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Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO

In Re:) Case No. 10-41613
) (Chapter 11)
HOLLIFIELD RANCHES, INC.,)
)
_____ Debtor.)

SIXTH AMENDED CHAPTER 11 PLAN FOR REORGANIZATION

ARTICLE I

Hollifield Ranches, Inc., herein referred to as the debtor, proposes the following Plan for reorganization. Except where indicated to the contrary, the terms utilized in this Plan have been so utilized as defined in the Bankruptcy Code.

ARTICLE II
DEFINITIONS

The debtor provides the following definitions for the benefit of creditors so they can better understand the Plan:

A. "Petition" shall mean the voluntary petition under Chapter 11 filed with this Court on September 9, 2010.

B. "Case" shall mean the bankruptcy action filed by the debtor for reorganization of the debtor's estate commenced by a voluntary petition under Chapter 11 on September 9, 2010, which is now pending in the United States Bankruptcy Court for the District of Idaho.

C. "Filing Date" shall mean the date the debtor filed for relief under Chapter 11 of the United States Bankruptcy Code, or September 9, 2010.

D. "Effective Date" shall be sixty (60) days after confirmation unless there an appeal is pending regarding confirmation. If an appeal is pending, then the effective date shall be the date the appeal is ultimately resolved.

E. "Date of Distribution" shall be that date selected by the debtor for the initial distribution under the Plan, which shall be the effective date of the Plan unless otherwise indicated in the Plan.

F. "Disbursing Agent" shall mean Terry G. Hollifield, who will be duly authorized and appointed upon approval of the Plan.

ARTICLE III
APPOINTMENT OF DISBURSING AGENT

Terry G. Hollifield, shall be the disbursing agent for the estate.

ARTICLE IV
CLASSIFICATION OF CLAIMS AND INTERESTS

The claims of creditors shall be divided into the following classes:

CLASS 1. Administrative Fees and Costs

- (A) Attorney's Fees
- (B) Chapter 11 Quarterly Fees

CLASS 2. Section 507 Priority Claims

CLASS 3. Bank of the West

CLASS 4. Davidson & Co.

CLASS 5. Key Bank

CLASS 6. McCall Livestock

CLASS 7. Metropolitan Life Insurance

CLASS 8. Northwest Farm Credit Service

CLASS 9. Twin Falls Livestock

CLASS 10. Wells Fargo Bank

CLASS 11. Buhl Implement Co.

CLASS 12. Agri-Stor Co. Inc./Chemical Supply Co. Inc.

CLASS 13. Western Seeds

CLASS 14. Valley Agronomics, LLC

CLASS 15. Simplot Soilbuilders

CLASS 16. CNH Capital

CLASS 17. Tyson Fresh Meats, Inc.

CLASS 18. Administrative Expenses Under §503(b)(9)

CLASS 19. Unsecured Claims

ARTICLE V

TREATMENT OF CLAIMS AND INTERESTS

The debtor shall treat the claims and interests as divided into the classes stated above in the following manner:

CLASS 1. Administrative Fees and Costs

The costs and expenses of administration of this proceeding are to be borne by the debtor and are to be paid in cash on the date of distribution of this Plan unless otherwise provided herein.

(A) Attorney's Fees

As to the allowance to counsel for the debtor for the services rendered to date, as well as for services to be rendered, the debtor and its counsel have agreed to leave the same to the sole discretion of the Court. Upon confirmation of the Plan, counsel will apply to the Court for fees to which he deems himself entitled based upon his time and hourly charges. To date the law firm of Robinson Anthon & Tribe has been paid the sum of \$34,000. Of that amount \$5,198.49 was applied to pre-petition fees and costs, and the balance of \$28,801.51 was held in trust with the understanding said sum will be applied to post-petition fees and costs incurred in this case, but only after Court approval has been obtained. That after application for fees and costs and

pursuant to the Court Order dated February 2, 2011, the sum of \$24,800.15 was approved and applied to said fees and costs and the sum of \$4,001.36 remained in trust. That after application for attorney's fees and costs and pursuant to the Court Order dated June 20, 2011, the sum of \$31,734.78 was approved as and for said fees and costs and the remaining balance held in trust was applied toward the same and the balance of said fees and costs was paid by Hollifield Ranches. That after application for attorney's fees and costs and pursuant to the Court Order dated April 11, 2012, the sum of \$55,065.50 was approved as and for said fees and costs, which sum will be paid when funds are available. It is understood that any other additional fees and costs incurred in this case will only be paid upon application for the same and Court approval and shall be paid within ten days of approval by the Court.

(B) Chapter 11 Quarterly Fees

Pursuant to 28 USC 1930(a)(6), the debtor is obligated to pay quarterly fees to the United States Trustee during the pendency of the Chapter 11 case until a Plan is confirmed. The United States Trustee quarterly fees are an administrative expense which shall be paid on the effective date of the Plan by virtue of 11 USC 1129(a)(12), and debtor shall pay, when due, all quarterly fees incurred from the date of confirmation until the case is closed by the Court, converted or dismissed, whichever occurs first.

CLASS 2. Section 507 Priority Claims

NONE

CLASS 3. Bank of the West

The allowed secured claim of this class is the sum of \$18,325.56, which is secured by a lien against a 624 G Loader. The sum of \$18,325.56 together with interest thereon at the rate of 4.25% per annum shall be paid in two equal annual payments of \$9,162.78 each. The first annual payment shall be made on or before the April 15, 2013, with the subsequent final payment to be made on or before April 15, 2014. Bank of the West shall

retain its lien against the 624 G Loader until fully paid as provided herein.

CLASS 4. Davidson & Co.

The allowed secured claim of this class is the sum of \$18,020.25, which is secured by a seed lien against the 2010 malt barley crop for goods sold. Since the proceeds of 2010 were used by debtor, the lien will remain in crops until this debt is satisfied. The sum of \$18,020.25 together with interest thereon at the rate of 4.25% per annum shall be paid in seven equal annual payments of \$3,030.14 each. The first annual payment shall be made on or before the 15th day of April, 2013, with subsequent payments to be made on or before the 1st day of April of each and every year thereafter until the sum of \$18,020.25 together with interest thereon is paid in full. Davidson & Co. shall retain its lien against the 2010 malt barley crop until fully paid as provided herein.

