Form W-8 or Form W-9. If any Holder fails to comply with such a request within one

(1) month thereof, such Distribution in respect of such Holder may be withheld and deemed an undeliverable Distribution and shall be treated in accordance with Article VII.D.2 hereof.

F. Surrender of Cancelled Instruments or Securities

As a condition precedent to receiving any Distribution on account of its Allowed Claim, each Holder of a Claim shall be deemed to have surrendered the certificates or other documentation underlying each such Claim, and all such surrendered certificates and other documentations shall be deemed to be canceled, except to the extent otherwise provided herein.

G. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors or the Plan Administrator, as applicable, shall reduce in full a Claim, and such Claim shall be Disallowed upon an order of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or the Plan Administrator including, without limitation, the Purchaser. To the extent a Holder of a Claim receives a Distribution on account of such Claim and receives payment from a party that is not a Debtor or the Plan Administrator on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the Distribution to the Plan Administrator to the extent the Holder's total recovery on account of such Claim exceeds the total Allowed amount of such Claim as of the Distribution Date.

2. Claims Payable to Third Parties

No Distributions under this Plan shall be made on account of a Claim that is payable pursuant to one of the Insurance Policies until the Holder of such Claim has exhausted all remedies with respect to such Insurance Policy. To the extent that one or more Insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction or otherwise settled), then immediately upon satisfaction by such Insurer(s), such Claim may be expunged to the extent of such satisfaction upon an order or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in this Plan, payments to Holders of Claims covered by Insurance Policies shall be in accordance with the provisions of any applicable Insurance Policy. Nothing contained in this Plan shall constitute or be deemed a waiver (i) of any Cause of Action that the Debtors or any Entity may hold against any Insurers under any Insurance Policies, or (ii) by such Insurers of any rights or defenses held by such Insurers.

H. Allocation of Plan Distributions between Principal and Interest

To the extent that any Allowed Claim entitled to a Distribution under this Plan is comprised of indebtedness and accrued but unpaid interest (or original issue discount) thereon, such Distribution shall, except as required by law (as reasonably determined by the Debtors or the Plan Administrator), be allocated first to the principal amount of the Claim and then, to the extent the

consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest (or original issue discount).

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance and Disallowance of Claims

No Claim shall be deemed Allowed unless and until such Claim is Allowed under the Bankruptcy Code, this Plan or the Bankruptcy Court enters a Final Order in the Chapter 11 Cases allowing such Claim. The Plan Administrator after Consummation will have and retain any and all rights and defenses the Debtors had with respect to any Claim.

Any Claim filed after the applicable Claims Bar Date is automatically deemed Disallowed unless such Holder of the Claim obtains Bankruptcy Court approval to file a late claim.

B. Prosecution of Objections to Claims

The Plan Administrator shall have the authority to file, settle, compromise, withdraw, or litigate to judgment any objections to Claims. From and after the Effective Date, the Plan Administrator, may settle or compromise any Disputed Claim, and may administer and adjust the Claims Register to reflect such settlements or compromises, without notice to, action, order, or approval of the Bankruptcy Court. The Plan Administrator may also resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law, as necessary.

With respect to the foregoing rights of the Plan Administrator to file, settle, compromise, withdraw, or litigate to judgment any objections to Claims, the Plan Administrator shall stand in the same position as the Debtors with respect to any claim the Debtors may have to an attorney-client privilege, the work-product doctrine or any other privilege. The Plan Administrator shall succeed to all of the Debtors' rights to preserve, assert or waive any such privilege.

C. Estimation of Claims

The Plan Administrator may request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Plan Administrator has previously objected to such Claim. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning an objection to a Claim. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Plan Administrator may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation, and resolution procedures are cumulative and not exclusive of one another.

D. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim as a Claim other than a Subordinated Claim, Distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Plan Administrator shall provide to the Holder of such Claim the Distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any postpetition interest to be paid on account of such Claim.

