United States Bankruptcy Court
Southern District of Texas
ENTERED
March 24, 2025
Nathan Ochsner, Clerk

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

In re: PLENTY UNLIMITED TEXAS LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-90105 (CML) (Jointly Administered)

ORDER (I) SCHEDULING A COMBINED DISCLOSURE STATEMENT APPROVAL AND PLAN CONFIRMATION HEARING; (II) CONDITIONALLY APPROVING THE DISCLOSURE STATEMENT, (III) ESTABLISHING A PLAN AND DISCLOSURE STATEMENT OBJECTION DEADLINE AND RELATED PROCEDURES; (IV) APPROVING THE SOLICITATION PROCEDURES; (V) APPROVING THE COMBINED NOTICE; (VI) ESTABLISHING PROCEDURES FOR THE ASSUMPTION AND REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (VII) APPROVING THE RIGHTS OFFERING PROCEDURES AND RELATED MATERIALS; AND (VI) GRANTING RELATED RELIEF

(Related to Docket No. 30)

Upon the motion ("Motion")[2] of Plenty Unlimited Texas LLC, and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (a) scheduling a combined Disclosure Statement approval and Plan confirmation hearing; (b) conditionally approving the Disclosure Statement; (c) establishing a Plan and Disclosure Statement Objection Deadline and related procedures; (d) approving the Solicitation Procedures; (e) approving the Combined Notice; (f) establishing procedures for any proposed assumption or rejection of executory contracts and unexpired leases; (g) approving the Rights Offering Schedule; and

[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Motion.

(h) granting related relief, each as more fully set forth in the Motion; and upon consideration of the First Day Declarations; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and the Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for a hearing on the Motion having been given; and the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors and other parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Combined Hearing, at which the Court will consider, among other things, final approval of the adequacy of the Disclosure Statement and confirmation of the Plan, shall be held on **May 14, 2025, at 1:00 p.m. (prevailing Central Time)**. Any objections to the adequacy of the Disclosure Statement and confirmation of the Plan must be filed on or before **May 6, 2025 at 4:00 p.m. (prevailing Central Time)**.

2. The Disclosure Statement is conditionally approved as containing adequate information in accordance with section 1125 of the Bankruptcy Code and is subject to final approval of the Court at the Combined Hearing. Use of the Disclosure Statement in the Debtors' solicitation of acceptances of the Plan is approved.

3. The Disclosure Statement (including all applicable exhibits thereto) provides Holders of Claims, Holders of Interests, and other parties-in-interest with sufficient notice of the

injunction, exculpation, and release provisions contained in the Plan, in satisfaction of the requirements of Bankruptcy Rules 2002(c)(3) and 3016(b) and (c).

4. Any objections to the Disclosure Statement or confirmation of the Plan must:

a. be in writing;

b. comply with the Bankruptcy Rules and the Bankruptcy Local Rules;

c. state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity;

d. state with particularity the legal and factual basis for such objections and, if practicable, a proposed modification to the Plan that would resolve the objections; and

e. be filed with this Court with proof of service thereof and served upon the Notice Parties so as to be actually received on or before the Objection Deadline.

5. Any objections not satisfying the requirements of this Order shall not be considered and shall be overruled.

6. The Solicitation Procedures set forth in the Motion and substantially in the form attached hereto as **Exhibit 1** satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable rules, laws, and regulations, and are approved.

7. The form of the Combined Notice, substantially in the form attached hereto as **Exhibit 2**, and the Publication Notice, substantially in the form attached hereto as **Exhibit 3,** are hereby approved and shall be deemed good and sufficient notice of the Combined Hearing and no further notice need be given; *provided* that any provision of Bankruptcy Rule 3017(d) requiring the Debtors to distribute the Disclosure Statement and the Plan to Non-Voting Holders, whether because they are unimpaired or because they are deemed to reject the Plan, or any parties in interest other than as prescribed in this Order, shall be waived.

8. The Ballot, substantially in the form attached hereto as **Exhibit 4** is approved.

9. The Notice of Non-Voting Status and Opt-Out Form, substantially in the form attached hereto as **Exhibit 5**, and the service thereof, comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and are approved.

10. The Cure Notice, substantially in the form attached hereto as **Exhibit 6,** is approved, and the procedures relating to the assumption or rejection of Executory Contracts and Unexpired Leases (as described in the Motion and as further set forth in the Plan) are approved.

11. The Confirmation Schedule (including the Rights Offering Hearing Schedule) is approved (subject to modification as necessary) as follows:

Event	Date
Voting Record Date	March 23, 2025
Publication Deadline	Within five (5) business days following entry of the Order, or as soon as reasonably practicable thereafter
Solicitation Commencement	April 2, 2025
Solicitation Deadline / Combined Notice Mailing / Cure Notice Mailing and Filing	April 7, 2025
Deadline for Debtors to File the Rights Offering Procedures	April 7, 2025
Rights Offering Objection Deadline	April 10, 2025 at 4:00 p.m. (CST)
Rights Offering Hearing	April 15, 2025 (subject to the Court's availability)
Plan Supplement Filing Deadline	May 1, 2025
Voting Resolution Event Deadline	May 1, 2025
Voting Deadline	May 6, 2025 at 4:00 p.m. (CST)
Release Opt-Out Deadline	May 6, 2025 at 4:00 p.m. (CST)
Objection Deadline	May 6, 2025 at 4:00 p.m. (CST)
Executory Contract and Unexpired Lease Assumption Objection Deadline	May 6, 2025 at 4:00 p.m. (CST)
Confirmation Brief Deadline, Voting Report Deadline, and 3018(a) Motion Response Deadline	May 12, 2025 at 4:00 p.m. (CST)
Combined Hearing	May 14, 2025 at 1:00 p.m. (CST)

12. The Solicitation Packages provide the Holders of Claims and Interests entitled to vote on the Plan with adequate information to make informed decisions with respect to voting on

the Plan in accordance with Bankruptcy Rules 2002 and 3017, the Bankruptcy Code, and the Bankruptcy Local Rules. Service of the Solicitation Packages shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

13. The Debtors are authorized to enter into transactions to cause the Publication Notice to be published in the *New York Times* and *Richmond Times-Dispatch* and to make reasonable payments required for such publication. The Publication Notice, together with the Combined Notice provided for in the Motion, is deemed to be sufficient and appropriate under the circumstance.

14. The Debtors are further authorized, but not directed, in their discretion, to distribute the Solicitation Packages in an electronic format, such as a flash drive, instead of paper format. If a party who receives a Solicitation Package electronically prefers a paper copy format, the party may request paper copies from the Claims and Balloting Agent free of charge by (a) visiting the Debtors' case website at https://cases.stretto.com/PlentyUnlimited (the "Case Website"), (b) writing to Plenty Unlimited Texas LLC, et al., Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine CA 92602, emailing TeamPlentyUnlimited@stretto.com (with "Plenty Solicitation" in the subject line), (c) calling the Debtors' restructuring hotline at (855) 994-4202 (domestic toll-free) or (847) 610-7823 (international toll), or (d) by contacting the Claims and Balloting Agent via email at TeamPlentyUnlimited@stretto.com. The Plan and Disclosure Statement are also available free of charge on the Debtors' Case Website.

15. For purposes of serving the Solicitation Package, the Claims and Balloting Agent is authorized to rely on the address information maintained by the Debtors and provided to the Claims and Balloting Agent as of the Voting Record Date. The Debtors are not required to mail Solicitation Packages to creditors (a) who have Claims that have already been paid in full during

the Chapter 11 Cases or (b) whose prior mailings in these Chapter 11 Cases were returned as undeliverable and who have not provided a new forwarding address by the Voting Record Date.

16. The Debtors are not required to mail a copy of the Plan or the Disclosure Statement to Holders of Claims or Interests that are unimpaired under, and conclusively presumed to accept, the Plan or Holders of Claims or Interests that do not receive or retain any property under, and conclusively presumed to reject, the Plan.

17. Any requirement to mail again to undeliverable Solicitation Packages, the Non-Voting Status Packages or other undeliverable solicitation-related notices that were returned marked "undeliverable," "moved—no forwarding address," or otherwise returned, and any obligation for the Debtors or the Claims and Balloting Agent to conduct any additional research for updated addresses based on undeliverable Solicitation Packages, the Non-Voting Status Packages or other undeliverable solicitation-related notices, is hereby waived.

18. The requirement under Bankruptcy Rule 2002(b) is hereby waived as set forth herein, and the Debtors may provide the Solicitation Packages and/or Non-Voting Status Packages to Holders of Claims or Interest for whom they have a valid and confirmed e-mail address in an electronic manner.

19. The procedures used for tabulations of votes to accept or reject the Plan, as set forth in the Motion and Solicitation Procedures and as provided by the Ballot, are approved.

20. The Debtors' procedures for tabulating Ballots are approve as follows:

a. whenever a Holder of Claims or Interests casts more than one Ballot voting the same Claims and Interests before the Voting Deadline, the latest dated valid Ballot received on or before the Voting Deadline shall be deemed to reflect such creditor's or equity security holder's intent and thus, supersede any previously received, Ballot. Following the Voting Deadline, no Ballot may be changed or revoked, absent further order of the Court or as directed by the Debtors.

b. whenever a Holder of Claims or Interests casts a Ballot that is properly completed, executed, and timely returned to the Claims and Balloting Agent but does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.

c. whenever a Holder of Claims or Interests casts a Ballot that is properly completed, executed, and timely returned to the Claims and Balloting Agent but indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.

d. a Holder shall be deemed to have voted the full amount of its Claim or Interest in each Class and shall not be entitled to split its vote within a particular Class or between more than one Debtor. Any such Holder's Ballot that partially accepts and partially rejects the Plan, between the same or multiple Debtors, will not be counted.

e. a Person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a Holder of Claims or Interests should indicate such capacity when signing, and if so requested by the Debtors or the Claims and Balloting Agent, must submit proper evidence satisfactory to the Debtors of its authority to so act.

f. a Holder of Claims or Interests against more than one Debtor that casts a single Ballot shall have its votes counted separately with respect to each such Debtor.

g. a Holder of Claims or Interests in more than one Class must use separate Ballots for each Class of Claims or Interests.

h. the Debtors, unless subject to contrary order of the Court, may waive any defects or irregularities as to any particular irregular Ballot at any time, either before or after the Voting Deadline.

i. the following Ballots shall not be counted:

    i. any Ballot received after the Voting Deadline, unless the Debtors shall have granted an extension of the Voting Deadline in writing with respect to such Ballot or waived the late submission;

    ii. any Ballot that is illegible or contains insufficient information to permit the identification of the voting party;

    iii. any Ballot cast by a person or entity that does not hold a Claim or Interest in a Class that is entitled to vote to accept or reject the Plan;

    iv. any Ballot cast by a Person or Entity that is not entitled to vote, even if such individual or Entity holds a Claim or Interest in a Voting Class;

    v. any unsigned Ballot, provided that E-Ballots submitted on the E-Ballot Portal will be deemed to contain a legal, valid signature;

vi. any Ballot containing a vote that the Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or

vii. any Ballot transmitted to the Claims and Balloting Agent by e-mail or facsimile or other means not specifically approved herein.