CLASS 5. KeyBank

KeyBank National Association (“KeyBank”) has a fully secured claim in the sum of \$14,100,000.00 (the “Indebtedness”) as of March 28, 2012, which is secured by livestock, milk proceeds, cash collateral, equipment, personal property real property, and related collateral, as specified in further detail below.

A. Acknowledgment of Loan Documents

Prior to the date the Debtor filed a petition for relief in bankruptcy, Debtor executed in favor of KeyBank certain documents (including predecessor and/or successor documents), instruments, agreements and documents, and all related documents, among others, listed below (the “Loan Documents”), which are incorporated herein by reference, and shall remain in full force and effect:

That certain Promissory Note dated as of March 17, 2009 (maturity date March 15, 2013) (the “HR Note 1”), executed by Hollifield Ranches, Inc. through President Terry G. Hollifield and Secretary Carol J. Hollifield in favor of KeyBank in the principal amount of \$158,811.55; and

That certain Promissory Note dated as of March 17, 2009 (maturity date March 15, 2010) (the “HR Note 9409”), executed by Hollifield Ranches, Inc. through

President Terry G. Hollifield and Secretary Carol J. Hollifield in favor of KeyBank in the principal amount of \$6,657,325.00; and

That certain Promissory Note dated as of April 2, 2007 (maturity date April 1, 2008) (the "DH Note 11001"), executed by Double H Cattle LP, A Limited Partnership, through General Partners Terry G. Hollifield and Carol J. Hollifield in favor of KeyBank in the principal amount of \$2,750,000.00; and

That certain Promissory Note dated as of May 22, 2008 (maturity date May 5, 2009) (the "WGD Note 11001"), executed by White Gold Dairy, LLC. through Members Terry G. Hollifield and Carol J. Hollifield in favor of KeyBank in the principal amount of \$1,500,000.00; and

That certain Promissory Note dated as of May 22, 2008 (maturity date May 5, 2009) (the "WGD Note 21001"), executed by White Gold Dairy, LLC. through Members Terry G. Hollifield and Carol J. Hollifield in favor of KeyBank in the principal amount of \$1,750,000.00; and

That certain Promissory Note dated as of May 22, 2008 (maturity date May 5, 2011) (the "TH Note 1"), executed by Terry G. Hollifield in favor of KeyBank in the principal amount of \$99,302.52; and

That certain Promissory Note dated as of May 22, 2008 (maturity date May 5, 2009) (the "TH Note 0002"), executed by Terry G. Hollifield in favor of KeyBank in the principal amount of \$250,000.00; and

That certain Agricultural Security Agreement dated as of March 17, 2009 (the "HR 1 Agricultural Security Agreement"), executed by Hollifield Ranches, Inc. through President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, and Farm Equipment, together with the following property: All Crops; and

That certain Agricultural Security Agreement dated as of March 17, 2009 (the "DH HR 1 Agricultural Security Agreement"), executed by Double H Cattle LP, A Limited Partnership, through General Partner Hollifield Ranches, Inc., by President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, and Farm Equipment; and

That certain Agricultural Security Agreement dated as of March 17, 2009 (the "WGD HR 1 Agricultural Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, Farm Equipment, and Milk Assignment; and

That certain Agricultural Security Agreement dated as of March 17, 2009 (the "HR 9409 Agricultural Security Agreement"), executed by Hollifield Ranches, Inc. through President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, and Farm Equipment, together with the following property: All Crops; and

That certain Agricultural Security Agreement dated as of March 17, 2009 (the "DH HR 9409 Agricultural Security Agreement"), executed by Double H Cattle LP, A Limited Partnership, through General Partner Hollifield Ranches, Inc., by President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, and Farm Equipment; and

That certain Agricultural Security Agreement dated as of March 17, 2009 (the "WGD HR 9409 Agricultural Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, Farm Equipment, and Milk Assignment; and

That certain Commercial Pledge Agreement dated as of March 17, 2009 (the "WGD HR 1 Commercial Pledge Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in ADM Investor Services, Inc. Trading Account #G6902 and FC Stone Trading, Acct #DO 72554; and

That certain Commercial Pledge Agreement dated as of March 17, 2009 (the "WGD HR 9409 Commercial Pledge Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in ADM Investor Services, Inc. Trading Account #G6902; and

That certain Agricultural Security Agreement dated as of July 16, 2007 (the "DH 11001 Agricultural Security Agreement"), executed by Double H Cattle LP, A Limited Partnership, through General Partner Hollifield Ranches, Inc., by President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, and Farm Equipment; and

That certain Agricultural Security Agreement dated as of July 16, 2007 (the "HR DH 11001 Agricultural Security Agreement"), executed by Hollifield Ranches, Inc., through President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products and Farm Equipment, together with the following property: All Crops; and

That certain Agricultural Security Agreement dated as of July 16, 2007 (the "WGD DH 11001 Agricultural Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, Farm Equipment and Milk Assignment; and

That certain Commercial Pledge Agreement dated as of July 16, 2007 (the "WGD HR 11001 Commercial Pledge Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in ADM Investor Services, Inc. Trading Account #G6902; and

That certain Commercial Pledge Agreement dated as of March 17, 2009 (the "WGD DH 11001 Commercial Pledge Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in ADM Investor Services, Inc. Trading Account #06902 and FC Stone Trading, Acct #DO 72554; and

That certain Commercial Pledge and Security Agreement dated as of May 22, 2008 (the "WGD DH 21001 Commercial Pledge and Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in ADM Investor Services, Inc. Trading Account #06902 and FC Stone Trading, Acct #DO 72554; and

That certain Agricultural Security Agreement dated as of April 2, 2007 (the "HR DH 21001 Agricultural Security Agreement"), executed by Hollifield Ranches, Inc., through President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products and Farm Equipment, together with the following property: All Crops; and

