United States Bankruptcy Court
Southern District of Texas
ENTERED
May 15, 2025
Nathan Ochsner, Clerk

**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.	(Jointly Administered)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING DISCLOSURE STATEMENT ON A FINAL BASIS AND (II) CONFIRMING THE SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PLENTY UNLIMITED TEXAS LLC AND ITS DEBTOR AFFILIATES

WHEREAS, on March 23, 2025, Plenty Unlimited Texas LLC and its debtor affiliates in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), as debtors and debtors in possession (the "Debtors"), proposed and filed the *Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and its Debtor Affiliates* [Docket No. 26] (the "Initial Plan", and together with the First Amended Plan, Second Amended Plan, and as supplemented and as otherwise amended in accordance with the terms thereof and this Confirmation Order, the "Plan"),[2] and filed the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and its Debtor Affiliates* [Docket No. 27] (the "Disclosure Statement");

WHEREAS, on March 24, 2025, after notice and hearing, this Bankruptcy Court entered the *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing; (II) Conditionally Approving the Disclosure Statement, (III) Establishing*

[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 meanings ascribed to such terms in the Plan and the Confirmation Brief (as defined herein), as applicable.

a Plan and Disclosure Statement Objection Deadline and Related Procedures; (IV) Approving the Solicitation Procedures; (V) Approving the Combined Notice; (VI) Approving the Rights Offering Procedures and Related Materials; and (VI) Granting Related Relief [Docket No. 56] and as modified on April 1, 2025 [Docket No. 123] (the "Solicitation Procedures Order"), which, among other things, (i) conditionally approved the Disclosure Statement (to the extent required by section 1125(b) of the Bankruptcy Code), (ii) approved the solicitation procedures with respect to the Plan (the "Solicitation Procedures"), and (iii) scheduled a hearing on May 14, 2025 at 1:00 p.m. (prevailing Central Time) to consider final approval of the Disclosure Statement and confirmation of the Plan (the "Confirmation Hearing").

WHEREAS, the Debtors, through their claims and balloting agent, Stretto, Inc. (the "Claims and Balloting Agent"), duly caused the transmittal of the (a) solicitation materials, including the: (i) Disclosure Statement; (ii) Plan; (iii) ballots (the "Ballots"); (iv) solicitation procedures attached to the Solicitation Procedures Order as Exhibit 1 (the "Solicitation Procedures"); and (v) notice of the Confirmation Hearing (the "Combined Notice," and collectively with the Ballots, Solicitation Procedures, Combined Notice, the "Solicitation Package"); and (b) non-voting status materials, including (i) the notice of non-voting status (the "Notice of Non-Voting Status"); (ii) release opt-out form (the "Release Opt-Out Form"); and (iii) Combined Notice (collectively with the Notice of Non-Voting Status, Combined Notice, the "Non-Voting Status Package") to Holders of Claims and Interests in accordance with the Solicitation Procedures Order, as described in the *Declaration of Angela Tsai of Stretto, Inc. Regarding the Solicitation and Tabulation of Ballots Cast on the Second Amended Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates*, filed on May 12, 2025 [Docket No. 342] (the "Tabulation Declaration");

WHEREAS, on May 2, 2025, the Claims and Balloting Agent duly caused the transmittal of the Class 4 Opt-Out Form in accordance with the Class 4 Opt-Out Procedures as set forth in Article IV.A(j) of the Plan. *See* Tabulation Declaration ¶ 13-14.

WHEREAS, on March 29, 2025 and April 2, 2025, respectively, the Debtors, through the Claims and Balloting Agent, caused to be published in the *New York Times, National Edition* and *Richmond Times-Dispatch* the Publication Notice as set forth in the *Affidavit of Publication of the 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*, filed on April 15, 2025 [Docket No. 193] (the "Publication Affidavit");

WHEREAS, due and proper notice of the Confirmation Hearing was given to holders of Claims and Interests and all other parties in interest in compliance with chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "Local Rules"), and the Solicitation Procedures Order, as established by the Tabulation Declaration and the affidavits of service, mailing, and publication filed with this Bankruptcy Court, including the Publication Affidavit, and such notice being sufficient under the circumstances and no further notice being required;

WHEREAS, on April 23, 2025 the Bankruptcy Court entered the *Order (I) Approving the Rights Offering Procedures and Related Materials, (II) Scheduling Certain Dates Related Thereto, and (III) Granting Related Relief* [Docket No. 233] (the "Rights Offering Order").

WHEREAS, on May 7 and 8, 2025, the Claims and Balloting Agent duly caused the transmittal of the Rights Offering Procedures and Subscription Form (as defined in the Rights Offering Procedures) to Holders of Claims and Interests in Class 3, Class 4, Class 5, and Class 7 as of the Record Date in accordance with the Rights Offering Order;

WHEREAS, on May 1, 2025, the Debtors filed the *Notice of Filing of Plan Supplement* [Docket No. 283] ("Initial Plan Supplement");

WHEREAS, on May 2, 2025, the Debtors filed the *First Amended Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. 289] and the *Notice of Filing of Redline of the First Amended Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas and Its Debtor Affiliates* [Docket No. 290];

WHEREAS, on May 2, 2025, the Debtors filed the *Notice of Filing of Amended Plan Supplement* [Docket No. 291] (the "First Amended Plan Supplement");

WHEREAS, on May 12, 2025, the Debtors filed the *Second Amended Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. 339] annexed hereto as **Exhibit A** and the *Notice of Filing of Redline of the Second Amended Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas and Its Debtor Affiliates* [Docket No. 340];

WHEREAS, on May 12, 2025, the Debtors filed the *Notice of Filing of Second Amended Plan Supplement* [Docket No. 341] (together with the Initial Plan Supplement, First Amended Plan Supplement, and as may be further amended or supplemented, the "Plan Supplement");

WHEREAS, on May 12, 2025, the Debtors filed the Tabulation Declaration;

WHEREAS, on May 12, 2025, the Debtors filed the (i) *Memorandum of Law in Support of (I) Final Approval of the Disclosure Statement, and (II) Confirmation of the Second Amended Joint Plan of Reorganization of Plenty Unlimited Texas LLC and its Debtor Affiliates* [Docket No. 346] (the "Confirmation Brief"), the (ii) *Declaration of Colin Adams in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Second Amended Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and its Debtor Affiliates* [Docket No. 345] (the "Adams Declaration"), the (iii) *Declaration of Philip Engel in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Second Amended Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and its Debtor Affiliates* [Docket No. 343] (the "Engel Declaration"); and the (iv) *Declaration of Ann Livermore in Support of Confirmation of the Second Amended Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. 344] (the "Livermore Declaration" and together with the foregoing declarations, the "Supporting Declarations");

WHEREAS, on May 14, 2025, the United States Bankruptcy Court for the Southern District of Texas (this "Bankruptcy Court") held the Confirmation Hearing;

WHEREAS, this Bankruptcy Court has reviewed the Plan, the Disclosure Statement, the Solicitation Procedures, Solicitation Package, Non-Voting Status Package, and Class 4 Opt-Out Form, the Plan Supplement, the Tabulation Declaration, the Confirmation Brief, the Supporting Declarations, and all filed pleadings, declarations, affidavits, certificates, exhibits, statements, and comments regarding final approval of the Disclosure Statement and confirmation of the Plan, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;

WHEREAS, this Bankruptcy Court has considered the Restructuring Transactions incorporated and described in the Plan and Plan Supplement, as applicable;

WHEREAS, this Bankruptcy Court has heard the statements and arguments made by counsel with respect to the approval of the requested relief in the *Debtors' Emergency Motion for Entry of an 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 (VIII) Granting Related Relief* [Docket No. 30].

WHEREAS, this Bankruptcy Court has reviewed the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in Article VIII of the Plan;

WHEREAS, this Bankruptcy Court has heard the statements and arguments made by counsel in respect of final approval of the Disclosure Statement and confirmation of the Plan and considered all oral representations, testimony, documents, filings, and other evidence regarding the same;

WHEREAS, this Bankruptcy Court has fully considered the entire record of the Confirmation Hearing;

WHEREAS, this Bankruptcy Court is familiar with and has taken judicial notice of the entire record of these Chapter 11 Cases;

WHEREAS, any objections to final approval of the Disclosure Statement or confirmation of the Plan have been settled, withdrawn, resolved, or overruled on the merits by this Bankruptcy Court; and

NOW, THEREFORE, after due deliberation and sufficient cause appearing therefor, this Bankruptcy Court hereby FINDS, DETERMINES, CONCLUDES, and ORDERS as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings of Fact and Conclusions of Law.

1. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute this Bankruptcy Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding.

2. This Bankruptcy Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Approval of the Disclosure Statement and confirmation of the Plan are core proceedings pursuant to 28 U.S.C. § 157(b) and this Bankruptcy Court has jurisdiction to enter a final order with respect thereto. Venue is proper before this Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtors were and are eligible debtors under section 109 of the Bankruptcy Code. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

C. Chapter 11 Cases.

3. On March 23, 2025, each Debtor commenced with this Bankruptcy Court a voluntary case under chapter 11 of the Bankruptcy Code. In accordance with the *Order (I) Directing Joint Administration of the Debtors' Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 37], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their business and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases pursuant to section 1104 of the Bankruptcy Code. A statutory committee of unsecured creditors was appointed on April 8, 2025 [Docket No. 161], and reconstituted on April 21, 2025 [Docket No. 217].

D. Judicial Notice.

4. This Bankruptcy Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of this Bankruptcy Court, including all pleadings and other documents filed, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before this Bankruptcy Court during the pendency of the Chapter 11 Cases. Any resolution of objections to the adequacy of the Disclosure Statement or confirmation of the Plan explained on the record at the Confirmation Hearing is hereby incorporated by reference. All unresolved objections, statements, informal objections, and reservations of rights, if any, related to the Disclosure Statement, the Plan, or confirmation of the Plan are overruled on the merits and denied in their entirety.

E. Burden of Proof.

5. Based on the record of these Chapter 11 Cases, each of the Debtors, as proponents of the Plan, has met the burden of proving each applicable element of sections 1129(a) and (b) of

the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard.

F. Modifications to the Plan.

6. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Initial Plan following solicitation thereof, including the Plan Supplement, and any modifications to the Plan described or set forth in this Confirmation Order, constitute technical or clarifying changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest under the Plan, including with respect to the plan treatment of Holders of Claims in Class 4 (Virginia Mechanic's Lien Claims) and Holders of Claims in Class 5 (General Unsecured Claims) pursuant to the Virginia Mechanic's Lien Settlement and Committee Settlement, respectively (collectively, the "Plan Settlements"). Notice of these modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the re-solicitation of votes on the Plan under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast votes accepting or rejecting the Plan. Accordingly, the Plan is properly before this Bankruptcy Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

G. Adequacy of Disclosure Statement.

7. The Disclosure Statement contains (i) sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy Laws, including the Securities Act, and (ii) "adequate information" (as such term is defined in section 1125(a)(1) and used in

section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein.

H. Solicitation.

8. As described in and evidenced by the Tabulation Declaration, transmittal and service of the Solicitation Package, Non-Voting Status Package, and Class 4 Opt-Out Form (collectively, the "Solicitation") were timely, adequate, appropriate, and sufficient under the circumstances. The Solicitation (i) was conducted in good faith and (ii) complied with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Solicitation Procedures Order, and all other applicable non-bankruptcy Laws applicable to the Solicitation.

9. The Debtors and Stretto, as applicable, solicited votes to accept or reject the Plan after the Bankruptcy Court conditionally approved the adequacy of the Disclosure Statement, as applicable, pursuant to section 1125(a) of the Bankruptcy Code and the Solicitation Procedures Order.

10. Each of the Debtors and Stretto, as applicable, have solicited and tabulated votes on the Plan and have participated in the activities described in section 1125 of the Bankruptcy Code fairly, in good faith within the meaning of section 1125(e), and in a manner consistent with the applicable provisions of the Solicitation Procedures Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to support and consummation of the Plan and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code, the exculpation provisions set forth in Article VIII.E of the Plan, and all other protections and rights provided in the Plan.

11. So long as the offering, issuance, and distribution of recoveries under the Plan are made pursuant to, and in compliance with, the Plan, the Debtors, Stretto, and their Related Parties,

as applicable, will have participated in such offering, issuance, and distribution of recoveries in good faith and in compliance with the applicable provisions of the Bankruptcy Code and, therefore, are not, and will not be, on account of such offering, issuance, and distributions, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made thereunder.

I. Notice.

12. As evidenced by the Publication Affidavit and the Tabulation Declaration, all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to confirmation of the Plan) have been given due, proper, adequate, timely, and sufficient notice of the Confirmation Hearing in accordance with the Solicitation Procedures Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable non-bankruptcy Laws, and such parties have had an opportunity to appear and be heard with respect thereto.

J. Tabulation.

13. As described in the Tabulation Declaration, the Claims in Class 3 (Prepetition Bridge Facility Claims), Class 4 (Virginia Mechanic's Lien Claims), Class 5 (General Unsecured Claims), and Interests in Class 7 (Existing Preferred Equity Interests) are Impaired under the Plan and entitled to vote on the Plan, and their respective holders have voted to accept the Plan in the numbers and amounts required by section 1126 of the Bankruptcy Code. All procedures used to tabulate the Ballots were fair, reasonable, and conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Solicitation Procedures Order, and all other applicable non-bankruptcy Laws. The Claims in Class 1 (Other Secured Claims) and Class 2 (Other Priority Claims) are Unimpaired under the Plan and conclusively presumed to have accepted the Plan and, therefore, the Debtors were not required to

solicit votes from the Holders of Claims in such Classes. Further, the Debtors were not required to solicit votes from Holders of Claims and Interests in Class 6 (Intercompany Claims), Class 8 (Intercompany Interests) or Class 9 (Existing Common Equity Interests) because such Claims and Interests are either (i) Unimpaired and conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired and deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, and, in either event, are not entitled to vote to accept or reject the Plan. Nevertheless, the Debtors served Holders of Claims and Interests in the non-voting Classes with the Non-Voting Status Package, including the Release Opt-Out Form.[3]

K. Plan Supplement.

14. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents are good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice is required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, and only consistent therewith, the Debtors' right to alter, amend, update, or modify, in each case in whole or in part, the Plan Supplement before the Effective Date is reserved. All parties were provided due, adequate, and sufficient notice of the Plan Supplement. For the avoidance of doubt, the Debtors may amend or supplement the Plan Supplement following the entry of this Confirmation Order to the extent authorized by the Plan and this Confirmation Order.

[3] Pursuant to the Solicitation Procedures Order, the Debtors did not serve a Non-Voting Status Package or any other type of notice in connection with the Plan to Holders of Claims in Classes 6 and 8, because such Claims and Interests are held by the Debtors and their affiliates.

L. Compliance with Bankruptcy Code Requirements – Section 1129(a)(1).

15. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code. In addition, the Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a).

(i) Proper Classification – Sections 1122 and 1123.

16. The classification of Claims and Interests under the Plan is proper and satisfies the requirements of sections 1122(a) and 1123(a)(1) of the Bankruptcy Code. Article III of the Plan provides for the separate classification of Claims and Interests into nine (9) Classes. Valid business, factual, and legal reasons exist for the separate classification of such Classes of Claims and Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, Holders of Claims or Interests. Each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims and Interests within that Class.

(ii) Specified Unimpaired Classes – Section 1123(a)(2).

17. The Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code. Article III of the Plan specifies that Claims and Interests in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and as applicable, Class 6 (Intercompany Claims) and Class 8 (Intercompany Interests) (the "Unimpaired Classes") are Unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code.

18. Additionally, Article II of the Plan specifies that Allowed Administrative Claims, Professional Fee Claims, DIP Claims, and Priority Tax Claims will be paid in full in accordance with the terms of the Plan, although these Claims are not classified under the Plan.

(iii) Specified Treatment of Impaired Classes – Section 1123(a)(3).

19. The Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code. Article III of the Plan specifies that Claims and Interests, as applicable, in the following Classes (the "Impaired Classes") are Impaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, and describes the treatment of such Classes:

Class	Designation
3	**Bridge Facility Claims**
4	**Virginia Mechanic's Lien Claims**
5	**General Unsecured Claims**
7	**Existing Preferred Equity Interests**
9	**Existing Common Equity Interests**

(iv) No Discrimination – Section 1123(a)(4).

20. The Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code. The Plan provides for the same treatment by the Debtors of each Claim or Interest in each respective Class, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest.

(v) Adequate Means for Plan Implementation – Section 1123(a)(5).

21. The Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code. The provisions in Article IV and elsewhere in the Plan, Plan Supplement, and Disclosure Statement, provide, in detail, adequate and proper means for the Plan's implementation, including, among other provisions: (a) the good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan, including the Plan Settlements; (b) authorization for the Debtors, the Reorganized Debtors, and the Liquidation Trustee, as applicable, to take all actions necessary to effectuate the Plan, including those actions necessary to effectuate the Restructuring Transactions; (c) preservation of the Debtors' corporate existence following the Effective Date (except as otherwise provided in the Plan); (d) vesting of the Estates' assets in the

respective Reorganized Debtors or Liquidation Trust, as applicable; (e) the cancellation of existing agreements and Interests, as applicable; (f) the funding and sources of consideration for the Plan distributions, including the Debtors' Cash on hand and Cash proceeds from the Rights Offering and the New Money Private Placement; (g) the creation and distribution of the New Equity Interests; (h) the authorization and entry into the New Money Private Placement, including issuance of the WT Completion Equity; (i) the authorization to conduct the Rights Offering; (j) the authorization to issue the GUC Warrants and enter into the GUC Warrant Documents; (l) the authorization and approval of corporate actions under the Plan; (m) the adoption of the New Organizational Documents; (n) the preservation of Claims and Causes of Action not released pursuant to the Plan; (o) the exemption to comply with section 1146 of the Bankruptcy Code; and (p) the assumption of certain employment obligations.

(vi) Voting Power of Equity Securities – Section 1123(a)(6).

22. The Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code. Article IV.N of the Plan provides that the New Organizational Documents will comply with section 1123(a)(6) of the Bankruptcy Code. The New Organizational Documents prohibit the issuance of non-voting equity Securities, to the extent required under section 1123(a)(6) of the Bankruptcy Code.

(vii) Disclosure of New Directors and Officers – Section 1123(a)(7).

23. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. Article IV.N.1 of the Plan sets forth the structure of the New Board, which shall consist of members as designated in accordance with the New Organizational Documents.

(viii) Impairment / Unimpairment of Classes – Section 1123(b)(1).

24. The Plan is consistent with section 1123(b)(1) of the Bankruptcy Code. Article III of the Plan impairs or leaves unimpaired each Class of Claims and Interests.

(ix) Assumption – Section 1123(b)(2).

25. The Plan is consistent with section 1123(b)(2) of the Bankruptcy Code. Article V of the Plan provides for the assumption of all of the Debtors' Executory Contracts and Unexpired Leases, other than the Executory Contracts or Unexpired Leases identified on the Rejected Executory Contracts and Unexpired Leases Schedule and as otherwise provided in Article V.A of the Plan, and for the payment of Cures, if any, related thereto, if applicable. The Debtors' determinations regarding the assumption or rejection of Executory Contracts and Unexpired Leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, the Debtors' Estates, Holders of Claims and Interests, and other parties in interest in the Chapter 11 Cases. Entry of this Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assumptions and assignments, and/or rejections, as applicable.

(x) Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action – Section 1123(b)(3).

26. Compromise and Settlement. The Plan is consistent with section 1123(b)(3) of the Bankruptcy Code. In accordance with Bankruptcy Rule 9019 and section 1123(b)(3) of the Bankruptcy Code, and in consideration of the distributions, settlements, and other benefits provided under the Plan, except as stated otherwise in the Plan, the provisions of the Plan, including the Plan Settlements, constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, subordination, and other legal rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The compromise and settlement of such Claims and Interests embodied in the Plan, including the Plan Settlements, and reinstatement and

unimpairment of other Classes identified in the Plan are in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.

27. The entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlements pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, as well as a finding by the Bankruptcy Court that the Plan Settlements are fair, equitable, reasonable, and in the best interest of the Debtors and their Estates.

28. The Virginia Mechanic's Lien Settlement meets the requirements of Bankruptcy Rule 9019. The Virginia Mechanic's Lien Settlement reflects a reasonable balance between the possible success of litigation with respect to each of the settled claims and disputes, on the one hand, and the benefits of fully and finally resolving such claims and disputes and allowing the Debtors to expeditiously exit chapter 11, on the other hand; (b) absent the Virginia Mechanic's Lien Settlement, there is a likelihood of complex and protracted litigation with the attendant expense, inconvenience, delay and uncertainty that have a possibility to derail the Debtors' reorganization efforts and would jeopardize the Debtors' ability to confirm and implement the Plan, and the compromises and settlements provided therein; (c) the parties supporting the Virginia Mechanic's Lien Settlement, including the Debtors, the Committee, the Plan Sponsors, WT, the Virginia Property Landlord, and certain holders of the Virginia Mechanic's Lien Claims, are represented by counsel that are recognized as being knowledgeable, competent, and experienced; (d) the Virginia Mechanic's Lien Settlement is the product of arm's-length bargaining and good faith negotiations between sophisticated parties; and (e) the Virginia Mechanic's Lien Settlement will maximize the value of the Debtors' Estates by avoiding potentially costly and protracted litigation and preserving and ensuring the ability of the Reorganized Debtors to continue the build out of their farming operations outside of bankruptcy protection and in the ordinary course of

business, and are essential to the successful implementation of the Plan. Moreover, the Virginia Mechanic's Lien Settlement provides the Reorganized Debtors with the commitments necessary for the Reorganized Debtors to complete the ongoing work at the Virginia Farm.

29. Debtor Release. Article VIII.C of the Plan describes certain releases granted by the Debtors (the "Debtor Release").

30. The Debtor Release is a necessary and integral part of the Plan, and is fair, reasonable, and in the best interest of the Debtors, their Estates, and Holders of Claims and Interests in accordance with section 1123(b) of the Bankruptcy Code. Additionally, the Plan, including the Debtor Release, was vigorously negotiated by sophisticated entities, including the Plan Sponsors, that were represented by able counsel and financial advisors. The Debtor Release is: (a) in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims or Causes of Action released by the Debtor Releases; (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.

31. Third-Party Release. Article VIII.D of the Plan describes certain releases granted by the Releasing Parties (the "Third-Party Release"). The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under the Plan and with respect to the Reorganized Debtors. The Third-Party Release is a critical and integral component of the Plan, preventing significant and time-

consuming litigation regarding the parties' respective rights and interests. The Third Party Release was negotiated as a result of extensive arms'-length and good faith negotiations among parties. It provides finality for the Debtors, their Estates, and the other Released Parties regarding the parties' respective obligations under the Plan and the transactions contemplated therein. Further, the Third Party Release appropriately offers protection to parties who constructively participated in the Debtors' chapter 11 process, including the DIP Lenders and DIP Agent (who funded these Chapter 11 Cases and spent significant time and effort negotiating the DIP Facility), the Plan Sponsors (who have funded and supported the Restructuring Transactions and are expected to provide capital to fund Plan distributions and the Debtors' go-forward business through the Rights Offering and New Money Private Placement as contemplated by the Plan Documents), the Debtors' directors and officers (who drove the Debtors' restructuring process prior to and throughout these Chapter 11 Cases), and Holders of Claims or Interests that elected not to opt-out of the Third-Party Release (who consented to the release of all Claims and Causes of Action against the Released Parties). The Third-Party Release is also consistent with established practice in this jurisdiction and others. The opt-out mechanism is a valid means for obtaining consent to the Third-Party Release, and all parties in interest had ample notice of the Third-Party Release. The Combined Notice sent to Holders of Claims and Interests and published in the *New York Times* and the *Richmond Times-Dispatch* on March 29, 2025 and April 2, 2025, respectively, the Notice of Non-Voting Status and Release Opt-Out Form sent to all Holders of Claims or Interests not entitled to vote on the Plan, and the Ballots sent to all Holders of Claims or Interests entitled to vote on the Plan, in each case, clearly and unambiguously stated that the Plan contained the Third-Party Release, provided the language of the Third-Party Release and included any relevant definitions, and provided instructions on how to opt-out of the Third-Party Release. Such release is a necessary and integral element of the Plan, and is fair, equitable, reasonable, and in the best interests of the Debtors, their Estates, and all Holders of Claims or Interests. Holders of Claims or Interests were given due and adequate notice that (i) the Plan contained a Third-Party Release, (ii) they could choose to opt-out of the Third-Party Release (including detailed instructions to do so); and (iii) by choosing to not opt-out of the Third-Party Release, they would be consenting to the Third-Party Release. The Third-Party Release is therefore consensual on the part of the Releasing Parties. Accordingly, 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 Causes of Action pursuant to the Third-Party Release.