E. Disallowance of Certain Claims

Any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 548, 549, or 724(a) of the Bankruptcy Code shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code unless expressly Allowed, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Final Order of the Bankruptcy Court with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Post-Effective Date Debtors.

ARTICLE IX.

**CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THIS PLAN**

A. Conditions Precedent to Confirmation

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Confirmation of this Plan:

1. The Disclosure Statement Order shall have been entered by the Bankruptcy Court on a final basis.
2. The Confirmation Order shall have been entered by the Bankruptcy Court and contain terms and conditions consistent in all material respects with the Sale Order and otherwise be in form and substance reasonably acceptable to the Debtors, and shall not have been vacated, amended or otherwise modified.
3. The Sale Order shall constitute a Final Order and shall not have been vacated, amended or otherwise modified.
4. The Sale Transaction Documents shall not have been terminated in accordance with their terms.

B. Conditions Precedent to the Effective Date

In addition to the satisfaction of the provisions of Article IX.A hereof, unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to the occurrence of the Effective Date of this Plan:

1. The Confirmation Order shall have been entered by the Bankruptcy Court and contain terms and conditions consistent in all material respects with the Sale Order and otherwise be in form and substance reasonably acceptable to the Debtors, and shall not have been vacated, amended or otherwise modified.

2. This Plan and all other documents contemplated thereby, including any amendments, modifications, or supplements thereto, shall be consistent in all material respects with the Sale Order and otherwise be in form and substance reasonably acceptable to the Debtors.

3. All conditions precedent to the effectiveness of the Sale Transaction Documents shall have been satisfied or waived pursuant to the terms thereof, and the consummation of such Sale Transaction will have occurred prior to the Effective Date.

4. The Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings or documents that are necessary to implement and effectuate this Plan and no order, injunction or judgment shall have been issued by any governmental authority or arbitrator to restrain, prohibit, enjoin or declare illegal the transactions contemplated by this Plan, and no law shall have been promulgated or enacted and be in effect that on a temporary or permanent basis restrains, enjoins, or invalidates the transactions contemplated by this Plan.

5. The Plan Administration Agreement shall have been executed and delivered by all of the Entities that are parties thereto, all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof, and the Plan Administration Agreement shall otherwise be in form and substance reasonably acceptable to the Debtors.

6. All actions, documents, certificates, and agreements necessary to implement this Plan shall (i) have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws and (ii) be in full force and effect.

7. The Wind-Down Account shall have been established and funded in an amount consistent with the Post-Effective Date Budget.

8. The GUC Recovery Pool Escrow Account shall have been established and funded with the GUC Recovery Pool.

9. The Professional Fee Escrow Account shall have been established and funded with the Professional Fee Escrow Amount.

10. All Statutory Fees due and payable prior to the Effective Date shall have been paid by the Debtors.

11. All Allowed DIP Facility Claims shall be repaid and satisfied in full by the sale proceeds received by the Debtors upon closing of the Sale Transaction.

C. Waiver of Conditions

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of this Plan set forth in this Article IX may, with the consent of the Committee, be waived by the Debtors with or without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time.

D. Effect of Non-Occurrence of Conditions to Confirmation or Consummation

If the Confirmation or the Consummation of this Plan does not occur with respect to one or more of the Debtors, then this Plan will, with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement will: (1) constitute a waiver or release of any Claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; (3) constitute an Allowance of any Claim or Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

E. Substantial Consummation

On the Effective Date, this Plan shall be deemed substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

ARTICLE X.