That certain Agricultural Security Agreement dated as of July 16, 2007 (the "DH WGD 11001 Agricultural Security Agreement"), executed by Double H Cattle LP, A Limited Partnership, through General Partner Hollifield Ranches, Inc., by President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, and Farm Equipment; and

That certain Agricultural Security Agreement dated as of April 2, 2007 (the "WGD 11001 Agricultural Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, Farm Equipment and Milk Assignment; and

That certain Agricultural Security Agreement dated as of April 2, 2007 (the "HR WGD 11001 Agricultural Security Agreement"), executed by Hollifield Ranches,

Inc. through President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, and Farm Equipment, together with the following property: All Crops; and

That certain Agricultural Security Agreement dated as of July 16, 2007 (the "DH WGD 21001 Agricultural Security Agreement"), executed by Double H Cattle LP, A Limited Partnership, through General Partner Hollifield Ranches, Inc., by President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, and Farm Equipment; and

That certain Agricultural Security Agreement dated as of April 2, 2007 (the "WGD DH 11001 Agricultural Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, Farm Equipment and Milk Assignment; and

That certain Agricultural Security Agreement dated as of April 2, 2007 (the "HR DH 11001 Agricultural Security Agreement"), executed by Hollifield Ranches, Inc., through President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products and Farm Equipment, together with the following property: All Crops; and

That certain Commercial Pledge and Security Agreement dated as of May 22, 2008 (the "WGD 11001 Commercial Pledge and Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in ADM Investor Services, Inc. Trading Account #06902; and

That certain Commercial Pledge and Security Agreement dated as of May 22, 2008 (the "WGD DH 11001 Commercial Pledge and Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in ADM Investor Services, Inc. Trading Account #06902; and

That certain Commercial Pledge and Security Agreement dated as of May 22, 2008 (the "WGD 21001 Commercial Pledge and Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in ADM Investor Services, Inc. Trading Account #06902; and

That certain Agricultural Security Agreement dated as of May 22, 2008 (the "HR TH 1 Agricultural Security Agreement"), executed by Hollifield Ranches, Inc. through President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment,

General Intangibles, Farm Products, and Farm Equipment, together with the following property: All Crops; and

That certain Agricultural Security Agreement dated as of May 22, 2008 (the "DH TH 1 Agricultural Security Agreement"), executed by Double H Cattle LP, A Limited Partnership, through General Partner Hollifield Ranches, Inc., by President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, and Farm Equipment; and

That certain Agricultural Security Agreement dated as of May 22, 2008 (the "WGD TH 1 Agricultural Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, Farm Equipment and Milk Assignment; and

That certain Agricultural Security Agreement dated as of May 22, 2008 (the "HR TH 0002 Agricultural Security Agreement"), executed by Hollifield Ranches, Inc. through President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, and Farm Equipment, together with the following property: All Crops; and

That certain Agricultural Security Agreement dated as of May 22, 2008 (the "DH TH 0002 Agricultural Security Agreement"), executed by Double H Cattle LP, A Limited Partnership, through General Partner Hollifield Ranches, Inc., by President Terry G. Hollifield and Secretary Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, and Farm Equipment; and

That certain Agricultural Security Agreement dated as of May 22, 2008 (the "WGD TH 0002 Agricultural Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles, Farm Products, Livestock (including all increase and supplies), Feed, Farm Equipment and Milk Assignment; and

That certain Commercial Pledge and Security Agreement dated as of May 22, 2008 (the "WGD TH 1 Commercial Pledge and Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol J. Hollifield granting KeyBank a security interest in ADM Investor Services, Inc. Trading Account #06902; and

That certain Commercial Pledge and Security Agreement dated as of May 22, 2008 (the "WGD TH 0002 Commercial Pledge and Security Agreement"), executed by White Gold Dairy, LLC, by its members Terry G. Hollifield and Carol

J. Hollifield granting KeyBank a security interest in ADM Investor Services, Inc. Trading Account #06902.

Any and all documents attached to KeyBank's Proof of Claim No. 55 are hereby incorporated by reference as additional Loan Documents. The above Loan Documents shall remain in full force and effect, except as specifically modified herein. All of the foregoing arrangements, all of such pre-petition instruments, agreements, and documents pertaining thereto, whether or not described above, including all amendments or modifications thereof, if any, and including any modification of terms of forbearance agreements, are referred to collectively herein as the "Pre-Filing Agreements."

B. Collateral.

The Collateral for KeyBank's fully secured claim, in addition to the Collateral identified in the Loan Documents, includes, but is not limited to the following, whether granted and/or recognized pre-petition or post-petition, and whether now owned or hereafter acquired:

1. The real property identified in that certain adequate protection mortgage (the "AP Mortgage") dated December 23, 2011 and recorded in the official records of Twin Falls County, Idaho, on January 11, 2012 as Instrument No. 2012-000524, which is incorporated herein by reference, that encumbers the real property more fully described therein. KeyBank possesses a second priority lien in such real property. Such AP Mortgage shall continue in full force in effect until the Indebtedness is satisfied in full;
2. The real property subject to KeyBank's Judgment Lien (as defined below), including both real and personal property;
3. All inventory, chattel paper, accounts, equipment, general intangibles, crops, farm products, farm equipment, feed, milk assignment and livestock. KeyBank possesses a first priority lien in such collateral, except (1) that KeyBank possess a second priority lien in such irrigation equipment and milking equipment described on Exhibit B to that certain Intercreditor Agreement executed between KeyBank and MetLife, and acknowledged by Double H, Hollifield Ranches, Taylor & Dad Investments, White Gold Dairy, Terry G. Hollifield and Carol J. Hollifield on September 30, 2008, and (2) as specified in the Joint Motion to Approve Compromise (CR 115) and Order Approving Compromise (CR 159) (together the "Tyson Agreement"), which are hereby incorporated by reference, KeyBank does not possess a security interest in cattle owned by Tyson, but does possess a first perfected security interest in the accounts receivable resulting from the Steer Operation (defined below).