32. Class 4 Releases. The Class 4 Releases described in Article VIII.D.1 of the Plan were consensually provided after due notice and an opportunity for a hearing, and are an essential provision of the Plan. All Holders of Virginia Mechanic's Lien Claims elected not to opt-out of the Class 4 Releases, and consented to the release of the Class 4 Releases. The Class 4 Releases were negotiated as a result of extensive arms'-length and good faith negotiations among parties, and are a critical and integral component of the Virginia Mechanic's Lien Settlement, which prevents significant and time-consuming litigation regarding the parties' respective rights and interests. As with the Third Party Releases, the Class 4 Releases are also consistent with established practice in this jurisdiction and others, as the opt-out mechanism is a valid means for

obtaining consent to the Class 4 Releases, and all Holders of Class 4 Claims had sufficient notice of the Class 4 Releases and the ability to opt out. The Class 4 Opt-Out Form sent to all Holders of Class 4 Claims clearly and unambiguously stated that the Plan contained the Class 4 Releases, provided the language of the Class 4 Releases and included any relevant definitions, and provided instructions on how to opt-out of the Class 4 Releases. Accordingly, the Class 4 Releases are: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for good and valuable consideration; (d) a good faith settlement and compromise of the claims or Causes of Action released by the Class 4 Releases; (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 Holders of Allowed Class 4 Claims asserting any claim or Causes of Action pursuant to the Class 4 Releases.

33. Exculpation. The exculpation described in Article VIII.F of the Plan (the "Exculpation") is appropriate under applicable Law, including *In re Highland Capital Mgmt., L.P.*, 48 F.4th 419 (5th Cir. 2022) and *In re Highland Capital Mgmt., L.P.*, 132 F.4th 353, 360–62 (5th Cir. 2025), because it was proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, and is appropriately limited in scope. Without limiting anything in the Exculpation, each Exculpated Party has participated in the Chapter 11 Cases in good faith and is appropriately exculpated from any Company-Related Matters. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law governing the solicitation of acceptances or rejections of the Plan or such

distributions made pursuant to the Plan. Notwithstanding the foregoing, the Exculpation shall not release any obligation or liability of any Entity for any post-Effective Date obligation under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. The Exculpation, including its carveout for actual fraud, willful misconduct, and gross negligence, is consistent with applicable Law in this jurisdiction. The Released Parties and the Exculpated Parties are entitled to the protection of section 1125(e) of the Bankruptcy Code.

34. Injunction. The injunction provision, including the gatekeeping provision, set forth in Article VIII.F of the Plan (the "Injunction") is necessary to implement, preserve, and enforce the Debtors' discharge, the Debtor Release, the Third-Party Release, and the Exculpation, and is narrowly tailored to achieve this purpose. The Injunction is appropriately tailored to achieve those purposes and appropriate under applicable law, including *In re Highland Capital Mgmt., L.P.*, 132 F.4th 353, 360–62 (5th Cir. 2025).

35. Pursuant to Article IV.P of the Plan and in accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII and Article IV(A) of the Plan, the Liquidation Trust or Reorganized Debtors, as applicable, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Liquidation Trust Causes of Action, and Reorganized Debtor Causes of Action, respectively, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Liquidation Trust or Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII and Article IV(A) of the Plan, which shall be deemed released and waived by the Debtors and the Reorganized

Debtors as of the Effective Date; *provided* that the Liquidation Trustee must receive consent from the Plan Sponsors in their sole discretion before pursuing any such Liquidation Trust Cause of Action. The provisions regarding the preservation of Causes of Action in the Plan, including the Plan Supplement, are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, their Estates, and Holders of Claims and Interests.

36. Lien Releases. The release and discharge of all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates described in Article VIII.B of the Plan (the "Lien Release") is necessary to implement the Plan. The provisions of the Lien Release are appropriate, fair, equitable, and reasonable and are in the best interests of the Debtors, their Estates, and Holders of Claims and Interests.

(xi) Additional Plan Provisions – Section 1123(b)(6).

37. The other discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

M. Cure of Defaults (11 U.S.C. § 1123(d))

38. Article V.C of the Plan provides for the satisfaction of Cure Claims associated with each Executory Contract or Unexpired Lease to be assumed pursuant to the Plan in accordance with section 365(b)(1) of the Bankruptcy Code. The Debtors or the Reorganized Debtors, as applicable, shall pay Cure Claims, if any and if applicable, in the ordinary course of business. Any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed under the Plan is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or the Reorganized Debtors, as applicable, upon assumption thereof. All counterparties to such Executory Contracts and Unexpired Leases that have failed to object timely to the proposed

assumption are 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.

39. Any disputed cure amount will be determined in accordance with the procedures set forth in Article V.C of the Plan and applicable bankruptcy and non-bankruptcy law.

40. With respect to Holders of Claims in Class 4 (Virginia Mechanic's Liens Claims), 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).

41. The Debtors provided sufficient notice to the counterparties to the Executory Contracts and Unexpired Leases to be assumed under the Plan. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

N. Debtor Compliance with the Bankruptcy Code – Section 1129(a)(2).

42. The Debtors have complied with the applicable provisions of the Bankruptcy Code and, thus, satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code. Specifically, each Debtor:

a. is eligible to be a debtor under section 109, and is a proper proponent of the Plan under section 1121(a), of the Bankruptcy Code;

b. has complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of this Bankruptcy Court; and

c. complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, the Bankruptcy Rules, the Bankruptcy Local Rules, any applicable non-bankruptcy Laws, the Solicitation Procedures Order, and all other applicable Laws in transmitting the Solicitation Packages, and related documents and notices, and in soliciting and tabulating the votes on the Plan.

O. Plan Proposed in Good Faith – Section 1129(a)(3).

43. The Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code. The Debtors have proposed the Plan (and all documents necessary to effectuate the Plan) in good

faith and not by any means forbidden by law. In so determining, this Bankruptcy Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan, the process leading to confirmation of the Plan, and the transactions to be implemented pursuant thereto, including the Plan Settlements. The Debtors' good faith is evident from the facts and the record of the Chapter 11 Cases, the Disclosure Statement, the hearing on conditional approval of the Disclosure Statement, the record of the Confirmation Hearing, and other proceedings held in the Chapter 11 Cases. The Plan and all documents necessary to effectuate the Plan were negotiated at arm's-length among, as applicable, the Debtors, the Plan Sponsors, the DIP Lenders and DIP Agent, certain Holders of Virginia Mechanic's Lien Claims, the Committee, and their respective advisors. The Chapter 11 Cases were filed and the Plan was negotiated and proposed with the legitimate purpose of allowing the Debtors to implement the transactions therein, and emerge from bankruptcy with a capital structure that will allow them to conduct their businesses and satisfy their obligations with sufficient liquidity and capital resources and commitments from Holders of Virginia Mechanic's Lien Claims to provide critical go-forward services. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and other applicable parties' good faith and assures fair treatment of Holders of Claims and Interests. Consistent with the overriding purposes of chapter 11, the Debtors filed the Chapter 11 Cases with the belief that the Debtors were in need of a restructuring, and the Plan was negotiated and proposed with the legitimate and honest intention of accomplishing a successful transaction, to maximize stakeholder value, and for no ulterior purpose. The Debtors, the Released Parties, the Committee, and the Exculpated Parties have been, are, and will continue to be acting in good faith within the meaning of section 1125(e) of the Bankruptcy Code if they proceed to (i) consummate the Plan, the Restructuring Transactions, the Plan Settlements, and the agreements, settlements, transactions, and transfers contemplated thereby, and (ii) take any other actions authorized and directed by this Confirmation Order and the Plan to reorganize the Debtors' business.

P. Payment for Services or Costs and Expenses – Section 1129(a)(4).

44. The procedures set forth in the Plan for this Bankruptcy Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

Q. Directors, Officers, and Insiders – Section 1129(a)(5).

45. Article IV.N of the Plan sets forth the structure of the New Board, which shall consist of members as designated in accordance with the New Organizational Documents. The members of the New Board and the officers of each of the Reorganized Debtors, to the extent known, will be disclosed on or before the Effective Date. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

R. No Rate Changes – Section 1129(a)(6).

46. Section 1129(a)(6) of the Bankruptcy Code is not applicable to the Chapter 11 Cases. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

S. Best Interest of Creditors – Section 1129(a)(7).

47. The Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis set forth in the Plan Supplement and the other evidence presented, proffered, or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) are based on appropriate assumptions and valid analysis and methodology, (iii) have not been controverted by other evidence, and (iv) establish that each holder of an Impaired Claim or Interest either has

accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

T. Acceptance by Certain Classes – Section 1129(a)(8).

48. Classes 1 and 2 constitute Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. Each of the Voting Classes voted to accept the Plan. Holders of Intercompany Claims and Interests in Classes 6 and 8 are Unimpaired and conclusively presumed to have accepted the Plan (to the extent Reinstated) or are Impaired and deemed to reject the Plan (to the extent cancelled), and, in either event, are not entitled to vote to accept or reject the Plan. Holders of Interests in Class 9, however, receive no recovery on account of their Interests pursuant to the Plan and are deemed to have rejected the Plan (the "Deemed Rejecting Class"). While the Plan does not satisfy the requirements of section 1129(a)(8) of the Bankruptcy Code, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code, each as discussed further below.

U. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code – Section 1129(a)(9).

49. The treatment of Administrative Claims, DIP Claims, Professional Fee Claims, and Priority Tax Claims, under Article II of the Plan, and of Other Priority Claims under Article III of the Plan, satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

V. Acceptance by at Least One Impaired Class – Section 1129(a)(10).

50. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Tabulation Declaration, Classes 3, 4, 5, and 7 which are Impaired, voted to accept the Plan by the requisite number and amount of Claims or Interests, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), specified under the Bankruptcy Code.

W. Feasibility – Section 1129(a)(11).

51. The Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code. The financial projections set forth in the Plan Supplement and the other evidence supporting Confirmation of the Plan proffered or adduced by the Debtors at, or prior to, or in the Adams Declaration or the Engel Declaration filed in connection with, the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; (d) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.

X. Payment of Fees – Section 1129(a)(12).

52. The Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code. Article XII.C of the Plan provides for payment of all fees payable by the Debtors under 28 U.S.C. § 1930(a).

Y. Non-Applicability of Certain Sections – Sections 1129(a)(13), (14), (15), and (16).

53. Sections 1129(a)(13), 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Cases. The Debtors owe no retiree benefits, owe no domestic support obligations, are not individuals, and are not nonprofit corporations.

Z. "Cram Down" Requirements – Section 1129(b).

54. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that the Deemed Rejecting Class has been deemed to reject the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. ***First***, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met, as discussed above. ***Second***, the Plan is fair and equitable with respect to the Deemed Rejecting Class. The Plan has been proposed in good faith, is reasonable, and meets the requirements that (a) no Holder of any Claim or Interest that is junior to such Class will receive or retain any property under the Plan on account of such junior Claim or Interest, and (b) no Holder of a Claim or Interest in a Class senior to such Class is receiving more than 100 percent on account of its Claim or Interest. Accordingly, the Plan is fair and equitable to all Holders of Claims and Interests in the Deemed Rejecting Class. ***Third***, the Plan does not discriminate unfairly with respect to the Deemed Rejecting Class because similarly situated creditors will receive substantially similar treatment on account of their Claim or Interest irrespective of Class. Therefore, the Plan satisfies section 1129(b) of the Bankruptcy Code and can be confirmed.

AA. Only One Plan – Section 1129(c).

55. The Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code. The Plan is the only chapter 11 plan filed in each of the Chapter 11 Cases.

BB. Principal Purpose of the Plan – Section 1129(d).

56. The Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act.

CC. Small Business Case – Section 1129(e).

57. None of the Chapter 11 Cases is a "small business case," as that term is defined in the Bankruptcy Code, and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable.

DD. Good Faith Solicitation – Section 1125(e).

58. Each of the Debtors and the Plan Sponsors and each of their respective Related Parties, have acted fairly, in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code, and in a manner consistent with the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable Laws in connection with all of their respective activities relating to support and Consummation of the Plan, including the solicitation and tabulation of votes on the Plan and the activities described in section 1125 of the Bankruptcy Code, as applicable, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

59. The Debtors and the Plan Sponsors and their Related Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(g), with regard to the offering, issuance, and distribution of recoveries under the Plan and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable Law governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan.

EE. Satisfaction of Confirmation Requirements.

60. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

FF. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.

61. Each of the conditions precedent to the Effective Date, as set forth in Article IX.B of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Article IX.C of the Plan.

GG. Implementation.

62. All documents and agreements necessary to implement the Plan, including the Definitive Documents, and all other relevant and necessary documents have been or will be negotiated in good faith and at arm's-length, are in the best interests of the Debtors, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local Laws. Consummation of the transactions contemplated by each such document or agreement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining which documents and agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. For the avoidance of doubt, on the Effective Date, each Person or Entity that is a party to each of the Definitive Documents and all other documents and agreements necessary to implement the Plan shall automatically be deemed to be a party to such documents or agreements, in accordance with their terms, regardless of whether it executed a signature page to such documents or agreements.

HH. Disclosure of Facts.

63. The Debtors have disclosed all material facts regarding the Plan including with respect to Consummation of the Restructuring Transactions, and the fact that each Debtor will

emerge from its Chapter 11 Case as a validly existing separate corporate entity, limited liability company, partnership, or other form, as applicable.

II. Rights Offering.

64. The Rights Offering was conducted in good faith and in accordance with the Rights Offering Procedures. The terms and conditions of the Rights Offering, including all actions, undertakings, and transactions contemplated thereby are essential elements of the Plan, necessary for the Consummation, and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. The Rights Offering is critical to the overall success and feasibility of the Plan.

JJ. New Money Private Placement.

65. The terms and conditions of the New Money Private Placement and the Debtors' entry into the New Money Private Placement Documents, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities, and expenses provided for thereunder, are essential elements of the Plan, necessary for the Consummation thereof, and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. The New Money Private Placement is critical to the overall success and feasibility of the Plan, and the Debtors have exercised reasonable business judgment in determining to enter into the New Money Private Placement Documents, which have been negotiated in good faith and at arm's-length.

KK. New Equity Interests.

66. The New Equity Interests (including the New Money Rights Offering Equity Interests issued pursuant to the Rights Offering and the New Money Private Placement Equity Interests issued pursuant to the New Money Private Placement) issued under the Plan are an essential element of the Plan, are necessary for Confirmation and Consummation of the Plan, and are critical to the overall success and feasibility of the Plan. Entry into the instruments evidencing or relating to the New Equity Interests is in the best interests of the Debtors, their Estates, and all

Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the instruments evidencing or relating to the New Equity Interests, including the New Organizational Documents. The terms and conditions of the instruments evidencing or relating to the New Equity Interests, including the New Organizational Documents, are fair and reasonable, and were negotiated in good faith and at arm's-length.

LL. WT Completion Equity.

67. The WT Completion Equity issued under the Plan is an essential element of the Plan, necessary for Confirmation and Consummation of the Plan, and critical to the overall success and feasibility of the Plan. Entry into the instruments evidencing or relating to the WT Completion Equity is in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the instruments evidencing or relating to the WT Completion Equity, including the WT Completion Equity Agreement. The terms and conditions of the instruments evidencing or relating to WT Completion Equity, including the WT Completion Equity Agreement, are fair and reasonable, and were negotiated in good faith and at arm's-length.

MM. GUC Warrants.

68. The terms and conditions of the GUC Warrants and the Debtors' entry into the GUC Warrant Documents, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities, and expenses provided for thereunder, are essential elements of the Plan, necessary for the Consummation thereof, and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. The GUC Warrants are critical to the overall success and feasibility of the Plan, and the Debtors have exercised reasonable business judgment in determining to enter into the GUC Warrant Documents, which have been negotiated in good faith and at arm's-length.

NN. Establishment of the Liquidation Trust.

69. The terms and conditions of the Liquidation Trust and the Debtors' entry into the Liquidation Trust Agreement, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities, and expenses provided for thereunder, are essential elements of the Plan, necessary for the Consummation thereof, and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. The Liquidation Trust is critical to the overall success and feasibility of the Plan, and the Debtors have exercised reasonable business judgment in determining to enter into the Liquidation Trust Agreement, which have been negotiated in good faith and at arm's-length.

ORDER

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

70. **Findings of Fact and Conclusions of Law**. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by this Bankruptcy Court at the Confirmation Hearing in relation to final approval of the Disclosure Statement or confirmation of the Plan are hereby incorporated into this Confirmation Order. To the extent that any finding of fact shall be determined to be a conclusion of law, it shall be deemed so, and vice versa.

71. **Final Approval of Disclosure Statement**. The Disclosure Statement (a) contains adequate information of a kind generally consistent with the disclosure requirements of all applicable non-bankruptcy Law, including the Securities Act; (b) contains "adequate information"

(as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code); and (c) is approved in all respects on a final basis.

72. **Solicitation**. The Solicitation complied with the Solicitation Procedures Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and complied with the Bankruptcy Code, the Bankruptcy Rules, the Complex Case Procedures, and the Local Rules.

73. **Confirmation of Plan**. The Plan and each of its provisions is confirmed pursuant to section 1129 of the Bankruptcy Code. The documents contained in the Plan Supplement (including any supplements, amendments, or modifications thereof in accordance with this Confirmation Order and the Plan whether made prior to or following entry of this Confirmation Order) or otherwise contemplated by the Plan (collectively, the "Plan Documents"), are approved, and the Debtors are authorized to execute and deliver such documents and perform thereunder. The terms of the Plan and the Plan Documents are incorporated herein by reference and are an integral part of this Confirmation Order. The terms of the Plan, the Plan Documents, all exhibits thereto, and all other relevant and necessary documents shall be effective and binding as of the Effective Date upon the Debtors, the Reorganized Debtors, the Released Parties, the Releasing Parties, any and all Holders of Claims or Interests (irrespective of whether such Holders of Claims or Interests have, or are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. Subject to the terms of the Plan, the Debtors reserve the right to revoke or withdraw, or to alter, amend, update, or modify materially the Plan and the Plan Documents prior to the Effective Date with the consent of the Plan Sponsors,

and to the extent necessary, initiate proceedings in this Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan (subject to the consent rights contained or incorporated in the Plan). Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X.A of the Plan and notice of such modification or supplement shall be filed with the Court. As set forth in the Plan, all documents contemplated by the Plan and the Restructuring Transactions, once finalized and executed, shall constitute legal, valid, binding, and authorized rights and obligations of the respective parties thereto, enforceable in accordance with their terms, and, in the case of the New Money Private Placement Documents, shall create, as of the Effective Date, all security interests purported to be created thereby.

74. **Objections**. To the extent that any objections (including any reservations of rights contained therein) to final approval of the Disclosure Statement or confirmation of the Plan or any other responses or reservations of rights with respect thereto have not been withdrawn prior to entry of this Confirmation Order, such objections and responses shall be, and hereby are, overruled on the merits and denied with prejudice. All objections to final approval of the Disclosure Statement or confirmation of the Plan not filed and served prior to the Objection Deadline, if any, are deemed waived and shall not be considered by this Bankruptcy Court. All parties have had a full and fair opportunity to litigate all issues raised or that might have been raised in the objections to final approval of the Disclosure Statement and Confirmation of the Plan, and the objections have been fully and fairly litigated or resolved, including by agreed-upon provisions as set forth in this Confirmation Order. All withdrawn objections are deemed withdrawn with prejudice.

75. **Omission of Reference to Particular Plan Provisions**. The failure to specifically include or to refer to any particular article, section, or provision of the Plan or the Plan Supplement in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of this Bankruptcy Court that the Plan and any related documents be confirmed and approved in their entirety.

76. **Binding Effect**. Subject to Article IX.B of the Plan, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, all Plan Documents) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, the Released Parties, the Releasing Parties, any and all Holders of Claims or Interests (irrespective of whether such Holders of Claims or Interests have, or are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements (including the Plan Settlements), compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

77. **Incorporation by Reference**. The terms and provisions of the Plan, the Plan Documents, all other relevant and necessary documents, and each of the foregoing's schedules and exhibits are, on and after the Effective Date, incorporated herein by reference and are an integral part of this Confirmation Order.

78. **Vesting of Assets in the Reorganized Debtors or Liquidation Trust**. Except as otherwise provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document incorporated in or entered into in connection with or pursuant to the Plan or the Plan Supplement, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in accordance with the

terms of the Plan, in each respective Reorganized Debtor or the Liquidation Trust, as applicable, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document incorporated herein, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by this Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

79. **Corporate Action**. Upon the Effective Date, all of the actions contemplated under the Plan shall be deemed authorized and approved in all respects, without the need for further Bankruptcy Court approval or any board or equity holders approval or other corporate action, including: (a) the offering, issuance and distribution of the New Equity Interests, including the New Equity Interests issued pursuant to the Rights Offering and New Money Private Placement, WT Equity Completion Agreement, and GUC Warrants; (b) implementation of the Restructuring Transactions; (c) creation of the Liquidation Trust; (d) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date); (e) adoption of the New Organizational Documents; (f) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases (as applicable); and (g) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate, partnership, limited liability company, or other governance action required by the Debtors or the Reorganized Debtor, as applicable, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any

requirement of further action by the Security holders, members, directors, or officers of the Debtors or the Reorganized Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, Securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Equity Interests, the New Organizational Documents, the New Money Private Placement Documents, the GUC Warrant Documents, the Definitive Documents, and any and all other agreements, documents, Securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by Article IV.N of the Plan shall be effective notwithstanding any requirements under non-bankruptcy Law.

80. **Implementation of the Plan**. On or prior to the Effective Date, as applicable, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, indentures, Securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including but not limited to, any new agreements, documents, Securities, and instruments relating to the New Equity Interests, the New Money Private Placement, the GUC Warrants, and the New Organizational Documents. The authorizations and approvals contemplated by Article IV.N of the Plan shall be effective notwithstanding any requirements under non-bankruptcy Law and without the need for further approval of the Court.

81. **Restructuring Transactions**. On or before the Effective Date, or as soon as reasonably practicable thereafter, the applicable Debtors or the Reorganized Debtors (and their

respective officers, directors, members, or managers (as applicable)) shall enter into and shall take any actions as may be necessary or appropriate to effect the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan (and without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan). On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors shall issue all Securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Restructuring Transactions and all parties receiving distributions under or otherwise affected by the terms, provisions, restrictions and conditions contained in the Plan and/or any Plan Documents shall be deemed to have received sufficient and adequate notice of, and to have actual knowledge of, all such terms, provisions, restrictions.

82. **Approval of Rights Offering**. Pursuant to the Plan, the Debtors have conducted the Rights Offering, pursuant to which holders of Allowed Class 3 Claims (Bridge Facility Claims), Allowed Class 4 Claims (Virginia Mechanic's Lien Claims), Allowed Class 5 Claims (General Unsecured Claims), and Allowed Class 7 Interests (Holders of Existing Preferred Equity Interests) have had the opportunity to purchase New Money Rights Offering Equity Interests in an amount of at least $30 million of the New Equity Interests in accordance with the Rights Offering Procedures and the Plan. The Debtors have solicited subscriptions to the Rights Offering in good faith pursuant to the Rights Offering Procedures set forth in the Solicitation Procedures Order, applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any applicable non-bankruptcy laws, rules, or regulations. The Rights Offering Procedures provide sufficient information to enable each holder of Allowed Class 3 Claims (Bridge Facility

Claims), Allowed Class 4 Claims (Virginia Mechanic's Lien Claims), Allowed Class 5 Claims (General Unsecured Claims), and Allowed Class 7 Interests (Holders of Existing Preferred Equity Interests) to duly participate in the Rights Offering. The Rights Offering Procedures are fair, equitable, and reasonable and provide for the Rights Offering to be conducted in a manner that is in the best interests of the Debtors, their Estates, and all holders of Claims and Interests. On and after the Effective Date, all documents necessary to effectuate the Rights Offering shall constitute legal, valid, and binding obligations of Reorganized Parent and be enforceable in accordance with their respective terms. All of the New Money Rights Offering Equity Interests to be issued in accordance with the terms of the Rights Offering, (a) shall be duly authorized, validly issued, fully paid, and non-assessable, consistent with the terms of the New Organizational Documents, and (b) shall not be subject to avoidance or recharacterization for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code, the Plan, or this Confirmation Order, or any applicable non-bankruptcy law. The consummation of the Rights Offering is conditioned on the consummation of the Plan and satisfaction of the conditions set forth in the Rights Offering Procedures.

83. **Approval of New Money Private Placement**. On the Effective Date, the Reorganized Parent shall consummate the New Money Private Placement pursuant to which up to 100% of the New Money Private Placement Equity Interests will be purchased by (i) a special-purpose vehicle entity to be formed prior to the Effective Date (the "SPV") capitalized no later than the Effective Date by the issuance of a note to SVF II Pacific (DE) LLC in exchange for an amount in Cash sufficient to purchase the New Money Private Placement Equity Interests to be issued to the SPV through the New Money Private Placement and (ii) with the consent of the Plan Sponsors, certain other investors, including WT. The price per interest of the New Private

Placement Equity Interests shall be an amount in excess of $1.00, which amount shall be acceptable to the Plan Sponsors (the "New Private Placement Equity Interest Price").

84. The New Money Private Placement and the New Money Private Placement Documents, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization for the Reorganized Debtors to enter into and execute the New Money Private Placement Documents as may be required to effectuate the treatment afforded by the New Money Private Placement Equity Interests are hereby approved. All New Money Private Placement Equity Interests issued pursuant to the Plan shall be duly authorized, validly issued, and non-assessable.

85. On and after the Effective Date, all documents necessary to effectuate the New Money Private Placement shall constitute legal, valid, and binding obligations of Reorganized Parent and be enforceable in accordance with their respective terms. All of the New Money Private Placement Equity Interests to be issued in accordance with the terms of the New Money Private Placement, (a) shall be duly authorized, validly issued, fully paid, and non-assessable, consistent with the terms of the New Organizational Documents, and (b) shall not be subject to avoidance or recharacterization for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code, the Plan, or this Confirmation Order, or any applicable non-bankruptcy law. The consummation of the New Money Private Placement is conditioned on the consummation of the Plan and the satisfaction of the conditions set forth in the New Money Private Placement Documents.

