UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

In re:

	Chapter 11 Cases
OLD CORKSCREW PLANTATION, L.L.C.,	Case No. 9:11-bk-14559-BSS
OLD CORKSCREW PLANTATION II, L.L.C.,	Case No. 9:11-bk-14563-BSS
OLD CORKSCREW PLANTATION III, L.L.C.,	Case No. 9:11-bk-14568-BSS
OLD CORKSCREW PLANTATION IV, L.L.C.,	Case No. 9:11-bk-14569-BSS
OLD CORKSCREW PLANTATION V, L.L.C.,	Case No. 9:11-bk-14572-BSS
OLD CORKSCREW PLANTATION VI, L.L.C.,	Case No. 9:11-bk-14578-BSS
Debtors.	(Jointly Administered Under
_____/	Case No. 9:11-bk-14559-BSS)

AMENDED JOINT CONSOLIDATED DISCLOSURE STATEMENT FOR AMENDED PLAN OF REORGANIZATION OF THE DEBTORS PURSUANT TO CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE

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Dated as of February 7, 2012

THIS AMENDED JOINT DISCLOSURE STATEMENT (THE "DISCLOSURE STATEMENT") MAY NOT BE RELIED ON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE DEBTORS' PLAN OF REORGANIZATION UNDER CHAPTER 11 OF TITLE 11, UNITED STATES CODE DATED AS OF DECEMBER 5, 2011 (AS AMENDED FROM TIME TO TIME, THE "PLAN"), AND NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE ADVICE ON THE TAX OR SECURITIES LAWS OR OTHER LEGAL EFFECTS OF THE PLAN ON HOLDERS OF CLAIMS AGAINST OR EQUITY INTERESTS IN THE DEBTORS. ANY CREDITOR OR OTHER PARTY BUYING OR SELLING A CLAIM BASED ON THE INFORMATION CONTAINED HEREIN, INCLUDING ANY EXHIBIT ATTACHED HERETO DOES SO AT ITS OWN RISK.

ALL CREDITORS AND HOLDERS OF EQUITY INTERESTS THAT ARE ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ AND CAREFULLY CONSIDER THE ENTIRE DISCLOSURE STATEMENT FURNISHED TO THEM AND THE MATTERS DESCRIBED IN THIS DISCLOSURE STATEMENT, PRIOR TO SUBMITTING A BALLOT PURSUANT TO THIS SOLICITATION. THE DESCRIPTION OF THE PLAN CONTAINED IN THIS DISCLOSURE STATEMENT IS INTENDED AS A SUMMARY ONLY AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN ITSELF. EACH CREDITOR AND HOLDER OF AN EQUITY INTEREST SHOULD READ, CONSIDER AND CAREFULLY ANALYZE THE TERMS AND PROVISIONS OF THE PLAN.

NO PERSON IS AUTHORIZED BY THE DEBTORS IN CONNECTION WITH THE PLAN OR THE SOLICITATION OF ACCEPTANCES OF THE PLAN TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED HERETO OR INCORPORATED BY REFERENCE OR REFERRED TO HEREIN AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MAY NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DEBTORS. SUCH ADDITIONAL REPRESENTATIONS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTORS, WHO IN TURN SHALL DELIVER SUCH INFORMATION TO THE BANKRUPTCY COURT FOR ACTION AS MAY BE DEEMED APPROPRIATE. THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL NOT UNDER ANY CIRCUMSTANCES IMPLY THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF. THIS DISCLOSURE STATEMENT IS DATED AS OF DECEMBER 5, 2011, AND CREDITORS AND HOLDERS OF EQUITY INTERESTS ARE ENCOURAGED TO REVIEW THE DOCKET IN THE BANKRUPTCY CASES IN ORDER TO APPRISE THEMSELVES OF EVENTS WHICH OCCUR BETWEEN THE DATE OF THIS DISCLOSURE STATEMENT AND THE DATE OF THE CONFIRMATION HEARING.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNLESS OTHERWISE STATED, ALL STATEMENTS IN THIS DISCLOSURE STATEMENT AND IN THE PLAN CONCERNING THE DEBTORS' BUSINESS, THE PAST OR PRESENT

FINANCIAL CONDITION OF THE DEBTORS, THE PROJECTIONS FOR THE REORGANIZED DEBTOR'S OPERATIONS, TRANSACTIONS TO WHICH THE DEBTORS WERE OR ARE PARTY, OR THE EFFECT OF CONFIRMATION OF THE PLAN ON HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS ARE ATTRIBUTABLE EXCLUSIVELY TO THE DEBTORS AND NOT TO ANY OTHER PARTY.

NONE OF THE ATTORNEYS, ACCOUNTANTS, OR OTHER PROFESSIONALS RETAINED BY THE DEBTORS MAKES ANY REPRESENTATIONS CONCERNING SUCH INFORMATION. THE DEBTORS HAVE ATTEMPTED TO PRESENT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT ACCURATELY AND FAIRLY. THE ASSUMPTIONS UNDERLYING THE ANTICIPATION OF FUTURE EVENTS CONTAINED IN THIS DISCLOSURE STATEMENT REPRESENT AN ESTIMATE BY THE DEBTORS, BUT BECAUSE THESE ARE ONLY ASSUMPTIONS OR PREDICTIONS OF FUTURE EVENTS (MOST OF WHICH ARE BEYOND THE DEBTORS' CONTROL), THERE CAN BE NO ASSURANCE THAT THE EVENTS WILL OCCUR. IN THE EVENT THAT ANY IMPAIRED CLASS OF CLAIMS OR EQUITY INTERESTS VOTES TO REJECT THE PLAN, (1) THE DEBTORS MAY ALSO SEEK TO SATISFY THE REQUIREMENTS FOR CONFIRMATION OF THE PLAN WITH RESPECT TO THAT CLASS UNDER THE BANKRUPTCY CODE'S "CRAMDOWN" PROVISIONS AND, IF REQUIRED, MAY AMEND THE PLAN TO CONFORM TO SUCH REQUIREMENTS, OR (2) THE PLAN MAY BE OTHERWISE MODIFIED OR WITHDRAWN.

THE REQUIREMENTS FOR CONFIRMATION, INCLUDING THE VOTE OF IMPAIRED CLASSES OF CLAIMS AND EQUITY INTERESTS TO ACCEPT THE PLAN AND CERTAIN OF THE STATUTORY FINDINGS THAT MUST BE MADE BY THE BANKRUPTCY COURT, ARE SET FORTH IN THE SECTION OF THIS DISCLOSURE STATEMENT TITLED "VOTING ON AND CONFIRMATION OF THE PLAN."

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I. INTRODUCTION AND SUMMARY

A. Overview

Old Corkscrew Plantation, L.L.C. ("OCPI"); Old Corkscrew Plantation II, L.L.C. ("OCPII"); Old Corkscrew Plantation III, L.L.C. ("OCPIII"); Old Corkscrew Plantation IV, L.L.C. ("OCPIV"); Old Corkscrew Plantation V, L.L.C. ("OCPV"); and Old Corkscrew Plantation VI, L.L.C. ("OCPVI") as debtors and debtors in possession (collectively, the "OCP Debtors" or "Debtors" and, on and after the Effective Date, the "Reorganized Debtor"), by and through their undersigned counsel, submit this Amended Joint Consolidated Disclosure Statement (the "Disclosure Statement") pursuant to Section 1125 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et al (the "Bankruptcy Code") for use in connection with the solicitation of votes by the Debtors on their Amended Plan of Reorganization, dated February ___, 2012, being filed contemporaneously herewith and attached hereto as Exhibit 1 (the "Plan"). Although the Debtors' Estates are presently being jointly administered for procedural purposes, the Debtors and their Estates have not been substantively consolidated. However, pursuant to the Plan, each of the OCP Debtors will be substantively consolidated with and into the Reorganized Debtor. As of the Effective Date, there will be one Reorganized Debtor if the Plan is confirmed. The following introduction and summary is a general overview only and is qualified in its entirety by, and should be read in conjunction with, the more detailed discussions, information and financial statements and notes thereto appearing elsewhere in this Disclosure Statement and the Plan. All capitalized terms not defined in this Disclosure Statement have the meanings given to them in the Plan.

This Disclosure Statement sets forth certain information regarding the Debtors' prepetition operating and financial history, the need to seek Chapter 11 protection, significant events that have occurred during the Chapter 11 Cases, and the anticipated organization and operations of the Reorganized Debtor. This Disclosure Statement also describes terms and provisions of the Plan, including certain alternatives to the Plan, certain effects of confirmation of the Plan, and the manner in which distributions will be made under the Plan. In addition, this Disclosure Statement discusses the confirmation process and the voting procedures that holders of Claims in Impaired Classes must follow for their votes to be counted. Certain provisions of the Plan, and thus the descriptions and summaries contained herein, may be the subject of continuing negotiations among the Debtors and various parties, may not have been finally agreed upon, and may be modified. Such modifications, however, are not expected to have a material effect on the distributions contemplated by the Plan.

Each of the Debtors is a proponent of the Plan within the meaning of Section 1129 of the Bankruptcy Code. The Plan contains separate Classes and proposes recoveries for holders of Claims against and Equity Interests in the Debtors. After careful review of the Plan, current business operations, estimated recoveries in a liquidation scenario, and the prospects of ongoing business, the Debtors have concluded that their business and assets have significant value that would not be realized in a liquidation scenario and, as a result, the recovery to the Creditors will be maximized by a reorganization of the Debtors, as contemplated by the Plan. Therefore, the Debtors recommend that you vote in favor of the Plan.

B. Rules of Interpretation

The following rules for interpretation and construction shall apply to the Disclosure Statement: (1) whenever from the context it is appropriate, 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; (2) unless otherwise specified, any reference in the Disclosure Statement to a contract, 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; (3) unless otherwise specified, any reference in the Disclosure Statement to an existing document, schedule, exhibit, statute, regulation, order, rule of the court, or the like, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented from time to time; (4) any reference to an entity as a holder of a Claim or Equity Interest includes that entity's successors and assigns; (5) unless otherwise specified, all references in the Disclosure Statement to Articles and Exhibits are references to Articles and Exhibits of the Disclosure Statement; (6) the words "herein," "hereof," and "hereto" shall refer to the Disclosure Statement in its entirety rather than to a particular portion of the Disclosure Statement; (7) 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 Disclosure Statement; (8) unless otherwise set forth in the Disclosure Statement, the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply; (9) in computing any period of time prescribed or allowed, the provisions of Bankruptcy Rule 9006(a) shall apply, and if the date on which a transaction may occur pursuant to the Disclosure Statement shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day; and (10) unless otherwise specified, all references in the Disclosure Statement to monetary figures shall refer to currency of the United States of America.

II. PURPOSE OF THIS DISCLOSURE STATEMENT

The purpose of this Disclosure Statement is to provide the Holders of Claims and Equity Interests with adequate information to make an informed judgment about the Plan. This information includes, among other things, (a) the procedures for voting on the Plan, (b) a summary of the Plan filed and an explanation of how the Plan will function, including the means of implementing and funding the Plan, (c) the events leading to the filing of the Bankruptcy Cases, (d) general information about the business, properties, and operations of the Debtors, (e) projections for the Debtors' future operations, and (f) a summary of significant events which have occurred to date in the Bankruptcy Cases.

This Disclosure Statement contains important information about the Plan and considerations pertinent to a vote for or against the Confirmation of the Plan. All Holders of Claims and Equity Interests are encouraged to review carefully this Disclosure Statement. Unless otherwise defined herein, all capitalized terms used in this Disclosure Statement have the meanings ascribed to them in the Plan. Any term used in the Plan or herein that is not defined in the Plan or herein and that is used in the Bankruptcy Code or the Bankruptcy Rules has the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be. If there is any conflict between the definitions contained in this Disclosure Statement and the definitions contained in the Plan, the definitions contained in the Plan shall control.

A. Summary of Treatment of Claims and Equity Interests under the Plan

The obligations and distributions made under the Plan are in full and final settlement, release and compromise of any and all Claims against and Equity Interests in the Debtors.

The Plan contains separate classes for holders of Claims against, and Equity Interests in, the Debtors. As required by the Bankruptcy Code, Administrative Claims, Priority Tax Claims, United States Trustee fees and the DIP Lender Allowed Claims are not classified. The classification and treatment for all Classes are described in more detail in the Plan.

For a description of the Plan and various risks and other factors pertaining to the Plan as it relates to holders of claims against, and interests in the Debtors, please see the "Description of the Reorganization Plan" and "Certain Factors To Be Considered," sections of this Disclosure Statement.

B. General Voting Procedures, Ballots, and Voting Deadline

Accompanying this Disclosure Statement are the following (1) the notice of, among other things, the time for submitting Ballots to accept or reject the Plan; the date, time and place of the hearing to consider the confirmation of the Plan and related matters, and the time for filing objections to the confirmation of the Plan (the "Confirmation Hearing Notice"); and (2) if you are entitled to vote, one or more Ballots (and return envelopes) to be used by you in voting to accept or to reject the Plan.

After carefully reviewing the Plan, this Disclosure Statement and (if you are entitled to vote) the detailed instructions accompanying your Ballot, please indicate your acceptance or rejection of the Plan by checking the appropriate box on the enclosed Ballot. Please complete and sign your original Ballot (copies will not be accepted) and return it to the Clerk at U.S. Courthouse, 2110 First Street, Fort Myers, FL 33901 or file your ballot electronically at https://pacer.flmb.uscourts.gov/cmecf/ballots/submission.asp. You must provide all of the information requested by the appropriate Ballot. Failure to do so may result in the disqualification of your vote on such Ballot. Each Ballot has been coded to reflect the Class of Claims it represents. Accordingly, in voting to accept or reject the Plan, you must use only the coded Ballot or Ballots sent to you with this Disclosure Statement.

The Bankruptcy Court has set _____2012, (**"Voting Deadline"**) as the Voting Deadline. The Deadline is the date for the determination of record holders of Claims and/or Interests entitled to receive a copy of this Disclosure Statement and vote, using appropriate Ballots, to accept or reject the Plan.

All Ballots must be returned either by regular mail, hand delivery or overnight delivery by the Voting Deadline to the Clerk of Court, U.S. Courthouse, 2110 First Street, Fort Myers, FL 33901 or electronically filed at https://pacer.flmb.uscourts.gov/cmecf/ballots/submission.asp.

Ballots returned by facsimile or email are not valid and will not be counted. Ballots received after the Voting Deadline will not be counted. Ballots should not be delivered directly to Counsel for the Debtors, the Committee, or the Office of the United States Trustee.

Questions About Voting Procedures: (1) If you have any questions about (a) the procedure for voting your Claim, (b) the packet of materials that you have received, or (c) the amount of your Claim; or (2) you wish to obtain an additional copy of the Plan, this Disclosure Statement, or any exhibits to such documents please contact:

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C. Confirmation Hearing and Deadline for Objections to Confirmation

Pursuant to Section 1128 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 3017(c), the Bankruptcy Court has scheduled an evidentiary hearing to consider confirmation of the Plan to begin on _____ ___, 2012 at ____a.m./p.m. (Eastern Daylight Time) before the Honorable Barry E. Schermer, United States Bankruptcy Judge, United States Bankruptcy Court, 2110 First Street, Courtroom E, Fort Myers, FL 33901 (the "Confirmation Hearing").

The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequent adjourned Confirmation Hearing. The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan and final approval of this Disclosure Statement be filed with the Clerk of the Bankruptcy Court and served so that they are ACTUALLY RECEIVED on or before ___ p.m., _____, 2012 (prevailing Eastern Standard Time) by: (i) Debi Evans Galler, Esq., Berger Singerman, LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, (ii) R. Pete Smith, Esq., McDowell, Rice, Smith & Buchanan,

P.C., 605 West 47th Street, Suite 350, Kansas City, MO 64112-1905, (iii) Mark Shaiken, Esq., Stinson Morrison Hecker LLP, 1201 Walnut Street, Suite 2900, Kansas City, MO 64106-2150; (iv) Steven R. Leslie, Esq., Stichter, Riedel, Blain & Prosser, P.A., 110 East Madison Street, Suite 200, Tampa, Florida 33602; and (v) J. Steven Wilkes, Esq., Trial Attorney, Region 21, 501 E. Polk Street, Suite 1200, Tampa, Florida.

III. BACKGROUND REGARDING THE DEBTORS

The following sections of this Disclosure Statement provide a brief overview of the Debtors' corporate history, key aspects of the Debtors' business operations, a summary of the Debtors' current capital structure and the events precipitating the Chapter 11 Cases.

A. Corporate History

Each of the Debtors is a Florida limited liability company, organized under Florida law. Old Corkscrew Plantation, LLC; Old Corkscrew Plantation II, LLC; Old Corkscrew Plantation III, LLC and Old Corkscrew Plantation IV, LLC were formed in 2002. Old Corkscrew Plantation V, LLC and Old Corkscrew Plantation VI, LLC were formed in 2005. The Debtors were formed for the purpose of acquiring the citrus grove properties known generally as Old Corkscrew Plantation. The Old Corkscrew Plantation ("OCP") is comprised of approximately 5,625 acres of land owned by Debtors located in Estero, Florida in Southeastern Lee County between Fort Myers and Naples, Florida, approximately 4,622 acres of which are under cultivation as citrus groves. The land is currently a cash flowing citrus grove with varieties that include oranges for juice production, fresh Red Grapefruit, Fallgo Tangerines, Sunburst Tangerines, Orlando Tangerines, Honey Tangerines and a small amount of Navel Oranges. Currently, OCP accounts for approximately 1.2% of Florida's total citrus production.

B. Overview of Business Operations

OCP is among the southernmost orange groves in Florida, originally planted following the freezes in Orlando in the early 1980s. Due to their southern location, the groves are far less susceptible to freezing.

OCP is comprised of parcels of land located between State Route 82 ("SR-82") and Corkscrew Road. OCP is located 10 miles east of the Fort Myers/Regional Florida Airport (RSW) and Interstate 75. The land was acquired in a number of transactions from 2002 through 2005. The land is owned by the six Debtor entities.

OCP has positive cash flow and advantageous tax benefits via depreciation with no recapturing of the depreciation expense required. Annually, there are two main harvests of the citrus crops. The "early" harvest starts in January and accounts for approximately 35% of revenue. The "late" harvest starts in March and lasts through June and accounts for approximately 65% of revenue. The groves produce two types of fruit. Citrus picked to be sold as fruit in the grocery store represents approximately 15% of Debtors' revenue. Fruit picked for juice is sent to a processor and can be found in Minute Maid and Tropicana brands of orange juice, and represents approximately 85% of revenue. One hundred percent of OCP's citrus harvest is marketed through a fruit juice contract with Cutrale Citrus Juices USA, Inc. and a fresh

fruit contract with Dundee Citrus Growers Assn. The Debtors plan on assuming these contracts as part of the plan.

The groves are managed by Brian Bartholomew of Arcadia Citrus Enterprises, Inc. of Ft. Myers, Florida. Mr. Bartholomew is an experienced, lifelong citrus farmer with more than thirty years of experience in all aspects of grove management and production. Arcadia Citrus Enterprises, Inc. was established in 1983, and has been managing Debtors' citrus groves for years. Mr. Bartholomew is a board member of Dundee Citrus Growers Cooperative, a past Board Member of U.S.D.A. Farm Service Agency for 12 years, a licensed and bonded fruit dealer, and a member of the Florida Horticulture Society, Gulf Citrus Growers Association and Farm Credit of Southwest Florida. He attended Auburn University for Agriculture Science and Business, holds a degree in Citrus Production Technology from Edison College, and holds a commercial pesticide license.

For more than five years, the OCP citrus grove has effectively operated as a single economic enterprise in disregard of the owner entities' existence as separate Florida limited liability companies. The operating funds used to conduct the Debtors' businesses have been deposited and maintained in a single account (the "Operating Account"), which has been used to fund each of the Debtors' business operations without regard to the separate legal identities of the Debtors. Expenses and obligations of each of the Debtors have been paid from the singular Operating Account solely in accordance with the economic needs of each of the Debtors when the obligations or expenses needed to be paid.

The Debtors each have the same primary secured lender, BMO Harris Bank, N.A., successor by merger to M&I Marshall & Ilsley Bank ("BMO"); and each of the Debtors have executed as comakers promissory notes in favor BMO (the "Notes"). BMO claims the Notes are collectively secured by a real estate mortgage on the real property of each and all of the Debtors. Limited guarantees of the Notes have been executed by the same member principals, Scott Westlake and Franz Rosinus. BMO claims a security interest in the citrus crops produced by the citrus groves comprised of all of Debtors' properties.

The Debtors operate out of the same administrative office and books and records of the Debtors are maintained by the same administrative personnel. The Debtors' citrus grove operations are each managed by the same company, Arcadia Citrus Management, Inc. of Ft. Myers, Florida, and all the management fees and expenses charged or incurred by a Debtor are paid from the Operating Account.

The Debtor limited liability companies have overlapping member/owners; for example, OCP Opportunity I, LLC is a member of each of the Debtors and holds approximately a one third interest in each of the Debtors. Four West, LLC is a member of five of the Debtors and owns approximately a one third interests in five of the Debtors. Other members also have ownership interests in more than one of the Debtors.

General trade creditors of the Debtors have not relied upon the assets of the individual Debtors but have looked to the Debtors as a single consolidated enterprise.

Pre-petition, on June 29, 2010, OCP Holding Co. LLC, a Florida limited liability company, was formed. The purpose of its formation was to provide a vehicle to merge ownership of the Debtors into a single entity. Pre-petition, the owners of the Debtors executed the Operating Agreement, which provided for the new allocation of ownership interest among the members which was based upon acreage. Attached hereto as Exhibit 2 is a copy of the fully executed Operating Agreement. The consolidation was unable to be effectuated prior to the Petition Date. The validity and enforceability of the Operating Agreement and the allocation of interests is disputed by Mr. Rosinus and his entities.

As part of the Plan, the Debtors seek the Court's approval of consolidation of the six Debtor companies into OCP Holding Co., LLC, as contemplated in July, 2010 and in recognition that the Debtors have operated as a single, unitary operation with comingled assets and joint liabilities for several years. As a result, the Reorganized Debtor will be a single entity and the OCP Debtors' respective assets and liabilities will be merged and any inter-creditor claims of the Debtor entities against one another will be eliminated.

C. The Debtors' Prepetition Secured Lender

Debtors are indebted to BMO under three promissory notes in the original principal amounts of $40,000,000.00, $20,000,000.00 and $5,000,000, evidenced by the following promissory notes:

(a) Amended and Restated Term Note dated August 1, 2006 in the original principal amount of $40,000,000.00 in favor of BMO amended by the First Modification to Promissory Note dated as of December 31, 2009 (the "40MM Note");

(b) Term Note dated August 1, 2006 in the original principal amount of $20,000,000.00 in favor of BMO amended by the First Modification to Promissory Note dated January 25, 2008 and the Second Modification to Promissory Note dated as of December 31, 2009 (the "20MM Note");

(c) Amended and Restated Promissory Note dated October 28, 2008 in the original principal amount of $5,000,000.00 in favor of BMO amended by the First Modification to Promissory Note dated December 31, 2009 (the "5MM Note"). As of May 26, 2011, the unpaid balance on the 40MM Note was $33,434,354.05; the unpaid balance on the 20MM Note was $16,000,000; and the unpaid balance on the 5MM Note was $5,000,000.

The $40MM Note, the $20MM Note and the $5MM Note are secured by (i) an Amended and Restated Real Estate Mortgage, Assignment and Security Agreement dated August 1, 2006, executed by OCPI, OCPII, OCPIII, OCPIV and OCPV in favor of Lender; (ii) a Real Estate Mortgage, Assignment and Security Agreement dated August 1, 2006, executed by OCPVI and Felda Plantation, LLC ("Felda")[1] in favor of BMO. The $5MM Note and a separate Note in the amount of $17,600,000 executed by Felda Plantation, LLC are secured by a mortgage against

[1] Felda Plantation, LLC is debtor in possession in the separate Bankruptcy Case, Case No. 9:11-bk-14614-BSS, filed July 29, 2011, in the United States Bankruptcy Court for the Middle District of Florida.

property of Felda Plantation, LLC. Debtors' obligations under the above-described notes are guaranteed under limited Guaranty Agreements executed by Franz Rosinus and Scott Westlake.

Pursuant to certain Modification Agreements, the $40MM Note, $20MM Note and $5MM Note mature on December 31, 2011. Prior to the filing of the bankruptcy cases, BMO had indicated to the Debtors that it is unwilling to extend the payment of the unpaid balance on the above Notes beyond December 31, 2011. Since the filing of the bankruptcies, however, Debtors and BMO have reached agreement on the Plan for restructuring Debtors' obligations to BMO, set forth in detail in the Plan.

IV. EVENTS PRECIPITATING CHAPTER 11 FILINGS

On or about May 12, 2011, BMO's predecessor exercised a setoff against Debtors' deposit account in the amount of $1,500,000. On or about May 16, 2011, BMO's predecessor set off $565,645.95 against Scott Westlake's personal deposit account against Debtors' indebtedness on the above-described Notes. Pursuant to a Forbearance Agreement entered between Debtors and BMO providing for a forbearance period to end no later than December 31, 2011, on or about May 27, 2011, BMO applied an additional approximately $636,670.23 from the Debtors' deposit account in payment of installments of interest provided for in the Forbearance Agreement. The Modification Agreement and Forbearance Agreements called for payments of principal of $2,500,000 on August 1, 2011 and $1,000,000.00 on August 15, 2011 under the 40MM Note and $20MM Note.

On or about July 5, 2011, the former M&I Marshall & Ilsley Bank was acquired by BMO (Bank of Montreal) Financial Group, and BMO became the successor by merger to M&I Marshall & Ilsley Bank.

The Debtors sought to arrange alternate financing to enable them to pay indebtedness to BMO and repay an alternate lender over time at a reasonable market rate of interest, but were not able to do so prior to the filing of the Bankruptcy Petitions on July 29, 2011. The filing of Chapter 11 proceedings was necessitated by the inability to reach agreement with BMO or its predecessor on terms for extension of the Notes.

V. SIGNIFICANT EVENTS IN THE CHAPTER 11 CASES

As of the Petition Date, the Debtors owned real property with a value of One Hundred Two Million Eight Hundred Fifty Thousand ($102,850,000.00), checking account funds of $1,000,703.99, and machinery and equipment with a value of in excess of $288,000, with secured debt of $54,434,354.05 and unsecured debt of approximately $6,500,000. Chapter 11 provides the most efficient and timely process for the Debtors to restructure their debt and provide for payment of creditors.

A. "First Day" Relief

In order to enable the Debtors to operate effectively and avoid the adverse effects of the Chapter 11 filings, the Debtors filed various types of "first-day" applications and motions (collectively, the "First Day Motions") with the Court seeking relief intended to allow the

Debtors to effectively transition into Chapter 11 and minimize disruption of the Debtors' business operations, thereby preserving and maximizing the value of the Debtors' estates.

On July 29, 2011, the Debtors filed the following First Day Motions:

(i) Debtors' Application for Approval, on an Interim and Final Basis, of Employment of McDowell, Rice, Smith & Buchanan, P.C. as Counsel for Debtors in Possession *Nunc Pro Tunc* to the Petition Date (D.E. #6);

(ii) Debtors' Application for Order Authorizing, on an Interim and Final Basis, Employment of Berger Singerman, P.A., as Counsel to the Debtors, *Nunc Pro Tunc* to Petition Date (D.E. #7);

(iii) Debtors' Application for an Order Authorizing Employment and Retention of Kapila & Company and Soneet R. Kapila as Chief Restructuring Officer to the Debtors, *Nunc Pro Tunc* to the Petition Date (D.E. #8);

(iv) Debtors' Application for Order Authorizing Employment of Arcadia Citrus Enterprises, Inc. as Manager for the Debtors, *Nunc Pro Tunc* to Petition Date (D.E. #9);

(v) Debtors' Motion for Joint Administration (D.E. #10);

(vi) Debtors' Emergency Motion for an Order Authorizing Debtors to File a Consolidated Case Management Summary (D.E. #11) and Certificate of Necessity of Request for Emergency Hearing (D.E. #12);

(vii) Debtors' Motion for Interim and Final Orders (I) Authorizing the Use of Cash Collateral and (II) Granting Adequate Protection (D.E. #13);

(viii) Debtors' Motion for Authorization to Continue to Administer Insurance Policies (D.E. #14);

(ix) Debtors' Motion to Establish Procedures for Monthly and Interim Compensation and Reimbursement of Expenses for Professionals (D.E. #15);

(x) Debtors' Motion for (A) Authority to (I) Maintain Bank Accounts and to Continue to Use Existing Business Forms and Checks, and (II) Continue to Use Existing Cash Management System; and (B) Waiver of Certain Investment and Deposit Guidelines (D.E. #16).

Following a hearing on August 8, 2011, and based upon the Declaration of Scott Westlake In Support of First Day Pleadings (D.E. #5), the Bankruptcy Court entered several orders (as described more fully in this section, collectively, the "First Day Orders") to help the Debtors stabilize day-to-day business operations. A brief summary of each of the First Day Orders is provided below.

1. Procedural Orders

To facilitate a smooth and efficient administration of the Debtors' chapter 11 cases, on August 19, 2011, the Bankruptcy Court entered its Order Granting Debtors' Motion for Joint Administration (D.E. #73) and Order Granting Debtors' Emergency Motion for an Order Authorizing Debtors to File a Consolidated Case Management Order, dated October 19, 2011 (D.E. #74); and on August 22, 2011, entered its Order Granting Motion for Authorization to Continue to Administer Insurance Policies (D.E. #77). Debtors' Motion for (A) Authority to (I) Maintain Bank Accounts and to Continue to Use Existing Business Forms and Checks, and (II) Continue to Use Existing Cash Management System; and (B) Waiver of Certain Investment and Deposit Guidelines (D.E. #16) was granted in part by the Order Granting in Part and Denying in Part Motion for (A) Authority to (I) Maintain Bank Accounts and to Continue to Use Existing Business Forms and Checks, and (II) Continue to Use Existing Cash Management System; and (B) Waiver of Certain Investment and Deposit Guidelines entered on September 2, 2011 (D.E. #103).

2. Use of Cash Collateral

On July 29, 2011, Debtors filed Debtors' Motion for Interim and Final Orders (I) Authorizing the Use of Cash Collateral and (II) Granting Adequate Protection (D.E. #13). On August 10, 2011, the Bankruptcy Court entered an Agreed Interim Order (A) Authorizing the Debtors' Use of Cash Collateral, (B) Granting Adequate Protection, and (C) Scheduling a Final Hearing (D.E. #69). Debtors successfully negotiated agreement with BMO for interim use of its cash collateral pursuant to a budget and certain requirement for reporting variances from the budget, provided Debtors make payment to BMO in the amount of $222,000 during August, 2011. Thereafter, Debtors and BMO negotiated an extension of use of cash collateral to December 8, 2011 upon similar terms, and on September 2, 2011, the Court entered an Agreed Second Interim Order (A) Authorizing the Debtor's Use of Cash Collateral, (B) Granting Adequate Protection, and (C) Establishing a Bar Date to File a Complaint Objecting to the Validity Priority, and Amount of BMO's Claims and Scheduling Final Hearing (D.E. #101). The Debtors and BMO negotiated further extensions of use of cash collateral to February 9, 2012, and on December 23, 2011, the Court entered its Agreed Third Order (A) Authorizing the Debtors' Use of Cash Collateral, (B) Granting Adequate Protection, and (C) Scheduling a Final Hearing (D.E. # 281), authorizing the use of cash collateral until February 9, 2012. The Debtors anticipate there will be a further extension of the use of cash collateral to the date of confirmation.

3. Garagemen's Lien on Tractor

In order to obtain the use of a tractor needed for Debtors' grove operations that had been repaired by Everglades Farm Equipment Co., Inc. and was subject to a possessory lien for the repair charges, on August 29, 2011, Debtor filed an Emergency Motion Requesting Recognition of Garagemen's Lien on Tractor Held by Third Party Vendor Everglades Farm Equipment Co., Inc. (D.E. #97), which was granted by the Order Granting Debtor's Emergency, Agreed Motion Requesting Recognition of Garagemen's Lien on Tractor Held by Third Party Vendor Everglades Farm Equipment Co., Inc. entered on September 2, 2011 (D.E. #104).

4. Employment and Retention of Professionals, Chief Restructuring Officer and Grove Manager

On August 25, 2011, the Bankruptcy Court entered Orders authorizing the Debtors to retain the following professionals and advisors on a final basis:

(a) Berger Singerman, P.A., as counsel to debtors and debtors in possession (D.E. #85);

(b) McDowell, Rice, Smith & Buchanan, P.C., as counsel to debtors and debtors in possession (D.E. #84);

(c) Kapila & Company ("Kapila"), as Chief Restructuring Officer (D.E. #86);

(d) Arcadia Citrus Enterprises, Inc. as Manager for the Debtors (D.E. #87).

Debtors' Motion to Establish Procedures for Monthly and Interim Compensation and Reimbursement of Expenses for Professionals (D.E. #15) was granted by Order Granting Motion for an Order Establishing Procedures for Monthly and Interim Compensation and Reimbursement of Expenses for Professionals (D.E. #102).

In order to continue to have the benefit of professional services provided by accountants Wiebel Hennels & Caruffe, PLLC with respect to an examination of one of the Debtors' 2009 tax return, of Spectrum Business Ventures, Inc. ("SBVI") for accounting-related services, and of DeLisi Fitzgerald, Inc. and Pavese Law Firm for services related to administrative and judicial proceedings in connection with mining related activities, on September 8, 2011, Debtors filed a Motion for Approval to Retain and Employ Professionals Utilized in the Ordinary Course of Business (D.E. #110). This Motion was granted in part by Order entered October 21, 2011 (D.E. #179) and hearing thereon as to SBVI was continued to October 27, 2011. The Order approving the employment of SBVI was entered on November 15, 2011 (D.E. #204).

5. Utility Providers

The Debtors rely on utility services from various utility companies for water, sewer service, electricity, gas, telephone service, internet service, cable service and waste management. The Debtors have reached agreement with their utility providers to provide adequate assurance of future performance, and avoid the alteration or discontinuation of utility service.

6. Critical Vendors

On September 13, 2011, Debtors filed their Motion for Entry of an Order Authorizing Payment of Prepetition Claims of Critical Vendors (D.E. #114), requesting authority to pay certain vendors whose continuing services are essential to the Debtors' continuing operations and who are among a limited number of companies in southwest Florida providing harvesters to pick fruit and hauling services to transport picked fruit to purchasers, including Everglades Harvest & Hauling, Inc., Car Two, Florida Agribusiness, LLC and Jackson Citrus, Inc. This Motion was granted by the Court's Order Granting Debtor's Emergency Motion for Entry of an Order

Authorizing Payment of Prepetition Claims of Critical Vendors entered October 21, 2011 (D.E. #178).

7. Chapter 11 Debtor-in-Possession Financing

On September 30, 2011, the Debtors filed an Emergency Motion for Entry of Interim and Final Orders Authorizing (A) Debtors In Possession to Obtain Secured Post-Petition Financing, (B) Granting Certain Liens, (C) Approving Agreements Relating to the Foregoing, (D) Modifying the Automatic Stay, (E) Granting Super-Priority Administrative Claim Status, (F) Scheduling a Final Hearing, and (G) Prescribing Form and Manner of Notice with Respect Thereto, (the "DIP Motion") (D.E. #146). Debtors sought authority (i) to borrow from OCP-DIP Lender, LLC (the "DIP Lender") the aggregate amount of $1,500,000 (the "DIP Loan"), with an amount equal to $835,000 to be borrowed on an interim basis, and (ii) to grant to the DIP Lender certain liens, mortgages and security interests property of the Debtors junior and subordinate to the prepetition liens, mortgages and security interests of BMO. Due to the cyclical nature of the Debtors' business, the cash generated by the Debtors' operations is expected to be insufficient to meet the cash requirements to operate their businesses, such that the DIP borrowing needed to preserve and maintain the going concern value of the Debtors' estates, to continue the orderly operation of their businesses and provide necessary funds for (a) working capital, (b) general corporate purposes, (c) payments of adequate protection to BMO pending confirmation of a plan of reorganization, (d) payment of costs of administration of the Chapter 11 Case, to the extent set forth in the Budget, and (e) payment of interest, fees and costs to the DIP Lender under the DIP Loan Documents. The Order approving the DIP Motion on an interim basis was entered on November 10, 2011 (D.E. #200).

Pursuant to the Interim Order, the Debtors were authorized, among other things, to borrow from the DIP Lender one or more interim initial advances in an aggregate amount not to exceed $850,000. The Debtors anticipate entry of a final order authorizing them to borrow up to $1,500,000 from the DIP Lender. As of the filing of this Amended Disclosure Statement the aggregate outstanding Post-petition advances extended to the Debtors by the DIP Lender pursuant to the DIP Loan Documents and in accordance with and subject to the terms and conditions of the DIP Financing Orders, totaled $615,000 (excluding accrued and unpaid interest).

B. Developments During the Chapter 11 Cases

1. Filing of the Debtors' Schedules and Statements of Financial Affairs, Establishment of Deadlines to Submit Proofs of Claim

a. Debtors' Schedules and Statement of Financial Affairs

On July 29, 2011, each of the Debtors filed its schedules of assets and liabilities and statements of financial affairs with certain amendments thereafter filed August 5 and 26, 2011 (collectively, the "Schedules and SOFA"). The Schedules and SOFA provide information concerning each of the Debtors' assets, liabilities (including accounts payable), executory contracts and other financial information as of the Petition Date, all as required by section 521 of the Bankruptcy Code and Bankruptcy Rule 1007 of the Federal Rules of Bankruptcy Procedure.

Amendments to Schedule F were filed on August 5, 2011 (D.E. #62) and August 26, 2011 (D.E. #88), and an Amendments to Schedule G were filed on September 13, 2011 (D.E. #116) and September 16, 2011 (D.E. #125), and Amended Schedule B and F and Amended Statement of Financial Affairs was filed on November 2, 2011 (D.E. #195).

b. Bar Date(s)

On August 2, 2011 a Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors and Deadlines was entered establishing the deadline of October 12, 2011 for all creditors except a governmental unit to file proofs of claim against the Debtors (the "Bar Date") and a deadline 180 days from the date of filing, or January 24, 2012 for a governmental unit to file proofs of claim against the Debtors (the "Governmental Bar Date").

c. Claims Filed Against the Debtors

(i) General Unsecured Claims

As of February 6, 2012, a total of approximately 24 claims had been filed against Debtor OCPI (Case No. 11-14559), including BMO's claim in the amount of $55,379,678.83 as a secured claim and a total of $6,972,014.37 in unsecured claims. Eleven claims had been filed against Debtor OCPII (Case No. 11-14563), including a total of $5,528,145.15 in unsecured claims and $1,049,652.41 in secured claims. Nine claims had been filed against Debtor OCPIII (Case No. 11-14568), all as unsecured claims, totaling $5,458,822.98. Nine claims had been filed against Debtor OCPIV (Case No. 11-14569), all as unsecured claims, totaling $5,404,562.58. Ten claims had been filed against Debtor OCPV (Case No. 11-14572), all as unsecured claims, totaling $5,754,793.40. Eight claims had been filed against Debtor OCPVI (Case No. 11-14578), including a total of $5,538,478.35 in unsecured claims and $35,512.08 in asserted priority claims. Debtors' schedules reflect unsecured indebtedness in the amount of approximately $6,324,952.45. The Debtors believe that the ultimate amount of Allowed Unsecured Claims in these Chapter 11 Cases, after the completion of all objections to such Claims and any litigation arising therefrom will be approximately $6,500,000, which includes approximately $5,200,000 of unsecured, insider claims and approximately $1,300,000 of unsecured non-insider claims.

The Debtors contend that some portion of the filed claims and scheduled debts are duplicative in nature. Given that the Debtors' proposed Plan proposes substantive consolidation of the Debtors, it is appropriate for the Debtors or the Reorganized Debtor, as the case may be, to object to any duplicative claims filed in more than one of the Debtors' cases for the same obligation. For those claimants that filed a claim in multiple cases, the Debtors propose to file one objection per claimant addressing the claims filed by such claimant in all of the applicable cases. This procedure is the alternative to filing the objections at the Debtor level, which would cause unnecessary confusion to the claimant. In addition, the proposed procedure will eliminate duplicate efforts in filing responses to the objection and reduce the administrative burden on the Clerk of Court and the Court.

Further, as authorized by the Bankruptcy Court, the Debtors will be objecting to a number of claims on grounds which are not set forth in Rule 3007(d), such as claims without

basis, misclassified claims, general unsecured claims filed as unsecured priority or secured claims, and any other applicable basis for asserting objections. In an effort to prosecute claim objections in an efficient and cost-effective manner, the Debtors propose to: (i) follow the procedures described above for claimants with multiple duplicative claims; and (ii) include in their anticipated omnibus claim objections additional grounds for objection that are not set forth in Rule 3007(d), including claims without basis, misclassified claims, general unsecured claims filed as unsecured priority or secured claims, and any other applicable basis for asserting objections. The ability to assert such additional objections in their anticipated omnibus claim objections will benefit the estates by reducing the number of pleadings the Debtors will have to prepare which will benefit their estates and creditors.

2. Appointment of the Creditors Committee

Section 1102 of the Bankruptcy Code requires that, absent an order of the Bankruptcy Court to the contrary, the U.S. Trustee must appoint a committee of unsecured creditors as soon as practicable. On September 16, 2011, the United States Trustee filed a Notice of Appointment of Unsecured Creditors' Committee (the "Committee") in the Chapter 11 Cases (D.E. #124). The Committee is comprised of the following:

CHAIRPERSON:
Kenneth C. Passarella, Passarella & Associates, Inc.

COMMITTEE MEMBERS:
Jesse Wooten, Griffin Fertilizer Company

John Paul, Paul Inc., d/b/a Car Two

Frank C. Youngman, Florida Grove Hedgers, Inc.

Paul J. Meador, Everglades Harvesting & Hauling, Inc.

The Committee sought to engage Stichter, Riedel, Blain & Prosser, P.A. ("SRBP") as Counsel to the Official Committee of Unsecured Creditors by Application filed October 5, 2011 (D.E. #155). The Order approving the retention of SRBP was entered on November 15, 2011 (D.E. #203).

From and after appointment of the Committee in these Chapter 11 Cases, the Debtors have worked and cooperated with the Committee in connection with the delivery of documentation and information so as to enable the Committee to perform its duties under the Bankruptcy Code. The Debtors and the Committee have also discussed and negotiated several issues in these Chapter 11 Cases. Recently, after consultation with the Committee by the Debtors, the Committee agreed to fully support the Debtors' efforts to obtain confirmation of the Plan.

3. Exclusivity

Pursuant to Bankruptcy Code §§ 1121(b) and (c)(2), Debtor are afforded a 120-day exclusive period after the order for relief to file a plan (the "Plan Filing Exclusivity Period"). In addition, Bankruptcy Code § 1121(c)(3) provides that no other party in interest may file a plan unless Debtor has not filed a plan that has been accepted by each class of the or interests that is impaired under the plan within 180 days of the date of the order for relief (the "Plan Acceptance Exclusivity Period"). The Debtors sought an extension through December 5, 2011 to file its Plan. The Plan was filed on December 5, 2011 (D.E. #226). Debtors filed their Plan before the expiration of the Plan Acceptance Exclusivity Period.

VI. SUMMARY OF THE PLAN OF REORGANIZATION

This section provides a summary of the structure, classification, treatment and implementation for the Plan filed in these jointly administered cases and is qualified in its entirety by reference to the Plan filed contemporaneously herewith. Although the statements contained in this Disclosure Statement include a summary of the provisions contained in the Plan and in documents referred to therein, this Disclosure Statement does not purport to be a precise or complete statement of all the terms and provisions of the Plan filed or documents referred to therein, and reference is made to the Plan and to such documents for the full and complete statements of such terms and provisions.

The Plan filed and the documents referred therein will control the treatment of creditors and equity interest holders of each Debtor under the Plan and will, upon the effective date, be binding upon holders of Claims against, and Equity Interests in, the Debtors, the Debtors' Estates, the Reorganized Debtor, Creditors and other parties in interest in accordance with Section 1141 of the Bankruptcy Code.

A. Brief Explanation of Chapter 11 Reorganization

Chapter 11 of the Bankruptcy Code is the principal reorganization Chapter of the Bankruptcy Code. Under Chapter 11, a debtor is authorized to reorganize its business for the benefit of itself, its creditors, and equity holders. Confirmation of a plan of reorganization is the principal objective of a Chapter 11 case.

In general, a Chapter 11 plan of reorganization (a) divides claims and interests into separate classes, (b) specifies the property that each class is to receive under the plan, and (c) contains other provisions necessary to the reorganization of the debtor. A Chapter 11 plan may specify that certain classes of claims or interests are either to be paid in full upon the effective date of the plan, reinstated, or their legal, equitable and contractual rights are to remain unchanged by the reorganization effectuated by the plan. Such classes are referred to under the Bankruptcy Code as "unimpaired" and, because of such favorable treatment, are deemed to accept the plan. Accordingly, it is not necessary to solicit votes from the holders of claims or interests in such classes. A Chapter 11 plan also may specify that certain classes will not receive any distribution of property. Such classes are deemed to reject the plan. All other classes of claims and interests contain "impaired" claims and interests entitled to vote on the plan. As a condition to confirmation, the Bankruptcy Code generally requires that each impaired class of

claims or interests votes to accept a plan. Acceptances must be received (a) from the holders of claims constituting at least two-thirds in dollar amount and more than one-half in number of the allowed claims in each impaired class of claims that have voted to accept or reject the plan, and (b) from the holders of at least two-thirds in amount of the allowed interests in each impaired class of interests that have voted to accept or reject the plan. If any class or classes of claims or interests entitled to vote with respect to the plan rejects the plan, upon request of the plan proponents, the Bankruptcy Court may nevertheless confirm the plan if certain minimum treatment standards are met with respect to such class or classes.