4. All collateral identified in the Order Authorizing the Emergency use of Cash Collateral and Notice of Final Hearing (CR 53), Second Supplemental Order Authorizing Continued Use of Cash Collateral (CR 113), Third Order Regarding Stipulated Use of Cash Collateral (CR 176), Fourth Order Authorizing Continued Use of Cash Collateral (CR 195), Fifth Order Authorizing Emergency Use of Cash Collateral (CR 414) and any and all other orders authorizing the Debtor to use cash collateral filed during this bankruptcy case; and
5. All Collateral of any kind or nature, related or unrelated, that secures the secured claim of KeyBank, including all Collateral identified in Subsection A above, titled Acknowledgement of Loan Documents.
6. All Collateral of any kind or nature, as that term is defined in the Stipulation, which is hereby incorporated by reference.

All such Collateral shall exist as security for Debtor's obligation to repay the Indebtedness owed KeyBank and for any and all other obligations ("Obligations"), including attorney fees and costs KeyBank incurred or will incur in connection with this bankruptcy, with respect to the Indebtedness under this Amended Plan. Debtor agrees to execute such documents as may be necessary, in addition to the Loan Documents, to document or memorialize such Obligations.

C. Incorporation of terms of Stipulation.

The Parties do hereby stipulate and agree to KeyBank's Plan treatment, all as set forth in the Stipulation Among Hollifield Ranches, Inc., White Gold Dairy, LLC., Double H Cattle, L.P., Terry and Carol Hollifield, and KeyBank National Association, Pursuant to Rule 9019 of the Rules of Bankruptcy Procedure (the "Stipulation") (Debtor, Hollifield Ranches, Inc., White Gold Dairy, LLC., Double H Cattle, L.P., and Terry and Carol Hollifield collectively referred to as the "Borrowers") ("Stipulation"). In the event of a discrepancy between the terms of the Stipulation and this Plan Treatment, the terms of this document control.

D. Budget.

All references to "Budget" shall include (a) the budget attached herein as **Exhibit**

A, which sets forth the confirmation budgets of Hollifield Ranches, Debtor's farming operation, and (b) where applicable, budgets prepared by the Debtor and submitted to KeyBank or filed with the Court in subsequent years. The Debtor shall submit a new Budget to KeyBank on November 15 of each year during the term this Plan, detailing the projected income and expenses for the following year for the farming operation.

Debtor shall stay in compliance with the Budget, except that debtor may vary from such Budget in "Net Income/(Loss)"¹ for any given month by an amount of no more than 15.00% without regard to specific line item entries in the Budget. Net Income/Loss shall be calculated by subtracting total expenses from total income. Cash on hand and cash reserves shall not be included in total income. In other words, Debtor may only vary from the projected net income or net loss for any given month as reflected on the Budget by no more than 15.00% without regard to specific line item entries in the Budget.² However, in the event Debtor does not use all of the funds with respect to a budgeted expense line item entry in any given month, Debtor shall be able to roll over those funds to the next month, and use the same during that next month.

Debtor shall comply in full with all requirements of the Budget regarding trade debt or other debt that may accrue or be incurred in any given month, shall fully disclose all such trade debt or other debt in the Budget in the month accrued or incurred, and shall refrain at all times from deferring payment of such trade debt or other debt to a month later than the month in which such trade debt or other debt is accrued or incurred. Stated differently, under no circumstances shall Debtor defer the accounting entry of expenses or payment of expenses from one month to a later month.

¹ Both parties acknowledge that, in determining the "Net Income/Loss" for any given month, the entirety of the Budget shall be considered as a whole, without reference to specific line items in the Budget relative to specific income or expense items. Both parties acknowledge that the sole reference for determination of the "Net Income/Loss" shall be the Budget provided to KeyBank.

² In determine the "Net Income/Loss" for any given month, the entirety of the Budget shall be considered as a whole, without reference to specific line items in the Budget relative to specific income or expense items. Both parties acknowledge that the sole reference for determination of the "Net Income/Loss" shall be the Budget attached as Exhibit A, or any subsequent Budget, as that term is defined in the Budget. "Net Income/(Loss)" shall not include cash reserves or monthly cash carry over.

Debtor shall remain current as to all payments to third parties, so as to prevent attachment of any seed lien or farm labor lien to any KeyBank Collateral.

Written consent of KeyBank shall be necessary in all cases where the Debtor wishes to make a capital purchase or enter into a lease. KeyBank shall not unreasonably withhold its consent. KeyBank's security interest shall attach to any item that becomes property of the Debtor's estate by virtue of such purchase. The Debtor may not incur secured debt for the purpose of financing the Debtor's farming operation without first obtaining the written consent of KeyBank.

E. Reporting to KeyBank.

As to any given month, debtor shall provide to KeyBank, on the 15th day of each following month, the following reports:

(a) A monthly statement of income and expense ("Monthly Statement of Income and Expense") that contains a comparison between budgeted and actual expenses and income for the preceding month and for year-to-date, regarding the farming operation only, in a Budget maintained with Excel software agreeable to both parties and in the form attached as Exhibit F to the Fourth Order Authorizing Continued Use of Cash Collateral ("CC Order")(CR 195).

(b) An accounts payable listing and aging report, in a form reasonably acceptable to KeyBank.

By no later than May 1 of each year until the Indebtedness is paid in full Debtor shall provide to KeyBank: (1) audited financial statements for Debtor; (2) audited financial statements for Terry and Carol Hollifield; (3) copies of tax returns filed by Debtor for that year; and (4) copies of tax returns filed by Terry and Carol Hollifield for that year.

CLASS 6. McCall Livestock

McCall Livestock has been paid in full.

CLASS 7. Metropolitan Life Insurance Co. and MLIC Asset Holdings LLC

The secured claim of Metropolitan Life Insurance Company and MLIC Assets Holdings LLC, as their respective interests may appear ("MetLife"), shall be determined, allowed, and treated as provided herein.

As of July 5, 2012 (the "Base Claim Determination Date"), the parties shall consider the MetLife secured claim to equal \$6,790,005.92 (the "Base Claim Determination Amount"), consisting of \$3,796,329.52 owing in respect of Loan No. 190604 and \$2,993,676.40 owing in respect of Loan No. 192771.