21. Holders of Claims or Interests that are (i) subject to an objection that is filed with the Court on or prior to eight (8) days prior to the Voting Deadline (*i.e.*, April 28, 2025); (ii) not entitled to vote on the Plan pursuant to the Solicitation Procedures; or (iii) seek to vote such Claim or Interest in an amount other than the amount set forth above (each, a "Disputed Claim" or a "Disputed Interest") shall be entitled to vote the disputed portion of their Claim or Interest only if one of the following shall have occurred with respect to such Disputed Claim or Disputed Interest (each, a "Voting Resolution Event") on or before the May 1, 2025 (the "Voting Resolution Event Deadline"):

a. Agreement Between the Parties. A stipulation or other agreement is executed between the Holder of such Disputed Claim or Disputed Interest and the Debtors allowing the Holder of such Disputed Claim or Disputed Interest to vote such Claim or Interest in an agreed upon amount.

b. Bankruptcy Rule 3018(a) Motion. A Holder files with the Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018(a) Motion") on or before the Voting Resolution Event Deadline seeking temporary allowance of its Disputed Claim or Disputed Interest for voting purposes in the amount other than set forth in the Schedules or the Debtors' books and records or in response to an objection filed by the Debtors that has not otherwise been sustained by the Court after notice and a hearing.

i. The Debtors request that the Court direct that any Rule 3018(a) Motion must: (i) be made in writing, (ii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, (iii) set forth the name of the party asserting the Rule 3018(a) Motion, (iv) state with particularity the legal and factual bases for the Rule 3018(a) Motion, and (v) be set for hearing at or before the Combined Hearing.

ii. The Debtors further request that, in the event that the Debtors and such party are unable to resolve any issues raised by the Rule 3018(a) Motion before submitting their Voting Report, the Claims and

Balloting Agent shall tabulate the vote as if no Rule 3018(a) Motion was filed and shall include in the Voting Report representations that such vote was subject to a Rule 3018(a) Motion and whether including such Ballot in the amount sought by the party in the Rule 3018(a) Motion would change the particular Voting Class' acceptance or rejection of the Plan.

iii. The Court then shall determine at or before the Combined Hearing whether the Ballot should be counted as a vote on the Plan and in what amount.

c. <u>Other Order of the Court</u>. The Court otherwise orders the allowance of such Disputed Claim or Disputed Interest for purposes of voting to accept or reject the Plan.

22. Within one (1) business day after the Voting Resolution Deadline, the Claims and Balloting Agent shall provide any party that is permitted to vote its Disputed Claim or Disputed Interest with a Solicitation Package, including a Ballot. Such parties must then return a completed, properly executed Ballot to the Claims and Balloting Agent so that it is received no later than the Voting Deadline (unless the Debtors extend the deadline, in their sole discretion, to facilitate a reasonable opportunity for such creditor to vote on the Plan).

23. The Debtors are authorized, with the consent of the DIP Lenders and the Plan Sponsors, to make non-substantive changes to the Disclosure Statement, the Plan, the Solicitation Packages, the Combined Notice, the Publication Notice, the Release Opt-Out Forms, the Ballots, the Cure Notice, and any related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any materials in the Solicitation Packages before distribution.

24. The Debtors reserve the right to modify the Plan in accordance with the terms thereof and with the consent of the DIP Lenders and the Plan Sponsors, without further order of the Court in accordance with the procedures set forth in the Plan.

25. The notice and objection procedures set forth in this Order and the Motion constitute good and sufficient notice of the Combined Hearing, commencement of these Chapter 11 Cases, the deadline and procedures for objection to approval of the Solicitation Procedures, adequacy of the Disclosure Statement, and confirmation of the Plan, and no other or further notice shall be necessary.

26. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

27. The Debtors shall (i) mail the Cure Notice to the applicable counterparties to the Executory Contracts and Unexpired Leases that will be potentially assumed or rejected pursuant to the Plan (as the case may be) and (ii) file the Cure Notice on or prior to April 7, 2025.

28. The Executory Contract and Unexpired Lease Assumption Objection Deadline for counterparties to an Executory Contract or Unexpired Lease to object to proposed assumption or cure amounts shall be May 6, 2025 at 4:00 p.m. (prevailing Central Time).

29. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

30. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

31. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

32. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

33. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this order.

Signed: March 24, 2025

Christopher Lopez
United States Bankruptcy Judge

Exhibit 1

Solicitation Procedures

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

In re: PLENTY UNLIMITED TEXAS LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-90105 (CML) (Joint Administration Requested)

PLAN SOLICITATION AND VOTING PROCEDURES

On [●], 2025, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit acceptances for the *Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and its Debtor Affiliates* [Docket No. [●]] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Plan"); (b) conditionally approving the *Disclosure Statement Relating to the Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and its Debtor Affiliates* [Docket No. [●]] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Disclosure Statement")[2] as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving these procedures for (i) soliciting, receiving, and tabulating votes on the Plan, (ii) determining eligibility criteria for a Holder to vote on the Plan and (iii) establishing the mechanisms to establish the voting amount of a Claim or Interest (collectively, the "Solicitation Procedures").

I. The Voting Record Date.

The Bankruptcy Court has approved **March 23, 2025**, as the record date for purposes of determining which Holders of Claims and Interests in each of Classes 3, 4, 5, and 7 (the "Voting Classes") are entitled to vote on the Plan (the "Voting Record Date").

[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

II. The Voting Deadline.

The Bankruptcy Court has approved **May 6, 2025, at 4:00 p.m.** (prevailing Central Time) as the voting deadline (the "Voting Deadline") for the Plan. The Debtors may extend the Voting Deadline, in their discretion, with the consent of the Plan Sponsors and in a manner consistent with the DIP Facility, without further order of the Court. To be counted as votes to accept or reject the Plan, all ballots ("Ballots"), including any Ballots submitted through the E-Ballot Portal (as defined below), must be properly executed, completed, and delivered to the Claims and Balloting Agent (as defined below) as directed on the applicable Ballot (including with respect to any Disputed Claims or Disputed Interests, as described below).

III. Form, Content, and Manner of Notices.

A. The Solicitation Package.

The following materials shall constitute the solicitation package (the "Solicitation Package"):

a. Disclosure Statement (including the Plan and all other exhibits thereto);

b. a copy of these Solicitation Procedures;

c. the Combined Notice;

d. an appropriate form of Ballot and a pre-addressed, postage pre-paid return envelope; and

e. any additional documents that the Bankruptcy Court has ordered to be made available.

B. Distribution of the Solicitation Package.

The Solicitation Package shall provide the Disclosure Statement (including the Plan and all other exhibits thereto), a copy of these Solicitation Procedures, the Combined Notice, and any additional documents that the Bankruptcy Court has ordered to be made available in paper or electronic format (*i.e.*, as PDFs on a USB flash drive or through the restructuring information website at https://cases.stretto.com/PlentyUnlimited), and the Ballots shall be provided in paper format. Any party that receives the materials in electronic format but would prefer paper format may contact Stretto, Inc. (the "Claims and Balloting Agent") by: (a) writing to Plenty Unlimited Texas LLC, et al., Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine CA 92602; (b) calling the Debtors' restructuring hotline at (855) 994-4202 (toll-free) or (847) 610-7823 (international); or (c) emailing TeamPlentyUnlimited@stretto.com (with "Plenty Solicitation" in the subject line). Additionally, the Plan, the Disclosure Statement, and other documents are also available for a fee via PACER at https://ecf.txsb.uscourts.gov/ (a PACER account is required).

On April 2, 2025 (the "Solicitation Commencement Date"), the Debtors shall mail, or cause to be mailed, the Solicitation Package to (a) all Holders of Claims and Interests in the Voting Class who are entitled to vote as described in Section IV.A below, and (b) any Holder who would otherwise be entitled to vote in accordance with Section IV.D below. In addition, the Debtors shall serve, or cause to be served, by hardcopy mail or electronic mail, the Combined Notice upon (i) the Debtors' creditor matrix, (ii) all Holders of Claims and Interests of record, and (iii) the Plan Sponsors; (iv) the U.S. Trustee; and (v) Official Committee of Unsecured Creditors, which service will occur on or prior to the Solicitation Deadline.

For purposes of serving the Solicitation Packages, the Debtors may rely on the address information for the Voting Classes as compiled, updated, and maintained by the Claims and Balloting Agent as of the Voting Record Date. The Debtors are not required to re-mail undeliverable Solicitation Packages or other undeliverable solicitation-related notices that were returned marked "undeliverable," "moved—no forwarding address," or otherwise returned, unless the Debtors and/or the Claims and Balloting Agent have been informed in writing by such person of that person's new address seven (7) days prior to the Voting Deadline. The Debtors and the Claims and Balloting Agent are not required to conduct any additional research for updated addresses based on undeliverable Solicitation Packages (including Ballots). The Debtors may also serve parties for whom they have a valid and confirmed e-mail address in an electronic manner.

To avoid duplication and reduce expenses, the Debtors will make every reasonable effort to ensure that any Holder of a Claim or Interests who has filed duplicative Claims or Interests against a Debtor (whether against the same or multiple Debtors) that are classified under the Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim or Interest, as applicable, and with respect to that Class as against that Debtor.

C. Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Reject the Plan.

Certain Holders of Claims and Interests that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code, or who are not entitled to vote because they are Unimpaired, or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code will receive only a Notice of Non-Voting Status, Release Opt-Out Form, and Combined Notice (the "Non-Voting Status Package"). Certain Holders of Claims or Interests who are not entitled to vote because they are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code will also receive the Non-Voting Status Package. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots).