Chapter 11 of the Bankruptcy Code does not require each holder of a claim or interest to vote in favor of a plan of reorganization in order for the bankruptcy court to confirm the plan. However, the Bankruptcy Court must find that the plan of reorganization meets a number of statutory tests (other than the voting requirements described in this section) before it may confirm, or approve, the plan of reorganization. Many of these tests are designed to protect the interest of holders of claims or interests that do not vote to accept the plan of reorganization but who will nonetheless be bound by the plan's provisions if it is confirmed by the Bankruptcy Court.

B. Classification of Claims and Equity Interests

Section 1122 of the Bankruptcy Code requires that a plan of reorganization classify the claims of a debtor's creditors and the interest of its equity holders. The Bankruptcy Code also provides that, except for certain claims classified for administrative convenience, a plan of reorganization may place a claim of a creditor or an interest of an equity holder in a particular class only if such claim or interest is substantially similar to the other claims of such class. The Bankruptcy Code also requires that a plan of reorganization provide the same treatment for each claim or interest of a particular class unless the holder of a particular claim or interest agrees to a less favorable treatment of its claim or interest.

The Debtors believe that they have classified all Claims and Equity Interests in compliance with the requirements of the Bankruptcy Code. If a Creditor or holder of an Equity Interest challenges such classification of Claims or Equity Interests and the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, the Debtors, to the extent permitted by the Bankruptcy Court, intend to make such reasonable modifications of the classifications of Claims or Equity Interests under the Plan to provide for whatever classification might be required by the Bankruptcy Court for confirmation, Except to the extent that such modification of classification adversely affects the treatment of a holder of a claim or equity interest and requires re-solicitation, acceptance of the Plan by any holder of a claim pursuant to this solicitation will be deemed to be a consent to the Plan's treatment of such holder of a claim regardless of the class as to which such holder ultimately is deemed to be a member.

C. Treatment of Unclassified Claims

In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, U.S. Trustee Fees, Priority Tax Claims, and the DIP Lender Allowed Claim have not been classified in the Plan. The treatment accorded to Administrative Claims, U.S. Trustee Fees, Priority Tax Claims, and the DIP Lender Allowed Claim in the Plan is set forth below.

The Plan filed contemporaneously herewith provides for the treatment of unclassified claims as follows:

1. Administrative Claims

Each holder of an Allowed Administrative Claim (including Allowed Administrative Claims of Professionals) shall be paid (a) an amount, in Cash, by the Reorganized Debtor equal to the Allowed Amount of its Administrative Claim, in accordance with Section 1129(a)(9)(A) of the Bankruptcy Code, on the later of (i) the Effective Date, or as soon thereafter as reasonably practicable, or (ii) as soon as practicable after the date of a Final Order Allowing such Administrative Claim, (b) under such other terms as may be agreed upon by both the Holder of such Allowed Administrative Claim and the Debtors or the Reorganized Debtor, as the case may be, or (c) as otherwise ordered by a Final Order of the Bankruptcy Court.

All Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Bankruptcy Cases shall be paid by the Reorganized Debtor (a) in the ordinary course of business in accordance with contract terms, (b) under such other terms as may be agreed upon by both the Holder of such Allowed Administrative Claim and the Debtors or Reorganized Debtor, as the case may be, or (c) as otherwise ordered by a Final Order of the Bankruptcy Court.

2. United States Trustee's Fees

All unpaid fees and charges assessed against the Debtors under Chapter 123 of title 28, United States Code, 28 U.S.C. §§ 1911-1930, for any calendar quarter ending prior to the Effective Date shall be paid to the United States Trustee by the Reorganized Debtor by no later than thirty (30) days following the Effective Date. At the time of such payment, Reorganized Debtor shall provide to the United States Trustee an affidavit indicating the disbursements made by the Debtors for the relevant periods, if requested by the United States Trustee. Following the Effective Date, any fees required to be paid to the United States Trustee, pursuant to 28 U.S.C. § 1930(a)(6), with respect to the Bankruptcy Cases shall be paid by the Reorganized Debtor, until the earlier of (i) the closing of the Bankruptcy Cases by the issuance of a Final Decree by the Bankruptcy Court, or (ii) the entry of an order by the Bankruptcy Court dismissing the Bankruptcy Cases or converting the Bankruptcy Cases to another chapter under the Bankruptcy Code. Any such payment to the United States Trustee shall be in the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) based upon the applicable disbursements for the relevant period and shall be made within the time period set forth in 28 U.S.C. § 1930(a)(6). At the time of each such payment, the Reorganized Debtor shall provide to the United States Trustee an affidavit indicating the disbursements for the relevant period, if requested by the United States Trustee.

3. Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim shall receive from the Reorganized Debtor, on account of such Allowed Priority Tax Claim, regular installment payments in Cash in accordance with Section 1129(a)(9)(C) of the Bankruptcy Code commencing on the later of (i) the Effective Date or as soon thereafter as reasonably practicable, or (ii) as soon as reasonably

practicable after the date of a Final Order Allowing such Priority Tax Claim. Notwithstanding the above, each Holder of an Allowed Priority Tax Claim may be paid under such other terms as may be agreed upon by both the Holder of such Allowed Priority Tax Claim and the Debtors or Reorganized Debtor, as the case may be. The Reorganized Debtor shall have the right to prepay such Allowed Priority Tax Claims at any time, in whole or in part, without penalty or premium.

4. DIP Lender's Allowed Claims

Pursuant to the DIP Financing Orders, the Bankruptcy Court has approved interim advances by the DIP Lender to the Debtors in an amount up to $850,000, which advances are secured, except as set forth in the DIP Financing Orders, by a Lien in favor of the DIP Lender on substantially all of the Property of the Debtors. It is anticipated that a final order allowing the Debtors to borrow the full $1,500,000 will be entered shortly. As of February 6, 2012, the DIP Advances totaled $615,000 (excluding accrued and unpaid interest).

The DIP Advances shall be paid through the DIP Lender's extension of post-confirmation financing ("Exit Financing") to the reorganized Debtor in the amount of the DIP Advances, the proceeds of which will be utilized to pay the DIP Advances in full on the Effective Date. The Exit Financing provided by the DIP Lender will be secured in the same manner as the obligation represented by the DIP Advances was secured under the Court's financing orders. Repayment of the Exit Financing will be made after payment of principal and interest payments due Class 2 Claim and Allowed Class 4 Unsecured Claims from Available Net Cash Flow.

D. Request for and Basis of Substantive Consolidation of Certain of the Debtors

Since before the Chapter 11 Cases were filed, the Debtors have focused on the formulation of a plan of reorganization that would allow them to emerge quickly from Chapter 11 and preserve their value as a going concern. The Debtors recognize that in the market in which they operate, a lengthy and uncertain Chapter 11 process may detrimentally affect confidence in the Debtors, impair the Debtors' financial condition, and imperil the Debtors' prospects for a successful reorganization. The terms of the Plan are based on, among other things, the Debtors' assessment of their ability to successfully restructure their capitalization, make the distributions contemplated under the Plan, and pay their continuing obligations in the ordinary course of Reorganized Debtor's business.

In summary, but subject to the more specific details provided herein, the Plan summarized below provides for the reorganization of the Debtors into a single Reorganized Debtor, the emergence of the Debtor from the Bankruptcy Cases as the Reorganized Debtor and the treatment of Allowed Claims against the Debtors and Allowed Equity Interests in the Debtors as provided in the Plan.

Although the Debtors' Estates are presently being jointly administered for procedural purposes the Debtors and their respective Estates have not been substantively consolidated. Under the Plan, the Debtors are being consolidated into a single company which shall be the resulting Reorganized Debtor under the Plan

The Plan constitutes a motion by each respective Debtor to substantively consolidate the Debtors as set forth above. If the Plan is confirmed by the Bankruptcy Court, then, on the

Effective Date of the Plan, the Properties of the Estates of the Debtors will be consolidated as set forth above, which Properties will then vest in the Reorganized Debtor on the Effective Date, subject to the terms of the Plan. As of the Effective Date, Four West, LLC shall be the managing member of the Reorganized Debtor, and the holders of equity interests in the Debtors shall be deemed to hold equity interests in the Reorganized Debtor in the proportionate interests as set forth in Article 5 of the Plan.

E. Treatment of Classified Claims and Equity Interests

Pursuant to Section 1122 of the Bankruptcy Code, set forth below is a designation of classes of Claims against and Equity Interests in the Debtors. A Claim or Equity Interest is placed in a particular Class for the purposes of voting on the Plan and of receiving distributions pursuant to the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or an Allowed Equity Interest in that Class and such Claim or Equity Interest has not been paid, released, or otherwise settled prior to the Effective Date. In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims of the kinds specified in Sections 507(a)(2), 507(a)(3) and 507(a)(8) of the Bankruptcy Code have not been classified and their treatment is set forth above.

The Treatment of Classified Claims and Equity Interests for the Debtors is described in more detail below.

F. Summary of Plan of Reorganization

The Plan provides for the reorganization of the OCP Debtors, the emergence of the OCP Debtors from the Bankruptcy Cases as the Reorganized Debtor and the treatment of Allowed Claims against the OCP Debtors and Allowed Equity Interests in the OCP Debtors as provided in the Plan. As of the Effective Date, each of the OCP Debtors will be substantively consolidated with and merged into the Reorganized Debtor pursuant to the terms of the Plan.

Except as otherwise specifically provided in the Plan, the treatment of, and the consideration to be received by, Holders of Allowed Claims and Holders of Allowed Equity Interests pursuant to the Plan shall be in full and final satisfaction, settlement, release, extinguishment and discharge of their respective Allowed Claims (of any nature whatsoever) and Allowed Equity Interests, including any Liens securing such Allowed Claims.

(a) Unclassified Claims

Holders of Allowed Administrative Claims, United States Trustee Fees, Allowed Priority Tax Claims and the DIP Lender shall receive the treatment set forth above.

(b) Class 1: Priority Claims

Class 1 consists of all Priority Claims. Each Holder of an Allowed Priority Claim shall receive from Reorganized Debtor Cash equal to the Allowed Amount of its Priority Claim, in accordance with Section 1129(a)(9)(B)(ii) of the Bankruptcy Code on the later of (i) the Effective Date or as soon thereafter as reasonably practicable, or (ii) as soon as reasonably practicable after the date of a Final Order Allowing such Priority Claim. Notwithstanding the

foregoing, each Holder of an Allowed Priority Claim may be paid under such other terms as may be agreed upon by both the Holder of such Allowed Priority Claim and the Debtors or Reorganized Debtor, as the case may be. Class 1 is Unimpaired by the Plan. As a result, pursuant to Section 1126(f) of the Bankruptcy Code, each Holder of a Priority Claim in Class 1 is conclusively deemed to have accepted the Plan and therefore is not entitled to vote to accept or reject the Plan.

(c) Class 2: Secured Claim of BMO Harris Bank, N.A.

Class 2 consists of the Secured Claim of BMO, in the total amount of approximately $54,434,354.05 secured by a lien on real property and assignments of rents and of fruit contracts, equipment and proceeds. The Allowed Class 2 Claim shall be satisfied by its holder retaining the Lien securing its Claim, and receiving payment of the Allowed Class 2 Claim in accordance with the Term Sheet which contains the following terms:

(1) The Restated Loan shall be consolidated, amended and restated as follows:

(2) The opening principal balance of the Restated Loan shall be the amount owing to BMO under the Notes as of the Confirmation Date less $1,500,000 for a total of $53,894,302.62(the "Restated Principal Balance").

(3) The Restated Principal Balance shall be amortized over 20 years from the Effective Date, with all amounts of the Restated Loan due and owing on the fifth anniversary of the Effective Date. Interest on the Restated Loan shall accrue as follows: 4.25% for the first two years of the loan term, 4.5% for the next two years of the loan term, and 4.75% for the final year of the loan term.

(4) Interest shall be paid quarterly. Amortizing principal payments shall be periodically at a time or times to be agreed to by the parties prior to entry of the Confirmation Order to coincide with the OCP's receipt of funds from the sale of fruit. An additional principal payment shall be made from Excess Cash (as defined herein), to the extent any exists, annually as set forth hereafter.

(5) Debtor shall establish an escrow account into which one-twelfth the annual amount of property taxes on the Reorganized Debtor's real property in which BMO holds a lien shall be paid on a monthly basis by the Reorganized Debtor.

(6) The Reorganized Debtor shall provide BMO with annual audited financial statements prepared by an independent accounting firm.

(7) Unless otherwise expressly waived or released, in writing, by BMO, all existing security agreements, mortgages and guaranties related to the Notes executed by or on behalf of the OCP Debtors or their respective owners shall continue to secure the Restated Loan and shall remain in full force and effect, and any guarantees by the respective owners of the Debtors, other than as provided for in Section 5.3(15) below, in connection with the acquisition of the FJRB Loan Documents and shall attach to the same extent to the respective guarantor's interest in the Reorganized

Debtor as a result of the substantive consolidation of the Debtors in the Reorganized Debtor.

(8) The form and substance of the Plan are subject to approval as satisfactory by the Debtors and BMO. The Confirmation Order shall be subject to approval as satisfactory in form and substance by the Debtors and BMO. The Confirmation Order shall contain a provision providing specific relief to BMO in the event of an uncured monetary default by the Reorganized Debtor as set forth in the Term Sheet.

(9) The OCP Debtors shall be substantively consolidated into a single entity, the Reorganized Debtor, and its assets and liabilities shall be transferred to OCP Holding Co., LLC, which shall become the Reorganized Debtor.

(10) **Excess Cash Flow.** As a part of the Restated Loan, the Reorganized Debtor shall pay to BMO 50% of Excess Cash Flow. Each such payment shall be credited to the principal balance of the Restated Loan as of the date of such payment. Such payments shall be made annually under terms to be negotiated prior to entry of the Confirmation Order by Reorganized Debtor and BMO. Upon payment to BMO of such Excess Cash Flow, as long as there is no default under the Restated Loan, the Reorganized Debtor shall be permitted to use the remaining Excess Cash Flow for any purpose, including but not limited to: (a) use to make payments to insiders, which shall not be subject to the requirement that amounts paid to insiders or guarantors be held for or paid to BMO under existing guaranty agreements; and (b) use to pursue mining initiatives; and such payment from Excess Cash Flow shall not be prohibited under the Restated Loan or existing guaranties.

(11) **Cash Out Option.** The Reorganized Debtor may, at its option (a) satisfy the Class 2 Claim in full by the payment of $45,000,000 (the "Discounted Payoff"), provided such payment is made to the Class 2 creditor on or before the earlier of 180 days from confirmation and July 31, 2012 (the "Discounted Payoff Deadline") or (b) at the option of the Reorganized Debtor, BMO will assign the Notes and related Loan Documents to the Reorganized Debtor one or more members of the Reorganized Debtor or their designee in exchange for the Discounted Payoff amount paid to BMO by the Discounted Payoff Deadline. If the Discounted Payoff is not made by the Discounted Payoff Deadline, the option to satisfy the Class 2 Claim for the Discounted Payoff amount shall expire and be of no further force and effect. Notwithstanding the foregoing, at any time the Reorganized Debtor may prepay any part of the Restated Loan to BMO without penalty and may prepay all of the Restated Loan without penalty upon payment of the principal balance and all accrued interest thereon, without the discount provided in this paragraph.

(12) Upon timely payment of the Discounted Payoff, the Reorganized Debtor shall be deemed to have satisfied all indebtedness it and/or the OCP Debtors owe to BMO

and in such an event, the individual guarantors (Franz Rosinus and Scott Westlake) shall be deemed released from their liabilities under their guaranties of the Restated Loan.

(13) BMO has brought the Guarantor Lawsuit. The BMO and the defendants in the Guarantor Lawsuit have agreed to stay the proceedings in the Guarantor Lawsuit pending entry of the Confirmation Order. At such time as the Confirmation Order is entered, and documents necessary and appropriate to evidence the Restated Loan are executed, BMO shall dismiss the Guarantor Lawsuit without prejudice.

(14) **Mutual Releases**. In conjunction with the execution of the documents evidencing the Restated Loan, the Reorganized Debtor, OCP Debtors, Franz Rosinus, Scott Westlake and BMO shall exchange mutual releases in form and substance mutually satisfactory to the parties which shall (a) release BMO of any claims, regardless of the legal theory upon which they are based, that the Reorganized Debtor or OCP Debtors may have against BMO (including avoidance actions under §§ 542-553 of the Bankruptcy Code); and (b) release BMO of any claims by Franz Rosinus and Scott Westlake, regardless of the legal theory upon which they are based, related in any way to BMO's loans to the OCP Debtors and guaranties thereof.

(15) **Sale of FJRB Notes, Loan Agreement, Mortgage and Guaranty Agreement**.[2] In conjunction with confirmation of the Plan, one or more of the members of the Reorganized Debtor (or their designee) (the "FJRB Buyer") shall pay BMO the cash sum of $1.25 million in exchange for which BMO shall transfer to the FJRB Buyer, without recourse all of BMO's rights under the following loan documents:

> Term Note in the amount of $6,712,000 executed February 7, 2007, by FJRB, LLC ("FJRB") (as modified); Revolving Note in the amount of $550,000 executed February 7, 2007 by FJRB (as modified); Loan Agreement dated February 7, 2007, executed by FJRB and BMO; Real Estate Mortgage, Assignment and Security Interest dated February 7, 2007, executed by FJRB in favor of BMO (as amended); Guaranty Agreement dated February 7, 2007, executed by Rosinus and Robert Brown in favor of BMO; and Assignment of Rents and Leases dated February 7, 2007 (collectively the "FJRB Loan Documents"). In addition, the FJRB Buyer may purchase that certain Promissory Note in the original principal amount of $600,000 executed on December 30, 2009 by Franz J. Rosinus (the "$600,000 Note") at the time the FJRB Loan Documents are purchased for the sum of $85,714.29.

[2] In order to entice potential lenders to take out BMO and allow the Debtors to avail themselves to the Cash Out option discussed above, the Debtors, in the exercise of their business judgment, determined it would be in their best interest if one or more of the members of the Debtors controlled the collateral held by BMO on account of a series of loans (directly or indirectly) to one of the members, Franz Rosinus. BMO had previously declined Mr. Rosinus request to sell the FJRB notes to him. Mr. Rosinus and his entities will not be permitted to participate in the acquisition.

The sale of the FJRB Loan Documents and the $600,000 Note is to be made "as is, where is" without any representations or warranties as to the validity or enforceability of the FJRB Loan Documents and the $600,000 Note or as to the nature, quality or extent of the collateral which purports to secure the FJRB Loan Documents and the $600,000 Note. Sale of the FJRB Loan Documents and the $600,000 Note shall be conditioned upon entry of the Confirmation Order which shall include a provision obligating the FJRB Buyer to purchase the FJRB Loan Documents and permitting the FJRB Buyer to Purchase the $600,000 Note.

(16) **OCP Ownership Pledge Agreements.** In conjunction with the sale of the FJRB Loan Documents, BMO shall (a) transfer to the FJRB Buyer all of BMO's rights under that certain Pledge and Security Agreement executed December 30, 2009 (the "First Pledge Agreement") by Corkscrew Plantation II, Inc., Corkscrew Plantation III, Inc., Corkscrew Plantation IV, Inc., Corkscrew Plantation VI, Inc. and Corkscrew Plantation VII, Inc. (k/n/a Felda) (collectively, the "Pledgors") and all BMO's rights under a separate pledge agreement, also dated December 30, 2009, wherein Corkscrew Plantation V, Inc. pledged its ownership interest in Old Corkscrew Plantation V, LLC (the "OCP V Ownership Interest") (the "Second Pledge Agreement" and along with the First Pledge Agreement, collectively the "Pledge Agreements"), pursuant to which the Pledgors pledged their ownership interests in Old Corkscrew Plantation II, LLC, Old Corkscrew Plantation III, LLC, Old Corkscrew Plantation IV, LLC, Old Corkscrew Plantation V, LLC, Old Corkscrew Plantation VI, LLC and Old Corkscrew Plantation VII, LLC (as more fully described in Schedule I to the Pledge Agreement, hereinafter collectively referred to as the "OCP Ownership Interests") to secure multiple loan obligations including the FJRB Loan Documents and personal loans made by BMO to Franz Rosinus and (b) shall release any lien on the OCP Ownership Interests that may secure other obligations owed by the Pledgors to BMO.

(17) Bank Accounts are to be moved back to BMO on Effective Date of Plan.

Class 2 is impaired by the Plan and the holder of the Class 2 Claim is entitled to vote to accept or reject the Plan.

(d) Class 3: Secured Claim of Everglades Farm Equipment Company, Inc.

Class 3 consists of the Secured Claim of Everglades Farm Equipment Company, Inc., in the total amount of approximately $5,078.47, secured by a lien on a John Deere 6430 Standard Cab Tractor, #L06430H584362. The Allowed Class 3 Claim shall be satisfied by its holder retaining the Lien securing its Claim, and receiving payment in full of the Allowed Class 3 Claim with interest at the rate of 4.25% per annum within 30 days after the Effective Date. After receipt of payment in full of its Allowed Class 3 Claim, the lien securing the Claim shall be released.

(e) Class 4: Unsecured Claims (Non-insiders)

(i) Class 4 consists of Unsecured Claims excluding claims of critical vendors expected to be satisfied prior to confirmation of holders who are neither insiders nor affiliates of Debtors and are estimated to be in the total aggregate amount of approximately $1,218,805.74.

(ii) Each Holder of an Allowed Unsecured Claim in Class 4 shall receive Cash from the Reorganized Debtor in an amount equal to 100% of such Allowed Unsecured Claim, plus Postpetition Interest, paid as follows:

(a) Allowed Class 4 Claims held by persons who are neither insiders nor affiliates of Debtors will be paid in full with interest at 4.25% per annum within twelve months from the Effective Date. Payments will be made from Available Net Cash Flow on a pro rata basis until the full amount of the Allowed Class 4 Claim, plus interest is paid.

Class 4 is Impaired by the Plan and each Holder of an Allowed Unsecured Claim in Class 4 is entitled to vote to accept or reject the Plan.

(f) Class 5: Unsecured Claims (Insiders and affiliates other than Felda)

(i) Class 5 consists of Unsecured Claims excluding claims of critical vendors, non-insider claims and Felda's claim which are expected to be satisfied prior to confirmation and constitutes unsecured claims of insiders and are in the total amount of approximately $5,199,485.30.

(ii) Each Holder of an Allowed Unsecured Claim in Class 5 shall receive Cash from the Reorganized Debtor in an amount equal to 100% of such Allowed Unsecured Claim, plus Postpetition Interest, paid as follows:

(a) After payment in full of all Allowed Class 4 Claims, Allowed Class 5 Claims held by persons who are insiders or affiliates of Debtors will be paid in full with interest at the rate of 4.25% per annum payable from the Debtors' 50% share of Excess Cash Flow.

Class 5 is Impaired by the Plan and each Holder of an Allowed Unsecured Claim in Class 5 is entitled to vote to accept or reject the Plan.

(g) Class 6: Unsecured Claim (Felda)

Class 6 consists of the intercompany, unsecured claim of Felda in the amount of $1,557,020.60. Pursuant to the agreement reached between the Debtors and Felda, Felda will not receive any distribution from the Debtors or the Reorganized Debtor. Attached hereto as Exhibit 3 is a copy of the executed settlement agreement with Felda.

Class 6 is deemed to have rejected the Plan.

(h) Class 7: Equity Interests

Class 7 consists of all Equity Interests. On the Effective Date, the holders of equity interests in the Debtors shall retain their equity interests in the Reorganized Debtor, subject to any preexisting liens in favor of BMO with respect to the equity holder's prior interests in the Debtors, in proportion to their respective equity interests in OCP Debtors prepetition, as follows:

Name	Percentage Interests
Corkscrew Plantation, Inc.	0.00211343%
Corkscrew Plantation II, Inc.	3.53889737%
Corkscrew Plantation III, Inc.	1.71165954%
Corkscrew Plantation IV, Inc.	3.74253532%
Corkscrew Plantation V, Inc.	15.4953367%
Corkscrew Plantation VI, Inc.	1.28126797%
OCP Opportunity I, LLC	32.81446927%
Four West, LLC	17.31913257%
Four West V, LLC	15.4953367%
Scott Westlake	2.76729579%
Larry C. Maddox & Ellaouise L. Maddox Revocable Trust	1.50813781%
Bowen Investments, LLC	1.38361267%
The Hoen Family Investments LLC	1.38361267%
BB Citrus Holdings, L.L.C.	1.55659218%

Class 7 is Impaired by the Plan and each Holder of an Equity Interest in Class 7 is entitled to vote to accept or reject the Plan.

VII. IMPLEMENTATION OF THE PLAN OF REORGANIZATION

A. General Overview of the Plan

The Plan provides for the continued ownership and operation of the Property of the Debtors' Estates, by and through the Reorganized Debtor in accordance with the Plan. If the Debtors' request to be substantively consolidated is granted and the Plan is confirmed by the Bankruptcy Court, then, on the Effective Date of the Plan and, except as expressly provided in the Plan, the Property of each of the Debtors' Estates will be consolidated and will vest in the Reorganized Debtor, and the Reorganized Debtor will thereafter own and manage such Property and implement the terms of the Plan, including making Distributions of Cash and Property to Holders of Allowed Claims, as applicable, all as set forth in the Plan. Further, the Plan provides for Cash payments to Holders of Allowed Claims in certain instances, all as more particularly described in Articles 3 and 5 of the Plan.

The Plan shall be implemented on the Effective Date, and the primary source of the funds necessary to implement the Plan initially will be the funding under the DIP Loan and the Debtors' cash from operations. At the present time, the Debtors believe that the Reorganized Debtor will have sufficient funds as of the Effective Date through funding of the DIP Loan and

the Debtors' cash from operations to pay in full the expected payments required under the Plan, including to the Holders of Allowed Administrative Claims (including Allowed Administrative Claims of Professionals), Allowed Priority Claims, and DIP Lender Allowed Claims. Cash payments to be made under the Plan after the Effective Date to the Holders of Allowed Unsecured Claims will be derived from the operations of Reorganized Debtor, including as shown in the Projections.

B. Vesting of Property of the Debtors' Estates in the Reorganized Debtor

On the Effective Date, after giving effect to substantive consolidation as provided in Article 10 of the Plan, and except as otherwise expressly provided in the Plan, all Property of the Debtors' Estates (including the Litigation Claims) shall vest in the Reorganized Debtor free and clear of any and all Liens, Debts, obligations, Claims, Cure Claims, Liabilities, Equity Interests, and all other interests of every kind and nature except the Permitted Liens, and the Confirmation Order shall so provide. As of the Effective Date, the Reorganized Debtor may operate its businesses and use, acquire, and dispose of its Property, free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. All privileges with respect to the Property of the Debtors' Estates, including the attorney/client privilege, to which the Debtors are entitled shall automatically vest in, and may be asserted by or waived on behalf of, the Reorganized Debtor.

C. No Corporate Action Required

As of the Effective Date: (a) the adoption, execution, delivery, and implementation of all contracts, leases, instruments, releases, and other agreements related to or contemplated by the Plan; and (b) the other matters provided for under, or in furtherance of, the Plan involving corporate action required of the Debtors, will be deemed to have occurred and become effective as provided in the Plan, and will be deemed authorized and approved in all respects without further order of the Bankruptcy Court or any further action by the partners, members or managers of the Debtors or the Reorganized Debtor.

D. Managers and Members of the Reorganized Debtor

Subject to any requirement of Bankruptcy Court approval pursuant to Section 1129(a)(5) of the Bankruptcy Code, as of the Effective Date, the managers, members, officers and directors of each Debtor immediately prior to the Effective Date shall be deemed to be the officers and directors of the Reorganized Debtor without any further action by any party. Pursuant to Section 1129(a)(5) of the Bankruptcy Code, the Debtors have disclosed hereinabove the identity and affiliation of any individuals proposed to serve as the initial managers, members, officers and directors of the Reorganized Debtor. As of the Effective Date, Four West, LLC shall be the managing member of the Reorganized Debtor, and the holders of equity interests in the Debtors shall be deemed to hold equity interests in the Reorganized Debtor in the proportionate interests as set forth in Section VI.F hereof and Article 5 of the Plan. Scott Westlake will serve after confirmation of the Plan as the managing member of the managing member of the Reorganized Debtor. No insiders will be employed or retained by the Reorganized Debtor.

On and after the Effective Date, the operations of the Reorganized Debtor shall continue to be the responsibility of its managers, members, officers and directors. Each manager, member, officer and director of the Reorganized Debtor shall serve from and after the Effective Date until his or her successor is duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with the applicable articles, operating agreement or other organizational documents of the Reorganized Debtor.

From and after the Confirmation Date, the managers, members, officers and directors, as applicable, of the Debtors and the Reorganized Debtor, as the case may be, shall have all powers accorded by law to put into effect and carry out the Plan and the Confirmation Order. To the extent that, as of the Effective Date, the Debtors have in place employment, indemnification and other agreements with its directors, officers, managers, members and employees who will continue in such capacities after the Effective Date, such agreements shall remain in place after the Effective Date, and the Reorganized Debtor will continue to honor such agreements.

E. Operation Pending Effective Date

Until the Effective Date, the Debtors will continue to operate their business, subject to all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules.

F. Exemption From Transfer Taxes

Pursuant to Section 1146(a) of the Bankruptcy Code, the issuance, distribution, transfer or exchange of any security, or the making, delivery or recording of any instrument of transfer, pursuant to, in implementation of or as contemplated by the Plan or any Plan Document, or the vesting, re-vesting, transfer or sale of any Property of, by or in the Debtors or their Estates or Reorganized Debtor pursuant to, in implementation of or as contemplated by the Plan or any Plan Document, or any transaction arising out of, contemplated by or in any way related to the foregoing, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangible or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall be, by the Confirmation Order, directed to forego the collection of any such tax or governmental assessment and to accept for filing and recording any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption or Rejection of Executory Contracts and Unexpired Leases

The executory contracts and unexpired leases between a Debtor and any Person are dealt with as follows:

Pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that currently exist between any of the Debtors and another Person or Entity listed on Exhibit B to the Plan shall be assumed by the applicable Debtor as of the Effective Date (collectively, the "Assumed Contracts"); provided, however, that the Debtors reserve the right, on or prior to the Confirmation Date, to amend Exhibit B to the Plan to add any

executory contract or unexpired lease thereto or to delete any executory contract or unexpired lease therefrom, in which event such executory contract(s) or unexpired lease(s) shall be deemed to be assumed (if added) or rejected (if deleted). The Debtors shall provide notice of any amendments to Exhibit B to the Plan to the parties to the executory contracts and unexpired leases affected thereby. The listing of a document on Exhibit B shall not constitute an admission by the Debtors that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder. Any executory contract or unexpired lease that exists between any of the Debtors and another Person or Entity and that is not listed on Exhibit B shall be deemed rejected by the applicable Debtor as of the Confirmation Date (collectively, the "Rejected Contracts"), except for any executory contract or unexpired lease that has been assumed or rejected in accordance with a Final Order entered on or before the Confirmation Date. For purposes of the Plan, (i) all non-compete agreements, confidentiality or non-disclosure agreements and indemnification agreements executed for the benefit of any of the Debtors shall be deemed to be executory contracts and Assumed Contracts (even if not listed on Exhibit B), and (ii) except as provided in Article 7 of the Plan, all non-compete agreements, confidentiality or non-disclosure agreements and indemnification agreements executed by any of the Debtors for the benefit of a third party shall be deemed to be executory contracts and Rejected Contracts.

B. Approval of Assumption or Rejection

Entry of the Confirmation Order constitutes: (a) the approval under Bankruptcy Code § 365 of the assumption or assumption and assignment of the executory contracts and unexpired leases assumed or assumed and assigned under the Plan or otherwise during the Chapter 11 Cases; and (b) the approval under Bankruptcy Code § 365 of the rejection of the executory contracts and unexpired leases rejected under the Plan or otherwise during the Chapter 11 Cases. Notwithstanding anything contained in this Section or Section 7.2 of the Plan to the contrary, the Debtors retain the right to add or change the treatment (assumed or rejected) of any executory contract or unexpired lease in the schedules filed with the Bankruptcy Court as part of the Plan Supplement, thus changing the treatment of the contract or lease under the Plan, at any time within 30 days after the Effective Date.

C. Inclusiveness

Unless otherwise specified on Exhibit B to the Plan, each executory contract and unexpired lease listed or to be listed on Exhibit B shall include all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affect such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed on such Exhibit B to the Plan.

D. Cure of Defaults

Any lessor or other party to an Assumed Contract (except those lessors or other parties whose unexpired leases or executory contracts have been previously assumed by a Final Order of the Bankruptcy Court) asserting a Cure Claim in connection with the assumption of any unexpired lease or executory contract as contemplated by Section 365(b) of the Bankruptcy Code, must file such Cure Claim with the Bankruptcy Court on or before the Cure Claim

Submission Deadline asserting all alleged amounts accrued or alleged defaults through the Effective Date. The Reorganized Debtor shall not, and need not as a condition to assuming or assuming and assigning any executory contract or unexpired lease under the Plan, Cure any default relating to a Debtor's failure to perform a nonmonetary obligation under any executory contract or unexpired lease.

Any lessor or other party to an Assumed Contract failing to file a Cure Claim by the Cure Claim Submission Deadline shall be forever barred from asserting, collecting or seeking to collect any amounts or defaults relating thereto against the Debtors or Reorganized Debtor or any Property of any of them. The Reorganized Debtor shall have ninety (90) days from the Effective Date to file an objection to any Cure Claim. Any disputed Cure Claims shall be resolved either consensually or by the Bankruptcy Court. Except as may otherwise be agreed to by the parties, by no later than the date which is six (6) months after the Effective Date, the Reorganized Debtor shall cure any and all undisputed Cure Claims. All disputed Cure Claims shall be cured either within one hundred twenty (120) days after the entry of a Final Order determining the amount, if any, of the Debtors' liability with respect thereto or as may otherwise be agreed to by the parties.

E. Rejection Claims Bar Date

Unless otherwise ordered by the Bankruptcy Court, any Claim for damages arising by reason of the rejection of any executory contract or unexpired lease must be filed with the Bankruptcy Court on or before the Bar Date for rejection damage Claims in respect of such rejected executory contract or unexpired lease or such Claim shall be forever barred and unenforceable against the Debtors or Reorganized Debtor or the Property of any of them. With respect to the Rejected Contracts or unexpired leases, the Bar Date for filing rejection damage and other Claims with the Bankruptcy Court shall be thirty (30) days after the Confirmation Date (the "Rejection Bar Date"). The Plan and any other order of the Bankruptcy Court providing for the rejection of an executory contract or unexpired lease shall constitute adequate and sufficient notice to Persons or Entities which may assert a Claim for damages from the rejection of an executory contract or unexpired lease of the Bar Date for filing a Claim in connection therewith. All Claims for damages from the rejection of an executory contract or unexpired lease, once fixed and liquidated by the Bankruptcy Court and determined to be Allowed Claims, shall be Allowed Unsecured Claims. Any such Claims that become Disputed Claims shall be Disputed Claims in the Unsecured Claims Class for purposes of administration of Distributions under the Plan to Holders of Allowed Unsecured Claims.

IX. DESCRIPTION OF OTHER PROVISIONS OF THE PLAN

A. Post-Effective Date Fees; Final Decree

The Debtors shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) within thirty (30) days following the Effective Date for preconfirmation periods and simultaneously provide to the United States Trustee an appropriate affidavit indicating the case disbursements for the relevant period. The Reorganized Debtor shall further pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) based upon all disbursements of the Reorganized Debtor for post-confirmation periods within the time period set forth in 28 U.S.C. § 1930(a)(6), until the earlier of the closing of these cases by

the issuance of a Final Decree by the Court, or upon the entry of an Order by this Court dismissing these cases or converting these cases to another Chapter under the United States Bankruptcy Code, and the parties responsible for paying the post-confirmation United States Trustee fees shall provide to the United States Trustee upon the payment of each postconfirmation payment an appropriate affidavit indicating all the cash disbursements for the relevant period, if requested by the United States Trustee. Notice of application for a Final Decree will only be provided to those holders of Claims and Equity Interests who specifically request such notice.

B. Discharge of Claims

Except as otherwise expressly provided in the Plan or in the Confirmation Order, the Confirmation Order shall operate as a discharge, pursuant to Section 1141(d) of the Bankruptcy Code, to the fullest extent permitted by applicable law, as of the Effective Date, of the OCP Debtors and the OCP Estate and the Reorganized Debtor from any and all Debts, Liabilities or Claims of any nature whatsoever against the OCP Debtors that arose at any time prior to the Effective Date, including any and all Claims for principal and interest, whether accrued before, on or after the Petition Date. Except as otherwise expressly provided in the Plan or in the Confirmation Order, but without limiting the generality of the foregoing, on the Effective Date, the OCP Debtors and their Estates and the Reorganized Debtor, and their respective successors or assigns, shall be discharged, to the fullest extent permitted by applicable law, from any Claim or Debt that arose prior to the Effective Date and from any and all Debts of the kind specified in Section 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a Proof of Claim based on such Debt was filed pursuant to Section 501 of the Bankruptcy Code, (b) a Claim based on such Debt is an Allowed Claim pursuant to Section 502 of the Bankruptcy Code, or (c) the Holder of a Claim based on such Debt has voted to accept the Plan. As of the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, all Persons and Entities, including all Holders of Claims or Equity Interests, shall be forever precluded and permanently enjoined to the fullest extent permitted by applicable law from asserting directly or indirectly against the OCP Debtors or the OCP Estate or the Reorganized Debtor, or any of their respective successors and assigns, or the assets or Property of any of them, any other or further Claims, Debts, rights, causes of action, remedies, Liabilities or Equity Interests based upon any act, omission, document, instrument, transaction, event, or other activity of any kind or nature that occurred prior to the Effective Date or that occurs in connection with implementation of the Plan, and the Confirmation Order shall contain appropriate injunctive language to that effect. In accordance with the foregoing, except as otherwise expressly provided in the Plan or in the Confirmation Order, the Confirmation Order shall be a judicial determination of the discharge or termination of all such Claims and other Debts and Liabilities against the OCP Debtors, pursuant to Sections 524 and 1141 of the Bankruptcy Code, to the fullest extent permitted by applicable law, and such discharge shall void any judgment obtained against the OCP Debtors, at any time, to the extent that such judgment relates to a discharged or terminated Claim, Liability, Debt or Equity Interest. Notwithstanding the foregoing, Reorganized Debtor shall remain obligated to make payments and Distributions to Holders of Allowed Claims as required pursuant to the Plan.

C. Exculpations and Related Matters

1. Exculpation from Liability

The OCP Debtors and their respective partners, members and managers, the Professionals for the OCP Debtors (acting in such capacity), the Committee and its members (but solely in their capacity as members of the Committee and not individually), the Professionals for the Committee (acting in such capacity), and the DIP Lender (collectively, the "Exculpated Parties") shall neither have nor incur any liability whatsoever to any Person or Entity for any act taken or omitted to be taken in good faith in connection with or related to the formulation, preparation, dissemination, implementation, confirmation, or consummation of the Plan, the Disclosure Statement, any Plan Document, or any contract, instrument, release, or other agreement or document created or entered into, or any other act taken or omitted to be taken, in connection with the Plan or the Bankruptcy Cases, in each case for the period on and after the Petition Date; provided, however, that this exculpation from liability provision shall not be applicable to any liability found by a court of competent jurisdiction to have resulted from fraud or the willful misconduct or gross negligence of any such party. The rights granted under Plan are cumulative with (and not restrictive of) any and all rights, remedies, and benefits that the Exculpated Parties have or obtain pursuant to any provision of the Bankruptcy Code or other applicable law. This exculpation from liability provision is an integral part of the Plan and is essential to its implementation because, *inter alia,* several of the members and their counsel have been instrumental and have actively participated in negotiations leading to the formulation and filing of this Disclosure Statement and accompanying Plan. Furthermore, the Plan provides for payment, in full, with interest, to all of the Debtors' creditors and certain of the members have agreed to subordinate payment on their claims, including re-payment of the DIP Loan, until the Class 4 Claims are paid in full. Notwithstanding anything to the contrary contained herein, the provisions of this Exculpation from Liability shall not release any of the Litigation Claims.

2. General Injunction

Pursuant to Sections 105, 1123, 1129 and 1141 of the Bankruptcy Code, in order to preserve and implement the various transactions contemplated by and provided for in the Plan, as of the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, all Persons or Entities that have held, currently hold or may hold a Claim, Debt, Liability or Equity Interest that is discharged or terminated pursuant to the terms of the Plan are and shall be permanently enjoined and forever barred to the fullest extent permitted by law from taking any of the following actions on account of any such discharged or terminated Claims, Debts, Liabilities, or Equity Interests, other than actions brought to enforce any rights or obligations under the Plan or the Plan Documents: (a) commencing or continuing in any manner any action or other proceeding against the OCP Debtors or the Reorganized Debtor or their respective Properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the OCP Debtors, or the Reorganized Debtor, or their respective Properties; (c) creating, perfecting or enforcing any Lien or encumbrance against the OCP Debtors, or the Reorganized Debtor, or their respective Property; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the OCP Debtors or the Reorganized Debtor; (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan or

the Confirmation Order; or (f) interfering with or in any manner whatsoever disturbing the rights and remedies of the OCP Debtors or the Reorganized Debtor under the Plan and the Plan Documents and the other documents executed in connection therewith. The OCP Debtors and the Reorganized Debtor shall have the right to independently seek enforcement of this general injunction provision. This general injunction provision is an integral part of the Plan and is essential to its implementation. Notwithstanding anything to the contrary contained herein, the provisions of the General Injunction Provisions shall not release any of the Litigation Claims.

3. Term of Certain Injunctions and Automatic Stay

With respect to all lawsuits pending in courts in any jurisdiction (other than the Bankruptcy Court) that seek to establish the OCP Debtors' liability on Prepetition Claims asserted therein and that are stayed pursuant to Section 362 of the Bankruptcy Code, such lawsuits shall be deemed dismissed as of the Effective Date, unless the OCP Debtors affirmatively elect to have the OCP Debtors' liability established by such other courts, and any pending motions seeking relief from the automatic stay for purposes of continuing any such lawsuits in such other courts shall be deemed denied as of the Effective Date, and the automatic stay shall continue in effect, unless the OCP Debtors affirmatively elect to have the automatic stay lifted and to have the OCP Debtors' liability established by such other courts; and the Prepetition Claims at issue in such lawsuits shall be determined and either Allowed or disallowed in whole or part by the Bankruptcy Court pursuant to the applicable provisions of the Plan, unless otherwise elected by the Debtors as provided herein.

Upon the execution of definitive documents evidencing the final agreements between the parties and entry of the Confirmation Order, the Guarantor Lawsuit shall be dismissed with prejudice.

D. Preserved Litigation Claims and Disputed Claims Resolution

1. Preserved Litigation Claims

In accordance with Bankruptcy Code § 1123(b)(3), all Litigation Claims are retained and reserved for the Reorganized Debtor, which is designated as the Estate's representative under Bankruptcy Code § 1123(b)(3)(B) for purposes of prosecuting all such preserved Litigation Claims. In accordance with Bankruptcy Code § 1123(b)(3), all Litigation Claims are retained and reserved for the benefit of the Reorganized Debtor. The Reorganized Debtor shall have the authority to prosecute, defend, compromise, settle, and otherwise deal with any Litigation Claims, and the Reorganized Debtor shall do so in its capacity as a representative of the Estate in accordance with Bankruptcy Code § 1123(b)(3)(B).

The Reorganized Debtor shall have sole discretion to determine in its business judgment which Litigation Claims to pursue, which to settle, and the terms and conditions of those settlements. The Debtors do not believe that any Litigation Claims will be lost or eliminated through the substantive consolidation set forth in the Plan.

2. Pursuit of Litigation Claims.

On the Effective Date, the Litigation Claims shall be vested in the Reorganized Debtor. The Reorganized Debtor will have the right, in its sole and absolute discretion, to pursue, not pursue, settle, release or enforce any Litigation Claims without seeking any approval from the Bankruptcy Court. The Debtors are currently not in a position to express an opinion on the merits of any of the Litigation Claims or on the recoverability of any amounts as a result of any such Litigation Claims. For purposes of providing notice, the Debtors state that any party in interest that engaged in business or other transactions with any of the Debtors Prepetition or that received payments from any of the Debtors Prepetition may be subject to litigation to the extent that applicable bankruptcy or non-bankruptcy law supports such litigation. The Reorganized Debtor will fund the costs and expenses (including legal fees) to pursue the Litigation Claims.