For the purpose of determining the amount of the allowed Class 7 MetLife secured claim as of the Effective Date, interest shall accrue on the Base Claim Determination Amount at an annual rate of 5.15% on and after the Base Claim Determination Date. Debtor's payments to MetLife pursuant to the parties' Stipulation for Adequate Protection and Plan Treatment (MetLife) between the Base Claim Determination Date and the Effective Date shall be applied to interest and then to principal.

The amount of the MetLife allowed Class 7 claim as of the Effective Date shall be determined as follows. The claim shall equal (i) the Base Claim Determination Amount plus (ii) interest accrued between the Base Claim Determination Date and the Effective Date not paid by Debtor, if any, minus (iii) the amount of Debtor's payments applied to the principal of the Base Claim Determination Amount in respect of Debtor's payments between the Base Claim Determination Date and the Effective Date, if any, plus (iv) MetLife's reasonable fees, costs, and charges incurred between the Base Claim Determination Date and the Effective Date. The allowed secured claim shall be bifurcated into two distinct obligations. The first obligation shall be a restructuring of Loan No. 190604. The second obligation shall be a restructuring of Loan No.

192771. The two obligations shall be cross-collateralized. The parties shall calculate and jointly determine (A) the amount of MetLife's allowed Class 7 claim as of the Effective Date, (B) the amount of Loan No. 190604 as of the Effective Date, and (C) the amount of Loan No. 192771 as of the Effective Date in accordance with the foregoing. The sum of (B) and (C) in the foregoing sentence shall equal (A). That sub-claim identified in (B) shall be referred to herein as the "Allowed Loan No. 190604 Sub-Claim." That sub-claim identified in (C) shall be referred to herein as the "Allowed Loan No. 192771 Sub-Claim."

Should the parties be unable to agree upon these amounts in accordance with the foregoing paragraphs, then that dispute shall be resolved by the Bankruptcy Court. For the purposes of clause (iv) in the preceding paragraph, the Bankruptcy Court shall make such determination in accordance with Bankruptcy Code section 506(b), and any of MetLife's fees, costs and charges included in the Base Claim Determination Amount shall not be relevant to the Court's determination.

The amount of MetLife's allowed Class 7 claim shall be secured by the same security interests MetLife presently enjoys until the allowed Class 7 claim is paid in full. MetLife shall retain those security interests.

On and after the Effective Date, the entire class 7 allowed claim shall accrue interest at 5.15% per annum through the fifth anniversary of the Effective Date (the "Interest Reset Date"). On the Interest Reset Date, the interest rate shall be reset by MetLife in its sole discretion accordance with its then standard practices and policies applicable to agricultural real estate mortgage loans.

The Allowed Loan No. 190604 Sub-Claim shall be paid by Debtor to MetLife in equal semi-annual installments of principal and interest calculated on the basis of the amount of the Allowed Loan No. 190604 Sub-Claim as of the Effective Date, in accordance with the foregoing, amortized over a 25 year period after the Effective Date. The payments shall be due

on each December 1 and June 1 after the Effective Date. The Allowed Loan No. 190604 Sub-Claim shall mature on June 1, 2021. Should Debtor make the payments required of it prior to the Effective Date, and should the Effective Date occur on or about September 1, 2012, the parties anticipate that the semi-annual payments required of Debtor hereunder in respect of the Allowed Loan No. 190604 Sub-Claim prior to the Interest Reset Date shall equal approximately \$136,953.17; provided, however, that the foregoing number does not include any allowance for MetLife's reasonable fees, costs and charges incurred after the Claim Determination Date through the Effective Date.

The Allowed Loan No. 192771 Sub-Claim shall be paid by Debtor to MetLife in equal monthly installments of principal and interest calculated on the basis of the amount of the Allowed Loan No. 192771 Sub-Claim as of the Effective Date, in accordance with the foregoing, amortized over a 25 year period after the Effective Date. The payments shall be due on the 15th day of each month commencing after the Effective Date. The Allowed Loan No. 192771 Sub-Claim shall mature on August 15, 2023. Should Debtor make the payments required of it prior to the Effective Date, and should the Effective Date occur on or about September 1, 2012, the parties anticipate that the monthly payments required of Debtor hereunder in respect of the Allowed Loan No. 192771 Sub-Claim prior to the Interest Reset Date shall equal approximately \$17,559.62; provided, however, that the foregoing number does not include any allowance for MetLife's reasonable fees, costs and charges incurred after the Claim Determination Date through the Effective Date..

The parties' prepetition loan documents shall remain in full force and effect, except that they shall be considered to be modified so that they are consistent with the foregoing. Upon MetLife's request, Debtor agrees to execute amendments to the loan documents in accordance with the foregoing. Each party shall bear its own costs and fees in connection with the preparation and execution of the amendments to the loan documents.

MetLife acknowledges that the modifications provided herein shall apply to all obligors on the loans described herein, including Terry and Carol Hollifield. By their signature below, Terry and Jean Hollifield agree to all of the modifications provided herein and agree to perform each obligation of Debtor provided for herein.

The parties hereby agree that the Intercreditor Agreement between Metropolitan Life Insurance Company and KeyBank, National Association ("KeyBank") shall be modified so as to permit the security interests in real property which KeyBank shall receive pursuant to the terms of this Plan; provided, however, that in consideration of that modification, the Intercreditor Agreement shall be further modified to contain an acknowledgment by KeyBank that should MetLife foreclose its security interests in any real property or fixtures in which they both hold a security interest, KeyBank shall promptly thereafter, at MetLife's request and without the necessity of additional consideration, waive and release its rights of redemption. MetLife, KeyBank, Debtor, the Hollifields and any other entities related to Debtor and the Hollifields agree to execute amendments to the Intercreditor Agreement in accordance with the foregoing.