For purposes of serving the Non-Voting Status Packages, the Debtors may rely on the address information for the Non-Voting Classes as compiled, updated, and maintained by the Claims and Balloting Agent as of the Voting Record Date. The Debtors are not required to re-mail undeliverable Non-Voting Status Packages that were returned marked "undeliverable," "moved—no forwarding address," or otherwise returned, unless the Debtors and/or the Claims and Balloting Agent have been informed in writing by such person of that person's new address seven (7) days prior to the Voting Deadline. The Debtors and the Claims and Balloting Agent are not required to conduct any additional research for updated addresses based on undeliverable Non-Voting Status Packages. The Debtors may also serve parties for whom they have a valid and confirmed e-mail address in an electronic manner.

IV. Voting and Tabulation Procedures.

A. Holders of Claims and Interests Entitled to Vote.

Only the following Holders of Claims and Interests in the Voting Classes shall be entitled to vote with regard to such Claims or Interests (subject to the Disputed Claim or Interest Resolution set forth below in Section IV.C):

a. Holders of Claims in Classes 3, 4, and 5 that are listed in the Debtors' schedules of assets and liabilities (collectively, and as may be amended from time to time, the "Schedules," and those Claims appearing in the Schedules, the "Scheduled Claims") that are not scheduled as contingent, unliquidated or disputed;

b. Holders of Claims that timely filed a Proof of Claim that supersedes their Scheduled Claims or that asserts a Claim that does not appear in the Schedules; and

c. Holders of Preferred Equity Interests that are in the Debtors' books and records.

B. Establishing Claim Amounts for Voting Purposes.

Each Holder of a Claim or Interest in a Voting Class shall be entitled to vote the amount of its Claim or Interest as of the Voting Record Date, subject to the following procedures:

a. **Bridge Facility Claim:** The amount of Bridge Facility Claims in Class 3 for voting purposes only will be determined by reference to the Bridge Facility Note and those lenders' correspondence Bridge Facility Claims as of the Voting Record Date or as otherwise agreed with the Prepetition Lenders.

b. **Preferred Equity Interest**: The amount equivalent to the liquidation preference set forth in the Debtors' organization documents (such amount, the "Liquidation Amount").[3]

c. **All Other Filed and Scheduled Claims (to the extent applicable):**

i. The amount of the Claim agreed upon by the Debtors, as reflected in a court pleading, stipulation, agreement, or other document filed with the Court, in an order of the Court, or in a document executed by the Debtors pursuant to authority granted by the Court;

[3] The Liquidation Amount shall be as set forth as follows in accordance with the Debtors' organization documents: $0.233 per share for the Series SAFE Preferred Stock; $0.291 per share for the Series A Preferred Stock; $1.22567 per share for the Series SAFE 2 Preferred Stock; $1.36186 per share for the Series B Preferred Stock; $0.6922 per share for the Series C-1 Preferred Stock; $0.6922 per share for the Series C-2 Preferred Stock; $0.6922 per share for the Series D Preferred Stock; $0.6922 per share for the Series D-1 Preferred Stock; $0.6922 per share for the Series E Preferred Stock; and $0.6922 per share for the Series E-1 Preferred Stock.

ii. The amount of the Claim determined through a Voting Resolution Event (as defined below) in accordance with the resolution procedures set forth herein;

iii. The amount of the Claim listed in a valid Proof of Claim filed on or before the Voting Deadline as not contingent, not unliquidated, and not disputed, if such Claim is not subject to an objection filed in the Court on or before the date that is eight (8) (*i.e.*, April 28, 2025) days prior to the Voting Deadline; *provided*, *however*, that a Proof of Claim filed on or before the Voting Deadline asserting a wholly contingent, wholly unliquidated, and/or wholly disputed amount (as determined by the Debtors) to which there is no objection filed on or before the date that is eight (8) days prior to the Voting Deadline shall vote in the amount of $1.00;

iv. The amount of the Claim listed in the Schedules as not contingent, not liquidated, and not disputed as of the Voting Deadline (and not otherwise set forth in a Proof of Claim); *provided*, *however*, that a Claim listed in the Schedules and not otherwise set forth in a Proof of Claim as contingent, unliquidated, or disputed shall vote in the amount of $1.00 (solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code); and

v. In the absence of any of the foregoing and to the extent a Claim is the subject of an objection filed on or before the date that is eight (8) days prior to the Voting Deadline, the Claim shall be disallowed for voting purposes, except as otherwise ordered by the Court.

The voting amounts so established shall be for voting tabulation purposes only and shall not be binding for any other purposes on the Debtors, including, without limitation, for purposes of the allowance of, and distribution with respect to, Claims and Interests under the Plan.

C. Resolution of Disputed Claims for Voting Purposes; Resolution Event.

Subject to the procedures described immediately above in section IV.B, Holders of Claims or Interests that are (i) subject to an objection that is filed with the Court on or prior to eight (8) days prior to the Voting Deadline; (ii) not entitled to vote on the Plan pursuant to the procedures described immediately above; or (iii) seek to vote such Claim or Interest in an amount other than the amount set forth above (each, a "Disputed Claim" or a "Disputed Interest") shall be permitted to vote such Disputed Claim or Disputed Interest only if one of the following shall have occurred with respect to such Disputed Claim or Disputed Interest (each, a "Disputed Claim or Interest Resolution") on or before the May 1, 2025 (the "Disputed Claim or Interest Resolution Deadline"):

d. A stipulation, settlement, or other agreement is executed between the Holder of such Claim and the Debtors allowing the Holder of such Disputed Claim or Disputed Interest to vote such Disputed Claim in an agreed upon amount.

e. A Holder files with the Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018(a) Motion") on or before the Disputed Claim or Interest Resolution

Deadline seeking temporary allowance of its Disputed Claim or Disputed Interest for voting purposes in the amount other than set forth in the Schedules or in response to an objection filed by the Debtors.

i. The Debtors request that the Court direct that any Rule 3018(a) Motion must: (i) be made in writing; (ii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules; (iii) set forth the name of the party asserting the Rule 3018(a) Motion; (iv) state with particularity the legal and factual bases for the Rule 3018(a) Motion, and (v) be set for hearing at the Confirmation Hearing.

ii. The Debtors further request that, in the event that the Debtors and such party are unable to resolve any issues raised by the Rule 3018(a) Motion before submitting their voting certification, the Claims and Balloting Agent shall tabulate the vote as if no Rule 3018(a) Motion was filed and shall include in the voting certification representations that such vote was subject to a Rule 3018(a) Motion and whether including such Ballot in the amount sought by the party in the Rule 3018(a) Motion would change the particular Voting Class' acceptance or rejection of the Plan. The Court then shall determine at the Confirmation Hearing whether the Ballot should be counted as a vote on the Plan and in what amount.

f. The Court otherwise orders the allowance of such Disputed Claim or Disputed Interest for purposes of voting to accept or reject the Plan.

Within one (1) business day after the Disputed Claim or Interest Resolution Deadline, the Claims and Balloting Agent shall provide any party that is permitted to vote its Disputed Claim with a Solicitation Package, including a Ballot. Such parties must then return a completed, properly executed Ballot to the Claims and Balloting Agent so that it is received no later than the Voting Deadline (unless the Debtors extend the deadline to facilitate a reasonable opportunity for such creditor to vote on the Plan).

D. Voting and Tabulation Procedures.

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors' right to waive any of the below specified requirements for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Bankruptcy Local Rules:

a. whenever a Holder of Claims or Interests casts more than one Ballot voting the same Claims and Interests before the Voting Deadline, the latest dated valid Ballot received on or before the Voting Deadline shall be deemed to reflect such creditor's or equity security holder's intent and thus, supersede any previously received, Ballot. Following the Voting Deadline, no Ballot may be changed or revoked, absent further order of the Court or as directed by the Debtors.

b. whenever a Holder of Claims or Interests casts a Ballot that is properly completed, executed, and timely returned to the Claims and Balloting Agent but does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.

c. whenever a Holder of Claims or Interests casts a Ballot that is properly completed, executed, and timely returned to the Claims and Balloting Agent but indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.

d. a Holder shall be deemed to have voted the full amount of its Claim or Interest in each Class and shall not be entitled to split its vote within a particular Class or between more than one Debtor. Any such Holder's Ballot that partially accepts and partially rejects the Plan, between the same or multiple Debtors, will not be counted.

e. a Person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a Holder of Claims or Interests should indicate such capacity when signing, and if so requested by the Debtors or the Claims and Balloting Agent, must submit proper evidence satisfactory to the Debtors of its authority to so act.

f. a Holder of Claims or Interests against more than one Debtor that casts a single Ballot shall have its votes counted separately with respect to each such Debtor.

g. a Holder of Claims or Interests in more than one Class must use separate Ballots for each Class of Claims or Interests.

h. the Debtors, unless subject to contrary order of the Court, may waive any defects or irregularities as to any particular irregular Ballot at any time, either before or after the Voting Deadline.

i. the following Ballots shall not be counted:

   i. any Ballot received after the Voting Deadline, unless the Debtors shall have granted an extension of the Voting Deadline in writing with respect to such Ballot or waived the late submission;

   ii. any Ballot that is illegible or contains insufficient information to permit the identification of the voting party;

   iii. any Ballot cast by a person or entity that does not hold a Claim or Interest in a Class that is entitled to vote to accept or reject the Plan;

iv. any Ballot cast by a Person or Entity that is not entitled to vote, even if such individual or Entity holds a Claim or Interest in a Voting Class;

v. any unsigned Ballot, provided that E-Ballots submitted on the E-Ballot Portal will be deemed to contain a legal, valid signature;

vi. any Ballot containing a vote that the Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or

vii. any Ballot transmitted to the Claims and Balloting Agent by e-mail or facsimile or other means not specifically approved herein.

V. Amendments to the Plan and Solicitation and Voting Procedures

The Debtors reserve the right, with the consent of the Plan Sponsors and in accordance with the terms of the DIP Facility, to make non-substantive or immaterial changes to the Disclosure Statement, Plan, Ballots, Combined Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, if any, and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package before their distribution.

Exhibit 2

Combined Notice

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

In re: PLENTY UNLIMITED TEXAS LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-90105 (CML) (Joint Administration Requested)

NOTICE OF (I) HEARING ON THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE JOINT PLAN OF REORGANIZATION, (II) DEADLINE TO CAST VOTES TO ACCEPT OR REJECT THE PLAN, AND (III) NOTICE OF OBJECTION AND OPT OUT RIGHTS

On March 23, 2025 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") the *Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Plan") and the proposed disclosure statement (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' proposed counsel at the address specified below and are on file with the Clerk of the Court, 515 Rusk, Houston, Texas 77002, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m. (prevailing Central Time). The Plan and the Disclosure Statement also are available for inspection, for a fee, at https://pacer.gov (account required) or, free of charge, on the Debtors' restructuring website at https://cases.stretto.com/PlentyUnlimited.[2]

A hearing on confirmation of the Plan and the adequacy of the Disclosure Statement (the "Combined Hearing") will be held before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in Courtroom 401 of the United States Bankruptcy Court, 515 Rusk Street Houston, Texas 77002, on **May 14, 2025, at [●] [a.m./p.m.] (prevailing Central Time)**, to

[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court.