No Creditor or other party should vote for the Plan or otherwise rely on the Confirmation of the Plan or the entry of the Confirmation Order in order to obtain, or on the belief that it will obtain, any defense to any Litigation Claim. No Creditor or other party should act or refrain from acting on the belief that it will obtain any defense to any Litigation Claim. ADDITIONALLY, THE PLAN DOES NOT, AND IS NOT INTENDED TO, RELEASE ANY LITIGATION CLAIM OR OBJECTIONS TO CLAIMS, AND ALL SUCH RIGHTS ARE SPECIFICALLY RESERVED IN FAVOR OF REORGANIZED DEBTOR. Creditors are advised that legal rights, claims and rights of action the Debtors may have against them, if they exist, are retained under the Plans for prosecution unless a specific order of the Bankruptcy Court authorizes the Debtors to release such claims. As such, Creditors are cautioned not to rely on (i) the absence of the listing of any legal right, claim or right of action against a particular Creditor in the Disclosure Statement, the Plan, or the Schedules, or (ii) the absence of litigation or demand prior to the Effective Date of the Plan as any indication that the Debtors or Reorganized Debtor do not possess or do not intend to prosecute a particular claim or Litigation Claim if a particular creditor votes to accept the Plan. It is the expressed intention under the Plan to preserve rights, objections to Claims, and rights of action of the Debtors, whether now known or unknown, for the benefit of Reorganized Debtor. A Litigation Claim shall not, under any circumstances, be waived as a result of the failure of the Debtors to describe such Litigation Claim with specificity in the Plan or in this Disclosure Statement; nor shall the Reorganized Debtor, as a result of such failure, be estopped or precluded under any theory from pursuing any such Litigation Claim. Nothing in the Plan operates as a release of any Litigation Claim.

3. Summary of Litigation Claims

The Debtors do not presently know the full extent of the Litigation Claims and, for purposes of voting on the Plan, all Creditors are advised that Reorganized Debtor will have substantially the same rights that a Chapter 7 trustee would have with respect to the Litigation Claims. Accordingly, neither a vote to accept a Plan by any Creditor nor the entry of the Confirmation Order will act as a release, waiver, bar or estoppel of any Litigation Claim against such Creditor or any other Person or Entity, unless such Creditor, Person or Entity is specifically identified by name as a released party under that particular Plan, in the Confirmation Order, or in any other Final Order of the Bankruptcy Court. Confirmation of the Plan and entry of the Confirmation Order is not intended to and shall not be deemed to have any *res judicata* or

collateral estoppel or other preclusive effect that would precede, preclude, or inhibit prosecution of such Litigation Claim following Confirmation of the Plan.

At this time, the Debtors believe the Litigation Claims consist primarily of avoidance actions under various provisions of the Bankruptcy Code and other claims against insiders. The Debtors are not aware of any Litigation Claims against any of the current management of the Debtors.

The Debtors' Estates shall remain open, even if the Bankruptcy Cases shall have been closed, as to any and all Litigation Claims until such time as the Litigation Claims have been fully administered and the recoveries therefrom have been received by the Reorganized Debtor.

4. Prosecution and Settlement of Litigation Claims.

The Reorganized Debtor (a) may commence or continue in any appropriate court or tribunal any suit or other proceeding for the enforcement of any Litigation Claim which the Debtors had or had power to assert immediately prior to the Effective Date, and (b) may settle or adjust such Litigation Claim. From and after the Effective Date, Reorganized Debtor shall be authorized, pursuant to Bankruptcy Rule 9019 and Section 105(a) of the Bankruptcy Code, to compromise and settle any Litigation Claim or objection to a Claim in accordance with the following procedures, which shall constitute sufficient notice in accordance with the Bankruptcy Code and the Bankruptcy Rules for compromises and settlements: (i) if the resulting settlement provides for settlement of a Litigation Claim or objection to a Claim originally asserted in a face amount equal to or less than $100,000.00, then Reorganized Debtor may settle the Litigation Claim or objection to Claim and execute necessary documents, including a stipulation of settlement or release; and (ii) if the resulting settlement involves a Litigation Claim or objection to a Claim originally asserted in a face amount exceeding $100,000.00, then the Reorganized Debtor shall be authorized and empowered to settle such Litigation Claim or objection to Claim only upon Bankruptcy Court approval in accordance with Bankruptcy Rule 9019.

X. PROVISIONS GOVERNING DISTRIBUTIONS

A. Initial Distribution

As soon as reasonably practicable (as determined by the Reorganized Debtor) after the Effective Date, the Reorganized Debtor shall make the Distributions required under the Plan to Holders of Allowed Administrative Claims (including Allowed Administrative Claims of Professionals), Allowed Priority Claims and the DIP Lender Allowed Claim in accordance with the Plan (collectively, the "Initial Distribution"). Thereafter, the Reorganized Debtor shall make additional Distributions to Holders of Allowed Claims as and when required by the terms of the Plan.

B. Determination of Claims

From and after the Effective Date, the Reorganized Debtor shall have the exclusive authority to, and shall, file, settle, compromise, withdraw, or litigate to judgment all objections to Claims. Except as to any late filed Claims and Claims resulting from the rejection of executory contracts or unexpired leases, if any, all objections to Claims shall be filed with the Bankruptcy

Court by no later than ninety (90) days following the Effective Date (unless such period is extended by the Bankruptcy Court upon motion of the OCP Debtors or the Reorganized Debtor), and the Confirmation Order shall contain appropriate language to that effect. Objections to Claims resulting from the rejection of executory contracts or unexpired leases shall be filed on the later of (a) ninety (90) days following the Effective Date or (b) the date sixty (60) days after the Reorganized Debtor receives actual notice of the filing of such Claim.

1. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the Holder of the Claim if the OCP Debtors or the Reorganized Debtor, as the case may be, effect service in any of the following manners: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004, (b) to the extent counsel for the Holder of a Claim is unknown, by first class mail, postage prepaid, on the signatory on the Proof of Claim or other representative identified on the Proof of Claim or any attachment thereto, or (c) by first class mail, postage prepaid, on any counsel that has filed a notice of appearance in the Bankruptcy Cases on behalf of the Holder of a Claim.

2. Disputed Claims shall be fixed or liquidated in the Bankruptcy Court as core proceedings within the meaning of 28 U.S.C. § 157(b)(2)(B) unless the Bankruptcy Court orders otherwise. If the fixing or liquidation of a contingent or unliquidated Claim would cause undue delay in the administration of the Bankruptcy Cases, such Claim shall be estimated by the Bankruptcy Court for purposes of allowance and Distribution. The OCP Debtors or the Reorganized Debtor may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Section 502(c) of the Bankruptcy Code regardless of whether the OCP Debtors or the Reorganized Debtor previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, such estimated amount will constitute either the Allowed Amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the OCP Debtors or the Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate allowance of such Claim. The determination of Claims in Estimation Hearings shall be binding for purposes of establishing the maximum amount of the Claim for purposes of allowance and Distribution. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Procedures for specific Estimation Hearings, including provisions for discovery, shall be set by the Bankruptcy Court giving due consideration to applicable Bankruptcy Rules and the need for prompt determination of the Disputed Claim.

C. Distributions.

Notwithstanding any provision herein to the contrary, no Distribution shall be made to the Holder of a Disputed Claim unless and until such Disputed Claim becomes an Allowed Claim. At such time that such Disputed Claim becomes an Allowed Claim, the Holder of such Allowed Claim shall receive the Distribution to which such Holder is then entitled under the Plan.

Notwithstanding any provision herein to the contrary, if, on any applicable Distribution Date, the Holder of a Claim is subject to a proceeding against it by the Reorganized Debtor under Section 502(d) of the Bankruptcy Code, then the Reorganized Debtor (in its sole discretion) may withhold a Distribution to such Holder until the final resolution of such proceeding.

As to any Disputed Claims, if, on the applicable distribution date, any Disputed Claims remain, then the Reorganized Debtor shall withhold from any such distribution the amount of funds that would be necessary to make the same proportionate distribution to the Holders of Claims which are Disputed Claims as if each such Disputed Claim were an Allowed Claim. At such time that the Disputed Claim becomes an Allowed Claim, the Holder of such Allowed Claim shall receive the distribution to which such Holder is then entitled under the Plan, including any accrued interest.

Distributions to a Holder of an Allowed Claim shall be made at the address of such Holder set forth in the Schedules or on the books and records of the OCP Debtors or the Reorganized Debtor at the time of the Distribution, unless the Reorganized Debtor has been notified in writing of a change of address, including by the filing of a Proof of Claim or statement pursuant to Bankruptcy Rule 3003 by such Holder that contains an address for such Holder different than the address for such Holder as set forth in the Schedules. The Reorganized Debtor shall not be liable for any Distribution sent to the address of record of a Holder in the absence of the written change thereof as provided herein.

D. Unclaimed Distributions.

If the Holder of an Allowed Claim fails to negotiate a check for a Distribution issued to such Holder within sixty (60) days of the date such check was issued, then the Reorganized Debtor shall provide written notice to such Holder stating that, unless such Holder negotiates such check within thirty (30) days of the date of such notice, the amount of Cash attributable to such check shall be deemed to be unclaimed, such Holder shall be deemed to have no further Claim in respect of such check, such Holder's Allowed Claim shall no longer be deemed to be Allowed, and such Holder shall not be entitled to participate in any further Distributions under the Plan in respect of such Claim.

If a check for a Distribution made pursuant to the Plan to any Holder of an Allowed Claim is returned to the Reorganized Debtor due to an incorrect or incomplete address for the Holder of such Allowed Claim, and no claim is made in writing to the Reorganized Debtor as to such check within sixty (60) days of the date such Distribution was made, then the amount of Cash attributable to such check shall be deemed to be unclaimed, such Holder shall be deemed to have no further Claim in respect of such check, such Holder's Allowed Claim shall no longer be deemed to be Allowed, and such Holder shall not be entitled to participate in any further Distributions under the Plan in respect of such Claim.

Any unclaimed Distribution as described above sent by the Reorganized Debtor shall become the property of the Reorganized Debtor.

E. Transfer of Claim.

In the event that the Holder of any Claim shall transfer such Claim on and after the Effective Date, such Holder shall immediately advise the Reorganized Debtor in writing of such transfer and provide sufficient written evidence, in the Reorganized Debtor's reasonable discretion, of such transfer. The Reorganized Debtor shall be entitled to assume that no transfer of any Claim has been made by any Holder unless and until the Reorganized Debtor shall have received written notice to the contrary. Each transferee of any Claim shall take such Claim subject to the provisions of the Plan and to any request made, waiver or consent given or other action taken hereunder and, except as otherwise expressly provided in such notice, the Reorganized Debtor shall be entitled to assume conclusively that the transferee named in such notice shall thereafter be vested with all rights and powers of the transferor under the Plan, and be subject to any defenses or objections to such Claim.

F. One Distribution Per Holder.

If the Holder of a Claim holds more than one Claim in any one Class, all Claims of such Holder in such Class shall be aggregated and deemed to be one Claim for purposes of Distribution hereunder, and only one Distribution shall be made with respect to the single aggregated Claim.

G. Effect of Pre-Confirmation Distributions.

Nothing in the Plan shall be deemed to entitle the Holder of a Claim that received, prior to the Effective Date, full or partial payment of such Holder's Claim, by way of settlement or otherwise, pursuant to an order of the Bankruptcy Court, provision of the Bankruptcy Code, or other means, to receive a duplicate payment in full or in part pursuant to the Plan; and all such full or partial payments shall be deemed to be payments made under the Plan for purposes of satisfying the obligations of the OCP Debtors or the Reorganized Debtor to such Holder under the Plan.

H. No Interest on Claims.

Except as expressly stated in the Plan or otherwise Allowed by a Final Order of the Bankruptcy Court, no Holder of an Allowed Claim shall be entitled to the accrual of Postpetition interest or the payment of Postpetition interest, penalties, or late charges on account of such Allowed Claim for any purpose. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a Disputed Claim becomes an Allowed Claim.

I. Compliance with Tax Requirements.

In connection with the Plan, the Reorganized Debtor shall comply with all tax withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities, and all Distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding the above, each Holder of an Allowed Claim that is to receive a Distribution under the Plan shall have the 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.

J. Preservation of Insurance

The discharge and release from Claims as provided in the Plan, except as necessary to be consistent with the Plan, do not diminish or impair the enforceability of any insurance policy that may cover Claims against a Debtor or any other Person.

XI. RETENTION OF JURISDICTION AFTER THE EFFECTIVE DATE

A. Retention of Jurisdiction

1. General Retention.

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, and except as expressly provided in the Confirmation Order as it shall have become a Final Order, or the Plan Documents, until the Bankruptcy Cases are closed, the Bankruptcy Court shall retain the fullest and most extensive jurisdiction of and over the Bankruptcy Cases that is permitted by applicable law, including that necessary to ensure that the purposes and intent of the Plan are carried out.

2. Specific Purposes.

In addition to the general retention of jurisdiction set forth in the Plan, after Confirmation of the Plan and until the Bankruptcy Cases are closed, and except as expressly provided in the Confirmation Order as it shall have become a Final Order, or the Plan Documents, the Bankruptcy Court shall retain jurisdiction of the Bankruptcy Cases for the following specific purposes.

i) to allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any application for an Administrative Claim, and to determine any and all objections to the allowance or priority of Claims or Equity Interests;

ii) to determine any and all cases, controversies, suits or disputes arising under or relating to the Bankruptcy Cases, the Plan or the Confirmation Order (including regarding the effect of any exculpation, discharge, limitation of liability, or injunction provisions provided for in or affected by the Plan and regarding whether the conditions precedent to the consummation and/or Effective Date of the Plan have been satisfied);

iii) to determine any and all applications for allowance of compensation of Professionals and reimbursement of expenses under Section 330, 331 or 503(b) of the Bankruptcy Code arising out of or relating to the Bankruptcy Cases; provided, however, that this retention of jurisdiction shall not require prior Bankruptcy Court approval of the payment of fees and reimbursement of expenses of Professionals incurred after the Effective Date unless an objection to such fees and expenses has been made by Reorganized Debtor;

iv) to determine any and all motions pending as of the date of the Confirmation Hearing (including pursuant to the Plan) for the rejection, assumption, or assignment of executory contracts or unexpired leases to which the OCP Debtors are a party or with respect to which the OCP Debtors may be liable, and to determine the allowance of any Claims resulting from the rejection thereof or any Cure Claims;

v) to determine any and all motions, applications, adversary proceedings, contested or litigated matters, Litigation Claims, and any other matters involving the OCP Debtors or Reorganized Debtor commenced in connection with, or arising during, the Bankruptcy Cases and pending on the Effective Date, including approval of proposed settlements thereof;

vi) to enforce, interpret and administer the terms and provisions of the Plan and the Plan Documents;

vii) to modify any provisions of the Plan to the fullest extent permitted by the Bankruptcy Code and the Bankruptcy Rules;

viii) to consider and act on the compromise and settlement of any Claim against or Equity Interest in the OCP Debtors or the OCP Estate;

ix) to assure the performance by Reorganized Debtor of its obligations under the Plan;

x) to correct any defect, cure any omission, reconcile any inconsistency or make any other necessary changes or modifications in or to the Disclosure Statement, the Plan, the Plan Documents, the Confirmation Order, or any exhibits or schedules to the foregoing, as may be necessary or appropriate to carry out the purposes and intent of the Plan, including the adjustment of the date(s) of performance under the Plan in the event the Effective Date does not occur as provided in the Plan so that the intended effect of the Plan may be substantially realized thereby;

xi) to resolve any disputes concerning any release or exculpation of, or limitation of liability as to, a non-debtor (including any Professional) hereunder or the injunction against acts, employment of process or actions against such non-debtor (including any Professional) arising hereunder;

xii) to enforce all orders, judgments, injunctions and rulings entered in connection with the Bankruptcy Cases;

xiii) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Confirmation Order, including the Plan Documents;

xiv) to review and approve any sale or transfer of assets or Property by the OCP Debtors or the Reorganized Debtor, including prior to or after the date of the Plan, and to determine all questions and disputes regarding such sales or transfers;

xv) to determine all questions and disputes regarding title to the assets or Property of the OCP Debtors, the OCP Estate or the Reorganized Debtor;

xvi) to determine any and all matters, disputes and proceedings relating to the Litigation Claims, whether arising before or after the Effective Date;

xvii) to determine any motions or contested matters involving taxes, tax refunds, tax attributes, tax benefits and similar or related matters with respect to the OCP Debtors arising on or prior to the Effective Date or arising on account of transactions contemplated by the Plan;

xviii) to resolve any determinations which may be requested by the OCP Debtors or Reorganized Debtor of any unpaid or potential tax liability or any matters relating thereto under Sections 505 and 1146 of the Bankruptcy Code, including tax liability or such related matters for any taxable year or portion thereof ending on or before the Effective Date;

xix) to issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with consummation, implementation or enforcement of the Plan or the Confirmation Order;

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

xxi) to determine any other matters that may arise in connection with or relating to the Plan, the Disclosure Statement, the Confirmation Order or the Plan Documents;

xxii) to enter such orders as are necessary to implement and enforce the injunctions described herein;

xxiii) to enforce the obligations of any purchaser of any Property of the OCP Debtors;

xxiv) to enter an order in connection with substantive consolidation;

xxv) to determine such other matters and for such other purposes as may be provided for in the Confirmation Order or as may from time to time be authorized under the provisions of the Bankruptcy Code or any other applicable law; and

xxvi) to enter an order concluding and terminating the Bankruptcy Cases.

xxvii) to enforce the terms and provisions of the Term Sheet.

B. Closing of the Bankruptcy Cases.

In addition to the retention of jurisdiction set forth in above, the Bankruptcy Court shall retain jurisdiction of the Bankruptcy Cases to enter an order reopening the Bankruptcy Cases after they have been closed.

C. Amendment and/or Modification of the Plan

The OCP Debtors, with the prior written consent of the Committee, which consent will not unreasonably be withheld, may modify the Plan with the prior written consent of the Committee relating to modifications impacting Class 4, which consent will not be unreasonably withheld, at any time prior to the entry of the Confirmation Order provided that the Plan, as modified, and the Disclosure Statement meet applicable Bankruptcy Code and Bankruptcy Rules requirements, provided, however, that such modification must not be inconsistent with the Term Sheet. After the entry of the Confirmation Order, the OCP Debtors (prior to the Effective Date) or Reorganized Debtor (on and after the Effective Date) may modify the Plan or the other Plan Documents to remedy any defect or omission herein, or to reconcile any inconsistencies between the Plan or such other Plan Documents and the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan, provided that (a) the OCP Debtors or Reorganized Debtor (as the case may be) obtain Bankruptcy Court approval for such modification, after notice and a hearing, (b) such modification does not materially adversely affect the interests, rights, or treatment of any Class of Claims or Equity Interests under the Plan, (c) such modification must not be inconsistent with the Term Sheet, and (d) the Committee consents in writing to the modification relating to modifications impacting Class 4, which consent will not unreasonably be withheld.

After the entry of the Confirmation Order and before the Effective Date of the Plan, the OCP Debtors (prior to the Effective Date) or Reorganized Debtor (on or after the Effective Date) may modify the Plan or the other Plan Documents in a way that materially adversely affects the interests, rights, or treatment of a Class of Claims or Equity Interests, provided that (a) the Plan and such other Plan Documents, as modified, meet applicable Bankruptcy Code requirements, (b) the OCP Debtors or Reorganized Debtor (as the case may be) obtain Bankruptcy Court approval for such modification, after notice, including to the Class of Claims or Equity Interests materially adversely affected and a hearing, (c) such modification is accepted by (i) at least two-thirds in dollar amount, and more than one-half in number, of the Allowed Claims actually voting in each Class of Claims adversely affected by such modification or (ii) at least two-thirds in amount of Allowed Equity Interests actually voting in each Class of Equity Interests adversely affected by such modification, (d) the OCP Debtors or Reorganized Debtor (as the case may be) comply with Section 1125 of the Bankruptcy Code with respect to the Plan or such other Plan Documents, as modified, and (e) the Committee consents in writing to the modification relating to modifications impacting Class 4, which consent will not unreasonably be withheld.

Notwithstanding anything to the contrary contained in the Plan, the Plan may not be altered, amended or modified without the written consent of the OCP Debtors (prior to the Effective Date) or Reorganized Debtor (on and after the Effective Date).

D. Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if Confirmation of the Plan does not occur, then the Plan shall be deemed null and void in all respects and nothing contained in the Plan shall be deemed to (a) constitute a waiver or release of any Claims against, or Equity Interests in, the

Debtors or any other Person, or (b) prejudice in any manner the rights of the Debtors or any other Person in any further proceedings involving the OCP Debtors.

XII. CONDITIONS PRECEDENT

A. Conditions to Confirmation and Effective Date of Plan.

The following are conditions precedent to confirmation of the Plan that may be satisfied or waived in accordance with the terms of each Plan:

(i) The Bankruptcy Court shall have entered the Disclosure Statement Approval Order.

(ii) The Bankruptcy Court shall have made such findings and determinations regarding the Plan as shall enable the entry of the Confirmation Order in a manner consistent with the provisions of the Plan.

(iii) The Bankruptcy Court shall have entered an order (which may be part of the Confirmation Order) granting the Substantive Consolidation Motion and providing for the substantive consolidation of the Debtors' Estates as of the Effective Date.

B. Conditions Precedent to the Effective Date.

The following are conditions precedent to the occurrence of the Effective Date, each of which may be satisfied or waived in accordance with the terms of each Plan:

The Plan filed shall not be consummated and the Effective Date shall not occur unless each of the following conditions has been satisfied following the Confirmation Date or waived by the Debtors:

i) The Confirmation Order shall be a Final Order.

ii) Each Plan Document shall be in form and substance acceptable to the Debtors.

XIII. ACCEPTANCE AND CONFIRMATION OF PLAN

A. Acceptance of the Plan.

As a condition to confirmation, the Bankruptcy Code requires that each Class of Impaired Claims and Equity Interests accept the Plan, except under certain circumstances. Bankruptcy Code § 1126(c) defines acceptance of a plan by a class of impaired Claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of Claims in that Class, but for that purpose counts only those who actually vote to accept or to reject the Plan. Under Bankruptcy Code § 1126(d), a Class of Equity Interests has accepted the Plan if holders of such Equity Interests holding at least two-thirds in amount actually voting have voted to accept the Plan. Bankruptcy Code § 1126(f) deems a Class of Claims or Equity Interests to have accepted the Plan without voting if that Class is unimpaired under the definition in Bankruptcy Code § 1124.

B. Feasibility of the Plan.

To confirm the Plan, the Bankruptcy Court must find that confirmation of the Plan is not likely to be followed by the need for further financial reorganization of the Debtors. This requirement is imposed by Bankruptcy Code §1129(a) and is referred to as the "feasibility" requirement. 'The feasibility test requires only a showing that the plan offers a reasonable assurance of success, not a guarantee of success.'" In re Bravo Enterprises USA, LLC, 331 B.R. 459, 474 (Bankr. M.D. Fla. 2005) (quoting In re Midland Plaza Assocs., 247 B.R. 877, 884 (Bankr. S.D. Fla. 2000)) The Debtors believe that they will be able to perform timely all obligations described in the Plan and, therefore, that the Plan is feasible. To demonstrate the feasibility of the Plan, the Debtors have prepared and attached hereto as Exhibit 4 detailed financial projections for Fiscal Years 2012 through 2018 (the "Financial Projections").

The Financial Projections demonstrate that the Reorganized Debtor will have sufficient Cash on hand as of the Effective Date to make, on the Effective Date, all payments to Creditors owing on the Effective Date, and sufficient Cash on hand to satisfy all remaining obligations under the Plan to all Creditors in all Classes. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of Bankruptcy Code § 1129(a). The Debtors caution that no representations can be made as to the accuracy of the Financial Projections. Certain of the assumptions on which the Financial Projections are based are subject to uncertainties outside the Debtors' control. Some assumptions inevitably will not materialize, and events and circumstances occurring after the date on which the Financial Projections were prepared may be different from those assumed or may be unanticipated, and may adversely affect the Debtors' financial results. Therefore, the actual results can be expected to vary from the Financial Projections and the variations may be material and adverse.

The Financial Projections were not prepared with a view toward compliance with the guidelines established by the American Institute of Certified Public Accountants, the practices recognized to be in accordance with generally accepted accounting principles, or the rules and regulations of the Securities and Exchange Commission regarding projections. Furthermore, the Financial Projections have not been audited by independent accountants. Although presented with numerical specificity, the Financial Projections are based on a variety of assumptions, some of which in the past have not been achieved and which may not be realized in the future, and are subject to significant business, economic and competitive uncertainties and contingencies, and many of which are beyond the Debtors' control. Consequently, the Financial Projections should not be regarded as a representation or warranty by the Debtors or any other Person, that projections will be realized. Actual results may vary materially from those presented.

C. Best Interests Test

Even if a plan is accepted by each class of holders of claims, the Bankruptcy Code requires a bankruptcy court to determine that the plan is in the "best interests" of all holders of claims and interests that are impaired by the plan and that have not accepted the plan. The "best interests" test, as set forth in Bankruptcy Code § 1129(a)(7), requires a bankruptcy court to find either that: (i) all members of an impaired class of claims or interests have accepted the plan; or (ii) the plan will provide a member who has not accepted the plan with a recovery of property of

a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor was liquidated under Chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to members of each impaired class of holders of claims and interests if the debtor were liquidated under Chapter 7, a bankruptcy court must first determine the aggregate dollar amount that would be generated from the debtor's assets if its Chapter 11 case were converted to a Chapter 7 case under the Bankruptcy Code. This "liquidation value" would consist primarily of the proceeds from a forced sale of the debtor's assets by a Chapter 7 trustee.

The amount of liquidation value available to unsecured creditors would be reduced by: (i) the claims of any secured creditors to the extent of the value of their collateral; and (ii) the costs and expenses of liquidation, as well as by other administrative expenses and costs of both the Chapter 7 case and the Chapter 11 case. Costs of liquidation under Chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as of counsel and other professionals retained by the trustee, asset disposition expenses, all unpaid expenses incurred by the debtor in its bankruptcy case (such as compensation of attorneys, financial advisors, and restructuring consultants) that are allowed in the Chapter 7 case, litigation costs, and claims arising from the operations of the debtor during the pendency of the bankruptcy case. The liquidation itself would trigger certain priority payments that otherwise would be due in the ordinary course of business. Those priority claims would be paid in full from the liquidation proceeds before the balance would be made available to pay general unsecured claims or to make any distribution in respect of equity interests. The liquidation also would prompt the rejection of substantial executory contracts and thereby create a significantly higher amount of unsecured claims.

Once the court ascertains the recoveries in liquidation of secured creditors and priority claimants, it must determine the probable distribution to general unsecured creditors and equity security holders from the remaining available proceeds in liquidation. If the probable distribution has a value greater than the distributions to be received by such creditors and equity security holders under a debtor's plan, then the court may find that the plan is not in the best interests of creditors and equity security holders.

Notwithstanding the difficulties in quantifying recoveries to creditors with precision, the Debtors believe that the Plan will meet the "best interests" test of Bankruptcy Code § 1129(a)(7). The Debtors believe that each member of each Class will receive at least as much under the Plan as it would in a liquidation in a hypothetical Chapter 7 case. Creditors will receive a better recovery through the distributions contemplated under the Plan (rather than a forced liquidation) will allow the realization of more value for the Debtors' assets without the increased costs attending a Chapter 7 liquidation, including statutory Chapter 7 trustee fees and trustee's counsel fees, to name only a few additional expenses not present under the Plan.

Pursuant to the Plan, the Debtors propose to pay 100% of the Allowed Claims in each Class, including interest. The Debtors have also prepared a liquidation analysis for the Plan, a copy of the liquidation analysis is attached hereto as Exhibit 5 (collectively the "Liquidation Analysis"). It is clear from the Liquidation Analysis that holders of Allowed Claims will receive

a substantially higher dividend pursuant to the Plan than in a hypothetical liquidation under Chapter 7.

D. Confirmation Without Acceptance of All Impaired Classes

Section 1129(b) of the Bankruptcy Code provides that a plan can be confirmed even if it has not been accepted by all impaired classes as long as at least one impaired class of Claims has accepted it. The Bankruptcy Court may confirm the Plan at the request of the Debtors notwithstanding the Plan's rejection (or deemed rejection) by impaired Classes as long as the Plan "does not discriminate unfairly" and is "fair and equitable" as to each impaired Class that has not accepted it. A plan does not discriminate unfairly within the meaning of the Bankruptcy Code if a dissenting class is treated equally with respect to other classes of equal rank.

A plan is fair and equitable as to a class of secured claims that rejects such plan if the plan provides: (1)(a) that the holders of claims included in the rejecting class retain the liens securing those claims, whether the property subject to those liens is retained by the debtor or transferred to another entity, to the extent of the allowed amount of such claims; and (b) that each holder of a claim of such class receives on account of that claim deferred cash payments totaling at least the allowed amount of that claim, of a value, as of the effective date of the plan, of at least the value of the holder's interest in the estate's interest in such property; (2) for the sale, subject to Section 363(k) of the Bankruptcy Code, of any property that is subject to the liens securing the claims included in the rejecting class, free and clear of the liens, with the liens to attach to the proceeds of the sale, and the treatment of the liens on proceeds under clause (1) or (2) of this paragraph; or (3) for the realization by such holders of the indubitable equivalent of such claims. A plan is fair and equitable as to a class of unsecured claims that rejects a plan if the plan provides: (1) for each holder of a claim included in the rejecting class to receive or retain on account of that claim property that has a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (2) that the holder of any claim or interest that is junior to the claims of such rejecting class will not receive or retain on account of such junior claim or interest any property at all.

A plan is fair and equitable as to a class of equity interests that rejects a plan if the plan provides: (1) that each holder of an interest included in the rejecting class receive or retain on account of that interest property that has a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest; or (2) that the holder of any interest that is junior to the interest of such rejecting class will not receive or retain under the plan on account of such junior claim or interest any property at all.

XIV. MATERIAL FEDERAL INCOME TAX CONSIDERATIONS

A summary description of certain United States ("U.S.") federal income tax consequences of the Plan is provided below. The description of tax consequences below is for informational purposes only and, due to lack of definitive judicial or administrative authority or interpretation, substantial uncertainties exist with respect to various U.S. federal income tax consequences of the Plan as discussed herein. Only the potential material U.S. federal income tax consequences of the Plan to the Debtors and to a typical holder of Claims and Equity

Interests who are entitled to vote or to accept or reject the Plan are described below. No opinion of counsel has been sought or obtained with respect to any tax consequences of the Plan, and no tax opinion is being given in this Disclosure Statement. No rulings or determination of the Internal Revenue Service (the "IRS") or any other tax authorities have been sought or obtained with respect to any tax consequences of the Plan, and the discussion below is not binding upon the IRS or such other authorities. No representations are being made regarding the particular tax consequences of the confirmation and consummation of the Plan to the Debtors or to any holder of Claims or Equity Interests. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position from any discussed herein.

The discussion of the U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the "Tax Code"), Treasury Regulations promulgated and proposed thereunder, judicial authorities, and administrative rulings and pronouncements of the IRS and other applicable authorities, all as in effect on the date of this document. Legislative, judicial or administrative changes or interpretations enacted or promulgated in the future could alter or modify the analyses and conclusions set forth below. It cannot be predicted at this time whether any tax legislation will be enacted or, if enacted, whether any tax law changes contained therein would affect the tax consequences to the holders of Claims and Equity Interests (the "Claimants"). Any such changes or interpretations may be retroactive and could significantly affect the U.S. federal income tax consequences discussed below.

THIS DISCUSSION DOES NOT ADDRESS FOREIGN, STATE OR LOCAL TAX CONSEQUENCES OF THE PLAN, NOR DOES IT PURPORT TO ADDRESS THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN TO SPECIAL CLASSES OF TAXPAYERS (SUCH AS FOREIGN ENTITIES, NONRESIDENT ALIEN INDIVIDUALS, PASS-THROUGH ENTITIES SUCH AS PARTNERSHIPS AND HOLDERS THROUGH SUCH PASS-THROUGH ENTITIES, S CORPORATIONS, MUTUAL FUNDS, INSURANCE COMPANIES, FINANCIAL INSTITUTIONS, SMALL BUSINESS INVESTMENT COMPANIES, REGULATED INVESTMENT COMPANIES, CERTAIN SECURITIES TRADERS, BROKER-DEALERS AND TAX-EXEMPT ORGANIZATIONS). FURTHERMORE, ESTATE AND GIFT TAX ISSUES ARE NOT ADDRESSED AND TAX CONSEQUENCES RELATING TO THE ALTERNATIVE MINIMUM TAX ARE GENERALLY NOT DISCUSSED. NO REPRESENTATIONS ARE MADE REGARDING THE PARTICULAR TAX CONSEQUENCES OF THE PLAN TO ANY HOLDER OF A CLAIM OR INTEREST. EACH HOLDER OF A CLAIM OR INTEREST IS STRONGLY URGED TO CONSULT A TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE TRANSACTIONS DESCRIBED HEREIN AND IN THE PLAN.

A. U.S. Federal Income Tax Consequences to the Debtors

The Debtors are limited liability companies which are treated as partnerships for U.S. federal income tax purposes. Any taxable income, deductions, gains, losses, credits etc. of the Debtors will be passed through and allocated to the members/partners and ultimate taxpaying persons or entities of the Debtor.

B. U.S. Federal Income Tax Consequences to Equity Owners and Ultimate Taxpayers

1. Cancellation of Indebtedness Income

Generally, the discharge of a debt obligation owed by a debtor for an amount less than the "adjusted issue price" (in most cases, the amount the debtor received on incurring the obligation, with certain adjustments) gives rise to cancellation of indebtedness ("COD") income to the debtor, subject to certain rules and exceptions. However, when the discharge of indebtedness occurs with respect to a taxpayer who is a debtor in bankruptcy pursuant to a plan approved by the bankruptcy court in a case under Title 11 of the Bankruptcy Code (e.g., a Chapter 11 case), there is a special rule under the Tax Code that specifically excludes from such debtor's income the amount of such discharged indebtedness (the so-called "bankruptcy exception"). Instead, certain of the debtor's tax attributes otherwise available generally must be reduced by the amount of the COD income that is excluded from the debtor's income. Such reduction of tax attributes generally occurs in the following order: (i) net operating losses and net operating loss carryovers (collectively, "NOLs"), (ii) general business credits, (iii) minimum tax credits, (iv) capital loss carryovers, (v) the tax basis of debtor's property (both depreciable and non-depreciable), (vi) passive activity loss and credit carryovers, and (v) foreign tax credit carryovers (although there is a special rule in the Tax Code which allows the debtor to elect to first reduce the tax basis of depreciable property before having to reduce NOLs and other attributes).

As mentioned previously, the Debtors are partnerships for U.S. federal income tax purposes. Any COD income generated as a result of the consummation of the Plan will be passed through to the members/partners and attributed to the ultimate taxpaying persons or entities. Certain Equity Owners are limited liability companies treated as disregarded entities for U.S. federal income tax purposes. To the extent any COD income is recognized by the Debtors, other exclusions or exceptions may apply. Such exceptions include, without limitation, (i) an exception for cancellation of purchase money mortgage indebtedness in which the tax basis of real property is adjusted, (ii) an exception for insolvency, (iii) an exception for qualified farm indebtedness and (iv) an exception for qualified real property indebtedness (i.e., "QRPBI"), but with respect to QRPBI, only to the extent that the amount of COD attributable to the cancellation of QRPBI does not exceed the lesser of: (x) the excess of the outstanding principal amount of debt (immediately before the discharge) over the fair market value of the real estate securing the debt (immediately before the discharge) or (y) the aggregate adjusted basis of all depreciable real property held by the taxpayer immediately before the discharge.

Although generally the exclusion provisions of Section 108 of the Tax Code are applied at the partner rather than the partnership level, there are exceptions. Determination of whether debt was incurred in connection with real property used in a trade or business is made with reference to the indebtedness of the partnership and real property owned by it. COD income generated by the partnership is passed-through to members/partners and exclusions or elections to exclude such income are applied separately outside of the partnership by partners or ultimate taxpaying persons or entities.

2. Gain or Loss on Transfer/Sale of Debtors' Assets

If there is a sale of the Debtors' assets, or some portion thereof, the Debtors will generally recognize gain or loss on the sale in an amount equal to the difference between the amount realized (generally, the amount of cash and the fair market value of any other property received plus liabilities of the Debtors' assumed by the buyer, if any) and the Debtors' tax basis in the assets sold. Because any gain or loss recognized by a Debtor will be passed-through and recognized by members/partners or ultimate taxpaying persons or entities for U.S. federal income tax purposes, the Debtors themselves will not be subject to tax but any tax liability will be the obligation of members/partners or ultimate taxpaying persons or entities based on their specific tax situations. The character of such gain or loss will depend on the specific circumstances and may be classified as capital, ordinary or Section 1231 in nature.

C. U. S. Federal Income Tax Consequences to an Investor Typical of the Holders of Claims and Equity Interests

The U.S. federal income tax consequences of the implementation of the Plan to the Claimants, typical of the holders of Claims and Equity Interests who are entitled to vote to accept or reject the Plan, will depend on a number of factors, including (i) whether the Claim constitutes a "security" for U.S. federal income tax purposes, (ii) the nature and origin of the Claim, (iii) the manner in which the holder acquired the Claim, (iv) the length of time the Claim has been held, (v) whether the Claim was acquired at a discount, (vi) whether the holder has taken a bad debt deduction or loss with respect to the Claim (or any portion thereof) in the current year or in any prior year, (vii) whether the holder has previously included in its taxable income accrued but unpaid interest with respect to the Claim; (viii) the holder's method of tax accounting, (ix) whether the Claim is an installment obligation for U.S. federal income tax purposes, and (x) the timing of any distributions under the Plan.

1. Gain or Loss Recognition on the Satisfaction of Claims and Character of Gain or Loss; Accrued Interest, Market Discount; Bad Debt Deduction and Worthless Securities Deduction; Modification of Debt Instrument

Claimants may or may not recognize gain or loss, with respect to the amount which the Claimants receive on their Claims (generally, the amount of cash and the fair market value of any other property received in satisfaction of the Debtors' obligations) that either exceeds, on one hand, or is less than, on the other hand, the Claimant's adjusted tax basis in the Claim.

In general, gain or loss recognized by any such Claimant will either be capital or ordinary in character. The character is dependent upon the underlying nature of the Claim and whether such Claim, in the hands of the Claimant, constitutes a capital asset.

To the extent a holder of a debt instrument receives property in satisfaction of interest accrued during the holding period of such instrument, such amount will be taxable to the holder as interest income (if not previously included in the holder's gross income). Conversely, such holder may recognize a deductible loss to the extent that any accrued interest claimed or amortized original issue discount earned was previously included in gross income and is not paid in full.

To the extent that a debt instrument is acquired after its original issuance for less than the issue price of such instrument, it will have market discount. A holder of a Claim with market discount must treat any gain recognized on the satisfaction of such Claim as ordinary income to the extent that it does not exceed the market discount that has already been accrued with respect to such Claim. There may also be state, local or foreign tax considerations applicable to particular holders of Claims, none of which are discussed herein. A holder of a Claim with respect to a tax-exempt bond obligation which has market discount is subject to special rules.

A holder of an Allowed Claim that is not a security for purposes of section 165(g) of the Tax Code who receives, pursuant to the Plan, an amount of consideration that is less than such holder's tax basis in the claim in exchange of that claim, may be entitled in the year of receipt (or in an earlier year) to a bad debt deduction under section 166(a) of the Tax Code, or may be entitled to a loss under section 165(a) of the Tax Code in the year of receipt. A holder of stock or securities, the Allowed Claim with respect to which is wholly worthless, may be entitled to a worthless securities deduction under sections 165(g) and 165(a) of the Tax Code. The rules governing the timing and amount of such deductions place considerable emphasis on the facts and circumstances of the holder, the obligor, and the instrument with respect to which a deduction is claimed. Any such loss would be limited to the holder's tax basis in the indebtedness or equity interest underlying its claim. Holders of Allowed Claims or Equity Interests, therefore, are urged to consult their tax advisors with respect to their ability to claim such deductions.

Holders generally should not recognize gain, loss or other taxable income upon the reinstatement of their Allowed Claims under the Plan, provided the reinstatement is not a substantial modification of the terms of the Allowed Claim. Taxable income, however, may be recognized by those holders if they are considered to receive interest, damages or other income in connection with the reinstatement, or if the reinstatement is considered for tax purposes to involve a significant modification of the Allowed Claim. The reinstatement of an old debt instrument generally will be treated as an exchange for U.S. federal income tax purposes if the reinstatement results in a significant modification of the terms of the old debt instrument. A reinstatement will generally constitute a significant modification of the old debt instrument if, based on all of the facts and circumstances, the legal rights and obligations under the reinstated obligation differ from those under the original obligation to a degree that is economically significant. If a reinstatement of a debt instrument constitutes an exchange for U.S. federal income tax purposes due to a significant modification of terms, and such an exchange is not pursuant to a tax-free reorganization, the holder should recognize gain or loss in an amount equal to the difference between the amount realized on such exchange (the issue price of the new debt instrument) and such holder's adjusted tax basis in the old debt instrument. The Treasury Regulations set forth a complex set of rules regarding when a modification of a debt instrument is significant which include, without limitation, (1) changing the annual yield of a fixed principal debt instrument, either through an adjustment to the interest rate or a reduction of the principal by an amount in excess of the greater of one-fourth of one percent or five percent of the yield of the unmodified instrument (unless attributable to a formula in the original instrument); (2) changing the timing or amounts of payments to materially defer payments, either through extension of final maturity or rescheduling of payments; (3) substituting a new obligor on a recourse debt; (4) altering collateral or guarantees securing a nonrecourse note (unless the collateral is fungible); (5) altering collateral or guarantees securing a recourse debt if the

alteration changes payment expectations; and (6) changing a secured debt from recourse to nonrecourse or vice versa (other than changing a secured debt from recourse to nonrecourse without a change in payment expectations). Two or more modifications occurring at different times may be treated as a single modification to be tested for significance. However, two or more modifications of different terms that are not individually significant cannot be combined to result in a significant modification. In addition, any modification that based on all facts and circumstances, alters the legal rights or obligations of the parties, to the extent the alterations are "economically significant" triggers a realization event.

Claimants should consult their own tax advisors for information that may be relevant to their particular situations and circumstances and the particular tax consequences to them of the transactions contemplated by the Plan.

2. Holders of Disputed Claims

Although not free from doubt, holders of Disputed Claims should not recognize any gain or loss on the date that the assets are transferred to the Disputed Claims Reserve, but should only be required to report their gain or loss on the cash or other property that is distributed out to the Claimant free from any further restrictions. **Holders of Disputed Claims are urged to consult their own tax advisors regarding the taxation of their Disputed Claims.**

3. Information Reporting and Backup Withholding

Certain payments, including payments in respect of accrued interest or market discount, are generally subject to information reporting by the payor to the IRS. Moreover, such reportable payments may be subject to backup withholding. Under the Tax Code's backup withholding rules, a U.S. Claimant may be subject to backup withholding at the applicable rate with respect to certain distributions or payments pursuant to the Plan, unless the Claimant: (i) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates this fact or (ii) provides a correct U.S. taxpayer identification number and certifies under penalty of perjury that the holder is a U.S. person, the taxpayer identification number is correct and that the holder is not subject to backup withholding because of a failure to report all dividend and interest income. Payments made to Foreign Claimants may also be subject to withholding, which may be reduced under an applicable Treaty.

Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against a holder's U. S. federal income tax liability, and the Claimant may obtain a refund of any excess amounts withheld under the backup withholding rules by filing an appropriate claim for refund with the IRS.

D. Importance of Obtaining Professional Tax Assistance

THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN U. S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A CLAIMHOLDER'S

PARTICULAR CIRCUMSTANCES. ACCORDINGLY, CLAIMHOLDERS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS ABOUT THE U. S. FEDERAL, STATE, LOCAL AND FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN, INCLUDING WITH RESPECT TO TAX REPORTING AND RECORD KEEPING REQUIREMENTS.

E. Circular 230 Disclaimer

THE IRS REQUIRES WRITTEN ADVICE REGARDING ONE OR MORE U.S. FEDERAL TAX ISSUES TO MEET CERTAIN STANDARDS. THOSE STANDARDS INVOLVE A DETAILED AND CAREFUL ANALYSIS OF THE FACTS AND APPLICABLE LAW WHICH WE EXPECT WOULD BE TIME CONSUMING AND COSTLY. WE HAVE NOT MADE AND HAVE NOT BEEN ASKED TO MAKE THAT TYPE OF ANALYSIS IN CONNECTION WITH ANY ADVICE GIVEN IN THE FOREGOING DISCUSSION. AS A RESULT, WE ARE REQUIRED TO ADVISE YOU THAT ANY U.S. FEDERAL TAX ADVICE RENDERED IN THE FOREGOING DISCUSSION IS NOT INTENDED OR WRITTEN TO BE USED AND CANNOT BE USED FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED BY THE IRS.

XV. CERTAIN RISK FACTORS TO BE CONSIDERED

The restructuring of the Debtors involves a degree of risk, and this Disclosure Statement and the Plan and certain of their Exhibits contain forward-looking statements that involve risks and uncertainty. Reorganized Debtor's actual results could differ materially from those anticipated in such forward-looking statements as a result of a variety of factors, including those set forth in the following risk factors and elsewhere in this Disclosure Statement. Holders of Claims should consider carefully the following factors, in addition to the other information contained in this Disclosure Statement, before submitting a vote to accept or reject the Plan.

A. Reorganization Factors

1. Financial Considerations

As with any plan of reorganization or other financial transaction, there are certain risk factors that must be considered. All risk factors cannot be anticipated, some events will develop in ways that were not foreseen, and many or all of the assumptions that have been used in connection with this Disclosure Statement and the Plan will not be realized exactly as assumed. Some or all of such variations may be material. While efforts have been made to be reasonable in this regard, there can be no assurance that subsequent events will bear out the analyses set forth in this Disclosure Statement. Holders of Claims should be aware of some of the principal risks associated with the contemplated reorganization:

- There is a risk that one of more of the required conditions or obligations under the Plan or the Plan Documents will not occur, be satisfied or waived, as the case may be, resulting in the inability to confirm the Plan.