If Debtor fails to timely and fully perform its obligation to MetLife as required by this Plan or the loan documents, or should an event of default as described in the loan documents occur after the Effective Date, then MetLife will provide debtor written notice of such default(s) pursuant to the notice provisions of the loan documents. If such default is a kind that both can be cured, and can be cured within 30 days, and if Debtor fails to cure such default(s) within 30 days after its receipt of the notice of default, MetLife shall, without the requirement of a further order of a court or notice to any other party, be: (a) deemed to have been granted relief from the automatic stay of 11 U.S.C. § 362 and from any injunction imposed by 11 U.S.C. § 524 in this case filed by or against Debtor within five (5) years of the Effective Date of this Plan, to the extent necessary; and (b) entitled to exercise any other remedies available to MetLife under the loan documents and applicable law. Notwithstanding the foregoing, if Debtor's default is such a default

that cannot be cured at all, or cannot be cured within 30 days, then MetLife shall be entitled to the benefits of clauses (a) and (b) hereof upon Debtor's receipt of the notice of default.

Debtor acknowledges and agrees that its current and future leases with Terry Hollifield and/or Carol Hollifield are and shall be junior and subordinate to MetLife's mortgages and MetLife's foreclosure of such mortgages shall extinguish Debtor's rights as a tenant to such real property.

CLASS 8. Northwest Farm Credit Service

This is an indebtedness that is to be paid by the partnership. Debtor has no obligation pertaining to the same.

CLASS 9. Twin Falls Livestock

Twin Falls Livestock has been paid in full

CLASS 10. Wells Fargo Bank

The allowed secured claim of this class is the sum of \$23,800.66 which is secured by a lien against a Case 721 B loader. The sum of \$23,800.66 together with interest thereon at the rate of 4.25% per annum shall be paid in 72 equal monthly payments of \$375 each. The first monthly payment shall be made on or before the 15th day of April, 2013, with subsequent payments to be made on or before the 15th day of each and every month thereafter until the sum of \$23,800.66, together with interest thereon, is paid in full. Wells Fargo Bank shall retain its lien against the Case 721 B loader until fully paid as provided herein.

CLASS 11. Buhl Implement Co.

The allowed secured claim of this class is the sum of \$8,030.24, which is secured by a lien against a Case IH Model MX240 tractor, Serial No. JJA0110571, for repairs. The sum of \$8,030.24 together with interest thereon at the rate of 4.25% per annum shall be paid in 36 equal monthly payments of \$238 each. The first monthly payment shall be made on or before the 15th day of April, 2013, with subsequent payments to be made on or before the

15th day of each and every month thereafter until the sum of \$8,030.24, together with interest thereon, is paid in full. Buhl Implement Co. shall retain its lien against the Case IH Model MX240 tractor, Serial No. JJA0110571 until fully paid as provided herein.

CLASS 12. Agri-Stor Co., Inc./ Chemical Supply Co., Inc.

The allowed secured claim of this class is the sum of \$12,562.19, which is secured by a lien against crops. The sum of \$12,562.19 together with interest thereon at the rate of 4.25% per annum shall be paid in 7 equal annual payments of \$2,112.36 each. The first annual payment shall be made on or before the 15th day of April, 2013, with subsequent payments to be made on or before the 15th day of April of each and every year thereafter until the sum of \$12,562.19, together with interest thereon, is paid in full. Agri-Stor Co., Inc./Chemical Supply Co., Inc., shall retain its lien against the crops until fully paid as provided herein.

CLASS 13. Western Seeds

Western Seeds has been paid in full.

CLASS 14. Valley Agronomics, LLC

Valley Agronomics, LLC, is considered to be unsecured and shall be included in the Unsecured Creditors Class.

CLASS 15. Simplot Soilbuilders

The allowed claim of this class is the sum of \$321,420.43, which is secured by a residence and five acres owned by Terry Hollifield and Carol Hollifield personally. The sum of \$321,420.43, together with interest thereon at the rate of 4.50%, shall be paid in five equal annual payments of \$73,216.89 each. The first annual payment shall be made on or before the 1st day of April, 2013, with subsequent annual payments to be made on or before the 1st day of April of each and every year thereafter until the sum of \$321,420.43, together with interest thereon, is paid in full. Simplot Soilbuilders shall retain its lien in the residence and five acres

owned by Terry Hollifield and Carol Hollifield.

Simplot Soilbuilders shall continue to be paid as provided so long as Simplot Soilbuilders continues to provide fertilizer/chemicals and fuel/oil to debtor. Otherwise, the balance shall be paid in accordance with Class 19 Unsecured Claims.

That debtor shall incur a post-petition secured debt with Simplot Soilbuilders based upon an additional request for use for the incurring secured debt of \$2,300,000 instead of \$1,600,000. To the extent that this is different than provided by the stipulation entered into between Simplot and the debtor. The stipulation shall be modified to reflect this amount and this amount shall control as to the amount of post-petition credit that the debtor has incurred.

That the debtor and J. R. Simplot have entered into a stipulation with respect to Plan treatment that the said stipulation shall be fully and incorporated into this Plan. In the event of a discrepancy between the terms of the stipulation and this Plan, treatment the terms of the stipulation shall control. Except as to the amount incurred namely \$2,300,000 instead of \$1,600,000.

CLASS 16. CNH Capital

The allowed secured claim of this class is the sum of \$39,051.13, which is secured by a New Holland harvester. The sum of \$39,051.13, together with interest thereon at the rate of 4.25%, shall be paid in 72 equal monthly payments of \$615.42 each. The first monthly payment shall be made on or before the 15th day of April, 2013, with subsequent monthly payments to be made on or before the 15th day of each and every month thereafter until the sum of \$39,051.13, together with interest thereon, will be paid in full. CNH Capital shall retain its lien in the New Holland harvester.

CLASS 17. Tyson Fresh Meats, Inc.