RELEASE, EXCULPATION, INJUNCTION AND RELATED PROVISIONS

A. General

Pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall collectively constitute an integrated and global good faith compromise or settlement of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest, any Distribution to be made on account of such Allowed Claim or Allowed Interest, including, without limitation, all controversies among the Debtors, the Committee, and all other Holders of Claims against the Debtors. The Plan shall be deemed a motion to approve the compromises and settlements contained in the Plan and the good faith compromise and settlement of all of the Claims, Interests and controversies (other than Causes of Action specifically retained by the Debtors' estates) described in the foregoing sentence pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019. The provisions of this Plan, including, without limitation, the global settlement of all Claims, Interests and controversies and the release, injunction, exculpation and compromise provisions provided herein,

are mutually dependent. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of all of the provisions of this Plan collectively as an integrated and global compromise and settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that such integrated compromises and settlements are in the best interests of the Debtors, their Estates and Holders of Claims and Interests and are fair, equitable and reasonable. In accordance with the provisions of this Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Plan Administrator may compromise and settle Claims against them and Causes of Action against other Entities.

B. Debtor Release

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the obligations contemplated by this Plan and the documents in the Plan Supplement, or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, by the Debtors, the Post-Effective Date Debtors, and the Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Post-Effective Date Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Post-Effective Date Debtors, the Estates, or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the "Debtor Released Claims"), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' capital structure, the Post-Effective Date Debtors, or their Estates, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors or the Post-Effective Date Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the Debtors' in or out-of-court restructuring and recapitalization efforts, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the documents in the Plan Supplement, the Asset Purchase Agreement, the Bidding Procedures Order, the Sale Transaction, the Sale Order, the Disclosure Statement, the DIP Order and the DIP Loan Documents, this Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation, dissemination, filing, pursuit of consummation, or implementation thereof, the solicitation of votes with respect to this Plan, or any other act or omission; provided, however, that the foregoing "Debtor Release" shall not operate to waive or release, and the "Debtor Released Claims" shall not include, any Cause of Action of any Debtor or its Estate: (1) against a Released Party arising from any obligations owed to the Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors

pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (2) expressly set forth in and preserved by this Plan or related documents; (3) that is of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed; (4) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan; or (5) arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, gross negligence, willful misconduct or criminal conduct (other than with respect to or relating to the Adversary Actions). Notwithstanding anything to the contrary in the foregoing, the “Debtor Release” set forth above does not release any post-Effective Date obligations of any Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Post-Effective Date Debtors, or the Estates.

C. Exculpation

To the fullest extent permitted by applicable law, and without affecting or limiting the releases set forth in Article X of this Plan, effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or entity for any claims, causes of action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of: the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of this Plan, making Distributions, implementing the Wind-Down, the Disclosure Statement, the Sale Transaction, the Asset Purchase Agreement, the Sale Order, or the solicitation of votes for, or Confirmation of, this Plan; the occurrence of the Effective Date; the administration of this Plan or the property to be distributed under this Plan; the issuance of securities under or in connection with this Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions in furtherance of any of the foregoing; provided, however, that none of the foregoing provisions shall operate to waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties’ rights and obligations under this Plan, the Plan Supplement documents, and the Confirmation Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or Distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

D. Permanent Injunction

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released

pursuant to this Plan, including the Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in this Plan or the Confirmation Order.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Post-Effective Date Debtors, or the Exculpated Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Post-Effective Date Debtor, or Exculpated Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Post-Effective Date Debtor, Exculpated Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. Any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any claims or causes of action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

E. Setoffs

Except as otherwise expressly provided for in this Plan, each Debtor and the Plan Administrator, pursuant to the Bankruptcy Code or applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may setoff against any Claim and the Distributions to be made pursuant to this Plan on account of such Claim (before any Distribution is made on account of such Claim), any Claims, rights and Causes of Action of any nature that such Debtor or the Plan Administrator, as applicable, may hold against the Holder of such Allowed Claim; *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to this Plan shall constitute a waiver or release by such Debtor of any such Claims, rights and Causes of Action that such Debtor may possess against such Holder.