- The total amount of all Claims filed in the Chapter 11 Cases may materially exceed the estimated amounts of Allowed Claims assumed in the development of the Plan, in the valuation estimates provided above. The actual amount of all Allowed Claims in any Class may differ significantly from the estimates provided in this Disclosure Statement. Accordingly, the amount and timing of the distributions that will ultimately be received by any particular holder of an Allowed Claim in any Class may be materially and adversely affected if the estimates are exceeded as to any Class.

- A number of other uncertainties may adversely affect Reorganized Debtor' future operations including, without limitation, economic recession, decline in citrus and commodities prices generally, adverse regulatory agency actions, extreme weather conditions, acts of God, or similar circumstances. Many of these factors will be substantially beyond Reorganized Debtor's control, and a change in any factor or combination of factors could have a material adverse effect on Reorganized Debtor's financial condition, cash flows, and results of operations. There can be no assurance that Reorganized Debtor will be able to continue to generate sufficient funds to meet its obligations and necessary capital expenditures. Although Reorganized Debtor's financial projections assume that Reorganized Debtor will generate sufficient funds to meet its working capital needs for the foreseeable future on a stand-alone basis, its ability to gain access to additional capital, if needed, cannot be assured, particularly in view of possible competitive factors and industry conditions.

- **Pursuant to Addendum A to the Term sheet with BMO (attached as Exhibit A to the Plan), in the event of specified monetary defaults that remain uncured after all applicable cure periods, there will be an immediate transfer of title of the Debtors'/ Recognized Debtor's real property and other collateral. Based upon the Debtors' projections, the Debtors do not believe that they will be in monetary default during the Plan period; however, there can be no assurance that a monetary default will not occur, or that if a monetary default does occur, that the Reorganized Debtor will be able to cure the monetary default if that were to occur, and BMO were to exercise its right to take title to its collateral including the groves future payments due under the Plan would likely not be made.**

- **Notwithstanding that the projections show payment of Class 4 Claims in full by December 2012, there is no assurance that the Reorganized Debtor will be able to meet those projections.**

2. Risk of Non-Confirmation of the Plan

Although the Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion. There can also be no assurance that modifications of the Plan will not be required for confirmation, that such negotiations would not adversely affect the holders of Allowed Claims and Equity Interests, or that such modifications would not necessitate the resolicitation of votes.

XVI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

The Debtors believe that the Plan affords holders of Claims and Equity Interests the greatest realization on the Debtors' assets and, therefore, is in the best interests of those holders. If the Plan is not confirmed, however, the theoretical alternatives include: (a) continuation of the pending Chapter 11 Cases; (b) an alternative plan or plans of reorganization; or (c) liquidation of the Debtors under Chapter 7 of the Bankruptcy Code.

A. Continuation of the Chapter 11 Cases

If the Debtors remain in Chapter 11, they could continue to operate their businesses and manage their properties as debtors-in-possession, but they would remain subject to the restrictions imposed by the Bankruptcy Code. The Debtors may have difficulty sustaining the high costs that may be caused if the Debtors remain as Chapter 11 debtors-in-possession.

B. Alternative Plans of Reorganization

If the Plan is not confirmed, the Debtors, or, after the expiration of the Debtors' exclusive period in which to propose and solicit a reorganization plan, any other party in interest in the Chapter 11 Cases, could propose a different plan or plans. Those plans might involve either a reorganization and continuation of the Debtors' business, or some other form of orderly liquidation of the Debtors' assets, or a combination of both.

C. Liquidation

If no plan is confirmed, the Debtors' Chapter 11 Cases may be converted to cases under Chapter 7 of the Bankruptcy Code. In a Chapter 7 case, a trustee or trustees would be appointed to liquidate the assets of the Debtors. It is impossible to predict precisely how the proceeds of the liquidation would be distributed to the respective holders of Claims against or Interests in the Debtors. However, the Debtors believe that creditors would lose substantially higher going concern value if the Debtors were forced to liquidate, and vendors would lose a significant source of business. In addition, the Debtors believe that in liquidation under Chapter 7, before creditors received any distribution, additional administrative expenses involved in the appointment of a trustee or trustees and attorneys, accountants and other professionals to assist such trustees would cause a substantial diminution in the value of the Estates. The assets available for distribution to creditors would be reduced by such additional expenses and by Claims, some of which would be entitled to priority, which would arise by reason of the liquidation and from the rejection of executory contracts in connection with the cessation of operations and the failure to realize the greater going concern value of the Debtors' assets. The Debtors refer all Creditors to the Liquidation Analysis attached hereto as Exhibit 5 which shows that Unsecured Creditors would receive a reduced distribution in a Chapter 7 proceeding.

The Debtors may also be liquidated under a Chapter 11 plan. In a liquidation under Chapter 11, the Debtors' assets could be sold in an orderly fashion over a more extended period of time than in a liquidation under Chapter 7. Thus, a Chapter 11 liquidation might result in larger recoveries than a Chapter 7 liquidation, but the delay in distributions could result in lower

present values received and higher administrative costs. Because a trustee is not required in a Chapter 11 case, expenses for professional fees could be lower than in a Chapter 7 case, in which a trustee must be appointed. However, any distribution to the Creditors under a Chapter 11 liquidation plan would likely be delayed substantially.

XVII. SUMMARY, RECOMMENDATION AND CONCLUSION

The Plan provides for an orderly and prompt distribution to Holders of Allowed Claims and Allowed Equity Interests against the Debtors. The Debtors believe that their efforts to maximize the return for Creditors and Holders of Equity Interests have been full and complete. The Debtors further believe that the Plan is in the best interests of all Creditors and Holders of Equity Interests. In the event of a liquidation of the Debtors' assets under Chapter 7 of the Bankruptcy Code, the Debtors believe there would be substantial diminution in distributions to Unsecured Creditors and, in addition, Unsecured Creditors and the Holders of Equity Interests would not receive the value attributable to the Reorganized Debtor. For these reasons, the Debtors urge that the Plan is in the best interests of all Creditors and Holders of Equity Interests and that the Plan be accepted.

Respectfully submitted,

OLD CORKSCREW PLANTATION, LLC
By FOUR WEST, LLC

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION II, LLC
By FOUR WEST, LLC

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION III, LLC
By FOUR WEST, LLC

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION IV, LLC
By FOUR WEST, LLC

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION V, LLC
By FOUR WEST V, LLC

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION VI, LLC
By FOUR WEST, LLC

By: _____
Scott Westlake, Managing Member

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Exhibit 1
Plan of Reorganization

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

In re:

	Chapter 11 Cases
OLD CORKSCREW PLANTATION, L.L.C.,	Case No. 9:11-bk-14559-BSS
OLD CORKSCREW PLANTATION II, L.L.C.,	Case No. 9:11-bk-14563-BSS
OLD CORKSCREW PLANTATION III, L.L.C.,	Case No. 9:11-bk-14568-BSS
OLD CORKSCREW PLANTATION IV, L.L.C.,	Case No. 9:11-bk-14569-BSS
OLD CORKSCREW PLANTATION V, L.L.C.,	Case No. 9:11-bk-14572-BSS
OLD CORKSCREW PLANTATION VI, L.L.C.,	Case No. 9:11-bk-14578-BSS
Debtors.	(Jointly Administered Under
_____/	Case No. 9:11-bk-14559-BSS)

AMENDED JOINT PLAN OF REORGANIZATION FOR OLD CORKSCREW PLANTATION, L.L.C.; OLD CORKSCREW PLANTATION II, L.L.C.; OLD CORKSCREW PLANTATION III, L.L.C.; OLD CORKSCREW PLANTATION IV, L.L.C.; OLD CORKSCREW PLANTATION V, L.L.C.; AND OLD CORKSCREW PLANTATION VI, L.L.C., PURSUANT TO CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE

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Dated as of February 7, 2012

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ARTICLE 1
INTRODUCTION

Old Corkscrew Plantation, L.L.C.; Old Corkscrew Plantation II, L.L.C.; Old Corkscrew Plantation III, L.L.C.; Old Corkscrew Plantation IV, L.L.C.; Old Corkscrew Plantation V, L.L.C.; and Old Corkscrew Plantation VI, L.L.C. as debtors and debtors in possession (collectively, the "OCP Debtors" or "Debtors"), hereby propose the following amended joint plan of reorganization for the OCP Debtors (the "Plan"), which Plan provides for the resolution of outstanding Claims against and Equity Interests in the OCP Debtors pursuant to the provisions of Chapter 11 of the Bankruptcy Code. The OCP Debtors, as proponents of the Plan, request Confirmation of the Plan pursuant to Section 1129 of the Bankruptcy Code. Unless otherwise defined, capitalized terms used in the Plan shall have the meanings ascribed to such terms in Article 2.1 of the Plan.

In summary, but subject to the more specific details provided herein, the Plan provides for the reorganization of the OCP Debtors, the emergence of the OCP Debtors from the Bankruptcy Cases as the Reorganized Debtor and the treatment of Allowed Claims against the OCP Debtors and Allowed Equity Interests in the OCP Debtors as provided in the Plan. Although the OCP Estates are presently being jointly administered for procedural purposes, the OCP Debtors and their respective Estates have not been substantively consolidated. Pursuant to the Plan, as of the Effective Date, the OCP Debtors will be substantively consolidated into a single entity pursuant to the terms of the Plan.

The Disclosure Statement being filed contemporaneously herewith is a joint consolidated disclosure statement applicable to the Plan of all of the OCP Debtors. The Plan also constitutes a motion by the OCP Debtors to substantively consolidate and merge the OCP Debtors into a single entity. If the Plan is confirmed by the Bankruptcy Court, then, on the Effective Date of the Plan, the Property of the Estates of Old Corkscrew Plantation, L.L.C.; Old Corkscrew Plantation II, L.L.C.; Old Corkscrew Plantation III, L.L.C.; Old Corkscrew Plantation IV, L.L.C.; Old Corkscrew Plantation V, L.L.C.; and Old Corkscrew Plantation VI, L.L.C. will be consolidated into one Estate, which Property will then vest in the Reorganized Debtor on the Effective Date, subject to the terms of the Plan.

Under Section 1125(b) of the Bankruptcy Code, a vote to accept or reject the Plan cannot be solicited from the Holder of a Claim or Equity Interest until such time as the Disclosure Statement has been approved by the Bankruptcy Court and distributed to Holders of Claims and Equity Interests. The Disclosure Statement was approved by the Bankruptcy Court in the Disclosure Statement Approval Order, and has been distributed simultaneously with the Plan to all Holders of Claims and Equity Interests whose votes are being solicited. The Disclosure Statement contains, among other things, (a) a discussion of the Debtors' history, business, Property, and operations, (b) the Projections for the Reorganized Debtor's future operations, (c) a summary of significant events which have occurred to date in the Bankruptcy Cases, (d) a summary of the means of implementing and funding the Plan, and (e) the procedures for voting on the Plan. No materials, other than the Plan and the accompanying Disclosure Statement, Disclosure Statement Approval Order and Ballot, have been approved by the OCP Debtors or the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan. ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE OCP DEBTORS ENTITLED TO

VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT, AND ANY EXHIBITS ATTACHED THERETO, IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

Subject to certain restrictions and requirements set forth in Section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications to the Plan set forth in the Plan, the OCP Debtors expressly reserve the right to alter, amend, modify, revoke or withdraw the Plan, one or more times, prior to the Effective Date of the Plan.

IN THE OPINION OF THE OCP DEBTORS, THE TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN CONTEMPLATES A GREATER RECOVERY THAN THAT WHICH IS LIKELY TO BE ACHIEVED UNDER OTHER ALTERNATIVES FOR THE REORGANIZATION OR LIQUIDATION OF THE OCP DEBTORS. ACCORDINGLY, THE OCP DEBTORS BELIEVE THAT CONFIRMATION OF THE PLAN IS IN THE BEST INTERESTS OF CREDITORS AND HOLDERS OF EQUITY INTERESTS, AND THE OCP DEBTORS RECOMMEND THAT CREDITORS AND HOLDERS OF EQUITY INTERESTS VOTE TO ACCEPT THE PLAN.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNLESS OTHERWISE STATED, ALL STATEMENTS IN THE PLAN AND IN THE ACCOMPANYING DISCLOSURE STATEMENT CONCERNING THE HISTORY OF THE DEBTORS' BUSINESS, THE PAST OR PRESENT FINANCIAL CONDITION OF THE DEBTORS, THE PROJECTIONS FOR THE FUTURE OPERATIONS OF THE REORGANIZED DEBTOR, TRANSACTIONS TO WHICH THE DEBTORS WERE OR ARE PARTY, OR THE EFFECT OF CONFIRMATION OF THE PLAN ON HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS ARE ATTRIBUTABLE EXCLUSIVELY TO THE DEBTORS AND NOT TO ANY OTHER PARTY.

ARTICLE 2
DEFINED TERMS; RULES OF CONSTRUCTION

2.1. Defined Terms.

2.1.1. As used in the Plan, the following terms (which appear in the Plan as capitalized terms) shall have the meanings set forth below:

"Administrative Claim" means a Claim for (a) any cost or expense of administration allowed under Section 503(b) or 507(a)(2) of the Bankruptcy Code, to the extent the party claiming any such cost or expense files an application, motion, request or other Bankruptcy Court-approved pleading seeking such cost or expense in the Bankruptcy Case on or before the applicable Administrative Claims Bar Date, including (i) any actual and necessary costs and expenses of preserving the OCP Estate or operating the business of the OCP Debtors (including wages, salaries, or commissions for services rendered) incurred on or after the Petition Date, (ii) any Postpetition cost, indebtedness or contractual obligation duly and validly incurred or assumed by the OCP Debtors in the ordinary course of their business, (iii) any Claim granted administrative priority status by a Final Order of the Bankruptcy Court, (iv) any Claim by a Governmental Unit for taxes (and for interest and/or penalties related to such taxes) due from the

OCP Debtors for any Postpetition tax year or period under applicable law, and (v) compensation or reimbursement of expenses of Professionals awarded or allowed pursuant to an order of the Bankruptcy Court under Section 330(a) or 331 of the Bankruptcy Code (including any amounts held back pursuant to an order of the Bankruptcy Court); (b) any Superpriority Claim; (c) all fees and charges assessed against the OCP Estates under Chapter 123 of Title 28, United States Code, 28 U.S.C. §§ 1911-1930; and (d) any and all other costs or expenses of administration of the Bankruptcy Case that are allowed by a Final Order of the Bankruptcy Court; provided, however, that, when used in the Plan, the term "Administrative Claim" shall not include the DIP Lender Allowed Claims, any Priority Tax Claim, any Cure Claim, any Environmental Claim, any Disallowed Claim, or, unless otherwise expressly provided in the Plan, any of the Claims in Classes 1 through 4. In no event shall any Claim set out in a Proof of Claim or any application, motion, request or other Bankruptcy Court approved pleading be deemed to be an Allowed Administrative Claim without further order of the Bankruptcy Court.

"Administrative Claim Bar Date(s)" means the date(s) established by one or more orders of the Bankruptcy Court as the deadline for the filing by any Creditor or other party in interest of an application, motion, request or other Bankruptcy Court-approved pleading for allowance of any Administrative Claim, including as established in the Disclosure Statement Approval Order; provided, however, that (a) unless otherwise ordered by the Bankruptcy Court, the Administrative Claim Bar Date for the filing by any Professional of an application for any Administrative Claim not yet filed as of the date of the Plan shall be no later than fourteen (14) days after the date of entry of the Disclosure Statement Approval Order, (b) to the extent the Bankruptcy Court has entered an order establishing a different and specific deadline for a Creditor or other party in interest to file an Administrative Claim, the date set forth in such order shall be deemed to be the Administrative Claim Bar Date as to such Creditor or other party in interest, and (c) the Administrative Claim Bar Date shall not apply to liabilities incurred in the ordinary course of business after the Administrative Claims Bar Date but before the Effective Date. Any Holder of an Administrative Claim (including a Holder of a Claim for Postpetition federal, state or local taxes) that does not file an application, motion, request or other Bankruptcy Court-approved pleading by the applicable Administrative Claim Bar Date shall be forever barred, estopped and enjoined from ever asserting such Administrative Claim against the OCP Debtors, the OCP Estates, the Reorganized Debtor, or any of their respective Properties, and such Holder shall not be entitled to participate in any Distribution under the Plan on account of any such Administrative Claim.

"Affiliate" means any Person that is an "affiliate" of an OCP Debtor within the meaning of Section 101(2) of the Bankruptcy Code.

"Allowed Amount" means the dollar amount in which a Claim is allowed.

"Allowed Claim" means a Claim or that portion of a Claim which is not a Disputed Claim or a Disallowed Claim and (a) as to which a Proof of Claim was filed with the Clerk's Office on or before the Bar Date or the Governmental Unit Bar Date, as applicable, or, by order of the Bankruptcy Court, was not required to be so filed or was deemed timely filed, or (b) as to which no Proof of Claim was filed with the Clerk's Office on or before the Bar Date or the Governmental Unit Bar Date, as applicable, but which has been or hereafter is listed by the OCP Debtors in the Schedules as liquidated in amount and not disputed or contingent, and, in the

case of subparagraph (a) and (b) above, as to which either (i) no objection to the allowance of such Claim has been filed within the time allowed for the making of objections as fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or an order of the Bankruptcy Court, or (ii) any objection as to the allowance of such Claim has been settled or withdrawn or has been overruled by a Final Order. "Allowed Claim" shall also include a Claim that is allowed under the Plan or by the Bankruptcy Court in a Final Order. "Allowed," when used as an adjective herein (such as Allowed Administrative Claim, Allowed Priority Tax Claim, Allowed Priority Claim, Allowed Secured Claim, and Allowed Unsecured Claim), has a corresponding meaning.

"Allowed Class Claim" means an Allowed Claim in the particular Class described.

"Allowed Equity Interest" means any Equity Interest which either (i) is not a Disputed Equity Interest or (ii) has been Allowed by a Final Order of the Bankruptcy Court.

"Assumed Contracts" has the meaning ascribed to such term in Article 7 of the Plan.

"Available Net Cash Flow" means Effective Date cash balance (net of payment of Allowed administrative Claims, United States Trustee fees, and Class 3 Allowed Claims) plus Net Cash Flow from operations after payment of debt service to BMO (exclusive of Excess Cash Flow payment), provided that the ending cash balance after distribution to the Allowed Class 4 Claims is a minimum of $200,000 at any period during the twelve months from the Effective Date.

"Ballot" means the ballot, the form of which has been approved by the Bankruptcy Court, accompanying the Disclosure Statement provided to each Holder of a Claim entitled to vote to accept or reject this Plan.

"Bankruptcy Cases" means the Chapter 11 bankruptcy cases of Old Corkscrew Plantation, L.L.C.; Old Corkscrew Plantation II, L.L.C.; Old Corkscrew Plantation III, L.L.C.; Old Corkscrew Plantation IV, L.L.C.; Old Corkscrew Plantation V, L.L.C.; and Old Corkscrew Plantation VI, L.L.C. pending in the Bankruptcy Court under Case Nos. 9:11-bk-14559-BSS, 9:11-bk-14563-BSS, 9:11-bk-14568-BSS, 9:11-bk-14569-BSS, 9:11-bk-14572-BSS, and 9:11-bk-14578-BSS, respectively.

"Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as in effect on the Petition Date, together with all amendments and modifications thereto.

"Bankruptcy Counsel" means Berger Singerman, PA and McDowell, Rice, Smith & Buchanan, P.C.

"Bankruptcy Court" means the United States Bankruptcy Court for the Middle District of Florida, Fort Myers Division, or, as the context requires, any other court of competent jurisdiction exercising jurisdiction over the Bankruptcy Cases.

"Bankruptcy Rules" means (a) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under Section 2075 of Title 28 of

the United States Code, (b) the Federal Rules of Civil Procedure, as amended and promulgated under Section 2072 of Title 28 of the United States Code, (c) the Local Rules of the United States Bankruptcy Court for the Middle District of Florida, and (d) any standing orders governing practice and procedure issued by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and modifications thereto to the extent applicable to these Bankruptcy Cases or proceedings herein, as the case may be.

"Bar Date" means October 12, 2011, the date set by the Bankruptcy Court as the last day for filing a Proof of Claim against the OCP Debtors, excluding (a) a Prepetition Claim of a Governmental Unit, for which a Proof of Claim must be filed with the Bankruptcy Court by the Governmental Unit Bar Date, (b) an Administrative Claim, for which a request for payment of an Administrative Claim must be filed with the Bankruptcy Court by the Administrative Claim Bar Date, (c) a Claim for which a bar date may have been otherwise established by a Final Order of the Bankruptcy Court, for which a Proof of Claim must be filed with the Bankruptcy Court by the date set forth in such Final Order, and (d) a Claim with respect to an executory contract or unexpired lease that is assumed or rejected pursuant to the Plan (as to which the bar date shall be as set forth in Article 7 of the Plan) or a Final Order of the Bankruptcy Court (as to which the bar date shall be as set forth in such Final Order).

"BMO" means BMO Harris Bank, successor by merger to M & I Marshall & Ilsley Bank.

"Business Day" means any day other than (a) a Saturday, (b) a Sunday, (c) a "legal holiday" (as "legal holiday" is defined in Bankruptcy Rule 9006(a)), or (d) a day on which commercial banks in Fort Myers, Florida are required or authorized to close by law.

"Cash" means cash, cash equivalents and other readily marketable direct obligations of the United States, as determined in accordance with generally accepted accounting principles, including bank deposits, certificates of deposit, checks and similar items. When used in the Plan with respect to a Distribution under the Plan, the term "Cash" means lawful currency of the United States, a certified check, a cashier's check, a wire transfer of immediately available funds from any source, or a check from the Reorganized Debtor drawn on a domestic bank.

"Claim" has the meaning ascribed to such term in Section 101(5) of the Bankruptcy Code.

"Class" means a category of Claims or Equity Interests classified together as described in Article 3 of the Plan.

"Clerk" means the Clerk of the Bankruptcy Court.

"Clerk's Office" means the Office of the Clerk of the Bankruptcy Court located at the United States Courthouse, 2110 First Street, Fort Myers, Florida 33901.

"Collateral" means Property in which the OCP Estates have (or had) an interest and that secures (or secured), in whole or part, whether by agreement, statute, or judicial decree, the payment of a Claim.

"Committee" means the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Bankruptcy Cases pursuant to Section 1102 of the Bankruptcy Code (D.E. #124).

"Confirmation" or **"Confirmation of the Plan"** means the approval of the Plan by the Bankruptcy Court at the Confirmation Hearing.

"Confirmation Date" means the date on which the Confirmation Order is entered on the Docket by the Clerk pursuant to Bankruptcy Rule 5003(a).

"Confirmation Hearing" means the hearing which will be held before the Bankruptcy Court to consider Confirmation of the Plan and related matters pursuant to Section 1128(a) of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time. The date and time of commencement of the Confirmation Hearing is set forth in the Disclosure Statement Approval Order.

"Confirmation Order" means the order of the Bankruptcy Court in the Bankruptcy Cases confirming the Plan pursuant to Section 1129 and other applicable sections of the Bankruptcy Code.

"Creditor" means the Holder of a Claim, within the meaning of Section 101(10) of the Bankruptcy Code, including Secured Creditors, Unsecured Creditors, and Creditors with Administrative Claims, Priority Tax Claims, Priority Claims, Cure Claims, and Environmental Claims.

"Cure Claim" means any Claim of any nature whatsoever, including any Claim for any cure payment, cost or other amount, if any, due and owing by the OCP Debtors pursuant to Section 365(b) of the Bankruptcy Code or otherwise and any Claim for a default (monetary or non-monetary), arising from, relating to or in connection with the assumption by the OCP Debtors of any Assumed Contract (provided such Claim is filed with the Bankruptcy Court by the Cure Claim Submission Deadline). In no event shall any Claim set out in a Proof of Claim be deemed to be a Cure Claim.

"Cure Claim Submission Deadline" means, and shall occur on the same day as, the Voting Deadline.

"Debt" has the meaning ascribed to such term in Section 101(12) of the Bankruptcy Code.

"Debtors" means, collectively, Old Corkscrew Plantation, L.L.C.; Old Corkscrew Plantation II, L.L.C.; Old Corkscrew Plantation III, L.L.C.; Old Corkscrew Plantation IV, L.L.C.; Old Corkscrew Plantation V, L.L.C.; and Old Corkscrew Plantation VI, L.L.C., as debtors and debtors in possession under Case Nos. 9:11-bk-14559-BSS, 9:11-bk-14563-BSS, 9:11-bk-14568-BSS, 9:11-bk-14569-BSS, 9:11-bk-14572-BSS, and 9:11-bk-14578-BSS, respectively.

"Debtors in Possession" means, collectively, the OCP Debtors, as the context may require, as debtors in possession in the Bankruptcy Cases.

"DIP Advances" means, collectively, the (a) the aggregate outstanding Postpetition advances extended to the Debtors by the DIP Lender pursuant to the DIP Loan Documents and in accordance with and subject to the terms and conditions of the DIP Financing Orders, which advances, as of December 2, 2011, totaled $615,000 (excluding accrued and unpaid interest).

"DIP Financing Order" means (i) that certain Interim Order Granting Motion Pursuant to Sections 361, 363, 364(C) and (D) of the Bankruptcy Code and Rule 4001 of the Federal Rules of Bankruptcy Procedure Authorizing (A) Debtors In Possession to Obtain Post-Petition Financing, dated November 10, 2011 (D.E. #200) and (ii) and any final order entered by the Court.

"Disclosure Statement" means that certain Amended Joint Consolidated Disclosure Statement for the Amended Plan of Reorganization of Old Corkscrew Plantation, L.L.C.; Old Corkscrew Plantation II, L.L.C.; Old Corkscrew Plantation III, L.L.C.; Old Corkscrew Plantation IV, L.L.C.; Old Corkscrew Plantation V, L.L.C.; and Old Corkscrew Plantation VI, L.L.C. under Chapter 11 of Title 11, United States Code, dated as of February 7, 2011, including all Exhibits attached thereto, as submitted and filed by the Debtors pursuant to Section 1125 of the Bankruptcy Code and approved by the Bankruptcy Court in the Disclosure Statement Approval Order, and as such Disclosure Statement may be amended, supplemented, modified or amended and restated from time to time.

"Disclosure Statement Approval Order" shall mean that certain order of the Bankruptcy Court, dated _____, 2012 (D.E. #____) approving, among other things, the Disclosure Statement as containing adequate information pursuant to Section 1125 of the Bankruptcy Code, and setting various deadlines in connection with Confirmation of the Plan.

"Disputed Claim" means any Claim or portion thereof (other than a Disallowed Claim) that is not an Allowed Claim and (a) as to which a Proof of Claim has been filed with the Clerk's Office or is deemed filed under applicable law or order of the Bankruptcy Court, or (b) which has been scheduled in the Schedules, and, in the case of subparagraph (a) and (b) above, as to which an objection has been or may be timely filed or deemed filed under the Plan, the Bankruptcy Code, the Bankruptcy Rules, or an order of the Bankruptcy Court and any such objection has not been (i) withdrawn, (ii) overruled by an order of the Bankruptcy Court, or (iii) sustained by an order of the Bankruptcy Court. In addition to the foregoing, a Disputed Claim shall also mean a Claim that is not an Allowed Claim, whether or not an objection has been or may be timely filed, if (a) the amount of the Claim specified in the Proof of Claim exceeds the amount of any corresponding Claim scheduled in the Schedules, (b) the classification of the Claim specified in the Proof of Claim differs from the classification of any corresponding Claim scheduled in the Schedules, (c) any corresponding Claim has been scheduled in the Schedules as disputed, contingent or unliquidated, (d) no corresponding Claim has been scheduled in the Schedules, or (e) such Claim is reflected as unliquidated or contingent in the Proof of Claim filed in respect thereof. To the extent an objection relates to the allowance of only a part of a Claim, such Claim shall be a Disputed Claim only to the extent of the amount subject to objection. To the extent that the amount of the Claim specified in the Proof of Claim exceeds the amount of any corresponding Claim scheduled in the Schedules, such Claim shall be a Disputed Claim only to the extent of the amount specified in the Proof of Claim which is in excess of the amount of

the Claim as scheduled. "Disputed," when used as an adjective herein (such as Disputed Administrative Claim, Disputed Priority Tax Claim, Disputed Priority Claim, Disputed Secured Claim, and Disputed Unsecured Claim), has a corresponding meaning.

"Disputed Equity Interest" means any Equity Interest as to which an objection has been or may be timely filed or deemed filed under the Plan, the Bankruptcy Code, the Bankruptcy Rules, or an order of the Bankruptcy Court and any such objection has not been (i) withdrawn, (ii) overruled by an order of the Bankruptcy Court, or (iii) sustained by an order of the Bankruptcy Court.

"Distribution" means a distribution of Cash or Property, as the context requires, to a Creditor on account of an Allowed Claim pursuant to the terms of the Plan, including the Initial Distribution. "Distribution Date" means the date or dates under the Plan when Cash or Property is required to be distributed to the Holders of Allowed Claims in accordance with the Plan, including the Initial Distribution.

"Docket" means the docket or dockets in the Bankruptcy Cases maintained by the Clerk.

"Effective Date" means, and shall occur on, the first Business Day after which all of the conditions precedent to the occurrence of the Effective Date contained in Article 11 of the Plan have been satisfied or waived pursuant to and in accordance with Article 11.2 of this Plan.

"Effective Date Notice" has the meaning ascribed to such term in Article 11 of the Plan.

"Entity" has the meaning ascribed to such term in Section 101(15) of the Bankruptcy Code.

"Environmental Claim" means any Claim or demand now existing or hereafter arising (including all thereof in the nature of or sounding in tort, contract, warranty or under any other theory of law or equity) against the OCP Debtors, their predecessors, successors or assigns, or Affiliates, or their present or former officers, directors or employees, arising out of, or related to, any Environmental Laws, including any Claim or demand: (a) to restrict or enjoin, or recover damages, costs or expenses to remedy, any release, environmental pollution, contamination or nuisance or to require the OCP Debtors to remedy or to reimburse, pay or incur costs to remedy any release, environmental pollution, contamination or nuisance, (b) to remedy, reimburse, compensate or pay any damage, penalty, fine or forfeiture for, or to restrict or enjoin, any violation of or alleged violation of any Environmental Laws, (c) to pay any contractual claim with respect to any Environmental Laws, or (d) to pay or reimburse any Person or Entity for personal injury (including worker's compensation, sickness, disease or death), tangible or intangible property damage or natural resource damage arising out of, or relating to, any release, environmental pollution, contamination or nuisance, whether or not contemplated in subparagraphs (a) through (c) above, or whether or not such Claim or demand is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, or whether or not the facts of or legal basis for such Claim or demand are known or unknown, or whether or not the injury or damage giving rise to such Claim or demand

was diagnosable, undiagnosable, detectable or undetectable before the Confirmation of the Plan or before the Final Decree Date. Notwithstanding anything to the contrary contained herein, when used in the Plan, the term "Environmental Claim" shall be broadly construed and shall include (a) claims that may or may not presently constitute "claims" within the meaning of Section 101(5) of the Bankruptcy Code and (b) demands that may or may not presently constitute "demands" within the meaning of Section 524(g)(5) of the Bankruptcy Code.

"Environmental Laws" means all federal, state, local and foreign laws, statutes, ordinances, codes, rules, standards and regulations, now or hereafter in effect, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, or judgment, imposing liability or standards of conduct for or relating to the regulation and protection of human health, safety, the environment and natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation). As used in the Plan, the term "Environmental Laws" shall include (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601, et seq., (b) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendment of 1984, 42 U.S.C. §§ 6901, et seq., (c) the Clean Air Act, 42 U.S.C. §§ 401, et seq., (d) the Clean Water Act of 1977, 33 U.S.C. §§ 1251, et seq., (e) the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., (f) the Oil Pollution Act of 1990 (OPA 90), (g) the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §§ 5101, et seq., (h) the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136, et seq., (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901, et seq., (j) the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., (k) the Occupational Safety and Health Act, 29 U.S.C. §§ 651, et seq., (l) the Safe Drinking Water Act, 42 U.S.C. §§ 300(f), et seq., (m) all other statutes or laws issued or promulgated by any Governmental Unit, as they may be amended from time to time, relating to environmental contamination or pollution, air pollution, water pollution, noise control and/or the handling, transportation, discharge, existence, release, disposal or recovery of on-site or offsite hazardous, toxic or dangerous wastes, substances, chemicals or materials (including petroleum), including any transfer of ownership notification or approval statutes, and (n) the ordinances, rules, regulations, orders, notices of violation, requests, demands and requirements issued or promulgated by any Governmental Unit in connection with such statutes or laws.

"Equity Interests" means the ownership interests in the OCP Debtors held by any person or entity.

"Estates" means, collectively, the estates created for the OCP Debtors by Section 541 of the Bankruptcy Code upon the commencement of the Bankruptcy Cases.

"Estimation Hearing" means a hearing for the estimation of Claims under Section 502(c) of the Bankruptcy Code.

"Excess Cash Flow" means Available Net Cash Flow after payment of Allowed Class 4 Claims and repayment of Exit Financing.

"Exculpated Parties" has the meaning ascribed to such term in Article 12 of the Plan.

"Exhibit" means an exhibit annexed to the Plan or to the Disclosure Statement, as the context requires.

"Felda" means Felda Plantation, LLC, debtor before this Court under Case No. 9:11-bk-14614-BSS, and has some common ownership with the Debtors.

"Final Decree" means the final decree for each of the Bankruptcy Cases entered by the Bankruptcy Court pursuant to Bankruptcy Rule 3022.

"Final Decree Date" means the date on which the Final Decree, obtained after a hearing on notice to such Persons and Entities as the Bankruptcy Court may direct, is entered on the Docket.

"Final Order" means an order or judgment of the Bankruptcy Court which has not been reversed, stayed, modified or amended and: (i) as to which the time to appeal or seek reconsideration or rehearing thereof or file a petition for certiorari has expired; (ii) in the event that a motion for reconsideration or rehearing or petition for certiorari is filed, such motion or petition shall have been denied by an order or judgment of the Bankruptcy Court or other applicable court; or (iii) in the event that an appeal is filed and pending, a stay pending appeal has not been entered; provided, however that with respect to an order or judgment of the Bankruptcy Court allowing or disallowing a Claim, such order or judgment shall have become final and nonappealable; and provided further, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or analogous rule under the Bankruptcy Rules, may be filed with respect to such order or judgment shall not cause such order or judgment not to be a Final Order.

"Governmental Unit" has the meaning ascribed to such term in Section 101(27) of the Bankruptcy Code.

"Governmental Unit Bar Date" means January 24, 2012, the date established by Section 502(a)(9) of the Bankruptcy Code as the last day for a Governmental Unit to file a Proof of Claim against the OCP Debtors in the Bankruptcy Cases.

"Guarantor Lawsuit" means the litigation brought by BMO against Franz J. Rosinus and Scott M. Westlake, Case No. 11-02455, pending in the United States District Court for the District of Kansas.

"Holder" means (a) as to any Claim, (i) the owner or holder of such Claim as such is reflected on the Proof of Claim filed with respect to such Claim, or (ii) if no Proof of Claim has been filed with respect to such Claim, the owner or holder of such Claim as such is reflected on the Schedules or the books and records of the OCP Debtors or as otherwise determined by order of the Bankruptcy Court, or (iii) if the owner or holder of such Claim has assigned or transferred the Claim to a third party and the OCP Debtors or Reorganized Debtor, as the case may be, have received sufficient written evidence of such assignment or transfer, the assignee or transferee; and (b) as to any Equity Interest, the record owner or holder of such Equity Interest as of the Effective Date.

"Impaired" refers to any Claim or Equity Interest that is impaired within the meaning of Section 1124 of the Bankruptcy Code.

"Indemnification Rights" means any obligations or rights of the OCP Debtors to indemnify, reimburse, advance, or contribute to the losses, liabilities or expenses of an Indemnitee pursuant to such OCP Debtors' articles or certificate of incorporation, articles of organization, bylaws, operating agreements, partnership documents, or policy of providing indemnification, applicable law, or a specific agreement in respect of any claims, demands, suits, causes of action or proceedings against an Indemnitee based upon any act or omission related to an Indemnitee's service with, for, or on behalf of such OCP Debtors.

"Indemnitee" means all present and former directors, officers, members, managers, partners, employees, agents or representatives of the OCP Debtors who are entitled to assert Indemnification Rights.

"Initial Distribution" has the meaning ascribed to such term in Article 9 of the Plan.

"Liabilities" means any and all liabilities, obligations, judgments, damages, charges, costs, Debts, and indebtedness of any and every kind and nature whatsoever, whether heretofore, now or hereafter owing, arising, due or payable, direct or indirect, absolute or contingent, liquidated or unliquidated, known or unknown, foreseen or unforeseen, in law, equity or otherwise, of or relating to the OCP Debtors or any predecessor thereof, or otherwise based in whole or in part upon any act or omission, transaction, event or other occurrence taking place prior to the Effective Date in any way relating to the OCP Debtors or any predecessor thereof, any Property of the OCP Debtors, the business or operations of the OCP Debtors, the Bankruptcy Cases, or the Plan, including any and all liabilities, obligations, judgments, damages, charges, costs, Debts, and indebtedness based in whole or in part upon any Claim of or relating to successor liability, transferee liability, or other similar theory; provided, however, that, when used in the Plan, the term "Liabilities" shall not include any obligations of the Reorganized Debtor expressly set forth in the Plan or the Plan Documents.

"Lien" means, with respect to any Property, any mortgage, pledge, security interest, lien, right of first refusal, option or other right to acquire, assignment, charge, claim, easement, conditional sale agreement, title retention agreement, defect in title, or other encumbrance or hypothecation or restriction of any nature pertaining to or affecting such Property, whether voluntary or involuntary and whether arising by law, contract or otherwise.

"Litigation Claims" means any and all claims, choses in action, causes of action suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payments and claims, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured and whether assertable directly or derivatively, in law, equity or otherwise, which are owned or held by, or have accrued to, the OCP Debtors, whether arising before or after the Petition Date, including, without limitation, those which are: (i) property of the OCP Estate under and pursuant to Section 541 of the Bankruptcy Code; (ii) for subrogation and contribution; (iii) for turnover; (iv) for avoidable transfers and preferences under and

pursuant to Sections 542 through 550 and 553 of the Bankruptcy Code and applicable state law; (v) related to federal or state securities laws; (vi) direct or derivative claims or causes of action of any type or kind including, without limitation, Claims that may be asserted against Franz Rosinus and/or entities owned or controlled by him for breaches of fiduciary duty, breach of contract, avoidance actions pursuant to the Bankruptcy Code and/or applicable state law and other breaches; (x) for professional malpractice against professionals employed by the OCP Debtors; (vii) under and pursuant to any policies of insurance maintained by the OCP Debtors; (viii) for collection on accounts, accounts receivable, loans, notes receivable or other rights to payment; (ix) for the right to seek a determination by the Bankruptcy Court of any tax, fine or penalty relating to a tax, or any addition to a tax, under Section 505 of the Bankruptcy Code; (x) which arise under or as a result of any section of the Bankruptcy Code, including Section 362; (xi) or may be available to the OCP Debtors against any third party(ies) under any legal or equitable theory, whether or not specifically identified or described herein or in the Disclosure Statement and (xii) to the extent not otherwise set forth above, as described in the Disclosure Statement; provided, however, that Litigation Claims shall not include any action for avoidable transfers and/or preferences under and pursuant to Section 542 through 550 and 553 of the Bankruptcy Code and/or applicable state law against any non-insider Unsecured Creditors.

"Local Rules" means the Local Rules of the United States Bankruptcy Court for the Middle District of Florida, as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Bankruptcy Cases.

"OCP Debtors" means, collectively, Old Corkscrew Plantation, L.L.C.; Old Corkscrew Plantation II, L.L.C.; Old Corkscrew Plantation III, L.L.C.; Old Corkscrew Plantation IV, L.L.C.; Old Corkscrew Plantation V, L.L.C.; and Old Corkscrew Plantation VI, L.L.C., as debtors and debtors in possession under Case Nos. 9:11-bk-14559-BSS, 9:11-bk-14563-BSS, 9:11-bk-14568-BSS, 9:11-bk-14569-BSS, 9:11-bk-14572-BSS, and 9:11-bk-14578-BSS, respectively.

"OCP Estate" means the Estates of the OCP Debtors.

"OCP Real Property" means the Property of the OCP Debtors that consists of real property and improvements, if any, located thereon.

"Person" means any person, individual, corporation, association, partnership, limited liability company, joint venture, trust, organization, business, government, governmental agency or political subdivision thereof, or any other entity or institution of any type whatsoever, including any "person" as such term is defined in Section 101(41) of the Bankruptcy Code.

"Petition Date" means July 29, 2011, the date on which the OCP Debtors commenced the Bankruptcy Cases by filing their voluntary petitions under Chapter 11 of the Bankruptcy Code.

"Plan" means this Joint Plan of Reorganization of Old Corkscrew Plantation, L.L.C.; Old Corkscrew Plantation II, L.L.C.; Old Corkscrew Plantation III, L.L.C.; Old Corkscrew Plantation IV, L.L.C.; Old Corkscrew Plantation V, L.L.C.; and Old Corkscrew Plantation VI, L.L.C. proposed under Chapter 11 of Title 11, United States Code, and all

Exhibits to the Plan, as the same may be amended, supplemented, modified or amended and restated from time to time in accordance with the provisions of the Plan and the Bankruptcy Code.

"Plan Documents" means all documents that aid in effectuating the Plan (as may be amended, modified or supplemented from time to time).

"Plan Solicitation Package" means, collectively, the cover letter, the Disclosure Statement, the Plan, the Disclosure Statement Approval Order, and the Ballot.

"Plan Supplement" means the compendium of documents comprised of the Plan Documents (to the extent not already on file with the Bankruptcy Court), which shall be filed with the Bankruptcy Court in accordance with Article 15 of the Plan.

"Postpetition" means arising or accruing on or after the Petition Date and before the Effective Date.

"Postpetition Interest" means interest at an annual rate of 4.25% accrued on the Allowed Amount of an Unsecured Claim for the period from the Petition Date through the date of payment in full of such Allowed Unsecured Claim under the terms of this Plan.

"Prepetition" means arising or accruing prior to the Petition Date.

"Priority Claim" means a Claim that is entitled to a priority in payment pursuant to Sections 507(a)(4), (5) and (7) of the Bankruptcy Code and that is not an Administrative Claim, a Priority Tax Claim, a Secured Claim, a Secured Real Estate Tax Claim or an Unsecured Claim.

"Priority Tax Claim" means a Claim of a Governmental Unit that is entitled to a priority in payment pursuant to Section 507(a)(8) of the Bankruptcy Code and that is not an Administrative Claim, a Priority Claim, a Secured Claim, a Secured Real Estate Tax Claim or an Unsecured Claim.

"Professional" means any professional employed in the Bankruptcy Cases pursuant to an order of the Bankruptcy Court, pursuant to Section 327 or 1103 of the Bankruptcy Code.

"Projections" means the cash flow projections for the Reorganized Debtor from the Effective Date through January 2017, a copy of which is attached as Exhibit 2 to the Disclosure Statement.

"Proof of Claim" means a proof of claim filed with the Bankruptcy Court with respect to a Claim against one or more of the OCP Debtors pursuant to Bankruptcy Rule 3001, 3002 or 3003.

"Property" means any property or asset of any kind, whether real, personal or mixed, tangible or intangible, whether now existing or hereafter acquired or arising, and wherever located, and any interest of any kind therein.

"Reorganized Debtor" means OCP Holding Co., LLC the consolidated entity upon the merger of Old Corkscrew Plantation, L.L.C.; Old Corkscrew Plantation II, L.L.C.; Old Corkscrew Plantation III, L.L.C.; Old Corkscrew Plantation IV, L.L.C.; Old Corkscrew Plantation V, L.L.C.; and Old Corkscrew Plantation VI, L.L.C. on and after the Effective Date as reorganized pursuant to the terms of the Plan.

"Restated Loan" means the obligations of the Debtors under the $20MM Note, the $40MM Note and the $5MM Note (each as defined in the Agreed Interim Cash Collateral Order, Case No 11-14559, D.E. #69, collectively the "OCP Notes") which shall be consolidated, amended and restated in accordance with the Term Sheet. The Restated Loan shall specifically exclude the loan in the principal amount of $17,600,000 made by BMO to Felda pursuant to the Amended and Restated Promissory Note dated March 27, 2006 (the "Felda Note").

"Schedules" means, collectively, Schedules A, B, C, D, E, F, G, and H filed by the OCP Debtors in the Bankruptcy Cases pursuant to Bankruptcy Rule 1007, as any of such Schedules has been or may hereafter be amended or supplemented from time to time.

"Secured Claim" means any Claim of a Creditor that is (a) secured in whole or in part, as of the Petition Date, by a Lien (i) on Collateral and (ii) which is valid, perfected and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, or (b) subject to setoff under Section 553 of the Bankruptcy Code, but, with respect to both (a) and (b) above, only to the extent of the value of such Creditor's interest in the Estates' interest in such Collateral or the amount subject to setoff, as the case may be. Except as otherwise provided in the Plan, if the value of a Creditor's interest in the Estates' interest in such Collateral or the amount subject to setoff is less than the amount of the Allowed Claim, then such deficiency shall constitute an Unsecured Claim.

"Secured Creditor" means any Creditor holding a Secured Claim.

"Secured Real Estate Tax Claim" means a Secured Claim for Prepetition real estate taxes on the OCP Real Property.

"Substantive Consolidation" has the meaning ascribed to such term in Article 10 of the Plan.