There is a dispute that exists wherein Tyson Fresh Meats, Inc., has filed a Motion for Allowance of Administrative Claim (CR 343) and Complaint for Determination of Administrative

Expense Claim (CR 1 Case No. 12-08030), seeking an administrative claim totaling \$958,511.47. The debtor disputes that claim and has filed an Answer and Counterclaim (CR 6 Case No. 12-08030) seeking a judgment totaling approximately \$1.4 million against Tyson Fresh Meats, Inc. That debtor reserves all rights with respect to resolving this matter and that the confirmation order shall provide not only reserving the rights of debtor but by Tyson Fresh Meats, Inc. Furthermore, at the conclusion of Adversary Case No. 12-08030, if the Court allows an administrative claim in favor of Tyson Fresh Meats, Inc., such claim shall be paid over a period of three years in six semiannual payments, on the condition that such payments are not contrary to the provisions set forth in the Compromise Documents (defined below), and do not impact KeyBank's rights as set forth below. In the event that the Court renders a money judgment in favor of the debtor against Tyson Fresh Meats, Inc., that judgment shall be paid by Tyson Fresh Meats, Inc., in six semiannual payments over the same three-year period. In either event, interest shall accrue on any unpaid amounts at the rate of 2% from the date of Confirmation, and the payments shall be due and payable on or before December 15, 2013, June 15, 2014, December 15, 2014, June 15, 2015, December 15, 2015, and June 15, 2016 at which time the final payment shall be due and owing, and all remaining sums shall be due and payable.

If the payment is not paid when due, the party who is entitled to be paid shall provide written notice that the payment has not been paid (a "Notice of Default"). If the payment is not made within 15 days of the Notice of Default, then the following penalties shall automatically be incurred (in addition to any penalties or remedies available to the payee under the Bankruptcy Code): 1. Interest shall increase from 2% to 4% on all unpaid balances (in the event a late payment is made and accepted, interest shall revert to 2% on all unpaid balances); 2. A late penalty shall be added to the principal amount due in the amount of 2% of any outstanding balance owed at the time of the default; and 3. At the option of the payee, the payee may accelerate the entire balance due.

Notwithstanding Confirmation of this Plan or the contents of this Plan, any administrative claim or judgment for administrative claim obtained by Tyson Fresh Meats, Inc., against the debtor shall be subject to: (1) the Joint Motion to Approve Compromise (CR 115) filed by Tyson Fresh Meats, Inc. and the debtor; (2) KeyBank's Objection to Joint Motion to Approve Compromise (CR 134); and (3) this Court's Order Approving Compromise (CR 159), each of which are incorporated herein by reference, shall survive Confirmation of this Plan, and are collectively referred to as the "Compromise Documents." KeyBank shall be entitled to seek relief against Tyson Fresh Meats, Inc. and the debtor, if any payments in satisfaction of Tyson Fresh Meats, Inc.'s administrative claim violate the Compromise Documents, including injunctive relief or a claim for monetary damages. KeyBank shall also be permitted to be heard in Adversary Proceeding No. 12-08030 to ensure that any ruling in that case comports with the Compromise Documents.

THE EXTENT, VALIDITY AND TERMS OF THE TYSON FRESH MEATS, INC. ADMINISTRATIVE CLAIM (AND THE DEBTOR'S COUNTERCLAIM THERETO) ARE BEING ADJUDICATED IN THE ADVERSARY PROCEEDING (ADV. CASE NO. 12-08030-JDP). IF ANY PARTY DESIRES TO PARTICIPATE IN THE ADVERSARY PROCEEDING TO DETERMINE THE EXTENT OF TYSON FRESH MEATS, INC.'S CLAIM, THEY MUST FILE AN APPEARANCE IN THE ADVERSARY PROCEEDING WITHIN THIRTY (30) DAYS OF CONFIRMATION. FAILURE TO FILE AN APPEARANCE SHALL CONSTITUTE A WAIVER OF THAT PARTY'S RIGHT TO PARTICIPATE IN THE ADJUDICATION OF THE TYSON FRESH MEATS, INC.'S CLAIM (AND THE DEBTOR'S COUNTERCLAIM). KEYBANK HAS ALREADY MADE SUCH AN APPEARANCE IN THE ADVERSARY PROCEEDING BY FILING ITS "NOTICE OF LIMITED APPEARANCE AND REQUEST FOR NOTICE" IN THAT CASE. KEYBANK HAS APPEARED IN THE ADVERSARY PROCEEDING FOR THE LIMITED PURPOSE OF PARTICIPATING IN THE DETERMINATION OF THE SOURCE OF PAYMENT OF TYSON

FRESH MEAT, INC.'S ADMINISTRATIVE CLAIM. KEYBANK HAS NO INTEREST IN THE ALLOWANCE OF SUCH ADMINISTRATIVE CLAIM, BUT ASSERTS AN INTEREST IN ENSURING THAT THE SOURCE OF PAYMENT FOR SUCH CLAIM COMPORTS WITH THE COMPROMISE DOCUMENTS. KEYBANK'S APPEARANCE IN THE ADVERSARY PROCEEDING IS NOT SUBJECT TO FEDERAL RULE OF CIVIL PROCEDURE 24, AS INCORPORATED THROUGH FEDERAL RULE OF BANKRUPTCY PROCEDURE 7024, AS THE SOURCE OF PAYMENT OF ANY ADMINISTRATIVE CLAIM IMPLICATES A CONFIRMATION ISSUE.

CLASS 18. Administrative Expenses Under §503(b)(9)

This class includes the following Administrative Expenses and the amount of each claim as follows:

Westway Feed Products, Inc.	\$24,068.82
Gavilon Grain, LLC	\$70,578.10
The Scoular Company	\$13,908.69
OK Auto Systems, Inc.	\$ <u>5,146.46</u>
Total Administrative Expenses:	\$113,702.07

These expenses shall be paid within ten (10) days after the order of confirmation is entered.

CLASS 19. Unsecured Claims

This class includes all unsecured claims except those specifically treated elsewhere in this Plan. On the date of filing, all of these claims totaled approximately \$2,807,677.08. To be included within this class, unsecured creditors must file proof of claims timely or be listed in the Schedules as undisputed. Any claims that are disputed which are not filed by the bar date for claims namely, January 13, 2011, for all creditors, with the exception of a governmental unit, which is March 8, 2011, shall not be included in this class.

All claims in this class shall receive 100% of the face amount of the claim with

interest at 2% from April 15, 2012. Payments shall be amortized over a period of fifteen years. The combined annual payment for all claims shall be approximately \$219,797.56. Payments shall be made annually beginning April 15, 2013 for a period of ten (10) years until April 15, 2022, when all remaining principal and accrued interest shall be due.