86. **Approval of GUC Warrants**. On or after the Effective Date, the Reorganized Parent shall issue or cause to be issued the GUC Warrants to the Holders of Allowed General

Unsecured Claims in accordance with the terms of the GUC Warrant Documents, the Plan and Confirmation Order without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or vote, consent, authorization, or approval of any Person and upon exercise of the GUC Warrants, the New Common Equity Interests shall be issued and distributed free and clear of all Liens, Claims, and other Interests to the Holders of the applicable Allowed Claims pursuant to the Plan. All of the GUC Warrants issued pursuant to the Plan, and all New Common Equity Interests issued upon exercise of the GUC Warrants, shall be duly authorized and validly issued.

87. The terms of the GUC Warrants shall be as set forth in the GUC Warrant Documents, provided that the GUC Warrants shall have the following terms: (1) the GUC Warrants shall be convertible into New Common Equity Interests representing up to two percent of New Common Equity Interests of Reorganized Parent, in aggregate, (2) the GUC Warrants shall have a three year term; and (3) the GUC Warrants shall be exercisable at an equity valuation as set forth in the GUC Warrant Documents.

88. To receive any of the GUC Warrants, a Holder of an Allowed General Unsecured Claim must meet the terms and conditions set forth in the GUC Warrant Documents, including that such Holder is able to represent and certify that it is an "accredited investor" as defined in the Securities Rules as well as provide certain information about the Allowed General Unsecured Claim held by the Holder. The GUC Warrant Documents shall provide that any GUC Warrants that would otherwise be attributable to any Holder of an Allowed General Unsecured Claim that is not eligible under the terms of the GUC Warrant Documents to receive such GUC Warrants shall be canceled and shall not be available to any other Entities.

89. Confirmation of the Plan shall be deemed approval of the GUC Warrant Documents and the GUC Warrants, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization for the Reorganized Debtors to enter into and execute the GUC Warrant Documents as may be required to effectuate the treatment afforded by the GUC Warrants. All GUC Warrants issued pursuant to the Plan shall be duly authorized, validly issued and non-assessable.

90. For the avoidance of doubt, the GUC Warrants will be issued in a private placement exempt from registration under section 5 of the Securities Act pursuant to section 4(a)(2) and/or Regulation D thereunder and will constitute "restricted securities" for purposes of the Securities Act.

91. **GUC Warrant Documents**. The GUC Warrant Documents are hereby approved and shall constitute a legal, valid, and binding obligation of Reorganized Parent and be enforceable in accordance with its terms. The Debtors and the Reorganized Debtors, as applicable, are authorized, without further approval of the Bankruptcy Court or any other party, to execute and deliver all agreements, documents, instruments, and certificates relating to the GUC Warrant Documents and take such other actions as they reasonably deemed necessary to perform their obligations under any of the foregoing. Each Holder of a GUC Warrant shall be deemed, without further notice or action, to have agreed to be bound by the GUC Warrant Documents, as the same may be amended from time to time following the Effective Date in accordance with its terms.

92. All of the GUC Warrants to be issued in accordance with the terms of the GUC Warrant Documents, (a) shall be duly authorized, validly issued, fully paid, and non-assessable, consistent with the terms of the New Organizational Documents, and (b) shall not be subject to

avoidance or recharacterization for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code, the Plan, or this Confirmation Order, or any applicable non-bankruptcy law.

93. **Issuance of WT Completion Equity.** On or after the Effective Date, the Reorganized Parent shall issue or cause to be issued the New Common Equity Interests, in accordance with the terms of the WT Completion Equity Agreement, the Plan and Confirmation Order without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or vote, consent, authorization, or approval of any Person, free and clear of all Liens, Claims, and other Interests.

94. Confirmation of the Plan shall be deemed approval of the WT Completion Equity Agreement and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization for the Reorganized Debtors to enter into and execute the WT Completion Equity Agreement as may be required to effectuate the treatment afforded by the WT Completion Equity Agreement. The New Common Equity Interests issued pursuant to the WT Completion Equity Agreement and in accordance with the Plan, shall be duly authorized, validly issued and non-assessable.

95. For the avoidance of doubt, the New Common Equity Interests issued pursuant to the WT Completion Equity Agreement will be issued in a private placement exempt from registration under section 5 of the Securities Act pursuant to section 4(a)(2) and/or Regulation D thereunder and will constitute "restricted securities" for purposes of the Securities Act.

96. **Securities Exemptions**. As of the Effective Date, Article IV.K (Certain Securities Law Matters), is hereby approved. The offering, issuance (or entry into), and distribution of the

New Equity Interests (including the New Money Rights Offering Equity Interests issued pursuant to the Rights Offering, the New Money Private Placement Equity Interests, and the WT Completion Equity), the GUC Warrants, the Liquidation Trust Interests (to the extent constituting securities under the Securities Act and other applicable Law), the subscription rights to participate in the Rights Offering and all other Securities entered into and/or issued in connection with the Plan (the "Plan Securities"), shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable Law requiring registration prior to the offering, issuance, distribution, or sale of Securities to the maximum extent permitted by Law, in accordance with, and pursuant to, (i) section 1145 of the Bankruptcy Code, (ii) section 4(a)(2) of the Securities Act and/or Regulation D thereunder or Regulation S under the Securities Act, and/or (iii) any other available exemption from registration, as applicable.

97. **Approval of the Liquidation Trust**. On the Effective Date, the Liquidation Trust shall be established in accordance with the Liquidation Trust Agreement. In accordance with the terms of the Plan and the Liquidation Trust Agreement, the Liquidation Trust shall be responsible for carrying out the Liquidation Trust Responsiblities.

98. **Approval of the Liquidation Trust Agreement**. On the Effective Date, the Liquidation Trust Agreement shall be executed, and the Debtors shall be deemed to transfer to the Liquidation Trust all of their rights, title and interest in and to all of the Liquidation Trust Assets free and clear of all Liens, charges, Claims, encumbrances, and interests, in accordance with section 1141 of the Bankruptcy Code. The Debtors shall take all steps necessary to establish the Liquidation Trust in accordance with the Plan, including entering into the Liquidation Trust Agreement, and the beneficial interests therein. In the event of any conflict between the terms of the Plan and the terms of the Liquidation Trust Agreement, the terms of the Plan shall govern.

99. **Plan Administration Amount and Liquidation Trust Expenses**. On the Effective Date, the Reorganized Debtors shall transfer to the Liquidation Trust the Plan Administration Amount. Such Plan Administration Amount shall be used solely for the Plan Administration Expenses until such Plan Administration Expenses are paid in full.

100. From and after the Effective Date, the Liquidation Trust, shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the Liquidation Trust Expenses, as well as any other Plan Administration Expenses, from the Plan Administration Amount, including but not limited to reasonable fees and expenses of the Liquidation Trustee and the fees and expenses of any professionals retained by the Liquidation Trust. Other than funding the Plan Administration Amount, the Debtors and Reorganized Debtors shall have no obligation to pay any expenses of the Liquidation Trust.

101. Neither Reorganized Debtors nor any other Entity shall be responsible for Plan Administration Expenses or any Liquidation Trust Expenses, and any Plan Administration Expenses incurred by the Reorganized Debtors will be paid from the Plan Administration Amount.

102. **Rights and Powers of the Liquidation Trustee**. The Liquidation Trustee's activities shall be limited to the Liquidation Trust Responsibilities.

103. The Liquidation Trustee shall have the authority to reasonably retain any professionals necessary to assist the Liquidation Trustee in carrying out its duties under the Liquidation Trust Agreement; *provided* that the Liquidation Trustee and any such professionals shall be compensated solely from the Plan Administration Amount and in no event shall the Liquidation Trustee or any of its professionals have or make any claim for reimbursement of fees or expenses against any Person other than the Liquidation Trustee.

104. **Liquidation Trust Causes of Action**. The Liquidation Trust shall have the exclusive right in respect of all Liquidation Trust Causes of Action to, solely with the consent of the Plan Sponsors, acting in their sole discretion, institute, file, prosecute, enforce, settle, compromise, release, abandon, or withdraw any and all Liquidation Trust Causes of Action without any further order of the Bankruptcy Court, except as otherwise provided herein or in the Liquidation Trust Agreement.

105. **Cancellation of Existing Securities and Agreements**. Except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan or the Plan Supplement, on the Effective Date, all agreements, instruments, and other documents evidencing any Claim or Interest (other than for agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to, and/or evidencing (a) certain Intercompany Interests that are not modified by the Plan, and (b) any Allowed Claim or Interest that is Reinstated under the Plan) and any rights of any holder in respect thereof shall be deemed cancelled and of no force or effect without any need for any such Holder to take further action with respect thereto, and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, and discharged. The holders of or parties to such cancelled instruments, Securities, and other documentation shall have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

106. **Compromise and Settlement of Claims, Interests, and Controversies**. The Virginia Mechanic's Lien Settlement, and all transactions contemplated thereby is hereby approved. The entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the Virginia Mechanic's Lien Settlement and an authorization of the Debtors, the Reorganized

Debtors and their respective Affiliates, without further approval of the Bankruptcy Court or further corporate, limited liability company, or similar approval or action, to enter into, perform under and consummate the transactions or any other actions or steps contemplated by the Virginia Mechanic's Lien Settlement and shall execute and deliver all agreements, documents, instruments, financing statements, mortgages, security documents, and certificates, in each case to effectuate or otherwise relating to the Virginia Mechanic's Lien Settlement (and any transactions, actions, or steps related thereto). All such documents are approved, incorporated in the Plan and this Confirmation Order by reference, and shall become effective in accordance with their terms and the Plan.

107. Upon confirmation and effectiveness of the Plan, the Virginia Mechanic's Lien Settlement shall be deemed to resolve any and all Claims and Interests and controversies relating to the contractual, legal, and subordination rights of Holders with respect to such Allowed Claims and Interests or any distribution to be made on account of such Allowed Claim or Interest, and all other disputes that might impact creditor recoveries, as well as, pursuant to the Virginia Mechanic's Lien Settlement, any and all actual and potential disputes between and among the Debtors (including, with respect to each Debtor, such Debtor's Estate), the Plan Sponsors, the Committee, each Releasing Party, WT, the Virginia Property Landlord, and the Holders of Allowed Virginia Mechanic's Lien Claims.

108. **Executory Contracts and Unexpired Leases**. Pursuant to Article V of the Plan, as of and subject to the occurrence of the Effective Date and the payment of any applicable cure amounts, each Executory Contract and Unexpired Lease shall be deemed assumed or assumed and assigned to the applicable Reorganized Debtor, without the need for further notice to or action, order, or approval of this Bankruptcy Court, as of the Effective Date under sections 365 and 1123

of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (i) was assumed or rejected previously by the Debtors; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject Filed on or before the Effective Date and that is pending on the Effective Date; or (iv) is identified on the Rejected Executory Contracts and Unexpired Leases Schedule.

109. Notwithstanding anything to the contrary in the Plan, the Debtors reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases and the Schedule of Rejected Executory Contracts and Unexpired Leases at any time through and including 60 Business Days after the Effective Date.

110. Entry of this Confirmation Order shall constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan or any Final Order of this Bankruptcy Court authorizing and providing for its assumption or assumption and assignment. As part of the global compromise and settlement with respect to Holders of Claims in Class 4 (Virginia Mechanic's Liens Claims), 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).

111. Except as otherwise provided in the Plan or agreed to by the Debtors and the applicable counterparty, each Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges,

immunities, options, and rights of first refusal, in each case, whether entered into prepetition or after the Petition Date. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

112. On the Effective Date, the Debtors will assume the Executory Contracts and Unexpired Leases set forth in the Assumption Schedule, subject to the cure amounts set forth therein, and, if applicable, subject to further agreements, amendments, modifications, supplements, and restatements, in each case, as agreed between the applicable Debtor and the relevant counterparty, including consistent with the "Cost to Complete" amounts set forth on the Assumption Schedule with respect to such counterparty and/or any term sheet with respect to such counterparty.

113. 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 effects) under any Executory Contract or Unexpired Lease assumed pursuant to the Plan, or any other transaction, event, or matter that would (i) result in a violation, breach, or default under such Executory Contract or Unexpired Lease; (ii) 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 (iii) 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 the entry of this Confirmation Order.

114. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption and assignment, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety.

115. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to this Confirmation Order, shall be deemed disallowed and expunged as of the later of (i) the date of entry of an order of this Bankruptcy Court approving such assumption, (ii) the effective date of such assumption, or (iii) the Effective Date (with respect to Executory Contracts or Unexpired Leases assumed pursuant to this Confirmation Order) without the need for any objection thereto or any further notice to or action, order, or approval of this Bankruptcy Court.

116. **Insurance**. Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto (including all D&O Liability Insurance Policies), shall be treated as Executory Contracts pursuant to the Plan. Unless otherwise provided in the Plan, on the Effective Date, in connection with all contemplated transactions under the Plan, (1) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims (including all D&O Liability Insurance Policies) and (2) such insurance policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall revest in the applicable Reorganized Debtors. Nothing in the Plan, the Plan Supplement, the Disclosure Statement, this Confirmation Order, or any other Final Order (including any other provision that purports to be preemptory or

supervening), (1) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any of such insurance policies or (2) alters or modifies the duty, if any, that the insurers or third party administrators have to pay claims covered by such insurance policies and their right to seek payment or reimbursement from the Debtors or draw on any collateral or security therefor. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations (as and to the extent provided in the D&O Liability Insurance Policies) assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan.

117. After the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including any "tail policy") in effect, with respect to conduct occurring prior to the Petition Date, and all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date. In addition, to the maximum extent permitted by Law, neither filing of these Chapter 11 Cases, nor consummation of the Plan, shall constitute a "change of control" or "assignment" (or similar provision) with respect to the D&O Liability Insurance Policies assumed hereunder.

118. **Claims Payable by Third Parties**. No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a

Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

119. **Conditions Precedent to Effective Date**. The Effective Date of the Plan shall not occur unless and until all conditions set forth in Article IX.B of the Plan have been satisfied or waived in accordance with Article IX.C of the Plan.

120. **Injunctions, Releases, and Exculpation**. As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, all injunctions, releases, and exculpation provisions contained in the Plan, including those in Article VIII.B (Lien Release), Article VIII.C (Releases by the Debtors), Article VIII.D (Releases by Third Parties), Article VIII.D.1 (Class 4 Releases), Article VIII.E (Exculpation), and Article VIII.F (Injunction), are hereby approved and shall be effective and binding on all Persons, to the extent provided in the Plan, without further order or action by this Bankruptcy Court.

121. **Virginia Property Lien Release.** Without limiting the foregoing, the entry of this Confirmation Order shall constitute a finding by the Bankruptcy Court that any Virginia Mechanic's Lien against the Virginia Property shall be discharged upon the Effective Date, and upon the Effective Date, without further order of the Bankruptcy Court, all Virginia Mechanic's Liens against the Virginia Property shall be discharged and the Debtors are authorized to record the Confirmation Order in the applicable land records to effectuate the same. The Lien Release set forth in the Plan and this Confirmation Order shall effectuate a release of any and all Virginia Mechanic's Liens, whether perfected or unperfected and such Liens shall be deemed satisfied and discharged pursuant to Va. Code § 43-67. Such Lien Release shall include, but is not limited to,

the following Virginia Mechanic's Liens recorded against the Virginia Property and/or the Debtors' interest in the Virginia Property: (i) A&A Contractors, LLC dba New Market Asphalt Corp. recorded on November 21, 2024 as Instrument No. 240037271; (ii) Arbon Equipment Corporation recorded on April 25, 2025 as Instrument No. 250013384; (iii) Barry-Wehmiller Design Group Inc. recorded on January 22, 2025 as Instrument Nos. 250002227 and 250002228; (iv) Benton Roofing, Inc. recorded on January 23, 2025 as Instrument No. 250002472; (v) Capital Interiors Contractors, Inc. recorded on December 17, 2024 as Instrument Nos. 240040166 and 240040167; (vi) Century Construction Company, Inc. recorded on November 7, 2024 as Instrument No. 240035403; (vii) Century Concrete LLC recorded on December 2, 2024 as Instrument Nos. 240038193, 240038194, and 240038195; (viii) Colonial Webb Contractors Company recorded on December 17, 2024 as Instrument Nos. 240040157, 240040158, 240040159 and 240040162; (ix) C.T. Purcell Excavating recorded on November 7, 2024 as Instrument Nos. 240035620, 240035621, and 240035622; (x) ECS Mid-Atlantic, LLC recorded on January 21, 2025 as Instrument No. 250002098; (xi) Electrical Controls & Maintenance Inc. recorded on (a) on December 23, 2024 at Instrument Nos. 240041233 and 240041234, (b) on January 22, 2025 at Instrument No. 250002266; and (c) on February 13, 2025 as Instrument No. 250004831; (xii) Industrial TurnAround Corporation recorded on January 2, 2025 as Instrument No. 250000110; (xiii) ITW Food Equipment Group LLC recorded on January 10, 2025 as Instrument Nos. 250001176 and 250001179; (xiv) James River Nurseries, Inc. recorded on December 30, 2024 as Instrument No. 240041481; (xv) J.S. Archer Company, Inc. recorded on January 29, 2025 as Instrument No. 250003109; (xvi) Liphart Steel Co. Inc. recorded on December 17, 2024 as Instrument Nos. 240040163, 240040164, and 240040165; (xvii) Material Handling Technologies Inc. recorded on January 30, 2025 as Instrument No. 250003218; (xviii) OCS Intellitrak Inc.

recorded on March 7, 2025 as Instrument No. 250007132; (xix) Panel Built Inc. recorded on January 24, 2025 as Instrument Nos. 250002624 and 250002625; (xx) PB Tec USA Inc. recorded on January 27, 2025 as Instrument Nos. 250002716 and 250002717; (xxi) Trane U.S. Inc. recorded on January 2, 2025 as Instrument No. 250000078; (xxii) Whiting-Turner Contracting Company recorded on (a) November 27, 2024 as Instrument Nos. 240037960, 240037961, 240037962, 240037963, 240037964, 240037965, 240037966, and 240037967 and (b) January 27, 2025 as Instrument Nos. 250002646, 250002647, 250002648, 250002649, 250002650, 250002651, 250002652 and 250002653; and (xxiii) W.W. Nash & Sons Inc. recorded on (a) January 27, 2025 as Instrument Nos. 25000264 and 25000265 and (b) January 29, 2025 as Instrument Nos. 250003124 and 250003126. The Reorganized Debtors are authorized, but not obligated, to record this Confirmation Order in the Clerk's Office for the Circuit Court of Chesterfield County, or such other land records as may be appropriate, in order to further effectuate the Lien Releases provided for in the Plan and Confirmation Order. Any pending claim, action, or Causes of Action seeking to enforce a Virginia Mechanic's Lien shall be dismissed with prejudice as to all parties.

122. **Discharge of Debtors**. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Definitive Documents, the Plan, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties,

regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan.

123. **Government Approvals Not Required**. Except as otherwise expressly provided in the Plan or this Confirmation Order, this Confirmation Order shall constitute all approvals and consents required, if any, by the Laws of any state, province, or any other governmental authority with respect to the implementation or Consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement, and any Plan Document, or the Restructuring Transactions. Notwithstanding the foregoing, nothing in the Plan Documents, shall cause the United States of America, inclusive of its agencies and sub-agencies (the "United States") or any state or local authority to be a Releasing Party under the Plan Documents; or affect or impair the exercise of the United States' or any state or local authority's police and regulatory powers.

124. **1146 Exemption**. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other

Person) of property under, in contemplation of, or in connection with the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity Security, or other interest in the Debtors or Reorganized Debtors, including the Plan Securities; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of any additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, sales or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of this Confirmation Order, the appropriate federal, state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

125. **Statutory Fees and Quarterly Reports**. The Debtors or Reorganized Debtors, as applicable, shall pay all fees required to be paid to the Clerk of this Bankruptcy Court and the U.S. Trustee pursuant to 28 U.S.C. 1930(a) that become due and payable prior to the Effective Date. The Liquidation Trust shall file with this Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. On and after the Effective Date, the Liquidation Trust is obligated to pay any such fees when they become due and payable until the earliest of the case of Debtor Plenty Unlimited Texas, LLC (the "Remaining Debtor") being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

126. **Transaction Expenses**. The Transaction Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases), without any requirement to file a fee application with the Bankruptcy Court, without the need for itemized time detail, or without any requirement for Bankruptcy Court review or approval. All Transaction Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least two (2) Business Days before the anticipated Effective Date; *provided* that such estimates shall not be considered an admission or limitation with respect to such Transaction Expenses. On or as soon as practicable after the Effective Date, final invoices for all Transaction Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors or Reorganized Debtors, as applicable. In addition, the Debtors and/or the Reorganized Debtors, as applicable, shall continue to pay, when due, pre- and post-Effective Date Transaction Expenses related to implementation, consummation, and defense of the Plan, whether incurred before, on, or after the Effective Date, without any requirement for Bankruptcy Court review or approval.

127. **Professional Compensation**. All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court.

128. The Plan Administration Amount shall not be used for fees and expenses incurred by the Debtors' Professionals for the preparation, filing, and prosecution of requests for payment of Professional Fee Claims for such Professionals, which shall instead be paid in accordance with Article II.C.4 of the Plan.

129. Fees and expenses incurred by the Committee's Professionals for the preparation, filing, and prosecution of requests for payment of Professional Fee Claims for such Professionals shall be paid solely from the Plan Administration Amount.

130. **Documents, Mortgages, and Instruments**. Each federal, state, commonwealth, provincial, local, foreign, or other governmental agency is hereby authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions, including the Restructuring Transactions, contemplated by the Plan and this Confirmation Order.

131. **Reversal/Stay/Modification/Vacatur of Order**. Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated, or stayed by subsequent order of this Bankruptcy Court, or any other court, such reversal, stay, modification, or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or Lien incurred or undertaken by the Debtors, the Reorganized Debtors, or any other party authorized or required to take action to implement the

Plan, as applicable, prior to the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification, or vacatur of this Confirmation Order, any act or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, the Plan Documents, or any amendments or modifications to the foregoing.

132. **Provisions of Plan and Order Nonseverable and Mutually Dependent**. Each term and provision of the Plan, as it may have been altered or interpreted in accordance with Article XII.K of the Plan, is: (a) valid and enforceable in accordance with its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' or the Reorganized Debtors' consent, as applicable (subject to the consent rights contained or incorporated in each of the Plan); and (c) nonseverable and mutually dependent. The provisions of the Plan and the provisions of this Confirmation Order hereby deemed nonseverable and mutually dependent.

133. **Post-Confirmation Modifications**. Without need for further order or authorization of this Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan (subject to the consent rights contained in each of the Plan). Subject to those restrictions on modifications set forth in the Plan and the requirements of section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 each of the Debtors expressly reserves its respective rights to revoke or withdraw, or to alter, amend, or modify the Plan with respect to such Debtor, one or more times after Confirmation, and, to the extent necessary, may initiate proceedings in this Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or

reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan (subject to the consent rights contained or incorporated in each of the Plan). Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X.A of the Plan.

134. **Applicable Non-Bankruptcy Law**. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, the Plan Documents, and any other related documents or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

135. **Waiver of Filings**. Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to file any list, schedule, or statement with the Bankruptcy Court or the Office of the U.S. Trustee is permanently waived as to any such list, schedule, or statement not filed as of the Confirmation Date.

136. **Notices of Confirmation and Effective Date**. As soon as reasonably practicable after the Effective Date, the Reorganized Debtors shall serve notice of the occurrence of the Effective Date, substantially in the form annexed hereto as **Exhibit B**, on all holders of Claims and Interests, the U.S. Trustee, and all other parties in interest. The notice is hereby approved in all respects and shall be deemed good and sufficient notice of entry of this Confirmation Order and the occurrence of the Effective Date.

137. **Failure of Consummation**. Notwithstanding the entry of this Confirmation Order, if Consummation of the Plan does not occur as to any Debtor, the Plan shall be null and void in all respects as to all Debtors, unless the Plan Sponsors otherwise consents to Consummation as to the remaining Debtors, in which case Consummation as to such remaining Debtors may proceed. As

it relates to the Debtors with respect to which Consummation does not occur: (i) any assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant to the Plan will be null and void in all respects; and (ii) nothing contained in the Plan or the Disclosure Statement: (a) constitute a waiver or release of any Claims by such Debtors, Claims, or Interests; (b) prejudice in any manner the rights of such Debtors, any Holders of Claims or Interests, or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking by such Debtors, any Holders of Claims or Interests, or any other Entity.

138. **Substantial Consummation**. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

139. **Closing of Chapter 11 Cases**. On the Effective Date, the cases of the Debtors other than the Remaining Debtor shall be deemed to be closed (and this Confirmation Order serves as the final decree for such cases) without the need for further motion or order.

140. **Waiver of Stay**. The requirements under Bankruptcy Rule 3020(e) that a confirmation order is stayed until the expiration of 14 days after entry are hereby waived. This Confirmation Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062 or otherwise.

141. **References to and Omissions of Plan Provisions**. References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of this

Bankruptcy Court that the Plan be confirmed in its entirety, except as expressly modified herein, and incorporated herein by reference.