Please be advised that you may participate at the hearing either in person or by an audio or video connection. Audio communication will be by use of the Court's dial-in facility. You may access the facility at **(832) 917-1510**. Once connected, you will be asked to enter the conference room number. Judge Lopez's conference room number is **590153**. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's home page. The meeting code is "**JudgeLopez**". Click the settings icon in the upper right corner and enter your name under the personal information setting. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

Please be advised: the Combined Hearing may be continued from time to time by the Bankruptcy Court or the debtors **without further notice** other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on all parties entitled to notice.

Critical Information Regarding Voting on the Plan

Voting Record Date. The voting record date was **March 23, 2025**, except as otherwise provided in the Solicitation Procedures (the "Voting Record Date"), which is the date for determining which Holders of Claims and Interests in Classes 3, 4, 5, and 7 are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is on **May 6, 2025 at 4:00 p.m. (prevailing Central Time)** (the "Voting Deadline"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you **must**: (a) follow the instructions carefully; (b) complete **all** of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtors' claims, noticing, and solicitation agent Stretto, Inc. (the "Claims and Balloting Agent"), on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote**.

Critical Information Regarding Release Opt-Out Options and Objecting to the Plan

Article VIII of the Plan contains release, exculpation, and injunction provisions, and Article VIII.D contains a Third Party Release. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

All Holders of Claims or Interests that do not (a) elect to opt out of the Third Party Release contained in Article VIII.D of the Plan; or (b) timely file with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third Party Releases contained in Article VIII.D of the Plan that is not resolved before confirmation will be deemed to have expressly, unconditionally, generally, individually, and collectively consented to the Third Party

<u>Release and discharge of all Claims and Causes of Action against the Debtors and the Released Parties. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out.</u>

Article VIII.C of the Plan contains the following Debtor Releases:

Effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, their Estates, the Reorganized Debtors, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all claims and Causes of Action, and liabilities whatsoever, including any derivative claims, asserted by or assertable on behalf of any of the Debtors, their Estates, or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that the Debtors, their Estates, or the Reorganized Debtors would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, or that any Holder of any Claim against, or Interest in, a Debtor or other Entity could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date or any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (b) any Causes of Action included in the Schedule of Retained Causes of Action; or (c) any act or omission determined by a court of competent jurisdiction to have resulted from willful misconduct, bad faith or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor Release; (c) in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after reasonable investigation by the Debtors and after due notice and opportunity for a hearing; and (f) a bar to any of the Debtors, their Estates, or the Reorganized Debtors asserting any Claim or Cause of Action released pursuant to the Debtor Release.

Article VIII.D of the Plan contains the following Third Party Release:

Effective as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each of the Released Parties from any and all Claims, Causes of Action, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or otherwise based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (b) any Causes of Action included in the Schedule of Retained Causes of Action; or (c) any act or omission determined by a court of competent jurisdiction to have resulted from willful misconduct, bad faith or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the Claims or Causes of Action released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for a hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action pursuant to the Third-Party Release.

Article VIII.E of the Plan contains the following Exculpations:

Effective as of the Effective Date, to the fullest extent permissible under applicable Law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party hereby is exculpated from any Claim or Cause of Action related to, any act or omission in connection with, relating to, or arising out of the negotiation, solicitation, confirmation, execution, or implementation (to the extent on or prior to the Effective Date) of, as applicable, the Company-Related Matters except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted bad faith, fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to

reasonably rely on the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, an Exculpated Party shall be entitled to exculpation solely for actions taken from the Petition Date through the Effective Date, and the exculpation set forth above does not exculpate (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; or (b) any Causes of Action included in the Schedule of Retained Causes of Action.

Article VIII.F of the Plan contains the following Injunction:

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims and Causes of Action, and liabilities whatsoever, including any derivative claims, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, asserted or assertable on behalf of any of the Debtors, their Estates, or the Reorganized Debtors, as applicable, that have been released, settled, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Exculpated Parties, the Released Parties, or the Virginia Property: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interest; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities, such property, or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind, except to the extent such assertions are used as a defense to Claims or Causes of Action by the Debtors arising prior to the Effective Date, against any obligation due from such Entities or against the Virginia Property or the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan (including against the Virginia Property).

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, the Released Parties, or the Virginia Property, 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 VIII.C, Article VIII.D,

Article VIII.E, and Article VIII.F 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, Reorganized Debtor, Exculpated Party, Released Party, or Virginia Property, as applicable.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect Affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Allowed Claim or Allowed Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth herein.

Article I of the Plan contains the following definitions:

"Exculpated Parties" means collectively, and in each case in its capacity as such: (a) the Debtors; (b) each independent director of the Debtors; and (c) any statutory committee appointed in the Chapter 11 Cases and its members.

"Related Party" means, with respect to any Entity, each of, and in each case in its capacity as such, such Entity's current and former directors, managers, officers, committee members, members of any governing body, advisory board members, members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, management companies, fund advisors or managers, predecessors, participants, successors, assigns, representatives, subsidiaries, Affiliates, partners, limited partners, general partners, principals, employees, agents, trustees, financial advisors, attorneys (not including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, investment advisors, consultants, and other professionals and advisors and any such Related Party's respective heirs, executors, estates, and nominees.

"Released Party" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Plan Sponsors; (d) the Bridge Facility Lenders and Bridge Facility Collateral Agent; (e) the DIP Lenders and the DIP Agent; (f) the Exit Facility Lenders and the Exit Facility Agent, if applicable; (g) New Money Investment providers; (h) each Releasing Party; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clause (a) through this clause (j); ***provided that,*** **notwithstanding the foregoing, such Persons listed on the Non-Released Parties Schedule shall not be a Released Party.**

"Releasing Party" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Plan Sponsors; (d) the Bridge Facility Lenders

and Bridge Facility Collateral Agent; (e) the DIP Lenders and DIP Agent; (f) the Exit Facility Lenders and the Exit Facility Agent; (g) New Money Investment providers; (h) all Holders of Claims or Interests that vote to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan; (i) all Holders of Claims or Interests that are deemed to accept the Plan and who do not affirmatively opt out of the releases provided in the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided in the Plan; (j) all Holders of Claims or Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan; (k) all Holders of Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not affirmatively opt out of the releases provided in the Plan; (l) each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) each Related Party of each Entity in clause (a) through this clause (m) solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through clause (m); *provided* that, in each case, an Entity shall not be a Releasing Party if it (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Release through a formal objection Filed on the docket of the Chapter 11 Cases that is not resolved before Confirmation.

Objection Deadline. The deadline for filing objections to final approval of the Disclosures Statement and confirmation of the Plan is **May 6, 2025 at 4:00 p.m. prevailing Central Time** (the "Objection Deadline"). All objections to the relief sought at the Confirmation Hearing **must**: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Southern District of Texas, and any orders of the Court; (c) state, with particularity, the legal and factual bases and nature of any objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

Debtors	Counsel to the Debtors
Plenty Unlimited Texas LLC 1461 Commerce Drive, Laramie, WY 82070 Attn: Dan Malech, Kei Nishimura Email: dmalech@plenty.ag, knishimura@plenty.ag	**Sidley Austin LLP** 787 Seventh Avenue New York, New York 10019 Attn: Anthony Grossi, Ameneh Bordi, and Weiru Fang Email: agrossi@sidley.com, abordi@sidley.com, weiru.fang@sidley.com *- and -* **Wilson Sonsini Goodrich & Rosati** 222 Delaware Ave #800 Wilmington, DE 19801 Attn: Erin Fay Email: efay@wsgr.com

United States Trustee
Office of The United States Trustee 515 Rusk St #3516, Houston, TX 77002 Attn: Andrew Jiménez

Notice of the Assumption or Rejection of Executory Contracts and Unexpired Leases and Related Procedures. Under the terms of Article V of the Plan, on the Effective Date:

Please take notice that the Plan provides that, on the Effective Date, except as otherwise provided therein, all Executory Contracts and Unexpired Leases shall be deemed assumed (the "Assumed Contracts and Leases"), without the need for any further notice to or action, separate order or approval of the Bankruptcy Court, under sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract and Unexpired Lease: (1) was rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject Filed on or before the Effective Date; or (4) is identified on the Rejection Executory Contracts and Unexpired Leases Schedule. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates of the Debtors or the Reorganized Debtors.

To the maximum extent permitted by Law, unless otherwise provided in the Plan, the transactions contemplated by the Plan shall not constitute a "change of control" or "assignment" (or terms with similar effect) under any Executory Contract or Unexpired Lease assumed pursuant to the Plan, or any other transaction, event, or matter that would (1) result in a violation, breach, or default under such Executory Contract or Unexpired Lease; (2) increase, accelerate, or otherwise alter any obligations, rights, or liabilities of the Debtors or the Reorganized Debtors under such Executory Contract or Unexpired Lease; or (3) result in the creation or imposition of a Lien upon any property or asset of the Debtors or the Reorganized Debtors pursuant to the applicable Executory Contract or Unexpired Lease. Any consent or advance notice required under such Executory Contract or Unexpired Lease in connection with the assumption thereof shall be deemed satisfied by Confirmation.

The Debtors will provide notices of proposed assumption and proposed amounts of Cure Claims to the applicable third parties. To ensure that counterparties to Executory Contracts and Unexpired Leases receive notice of assumption or rejection of their Executory Contract or Unexpired Lease (and any corresponding Cure amounts) pursuant to the Plan, the Debtors will mail a Cure Notice to counterparties to Executory Contracts and Unexpired Leases on or prior to **April 7, 2025**.

ANY OBJECTION TO THE ASSUMPTION OF AN EXECUTORY CONTRACT OR UNEXPIRED LEASE MUST BE FILED, SERVED AND ACTUALLY RECEIVED BY THE DEBTORS BY MAY 6, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME). ANY COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT DOES NOT TIMELY OBJECT TO THE PROPOSED ASSUMPTION OF SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE WILL BE DEEMED TO HAVE CONSENTED TO SUCH ASSUMPTION.

Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or Cure amount (including any request for an additional or different Cure amount) prior to the Executory Contract and Unexpired Lease Assumption Objection Deadline will be deemed to have assented to such assumption or Cure amount and any untimely request for an additional or different Cure amount shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the applicable Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court.

To the extent an Executory Contract or Unexpired Lease proposed to be assumed, including pursuant to Article V.A. of the Plan, is not listed as having a related cure cost, the cure cost for such Executory Contract or Unexpired Lease shall be deemed to be $0.00 and any counterparty to such Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption will be deemed to have consented to such assumption and deemed to release any Claim or Cause of Action for any monetary defaults under such Executory Contract or Unexpired Lease

Entry of the Confirmation Order shall constitute approval of the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan and the Rejected Executory Contracts and Unexpired Leases Schedule, pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

Article V.B of the Plan provides that Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Court by the later of thirty (30) days from (a) the date of entry of an order of the Court (including the Confirmation Order) approving such rejection, and (b) the effective date of the rejection of such Executory Contract or Unexpired Lease. For the avoidance of doubt, a Holder will only be entitled to vote on account of a Claim arising from the rejection of an Executory Contract or Unexpired Lease if the Executory Contract or Unexpired Lease is rejected and such Claim arises and is filed by the Voting Record Date.

Additional Information

Obtaining Solicitation Materials. If you would like to obtain a copy of the Disclosure Statement Order, the Plan and Disclosure Statement, the Solicitation Procedures, the Cure Notice or related documents, such materials are available free of charge by: (a) accessing the Debtors' restructuring website at https://cases.stretto.com/PlentyUnlimited; (b) writing to Plenty Unlimited Texas LLC, et al., Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; (c) calling (855) 994-4202 (toll-free) or (847) 610-7823 (international); or (d) emailing TeamPlentyUnlimited@stretto.com (with "Plenty Solicitation" in the subject line). You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at https://ecf.txsb.uscourts.gov/.

Binding Nature of the Plan:

If confirmed, the Plan shall bind all Holders of Claims and Interests to the maximum extent permitted by applicable law, whether or not such Holder will receive or retain any property or interest in property under the Plan, has filed a Proof of Claim in the chapter 11 cases or failed to vote to accept or reject the Plan or voted to reject the Plan.

Dated: [●], 2025
Houston, Texas

/s/ *[Draft]*
SIDLEY AUSTIN LLP
Duston McFaul (TX Bar No. 24003309)
1000 Louisiana Street, Suite 5900
Houston, Texas 77002
Telephone: (713) 495-4500
Facsimile: (713) 495-7799
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-and-

Anthony Grossi (*pro hac vice* pending)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

WILSON SONSINI GOODRICH & ROSATI
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Telephone: (302) 304-7600
Facsimile: (650) 493-9301
Email: efay@wsgr.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit 3

Publication Notice

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

In re:	Chapter 11
PLENTY UNLIMITED TEXAS LLC, *et al.*,[1]	Case No. 25-90105 (CML)
Debtors.	(Joint Administration Requested)

NOTICE OF (I) HEARING ON THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE JOINT PLAN OF REORGANIZATION, (II) DEADLINE TO CAST VOTES TO ACCEPT OR REJECT THE PLAN, AND (III) NOTICE OF OBJECTION AND OPT OUT RIGHTS

On March 23, 2025 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") the *Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Plan") and the proposed disclosure statement (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' proposed counsel at the address specified below and are on file with the Clerk of the Court, 515 Rusk, Houston, Texas 77002, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m. (prevailing Central Time). The Plan and the Disclosure Statement also are available for inspection, for a fee, at https://pacer.gov (account required) or, free of charge, on the Debtors' restructuring website at https://cases.stretto.com/PlentyUnlimited.[2]

A hearing on confirmation of the Plan and the adequacy of the Disclosure Statement (the "Combined Hearing") will be held before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in Courtroom 401 of the United States Bankruptcy Court, 515 Rusk Street Houston, Texas 77002, on **May 13, 2025, at** [●] **[a.m./p.m.], prevailing Central Time**, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement,

[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court.

Please be advised that you may participate at the hearing either in person or by an audio or video connection. Audio communication will be by use of the Court's dial-in facility. You may access the facility at **(832) 917-1510**. Once connected, you will be asked to enter the conference room number. Judge Lopez's conference room number is **590153**. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's home page. The meeting code is "**JudgeLopez**". Click the settings icon in the upper right corner and enter your name under the personal information setting. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The Voting Record Date is **March 23, 2025**, which is the date for determining which Holders of Claims and Interests in the Voting Classes are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is **May 6, 2025 at 4:00 p.m. (prevailing Central Time)**. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan you must: (a) follow the instructions on the Ballot carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on the Ballot so that it is actually received by the Debtors' claims, noticing and solicitation agent (the "Claims and Balloting Agent"), Stretto Inc., on or before the Voting Deadline. A failure to follow such instructions may disqualify your vote.

Plan Objection Deadline. Objections (each, an "Objection"), if any, to the Plan or the Disclosure Statement must: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Southern District of Texas, and any orders of the Court; (c) state, with particularity, the legal and factual bases and nature of any objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **May 6, 2025 at 4:00 p.m. (prevailing Central Time)**:

Debtors	**Counsel to the Debtors**
Plenty Unlimited Texas LLC 1461 Commerce Drive, Laramie, WY 82070 Attn: Dan Malech, Kei Nishimura Email: dmalech@plenty.ag, knishimura@plenty.ag	**Sidley Austin LLP** 787 Seventh Avenue New York, New York 10019 Attn: Anthony Grossi, Ameneh Bordi, and Weiru Fang Email: agrossi@sidley.com, abordi@sidley.com, weiru.fang@sidley.com *- and -* **Wilson Sonsini Goodrich & Rosati** 222 Delaware Ave #800 Wilmington, DE 19801 Attn: Erin Fay Email: efay@wsgr.com

United States Trustee
Office of The United States Trustee 515 Rusk St #3516, Houston, TX 77002 Attn: Andrew Jiménez

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D CONTAINS A THIRD PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT (A) ELECT TO OPT OUT OF THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN; OR (B) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE THIRD PARTY RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE THIRD PARTY RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Article VIII.D of the Plan contains the following Third Party Release:

Effective as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each of the Released Parties from any and all Claims, Causes of Action, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or otherwise based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (b) any Causes of Action included in the Schedule of Retained Causes of Action; or (c) any act or omission determined by a court of competent jurisdiction to have resulted from willful misconduct, bad faith or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the Claims or Causes of Action released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for a hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action pursuant to the Third-Party Release.

Article I of the Plan contains the following definitions:

"<u>Related Party</u>" means, with respect to any Entity, each of, and in each case in its capacity as such, such Entity's current and former directors, managers, officers, committee members, members of any governing body, advisory board members, members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, management companies, fund advisors or managers, predecessors, participants, successors, assigns, representatives, subsidiaries, Affiliates, partners, limited partners, general partners, principals, employees, agents, trustees, financial advisors, attorneys (not including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers,

investment advisors, consultants, and other professionals and advisors and any such Related Party's respective heirs, executors, estates, and nominees.

"<u>Released Party</u>" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Plan Sponsors; (d) the Bridge Facility Lenders and Bridge Facility Collateral Agent; (e) the DIP Lenders and the DIP Agent; (f) the Exit Facility Lenders and the Exit Facility Agent, if applicable; (g) New Money Investment providers; (h) each Releasing Party; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clause (a) through this clause (j); *provided that*, notwithstanding the foregoing, such Persons listed on the Non-Released Parties Schedule shall not be a Released Party.

"<u>Releasing Party</u>" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Plan Sponsors; (d) the Bridge Facility Lenders and Bridge Facility Collateral Agent; (e) the DIP Lenders and DIP Agent; (f) the Exit Facility Lenders and the Exit Facility Agent; (g) New Money Investment providers; (h) all Holders of Claims or Interests that vote to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan; (i) all Holders of Claims or Interests that are deemed to accept the Plan and who do not affirmatively opt out of the releases provided in the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided in the Plan; (j) all Holders of Claims or Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan; (k) all Holders of Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not affirmatively opt out of the releases provided in the Plan; (l) each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) each Related Party of each Entity in clause (a) through this clause (m) solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through clause (m); *provided* that, in each case, an Entity shall not be a Releasing Party if it (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Release through a formal objection Filed on the docket of the Chapter 11 Cases that is not resolved before Confirmation.

<u>Additional Information</u>

THE DEBTORS WILL MAIL A CURE NOTICE TO COUNTERPARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES ON OR PRIOR TO APRIL 7, 2025. ANY COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT DOES NOT OBJECT TO THE PROPOSED ASSUMPTION OF SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE BY <u>4:00 P.M. PREVAILING CENTRAL TIME ON MAY 6, 2025</u> WILL BE DEEMED TO HAVE CONSENTED TO SUCH ASSUMPTION.

<u>TO THE EXTENT AN EXECUTORY CONTRACT OR UNEXPIRED LEASE PROPOSED TO BE ASSUMED, INCLUDING PURSUANT TO ARTICLE V.A. OF THE PLAN, IS NOT LISTED AS HAVING A RELATED CURE COST, THE CURE COST FOR SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE SHALL BE DEEMED TO</u>

BE $0.00 AND ANY COUNTERPARTY TO SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT FAILS TO OBJECT TIMELY TO THE PROPOSED ASSUMPTION WILL BE DEEMED TO HAVE CONSENTED TO SUCH ASSUMPTION AND DEEMED TO RELEASE ANY CLAIM OR CAUSE OF ACTION FOR ANY MONETARY DEFAULTS UNDER SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN ARTICLE VIII OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED.

Exhibit 4

Form of Ballot

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

In re: PLENTY UNLIMITED TEXAS LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-90105 (CML) (Joint Administration Requested)

BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT PLAN OF REORGANIZATION FOR PLENTY UNLIMITED TEXAS LLC AND ITS DEBTOR AFFILIATES

HOLDERS OF CLASS [3 (BRIDGE FACILITY CLAIM) / 4 (VIRGINIA MECHANIC'S LIEN CLAIMS) / 5 (GENERAL UNSECURED CLAIMS) / 7 (EXISTING PREFERRED EQUITY INTERESTS)] [CLAIMS / INTEREST] SHOULD READ THIS ENTIRE BALLOT BEFORE COMPLETING.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND BALLOTING AGENT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON MAY 6, 2025 (THE "VOTING DEADLINE"). IF THIS BALLOT IS NOT PROPERLY COMPLETED, EXECUTED, AND RECEIVED BY THE CLAIMS AND BALLOTING AGENT ON OR BEFORE THE VOTING DEADLINE, THEN THE VOTES TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED.