"Superpriority Claim" means any Claim created by a Final Order of the Bankruptcy Court providing for a priority senior to that provided in Section 507(a)(1) of the Bankruptcy Code, including any such Claims granted under Section 364(c)(1) of the Bankruptcy Code.

"Term Sheet" means the term sheet executed by BMO and the Debtors as of November 14, 2011, a copy of which is attached hereto as Exhibit A, which is incorporated herein by reference.

"Unimpaired" refers to a Claim that is not Impaired.

"United States" means the United States of America.

"United States Trustee" means the Office of the United States Trustee for the Middle District of Florida.

"Unsecured Claim" means any Claim which is not a DIP Lender Allowed Claim, an Administrative Claim, Priority Tax Claim, Priority Claim, Secured Real Estate Tax Claim, Secured Claim, or a Cure Claim, including (a) any Claim arising from the rejection of an executory contract or unexpired lease under Section 365 of the Bankruptcy Code, (b) except as otherwise provided in the Plan, any portion of a Claim to the extent the value of the Creditor's interest in the Estates' interest in the Collateral securing such Claim is less than the amount of the Allowed Claim, or to the extent that the amount of the Claim subject to setoff is less than the amount of the Allowed Claim, as determined pursuant to Section 506(a) of the Bankruptcy Code, (c) any Claim arising from the provision of goods or services to the OCP Debtors prior to the Petition Date, and (d) any Claim designated as an Unsecured Claim elsewhere in the Plan.

"Unsecured Creditor" means any Creditor holding an Unsecured Claim.

"Voting Deadline" means the last day to submit a Ballot accepting or rejecting the Plan as fixed by the Disclosure Statement Approval Order.

"Voting Instructions" means the instructions for voting on the Plan contained in the applicable section of the Disclosure Statement and in the Ballot, as the case may be.

2.1.2. Any capitalized term used in the Plan that is not defined in the Plan but that is defined in the Bankruptcy Code or in the Bankruptcy Rules shall have the meaning ascribed to that term in the Bankruptcy Code or in the Bankruptcy Rules, as the case may be (with the Bankruptcy Code or the Bankruptcy Rules, as the case may be, controlling in the case of a conflict or ambiguity).

2.2. Rules of Construction.

For purposes of the Plan: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) any reference in the Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such contract, instrument, release, indenture or other agreement or document shall be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or Exhibit means such document or Exhibit as it may have been or may be amended, modified or supplemented; (d) if the Plan's description of the terms of an Exhibit is inconsistent with the terms of the Exhibit, the terms of the Exhibit shall control; (e) unless otherwise specified, all references in the Plan to Articles and Exhibits are references to Articles and Exhibits of or to the Plan; (f) unless the context requires otherwise, the words "herein," "hereunder" and "hereto" refer to the Plan in its entirety rather than to a particular Article or section or subsection of the Plan; (g) any phrase containing the term "include" or "including" shall mean including without limitation; (h) all of the Exhibits referred to in the Plan shall be deemed incorporated herein by any such reference and made a part hereof for all purposes; (i) any reference to an Entity as a Holder of a Claim or Equity Interest includes that Entity's successors and assigns; and (j) the rules of construction set forth in Section 102 of the

Bankruptcy Code shall apply in the construction of the Plan, to the extent such rules are not inconsistent with any other provision in this Article 2.2.

ARTICLE 3
TREATMENT OF ADMINISTRATIVE CLAIMS, UNITED STATES TRUSTEE FEES, PRIORITY TAX CLAIMS, AND DIP LENDER ALLOWED CLAIMS

In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, United States Trustee Fees, Priority Tax Claims, and the DIP Lender Allowed Claims have not been classified in the Plan. The treatment accorded to Administrative Claims, United States Trustee Fees, Priority Tax Claims, and the DIP Lender Allowed Claims is set forth below in this Article 3.

3.1. Administrative Claims.

3.1.1. Except as otherwise provided in Articles 3.1.2 below, each Holder of an Allowed Administrative Claim (including Allowed Administrative Claims of Professionals) shall be paid (a) an amount, in Cash, by the Reorganized Debtor equal to the Allowed Amount of its Administrative Claim, in accordance with Section 1129(a)(9)(A) of the Bankruptcy Code, on the later of (i) the Effective Date, or as soon thereafter as reasonably practicable, or (ii) as soon as practicable after the date of a Final Order Allowing such Administrative Claim, (b) under such other terms as may be agreed upon by both the Holder of such Allowed Administrative Claim and the OCP Debtors or the Reorganized Debtor, as the case may be, or (c) as otherwise ordered by a Final Order of the Bankruptcy Court.

3.1.2. All Allowed Administrative Claims with respect to liabilities incurred by the OCP Debtors in the ordinary course of business during the Bankruptcy Cases shall be paid by the Reorganized Debtor (a) in the ordinary course of business in accordance with contract terms, (b) under such other terms as may be agreed upon by both the Holder of such Allowed Administrative Claim and the OCP Debtors or Reorganized Debtor, as the case may be, or (c) as otherwise ordered by a Final Order of the Bankruptcy Court.

3.2. United States Trustee's Fees.

All unpaid fees and charges assessed against the OCP Debtors under Chapter 123 of Title 28, United States Code, 28 U.S.C. §§ 1911-1930, for any calendar quarter ending prior to the Effective Date shall be paid to the United States Trustee by Reorganized Debtor by no later than thirty (30) days following the Effective Date. At the time of such payment, the Reorganized Debtor shall provide to the United States Trustee an affidavit indicating the disbursements made by the OCP Debtors for the relevant periods, if requested by the United States Trustee. Following the Effective Date, any fees required to be paid to the United States Trustee, pursuant to 28 U.S.C. §1930(a)(6), with respect to the Bankruptcy Cases shall be paid by the Reorganized Debtor, until the earlier of (i) the closing of the Bankruptcy Cases by the issuance of a Final Decree by the Bankruptcy Court, or (ii) the entry of an order by the Bankruptcy Court dismissing the Bankruptcy Cases or converting the Bankruptcy Cases to another chapter under the Bankruptcy Code. Any such payment to the United States Trustee shall be in the appropriate sum

required pursuant to 28 U.S.C. §1930(a)(6) based upon the applicable disbursements for the relevant period and shall be made within the time period set forth in 28 U.S.C. §1930(a)(6). At the time of each such payment, the Reorganized Debtor shall provide to the United States Trustee an affidavit indicating the disbursements for the relevant period, if requested by the United States Trustee.

3.3. Priority Tax Claims.

Each Holder of an Allowed Priority Tax Claim shall receive from the Reorganized Debtor, on account of such Allowed Priority Tax Claim, regular installment payments in Cash in accordance with Section 1129(a)(9)(C) of the Bankruptcy Code commencing on the later of (i) the Effective Date or as soon thereafter as reasonably practicable, or (ii) as soon as reasonably practicable after the date of a Final Order Allowing such Priority Tax Claim. Notwithstanding the above, each Holder of an Allowed Priority Tax Claim may be paid under such other terms as may be agreed upon by both the Holder of such Allowed Priority Tax Claim and the OCP Debtors or Reorganized Debtor, as the case may be. The Reorganized Debtor shall have the right to prepay such Allowed Priority Tax Claims at any time, in whole or in part, without penalty or premium.

3.4. DIP Lender Allowed Claims.

The DIP Lender.

3.4.1. Pursuant to the DIP Financing Orders, the Bankruptcy Court has approved interim advances by the DIP Lender to the Debtors in an amount equal to $835,000, which advances are secured, except as set forth in the DIP Financing Orders, by a subordinate Lien in favor of the DIP Lender on substantially all of the Property of the OCP Debtors. As of December 2, 2011, the DIP Advances totaled $615,000 (excluding accrued and unpaid interest).

3.4.2. The DIP Advances will be paid through the DIP Lender's extension of post-confirmation financing ("Exit Financing") to the Reorganized Debtor in the amount of the DIP Advances, the proceeds of which will be utilized to pay the DIP Advances in full on the Effective Date. The Exit Financing to be provided by the DIP Lender pursuant hereto will be secured in the same manner , with the same collateral, with the same priority as the obligation represented by the DIP Advances was secured under the Court's financing orders, provided however, that the Reorganized Debtor shall enter into loan documents with the DIP Lender as of the Effective Date of the Plan to more fully document, evidence and secure the Exit Financing, which loan documents shall include, without limitation, a promissory note, a mortgage and security agreement and other applicable documents. Repayment of the Exit Financing will be made by monthly payments of principle interest, provided however, that such payments shall commence only after payment in full of Class 4 Claims and in all events subject to the payment by the Reorganized Debtor of the monthly payments of principal and interest on the Class 2 Claim.

ARTICLE 4
DESIGNATION OF CLASSES OF CLAIMS AND EQUITY INTERESTS

Pursuant to Section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Equity Interests. A Claim or Equity Interest (a) is classified in a particular Class only to the extent the Claim or Equity Interest qualifies within the description of that Class and (b) is classified in a different Class to the extent the Claim or Equity Interest qualifies within the description of that different Class. Unless otherwise expressly stated, the Classes of Claims set forth below include Claims against each of the OCP Debtors that qualify within the description of that Class. For purposes of the Plan, the Claims and Equity Interests are classified as follows:

4.1. Class 1: Priority Claims.

Class 1 consists of all Priority Claims.

4.2. Class 2: Secured Claim of BMO.

Class 2 consists of the Secured Claim of BMO.

4.3. Class 3: Secured Claim of Everglades Farm Equipment Co., Inc.

Class 3 consists of the Secured Claim of Everglades Farm Equipment Co., Inc.

4.4. Class 4: Unsecured Claims (non-insider).

Class 4 consists of Unsecured Claims for all unsecured creditors who are neither insiders nor affiliates of the Debtor.

4.5. Class 5: Unsecured Claims (insider).

Class 5 consists of Unsecured Claims of unsecured creditors who are either insiders or affiliates of the Debtor.

4.6. Class 6: Unsecured Claim (Felda).

Class 6 consists of the intercompany claim of Felda in the amount of $522,113.70.

4.7. Class 7: Equity Interests.

Class 7 consists of all Equity Interests.

ARTICLE 5
TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

Claims and Equity Interests shall be treated under the Plan in the manner set forth in this Article 5. Except as otherwise specifically provided in the Plan, the treatment of, and the consideration to be received by, Holders of Allowed Claims and Holders of Allowed Equity Interests pursuant to the Plan shall be in full and final satisfaction, settlement, release,

extinguishment and discharge of their respective Allowed Claims (of any nature whatsoever) and Allowed Equity Interests, including any Liens securing such Allowed Claims or Allowed Equity Interests.

5.1. Unclassified Claims.

Holders of Allowed Administrative Claims, United States Trustee Fees, Allowed Priority Tax Claims and the DIP Lender shall receive the treatment set forth in Article 3 of the Plan.

5.2. Class 1: Priority Claims.

Class 1 consists of all Priority Claims. Each Holder of an Allowed Priority Claim shall receive from Reorganized Debtor Cash equal to the Allowed Amount of its Priority Claim, in accordance with Section 1129(a)(9)(B)(ii) of the Bankruptcy Code on the later of (i) the Effective Date or as soon thereafter as reasonably practicable, or (ii) as soon as reasonably practicable after the date of a Final Order Allowing such Priority Claim. Notwithstanding the foregoing, each Holder of an Allowed Priority Claim may be paid under such other terms as may be agreed upon by both the Holder of such Allowed Priority Claim and the OCP Debtors or Reorganized Debtor, as the case may be. Class 1 is Unimpaired by the Plan. As a result, pursuant to Section 1126(f) of the Bankruptcy Code, each Holder of a Priority Claim in Class 1 is conclusively deemed to have accepted the Plan and therefore is not entitled to vote to accept or reject the Plan.

5.3. Class 2: Secured Claim of BMO Harris Bank, N.A.

Class 2 consists of the Secured Claim of BMO, in the total amount of approximately $54,434,354.05 secured by a lien on real property and assignments of rents and of fruit contracts, equipment and proceeds. The Allowed Class 2 Claim shall be satisfied by its holder retaining the Lien securing its Claim, and receiving payment of the Allowed Class 2 Claim in accordance with the Term Sheet which contains the following terms:

(1) The Restated Loan shall be consolidated, amended and restated as follows:

(2) The opening principal balance of the Restated Loan shall be the amount owing to BMO under the Notes as of the Confirmation Date less $1,500,000 for a total of $53, 894,302.62 (the "Restated Principal Balance").

(3) The Restated Principal Balance shall be amortized over 20 years from the Effective Date, with all amounts of the Restated Loan due and owing on the fifth anniversary of the Effective Date. Interest on the Restated Loan shall accrue as follows: 4.25% for the first two years of the loan term, 4.5% for the next two years of the loan term, and 4.75% for the final year of the loan term.

(4) Interest shall be paid quarterly. Amortizing principal payments shall be periodically at a time or times to be agreed to by the parties prior to entry of the Confirmation Order to coincide with the OCP's receipt of funds from the sale of

fruit. An additional principal payment shall be made from Net Cash Flow (as defined herein), to the extent any exists, annually as set forth hereafter.

(5) Debtor shall establish an escrow account into which one-twelfth the annual amount of property taxes on the Reorganized Debtor's real property in which BMO holds a lien shall be paid on a monthly basis by the Reorganized Debtor.

(6) The Reorganized Debtor shall provide BMO with annual audited financial statements prepared by an independent accounting firm.

(7) Unless otherwise expressly waived or released in writing by BMO, all existing security agreements, mortgages and guaranties related to the Notes executed by or on behalf of the OCP Debtors or their respective owners shall continue to secure the Restated Loan and shall remain in full force and effect and any guarantees by the respective owners of the Debtors, other than as provided for in Section 5.3(15) below, in connection with the acquisition of the FJRB Loan Documents, shall attach to the same extent to the respective guarantor's interest in the Reorganized Debtor as a result of the substantive consolidation of the Debtors in the Reorganized Debtor.

(8) The form and substance of the Plan are subject to approval as satisfactory by the Debtors and BMO. The Confirmation Order shall be subject to approval as satisfactory in form and substance by the Debtors and BMO. The Confirmation Order shall contain a provision providing specific relief to BMO in the event of an uncured monetary default by the Reorganized Debtor, as set forth in the Term Sheet (the "Drop Dead Provisions"). The Confirmation Order shall include the requirement that the DIP Lender provide to BMO a release of its subordinated mortgage for its Exit Financing to be held in escrow by BMO at the same time and subject to recordation on the same terms and conditions as the transfer documents to be given to BMO as set forth in the Drop Dead Provisions.

(9) The OCP Debtors shall be substantively consolidated into a single entity, the Reorganized Debtor, and its assets and liabilities shall be transferred to OCP Holding Co., LLC, which shall become the Reorganized Debtor.

(10) Excess Cash. As a part of the Restated Loan, the Reorganized Debtor shall pay to BMO 50% of Excess Cash Flow. Each such payment shall be credited to the principal balance of the Restated Loan as of the date of such payment. Such payments shall be made annually under terms to be negotiated prior to entry of the Confirmation Order by Reorganized Debtor and BMO. Upon payment to BMO of such Excess Cash Flow, as long as there is no default under the Restated Loan, the Reorganized Debtor shall be permitted to use the remaining Excess Cash Flow for any purpose, including but not limited to: (a) use to make payments to insiders, which shall not be subject to the requirement that amounts paid to insiders or guarantors be held for or paid to BMO under existing guaranty agreements; and (b) use to pursue mining initiatives; and such payment from

Excess Cash Flow shall not be prohibited under the Restated Loan or existing guaranties.

(11) Cash Out Option. The Reorganized Debtor may, at its option (a) satisfy the Class 2 Claim in full by the payment of $45,000,000 (the "Discounted Payoff"), provided such payment is made to the Class 2 creditor on or before the earlier of 180 days from confirmation and July 31, 2012 (the "Discounted Payoff Deadline") or (b) at the option of the Reorganized Debtor, BMO will assign the Notes and related Loan Documents to the Reorganized Debtor one or more members of the Reorganized Debtor or their designee in exchange for the Discounted Payoff amount paid to BMO by the Discounted Payoff Deadline. If the Discounted Payoff is not made by the Discounted Payoff Deadline, the option to satisfy the Class 2 Claim for the Discounted Payoff amount shall expire and be of no further force and effect. Notwithstanding the foregoing, at any time the Reorganized Debtor may prepay any part of the Restated Loan to BMO without penalty and may prepay all of the Restated Loan without penalty upon payment of the principal balance and all accrued interest thereon, without the discount provided in this paragraph.

(12) Upon timely payment of the Discounted Payoff, the Reorganized Debtor shall be deemed to have satisfied all indebtedness it and/or the OCP Debtors owe to BMO and in such an event, the individual guarantors (Franz Rosinus and Scott Westlake) shall be deemed released from their liabilities under their guaranties of the Restated Loan.

(13) BMO has brought the Guarantor Lawsuit. BMO and the defendants in the Guarantor Lawsuit have agreed to stay the proceedings in the Guarantor Lawsuit pending entry of the Confirmation Order. At such time as the Confirmation Order is entered, and documents necessary and appropriate to evidence the Restated Loan are executed, BMO shall dismiss the Guarantor Lawsuit without prejudice.

(14) Mutual Releases. In conjunction with the execution of the documents evidencing the Restated Loan, the Reorganized Debtor, OCP Debtors, Franz Rosinus, Scott Westlake and BMO shall exchange mutual releases in form and substance mutually satisfactory to the parties which shall (a) release BMO of any claims, regardless of the legal theory upon which they are based, that the Reorganized Debtor or OCP Debtors may have against BMO (including avoidance actions under §§ 542-553 of the Bankruptcy Code); and (b) release BMO of any claims by Franz Rosinus and Scott Westlake, regardless of the legal theory upon which they are based, related in any way to BMO's loans to the OCP Debtors and guaranties thereof.

(15) Sale of FJRB Notes, Loan Agreement, Mortgage and Guaranty Agreement. In conjunction with confirmation of the Plan, one or more of the members of the Reorganized Debtor (or their designee) (the "FJRB Buyer") shall pay BMO the

cash sum of $1.25 million in exchange for which BMO shall transfer to the FJRB Buyer, without recourse all of BMO's rights under the following loan documents:

> Term Note in the amount of $6,712,000 executed February 7, 2007, by FJRB, LLC ("FJRB") (as modified); Revolving Note in the amount of $550,000 executed February 7, 2007 by FJRB (as modified); Loan Agreement dated February 7, 2007, executed by FJRB and BMO; Real Estate Mortgage, Assignment and Security Interest dated February 7, 2007, executed by FJRB in favor of BMO (as amended); Guaranty Agreement dated February 7, 2007, executed by Rosinus and Robert Brown in favor of BMO; and Assignment of Rents and Leases dated February 7, 2007 (collectively the "FJRB Loan Documents"). In addition, the FJRB Buyer may purchase that certain Promissory Note in the original principal amount of $600,000 executed on December 30, 2009 by Franz J. Rosinus (the "$600,000 Note") at the time the FJRB Loan Documents are purchased for the sum of $85,714.29.

The sale of the FJRB Loan Documents and the $600,000 Note is to be made "as is, where is" without any representations or warranties as to the validity or enforceability of the FJRB Loan Documents and the $600,000 Note or as to the nature, quality or extent of the collateral which purports to secure the FJRB Loan Documents and the $600,000 Note. Sale of the FJRB Loan Documents and the $600,000 Note shall be conditioned upon entry of the Confirmation Order which shall include a provision obligating the FJRB Buyer to purchase the FJRB Loan Documents and permitting the FJRB Buyer to Purchase the $600,000 Note.

(16) **OCP Ownership Pledge Agreements**. In conjunction with the sale of the FJRB Loan Documents, BMO shall (a) transfer to the FJRB Buyer all of BMO's rights under that certain Pledge and Security Agreement executed December 30, 2009 (the "First Pledge Agreement") by Corkscrew Plantation II, Inc., Corkscrew Plantation III, Inc., Corkscrew Plantation IV, Inc., Corkscrew Plantation VI, Inc. and Corkscrew Plantation VII, Inc. (k/n/a Felda)(collectively, the "Pledgors") and all BMO's rights under a separate pledge agreement, also dated December 30, 2009, wherein Corkscrew Plantation V, Inc. pledged its ownership interest in Old Corkscrew Plantation V, LLC (the "OCP V Ownership Interest") (the "Second Pledge Agreement" and along with the First Pledge Agreement, collectively the "Pledge Agreements"), pursuant to which the Pledgors pledged their ownership interests in Old Corkscrew Plantation II, LLC, Old Corkscrew Plantation III, LLC, Old Corkscrew Plantation IV, LLC, Old Corkscrew Plantation V, LLC, Old Corkscrew Plantation VI, LLC and Old Corkscrew Plantation VII, LLC (as more fully described in Schedule I to the Pledge Agreement, hereinafter collectively referred to as the "OCP Ownership Interests") to secure multiple loan obligations including the FJRB Loan Documents and personal loans made by BMO to Franz Rosinus and (b) shall release any lien on the OCP Ownership Interests that may secure other obligations owed by the Pledgors to BMO.

(17) Bank Accounts are to be moved back to BMO on Effective Date of Plan.

Class 2 is impaired by the Plan and the Holder of the Class 2 Claim is entitled to vote to accept or reject the Plan.

5.4. Class 3: Secured Claim of Everglades Farm Equipment Co., Inc.

Class 3 consists of the Secured Claim of Everglades Farm Equipment Company, Inc., in the total amount of approximately $5,078.47, secured by a lien on a John Deere 6430 Standard Cab Tractor, #L06430H584362. The Allowed Class 3 Claim shall be satisfied by its holder retaining the Lien securing its Claim, and receiving payment in full of the Allowed Class 3 Claim with interest at the rate of 4.25% per annum within 30 days after the Effective Date. After receipt of payment in full of its Allowed Class 3 Claim, the Lien Securing the claim shall be released.

5.5. Class 4: Unsecured Claims (Non-insider).

5.5.1. Class 4 consists of Unsecured Claims (excluding claims of critical vendors expected to be satisfied prior to confirmation) of holders who are neither insiders nor affiliates of Debtors and are estimated to be in the total aggregate amount of approximately $1,218,805.74.

5.5.2. Each Holder of an Allowed Unsecured Claim in Class 4 shall receive Cash from the Reorganized Debtor in an amount equal to 100% of such Allowed Unsecured Claim, plus Postpetition Interest, paid as follows:

(a). Allowed Class 4 Claims held by persons who are neither insiders nor affiliates of Debtors will be paid in full with interest at 4.25% per annum within twelve months from the Effective Date. Payments will be made from Available Net Cash Flow on a pro rata basis until the full amount of the Allowed Class 4 Claim, plus interest is paid.

Class 4 is Impaired by the Plan and each Holder of an Allowed Unsecured Claim in Class 4 is entitled to vote to accept or reject the Plan.

5.6. Class 5: Unsecured Claims (Insider and affiliates and insiders, other than Felda).

5.6.1. Class 5 consists of Unsecured Claims excluding claims of critical vendors, non-insider claims and Felda's claim and constitutes unsecured claims of insiders and are in the total amount of approximately $5,199,685.30.

5.6.2. Each Holder of an Allowed Unsecured Claim in Class 5 shall receive Cash from the Reorganized Debtor in an amount equal to 100% of such Allowed Unsecured Claim, plus Postpetition Interest, paid as follows:

(a) After payment in full of all Allowed Class 4 Claims, Allowed Class 5 Claims held by persons who are insiders or affiliates of Debtors will be paid in full with interest at the rate of 4.25% per annum payable from the Debtors'50% share of Excess Cash Flow.

Class 5 is Impaired by the Plan and each Holder of an Allowed Unsecured Claim in Class 5 is entitled to vote to accept or reject the Plan.

5.7. Class 6: Unsecured Claim (Felda).

Class 6 consists of the intercompany claims of Felda in the approximate amount of $1,557,020.60. Pursuant to the agreement reached between the Debtors and Felda, Felda will not receive any distribution from the Debtors or the Reorganized Debtor.

Class 6 is deemed to have rejected the Plan.

5.8. Class 7: Equity Interests.

Class 7 consists of all Equity Interests. The holders of equity interests in the Debtors shall retain their equity interests in the Reorganized Debtor, subject to any preexisting liens in favor of BMO with respect to the equity holder's prior interests in the Debtors, in proportion to their respective equity interests in OCP Debtors prepetition, as follows:

Name	Percentage Interests
Corkscrew Plantation, Inc.	0.00211343%
Corkscrew Plantation II, Inc.	3.53889737%
Corkscrew Plantation III, Inc.	1.71165954%
Corkscrew Plantation IV, Inc.	3.74253532%
Corkscrew Plantation V, Inc.	15.4953367%
Corkscrew Plantation VI, Inc.	1.28126797%
OCP Opportunity I, LLC	32.81446927%
Four West, LLC	17.31913257%
Four West V, LLC	15.4953367%
Scott Westlake	2.76729579%
Larry C. Maddox & Ellaouise L. Maddox Revocable Trust	1.50813781%
Bowen Investments, LLC	1.38361267%
The Hoen Family Investments LLC	1.38361267%
BB Citrus Holdings, L.L.C.	1.55659218%

Class 7 is Impaired by the Plan and each Holder of an Equity Interest in Class 7 is entitled to vote to accept or reject the Plan.

ARTICLE 6
ACCEPTANCE OR REJECTION OF THE PLAN

6.1. Each Impaired Class Entitled to Vote Separately.

Except as otherwise provided in Article 6.4, the Holders of Claims or Equity Interests in each Impaired Class of Claims or Impaired Class of Equity Interests shall be entitled to vote separately to accept or reject the Plan.

6.2. Acceptance by Impaired Classes.

6.2.1. Classes 2, 3, 4, 5, 6 and 7 are Impaired under the Plan, and Holders of Claims in such Classes are entitled to vote to accept or reject the Plan. Pursuant to Section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if (a) the Holders (other than any Holder designated pursuant to Section 1126(e) of the Bankruptcy Code) of at least two-thirds in dollar amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (b) the Holders (other than any Holder designated pursuant to Section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan. If a Holder of a Claim holds more than one Claim in any one Class, all Claims of such Holder in such Class shall be aggregated and deemed to be one Claim for purposes of determining the number of Claims in such Class voting on the Plan.

6.3. Presumed Acceptance of Plan by Unimpaired Classes.

Class 1 is Unimpaired under the Plan. Pursuant to Section 1126(f) of the Bankruptcy Code, such Class and the Holders of Claims in such Class are conclusively presumed to have accepted the Plan and, thus, are not entitled to vote on the Plan. Accordingly, votes of Holders of Claims in Class 1 are not being solicited by the OCP Debtors. Except as otherwise expressly provided in the Plan, nothing contained herein or otherwise shall affect the rights and legal and equitable claims or defenses of the OCP Debtors or Reorganized Debtor in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to setoffs or recoupments against Unimpaired Claims.

6.4. Impairment Controversies.

If a controversy arises as to whether any Claim or Equity Interest, or any Class of Claims or Class of Equity Interests, is Impaired under the Plan, such Claim, Equity Interest or Class shall be treated as specified in the Plan unless the Bankruptcy Court shall determine such controversy upon motion of the party challenging the characterization of a particular Claim or Equity Interest, or a particular Class of Claims or Class of Equity Interests, under the Plan.

ARTICLE 7
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1. Assumption or Rejection of Executory Contracts and Unexpired Leases.

Pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that currently exist between either of the OCP Debtors and another Person or Entity listed on Exhibit B attached hereto shall be assumed by the Reorganized Debtor as of the Effective Date and the Cure Amounts set forth on Exhibit B paid pursuant to Section 3.1 of the Plan (collectively, the "Assumed Contracts"); provided, however, that the OCP Debtors reserve the right, on or prior to the Confirmation Date, to amend Exhibit B to add any executory contract or unexpired lease thereto or to delete any executory contract or unexpired lease therefrom, in which event such executory contract(s) or unexpired lease(s) shall be deemed to be assumed (if added) or rejected (if deleted). The OCP Debtors shall provide notice of any amendments to Exhibit B to the parties to the executory contracts and unexpired

leases affected thereby. The listing of a document on Exhibit B shall not constitute an admission by the OCP Debtors that such document is an executory contract or an unexpired lease or that the OCP Debtors has any liability thereunder. Any executory contract or unexpired lease that exists between the OCP Debtors and another Person or Entity and that is not listed on Exhibit B attached to the Plan shall be deemed rejected by the applicable OCP Debtor as of the Confirmation Date (collectively, the "Rejected Contracts"), except for any executory contract or unexpired lease that has been assumed or rejected in accordance with a Final Order entered on or before the Confirmation Date. For purposes of the Plan, (i) all non-compete agreements, confidentiality or non-disclosure agreements and indemnification agreements executed for the benefit of the OCP Debtors shall be deemed to be executory contracts and Assumed Contracts (even if not listed on Exhibit B), and (ii) except as provided in Article 7.7, all non-compete agreements, confidentiality or non-disclosure agreements and indemnification agreements executed by the OCP Debtors for the benefit of a third party shall be deemed to be executory contracts and Rejected Contracts.

7.2. Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases.

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute (i) the approval, pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases assumed pursuant to Article 7.1 hereof, and (ii) the approval, pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the executory contracts and unexpired leases rejected pursuant to Article 7.1 hereof. The assumption by any of the OCP Debtors of an Assumed Contract shall be binding upon any and all parties to such Assumed Contract as a matter of law, and each such Assumed Contract shall be fully enforceable by the Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan or an order of the Bankruptcy Court.

7.3. Inclusiveness.

Unless otherwise specified on Exhibit B, each executory contract and unexpired lease listed or to be listed on Exhibit B shall include all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affect such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed on Exhibit B.

7.4. Cure of Defaults.

Any lessor or other party to an Assumed Contract (except those lessors or other parties whose unexpired leases or executory contracts have been previously assumed by a Final Order of the Bankruptcy Court) asserting a Cure Claim in connection with the assumption of any unexpired lease or executory contract under Article 7.1, as contemplated by Section 365(b) of the Bankruptcy Code, must file such Cure Claim with the Bankruptcy Court on or before the Cure Claim Submission Deadline asserting all alleged amounts accrued or alleged defaults through the Effective Date. The Reorganized Debtor shall not, and need not as a condition to assuming or assuming and assigning any executory contract or unexpired lease under the Plan, Cure any

default relating to a Debtor's failure to perform a nonmonetary obligation under any executory contract or unexpired lease. Any lessor or other party to an Assumed Contract failing to file a Cure Claim by the Cure Claim Submission Deadline shall be forever barred from asserting, collecting or seeking to collect any amounts or defaults relating thereto against the OCP Debtors or Reorganized Debtor or the Property of any of them. The Reorganized Debtor shall have ninety (90) days from the Effective Date to file an objection to any Cure Claim. Any disputed Cure Claims shall be resolved either consensually or by the Bankruptcy Court. Except as may otherwise be agreed to by the parties, by no later than the date which is six (6) months after the Effective Date, the Reorganized Debtor shall cure any and all undisputed Cure Claims. All disputed Cure Claims shall be cured either within one hundred twenty (120) days after the entry of a Final Order determining the amount, if any, of the OCP Debtors' liability with respect thereto or as may otherwise be agreed to between the parties.

7.5. Claims under Rejected Executory Contracts and Unexpired Leases.

7.5.1. Unless otherwise ordered by the Bankruptcy Court, any Claim for damages arising by reason of the rejection of any executory contract or unexpired lease must be filed with the Bankruptcy Court on or before the Bar Date for rejection damage Claims in respect of such rejected executory contract or unexpired lease or such Claim shall be forever barred and unenforceable against the OCP Debtors or Reorganized Debtor or their Property. With respect to the Rejected Contracts, the Bar Date for filing rejection damage and other Claims with the Bankruptcy Court shall be thirty (30) days after the Confirmation Date. The Plan and any other order of the Bankruptcy Court providing for the rejection of an executory contract or unexpired lease shall constitute adequate and sufficient notice to Persons or Entities which may assert a Claim for damages from the rejection of an executory contract or unexpired lease of the Bar Date for filing a Claim in connection therewith.

7.5.2. All Claims for damages from the rejection of an executory contract or unexpired lease, once fixed and liquidated by the Bankruptcy Court and determined to be Allowed Claims, shall be Allowed Unsecured Claims in Class 3. Any such Claims that become Disputed Claims shall be Disputed Claims in Class 3 for purposes of administration of Distributions under the Plan to Holders of Allowed Unsecured Claims in Class 3.

7.6. Insurance Policies.

All of the OCP Debtors' insurance policies and any agreements, documents, or instruments relating thereto are treated as executory contracts under the Plan and are being assumed under the Plan. Nothing contained in the Plan shall constitute or be deemed a waiver of any Litigation Claim that the OCP Debtors or Reorganized Debtor may hold against any Person or Entity, including the insurers under any of the OCP Debtors' insurance policies.

7.7. Indemnification Rights.

All Claims for Indemnification Rights against the OCP Debtors by an Indemnitee for defense and indemnification shall be reinstated against Reorganized Debtor and rendered Unimpaired to the extent that such Indemnitee is entitled to defense or indemnification under applicable law, agreement or past policy of the OCP Debtors.

ARTICLE 8
MEANS OF IMPLEMENTATION OF THE PLAN

8.1. General Overview of the Plan.

The Plan provides for the continued ownership and operation of the Property of the OCP Estate by and through the Reorganized Debtor in accordance with and as set forth in the Plan. If the Substantive Consolidation is granted and the Plan is confirmed by the Bankruptcy Court, then, on the Effective Date of the Plan and except as expressly provided in the Plan, the Property of each of the OCP Estates will be consolidated and will vest in the Reorganized Debtor, and the Reorganized Debtor will thereafter manage such Property and implement the terms of the Plan, including making Distributions of Cash and Property to Holders of Allowed Claims, as applicable, all as set forth in the Plan. The Plan provides for Cash payments to Holders of Allowed Claims in certain instances, all as more particularly described in Articles 3 and 5 of the Plan.

The Plan shall be implemented on the Effective Date, and the primary source of the funds necessary to implement the Plan initially will be the funding under the DIP Loan. At the present time, the OCP Debtors believe that the Reorganized Debtor will have sufficient funds as of the Effective Date through funding of the DIP Loan to pay in full the expected payments required under the Plan, including to the Holders of Allowed Administrative Claims (including Allowed Administrative Claims of Professionals), the DIP Lender Allowed Claim, and Allowed Priority Claims. Cash payments to be made under the Plan after the Effective Date to the Holders of Allowed Claims will be derived from the operations of the Reorganized Debtor including as shown in the Projections.

8.2. Effective Date Actions.

8.2.1. Subject to the approval of the Bankruptcy Court and the satisfaction or waiver of the conditions precedent to the occurrence of the Effective Date contained in Article 11.2 of the Plan, on or as of the Effective Date, the Plan shall be implemented, the substantive consolidation of the OCP Debtors shall occur on the terms set forth in Article 10.2 of the Plan, and the Reorganized Debtor shall carry out all other obligations and responsibilities required under the Plan, including the execution and delivery of all documentation contemplated by the Plan and the Plan Documents.

8.3. Vesting of Property of OCP Estate in the Reorganized Debtor.

On the Effective Date, after giving effect to substantive consolidation as provided in Article 10.2 of the Plan, and except as otherwise expressly provided in the Plan, all Property of the OCP Estate (including the Litigation Claims) shall vest in the Reorganized Debtor free and clear of any and all Liens, Debts, obligations, Claims, Cure Claims, Liabilities, Equity Interests, and all other interests of every kind and nature except the Permitted Liens, and the Confirmation Order shall so provide. As of the Effective Date, the Reorganized Debtor may operate its business and use, acquire, and dispose of its Property, free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. All privileges with respect to the Property of the OCP Estates,

including the attorney/client privilege, to which the OCP Debtors are entitled shall automatically vest in, and may be asserted by or waived on behalf of, the Reorganized Debtor.

8.4. Continued Corporate Existence.

8.4.1. As of the Effective Date, the OCP Debtors will be substantively consolidated and merged into a single entity, and the Property of the Estates of Old Corkscrew Plantation, L.L.C.; Old Corkscrew Plantation II, L.L.C.; Old Corkscrew Plantation III, L.L.C.; Old Corkscrew Plantation IV, L.L.C.; Old Corkscrew Plantation V, L.L.C.; and Old Corkscrew Plantation VI, L.L.C. will be consolidated into one Estate, which Property will then vest in the Reorganized Debtor on the Effective Date. The Reorganized Debtor shall continue after the Effective Date to exist as a separate limited liability company, with all of the powers of a limited liability company under the Florida Limited Liability Company Act (as amended or supplemented), without prejudice to any right to terminate such existence (whether by merger, dissolution or otherwise) under applicable law after the Effective Date.

8.4.2. By the Effective Date, the Reorganized Debtor shall file any and all corporate or other documents, and shall take all other actions necessary or appropriate to effect the merger and consolidation of the OCP Debtors into a single limited liability company under the laws of the State of Florida as provided for in the Plan.

8.5. Corporate Action.

All matters provided for under the Plan involving the corporate structure of the OCP Debtors or the Reorganized Debtor, or any corporate action to be taken by or required of the OCP Debtors or the Reorganized Debtor, shall, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement for further action by the partners, members or managers of the OCP Debtors or the Reorganized Debtor.

8.6. Members and Managers of the Reorganized Debtor.

8.6.1. Subject to any requirement of Bankruptcy Court approval pursuant to Section 1129(a)(5) of the Bankruptcy Code, as of the Effective Date, without any further action by any party, the partners, members and managers, as the case may be, of the OCP Debtors immediately prior to the Effective Date shall be deemed to be the partners, members and managers of the Reorganized Debtor, provided that Four West, LLC shall be the managing member of the Reorganized Debtor, and the holders of equity interests in the Debtors shall be deemed to hold equity interests in the Reorganized Debtor in the proportionate interests as set forth in Article 5. Pursuant to Section 1129(a)(5) of the Bankruptcy Code, the OCP Debtors have disclosed, in the Disclosure Statement, the identity and affiliation of any individuals proposed to serve as the initial partners, members and managers of the Reorganized Debtor.

8.6.2. On and after the Effective Date, the operations of the Reorganized Debtor shall continue to be the responsibility of its members and managers, as the case may be, or as set forth in the applicable existing organizational or operational documents of the OCP Debtors. Each member and manager, as applicable, of the Reorganized Debtor shall serve from and after the Effective Date until his or her successor is duly elected or appointed and qualified or until his or

her earlier death, resignation or removal in accordance with the applicable articles, operating agreement or other organizational documents of the Reorganized Debtor.

8.6.3. From and after the Confirmation Date, the partners, members and managers, as applicable, of the OCP Debtors and the Reorganized Debtor, as the case may be, shall have all powers accorded by law to put into effect and carry out the Plan and the Confirmation Order.

8.6.4. To the extent that, as of the Effective Date, any of the OCP Debtors has in place employment, indemnification and other agreements with its partners, managers, members and employees who will continue in such capacities after the Effective Date, such agreements shall remain in place after the Effective Date, and the Reorganized Debtor will continue to honor such agreements.

8.7. Section 1146 Exemption.

Pursuant to Section 1146(a) of the Bankruptcy Code, the issuance, distribution, transfer or exchange of any security, or the making, delivery or recording of any instrument of transfer, pursuant to, in implementation of or as contemplated by the Plan or any Plan Document, or the vesting, re-vesting, transfer or sale of any Property of, by or in the OCP Debtors or their Estates or Reorganized Debtor pursuant to, in implementation of or as contemplated by the Plan or any Plan Document, or any transaction arising out of, contemplated by or in any way related to the foregoing, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangible or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall, by the Confirmation Order, be directed to forego the collection of any such tax or governmental assessment and to accept for filing and recording any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

8.8. Pursuit of Litigation Claims.

8.8.1. On the Effective Date, the Litigation Claims shall be vested in Reorganized Debtor. The Reorganized Debtor will have the right, in its sole and absolute discretion, to pursue, not pursue, settle, release or enforce any Litigation Claims without seeking any approval from the Bankruptcy Court except as provided in Article 8.9. The OCP Debtors are currently not in a position to express an opinion on the merits of any of the Litigation Claims or on the recoverability of any amounts as a result of any such Litigation Claims. For purposes of providing notice, the OCP Debtors state that any party in interest that engaged in business or other transactions with any of the OCP Debtors Prepetition or that received payments from either of the OCP Debtors Prepetition may be subject to litigation to the extent that applicable bankruptcy or non-bankruptcy law supports such litigation. The Reorganized Debtor will fund the costs and expenses (including legal fees) to pursue the Litigation Claims.

8.8.2. No Creditor or other party should vote for the Plan or otherwise rely on the Confirmation of the Plan or the entry of the Confirmation Order in order to obtain, or on the belief that it will obtain, any defense to any Litigation Claim. No Creditor or other party should act or refrain from acting on the belief that it will obtain any defense to any Litigation Claim.

ADDITIONALLY, EXCEPT AS SET FORTH IN THE TERM SHEET, THE PLAN DOES NOT, AND IS NOT INTENDED TO, RELEASE ANY LITIGATION CLAIM OR OBJECTIONS TO CLAIMS, AND ALL SUCH RIGHTS ARE SPECIFICALLY RESERVED IN FAVOR OF REORGANIZED DEBTOR. Creditors are advised that legal rights, claims and rights of action the OCP Debtors may have against them, if they exist, are retained under the Plan for prosecution unless a specific order of the Bankruptcy Court authorizes the OCP Debtors to release such claims. As such, Creditors are cautioned not to rely on (i) the absence of the listing of any legal right, claim or right of action against a particular Creditor in the Disclosure Statement, the Plan, or the Schedules, or (ii) the absence of litigation or demand prior to the Effective Date of the Plan as any indication that the OCP Debtors or Reorganized Debtor do not possess or do not intend to prosecute a particular claim or Litigation Claim if a particular Creditor votes to accept the Plan. It is the expressed intention of the Plan to preserve rights, objections to Claims, and rights of action of the OCP Debtors, whether now known or unknown, for the benefit of Reorganized Debtor. A Litigation Claim shall not, under any circumstances, be waived as a result of the failure of the OCP Debtors to describe such Litigation Claim with specificity in the Plan or in the Disclosure Statement; nor shall the Reorganized Debtor, as a result of such failure, be estopped or precluded under any theory from pursuing any such Litigation Claim. Nothing in the Plan operates as a release of any Litigation Claim.

8.8.3. The OCP Debtors do not presently know the full extent of the Litigation Claims and, for purposes of voting on the Plan, all Creditors are advised that Reorganized Debtor will have substantially the same rights that a Chapter 7 trustee would have with respect to the Litigation Claims. Accordingly, neither a vote to accept the Plan by any Creditor nor the entry of the Confirmation Order will act as a release, waiver, bar or estoppel of any Litigation Claim against such Creditor or any other Person or Entity, unless such Creditor, Person or Entity is specifically identified by name as a released party in the Plan, in the Confirmation Order, or in any other Final Order of the Bankruptcy Court. Confirmation of the Plan and entry of the Confirmation Order is not intended to and shall not be deemed to have any *res judicata* or collateral estoppel or other preclusive effect that would preclude, or inhibit prosecution of such Litigation Claim following Confirmation of the Plan.

8.8.4. At this time, the OCP Debtors believe the Litigation Claims consist primarily of avoidance actions under various provisions of the Bankruptcy Code against various trade Creditors and other Prepetition Creditors, and possible claims against certain insiders. A more detailed description of the Litigation Claims is set forth in the Disclosure Statement.

8.8.5. The OCP Estate shall remain open, even if the Bankruptcy Cases shall have been closed, as to any and all Litigation Claims until such time as the Litigation Claims have been fully administered and the recoveries therefrom have been received by Reorganized Debtor.

8.9. <u>Prosecution and Settlement of Litigation Claims</u>.

The Reorganized Debtor (a) may commence or continue in any appropriate court or tribunal any suit or other proceeding for the enforcement of any Litigation Claim which the OCP Debtors had or had power to assert immediately prior to the Effective Date, and (b) may settle or adjust such Litigation Claim. From and after the Effective Date, the Reorganized Debtor shall be authorized, pursuant to Bankruptcy Rule 9019 and Section 105(a) of the Bankruptcy Code, to

compromise and settle any Litigation Claim or objection to a Claim in accordance with the following procedures, which shall constitute sufficient notice in accordance with the Bankruptcy Code and the Bankruptcy Rules for compromises and settlements: (i) if the resulting settlement provides for settlement of a Litigation Claim or objection to a Claim originally asserted in a face amount equal to or less than $100,000.00, then the Reorganized Debtor may settle the Litigation Claim or objection to Claim and execute necessary documents, including a stipulation of settlement or release; and (ii) if the resulting settlement involves a Litigation Claim or objection to a Claim originally asserted in a face amount exceeding $100,000.00, then the Reorganized Debtor shall be authorized and empowered to settle such Litigation Claim or objection to Claim only upon Bankruptcy Court approval in accordance with Bankruptcy Rule 9019.

8.10. Effectuating Documents; Further Transactions.

Prior to the Effective Date, each member and manager, or other officer, of the OCP Debtors (and, on and after the Effective Date, each member and manager, or other officer, of Reorganized Debtor) shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, mortgages, and other agreements or documents, and take such actions as may be necessary or appropriate, to effectuate and further evidence the terms and conditions of the Plan or to otherwise comply with applicable law.