142. **Plan Supplement**. Notwithstanding anything to the contrary herein, certain documents included in the Plan Supplement remain subject to further negotiation and are subject to the consent rights set forth in the Plan, and may be amended and/or supplemented with documents that meet the consent rights set forth in the Plan prior to the occurrence of the Effective Date. For the avoidance of doubt, on the Effective Date, the Debtors may amend or supplement the Plan Supplement following the entry of this Confirmation Order to the extent authorized by the Plan and this Confirmation Order.

143. **Headings**. Headings utilized herein are for convenience and reference only, and do not constitute a part of this Confirmation Order for any other purpose.

144. **Inconsistency**. The provisions of the Plan and of this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purposes of each; *provided, however*, that if there is determined to be any inconsistency between any Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any such provision of this Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence.

145. **Final Order**. This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof.

146. **Retention of Jurisdiction**. To the fullest extent permitted by applicable Law, and notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all

matters arising in, arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including, without limitation, with respect to the matters set forth in Article XI of the Plan.

Signed: May 15, 2025

Christopher Lopez
United States Bankruptcy Judge

Exhibit A

Plan

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

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

SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PLENTY UNLIMITED TEXAS LLC AND ITS DEBTOR AFFILIATES

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Co-Counsel to the Debtors and Debtors in Possession

Dated: May 14, 2025

[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.

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INTRODUCTION

Plenty Unlimited Texas LLC and the above-captioned debtors and debtors in possession (collectively, the "Debtors"), propose this joint chapter 11 plan of reorganization (as modified, amended, or supplemented from time to time, the "Plan") for the resolution of the outstanding claims against, and equity interests in, the Debtors. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor. Holders of Claims against, or Interests in, the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, risk factors, a summary and analysis of this Plan, the Restructuring Transactions, and certain related matters. The Debtors and the Plan Sponsors (as defined herein) are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

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

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in this Plan, capitalized terms have the meanings set forth below.

1. "*Additional Settlement Amount*" means $1.25 million in Cash, which may be contributed by the Virginia Property Landlord or other funding source, to be shared Pro Rata by all Holders of Allowed Virginia Mechanic's Lien Claims, with the denominator of such Pro Rata calculation inclusive of WT's Allowed Virginia Mechanic's Lien Claim. For the avoidance of doubt, the portion of the Additional Settlement Amount distributable to WT on account of its Allowed Virginia Mechanic's Lien Claim shall be allocated ratably to the WT Subcontractors in accordance with the Virginia Mechanic's Lien Settlement.

2. "*Administrative Claim*" means a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 365, 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors incurred on or after the Petition Date and through the Effective Date; (b) Allowed Professional Fee Claims; (c) Cure amounts; (d) all fees and charges assessed against the Estates under chapter 123 of the Judicial Code; and (e) Transaction Expenses.

3. "*Administrative Claims Bar Date*" means the deadline for Filing all requests for allowance and payment of Administrative Claims, which, except in the case of Professional Fee Claims, shall be thirty (30) days after the Effective Date. Professional Fee Claims shall be filed in accordance with the provisions of Article II.C. hereof.

4. "*Affiliates*" has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity were a debtor in a case under the Bankruptcy Code.

5. "*Allowed*" means, with respect to any Claim, except as otherwise provided in the Plan: (1) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been Filed; or (2) a Claim Allowed pursuant to the Plan, a Final Order of the Bankruptcy Court, or agreement, with the consent of the Plan Sponsors, between the Holder of such Claim and the Debtors; or (3) a General Unsecured Claim Allowed pursuant to the Plan, a Final Order of the Bankruptcy Court, or agreement between the Holder of such General Unsecured Claim and the Liquidation Trust; *provided that* with respect to a Claim described in clause (1) above, such Claim shall be considered Allowed only if, and to the extent that, with respect to such Claim, no objection to the allowance thereof has been Filed by the Debtors, the Reorganized Debtors, the Liquidation Trustee, as applicable, or any other party in interest within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection was so Filed and the Claim shall have been Allowed by a Final Order of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the Debtors. "Allow" and "Allowing" shall have correlative meanings.

6. "*Assumption Schedule*" means a schedule of Executory Contracts and Unexpired Leases to be assumed by the Debtors pursuant to the Plan, which schedule shall be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time in accordance with the terms hereof and with the prior written consent of the Plan Sponsors in their discretion.

7. "*Avoidance Actions*" means any and all actual or potential avoidance, recovery, subordination, or other Claims, Causes of Action, or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy Law, including Claims, Causes of Action, or remedies under sections 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer Laws.

8. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

9. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas.

10. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court, each, as amended from time to time.

11. "*Bar Date*" means, as applicable, the Administrative Claims Bar Date and any other date or dates established by an order of the Bankruptcy Court by which Proofs of Claim must be Filed, including pursuant to the *Order (I) Setting Bar Dates for Filing Proofs of Claim and Assertion of VA M&M Liens; (II) Approving Form and Manner for Filing Proofs of Claim and VA M&M Lien Notices; (III) Approving Notice of Bar Dates; and (IV) Granting Related Relief* [Docket No. 122], and subject to any extension granted by the Debtors. Notwithstanding the

foregoing, the Professional Fee Claims shall be Filed in accordance with Article II.C hereof and shall not otherwise be subject to the Bar Date.

12. "*Bid Procedures*" means the bid procedures attached as Exhibit 1 to the Bid Procedures Order.

13. "*Bid Procedures Documents*" means the Bidding Procedures, the Bidding Procedures Motion, the Bidding Procedures Order, and the Stalking Horse Purchase Agreement.

14. "*Bid Procedures Motion*" means 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* [Docket No. 31].

15. "*Bid Procedures Order*" means the order entered by the Bankruptcy Court approving the Bid Procedures and establishing deadlines for the submission of bids and the auction in accordance with such procedures [Docket No. 57].

16. "*Bridge Facility*" means that certain secured facility provided pursuant to the Bridge Facility Note.

17. "*Bridge Facility Collateral Agent*" means the Collateral Agent under and as defined in the Bridge Facility Note.

18. "*Bridge Facility Collateral and Guarantee Agreement*" means that certain Collateral and Guarantee Agreement dated as of February 21, 2025, by and among Parent, certain of the Debtors party thereto as Grantors, the Bridge Facility Collateral Agent and the Bridge Facility Holders, as amended, restated, amended and restated supplemented or otherwise modified from time to time.

19. "*Bridge Facility Claims*" means any Claims, arising under, derived from, based on or related to the Bridge Facility, including, for the avoidance of doubt, in respect of principal, interest, fees, commitment premiums, exit premiums, other premiums, expenses, indemnities and other amounts arising or owing thereunder.

20. "*Bridge Facility Claims Rights Offering Amount*" means a portion of the Rights Offering that shall be available for participation to Holders of Allowed Bridge Facility Claims, as specified in the Rights Offering Procedures, which amount shall be commensurate with the aggregate amount of Allowed Bridge Facility Claims relative to the aggregate amount and portion of Allowed Virginia Mechanic's Lien Claims and Allowed General Unsecured Claims that are receiving the right to participate in the Rights Offering.

21. "*Bridge Facility Note*" means that certain Third Amended and Restated Note Due March 28, 2025, dated as of March 18, 2025, by and among Parent, certain of the Debtors party thereto as Loan Parties and the Bridge Facility Holders, as amended, restated, amended and restated supplemented or otherwise modified from time to time.

22. "*Bridge Facility Documents*" means the Bridge Facility Note, the Bridge Facility Collateral and Guarantee Agreement and any other documentation entered into in connection with the Bridge Facility, including all agreements, documents, and instruments delivered or entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, instruments, financing and other equivalent statements, notices and related documents, as any of the foregoing may have been amended, restated, modified, or supplemented from time to time prior to the Petition Date.

23. "*Bridge Facility Holders*" means, collectively, the "Holders" under and as defined in the Bridge Facility Note.

24. "*Business Day*" means any day other than a Saturday, Sunday, "legal holiday" (as defined in Bankruptcy Rule 9006(a)) or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

25. "*Cash*" or "*$*" means cash in legal tender of the United States of America and cash equivalents, including bank deposits, checks, and other similar items.

26. "*Cash Collateral*" has the meaning set forth in section 363(a) of the Bankruptcy Code.

27. "*Causes of Action*" means any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, judgments, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, Law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by Law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of state, provincial, or federal Law or breach of any duty imposed by Law or in equity, including securities Laws, negligence, and gross negligence; (c) the right to object to or otherwise contest Claims or Interests; (d) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (f) any Avoidance Actions.

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

29. "*Claim*" has the meaning set forth in section 101(5) of the Bankruptcy Code.

30. "*Claims and Balloting Agent*" means Stretto, Inc., the notice, claims, and solicitation agent retained by the Debtors in the Chapter 11 Cases.

31. "*Claims Register*" means the official register of Claims and Interests maintained by the Claims and Balloting Agent.

32. "*Class*" means a class of Claims or Interests as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

33. "*Class 4 Allowed Virginia Mechanic's Lien Claims Schedule*" means a schedule of Holders in Class 4 and their Allowed Claims as of the Effective Date, which schedule shall be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time in accordance with the terms hereof and with the prior written consent of the Plan Sponsors in their discretion.

34. "*Class 4 Releases*" means those releases of liability in favor of WT and the Virginia Property Landlord as described in Article VIII.D.1 hereof, to be provided by Holders of Class 4 Claims, in accordance with the procedures set forth in Article IV.A hereof.

35. "*Class 4 Opt-Out Form*" means the release opt-out form available to Holders of Class 4 Claims to opt out of providing Class 4 Releases, substantially attached to the Plan Supplement as Exhibit J.

36. "*Class 4 Opt-Out Procedures"* has the meaning set forth in Article IV.A(k) of the Plan.

37. "*CM/ECF*" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

38. "*Combined Hearing Notice*" means the notice sent to the Debtors' stakeholders, notifying them of (i) the time of the hearing to consider (a) approval of the Disclosure Statement on a final basis and (b) confirmation of the Plan; and (ii) the deadline for objections to the adequacy of the Disclosure Statement and/or confirmation of the Plan.

39. "*Committee*" means any official committee of unsecured creditors appointed by the U.S. Trustee under section 1102(b) of the Bankruptcy Code in these Chapter 11 Cases.

40. "*Committee Professional Fee Account*" means the Committee Carve-Out Account (as defined in the Final DIP Order) which, subject to the Plan Sponsors' consent, in accordance with the Final DIP Order, shall be funded by the Debtors with Cash on the Effective Date, such that the total amount of cash in such account is equal to the Committee Professional Fee Amount.

41. "*Committee Professional Fee Amount*" means the aggregate amount of unpaid Committee Professional Fee Claims and other unpaid fees and expenses that the Committee's Professionals reasonably estimate they have incurred or will incur through the Effective Date in rendering services to the Committee as set forth in Article II.C.3 of the Plan.

42. "*Committee Professional Fee Claim*" means a Claim by a Professional retained by the Committee seeking an award by the Bankruptcy Court of compensation for services rendered

or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

43. "*Committee Professional Fee Savings*" means the difference between (a) $1.75 million and (b) all Allowed Committee Professional Fee Claims and any post-Confirmation, pre-Effective Date fees of any Committee Professionals, paid to the Committee Professionals, up to $260,000.

44. "*Committee Settlement*" means the terms of the settlement between the Debtors and the Committee, as incorporated herein.

45. "*Company Parties*" means the Parent and each of its direct and indirect subsidiaries.

46. "*Company-Related Matters*" means anything related to the Company Parties or the Debtors (including the management, ownership, or operation thereof), the purchase, sale, amendment, or recission of any Claim against or Interest in the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Company Parties and any Released Party, the Company Parties' in- or out-of-court restructuring efforts, the Company Parties' intercompany transactions, the formulation, preparation, dissemination, solicitation, negotiation, entry into the Chapter 11 Cases and any related adversary proceedings, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or Filing of, as applicable, the Chapter 11 Cases, the DIP Loan Documents, the Definitive Documents, the Disclosure Statement, the New Organizational Documents, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transactions, contract, instrument, release, or other agreement or document created or entered into in connection with the foregoing (including, for the avoidance of doubt, any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement or upon any other related act, or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date.

47. "*Confirmation*" means the Bankruptcy Court's entry of the Confirmation Order on the docket of the Chapter 11 Cases.

48. "*Confirmation Date*" means the date the Confirmation Order is entered on the docket of the Chapter 11 Cases.

49. "*Confirmation Hearing*" means the hearing to be held by the Bankruptcy Court on confirmation of the Plan and the adequacy of the Disclosure Statement, as such hearing may be continued from time to time.

50. "*Confirmation Order*" means the order entered by the Bankruptcy Court on the docket of the Chapter 11 Cases confirming the Plan.

51. "*Consummation*" means the occurrence of the Effective Date.

52. "*Cure*" means all amounts, including an amount of $0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

53. "*D&O Liability Insurance Policies*" means all insurance policies of any of the Debtors for directors', managers', and officers' liability existing as of the Petition Date (including any "tail policy") and all agreements, documents, or instruments relating thereto.

54. "*Debtors*" means, collectively, each of the following: Plenty Unlimited Inc.; MJNN LLC; White Farms LLC; Blue Gardens LLC; Bright Agrotech, Inc.; P F2 VA LLC; and Plenty Unlimited Texas LLC.

55. "*Debtor Release*" means the release set forth in Article VIII.C of the Plan.

56. "*Debtor Professional Fee Account*" means the Debtor Carve-Out Account (as defined in the Final DIP Order), which, subject to the Plan Sponsor's consent, shall be funded by the Debtors with Cash on the Effective Date in an amount such that the total amount in such account is equal to the Debtor Professional Fee Amount. For the avoidance of doubt, the Debtor Professional Fee Account shall not be funded in an amount in excess of the Debtor Professional Fee Amount without the consent of the Plan Sponsors.

57. "*Debtor Professional Fee Amount*" means the aggregate amount of unpaid Debtor Professional Fee Claims and other unpaid fees and expenses that the Debtors' Professionals reasonably estimate they have incurred or will incur through the Effective Date in rendering services to the Debtors as set forth in Article II.C.3 of the Plan, which amount shall not exceed in aggregate the amount for such Professionals set forth in the Approved Budget.

58. "*Debtor Professional Fee Claim*" means a Claim by a Professional retained by the Debtors seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

59. "*Definitive Documents*" means (a) the Plan; (b) the Confirmation Order; (c) the Disclosure Statement; (d) the Disclosure Statement Order; (e) the Solicitation Materials; (f) the Plan Supplement; (g) the DIP Loan Documents; (h) the First Day Pleadings, and all orders sought pursuant thereto; (i) Rights Offering Procedures, and any and all documentation required to implement, issue, and distribute the New Money Rights Offering Equity Interests; (j) any and all documentation required to implement, issue, and distribute the New Money Private Placement Equity Interests; (k) the New Organizational Documents; (l) the Liquidation Trust Agreement; (m) the GUC Warrant Documents; and (n) the WT Completion Equity Agreement; and (o) any other agreements, documentation or instruments necessary or advisable to implement, consummate, or document the transactions contemplated by the Plan (in each case, including all exhibits, schedules, amendments, modifications, supplements, appendices, annexes, instructions,

and attachments thereto). Each Definitive Document shall be acceptable in form in substance to the Plan Sponsors and the DIP Lenders.

60. "*DIP Agent"* means the administrative agent and collateral agent under the DIP Loan Agreement.

61. "*DIP Claims*" means any and all Claims arising under, derived from, or based upon the DIP Loan Documents, including all amounts outstanding in respect of principal, interest, fees, expenses, costs, penalties and other charges arising under the DIP Loan Documents, which DIP Claims shall have the priorities set forth in the DIP Loan Agreement and the DIP Order.

62. "*DIP Facility*" means the senior-secured superpriority debtor-in-possession delayed draw term loan facility for the DIP Loans, entered into on the terms and conditions set forth in the DIP Loan Documents.

63. "*DIP Facility Collateral*" means the collateral securing the DIP Facility, as set forth more specifically in the DIP Loan Agreement or any security documents relating thereto.

64. "*DIP Lenders*" means the "Lenders" under and as defined in the DIP Loan Agreement.

65. "*DIP Loans*" means the Loans under and defined in the DIP Facility.

66. "*DIP Loan Agreement*" means that certain *Superpriority Senior Secured Debtor-in-Possession Loan Agreement*, among Parent, the other Debtor guarantors party thereto, and the DIP Agent, which sets forth the terms of the DIP Facility, including all exhibits, annexes, and schedules thereto, as the same may be amended, modified, restated or supplemented from time to time in accordance with the terms thereof and the DIP Orders.

67. "*DIP Loan Documents*" means, collectively, the DIP Motion, the DIP Orders, the DIP Loan Agreement and any other agreements, documents, and instruments delivered or entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, instruments, financing and other equivalent statements, notices and related documents, as any of the foregoing may be amended, modified, restated, or supplemented from time to time in accordance with the terms thereof and the DIP Orders.

68. "*DIP Motion*" means the motion filed by the Debtors seeking entry of the DIP Orders, together with all exhibits thereto and any declarations, affidavits, or other documents filed in connection with such motion.

69. "*DIP Orders*" means, together, the Interim DIP Order and the Final DIP Order.

70. "*Disbursing Agent*" means, as applicable, (i) the Liquidation Trust to make or facilitate distributions, as applicable, to Holders of Allowed General Unsecured Claims, or (ii) the Reorganized Debtors, or such other Entity or Entities selected by the Reorganized Debtors, to

make or facilitate any other distributions pursuant to the Plan, which Entity may include the Claims and Noticing Agent.

71. "*Disclosure Statement*" means the disclosure statement with respect to the Plan, and all exhibits, appendices, and schedules thereto, each as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof or hereof.

72. "*Disclosure Statement Order*" means an order of the Bankruptcy Court entered on the docket of the Chapter 11 Cases, approving the Disclosure Statement on either a conditional or final basis as a disclosure statement meeting the applicable requirements of the Bankruptcy Code, and, to the extent necessary, approving the related Solicitation Materials, which order may be the Confirmation Order.

73. "*Disputed*" means, with respect to any Claim or Interest, any Claim or Interest: (1) listed on the Schedules as unliquidated, disputed or contingent, unless a Proof of Claim has been Filed in a liquidated and non-contingent amount and no objection to such Proof of Claim has been timely filed; (2) included in a Proof of Claim as to which an objection or request for estimation has been timely filed, or as to which the Debtors, the Reorganized Debtors, or the Liquidation Trustee, as applicable, or other parties in interest, retain the ability to interpose a timely objection or request for estimation; or (3) which is otherwise disputed by the Debtors or Reorganized Debtors, as applicable, in accordance with applicable law and for which the objection, request for estimation, or dispute has not been withdrawn or determined by a Final Order. Claims that are Allowed by the Plan or that have been Allowed by a Final Order shall not be Disputed Claims.

74. "*Distribution Date*" means, except as otherwise set forth herein, the date or dates determined by the Debtors or the Reorganized Debtors, on or after the Effective Date, with the first such date occurring on or as soon as is reasonably practicable after the Effective Date, upon which the Disbursing Agent shall make distributions to Holders of Allowed Claims or Allowed Interests entitled to receive distributions under the Plan.

75. "*Distribution Record Date*" means the record date for purposes of making distributions under the Plan on account of Allowed Claims and Allowed Interests, which date shall be on or as soon as is reasonably practicable after the Effective Date.

76. "*Effective Date*" means, as to the applicable Debtor, the date that is the first Business Day on which (a) no stay of the Confirmation Order is in effect and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.B of the Plan have been satisfied or waived in accordance with Article IX.C of the Plan.

77. "*Entity*" has the meaning set forth in section 101(15) of the Bankruptcy Code.

78. "*Estate*" means as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code upon the commencement of such Debtor's Chapter 11 Case.

79. "*Exchange Act*" means the Securities and Exchange Act of 1934, as amended.

80. "*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.

81. "*Executory Contract*" means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

82. "*Existing Common Equity Interests*" means the common Interests in the Parent immediately prior to the consummation of the transactions contemplated in this Plan.

83. "*Existing Preferred Equity Interests*" means the preferred Interests in the Parent immediately prior to the consummation of the transactions contemplated in this Plan.

84. "*Federal Judgment Rate*" means the federal judgment rate in effect as of the Petition Date.

85. "*File*," "*Filed*," or "*Filing*" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

86. "*Final DIP Order*" means an order by the Bankruptcy Court entered on the docket of the Chapter 11 Cases, approving the DIP Facility and related relief on a final basis, which final DIP Order shall be acceptable, in form and substance to the DIP Lenders [Docket No. 239].

87. "*Final Order*" means an order or judgment of the Bankruptcy Court, or court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing will have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; *provided* that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules (or analogous rules applicable in another court of competent jurisdiction), or sections 502(j) or 1144 of the Bankruptcy Code, may be filed with respect to such order will not preclude such order from being a Final Order.

88. "*First Day Pleadings*" means the pleadings and related documentation requesting certain emergency relief, or supporting the relief for such relief, Filed by the Debtors on or around the Petition Date and heard at the "first day" hearing.

89. "*General Unsecured Claim*" means any Claim against any of the Debtors that is not (a) an Administrative Claim; (b) a Professional Fee Claim; (c) a Priority Tax Claim; (d) a DIP Claim; (e) an Other Secured Claim; (f) an Other Priority Claim; (g) a Bridge Facility Claim; (h) Virginia Mechanic's Lien Claim; or (i) an Intercompany Claim. For the avoidance of doubt,

any Virginia Mechanic's Lien Deficiency Claim shall constitute a General Unsecured Claim, unless otherwise waived in accordance with the terms of this Plan.

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

91. "*GUC Cash Pool*" means $1,100,000 in Cash, which amount shall be ratably reduced in respect of any Holders of General Unsecured Claims that elect to participate in the Rights Offering.

92. "*GUC Rights Offering Amount*" means a portion of the Rights Offering that shall be available for participation to Holders of Allowed General Unsecured Claims, as specified in the Rights Offering Procedures, which amount shall be commensurate with the aggregate amount of Allowed General Unsecured Claims relative to the aggregate amount and portion of Allowed Virginia Mechanic's Lien Claims and Allowed Bridge Facility Claims that are receiving the right to participate in the Rights Offering.

93. "*GUC Warrants*" means new warrants to be issued to holders of Allowed General Unsecured Claims in accordance with the terms of the Plan and the GUC Warrant Documents.

94. "*GUC Warrant Documents*" means any and all agreements, documents, and instruments delivered or entered into in connection with, or otherwise governing, the GUC Warrants, including a warrant agreement to be entered into between the Reorganized Parent and the warrant agent named therein (if not the Reorganized Parent) and that shall be reasonably acceptable to the Debtors, the Committee, and the Plan Sponsors.

95. "*Holder*" means a Person or an Entity, as applicable, holding a Claim against or an Interest in any of the Debtors.

96. "*Impaired*" means with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

97. "*Intercompany Claim*" means any Claim against a Debtor or an Affiliate of a Debtor held by another Debtor or an Affiliate of a Debtor.

98. "*Intercompany Interest*" means an Interest in a Debtor held by another Debtor.

99. "*Interests*" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (in each case whether or not arising under or in connection with any employment agreement).

100. "*Insider*" has the meaning set forth in section 101(31) of the Bankruptcy Code.

101. "*Interim DIP Order*" means an order by the Bankruptcy Court entered on the docket of the Chapter 11 Cases, approving the DIP Facility and related relief on an interim basis, which Interim DIP Order shall be acceptable to the DIP Lenders [Docket No. 67].

102. "*IRS*" means the United States Internal Revenue Service.

103. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as amended from time to time.

104. "*Law*" means any federal, state, local, or foreign law (including, in each case, any common law), statute, code, ordinance, rule, regulation, decree, injunction, order, ruling, assessment, writ or other legal requirement, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a Governmental Entity of competent jurisdiction (including the Bankruptcy Court).

105. "*Lien*" means a "lien" as defined in section 101(37) of the Bankruptcy Code.

106. *"Liquidation Trust"* means the trust to be created on the Effective Date pursuant to the Plan and the Liquidation Trust Agreement.

107. *"Liquidation Trust Agreement*" means the trust agreement by and among the Debtors and the Liquidation Trustee that, among other things, establishes the Liquidation Trust and describes the powers, duties, and responsibilities of the Liquidation Trustee, substantially in the form to be included in the Plan Supplement and consistent with the terms set forth herein, and otherwise reasonably acceptable to the Debtors, the Committee, and the Plan Sponsors.

108. "*Liquidation Trust Assets*" means (i) the GUC Cash Pool, (ii) the Liquidation Trust Causes of Action, and (iii) the remainder, if any, of the Plan Administration Amount following the payment of all Plan Administration Expenses.

109. "*Liquidation Trust Causes of Action*" means any Cause of Action of the Debtors, existing as of the Petition Date (including, for the avoidance of doubt, any Cause of Action under chapter 5 of the Bankruptcy Code with respect to pre-Petition Date transactions), that is (a) not released by the Debtors pursuant to the releases and exculpations contained in the Plan, or (b) a Reorganized Debtor Cause of Action, which shall vest in the Liquidation Trust in accordance with Article IV.P of the Plan, *provided that* the Plan Sponsor's consent, in their sole discretion, shall be required for the Liquidation Trust's pursuit of any such Cause of Action.