YOU CAN OBTAIN COPIES IN PAPER FORMAT OF ANY SOLICITATION MATERIALS (A) FREE OF CHARGE BY (I) ACCESSING THE DEBTOR'S RESTRUCTURING WEBSITE AT HTTPS://CASES.STRETTO.COM/PLENTYUNLIMITED; (II) WRITING TO PLENTY UNLIMITED TEXAS LLC, ET AL., Ballot Processing, C/O STRETTO 410 EXCHANGE, SUITE 100, IRVINE, CA 92602; (III) CALLING (855) 994-4202 (TOLL FREE) OR (847) 610-7823 (INTERNATIONAL) AND REQUESTING TO SPEAK WITH A MEMBER OF THE SOLICITATION GROUP; OR (IV) EMAILING TEAMPLENTYUNLIMITED@STRETTO.COM; OR (B) FOR A FEE VIA PACER AT HTTPS://ECF.TXSB.USCOURTS.GOV/.

[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

Plenty Unlimited Texas LLC, and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 case, are soliciting votes with respect to the *Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. [●]] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Plan"). The United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has conditionally approved that certain *Disclosure Statement Relating to the Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. [●]] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Disclosure Statement") as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on [●], 2025 [Docket No. [●]] (the "Disclosure Statement Order").[2] Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

You are receiving this Class [●] Ballot because you are a Holder of a Class 3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests) [Claim / Interest] as of March 23, 2025 (the "Voting Record Date"). Under the terms of the Plan, Holders of Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] [Claims / Interest] are entitled to vote to accept or reject the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan. To have your vote counted, you must complete, sign, and return this Ballot by **4:00 p.m. (prevailing Central Time) on May 6, 2025 (the "Voting Deadline").**

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE. INCLUDED IN ITEM 3 OF THIS CLASS [3 (BRIDGE FACILITY CLAIM) / 4 (VIRGINIA MECHANIC'S LIEN CLAIMS) / 5 (GENERAL UNSECURED CLAIMS) / 7 (EXISTING PREFERRED EQUITY INTERESTS)] BALLOT IS A RELEASE OPT-OUT RELATED TO THE THIRD-PARTY RELEASE BY HOLDERS OF CLAIMS OR INTERESTS SET FORTH IN ARTICLE VIII.D OF THE PLAN. YOU ARE DEEMED TO HAVE CONSENTED TO THE RELEASES BY HOLDERS OF CLAIMS OR INTERESTS UNLESS YOU (A) (I) CHECK THE RELEASE OPT-OUT BOX OF THIS BALLOT; (II) COMPLETE THE CERTIFICATION IN ITEM 4 OF THIS BALLOT; AND (III) RETURN THIS BALLOT SO THAT IT IS ACTUALLY RECEIVED NO LATER THAN THE VOTING DEADLINE, OR (B) TIMELY FILE AN OBJECTION TO THE RELEASES BY HOLDERS OF CLAIMS OR INTERESTS. BY ELECTING TO OPT OUT OF THE RELEASE SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE

[2] Capitalized terms used but not otherwise defined herein shall have the same meanings set forth in the Plan, Disclosure Statement, or Disclosure Statement Order, as applicable.

PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Your rights are further described in the Plan and Disclosure Statement and related materials, which were included in the package (the "Solicitation Package") you are receiving with this Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] Ballot. If you would like paper copies of the Plan and Disclosure Statement and other Solicitation Materials, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Stretto, Inc. (the "Claims and Balloting Agent") by: (i) accessing the Debtors' restructuring website at https://cases.stretto.com/PlentyUnlimited; (ii) writing to Plenty Unlimited Texas LLC, et al., Ballot Processing, c/o Stretto 410 Exchange, Suite 100, Irvine, CA 92602; (iii) calling (855) 994-4202 (toll-free) or (847) 610-7823 (international) and requesting to speak with a member of the solicitation group; or (c) emailing TeamPlentyUnlimited@stretto.com; or (b) for a fee via PACER at https://ecf.txsb.uscourts.gov/.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan, opting out of the Releases by Holders of Claims or Interests, and making certain certifications with respect to the Plan. If you believe you have received this Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Claims and Balloting Agent immediately at the address, or telephone number set forth above.

You should review the Disclosure Statement and the Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your [Claim/Interest]. Your [Claim/Interest] has been placed in Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] under the Plan. If you hold Claims or Interest in more than one Class, you will receive a ballot for each Class in which you are entitled to vote. **THE DEBTORS AND THE AND BALLOTING AGENT ARE NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE**.

PLEASE SUBMIT YOUR BALLOT BY ONLY ONE OF THE FOLLOWING METHODS:

Via Paper Ballot. Complete, sign, and date this Ballot and return it (with an original signature) promptly in the envelope provided or:

If by First Class mail:

Plenty Unlimited Texas LLC, et al., Ballot Processing
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

If by overnight courier or hand delivery:

Plenty Unlimited Texas LLC, et al., Ballot Processing
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

OR

Via E-Ballot Portal. Submit your Ballot via the Claims and Balloting Agent's online portal (the "E-Ballot Portal"), by visiting https://cases.stretto.com/PlentyUnlimited. Click on the "File a Ballot" section of the Debtors' website and follow the instructions to submit your E-Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot:

Unique E-Ballot Password: ___________________________________

"E-Balloting" is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile or email will not be counted. Each E-Ballot Password is to be used solely for voting only those [Claims / Interests] described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot Password you receive, as applicable.

Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

Item 1. Amount of [Claim/Interest].

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] [Claim(s)/Interest(s)] in the following aggregate unpaid principal amount:

Voting Class	Description	Amount
Class [●]	[●]	$[●]

Item 2. Vote on Plan.

The Holder of the Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] [Claim / Interest] set forth in Item 1 votes to (please check only one box):

☐	**ACCEPT** (vote FOR) the Plan	☐	**REJECT** (vote AGAINST) the Plan

Item 3. Important information regarding the Third Party Release and Opt Out Rights.

IF YOU ARE A "RELEASED PARTY" OR YOU VOTE TO ACCEPT THE PLAN AND DO NOT OTHERWISE OPT-OUT, YOU SHALL BE A "RELEASING PARTY" UNDER THE PLAN, AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE PROVISIONS CONTAINED IN THE PLAN. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

The Holder of the Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] [Claim / Interest] against the Debtors set forth in Item 1 elects to: ☐ **OPT OUT** of the Third Party Release set forth in Article VIII.D of the Plan

Article VIII.D of the Plan contains the following Third Party Release:

Effective as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each of the Released Parties from any and all Claims, Causes of Action, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or otherwise based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (b) any Causes of Action included in the Schedule of Retained Causes of Action; or (c) any act or omission determined by a

court of competent jurisdiction to have resulted from willful misconduct, bad faith or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the Claims or Causes of Action released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for a hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action pursuant to the Third-Party Release.

Article I of the Plan contains the following definitions:

"<u>Related Party</u>" means, with respect to any Entity, each of, and in each case in its capacity as such, such Entity's current and former directors, managers, officers, committee members, members of any governing body, advisory board members, members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, management companies, fund advisors or managers, predecessors, participants, successors, assigns, representatives, subsidiaries, Affiliates, partners, limited partners, general partners, principals, employees, agents, trustees, financial advisors, attorneys (not including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, investment advisors, consultants, and other professionals and advisors and any such Related Party's respective heirs, executors, estates, and nominees.

"<u>Released Party</u>" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Plan Sponsors; (d) the Bridge Facility Lenders and Bridge Facility Collateral Agent; (e) the DIP Lenders and the DIP Agent; (f) the Exit Facility Lenders and the Exit Facility Agent, if applicable; (g) New Money Investment providers; (h) each Releasing Party; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clause (a) through this clause (j); *provided that*, notwithstanding the foregoing, such Persons listed on the Non-Released Parties Schedule shall not be a Released Party.

"<u>Releasing Party</u>" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Plan Sponsors; (d) the Bridge Facility Lenders and Bridge Facility Collateral Agent; (e) the DIP Lenders and DIP Agent; (f) the Exit Facility Lenders and the Exit Facility Agent; (g) New Money Investment providers; (h) all Holders of Claims or Interests that vote to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan; (i) all Holders of Claims or Interests that are deemed to accept the Plan and who do not affirmatively opt out of the releases provided in the Plan

by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided in the Plan; (j) all Holders of Claims or Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan; (k) all Holders of Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not affirmatively opt out of the releases provided in the Plan; (l) each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) each Related Party of each Entity in clause (a) through this clause (m) solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through clause (m); *provided* that, in each case, an Entity shall not be a Releasing Party if it (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Release through a formal objection Filed on the docket of the Chapter 11 Cases that is not resolved before Confirmation.

<u>Item 4. Certifications</u>

By Signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

1. that as of the Voting Record Date, the undersigned is either: (a) the Holder of the Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] [Claim(s) / Interests] being voted or (b) an authorized signatory such Holder;

2. that it has received the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

3. that it has cast the same vote with respect to all Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

4. that no other Ballots with respect to the amount of the Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such [Claim(s) / Interest(s)], then any such Ballots dated earlier are hereby revoked;

5. it acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of the Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

6. that it understands and, if accepting the Plan, agrees with the treatment provided under the Plan for the Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] held by it or the Holder on whose behalf it is submitting this Ballot, as applicable;

7. that it understands that, if it casts a vote to accept the Plan and does not complete the Release Opt-Out in Item 3, it or the Holder on whose behalf it is submitting this Ballot, as

applicable, shall be a "Releasing Party" under the Plan (unless such Holder is already a "Releasing Party" by virtue of being a "Released Party");

8. that it acknowledges and understands that (a) if no Holders of Claims or Interests eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims or Interest in such Class and (b) any Class of Claims or Interest that does not have a Holder of an Allowed Claim or Interest or a Claim or Interest temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing may be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

9. that it acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary and that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Name of Holder: ____
(Print or Type)

Signature: ____

Name of Signatory:[3] ____
(If other than Holder)

Title: ____

Address: ____

____

____

Telephone Number: ____

Email: ____

Date Completed: ____

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY IN ACCORDANCE WITH

[3] If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

ONE OF THE APPROVED SUBMISSION METHODS DESCRIBED ABOVE. YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON MAY 6, 2025

IF THE CLAIMS AND BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT BY MAY 6, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME), AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTOR.