8.11. Cancellation of Existing Loan Documents and Agreements.

On the Effective Date, except as otherwise expressly provided in the Plan, (a) all notes, bonds, indentures, debentures or other instruments or documents evidencing or creating any indebtedness or obligations of the OCP Debtors with respect to Claims in Classes 1 through 6 shall be deemed cancelled, and (b) the obligations of the OCP Debtors under any such notes, bonds, indentures, debentures or other instruments or documents evidencing or creating any indebtedness or obligations of the OCP Debtors with respect thereto shall be discharged. Notwithstanding anything herein to the contrary, for those Allowed Claims proposed to be restructured by the OCP Debtors under the terms of the Plan, the documents evidencing such Allowed Claims shall be deemed modified to reflect the treatment proposed herein.

8.12. Exclusivity Period.

The OCP Debtors will retain the exclusive right to amend or modify the Plan, and to solicit acceptances of any amendments to or modifications of the Plan, through and until the Effective Date.

8.13. Dissolution of the Committee.

On the Effective Date of the Plan, the Committee if one has been formed shall be deemed dissolved and the members of the Committee and the Professionals employed by the Committee shall be deemed to have been released and discharged from any and all rights, duties and responsibilities arising out of or related to the Bankruptcy Cases.

8.14. Further Assurances and Enforcement.

In the event that either: (i) Net Cash Flow is not funded materially in accordance with the Plan; (ii) the Reorganized Debtor defaults under the Plan in any material way; or (iii) any Holder of an Allowed Class 4 Claim is not paid in full in accordance with the Plan, then the Holder of an Allowed Class 4 Claim may seek any or all of the following remedies:

(a) Reopening the Bankruptcy Cases;

(b) Revesting any or all of the property of the Reorganized Debtor; or

(c) Any other relief available to a Holder of an Allowed Unsecured Claim as of the Petition Date.

In such event, the Bankruptcy Court shall determine the appropriate remedy or remedies depending upon the facts and circumstances.

ARTICLE 9
PROVISIONS GOVERNING DISTRIBUTIONS

9.1. Initial Distribution.

As soon as reasonably practicable (as determined by the Reorganized Debtor) after the Effective Date, the Reorganized Debtor shall make the Distributions required under the Plan to Holders of Allowed Administrative Claims (including Allowed Administrative Claims of Professionals), Allowed Priority Claims and the DIP Lender Allowed Claim in accordance with the Plan (collectively, the "Initial Distribution"). Thereafter, the Reorganized Debtor shall make additional Distributions to Holders of Allowed Claims as and when required by the terms of the Plan.

9.2. Determination of Claims.

9.2.1. From and after the Effective Date, the Reorganized Debtor shall have the exclusive authority to, and shall, file, settle, compromise, withdraw, or litigate to judgment all objections to Claims. Except as to any late filed Claims and Claims resulting from the rejection of executory contracts or unexpired leases, if any, all objections to Claims shall be filed with the Bankruptcy Court by no later than ninety (90) days following the Effective Date (unless such period is extended by the Bankruptcy Court upon motion of the OCP Debtors or the Reorganized Debtor), and the Confirmation Order shall contain appropriate language to that effect. Objections to Claims resulting from the rejection of executory contracts or unexpired leases shall be filed on the later of (a) ninety (90) days following the Effective Date or (b) the date sixty (60) days after the Reorganized Debtor receives actual notice of the filing of such Claim.

9.2.2. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the Holder of the Claim if the OCP Debtors or the Reorganized Debtor, as the case may be, effect service in any of the following manners: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004, (b) to the extent counsel for the Holder of a Claim is unknown, by first class mail, postage

prepaid, on the signatory on the Proof of Claim or other representative identified on the Proof of Claim or any attachment thereto, or (c) by first class mail, postage prepaid, on any counsel that has filed a notice of appearance in the Bankruptcy Cases on behalf of the Holder of a Claim.

9.2.3. Disputed Claims shall be fixed or liquidated in the Bankruptcy Court as core proceedings within the meaning of 28 U.S.C. § 157(b)(2)(B) unless the Bankruptcy Court orders otherwise. If the fixing or liquidation of a contingent or unliquidated Claim would cause undue delay in the administration of the Bankruptcy Cases, such Claim shall be estimated by the Bankruptcy Court for purposes of allowance and Distribution. The OCP Debtors or the Reorganized Debtor may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Section 502(c) of the Bankruptcy Code regardless of whether the OCP Debtors or the Reorganized Debtor previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, such estimated amount will constitute either the Allowed Amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the OCP Debtors or the Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate allowance of such Claim. The determination of Claims in Estimation Hearings shall be binding for purposes of establishing the maximum amount of the Claim for purposes of allowance and Distribution. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Procedures for specific Estimation Hearings, including provisions for discovery, shall be set by the Bankruptcy Court giving due consideration to applicable Bankruptcy Rules and the need for prompt determination of the Disputed Claim.

9.3. Distributions.

9.3.1. Notwithstanding any provision herein to the contrary, no Distribution shall be made to the Holder of a Disputed Claim unless and until such Disputed Claim becomes an Allowed Claim. At such time that such Disputed Claim becomes an Allowed Claim, the Holder of such Allowed Claim shall receive the Distribution to which such Holder is then entitled under the Plan.

9.3.2. Notwithstanding any provision herein to the contrary, if, on any applicable Distribution Date, the Holder of a Claim is subject to a proceeding against it by the Reorganized Debtor under Section 502(d) of the Bankruptcy Code, then the Reorganized Debtor (in its sole discretion) may withhold a Distribution to such Holder until the final resolution of such proceeding.

9.3.3. As to any Disputed Claims, if, on the applicable distribution date, any Disputed Claims remain, then the Reorganized Debtor shall withhold from any such distribution the amount of funds that would be necessary to make the same proportionate distribution to the Holders of Claims which are Disputed Claims as if each such Disputed Claim were an Allowed Claim. At such time that the Disputed Claim becomes an Allowed Claim, the Holder of such

Allowed Claim shall receive the distribution to which such Holder is then entitled under the Plan, including any accrued interest.

9.3.4. Distributions to a Holder of an Allowed Claim shall be made at the address of such Holder set forth in the Schedules or on the books and records of the OCP Debtors or the Reorganized Debtor at the time of the Distribution, unless the Reorganized Debtor has been notified in writing of a change of address, including by the filing of a Proof of Claim or statement pursuant to Bankruptcy Rule 3003 by such Holder that contains an address for such Holder different than the address for such Holder as set forth in the Schedules. The Reorganized Debtor shall not be liable for any Distribution sent to the address of record of a Holder in the absence of the written change thereof as provided herein.

9.4. Unclaimed Distributions.

9.4.1. If the Holder of an Allowed Claim fails to negotiate a check for a Distribution issued to such Holder within sixty (60) days of the date such check was issued, then the Reorganized Debtor shall provide written notice to such Holder stating that, unless such Holder negotiates such check within thirty (30) days of the date of such notice, the amount of Cash attributable to such check shall be deemed to be unclaimed, such Holder shall be deemed to have no further Claim in respect of such check, such Holder's Allowed Claim shall no longer be deemed to be Allowed, and such Holder shall not be entitled to participate in any further Distributions under the Plan in respect of such Claim.

9.4.2. If a check for a Distribution made pursuant to the Plan to any Holder of an Allowed Claim is returned to the Reorganized Debtor due to an incorrect or incomplete address for the Holder of such Allowed Claim, and no claim is made in writing to the Reorganized Debtor as to such check within sixty (60) days of the date such Distribution was made, then the amount of Cash attributable to such check shall be deemed to be unclaimed, such Holder shall be deemed to have no further Claim in respect of such check, such Holder's Allowed Claim shall no longer be deemed to be Allowed, and such Holder shall not be entitled to participate in any further Distributions under the Plan in respect of such Claim.

9.4.3. Any unclaimed Distribution as described above sent by the Reorganized Debtor shall become the property of the Reorganized Debtor.

9.5. Transfer of Claim.

In the event that the Holder of any Claim shall transfer such Claim on and after the Effective Date, such Holder shall immediately advise the Reorganized Debtor in writing of such transfer and provide sufficient written evidence, in the Reorganized Debtor's reasonable discretion, of such transfer. The Reorganized Debtor shall be entitled to assume that no transfer of any Claim has been made by any Holder unless and until the Reorganized Debtor shall have received written notice to the contrary. Each transferee of any Claim shall take such Claim subject to the provisions of the Plan and to any request made, waiver or consent given or other action taken hereunder and, except as otherwise expressly provided in such notice, the Reorganized Debtor shall be entitled to assume conclusively that the transferee named in such notice shall thereafter be vested with all rights and powers of the transferor under the Plan.

9.6. One Distribution Per Holder.

If the Holder of a Claim holds more than one Claim in any one Class, all Claims of such Holder in such Class shall be aggregated and deemed to be one Claim for purposes of Distribution hereunder, and only one Distribution shall be made with respect to the single aggregated Claim.

9.7. Effect of Pre-Confirmation Distributions.

Nothing in the Plan shall be deemed to entitle the Holder of a Claim that received, prior to the Effective Date, full or partial payment of such Holder's Claim, by way of settlement or otherwise, pursuant to an order of the Bankruptcy Court, provision of the Bankruptcy Code, or other means, to receive a duplicate payment in full or in part pursuant to the Plan; and all such full or partial payments shall be deemed to be payments made under the Plan for purposes of satisfying the obligations of the OCP Debtors or the Reorganized Debtor to such Holder under the Plan.

9.8. No Interest on Claims.

Except as expressly stated in the Plan or otherwise Allowed by a Final Order of the Bankruptcy Court, no Holder of an Allowed Claim shall be entitled to the accrual of Postpetition interest or the payment of Postpetition interest, penalties, or late charges on account of such Allowed Claim for any purpose.

9.9. Compliance with Tax Requirements.

In connection with the Plan, the Reorganized Debtor shall comply with all tax withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities, and all Distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding the above, each Holder of an Allowed Claim that is to receive a Distribution under the Plan shall have the 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.

ARTICLE 10
SUBSTANTIVE CONSOLIDATION OF THE OCP ESTATES

10.1. Request for Substantive Consolidation.

The Plan will serve as, and will be deemed to be, a motion by the OCP Debtors for the entry of an order approving the substantive consolidation (the "Substantive Consolidation Motion") of the OCP Debtors, subject to the occurrence of the Effective Date. Confirmation of the Plan shall constitute approval of the Substantive Consolidation Motion by the Bankruptcy Court, and the Confirmation Order shall contain findings supporting and conclusions providing for substantive consolidation of the OCP Debtors on the terms set forth in Article 10.2 below.

10.2. Effect of Substantive Consolidation.

As a result of the substantive consolidation of the OCP Debtors, (a) the Bankruptcy Cases shall be consolidated into the Bankruptcy Case of Old Corkscrew Plantation, LLC; (b) all Property of the Estate of each OCP Debtor shall be deemed to be Property of the consolidated Estate; (c) all Claims against each Estate shall be deemed to be Claims against the consolidated Estate, any Proof of Claim filed against one or more of the OCP Debtors shall be deemed to be a single Claim filed against the consolidated Estate, all duplicate Proofs of Claim for the same Claim filed against more than one of the OCP Debtors shall be deemed expunged, and all duplicate Claims for the same Claim scheduled against more than one of the OCP Debtors shall be deemed expunged; (d) all guarantees by one OCP Debtor of the obligations of the other OCP Debtors shall be deemed cancelled, annulled and extinguished, and no Distributions under the Plan shall be made on account of Claims based upon such guarantees; and (e) for purposes of determining the availability of the right of setoff under Section 553 of the Bankruptcy Code, each of the OCP Debtors shall be treated as one consolidated entity so that, subject to the other provisions of Section 553 of the Bankruptcy Code, debts due to one of the OCP Debtors may be set off against the debts of the other OCP Debtor.

As of the Effective Date, Four West, LLC shall be the managing member of the Reorganized Debtor, and the holders of equity interests in the Debtors shall be deemed to hold equity interests in the Reorganized Debtor in the proportionate interests as set forth in Article 5.

ARTICLE 11
CONDITIONS PRECEDENT TO CONFIRMATION OF THE PLAN AND THE EFFECTIVE DATE

11.1. Conditions Precedent to Confirmation of the Plan.

The following are conditions precedent to Confirmation of the Plan, each of which may be waived by the OCP Debtors:

11.1.1. The Bankruptcy Court shall have entered the Disclosure Statement Approval Order.

11.1.2. The Bankruptcy Court shall have made such findings and determinations regarding the Plan as shall enable the entry of the Confirmation Order in a manner consistent with the provisions of the Plan and in a form and substance acceptable to the OCP Debtors.

11.1.3. The Bankruptcy Court shall have entered an order (which may be part of the Confirmation Order) granting the Substantive Consolidation and providing for the substantive consolidation of the OCP Estates as of the Effective Date in accordance with Article 10.2 of the Plan.

11.2. Conditions Precedent to the Effective Date.

The Plan shall not be consummated and the Effective Date shall not occur unless each of the following conditions has been satisfied following the Confirmation Date or waived by the OCP Debtors:

11.2.1. The Confirmation Order shall be a Final Order.

11.2.2. Each Plan Document shall be in form and substance acceptable to the OCP Debtors.

11.3. Notice of the Effective Date.

Promptly following the satisfaction or waiver of all of the conditions set forth in Article 11.2, the OCP Debtors shall file a notice (the "Effective Date Notice") with the Bankruptcy Court designating the Effective Date.

ARTICLE 12
DISCHARGE, EXCULPATION FROM LIABILITY, RELEASE, AND GENERAL INJUNCTION

12.1. Discharge of Claims.

Except as otherwise expressly provided in the Plan or in the Confirmation Order, the Confirmation Order shall operate as a discharge, pursuant to Section 1141(d) of the Bankruptcy Code, to the fullest extent permitted by applicable law, as of the Effective Date, of the OCP Debtors and the OCP Estates and the Reorganized Debtor from any and all Debts, Liabilities or Claims of any nature whatsoever against the OCP Debtors that arose at any time prior to the Effective Date, including any and all Claims for principal and interest, whether accrued before, on or after the Petition Date. Except as otherwise expressly provided in the Plan or in the Confirmation Order, but without limiting the generality of the foregoing, on the Effective Date, the OCP Debtors and their Estates and the Reorganized Debtor, and their respective successors or assigns, shall be discharged, to the fullest extent permitted by applicable law, from any Claim or Debt that arose prior to the Effective Date and from any and all Debts of the kind specified in Section 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a Proof of Claim based on such Debt was filed pursuant to Section 501 of the Bankruptcy Code, (b) a Claim based on such Debt is an Allowed Claim pursuant to Section 502 of the Bankruptcy Code, or (c) the Holder of a Claim based on such Debt has voted to accept the Plan. As of the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, all Persons and Entities, including all Holders of Claims or Equity Interests, shall be forever precluded and permanently enjoined to the fullest extent permitted by applicable law from asserting directly or indirectly against the OCP Debtors or the OCP Estate or the Reorganized Debtor, or any of their respective successors and assigns, or the assets or Property of any of them, any other or further Claims, Debts, rights, causes of action, remedies, Liabilities or Equity Interests based upon any act, omission, document, instrument, transaction, event, or other activity of any kind or nature that occurred prior to the Effective Date or that occurs in connection with implementation of the Plan, and the Confirmation Order shall contain appropriate injunctive language to that effect. In accordance with the foregoing, except as otherwise expressly provided in the Plan or in the Confirmation Order, the Confirmation Order shall be a judicial determination of the discharge or termination of all such Claims and other Debts and Liabilities against the OCP Debtors, pursuant to Sections 524 and 1141 of the Bankruptcy Code, to the fullest extent permitted by applicable law, and such discharge shall void any judgment obtained against the OCP Debtors, at any time, to the extent that such judgment relates to a discharged or terminated Claim, Liability, Debt or

Equity Interest. Notwithstanding the foregoing, Reorganized Debtor shall remain obligated to make payments and Distributions to Holders of Allowed Claims as required pursuant to the Plan.

12.2. Exculpation from Liability.

The OCP Debtors and their respective partners, members and managers, the Professionals for the OCP Debtors (acting in such capacity), the Committee and its members (but solely in their capacity as members of the Committee and not individually), the Professionals for the Committee (acting in such capacity), and the DIP Lender (collectively, the "Exculpated Parties") shall neither have nor incur any liability whatsoever to any Person or Entity for any act taken or omitted to be taken in good faith in connection with or related to the formulation, preparation, dissemination, implementation, confirmation, or consummation of the Plan, the Disclosure Statement, any Plan Document, or any contract, instrument, release, or other agreement or document created or entered into, or any other act taken or omitted to be taken, in connection with the Plan or the Bankruptcy Cases, in each case for the period on and after the Petition Date; provided, however, that this exculpation from liability provision shall not be applicable to any liability found by a court of competent jurisdiction to have resulted from fraud or the willful misconduct or gross negligence of any such party. The rights granted under this Article 12.2 are cumulative with (and not restrictive of) any and all rights, remedies, and benefits that the Exculpated Parties have or obtain pursuant to any provision of the Bankruptcy Code or other applicable law. This exculpation from liability provision is an integral part of the Plan and is essential to its implementation. Notwithstanding anything to the contrary contained herein, the provisions of this Article 12.2 shall not release any of the Litigation Claims.

12.3. General Injunction.

Pursuant to Sections 105, 1123, 1129 and 1141 of the Bankruptcy Code, in order to preserve and implement the various transactions contemplated by and provided for in the Plan, as of the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, all Persons or Entities that have held, currently hold or may hold a Claim, Debt, Liability or Equity Interest that is discharged or terminated pursuant to the terms of the Plan are and shall be permanently enjoined and forever barred to the fullest extent permitted by law from taking any of the following actions on account of any such discharged or terminated Claims, Debts, Liabilities, or Equity Interests, other than actions brought to enforce any rights or obligations under the Plan or the Plan Documents: (a) commencing or continuing in any manner any action or other proceeding against the OCP Debtors or the Reorganized Debtor or their respective Property; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the OCP Debtors, or the Reorganized Debtor, or their respective Property; (c) creating, perfecting or enforcing any Lien or encumbrance against the OCP Debtors, or the Reorganized Debtor, or their respective Property; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the OCP Debtors or the Reorganized Debtor; (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order; or (f) interfering with or in any manner whatsoever disturbing the rights and remedies of the OCP Debtors or the Reorganized Debtor under the Plan and the Plan Documents and the other documents executed in connection therewith. The OCP Debtors and the Reorganized Debtor shall have the right to independently seek enforcement of this general

injunction provision. This general injunction provision is an integral part of the Plan and is essential to its implementation. Notwithstanding anything to the contrary contained herein, the provisions of this Article 12.3 shall not release any of the Litigation Claims.

12.4. Term of Certain Injunctions and Automatic Stay.

12.4.1. With respect to all lawsuits pending in courts in any jurisdiction (other than the Bankruptcy Court) that seek to establish the OCP Debtors' liability on Prepetition Claims asserted therein and that are stayed pursuant to Section 362 of the Bankruptcy Code, such lawsuits shall be deemed dismissed as to the OCP Debtors as of the Effective Date, unless the OCP Debtors affirmatively elect to have the OCP Debtors' liability established by such other courts, and any pending motions seeking relief from the automatic stay for purposes of continuing any such lawsuits in such other courts shall be deemed denied as of the Effective Date, and the automatic stay shall continue in effect, unless the OCP Debtors affirmatively elect to have the automatic stay lifted and to have the OCP Debtors' liability established by such other courts; and the Prepetition Claims at issue in such lawsuits shall be determined and either Allowed or disallowed in whole or part by the Bankruptcy Court pursuant to the applicable provisions of the Plan, unless otherwise elected by the Debtors as provided herein.

12.4.2. Upon the execution of definitive documents evidencing the final agreements between the parties and entry of the Confirmation Order, the Guarantor Lawsuit shall be dismissed without prejudice.

12.5. No Liability for Tax Claims.

Unless a taxing Governmental Unit has asserted a Claim against the OCP Debtors before the Governmental Unit Bar Date or Administrative Claim Bar Date established therefor, no Claim of such Governmental Unit shall be Allowed against the OCP Debtors, the Reorganized Debtor or their respective members, managers or other officers, employees or agents for taxes, penalties, interest, additions to tax or other charges arising out of (i) the failure, if any, of the OCP Debtors, any of their Affiliates, or any other Person or Entity to have paid tax or to have filed any tax return (including any income tax return or franchise tax return) in or for any prior year or period, or (ii) an audit of any return for a period before the Petition Date.

12.6. Regulatory or Enforcement Actions.

Nothing in this Plan shall restrict any federal government regulatory agency from pursuing any regulatory or police enforcement action against the OCP Debtors, the Reorganized Debtor, or their respective successors or assigns, but only to the extent not prohibited by the automatic stay of Section 362 of the Bankruptcy Code or discharged or enjoined pursuant to Section 524 or 1141(d) of the Bankruptcy Code.

ARTICLE 13
RETENTION OF JURISDICTION

13.1. General Retention.

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, and except as expressly provided in the Confirmation Order as it shall have become a Final Order, or the Plan Documents, until the Bankruptcy Cases are closed, the Bankruptcy Court shall retain the fullest and most extensive jurisdiction of and over the Bankruptcy Cases that is permitted by applicable law, including that necessary to ensure that the purposes and intent of the Plan are carried out.

13.2. Specific Purposes.

In addition to the general retention of jurisdiction set forth in Article 13.1, after Confirmation of the Plan and until the Bankruptcy Cases are closed, and except as expressly provided in the Confirmation Order as it shall have become a Final Order, or the Plan Documents, the Bankruptcy Court shall retain jurisdiction of the Bankruptcy Cases for the following specific purposes.

13.2.1. to allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any application for an Administrative Claim, and to determine any and all objections to the allowance or priority of Claims or Equity Interests;

13.2.2. to determine any and all cases, controversies, suits or disputes arising under or relating to the Bankruptcy Cases, the Plan or the Confirmation Order (including regarding the effect of any exculpation, discharge, limitation of liability, or injunction provisions provided for herein or affected hereby and regarding whether the conditions precedent to the consummation and/or Effective Date of the Plan have been satisfied);

13.2.3. to determine any and all applications for allowance of compensation of Professionals and reimbursement of expenses under Section 330, 331 or 503(b) of the Bankruptcy Code arising out of or relating to the Bankruptcy Cases; provided, however, that this retention of jurisdiction shall not require prior Bankruptcy Court approval of the payment of fees and reimbursement of expenses of Professionals incurred after the Effective Date unless an objection to such fees and expenses has been made by Reorganized Debtor;

13.2.4. to determine any and all motions pending as of the date of the Confirmation Hearing (including pursuant to the Plan) for the rejection, assumption, or assignment of executory contracts or unexpired leases to which the OCP Debtors are a party or with respect to which the OCP Debtors may be liable, and to determine the allowance of any Claims resulting from the rejection thereof or any Cure Claims;

13.2.5. to determine any and all motions, applications, adversary proceedings, contested or litigated matters, Litigation Claims, and any other matters involving the OCP Debtors or Reorganized Debtor commenced in connection with, or arising during, the

Bankruptcy Cases and pending on the Effective Date, including approval of proposed settlements thereof;

13.2.6. to enforce, interpret and administer the terms and provisions of the Plan and the Plan Documents;

13.2.7. to modify any provisions of the Plan to the fullest extent permitted by the Bankruptcy Code and the Bankruptcy Rules;

13.2.8. to consider and act on the compromise and settlement of any Claim against or Equity Interest in the OCP Debtors or the OCP Estate;

13.2.9. to assure the performance by Reorganized Debtor of its obligations under the Plan;

13.2.10. to correct any defect, cure any omission, reconcile any inconsistency or make any other necessary changes or modifications in or to the Disclosure Statement, the Plan, the Plan Documents, the Confirmation Order, or any exhibits or schedules to the foregoing, as may be necessary or appropriate to carry out the purposes and intent of the Plan, including the adjustment of the date(s) of performance under the Plan in the event the Effective Date does not occur as provided herein so that the intended effect of the Plan may be substantially realized thereby;

13.2.11. to resolve any disputes concerning any release or exculpation of, or limitation of liability as to, a non-debtor (including any Professional) hereunder or the injunction against acts, employment of process or actions against such non-debtor (including any Professional) arising hereunder;

13.2.12. to enforce all orders, judgments, injunctions and rulings entered in connection with the Bankruptcy Cases;

13.2.13. to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Confirmation Order, including the Plan Documents;

13.2.14. to review and approve any sale or transfer of assets or Property by the OCP Debtors or the Reorganized Debtor, including prior to or after the date of the Plan, and to determine all questions and disputes regarding such sales or transfers;

13.2.15. to determine all questions and disputes regarding title to the assets or Property of the OCP Debtors, the OCP Estate or the Reorganized Debtor;

13.2.16. to determine any and all matters, disputes and proceedings relating to the Litigation Claims, whether arising before or after the Effective Date;

13.2.17. to determine any motions or contested matters involving taxes, tax refunds, tax attributes, tax benefits and similar or related matters with respect to the OCP Debtors arising on or prior to the Effective Date or arising on account of transactions contemplated by the Plan;

13.2.18. to resolve any determinations which may be requested by the OCP Debtors or Reorganized Debtor of any unpaid or potential tax liability or any matters relating thereto under Sections 505 and 1146 of the Bankruptcy Code, including tax liability or such related matters for any taxable year or portion thereof ending on or before the Effective Date;

13.2.19. to issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with consummation, implementation or enforcement of the Plan or the Confirmation Order;

13.2.20. to enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

13.2.21. to determine any other matters that may arise in connection with or relating to the Plan, the Disclosure Statement, the Confirmation Order or the Plan Documents;

13.2.22. to enter such orders as are necessary to implement and enforce the injunctions described herein;

13.2.23. to enforce the obligations of any purchaser of any Property of the OCP Debtors;

13.2.24. to enter an order on the Substantive Consolidation Motion;

13.2.25. to determine such other matters and for such other purposes as may be provided for in the Confirmation Order or as may from time to time be authorized under the provisions of the Bankruptcy Code or any other applicable law; and

13.2.26. to enter an order concluding and terminating the Bankruptcy Cases.

13.2.27. to enforce the terms and provisions of the Term Sheet as identified in § 5.3(8) of this Plan.

13.3. Closing of the Bankruptcy Cases.

In addition to the retention of jurisdiction set forth in Articles 13.1 and 13.2, the Bankruptcy Court shall retain jurisdiction of the Bankruptcy Cases to enter an order reopening the Bankruptcy Cases after they have been closed.

ARTICLE 14
MODIFICATION OF PLAN AND CONFIRMATION OVER OBJECTIONS

14.1. Modification of Plan.

14.1.1. The OCP Debtors, with the prior written consent of the Committee, which consent will not unreasonably be withheld, may modify the Plan at any time prior to the entry of the Confirmation Order provided that the Plan, as modified, and the Disclosure Statement meet applicable Bankruptcy Code and Bankruptcy Rules requirements; provided, however, that such modification must not be inconsistent with the Term Sheet.

14.1.2. After the entry of the Confirmation Order, the OCP Debtors (prior to the Effective Date) or Reorganized Debtor (on and after the Effective Date) may modify the Plan or the other Plan Documents to remedy any defect or omission herein, or to reconcile any inconsistencies between the Plan or such other Plan Documents and the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan, provided that (a) the OCP Debtors or Reorganized Debtor (as the case may be) obtain Bankruptcy Court approval for such modification, after notice and a hearing, (b) such modification does not materially adversely affect the interests, rights, or treatment of any Class of Claims or Equity Interests under the Plan, (c) such modification must not be inconsistent with the Term Sheet, and (d) the Committee consents in writing to the modification relating to modifications impacting Class 4, which consent will not unreasonably be withheld.

14.1.3. After the entry of the Confirmation Order and before the Effective Date of the Plan, the OCP Debtors (prior to the Effective Date) or Reorganized Debtor (on or after the Effective Date) may modify the Plan or the other Plan Documents in a way that materially adversely affects the interests, rights, or treatment of a Class of Claims or Equity Interests, provided that (a) the Plan and such other Plan Documents, as modified, meet applicable Bankruptcy Code requirements, (b) the OCP Debtors or Reorganized Debtor (as the case may be) obtain Bankruptcy Court approval for such modification, after notice, including to the Class of Claims or Equity Interests materially adversely affected and a hearing, (c) such modification is accepted by (i) at least two-thirds in dollar amount, and more than one-half in number, of the Allowed Claims actually voting in each Class of Claims adversely affected by such modification or (ii) at least two-thirds in amount of Allowed Equity Interests actually voting in each Class of Equity Interests adversely affected by such modification, (d) the OCP Debtors or Reorganized Debtor (as the case may be) comply with Section 1125 of the Bankruptcy Code with respect to the Plan or such other Plan Documents, as modified, and (e) the Committee consents in writing to the modification relating to modifications impacting Class 4, which consent will not unreasonably be withheld.

14.1.4. Notwithstanding anything to the contrary contained in this Article 14.1 or elsewhere in the Plan, the Plan may not be altered, amended or modified without the written consent of the OCP Debtors (prior to the Effective Date) or Reorganized Debtor (on and after the Effective Date).

14.2. Confirmation Over Objections.

In the event any Impaired Class of Claims or Equity Interests votes against the Plan, and the Plan is not revoked or withdrawn in accordance with Article 15.2, the OCP Debtors hereby request, and shall be allowed, to modify the terms of the Plan or the other Plan Documents to effect a "cramdown" on such dissenting Class by (a) restructuring the treatment of any Class on terms consistent with Section 1129(b)(2)(B) of the Bankruptcy Code, (b) deleting distributions to all Classes at or below the level of the objecting Class, or reallocating such distributions, until such impaired senior Classes are paid in accordance with the absolute priority rule of Section 1129(b) of the Bankruptcy Code, or (c) otherwise allowed under applicable law, including to propose a "new value" plan. The OCP Debtors may make such modifications or amendments to the Plan or other Plan Documents and such modifications or amendments shall be filed with the Bankruptcy Court and served on all parties in interest entitled to receive notice prior to the Confirmation Hearing. No such modifications shall require any resolicitation of acceptances as to the Plan by any Class of Claims or Equity Interests unless the Bankruptcy Court shall require otherwise. Notwithstanding any provision of the Plan to the contrary, the OCP Debtors reserve any and all rights they may have to challenge the validity, perfection, priority, scope and extent of any Liens in respect to any Secured Claims and the amount of any Secured Claims, the Holders of which have not accepted the Plan.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1. No Admissions.

The Plan provides for the resolution, settlement and compromise of Claims against and Equity Interests in the OCP Debtors. Nothing herein shall be construed to be an admission of any fact or otherwise binding upon the OCP Debtors in any manner prior to the Effective Date.

15.2. Revocation or Withdrawal of the Plan.

The OCP Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the OCP Debtors revoke or withdraw the Plan, or if Confirmation of the Plan does not occur, then the Plan shall be deemed null and void in all respects and nothing contained in the Plan shall be deemed to (a) constitute a waiver or release of any Claims against, or Equity Interests in, the OCP Debtors or any other Person, or (b) prejudice in any manner the rights of the OCP Debtors or any other Person in any further proceedings involving the OCP Debtors.

15.3. Standard for Approval of the Bankruptcy Court.

In the event any of the matters described herein are brought for approval before the Bankruptcy Court, then any such approval shall mean the entry of an order by the Bankruptcy Court approving the matter using the standards for approval of similar matters by a Chapter 11 debtor in possession.

15.4. Further Assurances.

Each of the OCP Debtors and Reorganized Debtor agree, and are hereby authorized, to execute and deliver any and all papers, documents, contracts, agreements and instruments which may be reasonably necessary to carry out and implement the terms and conditions of the Plan.

15.5. Headings.

The headings and table of contents used in the Plan are for convenience and reference only and shall not constitute a part of the Plan for any other purpose or in any manner affect the construction of the provisions of the Plan.

15.6. Notices.

All notices, requests or other communications in connection with, or required to be served by, the Plan shall be in writing and shall be sent by United States first class mail, postage prepaid, or by overnight delivery by a recognized courier service, and addressed as follows: (i) if to the OCP Debtors or Reorganized Debtor, to OCP, c/o Scott Westlake, Manager, 4371 Bonita Bay Blvd., Suite 1903, Bonita Springs, FL 34134, with a copy to: R. Pete Smith, McDowell, Rice, Smith & Buchanan, P.C., The Skelly Building, 605 West 47th Street, Suite 350, Kansas City, MO 64112-1905. Copies of all notices under the Plan to any party shall be given to each of the parties listed above contemporaneously with the giving of such notice. Any of the parties listed above may change the person or address to whom or to which notices are to be given hereunder by filing a written instrument to that effect with the Bankruptcy Court. Notwithstanding anything to the contrary contained in the Plan, no notice shall be required hereunder to the Committee if it is no longer in existence.

15.7. Governing Law.

Except to the extent that federal law (including the Bankruptcy Code or the Bankruptcy Rules) is applicable, or where the Plan or Plan Documents, or the provision of any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan or other Plan Documents provides otherwise, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without giving effect to the principles of conflicts of law thereof.

15.8. Limitation on Allowance.

No attorneys' fees, punitive damages, penalties, exemplary damages, or interest shall be paid with respect to any Claim or Equity Interest except as otherwise expressly provided in the Plan or as Allowed by a Final Order of the Bankruptcy Court.

15.9. Estimated Claims.

To the extent any Claim is estimated for any purpose other than for voting on the Plan, then in no event shall such Claim be Allowed in an amount greater than the estimated amount.

15.10. Consent to Jurisdiction.

Upon any default under the Plan, the OCP Debtors and Reorganized Debtor consent to the jurisdiction of the Bankruptcy Court and agree that the Bankruptcy Court shall be the preferred forum for all proceedings relating to any such default, except to the extent expressly provided in the Plan Documents. Subject to the limitations contained in Article 13, by accepting any Distribution under or in connection with the Plan, by filing any Proof of Claim, by filing any Administrative Claim or Cure Claim, by voting on the Plan, by reason of being served with notice of the filing of the Bankruptcy Cases or the Confirmation Hearing, or by entering an appearance in the Bankruptcy Cases, Creditors, Holders of Equity Interests and other parties in interest, including foreign Creditors and foreign parties in interest, have consented, and shall be deemed to have expressly consented, to the jurisdiction of the Bankruptcy Court for all purposes with respect to any and all matters relating to, arising under or in connection with the OCP Debtors, the Plan or the Bankruptcy Cases, including the matters and purposes set forth in Article 13 of the Plan. The Bankruptcy Court shall maintain jurisdiction to the fullest extent allowed under applicable law over all matters set forth in Article 13 of the Plan.

15.11. Setoffs.

Subject to the limitations provided in Section 553 of the Bankruptcy Code, Reorganized Debtor may, but shall not be required to, set off against any Claim and any Distribution to be made pursuant to the Plan in respect of such Claim, claims of any nature whatsoever the OCP Debtors or Reorganized Debtor may have against the Holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by Reorganized Debtor of any such claim that the OCP Debtors or Reorganized Debtor may have against the Holder of such Claim.

15.12. Successors and Assigns.

The rights, benefits, duties and obligations of any Person or Entity named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person or Entity.

15.13. Modification of Payment Terms.

The Reorganized Debtor reserves the right to modify the treatment of any Allowed Claim, as provided in Section 1123(a)(4) of the Bankruptcy Code, at any time after the Effective Date, upon the consent of the Holder of such Allowed Claim.

15.14. Entire Agreement.

The Plan and the Plan Documents set forth the entire agreement and undertakings relating to the subject matter thereof and supersede all prior discussions and documents. No Person or Entity shall be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter thereof, other than as expressly provided for therein or as may hereafter be agreed to by such Person or Entity in writing.

15.15. Severability of Plan Provisions.

If, prior to Confirmation of the Plan, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the OCP Debtors, shall have the power to alter or 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. 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 or provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable.

15.16. Controlling Document.

To the extent the Confirmation Order or the Plan is inconsistent with the Disclosure Statement or any agreement entered into between the Debtors or Reorganized Debtor and any third party, unless otherwise expressly provided in the Plan or the Confirmation Order, the Confirmation Order and the Plan shall control over the Disclosure Statement and any such agreement. The Confirmation Order (and any other Final Orders of the Bankruptcy Court) shall be construed together and consistent with the terms of the Plan; provided, however, to the extent the Confirmation Order is inconsistent with the Plan, the Confirmation Order shall control over the Plan.

15.17. Plan Supplement.

The Plan Supplement shall be filed with the Bankruptcy Court at least ten (10) days prior to the Voting Deadline; provided, however, that the OCP Debtors may amend the Plan Supplement through and including the Confirmation Date. Upon its filing with the Bankruptcy Court, the Plan Supplement may be inspected at the Clerk's Office during normal business hours, may be obtained from the Bankruptcy Court's copying service upon the payment of the appropriate charges, or may be obtained from Bankruptcy Counsel.

15.18. Computation of Time.

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

15.19. Substantial Consummation.

The Plan shall be deemed to be substantially consummated within the meaning of Section 1101 of the Bankruptcy Code upon commencement by Reorganized Debtor of the Initial Distribution described in Article 9.1 of the Plan.

Respectfully submitted,

OLD CORKSCREW PLANTATION, LLC
By FOUR WEST, LLC

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION II, LLC
By FOUR WEST, LLC

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION III, LLC
By FOUR WEST, LLC

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION IV, LLC
By FOUR WEST, LLC

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION V, LLC
By FOUR WEST V, LLC

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION VI, LLC
By FOUR WEST, LLC

By: _____
Scott Westlake, Managing Member

BERGER SINGERMAN LLP
1450 Brickell Avenue, Suite 1900
Miami, FL 33131
Phone: (305)755-9500
Fax: (305) 714-4340

By: */s/ Debi Evans Galler*
Debi Evans Galler
Florida Bar No. 985236
dgaller@bergersingerman.com

McDowell Rice Smith & Buchanan, PC
605 W. 47th Street, Suite 350
Kansas City, MO 64112
Phone: (816) 753-5400
Fax: (816) 753-9996
Donald G. Scott
dscott@mcdowellrice.com

Exhibit A
Term Sheet

TERM SHEET

The following term sheet dated this 14th day of November, 2011, (the "Term Sheet") is intended only as an outline of basic terms tentatively agreed to between BMO Harris Bank, N.A., successor by merger to M&I Marshall & Ilsley Bank (the "Bank"), and Old Corkscrew Plantation, LLC, Old Corkscrew Plantation II, LLC, Old Corkscrew Plantation III, LLC, Old Corkscrew Plantation IV, LLC, Old Corkscrew Plantation V, LLC and Old Corkscrew Plantation VI, LLC (collectively the "OCP Entities"), Felda Plantation, LLC ("Felda") Scott Westlake ("Westlake") and Franz Rosinus ("Rosinus") and does not purport to summarize all the conditions, covenants, representations, warranties and other provisions that would be contained in definitive revised loan documents and settlement agreements.

The parties expressly understand and agree that this Term Sheet does not represent an enforceable agreement, is not a commitment by the Bank to make loans, restructure loans, extend credit, or consummate the transactions discussed herein, and that no binding obligations will be created until such time as all necessary approvals have been obtained and the documents evidencing the transactions described herein are executed and delivered by the parties.

Except as set forth in any final documents (as to Rosinus and Westlake), the terms contained herein do not and, if consummated, shall not modify, amend, discharge, impair, or release any other debtor creditor relationships between the Bank and any other individual or entities including, but not limited to, the following: Rosinus, Westlake, Robert Brown, Ute Rosinus, Jerry E. Gregg, the Scott M. Westlake Trust, 135th Street Investors, LLC, HMW Partners, LLC, Narrow Tree Nursery, LLC, South Winnebago Partners, LLC, Alico Lakeside, Old Corkscrew Golf Club, LLC, Old Corkscrew Golf Club Operations, Inc, Corkscrew Plantation Golf Club, Inc., OCP Opportunity Fund, OCP Opportunity I, FJRB, LLC, and RosinusJet, LLC.

* The provisions hereof regarding Felda are subject to and superceded by the Asset Sale Order approving the Asset Sale Motion [Docket No. 87], as negotiated between the parties.

Felda Plantation, LLC

The 363 Sale / 365 Assignments

- Felda shall file a motion to sell its assets that are subject to the Bank's mortgage lien and security interests (collectively the "Felda Assets") to the Bank for a credit bid of no less than $12 million pursuant to § 363 of the Bankruptcy Code, subject only to higher, no contingency cash offers (the "Sale Motion"). In the Sale Motion, Felda shall expressly reserve the bank's right to credit bid more than $12 million.

- In the Sale Motion, the Debtor shall seek to assume and assign all contracts in any way related to the growing, harvest, and sale of fruit, pursuant to § 365 of the Bankruptcy Code, subject to the successful bidder announcing at the hearing to consider the Sale Motion which contracts it wishes assumed and assigned. In the Sale Motion, the Debtor shall assert that no cure payment is due to any of such contracting parties.

- The Felda Assets shall include all real and all classes of personal property (tangible and intangible) on which the Bank asserts a lien and security interest as of the commencement

11-15-2011

of the Felda bankruptcy case other than those assets sold in the ordinary course of Debtor's business.

- The sale of the Felda Assets pursuant to the Sale Motion shall be free and clear of all liens, claims and interests, shall be without contingencies, shall be without commissions, and shall be without representations or warranties by Felda; the Felda Assets shall be sold "as is" and "where is."

- The Sale Motion shall be in form and substance satisfactory to the Bank.

- Felda shall spend no money on marketing the sale other than giving notice of the sale to other interested buyers.

- If any person other than the Bank expresses an interest in making a cash bid consistent with the terms of the Felda Asset sale described above before November 1, 2011, and in the view of the Debtor and the Bank, such potential bidder has the wherewithal to both pay cash for the Felda Assets and to close no later than November 15, 2011, Felda and the Bank shall determine appropriate bid procedures and shall seek and obtain and order of the court directing appropriate bid procedures for the sale of the Felda Assets pursuant to the Sale Motion. All entities from which Felda solicits a bid, to which Felda provides notice of the sale, or which express an interest in bidding shall be disclosed immediately by Felda to the Bank.

- On or before November 15, 2011, (a) the sale (and assumption and assignment of contracts) shall be approved by the bankruptcy court (the "Court") by entry of an order (the "Sale Order") in form and substance satisfactory to the Bank, including findings, conclusions, decrees and orders customary in a § 363 sale, and findings of good faith under § 363(m) of the Bankruptcy Code, and (b) the sale shall close, on or before November 15, 2011 (the "Closing").

- The high bidder shall pay all costs of Closing, including recording and document stamp fees. Such costs shall not be paid from the sale proceeds.

- If the Bank is the high bidder at the sale, at the Closing, Felda shall deliver such documents as the Bank may require to evidence transfer of title to the Felda Assets to the Bank (or its designee) (the "Transfer Documents").

- If the Bank is not the high bidder at the sale, at the Closing, the buyer shall deliver cash equal to the purchase price and first to the Bank up to the extent of the full amount of the Bank's secured claim (as asserted by the Bank) and the balance, if any, to be retained by Felda. In conjunction with the payment to the Bank set forth herein, Felda shall deliver the Transfer Documents to the buyer.

- The proceeds of the 363 sale, if a third party is the winning cash bidder, or the amount credit bid by the Bank if its credit bid is the winning bid, shall be applied as follows: First, to the $17.6MM Note; Second, to the $5MM Note; Third, to the $20MM Note; Fourth, to the $40MM Note (as those terms are defined in the approved cash collateral

order and attached budget (Case No. 11-14614, Doc. No. 64) (the "Felda Cash Collateral Order")) and Fifth, the remaining balance, if any, to be retained by Felda.

Cash on Hand

- Prior to Closing, Felda shall operate pursuant to the Felda Cash Collateral Order, and shall pay all expenses set forth in the Felda Cash Collateral Order budget (the "Felda Budget") through Closing from available cash. At Closing, all cash on hand in Felda's bank accounts (the "Cash On Hand") shall be distributed as set forth in a final Sale Order as agreed to by the Bank and Felda, and which shall generally provide as follows: first, Felda shall receive cash from the Cash On Hand sufficient to pay all expenses set forth in the Felda Budget, but unpaid, through October 31, 2011 plus half of the budgeted, unpaid, expenses for November, 2011, plus $50,000 in additional funds, second, the remaining Cash On Hand shall be paid 50% to the Bank and 50% to Felda.

Releases

- In conjunction with the Closing, Felda and the Bank shall exchange mutual releases in form and substance mutually satisfactory to the parties which shall (a) release Felda from any remaining claims the Bank may have against Felda, (b) release the Bank of any claims, regardless of the legal theory upon which they are based, that Felda may have against the Bank (including avoidance actions under §§ 542-553 of the Bankruptcy Code) (c) release the Bank of any claims of Franz Rosinus and Scott Westlake, regardless of the legal theory upon which they are based, related in any way to the Bank's loans to Felda and their guaranties thereof, and (d) release Franz Rosinus and Scott Westlake of the Bank's claims against them as a result of their guaranties of the $17.6MM Note (as defined in the Felda Cash Collateral Order).

OCP I-VI

Restructured Financing

- The Bank shall consolidate, amend and restate the existing obligations of the OCP Entities owing under the $20MM Note, the $40MM Note and the $5MM Note (each as defined in the Agreed Interim Cash Collateral Order, Case No 11-14559 Doc. No. 69, collectively the "Notes") (the "Restated Loan") as follows:

- Opening principal balance of the Restated Loan shall be the indebtedness then owing the Bank under the Notes less $1,500,000 (the "Restated Principal Balance").

- The Restated Principal Balance shall be amortized over 20 years, with all amounts due and owing on the fifth anniversary of the Restated Loan.

- Interest on the Restated Principal Balance shall accrue as follows: 4.25% for the first two years of the loan term, 4.5% for the next two years of the loan term, and 4.75% for the final year of the loan term.