110. "*Liquidation Trust Expenses*" means all reasonable fees, costs, and expenses of and incurred by the Liquidation Trust, including legal and other professional fees, costs, and expenses, administrative fees and expenses, insurance fees, taxes, and escrow expenses, including reasonable fees and expenses of the Liquidation Trustee, which shall be paid from the Plan Administration Amount in accordance with the Liquidation Trust Agreement and the Plan.

111. "*Liquidation Trust Interests*" means non-certificated beneficial interests in the Liquidation Trust entitling holders thereof to distributions from the Liquidation Trust.

112. "*Liquidation Trust Proceeds*" means proceeds of the Liquidation Trust Causes of Action, if any.

113. "*Liquidation Trust Responsibilities*" has the meaning given to it in Article IV.S.3 hereof.

114. "*Liquidation Trustee*" means the trustee of the Liquidation Trust, as selected in the Committee's sole discretion, with the role, responsibilities, and authority relating to the Liquidation Trust as set forth in the Liquidation Trust Agreement and in accordance with the Plan.

115. "*New Board*" means the boards of directors or members of the applicable governing bodies of the applicable Reorganized Debtors, and as set forth in the Plan Supplement.

116. "*New Common Equity Interests*" means the common equity interests in the Reorganized Parent that may be authorized and/or issued on or after the Effective Date or as otherwise permitted pursuant to the New Organizational Documents.

117. "*New Equity Interests*" means collectively, the New Common Equity Interests and New Preferred Equity Interests.

118. "*New Money Investment*" means the new money investment to be consummated by one or more Reorganized Debtors on the Effective Date in accordance with the terms of the Plan in the form of the New Money Private Placement.

119. "*New Money Private Placement Equity Interests*" means the shares of New Equity Interests issued in connection with the New Money Private Placement.

120. "*New Money Private Placement*" means the new money private placement for less than 50% of the New Equity Interests to be consummated by one or more of the Reorganized Debtors on the Effective Date in accordance with the terms of the Plan and the New Money Private Placement Documents.

121. "*New Money Private Placement Documents*" means any and all other agreements, documents, and instruments delivered or entered into in connection with, or otherwise governing, the New Money Private Placement, including the Stock Purchase Agreement, dated as of the Effective Date, between Plenty SPV Holdco, LLC and Plenty Unlimited, Inc. new money equity capital raise procedures, subscription forms, and any other materials distributed in connection with the New Money Private Placement.

122. "*New Money Rights Offering Equity Interests*" means, the shares of New Equity Interests issued in connection with the Rights Offering.

123. "*New Organizational Documents*" means, collectively, the Organizational Documents of the Reorganized Debtors.

124. "*New Preferred Equity Interests*" means the preferred equity interests in the Reorganized Parent that may be authorized and/or issued on the Effective Date or as otherwise permitted pursuant to the New Organizational Documents.

125. "*Non-Released Parties Schedule"* means a schedule of Persons that are excluded from the definition of "Released Party", which schedule shall be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time prior to the Combined Hearing.

126. "*Organizational Documents*" means, with respect to any Person other than a natural person, the organizational documents of such Person, including certificates of incorporation, certificates of formation, limited liability company agreements, partnership agreements, stockholders or shareholders agreements, operating agreements, equity subscription or purchase agreements, charters or bylaws, articles of association, memorandum of association or other constituent documents.

127. "*Other Priority Claim*" means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

128. "*Other Secured Claim*" means any Claim against a Debtor where, pursuant to section 506(a) of the Bankruptcy Code, the Claim is secured by a valid, perfected, and enforceable Lien that is not subject to avoidance under applicable bankruptcy or non-bankruptcy law in or upon any right, title, or interest of the Debtor in and to property of the Estate, to the extent of the value of the Debtor's interest in such property as of the relevant determination date, including, as applicable, any Claim in connection with any mechanic's or materialman's Lien filed against real property other than a Virginia Mechanic's Lien Claim.

129. "*Parent*" means Plenty Unlimited, Inc.

130. "*Person*" means an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, an unincorporated organization, a group, a Governmental Entity, or any legal entity or association.

131. "*Petition Date*" means the first date upon which any of the Debtors commences a Chapter 11 Case.

132. "*Plan Administration*" means all post-Effective Date activities related to administration of the Chapter 11 Cases and distributions pursuant to the Plan, including (i) prosecution of objections to any Claims (including any Administrative Expense Claim, Priority Tax Claim, General Unsecured Claim, and Secured Claim) or any Interest; (ii) distributions pursuant to the Plan to Holders of Allowed Claims and Interests; (iii) payment of any statutory fees due after the Effective Date; (iv) preparation and prosecution of any motion to close the Chapter 11 Case of Plenty Unlimited Texas, LLC (which will be the sole remaining open case following the Effective Date pursuant to Article XII.C hereof); (iv) preparation and filing of any post-Effective Date monthly operating reports or post-confirmation reports; and (v) preparation,

filing, and prosecution of requests for payment of Professional Fee Claims which shall be paid in accordance with Article II.C.2 hereof.

133. "*Plan Administration Amount*" means (i) an amount up to $1.1 million plus (ii) the Committee Professional Fee Savings, if any, which amounts shall be used to fund Plan Administration Expenses and in each case which shall be funded in accordance with Article IV.S.2 hereof.

134. "*Plan Administration Expenses*" means all actual post-Effective Date fees, costs, expenses or similar amounts of any kind of the Estates and the Liquidation Trust Expenses (including to the extent incurred by all Professionals) with respect to the Plan Administration, subject to Article II.C.2 hereof.

135. "*Plan Distribution*" means a payment or distribution of consideration to holders of Allowed Claims and Allowed Interests under the Plan.

136. "*Plan Securities*" has the meaning given to it in Article IV.K hereof.

137. "*Plan Sponsors*" means, collectively, (i) One Madison Group – Plenty II, LLC, and (ii) SVF II Pacific (DE) LLC and/or one or more of their Affiliates or designees or successors in interest, as applicable.

138. "*Plan Supplement*" means the compilation of documents, forms of documents, term sheets, agreements, schedules, or exhibits to the Plan (together with any amendments, supplements, or modifications thereto) that will be filed by the Debtors with the Bankruptcy Court prior to the Confirmation Hearing, which shall include: (i) the New Organizational Documents for the Reorganized Parent; (ii) the slate of directors, managers, or persons with similar authority to be appointed to the New Board of the Reorganized Parent, to the extent known and determined; (iii) with respect to the members of the New Board of the Reorganized Parent, to the extent known and determined, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code; (iv) the Schedule of Retained Causes of Action; (v) the Rejected Executory Contracts and Unexpired Leases Schedule; (vi) the Non-Released Parties Schedule; (vii) the Assumption Schedule; (viii) the Class 4 Allowed Virginia Mechanic's Lien Claims Schedule; (ix) the form of Class 4 Opt-Out Form; (x) the Liquidation Trust Agreement, (xi) the GUC Warrant Documents, and (xii) the WT Completion Equity Agreement. The Debtors shall have the right to alter, amend, modify, or supplement the documents contained in the Plan Supplement prior to the Effective Date. Any Plan Supplement shall be in acceptable to the Plan Sponsors.

139. "*Plan*" means this joint chapter 11 plan of reorganization of the Debtors, including all exhibits, annexes, and schedules thereto (including the Plan Supplement), as such documents may be amended, supplemented, or modified from time to time in accordance with the terms hereof and thereof.

140. "*Plenty's Settlement Amount*" means an amount in Cash equal to 30 percent of each Allowed Class 4 Claim.

141. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

142. "*Pro Rata*" means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class, unless otherwise indicated.

143. "*Professional*" means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code. For the avoidance of doubt, "Professionals" does not include the Prepetition Secured Parties Advisors (as defined in the DIP Orders).

144. "*Professional Fee Amounts*" means the Debtor Professional Fee Amount and the Committee Professional Fee Amount.

145. "*Professional Fee Accounts*" means, collectively, the Debtor Professional Fee Account and the Committee Professional Fee Account.

146. "*Professional Fee Claim*" means a Debtor Professional Fee Claim or a Committee Professional Fee Claim, as applicable.

147. "*Proof of Claim*" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

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

149. "*Rejected Executory Contracts and Unexpired Leases Schedule*" means a schedule of Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to the Plan, which schedule shall be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time in accordance with the terms hereof and with the prior written consent of the Plan Sponsors in their discretion.

150. "*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.

151. "*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) New Money Investment providers; (g) each Releasing Party; (h) each current and former Affiliate of each Entity in clause (a) through the following clause (i); and (i) each Related Party of each Entity in clause (a) through this clause (i); *provided that*, notwithstanding the foregoing, such Persons listed on the Non-Released Parties Schedule shall not be a Released Party.

152. "*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) New Money Investment providers; (g) 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; (h) 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; (i) 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; (j) 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; (k) each current and former Affiliate of each Entity in clause (a) through the following clause (l); and (l) each Related Party of each Entity in clause (a) through this clause (l) 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 (l); *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.

153. "*Remaining Amount*" has the meaning set forth in Article IV.I.

154. "*Reorganized Debtors*" means the Reorganized Parent and each of the other Debtors as reorganized as of the Effective Date in accordance with the Plan, after giving effect to the Restructuring Transactions.

155. "*Reorganized Debtor Causes of Action*" means any Cause of Action of the Debtors that is not released by the Debtors pursuant to the releases and exculpations contained in the Plan, and that (a) arises after the Petition Date (excluding, for the avoidance of doubt, any Cause of Action under chapter 5 of the Bankruptcy Code with respect to pre-Petition Date transactions) or (b) is against vendors and suppliers (whether direct or indirect) for the Reorganized Debtors' go forward business, the Reorganized Debtors' contract counterparties (including insurers, whether current or former insurers), the Reorganized Debtors' employees, and other similar parties that conduct business with the Reorganized Debtors after the Effective Date, which shall vest in the Reorganized Debtors in accordance with Article IV.P of the Plan. For the avoidance of doubt,

Reorganized Debtor Causes of Action include, to the extent applicable, any Cause of Action against a taxing or regulatory authority to the extent necessary to preserve go forward tax attributes or regulatory compliance, but exclude tax refunds for periods assessed prior to the Petition Date.

156. "*Reorganized Parent*" means an Entity that shall (i) issue 100% of the New Equity Interests and (ii) own all of the equity interests in each other Reorganized Debtor (directly or indirectly).

157. "*Restructuring*" means the financial and operational restructuring of the Debtors, the principal terms of which are set forth in this Plan (including, for the avoidance of doubt, the Plan Supplement).

158. "*Restructuring Transactions*" means any transaction and any actions as may be necessary or appropriate to effect a restructuring of the Debtors' respective businesses or a corporate restructuring of the overall corporate structure of the Debtors on the terms set forth in this Plan, the issuance of all securities, notes, warrants, instruments, agreements, certificates, and other documents required to be issued or executed pursuant to the Plan, one or more inter-company mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate transactions, as described in Article IV.B of the Plan.

159. "*Rights Offering*" means the new money equity capital raise to be consummated by the Reorganized Parent on the Effective Date for at least 50% of the New Equity Interests in accordance with the Rights Offering Procedures, on terms and conditions described in Article IV.I of the Plan.

160. "*Rights Offering Equity Interest Price*" has the meaning set forth in Article IV.I of the Plan.

161. "*Rights Offering Procedures*" means the procedures governing the Rights Offering as approved by the Bankruptcy Court on April 23, 2025 [Docket No. 233] (as may be amended, modified or supplemented in accordance with the terms thereof).

162. "*Schedule of Retained Causes of Action*" means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, as the same may be amended, modified, or supplemented from time to time.

163. "*Secured Claim*" means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code to the extent of the amount subject to setoff.

164. "*Securities Act*" means the Securities Act of 1933, as amended.

165. "*Securities Rules*" means Rule 501(a)(1), (2), (3), (5), (7), (8), (9), (12) and (13) of Regulation D under the Securities Act.

166. "*Security*" means any security, as defined in section 2(a)(1) of the Securities Act or section 101(49) of the Bankruptcy Code.

167. "*Solicitation*" means the solicitation of votes to accept or reject the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.

168. "*Solicitation Materials*" means all documents, ballots, forms, and other materials provided in connection with Solicitation of the Plan (other than the Disclosure Statement).

169. "*Stalking Horse Purchase Agreement"* means the purchase agreement entered into by the Debtors and the Stalking Horse Bidder (as defined in the Bid Procedures) in accordance with the Bid Procedures.

170. "*Subordinated Claim*" means any Claim against the Debtors that is subject to subordination under section 509(c), section 510(b), or section 510(c) of the Bankruptcy Code, including any Claim for reimbursement, indemnification, or contribution (except indemnification or reimbursement Claims assumed hereunder). For the avoidance of doubt, Subordinated Claim includes any Claim arising out of or related to any agreement for the purchase or sale of securities of the Debtors or any of their Affiliates or any agreements related or ancillary to such agreement for the purchase or sale of securities of the Debtors or any of their Affiliates.

171. "*Third-Party Release*" means the release set forth in Article VIII.D of the Plan.

172. "*Transaction Expenses*" means all reasonable and documented fees and out-of-pocket expenses of the Plan Sponsors and DIP Lenders related to or incurred in connection with the Restructuring Transactions and the Chapter 11 Cases, whether arising before or after the Petition Date (including the reasonable and documented fees and out-of-pocket expenses of the advisors to each of Plan Sponsors and the DIP Lenders accrued since the inception of such engagements).

173. "*Trust Election Date*" means the date set forth as such in the Liquidation Trust Agreement.

174. "*Unexpired Lease*" means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

175. "*Unimpaired*" means with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

176. "*Unsecured Claim*" means any Claim that is not a Secured Claim.

177. "*Virginia Mechanic's Lien*" means any Lien pursuant to Virginia's mechanic's and materialmen's lien statute, including those derivative of Liens asserted by WT.

178. "*Virginia Mechanic's Lien Claim"* means any Claim arising from a Virginia Mechanic's Lien asserted or that could be asserted against the Virginia Farm, including any Claim asserted by WT or a WT Subcontractor.

179. "*Virginia Mechanic's Lien Deficiency Claim*" means the portion of any Allowed Virginia Mechanic's Lien Claim not satisfied pursuant to the Virginia Mechanic's Lien Settlement, which shall constitute a General Unsecured Claim, unless otherwise waived in accordance with the Plan.

180. "*Virginia Mechanic's Lien Claims Rights Offering Amount*" means a portion of the Rights Offering that shall be available for participation by Holders of Allowed Virginia Mechanic's Lien Claims, as specified in the Rights Offering Procedures, which amount shall be commensurate with the aggregate amount of Allowed Virginia Mechanic's Lien Claims relative to the aggregate amount and portion of Allowed Bridge Facility Claims and Allowed General Unsecured Claims that are receiving the right to participate in the Rights Offering.

181. "*Virginia Mechanic's Lien Settlement*" means the settlement described in Article IV.A of the Plan.

182. "*Virginia Farm*" means the Virginia Property and the Virginia Facility.

183. "*Virginia Facility*" means the buildings and/or structures built on the Virginia Property pursuant to the Debtors' leasehold interest in the Virginia Property, together with all related furniture, fixtures, and equipment, and all collectively comprising the Debtors' vertical strawberry farm.

184. "*Virginia Property*" means the real property generally known as 13500 North Enon Church Road, Chester, VA 23836.

185. "*Virginia Property Landlord*" means Realty Income Properties 9, LLC.

186. "*WT*" means The Whiting-Turner Contracting Company.

187. "*WT Completion Equity*" means New Common Equity Interests to be issued by the Reorganized Debtors to WT as part of the Mechanic's Lien Settlement and in accordance with the WT Completion Equity Agreement and the Plan.

188. "*WT Completion Equity Agreement*" means an equity agreement to be entered into between the Reorganized Parent and WT with respect to the WT Completion Equity, subject to Article IV.A hereof, which agreement shall be acceptable to the Debtors and the Plan Sponsors.

189. "*WT Settlement Amount*" means an amount in Cash equal to (a) (i) $2.75 million to be provided by WT *plus* (ii) any amounts received by WT on account of its Allowed Virginia Mechanic's Lien Claims pursuant to Article III.B.4, *less* (b) the WT Subcontractor Forfeited Amounts.

190. "*WT Subcontractors*" means, collectively, those Entities listed on the Class 4 Allowed Virginia Mechanic's Lien Claims Schedule that are identified as a subcontractor of WT.

191. *"WT Subcontractor Forfeited Amounts"* has the meaning set forth in Article IV.A(d) of the Plan.

B. Rules of Interpretation.

For purposes of this Plan:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; *provided* that any capitalized terms herein which are defined with reference to another agreement are defined with reference to such other agreement as of the date of the Plan, without giving effect to any termination of such other agreement or amendments to such capitalized terms in such other agreement following the date hereof;

(e) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns;

(f) any references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(g) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto;

(h) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement;

(i) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan;

(j) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan;

(k) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply;

(l) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be;

(m) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system;

(n) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated;

(o) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation";

(p) references to "Proofs of Claim," "holders of Claims," "Disputed Claims," and the like shall include "Proofs of Interest," "holders of Interests," "Disputed Interests," and the like, as applicable;

(q) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and

(r) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal Law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the Laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing Law of such agreement shall control), and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the Laws of the state, province, or country of incorporation or formation of the relevant Debtor or the Reorganized Debtors, as applicable.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. Reference to the Debtors or the Reorganized Debtors.

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. Nonconsolidated Plan.

Although for purposes of administrative convenience and efficiency this Plan has been filed as a joint plan for each of the Debtors and presents together Classes of Claims against and Interests in the Debtors, the Plan does not provide for the substantive consolidation of any of the Debtors.

H. Controlling Document.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and the Plan (including the Plan Supplement), the Confirmation Order shall control.

I. Consultation, Information, Notice, and Consent Rights.

Notwithstanding anything herein to the contrary, the Plan, all exhibits to the Plan, and the Plan Supplement, and all other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be acceptable to the Plan Sponsors and DIP Lenders.

ARTICLE II.
ADMINISTRATIVE CLAIMS, DIP CLAIMS, PRIORITY CLAIMS, AND TRANSACTION EXPENSES

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

A. Administrative Claims.

Subject to the provisions of sections 328, 330(a), and 331 of the Bankruptcy Code, unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the

Reorganized Debtors, as applicable, or otherwise provided for under the Plan, each Holder of an Allowed Administrative Claim (other than holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the holders of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such holder and the Debtors or the Reorganized Debtors, as applicable, and, in each case, with the consent of the Plan Sponsors; or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Administrative Claim. For the avoidance of doubt, subject to Article II.C hereof with respect to Professional Fee Claims, any treatment to be received by Holders of Allowed Administrative Expense Claims shall be borne by the Debtors or Reorganized Debtors, as applicable; *provided that*, for the further avoidance of doubt, no post-Effective Date fees or expenses of the Committee's or Debtors' Professionals shall be borne by the Debtors or Reorganized Debtors, other than with respect to fees and expenses incurred by the Debtors' Professionals for the preparation, filing, and prosecution of requests for payment of Professional Fee Claims for such Professionals, which shall be paid in accordance with Article II.C.4 hereof.

B. DIP Claims.

On the Effective Date, in full and final satisfaction of all Allowed DIP Claims, the DIP Obligations, including, for the avoidance of doubt, all Claims in respect of the outstanding principal amount of all DIP Loans and any accrued but unpaid interest thereon, including any outstanding fees, premiums, costs, or expenses, shall be repaid in full in Cash.

C. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court.

The Plan Administration Amount shall not be used for fees and expenses incurred by the Debtors' Professionals for the preparation, filing, and prosecution of requests for payment of

Professional Fee Claims for such Professionals, which shall instead be paid in accordance with Article II.C.4 hereof.

Fees and expenses incurred by the Committee's Professionals for the preparation, filing, and prosecution of requests for payment of Professional Fee Claims for such Professionals shall be paid solely from the Plan Administration Amount.

2. Professional Fee Accounts.

On the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall fund (i) the Debtor Professional Fee Account with Cash equal to the Debtor Professional Fee Amount, and (ii) the Committee Professional Fee Account with Cash equal to the Committee Professional Fee Amount. The Professional Fee Accounts shall be maintained solely for the Professionals.

The Allowed Debtor Professional Fee Claims and any post-Confirmation fees of any Debtor Professional shall be paid in Cash to the applicable Debtors' Professional, by the Debtors or Reorganized Debtors, first from any retainer held by such Professional or the Debtor Professional Fee Account. Any unused retainer held by a Debtor Professional and any amounts remaining in the Debtor Professional Fee Account, after all Allowed Debtor Professional Fee Claims have been paid in full, shall revert to the Reorganized Debtors without any further action or order of the Bankruptcy Court.

The Allowed Committee Professional Fee Claims and any post-Confirmation, pre-Effective Date fees of any Committee Professional shall be paid in Cash to the applicable Committee's Professional, first from the Committee Professional Fee Account. Any Committee Professional Fee Savings shall constitute a portion of the Plan Administration Amount and shall be contributed to the Liquidation Trust, and any unused amounts following payment of all Allowed Committee Professional Fee Claims and Committee Professional Fee Savings remaining in the Committee Professional Fee Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court. For the avoidance of doubt, any and all fees and expenses of the Liquidation Trust shall be exclusively paid out of the Plan Administration Amount.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors or Committee, as applicable, before and as of the Effective Date, and shall deliver such estimate to the Debtors no later than two (2) Business days before the Effective Date; *provided* that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of each Professional's final request for payment in the Chapter 11 Cases. If a Professional does not provide an estimate, the Debtors or Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Confirmation Date Fees and Expenses.

Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation of Debtor Professionals (first from any retainer held by such Professional or the Debtor Professional Fee Account), and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

D. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. For the avoidance of doubt, any treatment to be received by Holders of Allowed Priority Tax Claims shall be borne by the Debtors or Reorganized Debtors, as applicable.

E. Payment of Transaction Expenses.

The Transaction Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases), without any requirement to file a fee application with the Bankruptcy Court, without the need for itemized time detail, or without any requirement for Bankruptcy Court review or approval. All Transaction Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least two (2) Business Days before the anticipated Effective Date; *provided* that such estimates shall not be considered an admission or limitation with respect to such Transaction Expenses. On or as soon as practicable after the Effective Date, final invoices for all Transaction Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors or Reorganized Debtors, as applicable. In addition, the Debtors and/or the Reorganized Debtors, as applicable, shall continue to pay, when due, pre- and post-Effective Date Transaction Expenses related to implementation, consummation, and defense of the Plan, whether incurred before, on, or after the Effective Date, without any requirement for Bankruptcy Court review or approval.

Notwithstanding anything to the contrary contained herein, any unpaid Claim payable on account of the Transaction Expenses that the Debtors are obligated to pay hereunder or under any of the DIP Loan Documents or Bid Procedures Documents and for which the Debtors have received an invoice, shall constitute an Allowed Administrative Claim and shall be paid on a current basis in full in Cash on the Effective Date or as reasonably practicable thereafter, or to the extent accrued after the Effective Date, on a current basis in full in Cash as invoiced. Nothing herein shall require the Plan Sponsors, DIP Lenders, DIP Agent or Stalking Horse Bidder, as applicable, to file applications, a Proof of Claim or otherwise seek approval of the Bankruptcy Court as a condition to payment of such Allowed Administrative Claims.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

This Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II hereof, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest fits within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest fits within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims and Interests against the Debtors pursuant to the Plan is as follows:

Class	Type of Claim or Interest	Impairment	Entitled to Vote
Class 1	Other Secured Claims	Unimpaired	No (Deemed to accept)
Class 2	Other Priority Claims	Unimpaired	No (Deemed to accept)
Class 3	Bridge Facility Claims	Impaired	Yes
Class 4	Virginia Mechanic's Lien Claims	Impaired	Yes
Class 5	General Unsecured Claims	Impaired	Yes
Class 6	Intercompany Claims	Impaired / Unimpaired	No (Deemed to accept or reject)
Class 7	Existing Preferred Equity Interests	Impaired	Yes
Class 8	Intercompany Interests	Impaired / Unimpaired	No (Deemed to accept or reject)
Class 9	Existing Common Equity Interests	Impaired	No (Deemed to reject)

B. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Debtors or the Reorganized Debtors, as applicable, and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 – Other Secured Claims

(a) *Classification*: Class 1 consists of all Other Secured Claims.

(b) *Treatment*: The legal, equitable, and contractual rights of the Holders of Allowed Other Secured Claims are unaltered by the Plan. Each Holder of an Allowed Other Secured Claim shall receive, at the option of the applicable Debtor:

(i) payment in full in Cash of its Allowed Other Secured Claim;

(ii) the collateral securing its Allowed Other Secured Claim;

(iii) Reinstatement of its Allowed Other Secured Claim; or

(iv) such other treatment that renders its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

For the avoidance of doubt, any treatment to be received by Holders of Allowed Other Secured Claims shall be borne by the Debtors or Reorganized Debtors, as applicable.

(c) *Voting*: Class 1 is Unimpaired under the Plan. Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Priority Claims

(a) *Classification*: Class 2 consists of all Other Priority Claims.

(b) *Treatment*: The legal, equitable, and contractual rights of the Holders of Allowed Other Priority Claims are unaltered by the Plan. Each Holder of an Allowed Other Priority Claim shall receive payment in full in Cash.

For the avoidance of doubt, any treatment to be received by Holders of Allowed Other Priority Claims shall be borne by the Debtors or Reorganized Debtors, as applicable.

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

3. Class 3 – Bridge Facility Claims

(a) *Classification*: Class 3 consists of all Bridge Facility Claims.