Instructions for Completing Ballots

1. The Debtors are soliciting the votes of Holders of Claims and Interests with respect to the Plan. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THE BALLOT.**

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by (i) the Holders of Claims of at least two-thirds in total dollar amount and more than one-half in number of Claims that actually vote on the Plan, or (ii) the Holders of Interests of at least two-thirds in amount of the Interests of such class that actually vote on the Plan, and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

3. To ensure your Ballot is counted, you **must** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**

4. If you believe you have received the wrong Ballot, you should contact the Claims and Balloting Agent immediately at the address, telephone number, or email address set forth below.

5. **Use of Ballot**. To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

6. Your Ballot **must** be returned to the Claims and Balloting Agent so as to be actually received by the Claims and Balloting Agent on or before the Voting Deadline. The Voting Deadline is **4:00 p.m. (prevailing Central Time) on May 6, 2025**.

7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtor. Additionally, the following Ballots will not be counted:

   a. any Ballot that partially rejects and partially accepts the Plan;

b. Ballots sent to the Debtors, the Debtors' agents (other than the Claims and Balloting Agent), or to the Debtors' financial or legal advisors, and if so sent will not be counted;

c. any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;

d. Ballots sent by electronic mail or facsimile;

e. any Ballot cast by a person who does not hold, or represent a person that holds, a Claim in [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)];

f. any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;

g. any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed signed);

h. any non-original Ballot (for the avoidance of doubt, Ballots validly submitted through the E-Ballot Portal will be deemed original); and/or

i. any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept the Plan.

8. The method of delivery of Ballots to the Claims and Balloting Agent is at the election and risk of each Holder of a Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)]. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Balloting Agent actually receives the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

9. If multiple Ballots are received from the same Holder of a Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] with respect to the same Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.

10. You must vote all of your Class [3 (Bridge Facility Claim) / 4 (Virginia Mechanic's Lien Claims) / 5 (General Unsecured Claims) / 7 (Existing Preferred Equity Interests)] either to accept or reject the Plan and may not split your vote.

11. This Ballot does **<u>not</u>** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

12. **<u>Please be sure to sign and date your Ballot</u>**. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when

signing and, if required or requested by the Claims and Balloting Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the ballot.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND BALLOTING AGENT AT:

U.S. TOLL FREE: (855) 994-4202

INTERNATIONAL: (847) 610-7823

EMAIL: TEAMPLENTYUNLIMITED@STRETTO.COM

PLEASE SUBMIT YOUR BALLOT PROMPTLY

IF THE CLAIMS AND BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON MAY 6, 2025 AT 4:00 P.M. PREVAILING CENTRAL TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTOR.

Exhibit 5

Notice of Non-Voting Status and Release Opt-Out

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

In re:	Chapter 11
PLENTY UNLIMITED TEXAS LLC, *et al.*,[1]	Case No. 25-90105 (CML)
Debtors.	(Joint Administration Requested)

NOTICE OF NON-VOTING STATUS

On [●], 2025, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors"), to solicit acceptances for the *Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. [●]] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Plan"); (b) conditionally approving the *Disclosure Statement Relating to the Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. [●]] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Disclosure Statement")[2] as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

Because of the nature and treatment of your Claim under the Plan, **you are not entitled to vote on the Plan**. Specifically, under the terms of the Plan, as a holder of a Claim (as currently asserted against the Debtors) unimpaired under the Plan, and conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code or (b) impaired under the Plan, and conclusively presumed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, you are **not** entitled to vote on the Plan.

The hearing at which the Bankruptcy Court will consider both final approval of the Disclosure Statement and confirmation of the Plan (the "Combined Hearing") will commence on **May 14, 2025, at [●] [a.m./p.m.] prevailing Central Time**, before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in Courtroom 401 of the United States Bankruptcy Court,

[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Plan or the Disclosure Statement, as applicable.

515 Rusk Street, Houston, Texas 77002. **Please be advised that you may participate at the hearing either in person or by an audio or video connection.** Audio communication will be by use of the Court's dial-in facility. You may access the facility at **(832) 917-1510**. Once connected, you will be asked to enter the conference room number. Judge Lopez's conference room number is **590153**. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's home page. The meeting code is "**JudgeLopez**". Click the settings icon in the upper right corner and enter your name under the personal information setting. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

The deadline for filing objections to final approval of the Disclosures Statement and confirmation of the Plan is **May 6, 2025, at 4:00 p.m. prevailing Central Time** (the "Objection Deadline"). Any objection to the relief sought at the Combined Hearing **must**: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Southern District of Texas, and any orders of the Court; (c) state, with particularity, the legal and factual bases and nature of any objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Bankruptcy Court on or before the Objection Deadline.

If you would like to obtain a copy of the Disclosure Statement Order, the Plan and Disclosure Statement, the Solicitation Procedures, or related documents, such materials are available free of charge by: (a) accessing the Debtors' restructuring website at https://cases.stretto.com/PlentyUnlimited; (b) writing to Plenty Unlimited Texas LLC, et al., Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; (c) calling (855) 994-4202 (toll-free) or (847) 610-7823 (international); or (d) emailing TeamPlentyUnlimited@stretto.com. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at https://ecf.txsb.uscourts.gov/ (a PACER account is required).

Important information regarding the Third Party Release and Opt Out Rights.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D CONTAINS A THIRD PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT ELECT TO OPT OUT OF THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN USING THE ENCLOSED RELEASE OPT-OUT FORM OR BY FILING AN OBJECTION TO THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN ON OR BEFORE THE RELEASE OPT-OUT DEADLINE WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION RELEASED THEREUNDER AGAINST THE

DEBTORS AND OTHER RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASE SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY.

Dated: [●], 2025
Houston, Texas

/s/ *[Draft]*
SIDLEY AUSTIN LLP
Duston McFaul (TX Bar No. 24003309)
1000 Louisiana Street, Suite 5900
Houston, Texas 77002
Telephone: (713) 495-4500
Facsimile: (713) 495-7799
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-and-

Anthony Grossi (*pro hac vice* pending)
Ameneh Bordi (*pro hac vice* pending)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Email: efay@wsgr.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

RELEASE OPT-OUT FORM

You are receiving this release opt out form (the "Release Opt-Out Form") because you are or may be a Holder of a Claim or Interest that is not entitled to vote on the *Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* (as modified, amended, or supplemented from time to time, the "Plan"). Except as otherwise set forth in the definition of Releasing Party in the Plan, Holders of Claims or Interests are deemed to grant the Third Party Release set forth in Article VIII.D (the "Third Party Release"), unless a Holder (a) affirmatively opts out of the Third Party Release by completing and returning this form in accordance with the directions herein or (b) files an objection to the Third Party Release that is not resolved before confirmation of the Plan on or before **May 6, 2025, at 4:00 p.m. prevailing Central Time** (the "Release Opt-Out Deadline").

If you believe you are a Holder of a Claim or Interest with respect to the Debtors and choose to opt out of the Third-Party Release set forth in Article VIII.D of the Plan, please promptly complete, sign, and date this Release Opt-Out Form and return it via first class mail, overnight courier, the Claims and Balloting Agent's online E-Ballot Portal, or hand delivery to Stretto (the "Claims and Balloting Agent") at the address set forth below. Parties that submit their Release Opt-Out Form using the E-Ballot Portal should **NOT** also submit a paper Release Opt-Out Form.

THIS RELEASE OPT-OUT FORM MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND BALLOTING AGENT BY THE RELEASE OPT-OUT DEADLINE. IF THE RELEASE OPT-OUT FORM IS RECEIVED AFTER THE RELEASE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED.

Item 1. Important information regarding the Third Party Release and Opt Out Rights.

Article VIII.D of the Plan contains the following Third Party Release:

Effective as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, to the fullest extent allowed by applicable law, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each of the Released Parties from any and all Claims, Causes of Action, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, in law (or any applicable rule, statute, regulation, treaty, right, duty or requirement), equity, contract, tort, or otherwise, that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or otherwise based on or relating to, or in any manner arising from, in whole or in part, the Company-Related Matters. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising pursuant to or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (b) any Causes of Action included in the Schedule of Retained Causes of Action; or (c) any act or omission determined by a

court of competent jurisdiction to have resulted from willful misconduct, bad faith or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the Claims or Causes of Action released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for a hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action pursuant to the Third-Party Release.

Article I of the Plan contains the following definitions:

"Related Party" means, with respect to any Entity, each of, and in each case in its capacity as such, such Entity's current and former directors, managers, officers, committee members, members of any governing body, advisory board members, members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, management companies, fund advisors or managers, predecessors, participants, successors, assigns, representatives, subsidiaries, Affiliates, partners, limited partners, general partners, principals, employees, agents, trustees, financial advisors, attorneys (not including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, investment advisors, consultants, and other professionals and advisors and any such Related Party's respective heirs, executors, estates, and nominees.

"Released Party" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Plan Sponsors; (d) the Bridge Facility Lenders and Bridge Facility Collateral Agent; (e) the DIP Lenders and the DIP Agent; (f) the Exit Facility Lenders and the Exit Facility Agent, if applicable; (g) New Money Investment providers; (h) each Releasing Party; (i) each current and former Affiliate of each Entity in clause (a) through the following clause (j); and (j) each Related Party of each Entity in clause (a) through this clause (j); *provided that*, notwithstanding the foregoing, such Persons listed on the Non-Released Parties Schedule shall not be a Released Party.

"Releasing Party" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Plan Sponsors; (d) the Bridge Facility Lenders and Bridge Facility Collateral Agent; (e) the DIP Lenders and DIP Agent; (f) the Exit Facility Lenders and the Exit Facility Agent; (g) New Money Investment providers; (h) all Holders of Claims or Interests that vote to accept the Plan and who do not affirmatively opt out of the releases provided by the Plan; (i) all Holders of Claims or Interests that are deemed to accept the Plan and who do not affirmatively opt out of the releases provided in the Plan

by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided in the Plan; (j) all Holders of Claims or Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan; (k) all Holders of Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not affirmatively opt out of the releases provided in the Plan; (l) each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) each Related Party of each Entity in clause (a) through this clause (m) solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through clause (m); *provided* that, in each case, an Entity shall not be a Releasing Party if it (x) elects to opt out of the Third-Party Release or (y) timely objects to the Third-Party Release through a formal objection Filed on the docket of the Chapter 11 Cases that is not resolved before Confirmation.