Debtor shall diligently pursue its counterclaim in Adversary Proceeding No. 12-08030-JDP against Tyson Fresh Meats, Inc. In the event that debtor gets a favorable result in that action against Tyson Fresh meats, Inc., debtor shall continue to make payments as described above except that all remaining principal and accrued interest shall be due on October 15, 2020. A favorable result, for the purpose of this paragraph, means any result more favorable to the debtor than the allowance of an administrative claim in favor of Tyson Fresh Meats, Inc. in the amount of \$300,000. In other words, the debtor will achieve a favorable result if Tyson Fresh Meats, Inc.'s administrative claim is allowed in an amount less than \$300,000, or if the debtor recovers a judgment on its counterclaim against Tyson Fresh Meats, Inc. In addition, in the event that Debtor obtains a result in the action against Tyson Fresh Meats, Inc. that requires Tyson Fresh Meats, Inc. to pay money to debtor, one half those sums, after payment of cost and fees necessary for prosecution of the claim have been paid, shall be paid to the Unsecured Creditors, and the other half of such recovery shall be retained by the debtor and spent in accordance with the Budget.

Payments made to the Unsecured Creditors pursuant to this section shall be proportionately divided amongst the claimants.

ARTICLE VI PREPAYMENT OF CLAIMS

The debtor reserves the right to prepay any or all of the claims hereinabove set forth, without penalty.

ARTICLE VII
SALE OF PROPERTY

At any time during the term of this Plan, the debtor may sell equipment and machinery when the debtor deems the sale expedient. The sale proceeds may be applied to the secured portion of the appropriate secured creditor's claim thereby reducing the amount of the payments to such creditor by the amount of the sale proceeds.

ARTICLE VIII
RETENTION OF PROPERTY

The debtor shall retain all property of the estate, except such personal property that is not needed by the debtor for an effective reorganization. Property that is not needed will be abandoned or sold and the proceeds applied to the appropriate secured creditor's claim, whichever is deemed appropriate by the debtor.

ARTICLE IX
EXECUTION OF THE PLAN

The debtor shall retain all property of the estate except as hereinabove set forth and the debtor shall adhere to the payment schedules described within this Plan. All payments shall be made by debtor from future sales of commodities and from such other income as may be generated by the debtor in its operations.

ARTICLE X
POST FILING INDEBTEDNESS

No post filing indebtedness, other than what has been set forth in this Plan, has been incurred by the debtor which indebtedness is in arrears or is not current.

ARTICLE XI
ADVERSARY PROCEEDINGS

The debtor reserves the right to begin or continue any adversary proceedings permitted under Title 11 of the United States Code.

ARTICLE XII
LEASES AND EXECUTORY CONTRACTS

The following leases shall be assumed:

<u>Name</u>	<u>Farm Name</u>
Kelvon Hansen	Nebeker
Kelly, LLC	Johnson
Lien, LLC	Hranac
Lesouhs, LLC	Shouse
Gary Denney	Potestio
Tolman & Sons	Tolman
L.E. Chapin Estate	Chapin
John Coleman	Coleman
Lasko Farm, LLC	Boyd
UBS AgriVest, LLC	Lake/Simplot
Terry Hollifield	
Art Baily	Baily
D & H Farms	D & H
CWH Estate	Hollifield
J. Jackson	Jackson
T. Jackson	Jackson
Clare Armstrong	Armstrong
John Fayle	Moore
John Redmond	Allen
H. Russell Denton	Russell
Clear Creek Properties	Storages
Clark Bennett	Bennett
Pederson Trust	Clarke
Jack Boyd	Boyd
Peggy Kelly	Kelly
T. F. Hwy. District	Pitts
Keith Briggs	Briggs
Lattimer/US Bank	Lattimer

Beet Shares

Don C. Wright
Richard Sievers
Terry Hollifield 400 shares in the amount of \$40,000

Share Crop Farms – 50/50

Dick and Mary Cook
Scott McMaster
John Metzler

ARTICLE XIII
USE OF CASH COLLATERAL AND INCURRING SECURED DEBTS

(The first two paragraphs have been deleted based upon the Stipulation for Adequate Protection and Plan Treatment (Doc. 552) between debtor and Metropolitan Life

Insurance Company and MLIC Asset Holdings, LLC.)

So long as any creditor continues to have a lien against crop proceeds as part of its collateral, said creditor shall subordinate its lien for fertilizer, seed and chemicals up to \$2,000,000 per year. Said subordination shall not be cumulative in nature, but shall be the extent of the subordination for any given year. Said creditor shall execute any and all documents necessary to effectuate the subordination of its lien.

ARTICLE XIV
RETENTION OF JURISDICTION

The Court shall retain jurisdiction of the debtor and its operations subject to confirmation of the Plan for the sole purpose of allowing claims and hearing objections, if any, for continuing or commencing any adversary proceedings, and for determining and resolving any default or other similar matters under this Plan. Debtor reserves the right to file an action against Guinn Trading for the post-petition breach of a contract pertaining to feed deliverage.

ARTICLE XV
DISCHARGE

Based upon the fact that the debtor is a corporation, upon confirmation of the Plan Hollifield Ranches, Inc., shall receive a discharge in accordance with Section 11 U. S. C. 1141.

ARTICLE XVI
CONCLUSION

The debtor has given every thought to the complex problems confronting it, and with the assistance of its counsel, has devised and formulated this Plan. This Plan is respectfully submitted with the hope that its equity and fairness will be considered by the parties in interest, whose consent is necessary to perfect it. It is further hoped that all creditors will join in an affirmative vote for the Plan in order that they, as well as the debtor, will receive the maximum benefits to be derived therefrom. The debtor has not audited the claims or other figures; however,

this Plan and the approved Disclosure Statement are as accurate as is feasible under the circumstances.

DATED this 18th day of July, 2012.

HOLLIFIELD RANCHES, INC.

By: /s/ Terry G. Hollifield
Terry G. Hollifield

APPROVED:
ROBINSON ANTHON & TRIBE

By: /s/ Brent T. Robinson
Brent T. Robinson