(b) *Allowance*: On the Effective Date, Bridge Facility Claims shall be deemed Allowed in the aggregate principal amount of $8,675,000, plus all interest, fees, premiums, expenses, costs, charges, and other amounts due (if any) under the Bridge Facility Documents.

(c) *Treatment*: On the Effective Date, solely with the consent of the Holders thereof, and as part of the settlements and compromises contemplated by this Plan on the terms set forth herein, each Holder of the existing Bridge Facility Claims shall have the right to participate *Pro Rata* in the Rights Offering in accordance with Article IV.I of the Plan.

(d) *Voting*: Class 3 is Impaired under the Plan. Holders of Bridge Facility Claims are entitled to vote to accept or reject the Plan.

4. Class 4 – Virginia Mechanic's Lien Claims

(a) *Classification*: Class 4 consists of all Virginia Mechanic's Lien Claims.

(b) *Allowance*: On the Effective Date, those certain Virginia Mechanic's Lien Claims set forth in the Class 4 Allowed Virginia Mechanic's Lien Claims Schedule shall be deemed Allowed in the amounts set forth in the Class 4 Allowed Virginia Mechanic's Lien Claims Schedule. For the avoidance of doubt, the Debtors reserve the right, with the consent of the Plan Sponsors and without further order of the Court, to add or modify any Virginia Mechanic's Lien Claim to the Class 4 Allowed Virginia Mechanic's Lien Claims Schedule.

(c) *Treatment*:

On the Effective Date with respect to Allowed Class 4 Virginia Mechanic's Lien Claims (as set forth in the Class 4 Allowed Virginia Mechanic's Lien Claims Schedule), or, with respect to Class 4 Claims that are Allowed after the Effective Date, as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Virginia Mechanic's Lien Claim and the Debtors agree to less favorable treatment for such Holder, in full and final satisfaction of the Allowed Virginia Mechanic's Lien Claim, each Holder will receive:

(i) (a) Plenty's Settlement Amount *plus* (b) its share of the Additional Settlement Amount; and

(ii) the right to participate *Pro Rata* in the Rights Offering in accordance with Article IV.I of the Plan.

(d) *Voting:* Class 4 is Impaired under the Plan. Holders of Virginia Mechanic's Lien Claims are entitled to vote to accept or reject the Plan.

5. Class 5 – General Unsecured Claims

(a) *Classification*: Class 5 consists of all General Unsecured Claims.

(b) *Treatment*: On the Effective Date or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed General Unsecured Claim and the Debtors or the Liquidation Trust agree to less favorable treatment for such Holder, in full and final satisfaction of the Allowed General Unsecured Claim, each Holder will receive its *Pro Rata* share of (i) the Liquidation Trust Interests, which interests shall entitle such Holder to its *Pro Rata* share of the Liquidation Trust Assets (as adjusted, as applicable, to the extent such Holder has elected to participate *Pro Rata* in the Rights Offering), subject to the terms and conditions set forth in the Liquidation Trust Agreement; and (ii) the GUC Warrants, subject to the terms and conditions set forth in the GUC Warrant Agreement.

(c) *Voting:* Class 5 is Impaired under the Plan. Holders of General Unsecured Claims are entitled to vote to accept or reject the Plan.

6. Class 6 – Intercompany Claims

(a) *Classification*: Class 6 consists of all Intercompany Claims.

(b) *Treatment*: Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor, either:

(i) Reinstated;

(ii) canceled, released, and extinguished, and will be of no further force or effect; or

(iii) otherwise addressed at the option of each applicable Debtor such that Holders of Intercompany Claims will not receive any distribution on account of such Intercompany Claims.

(c) *Voting*: Class 6 is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

7. Class 7 – Existing Preferred Equity Interests

(a) *Classification*: Class 7 consists of all Existing Preferred Equity Interests.

(b) *Treatment*: On the Effective Date, except to the extent that a Holder of an Existing Preferred Equity Interests agrees to less favorable treatment for such Holder, in full and final satisfaction of the Existing Preferred Equity Interests, each Holder of Existing Preferred Equity Interests shall receive the right to participate *Pro Rata* in any Remaining Amounts.

(c) *Voting*: Class 7 is Impaired under the Plan. Holders of Existing Preferred Equity Interests are entitled to vote to accept or reject the Plan.

8. Class 8 – Intercompany Interests

(a) *Classification*: Class 8 consists of all Intercompany Interests.

(b) *Treatment*: Each Allowed Intercompany Interest shall be, at the option of the applicable Debtor, either:

(i) Reinstated;

(ii) canceled, released, and extinguished, and will be of no further force or effect; or

(iii) otherwise addressed at the option of each applicable Debtor such that Holders of Intercompany Interests will not receive any distribution on account of such Intercompany Interests.

(c) *Voting*: Class 8 is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

9. Class 9– Existing Common Equity Interests

(a) *Classification*: Class 9 consists of all Existing Common Equity Interests.

(b) *Treatment*: On the Effective Date, all Existing Common Equity Interests shall be canceled, release and extinguished and will be of no further force or effect.

(c) *Voting*: Class 9 is Impaired and is conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claim, including, all rights regarding legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claim. Unless otherwise Allowed, Claims that are Unimpaired shall remain Disputed Claims under the Plan.

D. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court in an amount greater than zero as of the date of the Confirmation Hearing shall 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.

E. Voting Classes, Presumed Acceptance by Non-Voting Classes.

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan.

F. Intercompany Interests.

To the extent Intercompany Interests are Reinstated under the Plan, such reinstatement or any distribution made on account of such reinstatement shall not be deemed to be a distribution to the Holders of such Intercompany Interests on account of such Intercompany Interests, but, rather, shall be for the purposes of administrative convenience and due to the importance of maintaining the prepetition corporate structure for the ultimate benefit of the holders of New Equity Interests and in consideration for the Debtors' (or Reorganized Debtors', as applicable) agreement under the Plan to make certain distributions to the Holders of Allowed Claims.

G. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III.B of the Plan. The Debtors may seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right, subject to the prior consent of the Plan Sponsors, to modify the Plan in accordance with Article X hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Any such contractual, legal, or equitable subordination rights shall be settled, compromised, and released pursuant to the Plan.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims and Interests.

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, or otherwise resolved pursuant to the Plan, whether under any provision of chapter 5 of the Bankruptcy Code, on any equitable theory (including equitable subordination, equitable disallowance, or unjust enrichment) or otherwise. Without limitation, the Plan constitutes a settlement with respect to any Virginia Mechanic's Liens or Virginia Mechanic's Liens Claims and any related Executory Contract between the Holder of a Virginia Mechanic's Lien Claim and the Debtors, pursuant to which the Holders of such Claims and Liens and counterparties to such Executory Contracts agree or are deemed to agree to the treatment provided by the Plan.

The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable and in the best interests of the Debtors and their Estates. Subject to Article VI hereof, all distributions made to holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

Specifically, the Debtors engaged in extensive, detailed, good faith and arm's length negotiation with the Plan Sponsors, the Virginia Property Landlord, WT, certain of the WT Subcontractors, and certain other Holders of Virginia Mechanic's Lien Claims towards a global resolution of the Virginia Mechanic's Liens Claims, as well as the future work necessary from such parties with respect to the Virginia Facility, and certain related disputes between the Parties. These efforts have culminated in the Virginia Mechanic's Lien Settlement, the terms of which are as follows (subject to consummation of the Plan and execution of documents described in Article IV.A(e) below):

a. Each Holder of an Allowed Virginia Mechanic's Lien Claim in Class 4 shall receive the treatment set forth in Article III.B.4 of this Plan and shall be bound to the terms of this Plan.

b. On the Effective Date, WT shall fund the WT Settlement Amount. In connection therewith, WT will exercise subscription rights to participate in its *Pro Rata* portion of the Rights Offering with respect to the purchase of Rights Offering New Equity Interests (estimated to be a purchase of approximately $1 million) and (ii) purchase New Money Private Placement Equity Interests in an amount equal to 99% of the Rights Offering New Equity Interests purchased by WT, pursuant to the New Money Private Placement, to be governed by the WT Completion Equity Agreement.

c. On the Effective Date, the Reorganized Parent shall issue New Common Equity Interests, in accordance with the terms of the WT Completion Equity Agreement, the Plan and Confirmation Order, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or vote, consent, authorization, or approval of any Person, free and clear of all Liens, Claims, and other Interests.

d. On the Effective Date, in exchange for providing the Class 4 Releases, each WT Subcontractor shall receive its ratable share (based on the Allowed Virginia Mechanic's Lien Claims held by such WT Subcontractors as set forth in the Plan Supplement) of the WT Settlement Amount. Any WT Subcontractor that opts out of the Class 4 Releases in accordance with the procedures set forth below shall not receive, and shall be deemed to have forfeited, its ratable share of the WT Settlement Amount and such amount shall be retained by WT (any such amounts, the "WT Subcontractor Forfeited Amounts").

e. As of the Effective Date, the parties to the Virginia Mechanic's Lien Settlement shall have executed such agreements or amendments, acceptable to the Holder of a Virginia Mechanic's Lien Claim and the Debtors, as applicable, for the completion of future work necessary from such Holder of a Virginia Mechanic's Lien Claim (including WT and the WT Subcontractors) with respect to the Virginia Facility, including with respect to satisfactory completion terms, escrow, deposit, or prepayment terms and subject to the cost to complete scope pursuant to Article IV.A(f) hereof.

f. To the extent applicable, each Holder of an Allowed Virginia Mechanic's Lien Claim in Class 4 agrees to, after the Effective Date, timely complete work on the Virginia Property, subject to the cost to complete the Virginia Facility estimate, as agreed between the Debtors and such Holder, including as set forth in a term sheet with respect to such Holder and/or contract amendment between the Debtors and such Holder, or the Plan Supplement.

g. As of the Effective Date, the Additional Settlement Amount shall have been funded to the Debtors.

h. As of the Effective Date, the Virginia Property Landlord shall have executed amendments to the real property lease and related agreements with respect to the Virginia Facility to provide for an extension of relevant deadlines set forth therein, with respect to completion of the Virginia Farm, to May 1, 2026 (and conforming dates, as applicable).

i. To the extent applicable, each Holder of an Allowed Virginia Mechanic's Lien Claim in Class 4 shall, within three (3) business days from the Effective Date, dismiss with prejudice and join in dismissal of litigation related to outstanding Virginia Mechanic's Lien Claims, including any lien enforcement actions or actions against the Virginia Property Landlord or WT.

j. Each Holder of an Allowed Virginia Mechanic's Lien Claim in Class 4 shall be entitled to assert its respective Virginia Mechanic's Lien Deficiency Claim, and such Holder of such Virginia Mechanic's Lien Deficiency Claim shall be entitled to vote in Class 5 and receive the treatment provided to Holders of General Unsecured Claims, as set forth in Article III.B.5 of the Plan; *provided, however,* that to the extent Class 5 (General Unsecured Claims) votes in favor of the Plan, the Holders of such Virginia Mechanic's Lien Deficiency Claims agree to automatically waive recovery on account of their Virginia Mechanic's Lien Deficiency Claims, and such claims shall be deemed waived and receive no distribution from Class 5 on the Effective Date.

k. As of the Effective Date (and payment of the Plenty Settlement Amount, Additional Settlement Amount, and WT Settlement Amount, if and as applicable), each Holder of an Allowed Virginia Mechanic's Lien Claim in Class 4 shall be deemed to grant the Class 4 Releases set forth in Article VIII.D.1, unless such Holder follows the procedures set forth below to opt out of providing Class 4 Releases (such procedures, the "Class 4 Opt-Out Procedures"):

   1. On May 2, 2025 or as soon as reasonably practicably thereafter, the Debtors shall provide each Holder of a Virginia Mechanic's Lien Claim in Class 4 with a Class 4 Opt-Out Form, a form of which is attached as Exhibit J of the Plan Supplement, which specifies how a Holder of a Mechanic's Lien Claim in Class 4 may opt out of providing Class 4 Releases; and

   2. Holders of Virginia Mechanic's Lien Claims in Class 4 are deemed to grant the Class 4 Releases set forth in Article VIII.D.1 of the Plan, unless a Holder (a) affirmatively opts out of the Class 4 Releases by completing and returning the Class 4 Opt-Out Form in accordance with these Class 4 Opt-

Out Procedures that is actually received by the Claims and Balloting Agent by **May 9, 2025 at 11:59 p.m. prevailing Central Time** (or such other time ordered by the Bankruptcy Court) or (b) files an objection to the Class 4 Releases on or before **May 6, 2025 at 4 p.m. prevailing Central Time** that is not resolved before confirmation of the Plan.

l. On the Effective Date, the Debtors waive any Causes of Action arising under chapter 5 of the Bankruptcy Code against any Holder of any Allowed Virginia Mechanic's Lien Claim.

B. Restructuring Transactions.

On or before the Effective Date, the applicable Debtors or the Reorganized Debtors (and their respective officers, directors, members, or managers (as applicable)) shall enter into and shall take any actions as may be necessary or appropriate to effect the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan (and without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan). These actions to implement the Restructuring Transactions may include: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable Law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial Law; (4) the execution, delivery, and filing, as applicable, of the New Organizational Documents, and any certificates or articles of incorporation, bylaws, or such applicable formation documents (if any) of each Reorganized Debtor (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors and/or the Reorganized Debtors); (5) pursuant to the Rights Offering Procedures, the implementation of the Rights Offering, and the issuance of New Equity Interests in connection therewith; (6) issuance of the New Money Private Placement Equity Interests; (7) any action necessary to effectuate the terms of the Virginia Mechanic's Lien Settlement, including the issuance of WT Completion Equity to WT pursuant to the WT Completion Equity Agreement; (8) any action necessary to effectuate the terms of the Committee Settlement, including the creation of a Liquidation Trust, the transfer to the Liquidation Trust of the Liquidation Trust Assets, the execution of the GUC Warrant Documents, and the issuance of the GUC Warrants; and (9) all other actions that the applicable Entities determine to be necessary, including making filings or recordings that may be required by applicable Law in connection with the Plan. All Holders of Claims and Interests receiving distributions pursuant to the Plan and all other necessary parties in interest, including any and all agents thereof, shall prepare, execute, and deliver any agreements or documents, including any subscription agreements, and take any other actions as the Debtors (with the consent of the Plan Sponsors) may determine are necessary or advisable, including by voting and/or exercising any powers or rights available to such Holder, including at any board, or creditors', or shareholders' meeting (including any special meeting), to effectuate the provisions and intent of the Plan.

The Confirmation Order shall, and shall be deemed to, pursuant to sections 363 and 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, contemplated by, or necessary to effectuate the Plan.

On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors shall issue all Securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Restructuring Transactions.

C. Reorganized Debtors.

On the Effective Date, the New Board shall be established, and the Reorganized Debtors shall adopt their New Organizational Documents. The Reorganized Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary to consummate the Plan. Cash payments to be made pursuant to the Plan will be made by the Debtors or Reorganized Debtors, as applicable. The Debtors and Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Debtors or Reorganized Debtors, as applicable, to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement, shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing, subject to the New Organizational Documents, as the boards of directors of the applicable Reorganized Debtors deem appropriate.

D. Continued Corporate Existence.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, each Debtor shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable Law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under the Plan or otherwise, in each case, consistent with the Plan, and to the extent such documents are amended in accordance therewith, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal Law). After the Effective Date, the respective certificate(s) of incorporation, bylaws, limited liability company agreement(s), or other formation and governance documents of one or more of the Reorganized Debtors may be amended or modified on the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. After the Effective Date, one or more of the Reorganized Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

E. Vesting of Assets in the Reorganized Debtors or Liquidation Trust.

Except as otherwise provided in the Confirmation Order, the Plan, or any agreement, instrument, or other document incorporated in, or entered into in connection with or pursuant to, the Plan or Plan Supplement, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor or the Liquidation Trust, as applicable, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

F. Cancellation of Existing Securities and Agreements.

Except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan or the Plan Supplement, on the Effective Date, all agreements, instruments, and other documents evidencing any Claim or Interest (other than for agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to, and/or evidencing (a) certain Intercompany Interests that are not modified by this Plan, and (b) any Allowed Claim that is Reinstated under this Plan)and any rights of any holder in respect thereof shall be deemed canceled and of no force or effect and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, and discharged. The holders of or parties to such canceled instruments, Securities, and other documentation shall have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

G. Cancellation of Certain Existing Security Interests.

Upon the payment or other satisfaction of an Allowed Secured Claim (including Allowed DIP Claims) pursuant to the Plan, or promptly thereafter, except as expressly provided herein, all mortgages, deeds of trust, charges, encumbrances, Liens, pledges, or other security interests against any property of the Estates (wherever recorded, filed, or otherwise noticed under applicable Law (whether domestic or foreign)) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, charges, encumbrances, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed (and is hereby directed), at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Liens and/or security interests, including the execution, delivery, and filing or recording of such releases or other applicable instruments and documentation. The presentation or filing of the Confirmation Order subsequent to the Effective Date to or with any federal, state, provincial, or local agency, records office, or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

To the extent that any Holder of an Allowed Secured Claim (including Allowed DIP Claims) that has been satisfied or discharged in full pursuant to the Plan, or any agent for any such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Allowed Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record, evidence or effectuate the cancellation, release, and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

H. Sources of Consideration for Plan Distributions.

The Debtors or Reorganized Debtors, as applicable, shall fund distributions under the Plan with the (i) Debtors' Cash on hand, (ii) Cash proceeds from the Rights Offering and the New Money Private Placement, and (iii) Cash received on account of the Virginia Mechanic's Lien Settlement.

Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth herein applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain securities in connection with the Plan, including the New Equity Interests will be exempt from SEC registration to the fullest extent permitted by law, as described more fully herein.

I. Rights Offering.

On the Effective Date, the Reorganized Parent shall consummate the Rights Offering pursuant to which eligible participants may subscribe to purchase New Money Rights Offering Equity Interests in an amount of at least $30 million of the New Equity Interests. The price per share of the New Money Rights Offering Equity Interests shall be based on an indicative enterprise value of the Parent as set forth in the Rights Offering Procedures (the "Rights Offering Equity Interest Price").

Subscription rights to participate in the Rights Offering with respect to the purchase of Rights Offering New Equity Interests shall be offered as follows:

1. An amount up to the Bridge Facility Claims Rights Offering Amount shall be offered for ratable participation by Holders of Bridge Facility Claims at the Rights Offering Equity Interest Price.

2. An amount up to the Virginia Mechanic's Lien Claims Rights Offering Amount shall be offered for ratable participation by Holders of Virginia Mechanic's Lien Claims, at the Rights Offering Equity Interest Price.

3. An amount up to the GUC Rights Offering Amount shall be offered for ratable participation by Holders of General Unsecured Claims at the Rights Offering Equity Interest Price.

4. The amount equal to the New Money Rights Offering Equity Interests that are not subscribed for by Holders of Virginia Mechanic's Lien Claims, General Unsecured Claims or Bridge Facility Claims (the "Remaining Amount") shall be offered for ratable participation by Holders of Existing Preferred Equity Interests at the Rights Offering Equity Interest Price. Each Holder of Existing Preferred Equity Interests shall have oversubscription rights with respect to any Remaining Amounts that are not subscribed for by Holders of Existing Preferred Equity Interests.

The Rights Offering will be conducted in accordance with the Rights Offering Procedures to be Filed with the Bankruptcy Court. The Rights Offering Procedures will set forth terms and conditions for participating in the Rights Offering. Only Holders of Claims as of the Petition Date will be entitled to participate in the Rights Offering. Participation in the Rights Offering shall be offered in minimum increments of $500,000 of New Money Rights Offering Equity Interests, subject to the Debtors' discretion to adjust such minimum increments (as more fully set forth in the Rights Offering Procedures). In addition, as set forth more fully in the Rights Offering Procedures, in order to participate in the Rights Offering, each participating Holder must, among other requirements:

1. represent and certify to the Debtors that it is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act or an "accredited investor" as defined in the Securities Rules; and
2. with respect to Holders participating in the Rights Offering in respect of such Holder's Virginia Mechanic's Lien Claim, General Unsecured Claim or Bridge Facility Claim, make certain representations and certifications to the Debtors to assist the Debtors in determining whether such Holder is participating in the Rights Offering as a result of being a "qualified creditor" as such term is defined under section 1.382-9(d)(1) of the United States Treasury Regulations.

Confirmation of the Plan shall be deemed approval of the Rights Offering and the Rights Offering Documents, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization for the Reorganized Debtors to enter into and execute the Rights Offering Documents as may be required to effectuate the treatment afforded by the New Money Rights Offering Equity Interests. All New Money Rights Offering Equity Interests issued pursuant to the Plan (including the Rights Offering) shall be duly authorized, validly issued and non-assessable.

For the avoidance of doubt, the issuance of the New Money Rights Offering Equity Interests pursuant to the Rights Offering shall be exempt from the registration requirements of the Securities Act as a result of Bankruptcy Code section 1145(a) to the maximum extent permitted by law.

The proceeds of the Rights Offering shall be used by the Debtors or Reorganized Debtors, as applicable, to fund payments under the Plan and for general corporate and strategic purposes.

J. New Money Private Placement

On the Effective Date, the Reorganized Parent shall consummate the New Money Private Placement pursuant to which up to 100% of the New Money Private Placement Equity Interests will be purchased by (i) a special-purpose vehicle entity to be formed prior to the Effective Date (the "SPV") capitalized no later than the Effective Date by the issuance of a note to SVF II Pacific (DE) LLC in exchange for an amount in Cash sufficient to purchase the New Money Private Placement Equity Interests to be issued to the SPV through the New Money Private Placement and (ii) with the consent of the Plan Sponsors, certain other investors (collectively, the "New Money Private Placement Purchasers"). The price per interest of the New Private Placement Equity Interests shall be an amount in excess of $1.00, which amount shall be acceptable to the Plan Sponsors (the "New Private Placement Equity Interest Price").

Confirmation of the Plan shall be deemed approval of the New Money Private Placement and the New Money Private Placement Documents, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization for the Reorganized Debtors to enter into and execute the New Money Private Placement Documents as may be required to effectuate the treatment afforded by the New Money Private Placement Equity Interests. All New Money Private Placement Equity Interest issued pursuant to the Plan shall be duly authorized, validly issued and non-assessable.

For the avoidance of doubt, the New Money Private Placement Equity Interests will be issued in a private placement exempt from registration under section 5 of the Securities Act pursuant to section 4(a)(2) and/or Regulation D thereunder and will constitute "restricted securities" for purposes of the Securities Act.

K. Certain Securities Law Matters.

The offering, issuance (or entry into), and distribution of the New Equity Interests (including the New Money Rights Offering Equity Interests issued pursuant to the Rights Offering, the New Money Private Placement Equity Interests, and the WT Completion Equity), the GUC Warrants, the Liquidation Trust Interests (to the extent constituting securities under the Securities Act and other applicable Law), the subscription rights to participate in the Rights Offering and all other Securities entered into and/or issued in connection with the Plan (the "Plan Securities"), shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable Law requiring registration prior to the offering, issuance, distribution, or sale of Securities to the maximum extent permitted by Law, in accordance with, and pursuant to, (i) section 1145 of the Bankruptcy Code, (ii) section 4(a)(2) of the Securities Act and/or Regulation D thereunder or Regulation S under the Securities Act, and/or (iii) any other available exemption from registration, as applicable.

In addition, New Equity Interests issued in connection with the Plan under section 1145 of the Bankruptcy Code, the GUC Warrants, the Liquidation Trust Interests (to the extent constituting securities under the Securities Act and other applicable Law) and the WT Completion Equity (1) will not be "restricted securities" as defined in rule 144(a)(3) under the Securities Act and (2) will, subject to any limitations set forth in the New Organizational Documents of Reorganized Parent, the GUC Warrants, the Liquidation Trust Interests (to the extent constituting securities under the Securities Act and other applicable Law), and the WT Completion Equity, be freely tradable and transferable in the United States by a recipient thereof that (i) is an entity that is not an "underwriter" as defined in section 1145(b)(1) of the Bankruptcy Code, (ii) is not an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, (iii) has not been such an "affiliate" within 90 days of the time of the transfer, and (iv) has not acquired such securities from an "affiliate" within one year of the time of transfer.

The issuance of the Plan Securities in connection with the Plan shall not constitute an invitation or offer to sell, or the solicitation of an invitation or offer to buy, any securities in contravention of any applicable Law in any jurisdiction. No action has been taken, nor will be taken, in connection with the Plan in any jurisdiction that would permit a public offering of any of the Plan Securities in any jurisdiction where such action for that purpose is required.

The New Money Private Placement Equity Interests, and to the extent issuance under section 1145(a) of the Bankruptcy Code is unavailable, the other New Equity Interests (including, to the extent applicable, New Money Rights Offering Equity Interests issued to holders of Existing Preferred Equity Interests pursuant to the Rights Offering and the WT Completion Equity issued to WT pursuant to the WT Completion Equity Agreement), the GUC Warrants and the Liquidation Trust Interests (to the extent constituting securities under the Securities Act and other applicable Law), will be issued without registration under the Securities Act in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder or Regulation S promulgated thereunder. To the extent issued in reliance on section 4(a)(2) of the Securities Act or Regulation D thereunder or Regulation S promulgated thereunder, such securities will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration under the Securities Act and other applicable law and subject to any limitations set forth in the New Organizational Documents of Reorganized Parent, the GUC Warrant Documents, the Liquidation Trust Agreement, and the WT Completion Equity Agreement.

The Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the Plan Securities under applicable securities Laws in connection with the Plan. Notwithstanding anything to the contrary in the Plan, no Entity shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Plan Securities are exempt from registration, and any transfer agent, or other similarly situated agent, trustee, or other non-governmental Entity shall accept and rely upon the Plan and the Confirmation Order in lieu of a legal opinion for purposes of determining whether the initial offer and sale of the Plan Securities were exempt from registration under section 1145(a) of the Bankruptcy Code, and whether the Plan Securities were, under the Plan, validly issued, fully paid, and non-assessable.

L. New Equity Interests.

1. Generally.

In connection with the Restructuring Transactions, the offering, issuance, and distribution of the New Equity Interests by Reorganized Parent contemplated by this Plan is hereby authorized without the need for any further corporate action or without any further action by the Holders of Claims or Interests. The Reorganized Debtors shall be authorized to issue a certain number of shares, units or equity interests (as the case may be based on how the New Equity Interests are denominated and the identity of the Reorganized Debtor issuing such shares, units, or equity interests) of New Equity Interests required to be issued under the Plan and pursuant to their New Organizational Documents. On the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall issue or enter into all Securities, notes, instruments, certificates, and other documents required to be issued or entered into pursuant to the Plan. The New Organizational Documents shall be effective as of the Effective Date and, as of such date, shall be deemed to be valid, binding, and enforceable in accordance with its terms.

All of the shares, units, or equity interests (as the case may be based on how the New Equity Interests are denominated) of New Equity Interests issued or authorized to be issued by the Reorganized Parent pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI hereof, and each other issuance of New Equity Interests contemplated by this Plan, shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments, agreements, and other documents (including the New Organizational Documents), as applicable, evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

2. WT Completion Equity Agreement.

On or after the Effective Date, (i) the Reorganized Parent shall issue or cause to be issued the New Common Equity Interests, in accordance with the terms of the WT Completion Equity Agreement, the Plan and Confirmation Order without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or vote, consent, authorization, or approval of any Person, free and clear of all Liens, Claims, and other Interests.

Confirmation of the Plan shall be deemed approval of the WT Completion Equity Agreement and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization for the Reorganized Debtors to enter into and execute the WT Completion Equity Agreement as may be required to effectuate the treatment afforded by the WT Completion Equity

Agreement. The New Common Equity Interests issued pursuant to the WT Completion Equity Agreement and in accordance with the Plan, shall be duly authorized, validly issued and non-assessable.

For the avoidance of doubt, the New Common Equity Interests issued pursuant to the WT Completion Equity Agreement will be issued in a private placement exempt from registration under section 5 of the Securities Act pursuant to section 4(a)(2) and/or Regulation D thereunder and will constitute "restricted securities" for purposes of the Securities Act.

M. GUC Warrants.

On or after the Effective Date, the Reorganized Parent shall issue or cause to be issued the GUC Warrants to the Holders of Allowed General Unsecured Claims in accordance with the terms of the GUC Warrant Documents, the Plan and Confirmation Order without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or vote, consent, authorization, or approval of any Person and (ii) upon exercise of the GUC Warrants, the New Common Equity Interests shall be issued and distributed free and clear of all Liens, Claims, and other Interests to the Holders of the applicable Allowed Claims pursuant to this Plan. All of the GUC Warrants issued pursuant to the Plan, and all New Common Equity Interests issued upon exercise of the GUC Warrants, shall be duly authorized and validly issued.

The terms of the GUC Warrants shall be as set forth in the GUC Warrant Documents, provided that the GUC Warrants shall have the following terms: (1) the GUC Warrants shall be convertible into New Common Equity Interests representing up to two percent of New Common Equity Interests of Reorganized Parent, in aggregate, (2) the GUC Warrants shall have a three year term; and (3) the GUC Warrants shall be exercisable at an equity valuation as set forth in the GUC Warrant Agreement.

To receive any of the GUC Warrants, a Holder of an Allowed General Unsecured Claim must meet the terms and conditions set forth in the GUC Warrant Documents, including that such Holder is able to represent and certify that it is an "accredited investor" as defined in the Securities Rules as well as provide certain information about the Allowed General Unsecured Claim held by the Holder. The GUC Warrant Documents shall provide that any GUC Warrants that would otherwise be attributable to any Holder of an Allowed General Unsecured Claim that is not eligible under the terms of the GUC Warrant Documents to receive such GUC Warrants shall be canceled and shall not be available to any other Entities.

Confirmation of the Plan shall be deemed approval of the GUC Warrant Documents and the GUC Warrants, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization for the Reorganized Debtors to enter into and execute the GUC Warrant Documents as may be required to effectuate the treatment afforded by the GUC Warrants. All GUC Warrants issued pursuant to the Plan shall be duly authorized, validly issued and non-assessable.

For the avoidance of doubt, the GUC Warrants will be issued in a private placement exempt from registration under section 5 of the Securities Act pursuant to section 4(a)(2) and/or Regulation D thereunder and will constitute "restricted securities" for purposes of the Securities Act.

N. Corporate Action.

Upon the Effective Date, all of the actions contemplated under the Plan shall be deemed authorized and approved in all respects, without the need for further Bankruptcy Court approval or any board or equity holders approval or other corporate action, including: (a) the offering, issuance and distribution of the New Equity Interests, including the New Equity Interests issued pursuant to the Rights Offering; (b) implementation of the Restructuring Transactions; (c) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date); (d) adoption of the New Organizational Documents; (e) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases (as applicable); and (f) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate, partnership, limited liability company, or other governance action required by the Debtors or the Reorganized Debtor, as applicable, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Security holders, members, directors, or officers of the Debtors or the Reorganized Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, Securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Equity Interests, the New Organizational Documents, the Definitive Documents, and any and all other agreements, documents, Securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.N shall be effective notwithstanding any requirements under non-bankruptcy Law.

O. New Organizational Documents.

On or immediately prior to the Effective Date, the New Organizational Documents shall be automatically deemed to have been adopted by the applicable Reorganized Debtors and become effective. To the extent required under the Plan or applicable non-bankruptcy Law, each of the Reorganized Debtors will file its New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of organization if and to the extent required in accordance with the applicable Laws of the respective state, province, or country of organization or formation. The New Organizational Documents will prohibit the issuance of non-voting equity Securities, to the extent required under section 1123(a)(6) of the Bankruptcy Code.

After the Effective Date, the Reorganized Debtors may amend and restate their respective New Organizational Documents in accordance with the terms thereof, and the Reorganized Debtors may file such amended certificates, articles of incorporation, or such other applicable formation documents and other constituent documents as permitted by the Laws of the respective states, provinces, or countries of incorporation or formation and the New Organizational Documents.

1. Directors and Officers of the Reorganized Debtors.

As of the Effective Date, the terms of the current members of the boards of directors and similar governing bodies of the Debtors shall expire and each such member shall be deemed to have resigned, and the members of the New Boards and new officers of each of the Reorganized Debtors shall be deemed to have been appointed. In subsequent terms, following the Effective Date, members of the New Boards and new officers of each of the Reorganized Debtors shall be appointed in accordance with the New Organizational Documents and other constituent documents of each Reorganized Debtor, as applicable.

Pursuant to section 1129(a)(5) of the Bankruptcy Code, to the extent known, the identity and affiliation of any Person proposed to serve on the New Boards will be disclosed in the Plan Supplement or prior to the Effective Date, as well as those Persons that will serve as officers of the Reorganized Debtors. Provisions regarding the removal, appointment, and replacement of members of the New Boards will be disclosed in the New Organizational Documents.

2. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Reorganized Debtors and their respective officers, directors, members, or managers (as applicable), are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, and the Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

P. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII and Article IV(A) hereof, the Liquidation Trust or Reorganized Debtors, as applicable, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Liquidation Trust Causes of Action, and Reorganized Debtor Causes of Action, respectively, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Liquidation Trust or Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII and Article IV(A) hereof, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date; *provided* that the Liquidation Trustee must receive consent from the Plan Sponsors, in their sole discretion, before pursuing any Liquidation Trust Cause of Action.

No Entity (other than the Released Parties, WT, and the Virginia Property Landlord) may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the

Disclosure Statement to any Cause of Action against it as any indication that the Debtors, the Reorganized Debtors, and the Liquidation Trust, as applicable, will not pursue any and all available Causes of Action of the Debtors, Reorganized Debtors, or Liquidation Trust, as applicable, against it. The Debtors, the Reorganized Debtors, or the Liquidation Trust, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, including Article VIII and Article IV(A) hereof. Unless otherwise agreed upon in writing by the parties to the applicable Cause of Action, all objections to the Schedule of Retained Causes of Action must be Filed with the Bankruptcy Court on or before Confirmation Hearing. Any such objection that is not timely filed shall be disallowed and forever barred, estopped, and enjoined from assertion against any Reorganized Debtor, without the need for any objection or responsive pleading by the Reorganized Debtors, the Liquidation Trust, or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. The Debtors may settle any such objection without any further notice to or action, order, or approval of the Bankruptcy Court. If there is any dispute regarding the inclusion of any Cause of Action on the Schedule of Retained Causes of Action that remains unresolved by the Debtors, such objection shall be resolved by the Bankruptcy Court at the Confirmation Hearing. Unless any Causes of Action of the Debtors against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Reorganized Debtors or Liquidation Trust, as applicable, expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Reorganized Debtors expressly reserve and shall retain all Reorganized Debtor Causes of Action and the Liquidation Trust expressly reserves and shall retain all Liquidation Trust Causes of Action, notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors, or Liquidation Trust, as applicable, except as otherwise expressly provided in the Plan, including Article VIII hereof. The applicable Reorganized Debtor(s) or Liquidation Trust, as applicable, through their authorized agents or representatives, shall retain and may exclusively enforce (with respect to the Liquidation Trust, in accordance with the terms of the Liquidation Trust Agreement) any and all such Causes of Action; *provided that* the Liquidation Trust must obtain the consent of the Plan Sponsors to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Liquidation Trust Causes of Action. For the avoidance of doubt, the Reorganized Debtors have the right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Reorganized Debtor Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party, including the Liquidation Trust, or further notice to or action, order, or approval of the Bankruptcy Court.

Q. 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor, or to any other Person) of property under, in contemplation of, or in connection with the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity Security, or other interest in the Debtors or Reorganized Debtors, including the Plan Securities; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, sales or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate federal, state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

R. Indemnification Obligations.

Consistent with applicable Law, all indemnification provisions in place as of the Effective Date (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors, as applicable, shall be reinstated and remain intact and shall survive the effectiveness of the Plan on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors than the indemnification provisions in place prior to the Effective Date.

S. Liquidation Trust.

1. Creation and Governance of the Liquidation Trust.

On the Effective Date, the Liquidation Trust shall be established. The Liquidation Trust shall fulfill its purpose in accordance with this Plan and the Liquidation Trust Agreement and shall have the obligation to carry out its duties as effectively as possible without undue delay.

On the Effective Date, the Liquidation Trust Agreement shall be executed, and the Debtors shall be deemed to transfer to the Liquidation Trust all of their rights, title and interest in and to all of the Liquidation Trust Assets free and clear of all Liens, charges, Claims, encumbrances, and interests, in accordance with section 1141 of the Bankruptcy Code. The Debtors shall take all steps necessary to establish the Liquidation Trust in accordance with the Plan and the beneficial interests therein. In the event of any conflict between the terms of the Plan and the terms of the Liquidation Trust Agreement, the terms of the Plan shall govern.

Any transfer to the Liquidation Trust shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The Liquidation Trustee shall be the exclusive administrator of the Liquidation Trust Assets for purposes of 31 U.S.C. § 3713(b) and section 6012(b)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Tax Code"), as well as the representatives of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the Liquidation Trustee's duties under the Liquidation Trust Agreement. The Liquidation Trust shall be governed by the Liquidation Trust Agreement and administered by the Liquidation Trustee. The powers, rights, and responsibilities of the Liquidation Trustee shall be specified in the Liquidation Trust Agreement consistent with the Plan. The Liquidation Trustee shall hold and make distributions to Holders of Liquidation Trust Interests in accordance with the provisions of this Plan and the Liquidation Trust Agreement.

2. Plan Administration Amount and Liquidation Trust Expenses.

On the Effective Date, the Reorganized Debtors shall transfer to the Liquidation Trust the Plan Administration Amount. Such Plan Administration Amount shall be used solely for the Plan Administration Expenses until such Plan Administration Expenses are paid in full.

From and after the Effective Date, the Liquidation Trust, shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the Liquidation Trust Expenses, as well as any other Plan Administration Expenses, from the Plan Administration Amount, including but not limited to reasonable fees and expenses of the Liquidation Trustee and the fees and expenses of any professionals retained by the Liquidation Trust.

Neither Reorganized Debtors nor any other Entity shall be responsible for Plan Administration Expenses or any Liquidation Trust Expenses, and any Plan Administration Expenses incurred by the Reorganized Debtors will be paid from the Plan Administration Amount.

3. Rights and Powers of the Liquidation Trustee.

The Liquidation Trustee's activities shall be limited to:

(a) prosecution of objections and settlement of any Claims (including any Administrative Claim, Priority Tax Claim, General Unsecured Claim, and Secured Claim) or any Interest not Allowed as of the Effective Date, subject to the consent and consultation rights of the Reorganized Debtors set forth in Article IV.S.4 hereof;

(b) prosecution of any Liquidation Trust Causes of Action, if the Plan Sponsors consent to such prosecution in their sole discretion;

(c) distributions pursuant to the Plan to Holders of Allowed General Unsecured Claims;

(d) preparation and prosecution of any motion to close the Chapter 11 Case of Plenty Unlimited Texas, LLC (which will be the sole remaining open case following the Effective Date pursuant to Article XII.C hereof);

(e) preparation and filing of any post-Effective Date monthly operating reports or post-confirmation reports;

(f) payment of any Statutory Fees due after the Effective Date;

(g) exercising rights and obligations as provided in the Liquidation Trust Agreement; and

(h) such other limited activities as are necessary to the proper execution of the foregoing, as set forth more fully in the Liquidation Trust Agreement (collectively, the "Liquidation Trust Responsibilities").

The Liquidation Trust shall have the authority to reasonably retain any professionals necessary to assist the Liquidation Trustee in carrying out the Liquidation Trust Responsibilities; *provided* that the Liquidation Trustee and any such professionals shall be compensated solely from the Plan Administration Amount and in no event shall the Liquidation Trustee or any of its professionals have or make any claim for reimbursement of fees or expenses against any Person other than the Liquidation Trustee.

4. Claims Objection and Settlement Rights

The Liquidation Trustee shall consult with the Reorganized Debtors with respect to any Claims not Allowed as of the Effective Date, and shall pursue any objections thereto, to the extent requested by the Reorganized Debtors, in good faith and without regard to impact on distributions available to the Holders of General Unsecured Claims under the Plan. The Reorganized Debtors' consent shall be required for any prosecution of an objection to, settlement, or Allowance of any Administrative Claim, Priority Tax Claim, or Secured Claim, which shall not be unreasonably withheld. Any disagreement regarding the pursuit of a Claim objection or the settlement of a Claim objection shall be resolved by the Bankruptcy Court upon notice and a hearing.

5. Liquidation Trust Causes of Action.

The Liquidation Trust shall have the exclusive right in respect of all Liquidation Trust Causes of Action to, solely with the consent of the Plan Sponsors, acting in their sole discretion, institute, file, prosecute, enforce, settle, compromise, release, abandon, or withdraw any and all Liquidation Trust Causes of Action without any further order of the Bankruptcy Court, except as otherwise provided herein or in the Liquidation Trust Agreement. From and after the Effective Date, the Liquidation Trustee, in accordance with section 1123(b)(3) of the Bankruptcy Code, and on behalf of the Liquidation Trust, shall serve as a representative of the Estates, solely for purposes of carrying out the Liquidation Trustee's duties under the Liquidation Trust Agreement.

6. Cooperation of Reorganized Debtors.

In accordance with the Liquidation Trust Agreement, the Reorganized Debtors shall reasonably and in good faith cooperate with the Liquidation Trust and its agents and representatives in the administration of the Liquidation Trust, to the extent and at such times as providing such access will not interfere with the discharge of the primary duties of the Reorganized Debtors and their respective personnel.

The Liquidation Trust will reimburse all actual, reasonable out-of-pocket expenses out of the Plan Administration Amount, to the extent applicable, incurred in connection with such cooperation; *provided that* if the Reorganized Debtors estimate in good faith that the actual, reasonable, out-of-pocket expenses of cooperation with the Liquidation Trust will exceed $50,000, then the Liquidation Trustee may choose to proceed without the cooperation of the Reorganized Debtors.

7. Tax Treatment.

In furtherance of this Article IV.S, (a) the Liquidation Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treasury Regulation section 301.7701 4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, subject to the DOF Election, as a "grantor trust" within the meaning of sections 671 through 679 of the Tax Code owned by the holders of Liquidation Trust Interests, which shall be treated as the grantors of such trust, consistent with the terms of the Plan; (b) the sole purpose of the Liquidation Trust shall be the liquidation and distribution of the Liquidation Trust Assets in accordance with Treasury Regulation section 301.7701 4(d), with no objective to continue or engage in the conduct of a trade or business; (c) all parties (including the Debtors and the Estates, holders of Liquidation Trust Interests and the Liquidation Trustee) shall report consistently with such treatment (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the holders of Liquidation Trust Interests in satisfaction of their Claims, followed by the deemed transfer of such assets by such holders to the Liquidation Trust); (d) all parties shall report consistently with the valuation of the Liquidation Trust Assets transferred to the Liquidation Trust as determined by the Liquidation Trustee (or its designee); (e) the Liquidation Trustee shall be responsible for filing returns for the Liquidation Trust as a grantor trust pursuant to Treasury Regulation section 1.671 4(a); and (f) the Liquidation Trustee shall annually send to each holder of Liquidation Trust Interests a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes.

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Liquidation Trustee of a private letter ruling if the Liquidation Trustee so requests one, or adverse determination by the IRS upon audit), the Liquidation Trustee, in consultation with the Plan Sponsors, may timely elect to (x) treat any portion of the Liquidation Trust allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulation section 1.468B 9 (and make any appropriate elections (a "DOF Election")) unless, as of the Trust Election Date, either all of the Liquidation Trust Assets have been distributed to the holders of the Liquidation Trust Interests or the percentage of the Liquidation Trust Assets distributable to each holder of the Liquidation Trust Interests has become fixed and determinable, and (y) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a DOF election is made, all parties (including the Debtors and the Estates, holders of Liquidation Trust Interests and the Liquidation Trustee) shall report for United States federal, state, and local income tax purposes consistently with the foregoing. As to any assets allocable to, or retained on account of, Disputed Claims, all distributions shall be net of any expenses, including taxes, relating to the retention or disposition of such assets, and the Liquidation Trustee shall be responsible for payment, solely out of the assets of such retained assets, of any taxes imposed on or in respect of such assets. All parties (including, without limitation, the Debtors, the Reorganized Debtors, the Liquidation Trustee and the Holders of Liquidation Trust Interests) will be required to report for tax purposes consistently with the foregoing.

8. Termination and Dissolution of the Liquidation Trust

The Liquidation Trustee and the Liquidation Trust shall be discharged or dissolved, as the case may be, at such time as all distributions required to be made by the Liquidation Trustee under the Plan and the Liquidation Trust Agreement have been made. Upon termination and dissolution of the Liquidation Trust, any remaining Liquidation Trust Assets shall be distributed to Holders of Liquidation Trust Interests in accordance with the Liquidation Trust Agreement.

9. Single Satisfaction of Allowed Claims From Liquidation Trust

Notwithstanding anything to the contrary herein, in no event shall holders of Liquidation Trust Interests recover more than the full amount of their Allowed Claims from the Liquidation Trust and/or under the Plan, as applicable; *provided that* the value of the New Common Equity Interests shall not be included in determining whether holders of Liquidation Trust Interests recover more than the full amount of their Allowed Claims from the Liquidation Trust.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

Each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date 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. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, and rights of first refusal, in each case, whether entered into prepetition or after the Petition Date. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

On the Effective Date, the Debtors will assume the Executory Contracts and Unexpired Leases set forth in the Assumption Schedule, subject to the cure amounts set forth therein, and, if applicable, subject to further agreements, amendments, modifications, supplements, and restatements, in each case, as agreed between the applicable Debtor and the relevant counterparty, including consistent with the "Cost to Complete" amounts set forth on the Assumption Schedule with respect to such counterparty and/or any term sheet with respect to such counterparty.

To the maximum extent permitted by Law, unless otherwise provided herein, the transactions contemplated by this 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 this 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.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court no later than thirty (30) days after the effective date of such rejection.

The foregoing applies only to Claims arising from the rejection of an Executory Contract or Unexpired Lease under the Plan and Confirmation Order; any other Claims held by a party to a rejected Executory Contract or Unexpired Lease shall have been evidenced by a Proof of Claim Filed by the applicable Bar Date or shall be barred and unenforceable. Claims arising from the rejection of Executory Contracts or Unexpired Leases under the Plan and Confirmation Order shall be classified as General Unsecured Claims and shall, if Allowed, be treated in accordance with the provisions herein.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed,

forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, their Estates, or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article V.B of this Plan.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

The Debtors or the Reorganized Debtors, as applicable, shall pay Cure Claims, if any, in the ordinary course of business. Any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed under the Plan is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or the Reorganized Debtors, as applicable, upon assumption thereof. The Debtors intend to honor their obligations and continue to perform under their Executory Contracts and Unexpired Leases in the ordinary course of business.

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.

The Combined Hearing Notice will notify all counterparties to Executory Contracts and Unexpired Leases with the Debtors (i) that all Executory Contracts and Unexpired Leases will be assumed by the Reorganized Debtors under the Plan, unless such Executory Contracts and Unexpired Leases: (a) were assumed or rejected previously by the Debtors; (b) previously expired or terminated pursuant to their own terms; (c) are the subject of a motion to reject Filed on or before the Effective Date; or (d) are identified on the Rejected Executory Contracts and Unexpired Leases Schedule, and (ii) of the Executory Contract and Unexpired Lease Assumption Objection Deadline (as defined below). The Claims and Balloting Agent will mail the Combined Hearing Notice to all known counterparties to Executory Contracts and Unexpired Leases by April 7, 2025, providing such parties with sufficient notice to object to the proposed treatment of the applicable Executory Contract or Unexpired Lease prior to the Executory Contract and Unexpired Lease Assumption Objection Deadline.

Any objection to the assumption of an Executory Contract or Unexpired Lease must be Filed with the Bankruptcy Court on or before May 6, 2025, at 4:00 p.m. (prevailing Central Time) (the "Executory Contract and Unexpired Lease Assumption Objection Deadline"). 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.** Any Cure shall be deemed fully satisfied, released, and discharged upon payment of the Cure. The Reorganized Debtors may settle any Cure in the ordinary course of the Debtors' business without any further notice to or action, order, or approval of the Bankruptcy Court.

The assumption of any Executory Contract or Unexpired Lease pursuant to the Plan, in connection with the Restructuring Transactions, shall result in the full release and satisfaction of any nonmonetary defaults arising from or triggered by the filing of these Chapter 11 Cases, including defaults of provisions restricting the change in control or ownership interest composition or any bankruptcy-related defaults, arising at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, shall be deemed disallowed and expunged as of the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such assumption, (2) the effective date of such assumption, or (3) the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

D. Assumption of Mechanic's Lien Claimants' Executory Contracts.

As part of the global compromise and settlement with respect to Holders of Claims in Class 4 (Virginia Mechanic's Liens Claims), 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 and Article IV.A 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 have consented to such assumption and deemed to release any Claim or Cause of Action for any monetary defaults under such Executory Contract.** Such Holders of Claims in Class 4 who have Executory Contracts with the Debtors agree to the assumption and amendment of such contracts (including pursuant to a term sheet setting forth the agreed estimated cost to complete the Virginia Facility and other material terms, as applicable), including execution of additional agreements or amendments, as applicable, and performance thereunder in accordance with Article IV.A(f) of the Plan, and subject to the condition contained in Article IX.B(l) of the Plan.

E. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan shall not constitute a termination of preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy Law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts or Unexpired Leases.

F. Insurance Policies.

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto (including all D&O Liability Insurance Policies), shall be treated as Executory Contracts hereunder. Unless otherwise provided in the Plan, on the Effective Date, in connection with all contemplated transactions under this Plan, (1) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims (including all D&O Liability Insurance Policies) and (2) such insurance policies and any agreements, documents, or instruments relating thereto, including all D&O Liability Insurance Policies, shall revest in the applicable Reorganized Debtors.

Nothing in this Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any other Final Order (including any other provision that purports to be preemptory or supervening), (1) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any of such insurance policies or (2) alters or modifies the duty, if any, that the insurers or third party administrators have to pay claims covered by such insurance policies and their right to seek payment or reimbursement from the Debtors or draw on any collateral or security therefor. For the avoidance of doubt, insurers and third-party administrators shall not need to nor be required to file or serve a cure objection or a request, application, claim, Proof of Claim, or motion for payment and shall not be subject to any claims bar date or similar deadline governing cure amounts or Claims.

Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations (as and to the extent provided in the D&O Liability Insurance Policies) assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be filed.

In addition, after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including any "tail policy") in effect, with respect to conduct occurring prior to the Petition Date, and all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

G. Reservation of Rights.

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors or any other party that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease pursuant to the Plan.

H. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

I. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or Reorganized Debtor in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions on Account of Claims Allowed as of the Effective Date.

Except as otherwise provided herein, in a Final Order, or as otherwise agreed to by the Debtors or the Reorganized Debtors, as the case may be, and the Holder of the applicable Allowed Claim on the first Distribution Date, the Reorganized Debtors or the Liquidation Trust, as applicable, shall make initial distributions under the Plan on account of Claims Allowed on or before the Effective Date, subject to the Liquidation Trust and the Reorganized Debtors' right to object to Claims; *provided* that (1) Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors prior to the Effective Date shall be paid or performed in the ordinary course of business by the Reorganized Debtors in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice, (2) Allowed Priority Tax Claims shall be paid by the Reorganized Debtors in accordance with Article II.D of the Plan, and (3) Allowed General Unsecured Claims shall be paid by the Liquidation Trust in accordance with Article III.B.5 of the Plan. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Reorganized Debtors and the Holder of such Claim or as may be due and payable under applicable non-bankruptcy Law or in the ordinary course of business.

B. Disbursing Agent.

All distributions under the Plan shall be made by the Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the

Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be paid from the Plan Administration Amount.

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, the Liquidation Trust Agreement, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes related thereto), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash from the Plan Administration Amount.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record holders listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Disbursing Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General.

Except as otherwise provided herein, the Disbursing Agent shall make distributions to holders of Allowed Claims and Intercompany Interests (as applicable) as of the Distribution Record Date at the address for each such holder as indicated on the Debtors' records as of the date of any such distribution; *provided* that the manner of such distributions shall be determined at the discretion of the Liquidation Trust or the Reorganized Debtors, as applicable.

3. Minimum Distributions.

No fractional shares of New Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Intercompany Interest (as applicable) would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded to the next lower whole number with no further payment therefor. The total number of authorized shares of New Equity Interests to be distributed to holders of Allowed Claims hereunder shall be adjusted as necessary to account for the foregoing rounding. Neither the Reorganized Debtors nor the Disbursing Agent shall have any obligation to make a distribution that consists of less than one share of New Equity Interests or is less than two hundred and fifty dollars ($250) to any Holder of an Allowed Claim.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims or Allowed Interests (as applicable) is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time all currently-due, missed distributions shall be made to such Holder without interest. Undeliverable distributions shall remain in the possession of the Liquidation Trust or Reorganized Debtors, as applicable, until such time as a distribution becomes deliverable, or such distribution reverts to the Liquidation Trust or Reorganized Debtors, as applicable, or is canceled pursuant to this Article VI, and shall not be supplemented with any interest, dividends, or other accruals of any kind.

Any distribution under the Plan that is an unclaimed distribution or remains undeliverable (as reasonably deemed unclaimed or undeliverable by the Liquidation Trustee, the Reorganized Debtors or the Disbursing Agent, as applicable) for a period of ninety (90) days after distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and such unclaimed distribution or undeliverable distribution shall revest in the Liquidation Trust or the applicable Reorganized Debtor, as applicable, automatically (and without need for a further order by the Bankruptcy Court, notwithstanding any applicable federal, provincial, or estate escheat, abandoned, or unclaimed property Laws to the contrary) and, to the extent such unclaimed distribution is comprised of New Equity Interests, then such New Equity Interests shall be canceled. Upon such revesting, the Claim of the Holder or its successors with respect to such property shall be canceled, released, discharged, and forever barred notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property Laws, or any provisions in any document governing the distribution that is an unclaimed distribution, to the contrary, and the Claim of any Holder of Claims and Interests to such property or Interest in property shall be discharged and forever barred. The Disbursing Agent shall adjust the distributions of the New Equity Interests to reflect any such cancellation; however, for the avoidance of doubt, additional Securities shall not be issued to other Holders of Claims or Interests due to any such cancellations.

5. Surrender of Canceled Instruments or Securities.

On the Effective Date or as soon as reasonably practicable thereafter, each holder of a certificate or instrument evidencing a Claim or an Interest that has been canceled in accordance with Article IV.G hereof shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Such surrendered certificate or instrument shall be canceled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim or Interest, which shall continue in effect for purposes of allowing holders to receive distributions under the Plan, charging liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary herein, this paragraph shall not apply to certificates or instruments evidencing Claims that are Reinstated under the Plan.

E. *Manner of Payment.*

1. All distributions of the New Equity Interests to the Holders of the applicable Allowed Claims or Interests under the Plan shall be made by the Disbursing Agent or transfer agent on behalf of the Debtors or the Reorganized Debtors, as applicable.

2. All distributions of Cash to the Holders of the applicable Allowed Claims under the Plan shall be made by the Disbursing Agent on behalf of the applicable Debtor or Reorganized Debtor.

3. At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

F. *Compliance with Tax Requirements.*

In connection with the Plan, to the extent required by applicable Law, the Liquidation Trust, the Reorganized Debtors, the Disbursing Agent, and any applicable withholding agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, such parties shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors, Disbursing Agent, the Liquidation Trust or other applicable withholding agent may require, as a condition to receipt of a distribution, that the Holder of an Allowed Claim provide any information reasonably necessary to allow the distributing party to comply with any such withholding and reporting requirements imposed by any Governmental Unit (including, for the avoidance of doubt, an IRS Form W-9 or, if the Holder is a non-U.S. Person, an appropriate IRS Form W-8, unless such Person is exempt from information reporting requirements under the U.S. Internal Revenue Code of 1986, as amended, and so notifies the Reorganized Debtors, Disbursing Agent or other applicable withholding agent, as applicable, and/or any other forms or documents requested by the Reorganized Debtors, the Liquidation Trust, the Disbursing Agent or other applicable withholding agent to reduce or eliminate any required withholding).

Notwithstanding any other provision of this Plan: (a) each Holder of an Allowed Claim that is to receive a distribution under this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations on account of such distribution; and (b) no distributions under this Plan shall be required to be made to or on behalf of such Holder pursuant to this Plan unless and until such Holder has made arrangements satisfactory to the Reorganized Debtors, the Liquidation Trust, or the Disbursing Agent, as applicable, for the payment and satisfaction of such tax obligations or has, to their satisfaction, established an exemption therefrom.

The Liquidation Trust and the Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and similar spousal awards, Liens, and encumbrances.

G. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims, as determined for United States federal (and applicable state and local) income tax purposes, and then, to the extent the consideration exceeds the principal amount of the Claims, to any allowable portion of such Claims for accrued but unpaid interest.

H. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)*, on the Effective Date.

I. Setoffs and Recoupment.

Except as expressly provided in this Plan, each Reorganized Debtor or the Liquidation Trust, as applicable, may, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code, applicable bankruptcy or non-bankruptcy Law, or as may be agreed to by the Holder of an Allowed Claim), set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Reorganized Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the relevant Reorganized Debtor(s) and the Holder of the Allowed Claim or (2) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Reorganized Debtor or its successor or the Liquidation Trust, as applicable, of any and all claims, rights, and Causes of Action that such Reorganized Debtor or its successor or the Liquidation Trust, as applicable, may possess against the applicable holder. In no event shall any Holder of a Claim be entitled to recoup such Claim against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such holder actually has performed such recoupment and provided notice thereof in writing to the Debtors or Reorganized Debtors, as applicable, in accordance with Article XII.G hereof on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of recoupment.

J. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Liquidation Trust or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the Liquidation Trust or the applicable Reorganized Debtor, as applicable, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Liquidation Trust or the applicable Reorganized Debtor, as applicable, annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance of Claims.

After the Effective Date, except as otherwise expressly set forth herein, each of the Reorganized Debtors and the Liquidation Trust shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Interest immediately prior to the Effective Date. The Debtors or the Reorganized Debtors, as applicable, may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy Law, without further notice or order from the Bankruptcy Court. All settled Claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

Any Claim that has been listed in the Schedules as disputed, contingent or unliquidated, and for which no Proof of Claim has been timely filed by the applicable Bar Date, is not considered Allowed and shall be expunged without further action and without any further notice to or action, order or approval of the Bankruptcy Court.

Without limiting the foregoing, and subject to the Liquidation Trust's, the Debtors' or Reorganized Debtors', as applicable, right to object to any Proof of Claim or Lien on any basis, to the extent any further action is required with respect to any Proof of Claim (including with respect to the assertion of a Lien with respect thereto) by any order of the Court, such Proof of Claim shall not be considered Allowed unless in compliance with such order.

B. Claims Administration Responsibilities.

Except as otherwise specifically provided in the Plan and the Liquidation Trust Agreement, after the Effective Date, the Liquidation Trust shall, subject to the consultation and consent rights of the Reorganized Debtors as set forth in Article IV.S of the Plan be entitled to: (1) File, withdraw, or litigate to judgment, objections to Claims or Interests not Allowed as of the Effective Date; (2) settle or compromise any Disputed Claim, without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor and the Liquidation Trust, as applicable, shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to Article IV.P of the Plan.

Any objections to Proofs of Claims (other than Administrative Claims) shall be served and Filed (a) on or before the date that is one hundred and eighty days following the later of (i) the Effective Date and (ii) the date that a Proof of Claim is Filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a Holder of a Claim or (b) such later date as ordered by the Bankruptcy Court.

C. Estimation of Claims and Interests.

Before, on, or after the Effective Date, the Liquidation Trust or the Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim or Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party in interest previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor or Liquidation Trust may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

D. Adjustment to Claims or Interests without Objection.

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors or Liquidation Trust, without the Reorganized Debtors or Liquidation Trust, as applicable, having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Disallowance of Claims or Interests.

Except as otherwise expressly set forth herein, all Claims and Interests of any Entity from which property is sought by the Debtors, Reorganized Debtors, or Liquidation Trust, as applicable, under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors, Reorganized Debtors, or Liquidation Trust, as applicable, allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (a) the Entity, on the one hand, and the Debtors, Reorganized Debtors, or Liquidation Trust, as applicable, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

F. No Distributions Pending Allowance.

Notwithstanding any other provision of the Plan, if any portion of a Claim or Interest is a Disputed Claim or Interest, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest; *provided* that if only the Allowed amount of an otherwise valid Claim or Interest is Disputed, such Claim or Interest shall be deemed Allowed in the amount not Disputed and payment or distribution shall be made on account of such undisputed amount.

G. Distributions After Allowance.

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

H. No Postpetition Interest on Claims.

Unless otherwise specifically provided for herein or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

I. Accrual of Dividends and Other Rights.

For purposes of determining the accrual of distributions or other rights after the Effective Date, the New Equity Interests shall be deemed distributed as of the Effective Date regardless of the date on which they are actually distributed; *provided*, *however*, that the relevant Reorganized Debtors shall not pay any such distributions or distribute such other rights, if any, until after distribution of the New Equity Interests actually takes place.

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Definitive Documents, the Plan, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections

502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than the Reinstated Claims) and Interests (other than the Intercompany Interests that are Reinstated) subject to the occurrence of the Effective Date.

B. ***Release of Liens.***

1. *Release of Liens Generally.*

Except as otherwise provided in the Plan, the Confirmation Order, or in any contract, instrument, release, or other agreement or document amended or created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, charges, encumbrances, Liens, pledges, or other security interests against any property of the Estates (wherever recorded, filed, or otherwise noticed under applicable Law (whether domestic or foreign)) shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, charges, encumbrances, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns.

Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed (and is hereby directed), at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Liens and/or security interests, including the execution, delivery, and filing or recording of such releases or other applicable instruments and documentation. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency, records office, or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record, evidence or effectuate the cancellation, release and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's (or the applicable agents for such Holder's) behalf.

2. *Release of Liens Against the Virginia Farm.*

Without limiting the foregoing, the entry of the Confirmation Order shall constitute a finding by the Bankruptcy Court that any Virginia Mechanic's Lien against the Virginia Farm shall be discharged upon the Effective Date, and upon the Effective Date, without further order of the Court, all Virginia Mechanic's Liens against the Virginia Farm shall be discharged and the Debtors are authorized to record the Confirmation Order in the applicable land records to effectuate the same.

C. ***Releases by the Debtors.***

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.

D. ***Releases by Third Parties.***

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.

1. <u>Class 4 Releases.</u>

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, (i) each Holder of a Virginia Mechanic's Lien Claims in Class 4 shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged the Virginia Property Landlord, and (ii) each WT Subcontractor shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged

WT, 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 Holder of a Virginia Mechanic's Lien Claim 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, its Virginia Mechanic's Lien Claim, including against the Virginia Farm. 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 Class 4 Releases, which includes by reference each of the related provisions and definitions contained in the Plan, including the Release of Liens against the Virginia Farm set forth in Article VIII.B.2 of the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Class 4 Releases are: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by WT and the Virginia Property Landlord, including WT and the Virginia Property Landlord's contributions to facilitating the Virginia Mechanic's Lien Settlement and the Plan; (d) a good faith settlement and compromise of the Claims or Causes of Action released by the Class 4 Releases; (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 Holders of Virginia Mechanic's Lien Claims asserting any Claim or Cause of Action pursuant to the Class 4 Releases.

E. ***Exculpation.***

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.

F. ***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 Farm: (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 Farm 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 Farm).

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 Farm, 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 the Virginia Farm, 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.

G. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Document Retention.

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors; *provided* that, notwithstanding the consummation of the Restructuring Transactions described herein, any privilege applicable to documents maintained in accordance with such policy shall be retained.

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation.

It shall be a condition to the confirmation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

(1) the Bankruptcy Court shall have entered an order or orders: (i) approving the Disclosure Statement, in form and substance acceptable to the Plan Sponsors and DIP Lenders as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (ii) authorizing the solicitation of votes with respect to the Plan; (iii) determining that all votes are binding and have been properly tabulated as acceptances or rejections of the Plan; (iv) confirming and giving effect to the terms and provisions of the Plan; (v) determining that all applicable tests, standards and burdens in connection with the Plan have been duly satisfied and met by the Debtors and the Plan; and (vi) authorizing the Debtors to execute, enter into and deliver the Plan and related documents, and to execute, implement and to take all actions otherwise necessary or appropriate to give effect to the transactions and transfer of assets contemplated by the Plan and the Plan Documents;

(2) the Plan shall be in form and substance satisfactory to the Debtors, the Plan Sponsors and DIP Lenders;

(3) the Confirmation Order shall be in form and substance satisfactory to the Debtors, the Plan Sponsors and DIP Lenders;

(4) No default or event of default shall have occurred under the DIP Facility, and the DIP Orders shall remain in full force and effect and in a form and substance acceptable to the DIP Lenders; and

(5) all Transaction Expenses shall have been paid in full in Cash.

B. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

(a) the Bankruptcy Court shall have entered the Confirmation Order, which shall be a Final Order;

(b) no default or event of default shall have occurred under the DIP Facility, and the DIP Orders shall remain in full force and effect;

(c) the final version of each of the Plan, the Definitive Documents, and all documents contained in any supplement to the Plan, including the Plan Supplement and any exhibits, schedules, amendments, modifications, or supplements thereto or other documents contained therein shall have been executed or Filed, as applicable in form and substance consistent in all respects with the Plan, and comply with the applicable consent rights set forth in the Plan, and/or any such documents shall not have been modified in a manner inconsistent with this Plan absent the Plan Sponsors' prior written consent;

(d) each of the Definitive Documents shall have been executed by the applicable parties thereto (or Filed), in each case, as applicable, consistent in all respects with the Plan, and the conditions to effectiveness of each of the foregoing shall have been satisfied or waived in accordance with their respective terms;

(e) the Restructuring Transactions shall have been consummated in accordance with the Plan;

(f) the Rights Offering shall have occurred;

(g) the New Money Private Placement shall have occurred;

(h) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the Restructuring Transactions;

(i) the Professional Fee Amounts shall have been funded into the Professional Fee Accounts pending the approval of such fees and expenses by the Bankruptcy Court, and the Plan Administration Amount shall have been funded;

(j) all Transaction Expenses shall have been paid in full in Cash;

(k) no court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, preventing or prohibiting the consummation of the Plan or the Restructuring Transactions;

(l) the Virginia Mechanic's Lien Settlement shall have been consummated as set forth in Article IV.A; and

(m) the Debtors shall have implemented the Restructuring Transactions and all transactions contemplated in the Plan in a manner reasonably acceptable to the Plan Sponsors.

C. Waiver of Conditions.

Any one or more of the conditions to Consummation (or component thereof) set forth in this Article IX may be waived by the Debtors solely with the prior written consent of the Plan Sponsors, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan; *provided,* that Article IX.B(l) may not be waived without notice and a hearing and opportunity to object before the Bankruptcy Court with respect to (a) the amount of or delays to the payment of the Plenty Settlement Amount, Additional Settlement Amount, or WT Settlement Amount, or (b) any materially adverse change to the requirement that a Holder of a Virginia Mechanic's Lien Claim complete work on the Virginia Farm only with agreement of such Holder as set forth in Article IV.A.(e) and (f) hereof.

D. Effect of Failure of Conditions.

If Consummation does not occur as to any Debtor, the Plan shall be null and void in all respects as to all Debtors, unless the Plan Sponsors otherwise consent to Consummation of the Plan as to the remaining Debtors, in which case Consummation as to such remaining Debtors may proceed. As it relates to the Debtors with respect to which Consummation does not occur, nothing contained in the Plan, the Disclosure Statement: (1) constitute a waiver or release of any Claims by such Debtors, Claims, or Interests; (2) prejudice in any manner the rights of such Debtors, any holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by such Debtors, any Holders of Claims or Interests, or any other Entity.

E. Substantial Consummation

"Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments.

Except as otherwise specifically provided in this Plan, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan; *provided* that to the extent there is any adverse modification to the Virginia Mechanic's Lien Settlement with respect to (a) the amount of or timing of the payment of the Plenty Settlement Amount, Additional Settlement Amount, or WT Settlement Amount, or (b) the requirement that a Holder of a Virginia Mechanic's Lien Claim complete work on the Virginia Farm only with agreement of such Holder as set forth in Article IV.A.(e) and (f) hereof, such modification will require further notice and a hearing and opportunity to object before the Bankruptcy Court. Subject to those restrictions on modifications set forth in the Plan and the requirements of section 1127 of the Bankruptcy Code, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights to revoke or withdraw, or to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications.

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

Subject to the prior written consent of the Plan Sponsors, the Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

(a) allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

(b) decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

(c) resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cures pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article

V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

(d) to resolve any disputes concerning Disputed Claims and consider the allowance, classification, priority, compromise, estimation, secured or unsecured status, amount of payment of any Claim, including any Administrative Claims, including any dispute over the application to any Claim of any limitation on its allowance set forth in sections 502 or 503 of the Bankruptcy Code or asserted under non-bankruptcy Law pursuant to section 502(b)(1) of the Bankruptcy Code;

(e) ensure that distributions to holders of Allowed Claims and Allowed Interests (as applicable) are accomplished pursuant to the provisions of the Plan;

(f) adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

(g) adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

(h) enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created or entered into in connection with the Plan or the Disclosure Statement;

(i) enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

(j) resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity’s obligations incurred in connection with the Plan;

(k) issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan;

(l) resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, exculpations, and other provisions contained in Article VIII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

(m) resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI hereof;

(n) enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

(o) determine any other matters that may arise in connection with or relate to the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

(p) enter an order concluding or closing the Chapter 11 Cases;

(q) adjudicate any and all disputes arising from or relating to distributions under the Plan;

(r) consider any modifications of the Plan in accordance with section 1127 of the Bankruptcy Code, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

(s) determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

(t) hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

(u) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(v) to recover all assets of the Debtors and property of the Debtors' Estates, wherever located;

(w) hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in the Plan, including under Article VIII hereof;

(x) enforce all orders previously entered by the Bankruptcy Court; and

(y) hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the New Organizational Documents, the New Equity Interests and any documents related thereto shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain jurisdiction with respect thereto.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.B hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the documents and instruments contained in the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, the Liquidation Trust, any and all Holders of Claims or Interests (irrespective of whether such Holders of Claims or Interests have, or are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents.

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Closure of Cases and Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, prior to the Effective Date shall be paid on the Effective Date or as soon as reasonably practicable thereafter by the Debtors or Reorganized Debtors, as applicable. On the Effective Date, the cases of the Debtors other than Plenty Unlimited Texas, LLC shall be closed (and the Confirmation Order shall serve as the final decree for such cases) without the need for further motion or order. Following the Effective Date, all fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by the Liquidation Trust for each quarter (including any fraction thereof) until the earlier of entry of a final decree closing the Chapter 11 Case for Plenty Unlimited Texas, LLC or an order of dismissal or conversion, whichever comes first.

D. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date. For the avoidance of doubt, other than expenses in connection with requests for payment of Committee Professional Fee Claims as set forth in Article II.C.2 hereof, there shall be no post-Effective Date fees or expenses of Committee Professionals.

E. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Notices.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Debtors	**Counsel to the Debtors**
Plenty Unlimited Texas LLC 1461 Commerce Drive Laramie, WY 82070 Attention: Dan Malech, Kei Nishimura	Sidley Austin LLP 787 Seventh Avenue New York, New York 10019 Attention: Anthony Grossi, Ameneh Bordi, and Weiru Fang -and- Wilson Sonsini Goodrich & Rosati 222 Delaware Ave #800 Wilmington, DE 19801 Attention: Erin Fay

Counsel to the Plan Sponsors	
Davis Polk & Wardwell LLP 450 Lexington Avenue New York, NY 10017 Attention: Brian Resnick, Jonah Peppiatt, Amber Leary	Sullivan & Cromwell LLP 125 Broad Street New York, NY 10004 Attention: Benjamin Beller

After the Effective Date, the Reorganized Debtors have the authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement.

Except as otherwise indicated, the Plan (including, for the avoidance of doubt, the documents and instruments in the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Plan Supplement.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at https://cases.stretto.com/PlentyUnlimited or the Bankruptcy Court's website at www.txs.uscourts.gov/bankruptcy. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. Severability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided* that any such alteration or interpretation shall be acceptable to the Debtors and the Plan Sponsor. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' or the Reorganized Debtors', consent, as applicable; and (3) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with section 1125(g) of the Bankruptcy Code and any applicable securities Laws, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code and any applicable securities Laws in the offer, issuance, sale, and purchase of securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable Law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

M. Closing of Chapter 11 Cases.

The Liquidation Trustee shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. Waiver or Estoppel.

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

O. Tax Matters.

The Debtors will cooperate with the advisors selected by the Plan Sponsors in respect of all tax matters relating to the Plan and all transactions, including the Restructuring Transactions, and documentation effectuating the Plan, including the Definitive Documents.

The Reorganized Debtors are authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Debtors for any and all taxable periods ending after the Petition Date through, and including, the Effective Date.

[*Remainder of page intentionally left blank.*]

Dated: May 14, 2025

PLENTY UNLIMITED INC.
MJNN LLC
WHITE FARMS LLC
BLUE GARDENS LLC
BRIGHT AGROTECH, INC.
P F2 VA LLC
PLENTY UNLIMITED TEXAS LLC

/s/ Daniel Malech
Daniel Malech
Interim CEO or Authorized Signatory

Exhibit B

Notice of Effective Date

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.	(Jointly Administered)

NOTICE OF (I) ENTRY OF ORDER APPROVING DISCLOSURE STATEMENT ON A FINAL BASIS AND CONFIRMING THE SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PLENTY UNLIMITED TEXAS LLC AND ITS DEBTOR AFFILIATES AND (II) OCCURRENCE OF THE EFFECTIVE DATE

On [●], 2025, the Honorable Christopher M. Lopez, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"),[2] entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving Disclosure Statement on a Final Basis and (II) Confirming the Second Amended Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and its Debtor Affiliates* [Docket No. [●]] (the "Confirmation Order") (i) approving, on a final basis, the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and its Debtor Affiliates* (the "Disclosure Statement") and (ii) confirming the *Second Amended Joint Chapter 11 Plan of Plenty Unlimited Texas LLC and its Debtor Affiliates* (as supplemented or amended, the "Plan");

The Effective Date of the Plan occurred on [●].

Copies of the Plan, the Disclosure Statement, the Plan Supplement, and the Confirmation Order may be obtained free of charge by visiting the website maintained by Stretto, Inc. at https://cases.stretto.com/PlentyUnlimited. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at https://www.pacer.gov/. Please note that a PACER password and login are required to access documents via PACER.

The Plan and the provisions thereof are binding on the Debtors, the Reorganized Debtors, any holder of a Claim against, or Interest in, any of the Debtors and such holder's respective successors and assigns, whether or not such Claim or Interest is Impaired under the Plan and whether or not such holder voted to accept or reject the Plan.

[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 meanings ascribed to such terms in the Plan.

The Bankruptcy Court has approved the discharge, release, exculpation, injunction, and related provisions in Article VIII of the Plan.

Pursuant to Article XII.G of the Plan, any Entity that desires to receive notices or other documents pursuant to Bankruptcy Rule 2002 must file a renewed request to receive documents with the Bankruptcy Court to be added to the post-Confirmation service list. Entities not on such post-Confirmation service list may not receive notices or other documents filed in the Chapter 11 Cases after the Effective Date. An Entity who provides an e-mail address may be served only by e-mail after the Effective Date.

The Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

Dated: [●], 2025
Houston, Texas

/s/ *[Draft]*

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Co-Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on [●], 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ [DRAFT]
Duston K. McFaul