AS A HOLDER OF A CLAIM AGAINST THE DEBTORS, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE, AND EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENT TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION RELEASED THEREUNDER AGAINST THE DEBTORS AND OTHER RELEASED PARTIES.

YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN ONLY IF (A) YOU CHECK THE BOX BELOW AND SUBMIT THE RELEASE OPT-OUT FORM BY THE RELEASE OPT-OUT DEADLINE OR (B) YOU FILE AN OBJECTION TO THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN PRIOR TO THE OBJECTION DEADLINE AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

BY OPTING OUT OF THE RELEASE SET FORTH IN ARTICLE VIII.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN TO THE EXTENT YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

RELEASE OPT-OUT ELECTION. YOU MAY ELECT TO OPT OUT OF THE THIRD PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN BY CHECKING THE BOX BELOW:

☐ **OPT OUT** of the Third Party Release set forth in Article VIII.D of the Plan

Item 2. Certifications.

By signing this Release Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that, as of March 23, 2025, either: (i) the undersigned is the Holder of a Claim or Interest; or (ii) the undersigned is an authorized signatory for an Entity or Person that is the Holder of a Claim or Interest;

b. that the Holder has received a copy of the *Notice of Non-Voting Status* and that this Release Opt-Out Form is made pursuant to the terms and conditions set forth therein;

c. that the undersigned has made the same election with respect to all Claims or Interests in a single class; and

d. that no other Release Opt-Out Form has been submitted with respect to the Holder's Claims or Interests, or, if any other Release Opt-Out Forms have been submitted with respect to such Claims, such Release Opt-Out Forms are hereby revoked.

Name of Holder: ____
(Print or Type)

Signature: ____

Name of Signatory: ____
(If other than Holder)

Title: ____

Address: ____

____

____

Telephone Number: ____

Email: ____

Date Completed: ____

IF YOU HAVE MADE THE RELEASE ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OPT-OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW:

First Class Mail: Plenty Unlimited Texas LLC, et al., Ballot Processing c/o Stretto 410 Exchange, Suite 100 Irvine, CA 92602
If by overnight courier or hand delivery: Plenty Unlimited Texas LLC, et al., Ballot Processing c/o Stretto 410 Exchange, Suite 100 Irvine, CA 92602
By electronic, online submission: Please visit https://cases.stretto.com/PlentyUnlimited. Click on the "Release Opt-Out Form" section of the Debtors' website and follow the directions to submit your Release Opt-Out Form. If you choose to submit your Release Opt-Out Form via Stretto's E-Ballot system, you should not also return a hard copy of your Opt-Out Form. **IMPORTANT NOTE**: You will need the following information to retrieve and submit your customized electronic Release Opt-Out Form: **Unique E-Ballot Password: ____________________** "E-Balloting" is the sole manner in which this Release Opt-Out Form will be accepted via electronic or online transmission. Release Opt-Out Forms submitted by facsimile or email will not be counted.

THE RELEASE OPT-OUT DEADLINE IS 4:00 P.M. PREVAILING CENTRAL TIME ON MAY 6, 2025. THE CLAIMS AND BALLOTING AGENT MUST *ACTUALLY RECEIVE* YOUR RELEASE OPT-OUT ELECTION ON OR BEFORE THE RELEASE OPT-OUT DEADLINE.

Exhibit 6

Cure Notice

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

In re:	Chapter 11
PLENTY UNLIMITED TEXAS LLC, *et al.*,[1]	Case No. 25-90105 (CML)
Debtors.	(Joint Administration Requested)

NOTICE OF (A) POTENTIAL EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED BY THE DEBTORS PURSUANT TO THE PLAN, (B) CURE AMOUNTS, IF ANY, AND (C) RELATED PROCEDURES IN CONNECTION THEREWITH

On [●], 2025, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered an order [Docket No. [●]] (the "Disclosure Statement Order"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors"), to solicit acceptances for the *Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. [●]] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Plan"); (b) conditionally approving the *Disclosure Statement Relating to the Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. [●]] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Disclosure Statement")[2] as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

The Debtors have filed this notice (the "Cure Schedule") with the Court, which indicates the potential Executory Contracts and Unexpired Leases that the Debtors may potentially assume in connection with the Plan, listed in **Exhibit 1** attached hereto.[3]

[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Plan or the Disclosure Statement, as applicable.

[3] Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Cure Notice, nor anything contained in the Plan or each Debtor's schedule of assets and liabilities, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, that any Debtors or the Reorganized Debtors has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtors or the Reorganized Debtors, as applicable, expressly reserve the right to (a) alter, amend, modify, or supplement the Potential Assumption Schedule or the

The Debtors' determination to assume the agreements identified on the Cure Schedule is subject to ongoing review, revision, and further negotiation among the Debtors and interested parties with respect thereto, and to the extent the Debtors decide to reject any agreements, such agreements shall be included on the Debtors' *Rejected Executory Contracts and Unexpired Leases Schedule*, to be filed with the Plan Supplement, on or before May 1, 2025.

The hearing at which the Court will consider the adequacy of the Disclosure Statement and Confirmation of the Plan (the "Combined Hearing") will commence on **May 14, 2025, at [●] [a.m./p.m.]**, prevailing Central Time, before the Honorable Christopher M. Lopez, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street, Courtroom 401, Houston, Texas, 77002.[4]

You are receiving this Cure Notice because the Debtors' records reflect that you are a party to a contract that is listed on the Cure Notice. Therefore, you are advised to carefully review the information contained in this notice and the related provisions of the Plan, including the Cure Schedule.

Section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have conducted a thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed in **Exhibit 1** hereto. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtors believe that there is no cure amount outstanding ($0.00) for such contract or lease.

PLEASE TAKE NOTICE THAT THE DEBTORS ARE PROPOSING A GLOBAL COMPROMISE AND SETTLEMENT WITH RESPECT TO HOLDERS OF CLAIMS IN CLASS 4 (VIRGINIA MECHANIC'S LIEN CLAIMS), PURSUANT TO WHICH ANY CONTRACT BETWEEN A HOLDER OF A MECHANIC'S LIEN CLAIM AND THE DEBTORS SHALL BE DEEMED TO HAVE A CURE AMOUNT OF $0.00 (WITH THE HOLDER OF SUCH CLAIM RECEIVING THE TREATMENT PROVIDED FOR IN ARTICLE III.B.4 OF THE PLAN IN FULL AND FINAL SATISFACTION OF SUCH CLAIM). ANY COUNTERPARTY TO SUCH EXECUTORY CONTRACT THAT FAILS TO OBJECT TIMELY TO THE PROPOSED ASSUMPTION WILL BE DEEMED TO

Rejected Executory Contract and Unexpired Leases Schedule identified in Article V of the Plan and in the Plan Supplement through the Effective Date, or, if later, after a determination is made by the Court regarding a disputed cure Claim amount, and (b) contest any Claim (or cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

[4] The Debtors may elect to pursue the sale transaction contemplated by the *Debtors' Emergency Motion for Entry of an Order (I)(A) Approving Bid Procedures and Authorizing Sale Transaction; (B) Approving the Selection of Stalking Horse Bidder and Authorizing the Debtors' Entry Into the Stalking Horse Agreement; (C) Scheduling Auction and Sale Hearing; (D) Approving Sale Notices; (E) Approving Assumption and Assignment Procedures; and (II) Granting Related Relief*, filed contemporaneously herewith, in lieu of seeking confirmation of the Plan at the Combined Hearing. In such event, any contract counterparties shall be bound by the cure amounts and procedures set forth in the Debtors' *Notice of Cure Amounts and Assumption and Assignment of Executory Contracts and Unexpired Leases In Connection With Sale Transaction* (as amended, supplemented, or modified from time to time).

HAVE CONSENTED TO SUCH ASSUMPTION AND DEEMED TO RELEASE ANY CLAIM OR CAUSE OF ACTION FOR ANY MONETARY DEFAULTS UNDER SUCH EXECUTORY CONTRACT.

Absent any pending dispute and except as otherwise provided herein or in the Plan, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified in **Exhibit 1** will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitations described in Article V of the Plan, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree (including as indicated in the preceding paragraph). In the event of a dispute, however, payment of the cure amount would be made following the entry of a final order(s) resolving the dispute and approving the assumption. If an objection to the proposed assumption or related cure amount is sustained by the Court, however, the Debtors may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it.[5]

The deadline for filing objections to the Plan is **May 6, 2025, at 4:00 p.m. (**prevailing Central Time) (the "Plan Objection Deadline"). Any objection to the Plan (a "Plan Objection") ***must***: (a) be in writing; (b) conform to the Bankruptcy Code, Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of the objection(s) and, if practicable, propose modification(s) to the Plan that would resolve such objection; and (d) be filed with the Court on or before the Plan Objection Deadline.

The deadline for filing objections relating solely to any assumption of an Executory Contract or Unexpired Lease as contemplated in the Plan Supplement is **May 6, 2025, at 4:00 p.m.** (prevailing Central Time) (the "Executory Contract and Unexpired Lease Assumption Objection Deadline"). Any such objection (an "Assumption Objection") to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Code, Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of the objection(s); and (d) be filed with the Court on or before the Executory Contract and Unexpired Lease Assumption Objection Deadline.

Any Assumption Objections in connection with the assumption of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related cure or adequate assurances proposed in connection therewith that remain unresolved as of the Combined Hearing will be heard at a date fixed by the Court, to be determined.

PLEASE TAKE FURTHER NOTICE THAT any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption and cure amount.

[5] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs.

PLEASE TAKE FURTHER NOTICE THAT ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE OF THE DEBTORS OR REORGANIZED DEBTORS ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT.

If you would like to obtain a copy of the Disclosure Statement Order, the Plan and Disclosure Statement (including the Plan Supplement), the Solicitation Procedures, Potential Assumption Schedule, or related documents, such materials are available free of charge by: (a) accessing the Debtors' restructuring website at https://cases.stretto.com/PlentyUnlimited; (b) writing to Plenty Unlimited Texas LLC, et al., Ballot Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; (c) calling (855) 994-4202 (toll-free) or (847) 610-7823 (international); or (d) emailing TeamPlentyUnlimited@stretto.com (with "Plenty Solicitation" in the subject line). You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at https://ecf.txsb.uscourts.gov/.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY.

IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICE AND CLAIMS AGENT.

Dated: [●], 2025
Houston, Texas

/s/ *[Draft]*
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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit 1

Cure List