F. Preservation of All Causes of Action Not Expressly Settled or Released

The Debtors expressly reserve all Retained Causes of Action not transferred to the Purchaser as part of the Sale Transaction or released hereunder for later adjudication by, as applicable, the Debtors or the Plan Administrator (including, without limitation, Retained Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe

to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Retained Causes of Action upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan, or the Confirmation Order, except in each case where such Causes of Action have been expressly waived, relinquished, released, compromised or settled in this Plan (including, without limitation, and for the avoidance of doubt, the Debtor Release contained in Article X.B, and the Exculpation contained in Article X.C hereof) or any other Final Order (including, without limitation, the Sale Order or the Confirmation Order). In addition, the Debtors and the Plan Administrator, as applicable, expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. No Entity may rely on the absence of a specific reference in this Plan or the Disclosure Statement to any Retained Cause of Action against them as any indication that the Debtors or the Plan Administrator will not pursue any and all available Retained Causes of Action against them.

G. Integral Part of Plan

Each of the provisions set forth in this Plan with respect to the settlement, release, cancellation, exculpation, injunction, indemnification and insurance of, for or with respect to Claims and/or Causes of Action is an integral part of this Plan and essential to its implementation. Accordingly, each Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

ARTICLE XI.

RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, and in addition to the matters over which the Bankruptcy Court shall have retained jurisdiction pursuant to the Sale Order, the Bankruptcy Court will, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and this Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or Secured or unsecured status of any Claim or Interest, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Interest, including equitable subordination or other subordination of any Claim or Interest pursuant to 11 U.S.C. § 510;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom;

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

6. ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan and adjudicate any and all disputes related thereto;

7. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date;

8. enforce all orders previously entered by the Bankruptcy Court;

9. enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with this Plan, the Plan Supplement or the Disclosure Statement;

10. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Person or Entity's obligations incurred in connection with this Plan;

11. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

12. hear and determine disputes arising in connection with the interpretation, implementation, enforcement of the Sale Order, Asset Purchase Agreement, or other document(s) governing or relating to the Sale Transaction including, without limitation, and all matters arising in connection with the Sale Transaction;

13. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of this Plan;

14. enforce the terms and conditions of this Plan and the Confirmation Order, and maintain the integrity of this Plan following Consummation;

15. hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, remedy any defect or omission or reconcile any inconsistency in the Plan, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

16. resolve any cases, controversies, suits or disputes with respect to the Release, Exculpation, indemnification and other provisions contained in Article X hereof and enter such orders or take such other actions as may be necessary or appropriate to implement or enforce all such provisions;

17. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

18. resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any release or exculpation adopted in connection with this Plan;

19. enter an order or orders concluding or closing the Chapter 11 Cases;

20. hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

A. Reservation of Rights

Except as expressly set forth herein, this Plan will have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Entity with respect to this Plan will be or will be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or other Entity; or (2) any Holder of a Claim or an Interest or other Entity prior to the Effective Date.

B. No Government Releases

Except as expressly provided for in this Plan, nothing herein, or in the Confirmation Order or other related Plan documents shall affect a release or limit any claim arising solely under the enforcement of the police powers or regulatory activities of the United States Government or any of its agencies, or any state and local authority, whatsoever.

C. Payment of Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by each of the Debtors (or the Disbursing Agent on behalf of each of the Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) an order dismissing such Debtor's Chapter 11 Case, or (c) an order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

D. Statutory Committee

On the Effective Date, the current and former members of the Committee, and their respective officers, employees, counsel, advisors and agents, will be released from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases and the Committee will dissolve. Following the completion of the Committee's remaining duties set forth above, the Committee will be dissolved, and the retention or employment of the Committee's respective attorneys, accountants and other agents will terminate without further notice to, or action by, any Entity.

E. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order in accordance with section 1127(a) of the Bankruptcy Code and (b) after the entry of the Confirmation Order, the Debtors may, upon order of the Bankruptcy Court, amend or modify this Plan in accordance with section 1127(b) of the Bankruptcy Code. A Holder of a Claim that has accepted this Plan will be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

F. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and/or to file subsequent chapter 11 plans, with respect to one or more of the Debtors. If the Debtors revoke or withdraw this Plan, or if Confirmation or Consummation of this Plan does not occur with respect to one or more of the Debtors, then with respect to the applicable Debtor or Debtors for which this Plan was revoked or withdrawn or for which Confirmation or Consummation of this Plan did not occur: (1) this Plan will be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto will be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan will: (a) constitute a waiver or release of any Claims by or against, or any Interests in, the applicable Debtors or any other Entity; (b) prejudice in any manner the rights of the applicable Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtors or any other Entity.

G. Successors and Assigns

This Plan will be binding upon and inure to the benefit of the Debtors, all present and former Holders of Claims and Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

H. Further Assurances

The Debtors, all Holders of Claims receiving Distributions hereunder, and all other Entities will, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

I. Severability

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

J. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, each of the Released Parties and Exculpated Parties will be deemed to have solicited votes on this Plan in good faith and in compliance with section 1125 of the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, each of the Released Parties and Exculpated Parties and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of securities offered and sold under this Plan and any previous plan, and, therefore, none of such parties or individuals or the Post-Effective Date Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the securities offered and sold under this Plan or any previous plan.

K. Service of Documents

Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a “**Notice**”) must be in writing, sent by personal delivery, electronic mail or courier, and addressed as follows:

Debtors	Counsel to the Debtors
TreeSap Farms, LLC 5151 Mitchelldale St., Ste. B-2 Houston, TX 77292-5279 Attn: Bret C. Jacobs (bjacobs@thekeystonegroup.com)	Hunton Andrews Kurth LLP 600 Travis Street, Suite 4200 Houston, Texas 77002 Attn: Timothy A. (“Tad”) Davidson II (taddavidson@hunton.com), Joseph P. Rovira

	(jrovira@hunton.com), and Catherine A. Rankin (crankin@hunton.com)
United States Trustee	Counsel to the Creditors' Committee
Office of The United States Trustee 515 Rusk Street, Suite 3516 Houston, Texas 77002 Attn: Andrew Jimenez (Andrew.Jimenez@usdoj.gov)	McDermott Will & Emery LLP 2501 North Harwood Street, Suite 1900 Dallas, Texas 75201 Attn: Charles R. Gibbs (crgibbs@mwe.com) and Marcus Helt (mhelt@mwe.com)
Counsel to the DIP Lender and The Prepetition Agent	
Porter Hedges LLP 1000 Main Street, 36th Floor Houston, TX 77002 Attn: Eric M. English (eenglish@porterhedges.com), M. Shane Johnson (sjohnson@porterhedges.com), and James A. Keefe (jkeefe@porterhedges.com)	

L. Governing Law

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Definitive Document or an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan will 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 of such jurisdiction.

M. Pre-Effective Date Tax Reporting and Compliance

The Debtors are hereby authorized to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

N. Schedules

All exhibits and schedules to this Plan, including the Exhibits and Plan Schedules, are incorporated herein and are a part of this Plan as if set forth in full herein.

O. Conflicts

Except as set forth in this Plan, to the extent that any provision of the Disclosure Statement or any order (other than the Confirmation Order or the Sale Order) referenced in this Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflicts

with or is in any way inconsistent with any provision of this Plan, this Plan shall govern and control; *provided* that, in the event of any conflict with any provision of this Plan and/or the Confirmation Order, the Confirmation Order shall govern; *provided further* that, in the event of any conflict between the Plan, on the one hand, and the Sale Order, on the other hand, with respect to the Sale Transaction, the Sale Order shall govern.

P. Entire Agreement

Except as otherwise provided herein or therein, this Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

Q. 2002 Notice Parties

After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Respectfully submitted, as of the date first set forth above,

Dated: May 28, 2025

TREESAP FARMS, LLC
on behalf of itself and the other Debtor
Entities

/s/ Bret Jacobs
Bret Jacobs
Chief Restructuring Officer