- Interest shall be paid quarterly; amortizing principal payments shall be periodically at a time or times to be agreed to by the parties to coincide with the OCP's receipt of funds from the sale of fruit. An additional principal payment shall be made from Net Cash Flow (as defined herein), to the extent any exists, annually as set forth hereafter.

- The OCP Entities shall escrow monthly for payment of all real estate taxes.

- The OCP Entities shall also provide the Bank with annual audited financial statements prepared by an independent accounting firm.

- The terms, conditions and covenants, governing repayment of the Restate Principal Balance shall be contained in revised and restated loan documents to be negotiated by the parties (the "Restated Loan Documents").

- All existing security agreements, mortgages and guaranties related to the Notes executed by or on behalf of the OCP Entities or their respective owners shall continue to secure the Restated Principal Balance and shall remain in full force and effect subject to the terms, conditions and covenants contained in the Restated Loan Documents *except, however* for the Felda Assets which secure the Notes, but which are being sold as set forth above.

- The OCP Entities shall move all of their operating accounts back to the Bank after Confirmation.

- The agreements set forth herein shall be memorialized in an OCP Plan of Reorganization which shall contain terms consistent with this Term Sheet and shall be in form and substance satisfactory to the parties hereto (the "OCP Plan"). The OCP Plan shall be confirmed pursuant to a confirmation order in form and substance satisfactory to the parties hereto (the "Confirmation Order"). The Confirmation Order shall contain a "drop dead" provision providing specific relief to the Bank in the event of an uncured default by the OCP Entities under the Restated Loan as set forth on Addendum A hereto.

- The parties shall negotiate a roll up of the OCP Entities into OCP Holdings ("Holdings") on terms and conditions that are mutually agreeable to all parties. Holdings shall be deemed to be an OCP Entity for purposes of this Term Sheet and the agreements contemplated hereunder.

Net Cash Flow

- As a part of the Restated Loan, the OCP Entities shall pay to the Bank 50% of Net Cash Flow determined according to generally accepted accounting principles. Such payment shall be made annually under terms to be negotiated hereafter by the parties. Upon payment to the Bank of such Net Cash Flow, the OCP entities shall be permitted to use the remaining Net Cash Flow for any purpose as long as there is no default under the Restated Loan, including payments to insiders and to pursue mining initiatives (and such payment from Net Cash Flow shall not be prohibited under the Restated Loan or the existing guaranties and guarantors will not have to remit any such payments to Bank).

Cash Out Option

- The OCP Entities shall have the option to (a) satisfy the Restated Principal Balance by a payment of $45 million to the Bank (the "Discounted Payoff") at the earlier of 180 days from confirmation and July 31, 2012 (the "Discounted Payoff Deadline"), or (b) at the option of the OCP Entities, the Bank will assign the Notes and related Loan Documents to OCP or one or more members of the OCP Entities or their designee in exchange for the Discounted Payoff amount paid to the Bank by the Discounted Payoff Deadline; after the Discounted Payoff Deadline, this cash out option shall expire and shall be of no further force and effect.

- Upon timely payment of the Discounted Payoff, the OCP Entities shall be deemed to have satisfied all indebtedness they owe to the Bank and in such an event, the individual guarantors (Rosinus and Westlake) shall be deemed released from their liabilities under their guaranties of the Restated Principal Balance.

Pending Lawsuit

- At present, the Bank has sued Westlake and Rosinus under their various guaranties in an action styled *BMO Harris Bank, N.A. successor by merger to M&I Marshall & Ilsley Bank vs. Franz J. Rosinus and Scott M. Westlake*, case no. 11-02455, pending in the United States District Court for the District of Kansas (the "Guarantor Lawsuit"). The parties agree to stay the proceedings in the Guarantor Lawsuit pending consummation of the terms and conditions set forth in this Term Sheet. At such time as the definitive documents evidencing the final agreements between the parties are executed and the Confirmation Order on the OCP Plan is entered, the Guarantor Lawsuit shall be dismissed without prejudice.

Releases of the Bank

- In conjunction with the execution of the documents evidencing the Restated Loan, the OCP Entities, Rosinus, Westlake and the Bank shall exchange mutual releases in form and substance mutually satisfactory to the parties which shall (a) release the Bank of any claims, regardless of the legal theory upon which they are based, that the OCP Entities may have against the Bank (including avoidance actions under §§ 542-553 of the Bankruptcy Code) (b) release the Bank of any claims of Franz Rosinus and Scott Westlake, regardless of the legal theory upon which they are based, related in any way to the Bank's loans to the OCP Entities and their guaranties thereof.

FJRB, LLC Note Sale

FJRB Note, Loan Agreement, Mortgage and Guaranty Agreement

- In conjunction with confirmation of the OCP Plan, one or more of the members of the OCP Entities (or their designee) (the "FJRB Buyer") shall pay the Bank the cash sum of $1.25 million in exchange for which the Bank shall transfer to the FJRB Buyer, without recourse all of the Bank's rights under the following loan documents: Term Note in the

amount of $6,712,000 executed February 7, 2007, by FJRB, LLC ("FJRB") (as modified); Revolving Note in the amount of $550,000 executed February 7, 2007 by FJRB (as modified); Loan Agreement dated February 7, 2007, executed by FJRB and the Bank; Real Estate Mortgage, Assignment and Security Interest dated February 7, 2007, executed by FJRB in favor of the Bank (as amended); and Guaranty Agreement dated February 7, 2007, executed by Rosinus and Robert Brown in favor of the Bank, and Assignment of Rents and Leases dated February 7, 2007 (collectively the "FJRB Loan Documents"); In addition, the FJRB Buyer may purchase that certain Promissory Note in the original principal amount of $600,000 executed on December 30, 2009 by Franz J. Rosinus (the "600,000 Note") at the time the FJRB Loan Documents are purchased for the sum of $85,714.29.

- The sale of the FJRB Loan Documents and the $600,000 Note is to be made "as is where is" without any representations or warranties as to the validity or enforceability of the FJRB Loan Documents or the $600,000 Note or as to the nature, quality or extent of the collateral which purports to secure the FJRB Loan Documents or the $600,000 Note.

- Sale of the FJRB Loan Documents and the $600,000 Note shall be conditioned upon entry of the Confirmation Order which shall include a provision obligating the FJRB Buyer to purchase the FJRB Loan Documents and permitting the FJRB Buyer to purchase the $600,000 Note.

OCP Ownership Pledge Agreements

- In conjunction with the sale of the FJRB Loan Documents described above, the Bank shall (a) transfer to the FJRB Buyer all of the Bank's rights under that certain Pledge and Security Agreement executed December 30, 2009, (the "First Pledge Agreement") by Corkscrew Plantation II, Inc., Corkscrew Plantation III, Inc., Corkscrew Plantation IV, Inc., Corkscrew Plantation VI, Inc. and Corkscrew Plantation VII, Inc. (collectively, the "Pledgors") and all the Bank's rights under a separate pledge agreement, also dated December 30, 2009, wherein Corkscrew Plantation V, Inc. pledged its ownership interest in Old Corkscrew Plantation V, LLC, (the "OCP V Ownership Interest") (the "Second Pledge Agreement" and along with the First Pledge Agreement, collectively the "Pledge Agreements"), pursuant to which the Pledgors pledged their ownership interests in Old Corkscrew Plantation II, LLC, Old Corkscrew Plantation III, LLC, Old Corkscrew Plantation IV, LLC, Old Corkscrew Plantation V, LLC, Old Corkscrew Plantation VI, LLC and Old Corkscrew Plantation VII, LLC (as more fully described in Schedule I to the Pledge Agreement, hereinafter collectively referred to as the "OCP Ownership Interests") to secure multiple loan obligations including the FJRB Loan Documents and personal loans made by the Bank to Franz Rosinus and (b) shall release any lien on the OCP Ownership Interests that may secure other obligations owed to the Bank.

Agreed by:

OLD CORKSCREW PLANTATION, LLC
a Florida limited liability company

By: Four West, LLC,
managing member

By:_____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION II, LLC
a Florida limited liability company

By: Four West, LLC,
managing member

By:_____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION III, LLC
a Florida limited liability company

By: Four West, LLC,
managing member

By:_____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION IV, LLC
a Florida limited liability company

By: Four West, LLC,
managing member

By:_____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION V, LLC
a Florida limited liability company

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION VI, LLC
a Florida limited liability company

By: Four West, LLC,
managing member

By:_____
Scott Westlake, Managing Member

FELDA PLANTATION, LLC f/k/a OLD CORKSCREW PLANTATION VII, LLC, a Florida limited liability company

By: Corkscrew Plantation VII, Inc.,
managing member

By:*_____

SCOTT WESTLAKE

_____

Agreed by:

OLD CORKSCREW PLANTATION, LLC
a Florida limited liability company

By: Four West, LLC,
managing member

By: x _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION II, LLC
a Florida limited liability company

By: Four West, LLC,
managing member

By: x _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION III, LLC
a Florida limited liability company

By: Four West, LLC,
managing member

By: x _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION IV, LLC
a Florida limited liability company

By: Four West, LLC,
managing member

By: x _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION V, LLC
a Florida limited liability company

By: x _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION VI, LLC
a Florida limited liability company

By: Four West, LLC,
managing member

By: x _____
Scott Westlake, Managing Member

FELDA PLANTATION, LLC f/k/a OLD CORKSCREW PLANTATION VII, LLC, a Florida limited liability company

By: Corkscrew Plantation VII, Inc.,
managing member

By: _____

SCOTT WESTLAKE

x _____

FRANZ ROSINUS

BMO HARRIS BANK, N.A., successor by merger to M&I MARSHALL & ILSLEY BANK

By: Ronald E. Smith, EVP

ADDENDUM A – DROP DEAD PROVISION

Monetary Defaults (20-day right to Cure)

- Failure to make principal and interest payments;
- Failure to pay balance due upon maturity;
- Failure to reimburse the Bank for advances (e.g. taxes, force place insurance);
- Failure to escrow for taxes;
- Failure to pay the Bank the share of Net Cash Flow as agreed;

The drop dead provision will provide that upon the occurrence of a monetary default: (1) there will be no subsequent bankruptcy filing by the Debtors and no attempt to reopen the current bankruptcy cases; and (2) if there is a monetary default that remains after any applicable cure period has expired, there will be an immediate transfer of title to the Bank (or its designee) of the Bank's collateral effected by the execution of transfer documents (such as quit claim deeds and any other required conveyance documents) at plan confirmation and held in escrow to be recorded only in the event of an uncured monetary default as described above.

To implement the no "subsequent bankruptcy" requirement, the Debtors, the Guarantors, and all other interested parties will agree, and will be ordered in the confirmation order, that in the event (a) there is an uncured monetary default and (b) the Debtors file a subsequent bankruptcy case or if a subsequent involuntary bankruptcy case is filed against any of the Debtors, then:

- The automatic stay will not apply to the Bank
- The Bank can immediately exercise its rights as to the collateral, including recording the deeds in escrow and pursuing whatever other remedies are available to the Bank.
- The Debtors and Guarantors will not attempt to enforce the automatic stay as against the Bank or to contest the terms and provisions of the drop dead clause as contained in the confirmation order.
- The bankruptcy court shall abstain from hearing any contest or objection to the drop dead clause and abstain from hearing any attempt to modify, amend or reconsider the enforceability of the drop dead agreement.

The drop dead clause will not have an expiration date nor will it contain an agreed upon sale procedure for the sale of the Bank's collateral upon the occurrence of a monetary default.

For all other defaults set forth in the loan documents that are not inconsistent with the terms set forth herein, the parties agree that such default provisions in the existing loan documents will be incorporated into the restated loan documents except:

The debt service coverage ratio and the EBITDA covenants shall be modified to provide as follows: the Debtors' EBITDA, measured each year at December 31 or such other date as the parties may agree (the "Measuring Date"), shall be no less than the sum of the prevailing annual debt service payments for the prior twelve months plus $500,000 (the "Coverage Amount"). The Debtors shall cause a payment to be made to the Bank to the extent of any shortfall in the Coverage Amount (the "Gross Up Payment"). The Gross Up Payment shall be made within 20

business days of the Measuring Date; *provided however*, that during calendar year 2012, the Coverage Amount shall be calculated as follows: EBITDA shall be no less than the sum of the then prevailing annual debt service payments, minus all payments made during 2012 pursuant to the Debtors' plan of reorganization, plus $500,000 and any Gross Up Payment in 2012 shall be calculated based on this modified calculation; and *further provided* that the Gross Up Payment is not due in any calendar year in which there is a shortfall in the EBITDA Cushion due to *force majeure* (such as frost, hurricane and fire). The Gross Up Payment shall be applied to the principal debt owing under the loan documents.

In addition, the following financial covenants shall be deleted:

(c) So long as the Guaranty is outstanding or there remain any obligations of any Guarantor to be paid or performed under the Guaranty or any other Loan Document, Scott Westlake shall not, either directly or indirectly, without the prior written consent of the Lender permit the Liquid Assets owned by him to be less than Ten Million Dollars ($10,000,000), computed as of any time of determination.

(d) So long as the Guaranty is outstanding or there remain any obligations of any Guarantor to be paid or performed under the Guaranty or any other Loan Document, Franz Rosinus shall not, either directly or indirectly, without the prior written consent of the Lender permit the Liquid Assets owned by him to be less than One Million Dollars ($1,000,000), computed as of any time of determination.

(e) So long as the Guaranty is outstanding or there remain any obligations of any Guarantor to be paid or performed under the Guaranty or any other Loan Document, Richard Cray shall not, either directly or indirectly, without the prior written consent of the Lender permit the Liquid Assets owned by him to be less than One Million Dollars ($1,000,000), computed as of any time of determination.

For purposes hereof, the term "Liquid Assets" means, as of any date of determination, assets of the applicable Guarantor that can be readily converted to cash, including, without limitation, United States currency, United States Treasury bills, bonds and notes, certificates of deposit and stocks and bonds having an investment grade rating.

Exhibit B
Executory Contracts and Unexpired Leases to be Assumed

	Description	Cure Amount
1.	Long Term Fruit Purchase Agreements dated February 28, 2007, October 18, 2010, as amended with Cutrale Citrus Juices USA, Inc.	$0
2.	Membership and Agency Agreement dated March 28, 2007 and Account Sale Agreement dated October 4, 2010 with Dundee Citrus Growers Assn.	$0
3.	Rental Agreement for tractor dated May 6,2011 with Kelly Tractor Co.	$6,240
4.	Various insurance policies	$0

Exhibit 2
OCP Holding Co. LLC
Operating Agreement

OPERATING AGREEMENT
OF
OCP HOLDING CO., LLC

THIS OPERATING AGREEMENT (this "Agreement") of OCP HOLDING CO., LLC, a Florida limited liability company (the "Company"), dated as of the ____ day of July, 2010 (the "Effective Date"), is adopted and entered into by and among the parties whose signatures appear on the signature page hereof, pursuant to and in accordance with the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, as amended from time to time during the term of the Company (the "Act"), and the terms of this Agreement.

WHEREAS, the undersigned comprise all of the Members of the Company;

WHEREAS, the Company was formed as a limited liability company under the Act pursuant to Articles of Organization filed with the Commission on July ___, 2010.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

ARTICLE I
DEFINITIONS AND USAGE

1.01. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Act" shall have the meaning set forth in the Preamble.

(b) "Affiliate" shall mean, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by, or under direct or indirect common control with, such Person. For the purposes of this definition "control," when used with respect to any specified Person, shall mean the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

(c) "Agreement" shall have the meaning set forth in the Preamble.

(d) "Capital Account" shall mean, with respect to each Member, the capital account of such Member, maintained as set forth in Section 8.01.

(e) "Capital Contribution" shall mean, with respect to each Member, the aggregate amount of cash and/or the initial fair market value, as determined by the unanimous vote of all Members, of any property contributed to the capital of the Company.

(f) "Code" shall mean the Internal Revenue Code of 1986, as amended, and any corresponding provisions of succeeding law.

(g) "Commission" shall mean the Department of State, Division of Corporations of Florida.

(h) "Company" shall have the meaning as set forth in the Preamble.

(i) "Company Minimum Gain" shall have the same meaning as the term "partnership minimum gain" set forth in Section 1.704-2(b)(2) and 1.704-2(d) of the Treasury Regulations.

(j) "Company Property" shall mean any property, real or personal, now owned or hereafter acquired by the Company. Any such property shall be held in the name of the Company.

(k) "Consent" shall mean either the written consent of a Person, or the affirmative vote of such Person at a meeting called and held pursuant to Article XI, as the case may be pursuant to this Agreement, to do the act or thing for which the consent is solicited, or the act of granting such consent, as the context may require.

(l) "Majority in Interest" shall mean any one or more Members entitled to vote on or consent to a matter holding an aggregate of more than fifty percent (50%) of the Percentage Interests held by all Members entitled to vote on or consent to a matter

(m) "Member" shall mean a member of the company, as identified on Exhibit A attached hereto or as amended from time to time.

(n) "Member Interest" shall mean a Member's share of the profits and losses of, and the right, if any, to receive distributions from the Company.

(o) "Member Nonrecourse Debt" shall have the same meaning as the term "partner nonrecourse debt" in Section 1.704-2(b)(4) of the Treasury Regulations.

(p) "Member Nonrecourse Debt Minimum Gain" shall mean an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Treasury Regulations.

(q) "Member Nonrecourse Deductions" shall have the same meaning as the term "partner nonrecourse deductions" in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Treasury Regulations.

(r) "Negative Capital Account" shall mean a Capital Account with a balance of less than zero.

(s) "Nonrecourse Deductions" shall have the meaning set forth in Treasury regulations Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a Taxable Year of the Company equals the net increase, if any, in the amount of Company Minimum Gain during that Taxable Year, determined according to the provisions of Treasury Regulations Section 1.704-2(c).

(t) "Notice" shall mean a writing containing the information required by this Agreement to be communicated to a Person and sent by registered or certified mail, postage prepaid, to such Person at the last known address of such Person, the date of registry thereof or the date of the certification receipt therefor being deemed the date of such Notice; provided, however, that any written communication containing such information sent to such Person actually received by such Person shall constitute Notice for all purposes of this Agreement.

(u) "Original Member" shall mean Corkscrew Plantation, Inc., Corkscrew Plantation II, Inc., Corkscrew Plantation III, Inc., Corkscrew Plantation IV, Inc., Corkscrew Plantation V, Inc., Corkscrew Plantation VI, Inc., OCP Opportunity I, LLC, Four West, LLC, Four West V, LLC, BB Citrus Holdings, L.L.C., Bowen Investments, LLC, The Hoen Family Investments LLC, and Larry C. Maddox & Ellaouise L. Maddox Revocable Trust, or any of them, as the context may require; provided, that upon the transfer by any such Member of any or all of its Percentage Interests, the transferee of such Percentage Interests shall become the Original Member with respect to the Percentage Interests so transferred.

(v) "Percentage Interest" shall mean, as to a Member, the percentage interest in the Company set forth after the Member's name on **Exhibit A** as amended from time to time.

(w) "Person" shall mean any individual, partnership, company, corporation, limited liability company, trust, estate, unincorporated association, syndicate, joint venture or organization, or any government or any department, agency or political subdivision thereof, or any other entity.

(x) "Profit" and "Loss" shall mean, for each Taxable Year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss; and

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and

(iii) any expenditures of the Company described in Code Section 705 (a)(2)(B) (or treated as such pursuant to Treasury Regulations Section 1.704-1 (b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and

(v) in lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset;

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 8.04 hereof shall not be taken into account in computing Profit or Loss.

(y) "Super Majority Vote" means the affirmative vote, approval or consent as the case may be of Members holding eighty percent (80%) or more of the total Percentage Interest held by all Members present or represented at a meeting of Members and entitled to vote on, approve or consent to the particular matter, decision or action.

(z) "Taxable Year" shall mean the taxable year of the company as determined pursuant to the applicable provisions of the Code and Treasury Regulations.

(aa) "Treasury Regulations" shall mean the regulations promulgated by the Department of the Treasury under the provisions of the Code, as amended from time to time.

ARTICLE II
FORMATION OF THE COMPANY

2.01. Formation. The undersigned hereby have caused to be formed as a limited liability company under the Act by the filing of Articles of Organization with the Commission.

2.02. Name. The name of the Company shall be OCP Holding Co., LLC.

2.03. Principal Office and Place of Business. The principal office of the Company shall be at 903 E. 104th Street Suite 630, Kansas City, Missouri 64131, or at such other or additional location or locations as the Members may from time to time designate in writing.

2.04. Purpose of the Company. The business purpose of the Company shall be to purchase, invest in, improve, and operate citrus groves and all things necessary or convenient to such activity and to conduct any other lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business.

2.05. Term. The term of the Company shall commence on the date the Articles of Organization are filed with the Commission and shall be perpetual unless terminated or dissolved as provided in the Act or this Agreement.

2.06. Filing of Articles of Organization. The Members have authorized the filing of the Articles of Organization with the Commission. The Members shall do all other acts and things (including publication or periodic filings of any Certificate) that may now or hereafter be required for the perfection and continuing maintenance of the Company as a limited liability company under the laws of the State of Florida or necessary in order to protect the limited liability of the Members as members under the laws of the State of Florida or elsewhere. Copies of any such filings shall be mailed to any Member upon request.

2.07. Agent for Service of Process. The name and business address of the agent for service of process for the Company is Scott Westlake, 4731 Bonita Bay Boulevard, #1903, Bonita Springs, Florida 34134, or such other Person as the Members shall appoint from time to time.

ARTICLE III
MEMBERS AND MEMBER INTERESTS

3.01. Capital Contributions. Absent a unanimous Vote of the Members, no Member shall be required to contribute any capital to the Company.

3.02. No Interest on Capital Contributions. Members shall not be paid interest on their Capital Contributions.

3.03. Form of Return of Capital. If a Member is entitled to receive a return of a Capital Contribution, the Member shall not have the right to receive anything but cash in return of the Member's Capital Contribution, unless otherwise decided by unanimous vote of the Members.

3.04. Loans. Unless otherwise agreed by all the Members, any additional funds advanced to the Company by a Member shall not be an increase in such Member's Interest or Capital Contribution or otherwise entitle the Member to an increase in its share of the Profits of the Company or subject the Member to any greater portion of any Company Losses, but the amount of such advance shall be a debt due from the Company to such Member and, unless otherwise provided and agreed by all the Members, shall be repaid as soon as practicable to such Member together with interest thereon at the prime rate of interest as published in the *Wall Street Journal*, plus one percent (1%) per annum.

ARTICLE IV
MANAGEMENT OF THE COMPANY

4.01. Member Managed. Unless otherwise determined by all of the Members, the management of the Company shall be vested in and performed by Members, each of whom must be a Member or an Affiliate of a Member. Any Member or an Affiliate of a Member shall have the authority to conduct day to day business on behalf of the Company except for matters requiring payments of Company funds or incurring Company debts in excess of $50,000, in which case any two Members or their respective Affiliates, cumulatively owning greater than fifty percent (50%) of the Percentage Interests in the Company, shall have such authority. As used herein, the term " Affiliate" shall mean any person (i) who directly or indirectly controls, is

controlled by, or is under common control with the Member; (ii) who owns or controls ten percent (10%) or more of the Member's outstanding voting securities or equity interests; (iii) of whom such Member owns or controls ten percent (10%) or more of the outstanding voting securities or equity interests; (iv) who is a director, manager, partner, executive officer or trustee of a Member; (v) in whom the Member is a director, manager, partner, executive officer or trustee; or (vi) who has any relationship with a Member by blood, marriage or adoption not more remote than first cousin.

4.02. Votes by a Majority in Interest. The affirmative vote of a Majority in Interest shall constitute a valid decision of the Members, except where a larger or different vote is required by this Agreement or a mandatory provision of the Act.

4.03. Limitation of Authority. The following actions shall require approval by a Super Majority Vote of the Members entitled to vote:

a. The termination, dissolution, or winding-up of the Company, except as otherwise provided in this Agreement;

b. The change in the purpose or business of the Company as described in Section 2.04;

c. The change or reorganization of the Company into any other legal form;

d. A merger or consolidation with another entity;

e. A change in the Company's status from one in which the management resides with the Members to one in which the management is vested in a manager;

f. A change in the Company's election to be classified as a partnership for income tax purposes;

g. The admission of any Person as a new Member;

h. Permitting any Member to withdraw from the Company; and

i. Any other act or thing for which this Agreement or a mandatory provision of the Act requires the approval of all of the Members entitled to vote.

ARTICLE V
MEMBERS; MEETINGS OF AND VOTING BY MEMBERS

5.01. Authority of the Members to Deal with the Company. The Company may engage any person, firm or corporation in which any Member may have an interest, for the performance of any and all services or purchase of goods or other property which may at any time be necessary, proper, convenient, or advisable in carrying on the business and affairs of the

Company or disposing of some or all of its assets; provided, however, that: (a) the compensation or price therefor shall not materially exceed that prevailing in arm's length transactions by others rendering similar services on comparable transactions; and (b) any such dealings or undertakings be at arm's length and on commercially reasonable terms.

5.02. Meetings of and Voting By Members.

(a) A meeting of the Members shall be held annually during the last week of each December, at which meeting the Members shall by a Majority in Interest decide upon the fair market value of each Member Interest for the next Taxable Year of the Company.

(b) Additional meetings of the Members may be called at any time by any of the Members. Meetings of Members shall be held at the Company's principal place of business or at any other place as may be agreed by the Members. Not less than ten (10) nor more than ninety (90) days before each meeting, the Members calling the meeting shall give written notice of the meeting to each other Member. The notice shall state the time, place and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. A Member may vote either in person or by written proxy signed by the Member or by its duly authorized attorney in fact.

(c) (d) In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating consent of a Majority in Interest of the Members.

(d) Except as otherwise specifically provided by this Agreement or required by the Act, no Member shall have the power to act for or on behalf of, or to bind, the Company.

5.03. Duties of Parties.

(a) Each Member shall devote such time to the business and affairs of the Company as is necessary to carry out the Member's duties set forth in this Agreement.

(b) Nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and the Member shall not be accountable to the Company or to any other Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to their respective rights (or the rights of their respective Affiliates) to maintain, expand or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or other Member's Affiliates.

5.04. Liability and Indemnification.

(a) The liability of each Member shall be limited to such Member's Capital Contribution and any return of Capital Contribution received within the preceding Taxable Year.

(b) The Members shall not be liable, responsible or accountable, in damages or otherwise, to any other Member, or to the Company for any act performed by the Member or with respect to Company matters, except for fraud, gross negligence and/or an intentional breach of this Agreement.

(c) The Company shall indemnify each Member for any act performed by the Member with respect to Company matters, except for fraud, gross negligence or an intentional breach of this Agreement.

ARTICLE VI
SECURITIES REGULATIONS AND INVESTMENT

6.01. Representations and Warranties of Members. Each of the parties represents and warranties that it:

(a) Is acquiring its Member Interest for its own account for investment purposes only and not with a view to the sale or distribution of all or a part thereof, and without any present intention of selling or otherwise distributing the same at any particular time or upon the occurrence or non-occurrence of some predetermined event;

(b) Has not relied upon any representations, warranties or statement of any of the other Members or any other person as a basis for deciding to acquire its Member Interest, but has relied solely upon its own investigation of all material facts and circumstances relating to the Company business; and

(c) Has had free access to all documents, information, books and records in the possession or control of any of the parties relating to the Company.

6.02. Registration. Each Member acknowledges that the sale and acquisition of Member Interests in this Company have not been and shall not be registered pursuant to either Florida securities laws ("Securities Law") or the Securities Act of 1933, as amended. Each party hereby acknowledges that its Member Interest will not be so registered; that it has made its own investigation as to the exempt or non-exempt status of this transaction; and acknowledges that under Florida Securities Law, a "sale" (as such term is defined under such Securities Law) of a security made in violation of the provisions of said law is voidable at the election of the party and such election must be made within two (2) years from the date of such "sale."

ARTICLE VII
ADMISSIONS; TRANSFERS

7.01. Admission of Additional Members. Additional or new Members not an original signatory to this Agreement may be admitted to the Company only with the prior written consent

of seventy five percent (75%) of the Original Members. In the event any new or additional Members are admitted into the Company, the share of each new Member and all other Parties in the profits and losses of the Company shall be in such proportions as may be agreed upon unanimously by all of the Original Members. Any person or entity to be admitted as Member shall, as a condition to such admission, pay all reasonable expenses in connection with such admission, including, but not limited to, the cost (including reasonable attorney fees) of the preparation, filing and publication of any amendment to this Agreement and/or the Company's Articles of Organization which the Members may deem necessary or desirable in connection with such admission.

7.02. General Restrictions on Transfer. No sale, exchange, assignment, pledge or other transfer of all or any fraction of a Member Interest, other than the non-voting beneficial rights, if any, to the Profit and Loss thereof, may be made without the prior written and unanimous consent of seventy five percent (75%) of the Original Members.

7.03. PERMITTED TRANSFERS. Subject to the conditions and restrictions set forth in Section 7.04 and the purchase right set forth in Section 7.09, a Member may at any time Transfer all or any portion of its Interest to (a) any other Member or an Affiliate of another Member, (b) any Affiliate of the transferring Member, (c) the Member's spouse or surviving spouse, (d) the descendants of the Member or the Member's spouse (for which purpose adopted children shall be treated the same as biological children) or the spouse of any such descendant, (e) a trust organized solely for the benefit of any person or persons named in this Section 7.03, or (f) the Member's probate estate (any such Transfer being referred to in this Agreement as a "Permitted Transfer"). In addition to these enumerated Permitted Transfers, any Transfer that receives the affirmative vote of Members owning a majority of the Percentage Interests shall constitute a Permitted Transfer.

7.04. CONDITIONS TO PERMITTED TRANSFERS. A Transfer shall not be treated as a Permitted Transfer under Section 7.03 hereof unless and until the following conditions are satisfied:

(a) The transferor and transferee shall execute and deliver to the Company (i) such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer. In all cases, the Company shall be reimbursed by the transferor and/or transferee for all costs and expenses that it reasonably incurs in connection with such Transfer.

(b) The transferor and transferee shall furnish the Company with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Interest transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Interest until it has received such information.

(c) Either (a) such Interest shall be registered under the Securities Act and any applicable state securities laws, or (b) the transferor shall provide an opinion of counsel, which opinion of counsel shall be reasonably satisfactory to the Company's counsel, to the effect that such Transfer is exempt from all applicable registration requirements and that such Transfer will not violate any applicable laws regulating the Transfer of securities.

(d) Unless otherwise approved by a majority vote of the Members, the transferor shall provide an opinion of counsel, which opinion of counsel shall be reasonably satisfactory to the Company's counsel, to the effect that such Transfer will not cause the Company to be deemed to be an "investment company" under the Investment Company Act of 1940.

(e) Unless otherwise approved by the majority vote of the Members, no Transfer of an Interest shall be made except upon terms which would not result in the termination of the Company within the meaning of Section 708 of the Code or cause the application of the rules of Sections 168(g)(1)(B) and 168(h) of the Code or similar rules to apply to the Company.

7.05. PROHIBITED TRANSFERS. Any purported Transfer of an Interest that is not a Permitted Transfer shall be null and void and of no force or effect whatever; provided that, if the Company is required to recognize a Transfer that is not a Permitted Transfer, the Interest Transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Interest, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such Interest may have to the Company. In the case of a Transfer or attempted Transfer of an Interest that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all cost, liability, and damage that any of such indemnified Members may incur (including, without limitation, incremental tax liabilities, lawyers' fees, and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

7.06. RIGHTS OF UNADMITTED ASSIGNEES. A Person who acquires an Interest but who is not admitted as a substituted Member pursuant to Section 7.07 hereof shall be entitled only to allocations and distributions with respect to such Interest in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement.

7.07. ADMISSION OF SUBSTITUTED MEMBERS. Subject to the other provisions of this Article 7, a transferee of an Interest may be admitted to the Company as a substituted Member only upon satisfaction of the conditions set forth in this Section 7.07:

(a) A majority vote of the Members consent to such admission, which consent may be given or withheld in the absolute discretion of such Members;

(b) The transferee of an Interest shall, by written instrument in form and substance reasonably satisfactory to the Company's counsel (i) accept and adopt the terms and provisions of this Agreement, including this Article 7, and (ii) assume the obligations of the transferor Member under this Agreement with respect to the transferred Interest. The transferor Member shall be released from all such assumed obligations except (x) those obligations or liabilities of the transferor Member arising out of a breach of this Agreement, (y) those obligations or liabilities of the transferor Member based on events occurring, arising, or maturing prior to the date of Transfer, and (z) any Capital Contribution or other financing obligation of the transferor Member under this Agreement; and

(c) The transferee and transferor shall each execute and deliver such other instruments as the Company's counsel reasonably deems necessary or appropriate to effect such Transfer.

7.08. DISTRIBUTIONS AND ALLOCATIONS IN RESPECT OF TRANSFERRED INTERESTS. If any Interest is Transferred during any Fiscal Year in compliance with the provisions of this Article 7, Profits, Losses, each item thereof, and all other items attributable to the Transferred Interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Percentage Interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Company's Tax Matters Partner. All distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee.

7.09. REDEMPTION OF MEMBER'S INTEREST.

(a) Company's Option. In the event of any attempted Transfer of the Interest of any Member in the Company unless otherwise permitted herein, the Company will have the option to redeem, but shall not be required to redeem, the Interest of the Member involved in such event, and the holder of such Interest shall be required to sell the Interest to the Company if the Company chooses to exercise its option. The option may be exercised, if at all, by notice from the Company to the holder of the affected Interest within 30 days of the receipt by the Company of actual knowledge of an attempted Transfer.

(b) Valuation. In the event that the Company chooses to exercise its option pursuant to Section 7.09(a), the purchase price for the Interest shall be the lower of (i) the purchase price to be paid in the attempted Transfer or (ii) the Company Property's Appraised Value multiplied by the Percentage Interest being sold. The term "Appraised Value" means the fair market value of the Company Property that a willing buyer and willing seller would come to. To determine the Appraised Value, the Company and the Member whose Interest is to be redeemed shall attempt to agree on the Appraised Value. If the Appraised Value cannot be determined by agreement, the Company shall appoint, at its expense, a qualified appraiser to determine the value of the Company Property. The value contained in the written report of the appraiser shall be the Appraised Value.

(d) Payment. If the Company chooses to exercise its option pursuant to Section 7.09(a), the closing of the redemption of the Member's Interest shall take place within 30 days after the establishment of the Appraised Value. The purchase price shall be paid by an unsecured promissory note payable to the Member whose interest is being redeemed. The promissory note shall provide for five equal payments due on the date of closing and on each of the four consecutive anniversaries of the closing with interest due annually on the unpaid balance. The promissory note shall bear interest at the appropriate Applicable Federal Rate (as that term is defined under Section 1274(d) of the Code or any successor provision) in effect on the closing date. The Company shall have the option to prepay all or any part of the promissory note at any time without penalty.

ARTICLE VIII
CAPITAL ACCOUNTS, ALLOCATIONS; DISTRIBUTIONS

8.01. Capital Accounts. A separate Capital Account shall be maintained for each Member.

8.02. Allocations of Profit or Loss. After giving effect to the regulatory allocations set forth in Section 8.04, for any Taxable Year of the Company, Profit or Loss (and, to the extent necessary, individual items of income, gain, loss, deduction or credit) of the Company shall be allocated among the Members in proportion to the Percentage Interest held by each such Member.

8.03. Distributions. No Member shall be entitled to receive any distributions from the Company except as provided in this Agreement or agreed by Super Majority Vote of the Members. No Distributions shall be made upon any basis other than a Member's Percentage Interest unless agreed to by all of the Members.

8.04. Regulatory Allocations. The following regulatory allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Treasury Regulations, notwithstanding any other provision of this Article VIII, if there is a net decrease in Company Minimum Gain during any Taxable Year, each Member shall be specially allocated items of Company income and gain for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Treasury Regulations. This Section 8.04(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Treasury Regulations, notwithstanding any other provision of this Article VIII, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Taxable Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Treasury Regulations, shall be specially allocated items of Company income and gain for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2 (i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Treasury Regulations. This Section 8.04(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Treasury Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Sections 1.704-1 (b)(2)(ii)(d)(4), (5), or (6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate the deficit balance in its Capital Account created by such adjustments, allocations or distributions as promptly as possible. This Section 8.04(c) is intended to comply with the "qualified income offset" requirement of Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(3) and shall be interpreted consistently therewith.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Taxable Year which is in excess of the sum of (i) the amount such Member is deemed to be obligated to restore, if any, pursuant to any provision of this Agreement and (ii) the amount such Member is obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 8.04(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article VIII have been made as if Section 8.04(c) and this Section 8.04(d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions shall be specially allocated to the Members in proportion to their respective Percentage Interests.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Taxable Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the liability to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(j).

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to

be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Member in accordance with their interests in the Company in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

8.05. Other Allocation and Distribution Rules.

(a) Contributed Property and Book-ups. In accordance with Code Section 704(c) and the Treasury Regulations thereunder, as well as Treasury Regulations Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) and the Treasury Regulations thereunder.

(b) Guaranteed Payments. To the extent any compensation paid to any Member by the Company is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member other than in the Person's capacity as an Member within the meaning of Code Section 707(a), the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member's Capital Account shall be adjusted to reflect the payment of that compensation.

(c) General. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Members as of the last day of the Taxable Year for which the allocation or distribution is to be made based upon each Member's Percentage Interest. Notwithstanding the foregoing, unless the Company's Taxable Year is separated into segments, if there is a transfer or an involuntary withdrawal during the Taxable Year, the Profit and Loss shall be allocated between the Original Member and the successor on the basis of the number of days each was an Member during the Taxable Year.

8.06. Liquidation and Dissolution.

(a) If the Company is liquidated or dissolved, the assets of the Company shall be distributed to the Members in accordance with the balances in their respective Capital Accounts, after taking into account the allocations of Profit or Loss pursuant to Section 8.02 if any, and distributions, if any, of cash or property, if any, pursuant to Section 8.03.

(b) No Member shall be obligated to restore a Negative Capital Account upon liquidation or dissolution.

ARTICLE IX
SALE, DISSOLUTION AND LIQUIDATION

9.01. Dissolution of the Company.

(a) The Company shall be dissolved only upon the written agreement of a Super Majority Vote of the Members, the sale of all or substantially all of the Company's assets, the occurrence of any event causing dissolution of the company under the laws of the State of Florida, or pursuant to the remaining provisions of this Agreement.

(b) If the Company is dissolved, the Members shall wind up the Company's affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Members who are creditors, in satisfaction of the liabilities of the Company, and then to the Members in accordance with Section 8.06 of this Agreement.

(c) If the Company is dissolved, the Members shall promptly file Articles of Dissolution (the "Certificate") with the Commission.

(d) Termination, dissolution, liquidation or winding up of the Company for any reason shall not release any party from any liability which at the time of such termination, dissolution, liquidation, or winding up already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such termination, dissolution, liquidation or winding up.

(e) Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions to the Company, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE X
BOOKS AND RECORDS ACCOUNTING TAX ELECTIONS

10.01. Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, and the types of accounts to be opened and maintained.

10.02. Books and Records.

(a) The Members shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include, but not be limited to, a list of

names and address of the Members, financial statements of the Company for the three most recent Taxable Years, a copy of the Articles of Organization and Operating Agreement, together with any relevant powers of attorney, information regarding the amount of cash or agreed value of property or services contributed, or agreed to be contributed in the future, by each Member, the respective rights of the Company and each Member regarding the return of contributions, and the Company's federal, state and local tax returns.

(b) The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member at any and all reasonable times during normal business hours. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

10.03. Annual Accounting Period. The annual accounting period of the Company shall be its Taxable Year. The Company's Taxable Year shall be selected by the Members, subject to the requirements and limitations of the Code and Treasury Regulations.

10.04. Reports. Within ninety (90) days after the end of each Taxable Year of the Company, the Members shall cause to be sent to each Person who was a Member at any time during the accounting year then ended, an annual report containing (a) a statement of financial condition, an operating statement, and a statement of sources and application of funds for such year; (b) a report in reasonable detail of the activities of the Company during such year; and (c) a statement indicating the distributive share of each Member of the net Profits, net Losses, and other relevant items of the Company which is necessary for preparing a Member's Federal income tax return for that year.

10.05. Tax Matters Partner. The Members shall by a Majority in Interest select the Company's tax matters partner ("Tax Matters Partner"). The Tax Matters Partner shall have all powers and responsibilities provided in Section 6231(a)(7) of the Code. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Partner. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Partner may not compromise any dispute with the Internal Revenue Service without the Consent of the Members.

10.06. Tax Elections. The Members shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754.

ARTICLE XI
CONSENTS, VOTING AND MEETINGS

11.01. Method of Giving Consent. Any Consent required by this Agreement may be given as follows:

(a) by a written Consent given by the consenting Member and received by the Company at or prior to the doing of the act or thing for which the Consent is solicited; or

(b) by the affirmative vote by the consenting Member to the doing of the act for which the Consent is solicited at any meeting called pursuant to Section 5.02 to consider the doing of such act.

(c) each Member shall be entitled to one vote on any matter permitting or requiring the vote on Consent of the Members.

11.02. Meetings of Members. Any matter requiring the Consent of all or any of the Members pursuant to any Section of this Agreement may be by the written consent of the Member(s) or may be considered at a meeting of the Members held as provided in Section 5.02 of this Agreement.

ARTICLE XII
GENERAL PROVISIONS

12.01. Burden and Benefit. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

12.02. Applicable Law. This Agreement shall be construed and enforced, in accordance with the laws of the State of Florida.

12.03. Pronouns and Plurals. All pronouns used herein shall be deemed to refer to masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require in the context, and the singular form of nouns, pronouns, and verbs shall include the plural, and vice versa, whichever the context may require.

12.04. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

12.05. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid, unless such action would substantially impair the benefits to either party of the remaining provisions of this Agreement.

12.06. Entire Agreement; Non-Waiver. This Agreement constitutes the entire agreement of the parties hereto. No delay on the part of any party in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver, express or implied, by any party of any right hereunder or of any failure to perform or breach hereof by any other party constitute or be

deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by the same or any other Member, whether of a similar or dissimilar nature thereof.

12.07. Amendments. This Agreement may not be amended except by the unanimous written consent of the Members.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or partners on the date first above written.

MEMBERS:

CORKSCREW PLANTATION, INC.

By: _____
Franz Rosinus, President

CORKSCREW PLANTATION II, INC.

By: _____
Franz Rosinus, President

CORKSCREW PLANTATION III, INC.

By: _____
Franz Rosinus, President

CORKSCREW PLANTATION IV, INC.

By: _____
Franz Rosinus, President

CORKSCREW PLANTATION V, INC.

By: _____
Franz Rosinus, President

CORKSCREW PLANTATION VI, INC.

By: _____
Franz Rosinus, President

OCP OPPORTUNITY I, LLC

By: _____
Amit Raizada, authorized Member

FOUR WEST, LLC

By: _____
Scott Westlake, Manager

FOUR WEST V, LLC

By: _____
Scott Westlake, Manager

LARRY C. MADDOX & ELLAOUISE L. MADDOX REVOCABLE TRUST

_____
Larry C. Maddox, Trustee

THE HOEN FAMILY INVESTMENTS, LLC

By: _____
Its: MANAGER

BOWEN INVESTMENTS, LLC

By: _____
Its: JOHN T. BOWEN

BB CITRUS HOLDINGS, L.L.C.

Brian Bartholomew
BB Citrus Holding LLC

By: _____
Its: Manager

OCP HOLDING CO., LLC

EXHIBIT A
(As of January 1, 2010)

Name, Address and Taxpayer and Employer I.D. Number	Percentage Interests
Corkscrew Plantation, Inc. 26811 South Bay Drive, Suite 240 Bonita Springs, Florida 34134 E.I.N._____	0.00211343%
Corkscrew Plantation II, Inc. 26811 South Bay Drive, Suite 240 Bonita Springs, Florida 34134 E.I.N._____	3.53889737%
Corkscrew Plantation III, Inc. 26811 South Bay Drive, Suite 240 Bonita Springs, Florida 34134 E.I.N._____	1.71165954%
Corkscrew Plantation IV, Inc. 26811 South Bay Drive, Suite 240 Bonita Springs, Florida 34134 E.I.N._____	3.74253532%
Corkscrew Plantation V, Inc. 26811 South Bay Drive, Suite 240 Bonita Springs, Florida 34134 E.I.N._____	15.4953367%
Corkscrew Plantation VI, Inc. 26811 South Bay Drive, Suite 240 Bonita Springs, Florida 34134 E.I.N._____	1.28126797%
OCP Opportunity I, LLC 903 E. 104th Street, Suite 630 Kansas City, Missouri 64131 E.I.N._____	32.81446927%

Four West, LLC P.O. Box 482084 Kansas City, MO 64148 E.I.N._____	17.31913257%
Four West V, LLC P.O. Box 482084 Kansas City, MO 64148 E.I.N._____	15.4953367%
Scott Westlake P.O. Box 482084 Kansas City, MO 64148 E.I.N._____	2.76729579%
Larry C. Maddox & Ellaouise L. Maddox Revocable Trust 4731 Bonita Bay Blvd., Suite 2104 Bonita Springs, FL 34134 E.I.N._____	1.50813781%
Bowen Investments, LLC 1251 Sunbury Drive Fort Myers, FL 33901 E.I.N._____	1.38361267%
The Hoen Family Investments LLC 11436 High Drive Leawood, KS 66211 E.I.N._____	1.38361267%
BB Citrus Holdings, L.L.C. 1251 Sunbury Drive Fort Myers, FL 33901 E.I.N._____	1.55659218%

Exhibit 3
Felda Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into as of December ___, 2011 by and between Felda Plantation, LLC ("Felda") on the one hand and Old Corkscrew Plantation, LLC ("OCP I"), Old Corkscrew Plantation II, LLC ("OCP II"), Old Corkscrew Plantation III, LLC ("OCP III"), Old Corkscrew Plantation IV, LLC ("OCP IV"), Old Corkscrew Plantation V, LLC ("OCP V"), and Old Corkscrew Plantation VI, LLC ("OCP VI," and together with OCP I, OCP II, OCP III, OCP IV, and OCP V, the "OCP Debtors") on the other hand.

RECITALS

A. The OCP Debtors are respectively the debtors and debtors-in-possession in each of the following Chapter 11 bankruptcy cases filed on July 29, 2011 in the United States Bankruptcy Court for the Middle District of Florida, Ft. Meyers Division (the "Bankruptcy Court"): OCP I, Case No. 11-14559 (the "OCP I Case"); OCP II, Case No. 11-14563 (the "OCP II Case"); OCP III, Case No. 11-14568 (the "OCP III Case"); OCP IV, Case No. 11-14569 (the "OCP IV Case"); OCP V, Case No. 11-14572 (the "OCP V Case"); and OCP VI, Case No. 11-14578 (the "OCP VI Case," and together with the OCP I Case, the OCP II Case, the OCP III Case, the OCP IV Case, and the OCP V Case, the "OCP Cases"). The OCP Cases are jointly administered under Case No. 11-14559, per an order entered in such cases on August 19, 2011.

B. Felda is a debtor and debtor-in-possession in a Chapter 11 bankruptcy case filed on July 29, 2011 in the Court (Case No. 9:11-bk-14614) (the "Felda Case").

C. Felda and the OCP Debtors share common ownership, and prior to January 2011, shared common management. Prior to January 2011, Felda and the OCP Debtors employed a unified cash management system whereby OCP I accepted responsibility for receiving the revenue for Felda and the OCP Debtors and for paying the expenses of Felda and the OCP Debtors, whereupon such revenue and expenses were allocated amongst the group. Continuing

up until the filing of the OCP Cases and the Felda Case, Felda and the OCP Debtors, through the grove managers, continued to jointly purchase certain goods, and allocate such purchases amongst the group.

D. Felda and each of the OCP Debtors were co-borrowers under multiple loan facilities with BMO Harris Bank, N.A., successor by merger to M&I Marshall & Ilsley Bank (the "BMO Joint Debt").

E. On July 29, 2011, each of the OCP Debtors filed their respective bankruptcy schedules. None of the OCP Debtors listed Felda as a creditor on their respective schedules. None of the OCP Debtors listed any claim against Felda as an asset on their respective schedules.

F. On July 29, 2011, Felda filed its bankruptcy schedules. On its Schedule B, Felda listed among its assets an account receivable in the amount of $1,034,906.98 owing to Felda from OCP II and an account receivable in the amount of $512,853.84 owing to Felda from OCP I, both pursuant to acreage reallocation. On its Schedule F, Felda listed a scheduled claim of $450,000.00 owing to OCP IV, and a scheduled claim of $1,072,230.00 owing to OCP V (collectively, the "OCP Felda Scheduled Claims").

G. October 12, 2011 was set as the last day for filing proofs of claim against Felda in the Felda Case (the "Felda Bar Date"). On October 11, 2011, the following proofs of claims were filed in the Felda case: OCP I filed Claim No. 8 in an undetermined amount ("OCP I's Felda Claim"); OCP II filed Claim No. 9 in an undetermined amount ("OCP II's Felda Claim"); OCP III filed Claim No. 10 in an undetermined amount ("OCP's III Felda Claim"); OCP IV filed Claim No. 11 in an undetermined amount ("OCP IV's Felda Claim"); OCP V filed Claim No. 12 in an undetermined amount ("OCP V's Felda Claim"); and OCP VI filed Claim No. 13 in an undetermined amount ("OCP VI's Felda Claim", and together with OCP I's Felda Claim, OCP

II's Felda Claim, OCP III's Felda Claim, OCP IV's Felda Claim and OCP V's Felda Claim, the "OCPs' Felda Claims"). Each of the OCPs' Felda Claims relates to Felda's obligations under the BMO Joint Debt.

H. October 12, 2011 was set as the last day for filing proofs of claim against each of the OCP Debtors in each of the OCP Cases (the "OCP Bar Date"). On October 6, 2011, Felda filed the following proofs of claim in each of the respective OCP Cases: Claim No. 11 in the OCP I Case in the amount of $522,113.70 plus undetermined amounts ("Felda's OCP I Claim"); Claim No. 5 in the OCP II Case in the amount of $1,034,906.98 plus undetermined amounts ("Felda's OCP II Claim"); Claim No. 3 in the OCP III Case in an undetermined amount ("Felda's OCP III Claim"); Claim No. 4 in the OCP IV Case in an undetermined amount ("Felda's OCP IV Claim"); Claim No. 5 in the OCP V Case in an undetermined amount ("Felda's OCP V Claim"); and Claim No. 4 in the OCP VI Case in an undetermined amount ("Felda's OCP VI Claim," and together with Felda's OCP I Claim, Felda's OCP II Claim, Felda's OCP III Claim, Felda's OCP IV Claim and Felda's OCP V Claim, "Felda's OCP Claims"). Each of Felda's OCP Claims arise out of the allocation of joint expenses and purported misapplication of revenue under the unified cash management system and potential claims relating to the BMO Joint Debt.

I. By this Agreement, it is the desire and intention of Felda and each OCP Debtor individually, and all OCP Debtors jointly, to settle fully and finally all claims between the Parties.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which Felda and each of the OCP Debtors individually, and all of the OCP Debtors jointly, acknowledge, Felda and each of the OCP Debtors individually, and all of the OCP Debtors jointly, agree as follows:

1. Release to Felda. Each of the OCP Debtors individually, and all of the OCP Debtors jointly, on behalf of itself and its successors, and/or assigns, releases, waives, disclaims and discharges Felda from any and all claims, counterclaims, actions, causes of action, lawsuits, proceedings, adjustments, offsets, contracts, obligations, liabilities, controversies, costs, expenses, attorneys' fees and losses whatsoever, whether scheduled or unscheduled, held individually or jointly, whether in law, in admiralty, in bankruptcy, or in equity, and whether based on any federal law, state law, common law right of action or otherwise, foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued based upon wrongful or other acts, omissions, conduct or other matters occurring prior to the date of this Agreement, including but not limited to secured claims or unsecured claims or claims entitled to administrative priority, the OCP Felda Scheduled Claims, OCP's Felda Claims, and any claim relating to joint expense or the BMO Joint Debt. Any scheduled or filed claim in the Felda Case by or on behalf of the OCP Debtors shall be disallowed and expunged, and the OCP Debtors shall have no present or future right to participate in any recovery against Felda or its bankruptcy estate.

2. Release to the OCP Debtors. Felda, on behalf of itself and its predecessors, successors, assigns, affiliates, parents and/or subsidiaries releases, waives, disclaims and discharges each of the OCP Debtors individually, and all of the OCP Debtors jointly, from any and all claims, counterclaims, actions, causes of action, lawsuits, proceedings, adjustments, offsets, contracts, obligations, liabilities, controversies, costs, expenses, attorneys' fees and losses whatsoever, whether scheduled or unscheduled, held individually or jointly, whether in law, in admiralty, in bankruptcy, or in equity, and whether based on any federal law, state law, common law right of action or otherwise, foreseen or unforeseen, matured or unmatured, known

or unknown, accrued or not accrued based upon wrongful or other acts, omissions, conduct or other matters occurring prior to the date of this Agreement, including but not limited to secured claims or unsecured claims or claims entitled to administrative priority, the Felda's OCP Claims, and any claim relating to joint expense or the BMO Joint Debt. Any scheduled or filed claim in any of the OCP Cases by or on behalf of Felda shall be disallowed and expunged, and Felda shall have no present or future right to participate in any recovery against any of the OCP Debtors or any of their bankruptcy estates.

3. Further Actions. The parties hereby agree to take such further actions as may be necessary to effectuate the releases provided for herein, including, but not limited to, the withdrawal of any filed proof of claim, or the entry of a stipulation and/or agreed order disallowing and expunging any filed or scheduled claim.

4. Effective Date of Agreement. The Parties acknowledge and agree that this Agreement shall be effective on first date upon which all of the Parties are authorized pursuant to a Court order entered in their respective bankruptcy cases to enter into this Agreement.

5. Binding Agreement. Each Party understands that this Agreement is a legally binding contract and agreement that may affect such Party's rights. Each Party represents to each other that it has received legal advice from counsel of its choice regarding the meaning and legal significance of this Agreement and is satisfied with its legal counsel and the advice received from it. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Each Party executing this Agreement represents to the other that such Party has the full authority and legal power to do so. Each Party represents that it owns and has not assigned or transferred to any other person or entity all such Party's rights and claims as are being altered or otherwise affected by this Agreement.

6. Governing Law and Retention of Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of the State of Florida, exclusive of its choice-of-law provisions. Furthermore, the Parties agree that the Bankruptcy Court shall retain exclusive jurisdiction over all matters relating to this Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter of this Agreement. All prior or contemporaneous understandings, oral representations or agreements made among the Parties to the subject matter herein are merged and contained in this Agreement. There are no other agreements, express or implied, between the Parties regarding the subject matter of this Agreement. This Agreement may only be modified by a writing signed by all Parties. This Agreement may be executed by facsimile, if necessary (with originals to follow), and in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

8. Compromise. The Parties agree and acknowledge that this Agreement is the result of a compromise and a decision to enter into the Settlement Agreement. The Parties further agree that the execution of this Agreement shall never be construed as an admission by the Parties of any liability, wrongdoing, or responsibility.

[signature page follows]

FELDA PLANTATION, LLC

By: _____

Name: FRANZ ROSINUS

Title: Mg. Partner

OLD CORKSCREW PLANTATION, LLC, a Florida limited liability company

By: Four West, LLC, a Nevada limited liability company

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION II, LLC, a Florida limited liability company

By: Four West, LLC, a Nevada limited liability company

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION III, LLC, a Florida limited liability company

By: Four West, LLC, a Nevada limited liability company

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION IV, LLC, a Florida limited liability company

By: Four West, LLC, a Nevada limited liability company

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION V, LLC, a Florida limited liability company

By: _____
Scott Westlake, Managing Member

OLD CORKSCREW PLANTATION VI, LLC, a Florida limited liability company

By: Four West, LLC, a Nevada limited liability company

By: _____
Scott Westlake, Managing Member

Exhibit 4
Financial Projections

Old Corkscrew Plantation, LLC
Case No: 9:11-BK-14559
United States Bankruptcy Court
Middle District of Florida
Fort Myers Division

5 Year Projection - Debtor

	May - Dec 2012	2013	2014	2015	2016	Jan - May 2017	Total
Operating cash inflows (Note 1)							
Round orange revenue	$ 5,104,826	$ 11,931,327	$ 12,169,953	$ 12,291,653	$ 12,414,569	$ 8,388,941	$ 62,301,269
Round orange rise payment	937,284	956,030	975,151	984,902	994,751	88,687	4,936,805
Fresh Fruit	1,946,935	1,985,874	2,025,591	2,045,847	2,066,306	481,545	10,552,098
Patronage Dividend Income	374,400	381,888	389,526	393,421	397,355	-	1,936,590
Total Cash Inflows	**$ 8,363,445**	**$ 15,255,119**	**$ 15,560,221**	**$ 15,715,823**	**$ 15,872,981**	**$ 8,959,173**	**$ 79,726,762**
Operating cash outflows (Note 1)							
Harvesting costs	1,232,801	4,603,817	4,695,894	4,742,853	4,790,281	3,834,068	23,899,714
Facilities and real estate	103,710	154,596	157,688	160,842	164,059	70,461	811,356
General and administrative	42,479	64,356	65,000	65,650	66,306	27,904	331,695
Grove maintenance	537,996	787,434	803,183	819,246	835,631	320,181	4,103,672
Grove management	1,011,005	1,531,672	1,546,989	1,562,458	1,578,083	664,110	7,894,316
Insurance	22,338	215,541	219,852	224,249	228,734	215,740	1,126,452
Production chemicals	1,324,376	2,193,705	2,237,579	2,259,954	2,282,554	1,269,978	11,568,145
Professional fees	186,705	285,658	291,372	297,199	303,143	128,836	1,492,913
Taxes	-	131,619	131,619	131,619	131,619	131,619	658,093
Total Cash Outflows	**$ 4,461,409**	**$ 9,968,398**	**$ 10,149,173**	**$ 10,264,070**	**$ 10,380,410**	**$ 6,662,896**	**$ 51,886,356**
Net operating cash flow	**$ 3,902,036**	**$ 5,286,721**	**$ 5,411,048**	**$ 5,451,753**	**$ 5,492,572**	**$ 2,296,277**	**$ 27,840,407**
Other Expenses							
BMO Harris Bank Class 2 Debt Service **(Note 2)**	$ 3,003,589	$ 4,004,785	$ 4,044,595	$ 4,057,865	$ 4,016,247	$ 1,000,594	20,127,675
Chapter 11 Plan Expenses & Payments to Creditors							
U.S. Trustee fees	10,000	-	-	-	-	-	10,000
Administrative Claims **(Note 5)**	328,847	-	-	-	-	-	328,847
Payment to Class 3 Creditors **(Note 7)**	5,096	-	-	-	-	-	5,096
DIP financing repayment **(Note 3)**	615,000	-	-	-	-	-	615,000
Exit financing repayment **(Note 4)**	264,504	376,496	-	-	-	-	641,000
Total Other Expenses	$ 4,227,036	$ 4,381,281	$ 4,044,595	$ 4,057,865	$ 4,016,247	$ 1,000,594	$ 21,727,618
Net Cash Flow (Note 11)	**$ (325,000)**	**$ 905,439**	**$ 1,366,453**	**$ 1,393,889**	**$ 1,476,325**	**$ 1,295,683**	**$ 6,112,789**
Beginning cash balance **(Note 8)**	$ 1,150,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 1,150,000
Total cash inflows (outflows)	(325,000)	905,439	1,366,453	1,393,889	1,476,325	1,295,683	6,112,789
Exit financing draw **(Note 4)**	615,000		-	-	-	-	615,000
Distribution to Class 4 (Non-Insider GUCs) **(Note 6)**	(1,240,000)						(1,240,000)
Distribution to Harris Bank - Annual principal payment **(Note 9)**	-	(452,720)	(683,226)	(696,944)	(738,162)	(647,842)	(3,218,894)
Distribution to Class 5 (Insider GUCs) **(Note 10)**	-	(452,720)	(683,226)	(696,944)	(738,162)	(647,842)	(3,218,894)
Ending Cash - Working Capital Reserve	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 200,000**	**$ 200,000**

Significant Notes and Assumptions

Note 1) Revenue and expense estimates are based on a three year historical average with inflation factors applied.

Note 2) Pursuant to the terms of the plan, the restated principal balance of the pre-petition secured debt to Harris Bank is $53,894,302.62 to be amortized over 20 years from the Effective Date. The interest will accrue as follows: 4.25% for the first two years of the loan term, 4.5% for the next two years of the loan term, and 4.75% for the final year of the loan term.

Note 3) Estimated DIP financing draws as of Effective Date will be paid from Exit Financing.

Note 4) The Debtor will obtain Exit Financing which will be paid after Class 4 creditors are paid in full. The annual interest charge for the Exit Financing is 4.25%

Note 5) Administrative expenses include an estimate of $260,000 for unpaid professional fees to be paid at Confirmation and vendors administrative expense claims for Kelly Tractor, Crop Production Services and Helena Chemical totaling $68,847.

Note 6) Class 4 non-insiders GUC claims will be paid in full over the first 12 months after Effective Date at a rate of 4.25% per annum.

Note 7) Allowed Class 3 claim to be paid in full with interest at the rate of 4.25% per annum within 30 days after the Effective Date.

Note 8) Estimated cash available on Effective Date.

Note 9) As a part of the restated loan, the Reorganized Debtor shall pay to Harris Bank 50% of net cash flow annually. Each such payment shall be credited to the principal balance of the restated loan.

Note 10) Class 5 insider GUC claims will be paid out of the cash available after payment to Harris Bank of 50% annual Net Cash Flow.

Note 11) For the purpose of the annual distributions to Harris Bank and Class 5 GUCs, the Net Cash Flow consists of the cash flow from operations after debt service and Chapter 11 plan expenses.

Old Corkscrew Plantation, LLC
Case No: 9:11-BK-14559
United States Bankruptcy Court
Middle District of Florida
Fort Myers Division

Post Confirmation
May - December 2012 Projections by Month

	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Total
Operating cash inflows									
Round Orange revenue	$ 1,233,498	$ 1,233,498	$ 291,000	$ -	$ -	$ -	$ -	$ 2,346,830	$ 5,104,826
Round Orange rise payments	82,736	-	-	854,548	-	-	-	-	937,284
Fresh Fruit	449,234	449,234	449,234	449,234			150,000		1,946,935
Patronage Dividend Income						374,400			374,400
Total Cash Inflows	$ 1,765,468	$ 1,682,732	$ 740,234	$ 1,303,782	$ -	$ 374,400	$ 150,000	$ 2,346,830	$ 8,363,445
Operating cash outflows									
Harvesting costs	296,060	296,060	296,060	177,515	-	-	59,273	107,833	1,232,801
Facilities and real estate	15,964	15,964	11,964	11,964	11,964	11,964	11,964	11,964	103,710
General and administrative	5,310	5,310	5,310	5,310	5,310	5,310	5,310	5,310	42,479
Grove maintenance	56,000	136,000	56,000	66,000	56,000	56,000	56,000	56,000	537,996
Grove management	126,376	126,376	126,376	126,376	126,376	126,376	126,376	126,376	1,011,005
Insurance	6,426	612			3,978	7,344		3,978	22,338
Production chemicals	358,448	537,673	54,709	54,709	54,709	54,709	154,709	54,709	1,324,376
Professional fees	23,338	23,338	23,338	23,338	23,338	23,338	23,338	23,338	186,705
Taxes									-
Total Cash Outflows	$ 887,921	$ 1,141,332	$ 573,756	$ 465,211	$ 281,674	$ 285,040	$ 436,969	$ 389,507	$ 4,461,409
Net cash flow from operations	$ 877,546	$ 541,400	$ 166,478	$ 838,571	$ (281,674)	$ 89,360	$ (286,969)	$ 1,957,323	$ 3,902,036
Other expenses									
Harris Bank debt service	-	1,001,196	-	-	1,001,196	-	-	1,001,196	3,003,589
Chapter 11 Plan Expenses & Payments to Creditors									
U.S. Trustee fees	10,000	-	-	-	-	-	-	-	10,000
Administrative Claims	328,847	-	-	-	-	-	-	-	328,847
Payment to Class 3 Creditors	5,096	-	-	-	-	-	-	-	5,096
Payment of exit financing		-	-	-	-	-	-	264,504	264,504
Total Other Expenses	$ 343,943	$ 1,001,196	$ -	$ -	$ 1,001,196	$ -	$ -	$ 1,265,700	$ 3,612,036
Net Cash Flow	533,603	(459,796)	166,478	838,571	(1,282,870)	89,360	(286,969)	691,623	290,000
Beginning cash	1,150,000	1,183,603	723,807	890,285	1,728,856	445,986	535,346	248,377	1,150,000
Net Cash Flow	533,603	(459,796)	166,478	838,571	(1,282,870)	89,360	(286,969)	691,623	290,000
Distribution to Class 4	(500,000)	-	-	-	-	-	-	(740,000)	(1,240,000)
Distribution to Harris Bank - Annual Principal Payment									-
Distribution to Class 5 (Insiders)	-	-	-	-	-	-	-	-	-
Ending Cash (Working Capital Reserve)	$ 1,183,603	$ 723,807	$ 890,285	$ 1,728,856	$ 445,986	$ 535,346	$ 248,377	$ 200,000	$ 200,000

See Accompanying Significant Notes and Assumptions

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Old Corkscrew Plantation, LLC
Case No: 9:11-BK-14559
United States Bankruptcy Court
Middle District of Florida
Fort Myers Division

Post Confirmation
2013 Projections by Month

	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Total
Operating cash inflows													
Round Orange revenue	$ 2,407,942	$ 1,196,883	$ 2,158,231	$ 961,348	$ 1,258,168	$ 1,258,168	$ 296,820	$ -	$ -	$ -	$ -	$ 2,393,767	$ 11,931,327
Round Orange rise payments	-	-	-	-	84,391	-	-	871,639	-	-	-	-	956,030
Fresh Fruit	-	-	-	-	458,218	458,218	458,218	458,218	-	-	153,000	-	1,985,874
Patronage Dividend Income	-	-	-	-	-	-	-	-	-	381,888	-	-	381,888
Total Cash Inflows	$ 2,407,942	$ 1,196,883	$ 2,158,231	$ 961,348	$ 1,800,777	$ 1,716,386	$ 755,038	$ 1,329,858	$ -	$ 381,888	$ 153,000	$ 2,393,767	$ 15,255,119
Operating cash outflows													
Harvesting costs	804,705	975,153	783,252	783,252	301,981	301,981	301,981	181,065	-	-	60,458	109,990	4,603,817
Facilities and real estate	12,203	12,203	12,203	12,203	16,283	16,283	12,203	12,203	12,203	12,203	12,203	12,203	154,596
General and administrative	5,363	5,363	5,363	5,363	5,363	5,363	5,363	5,363	5,363	5,363	5,363	5,363	64,356
Grove maintenance	57,120	67,320	57,120	57,120	57,120	138,720	57,120	67,320	57,120	57,120	57,120	57,120	787,434
Grove management	127,639	127,639	127,639	127,639	127,639	127,639	127,639	127,639	127,639	127,639	127,639	127,639	1,531,672
Insurance	-	832	191,924	-	6,555	624	-	-	4,058	7,491	-	4,058	215,541
Production chemicals	55,803	55,803	365,617	365,617	365,617	548,426	55,803	55,803	55,803	55,803	157,803	55,803	2,193,705
Professional fees	23,805	23,805	23,805	23,805	23,805	23,805	23,805	23,805	23,805	23,805	23,805	23,805	285,658
Taxes	-	-	131,619	-	-	-	-	-	-	-	-	-	131,619
Total Cash Outflows	$ 1,086,638	$ 1,268,118	$ 1,698,541	$ 1,374,999	$ 904,363	$ 1,162,841	$ 583,914	$ 473,198	$ 285,991	$ 289,424	$ 444,391	$ 395,980	$ 9,968,398
Net cash flow from operations	$ 1,321,304	$ (71,235)	$ 459,690	$ (413,651)	$ 896,414	$ 553,545	$ 171,124	$ 856,659	$ (285,991)	$ 92,464	$ (291,391)	$ 1,997,786	$ 5,286,721
Other expenses													
Harris Bank debt service	-	-	1,001,196	-	-	1,001,196	-	-	1,001,196	-	-	1,001,196	4,004,785
Exit financing payment (Note 4)	376,496												376,496
Total Other Expenses	$ 376,496	$ -	$ 1,001,196	$ -	$ -	$ 1,001,196	$ -	$ -	$ 1,001,196	$ -	$ -	$ 1,001,196	$ 4,381,281
Net Cash Flow	944,808	(71,235)	(541,506)	(413,651)	896,414	(447,651)	171,124	856,659	(1,287,187)	92,464	(291,391)	996,590	905,439
Beginning cash	200,000	1,144,808	1,073,574	532,068	118,417	1,014,831	567,180	738,304	1,594,963	307,777	400,241	108,850	200,000
Net cash flow	944,808	(71,235)	(541,506)	(413,651)	896,414	(447,651)	171,124	856,659	(1,287,187)	92,464	(291,391)	996,590	905,439
Distribution to Harris Bank - Annual Principal Payment	-	-	-	-	-	-	-	-	-	-	-	(452,720)	(452,720)
Distribution to Class 5 (Insiders)	-	-	-	-	-	-	-	-	-	-	-	(452,720)	(452,720)
Ending Cash (Working Capital Reserve)	$ 1,144,808	$ 1,073,574	$ 532,068	$ 118,417	$ 1,014,831	$ 567,180	$ 738,304	$ 1,594,963	$ 307,777	$ 400,241	$ 108,850	$ 200,000	$ 200,000

See Accompanying Significant Notes and Assumptions

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Old Corkscrew Plantation, LLC
Case No: 9:11-BK-14559
United States Bankruptcy Court
Middle District of Florida
Fort Myers Division

Post Confirmation
2014 Projections by Month

	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Total
Operating cash inflows													
Round Orange revenue	$ 2,456,101	$ 1,220,821	$ 2,201,396	$ 980,575	$ 1,283,331	$ 1,283,331	$ 302,756	$ -	$ -	$ -	$ -	$ 2,441,642	$ 12,169,953
Round Orange rise payments	-	-	-	-	86,079	-	-	889,072	-	-	-	-	975,151
Fresh Fruit	-	-	-	-	467,383	467,383	467,383	467,383	-	-	156,060	-	2,025,591
Patronage Dividend Income	-	-	-	-	-	-	-	-	-	389,526	-	-	389,526
Total Cash Inflows	$ 2,456,101	$ 1,220,821	$ 2,201,396	$ 980,575	$ 1,836,793	$ 1,750,714	$ 770,139	$ 1,356,455	$ -	$ 389,526	$ 156,060	$ 2,441,642	$ 15,560,221
Operating cash outflows													
Harvesting costs	820,799	994,656	798,917	798,917	308,021	308,021	308,021	184,687	-	-	61,667	112,189	4,695,894
Facilities and real estate	12,447	12,447	12,447	12,447	16,609	16,609	12,447	12,447	12,447	12,447	12,447	12,447	157,688
General and administrative	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	65,000
Grove maintenance	58,262	68,666	58,262	58,262	58,262	141,494	58,262	68,666	58,262	58,262	58,262	58,262	803,183
Grove management	128,916	128,916	128,916	128,916	128,916	128,916	128,916	128,916	128,916	128,916	128,916	128,916	1,546,989
Insurance	-	849	195,762	-	6,686	637	-	-	4,139	7,641	-	4,139	219,852
Production chemicals	56,919	56,919	372,930	372,930	372,930	559,395	56,919	56,919	56,919	56,919	160,959	56,919	2,237,579
Professional fees	24,281	24,281	24,281	24,281	24,281	24,281	24,281	24,281	24,281	24,281	24,281	24,281	291,372
Taxes	-	-	131,619	-	-	-	-	-	-	-	-	-	131,619
Total Cash Outflows	$ 1,107,041	$ 1,292,150	$ 1,728,549	$ 1,401,169	$ 921,120	$ 1,184,768	$ 594,263	$ 481,332	$ 290,380	$ 293,882	$ 451,949	$ 402,570	$ 10,149,173
Net cash flow from operations	$ 1,349,060	$ (71,329)	$ 472,846	$ (420,594)	$ 915,672	$ 565,946	$ 175,877	$ 875,123	$ (290,380)	$ 95,643	$ (295,889)	$ 2,039,072	$ 5,411,048
Other expenses													
Harris Bank debt service	-	-	1,001,196	-	-	1,014,466	-	-	1,014,466	-	-	1,014,466	4,044,595
Total Other Expenses	$ -	$ -	$ 1,001,196	$ -	$ -	$ 1,014,466	$ -	$ -	$ 1,014,466	$ -	$ -	$ 1,014,466	$ 4,044,595
Net Cash Flow	1,349,060	(71,329)	(528,350)	(420,594)	915,672	(448,520)	175,877	875,123	(1,304,847)	95,643	(295,889)	1,024,606	1,366,453
Beginning cash	200,000	1,549,061	1,477,731	949,381	528,788	1,444,460	995,940	1,171,816	2,046,939	742,093	837,736	541,847	200,000
Net cash flow	1,349,060	(71,329)	(528,350)	(420,594)	915,672	(448,520)	175,877	875,123	(1,304,847)	95,643	(295,889)	1,024,606	1,366,453
Distribution to Harris Bank - Annual Principal Payment	-	-	-	-	-	-	-	-	-	-	-	(683,226)	(683,226)
Distribution to Class 5 (Insiders)	-	-	-	-	-	-	-	-	-	-	-	(683,226)	(683,226)
Ending Cash (Working Capital Reserve)	$ 1,549,061	$ 1,477,731	$ 949,381	$ 528,788	$ 1,444,460	$ 995,940	$ 1,171,816	$ 2,046,939	$ 742,093	$ 837,736	$ 541,847	$ 200,000	$ 200,000

See Accompanying Significant Notes and Assumptions

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Old Corkscrew Plantation, LLC
Case No: 9:11-BK-14559
United States Bankruptcy Court
Middle District of Florida
Fort Myers Division

Post Confirmation
2015 Projections by Month

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Operating cash inflows													
Round Orange revenue	$ 2,480,662	$ 1,233,029	$ 2,223,410	$ 990,381	$ 1,296,165	$ 1,296,165	$ 305,784	$ -	$ -	$ -	$ -	$ 2,466,058	$ 12,291,653
Round Orange rise payments	-	-	-	-	86,939	-	-	897,963	-	-	-	-	984,902
Fresh Fruit	-	-	-	-	472,057	472,057	472,057	472,057	-	-	157,621	-	2,045,847
Patronage Dividend Income	-	-	-	-	-	-	-	-	-	393,421	-	-	393,421
Total Cash Inflows	$ 2,480,662	$ 1,233,029	$ 2,223,410	$ 990,381	$ 1,855,161	$ 1,768,221	$ 777,841	$ 1,370,019	$ -	$ 393,421	$ 157,621	$ 2,466,058	$ 15,715,823
Operating cash outflows													
Harvesting costs	829,007	1,004,602	806,906	806,906	311,101	311,101	311,101	186,533	-	-	62,284	113,311	4,742,853
Facilities and real estate	12,696	12,696	12,696	12,696	16,941	16,941	12,696	12,696	12,696	12,696	12,696	12,696	160,842
General and administrative	5,471	5,471	5,471	5,471	5,471	5,471	5,471	5,471	5,471	5,471	5,471	5,471	65,650
Grove maintenance	59,427	70,039	59,427	59,427	59,427	144,324	59,427	70,039	59,427	59,427	59,427	59,427	819,246
Grove management	130,205	130,205	130,205	130,205	130,205	130,205	130,205	130,205	130,205	130,205	130,205	130,205	1,562,458
Insurance	-	866	199,677	-	6,819	649	-	-	4,221	7,794	-	4,221	224,249
Production chemicals	57,489	57,489	376,659	376,659	376,659	564,989	57,489	57,489	57,489	57,489	162,569	57,489	2,259,954
Professional fees	24,767	24,767	24,767	24,767	24,767	24,767	24,767	24,767	24,767	24,767	24,767	24,767	297,199
Taxes	-	-	131,619	-	-	-	-	-	-	-	-	-	131,619
Total Cash Outflows	$ 1,119,061	$ 1,306,134	$ 1,747,426	$ 1,416,130	$ 931,390	$ 1,198,446	$ 601,155	$ 487,199	$ 294,275	$ 297,847	$ 457,418	$ 407,587	$ 10,264,070
Net cash flow from operations	$ 1,361,601	$ (73,105)	$ 475,984	$ (425,750)	$ 923,771	$ 569,775	$ 176,686	$ 882,820	$ (294,275)	$ 95,574	$ (299,798)	$ 2,058,472	$ 5,451,753
Other expenses													
Harris Bank debt service	-	-	1,014,466	-	-	1,014,466	-	-	1,014,466	-	-	1,014,466	4,057,865
Total Other Expenses	$ -	$ -	$ 1,014,466	$ -	$ -	$ 1,014,466	$ -	$ -	$ 1,014,466	$ -	$ -	$ 1,014,466	$ 4,057,865
Net Cash Flow	1,361,601	(73,105)	(538,483)	(425,750)	923,771	(444,691)	176,686	882,820	(1,308,742)	95,574	(299,798)	1,044,005	1,393,889
Beginning cash	200,000	1,561,601	1,488,496	950,014	524,264	1,448,035	1,003,344	1,180,029	2,062,849	754,108	849,681	549,884	200,000
Net cash flow	1,361,601	(73,105)	(538,483)	(425,750)	923,771	(444,691)	176,686	882,820	(1,308,742)	95,574	(299,798)	1,044,005	1,393,889
Distribution to Harris Bank - Annual Principal Payment	-	-	-	-	-	-	-	-	-	-	-	(696,944)	(696,944)
Distribution to Class 5 (Insiders)	-	-	-	-	-	-	-	-	-	-	-	(696,944)	(696,944)
Ending Cash (Working Capital Reserve)	$ 1,561,601	$ 1,488,496	$ 950,014	$ 524,264	$ 1,448,035	$ 1,003,344	$ 1,180,029	$ 2,062,849	$ 754,108	$ 849,681	$ 549,884	$ 200,000	$ 200,000

See Accompanying Significant Notes and Assumptions

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Old Corkscrew Plantation, LLC
Case No: 9:11-BK-14559
United States Bankruptcy Court
Middle District of Florida
Fort Myers Division

Post Confirmation
2016 Projections by Month

	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Total
Operating cash inflows													
Round Orange revenue	$ 2,505,468	$ 1,245,359	$ 2,245,644	$ 1,000,284	$ 1,309,126	$ 1,309,126	$ 308,842	$ -	$ -	$ -	$ -	$ 2,490,719	$ 12,414,569
Round Orange rise payments	-	-	-	-	87,809	-	-	906,942	-	-	-	-	994,751
Fresh Fruit	-	-	-	-	476,777	476,777	476,777	476,777	-	-	159,197	-	2,066,306
Patronage Dividend Income	-	-	-	-	-	-	-	-	-	397,355	-	-	397,355
Total Cash Inflows	$ 2,505,468	$ 1,245,359	$ 2,245,644	$ 1,000,284	$ 1,873,712	$ 1,785,903	$ 785,619	$ 1,383,720	$ -	$ 397,355	$ 159,197	$ 2,490,719	$ 15,872,981
Operating cash outflows													
Harvesting costs	837,297	1,014,648	814,975	814,975	314,212	314,212	314,212	188,399	-	-	62,907	114,444	4,790,281
Facilities and real estate	12,950	12,950	12,950	12,950	17,280	17,280	12,950	12,950	12,950	12,950	12,950	12,950	164,059
General and administrative	5,526	5,526	5,526	5,526	5,526	5,526	5,526	5,526	5,526	5,526	5,526	5,526	66,306
Grove maintenance	60,616	71,440	60,616	60,616	60,616	147,210	60,616	71,440	60,616	60,616	60,616	60,616	835,631
Grove management	131,507	131,507	131,507	131,507	131,507	131,507	131,507	131,507	131,507	131,507	131,507	131,507	1,578,083
Insurance	-	883	203,671	-	6,956	662	-	-	4,306	7,949	-	4,306	228,734
Production chemicals	58,063	58,063	380,426	380,426	380,426	570,638	58,063	58,063	58,063	58,063	164,195	58,063	2,282,554
Professional fees	25,262	25,262	25,262	25,262	25,262	25,262	25,262	25,262	25,262	25,262	25,262	25,262	303,143
Taxes	-	-	131,619	-	-	-	-	-	-	-	-	-	131,619
Total Cash Outflows	$ 1,131,220	$ 1,320,279	$ 1,766,550	$ 1,431,261	$ 941,783	$ 1,212,297	$ 608,136	$ 493,146	$ 298,229	$ 301,873	$ 462,961	$ 412,674	$ 10,380,410
Net cash flow from operations	$ 1,374,248	$ (74,920)	$ 479,094	$ (430,976)	$ 931,929	$ 573,606	$ 177,484	$ 890,573	$ (298,229)	$ 95,482	$ (303,764)	$ 2,078,045	$ 5,492,572
Other expenses													
Harris Bank debt service	-	-	1,014,466	-	-	1,000,594	-	-	1,000,594	-	-	1,000,594	4,016,247
Total Other Expenses	$ -	$ -	$ 1,014,466	$ -	$ -	$ 1,000,594	$ -	$ -	$ 1,000,594	$ -	$ -	$ 1,000,594	$ 4,016,247
Net Cash Flow	1,374,248	(74,920)	(535,372)	(430,976)	931,929	(426,988)	177,484	890,573	(1,298,823)	95,482	(303,764)	1,077,452	1,476,325
Beginning cash	200,000	1,574,248	1,499,329	963,956	532,980	1,464,909	1,037,922	1,215,405	2,105,978	807,155	902,638	598,873	200,000
Net cash flow	1,374,248	(74,920)	(535,372)	(430,976)	931,929	(426,988)	177,484	890,573	(1,298,823)	95,482	(303,764)	1,077,452	1,476,325
Distribution to Harris Bank - Annual Principal Payment	-	-	-	-	-	-	-	-	-	-	-	(738,162)	(738,162)
Distribution to Class 5 (Insiders)	-	-	-	-	-	-	-	-	-	-	-	(738,162)	(738,162)
Ending Cash (Working Capital Reserve)	$ 1,574,248	$ 1,499,329	$ 963,956	$ 532,980	$ 1,464,909	$ 1,037,922	$ 1,215,405	$ 2,105,978	$ 807,155	$ 902,638	$ 598,873	$ 200,000	$ 200,000

See Accompanying Significant Notes and Assumptions

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Old Corkscrew Plantation, LLC
Case No: 9:11-BK-14559
United States Bankruptcy Court
Middle District of Florida
Fort Myers Division

Post Confirmation
January - May 2017 Projections by Month

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Total
Operating cash inflows						
Round Orange revenue	$ 2,530,523	$ 1,257,813	$ 2,268,100	$ 1,010,287	$ 1,322,217	$ 8,388,941
Round Orange rise payments	-	-	-	-	88,687	88,687
Fresh Fruit	-	-	-	-	481,545	481,545
Patronage Dividend Income	-	-	-	-	-	-
Total Cash Inflows	$ 2,530,523	$ 1,257,813	$ 2,268,100	$ 1,010,287	$ 1,892,449	$ 8,959,173
Operating cash outflows						
Harvesting costs	845,670	1,024,795	823,125	823,125	317,354	3,834,068
Facilities and real estate	13,209	13,209	13,209	13,209	17,625	70,461
General and administrative	5,581	5,581	5,581	5,581	5,581	27,904
Grove maintenance	61,828	72,869	61,828	61,828	61,828	320,181
Grove management	132,822	132,822	132,822	132,822	132,822	664,110
Insurance	-	901	207,744	-	7,095	215,740
Production chemicals	58,644	58,644	384,230	384,230	384,230	1,269,978
Professional fees	25,767	25,767	25,767	25,767	25,767	128,836
Taxes	-	-	131,619	-	-	131,619
Total Cash Outflows	$ 1,143,521	$ 1,334,587	$ 1,785,924	$ 1,446,561	$ 952,302	$ 6,662,896
Net cash flow from operations	$ 1,387,002	$ (76,774)	$ 482,176	$ (436,274)	$ 940,147	$ 2,296,277
Other expenses						
Harris Bank debt service	-	-	1,000,594		-	1,000,594
Total Other Expenses	$ -	$ -	$ 1,000,594	$ -	$ -	$ 1,000,594
Net Cash Flow	1,387,002	(76,774)	(518,418)	(436,274)	940,147	1,295,683
Beginning cash	200,000	1,587,003	1,510,228	991,811	555,537	200,000
Net cash flow	1,387,002	(76,774)	(518,418)	(436,274)	940,147	1,295,683
Distribution to Harris Bank - Annual Principal Payment	-	-	-	-	(647,842)	(647,842)
Distribution to Class 5 (Insiders)	-	-	-	-	(647,842)	(647,842)
Ending Cash	$ 1,587,003	$ 1,510,228	$ 991,811	$ 555,537	$ 200,000	$ 200,000

See Accompanying Significant Notes and Assumptions

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Loan Amortization Schedule - Per Debtor Years 1 and 2

	Enter values
Loan amount	$ 53,894,302.62
Annual interest rate	4.25 %
Loan period in years	20
Number of payments per year	4.00
Start date of loan	4/1/2012
Optional extra payments	

Lender name:

	Loan summary
Scheduled payment	$ 1,001,196.30
Scheduled number of payments	80
Actual number of payments	8
Total early payments	$ 452,719.72
Total interest	$ 4,445,960.55

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	6/30/2012	$ 53,894,302.62	$ 1,001,196.30		$ 1,001,196.30	$ 428,569.33	$ 572,626.97	$ 53,465,733.29	$ 572,626.97
2	9/30/2012	$ 53,465,733.29	$ 1,001,196.30		$ 1,001,196.30	$ 433,122.88	$ 568,073.42	$ 53,032,610.40	$ 1,140,700.38
3	12/31/2012	$ 53,032,610.40	$ 1,001,196.30	$ -	$ 1,001,196.30	$ 437,724.81	$ 563,471.49	$ 52,594,885.59	$ 1,704,171.87
4	3/31/2013	$ 52,594,885.59	$ 1,001,196.30	$ -	$ 1,001,196.30	$ 442,375.64	$ 558,820.66	$ 52,152,509.95	$ 2,262,992.53
5	6/30/2013	$ 52,152,509.95	$ 1,001,196.30	$ -	$ 1,001,196.30	$ 447,075.88	$ 554,120.42	$ 51,705,434.06	$ 2,817,112.94
6	9/30/2013	$ 51,705,434.06	$ 1,001,196.30		$ 1,001,196.30	$ 451,826.06	$ 549,370.24	$ 51,253,608.00	$ 3,366,483.18
7	12/31/2013	$ 51,253,608.00	$ 1,001,196.30	$ 452,719.72	$ 1,453,916.02	$ 909,346.44	$ 544,569.59	$ 50,344,261.57	$ 3,911,052.77
8	3/31/2014	$ 50,344,261.57	$ 1,001,196.30	$ -	$ 1,001,196.30	$ 466,288.52	$ 534,907.78	$ 49,877,973.04	$ 4,445,960.55
					$ 8,462,290.12	$ 4,016,329.58	$ 4,445,960.55		

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Loan Amortization Schedule - Per Debtor Years 3 and 4

	Enter values
Loan amount	$ 49,877,973.04
Annual interest rate	4.50 %
Loan period in years	18
Number of payments per year	4
Start date of loan	4/1/2014
Optional extra payments	

Lender name:

	Loan summary
Scheduled payment	$ 1,014,466.21
Scheduled number of payments	72
Actual number of payments	9
Total early payments	$ 1,380,170.69
Total interest	$ 4,295,810.55

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	6/30/2014	$ 49,877,973.04	$ 1,014,466.21	$ -	$ 1,014,466.21	$ 453,339.01	$ 561,127.20	$ 49,424,634.03	$ 561,127.20
2	9/30/2014	$ 49,424,634.03	$ 1,014,466.21	$ -	$ 1,014,466.21	$ 458,439.07	$ 556,027.13	$ 48,966,194.96	$ 1,117,154.33
3	12/31/2014	$ 48,966,194.96	$ 1,014,466.21	$ 683,226.39	$ 1,697,692.60	$ 1,146,822.91	$ 550,869.69	$ 47,819,372.05	$ 1,668,024.02
4	3/31/2015	$ 47,819,372.05	$ 1,014,466.21	$ -	$ 1,014,466.21	$ 476,498.27	$ 537,967.94	$ 47,342,873.78	$ 2,205,991.96
5	6/30/2015	$ 47,342,873.78	$ 1,014,466.21	$ -	$ 1,014,466.21	$ 481,858.88	$ 532,607.33	$ 46,861,014.91	$ 2,738,599.29
6	9/30/2015	$ 46,861,014.91	$ 1,014,466.21	$ -	$ 1,014,466.21	$ 487,279.79	$ 527,186.42	$ 46,373,735.12	$ 3,265,785.71
7	12/31/2015	$ 46,373,735.12	$ 1,014,466.21	$ 696,944.30	$ 1,711,410.51	$ 1,189,705.99	$ 521,704.52	$ 45,184,029.13	$ 3,787,490.23
8	3/31/2016	$ 45,184,029.13	$ 1,014,466.21	$ -	$ 1,014,466.21	$ 506,145.88	$ 508,320.33	$ 44,677,883.25	$ 4,295,810.55
					$ 9,495,900.35	$ 5,200,089.79	$ 4,295,810.55		

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Loan Amortization Schedule - Per Debtor Year 5

	Enter values
Loan amount	$ 44,677,883.25
Annual interest rate	4.75 %
Loan period in years	16
Number of payments per year	4
Start date of loan	4/1/2016
Optional extra payments	

Lender name:

	Loan summary
Scheduled payment	$ 1,000,593.64
Scheduled number of payments	64
Actual number of payments	5
Total early payments	$ 738,162.33
Total interest	$ 2,079,677.24

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	6/30/2016	$ 44,677,883.25	$ 1,000,593.64	$ -	$ 1,000,593.64	$ 470,043.78	$ 530,549.86	$ 44,207,839.47	$ 530,549.86
2	9/30/2016	$ 44,207,839.47	$ 1,000,593.64	$ -	$ 1,000,593.64	$ 475,625.55	$ 524,968.09	$ 43,732,213.92	$ 1,055,517.96
3	12/31/2016	$ 43,732,213.92	$ 1,000,593.64	$ 738,162.33	$ 1,738,755.97	$ 1,219,435.93	$ 519,320.04	$ 42,512,778.00	$ 1,574,838.00
4	3/31/2017	$ 42,512,778.00	$ 1,000,593.64	$ -	$ 1,000,593.64	$ 495,754.40	$ 504,839.24	$ 42,017,023.59	$ 2,079,677.24
					$ 4,740,536.90	$ 2,660,859.66	$ 2,079,677.24		

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Exhibit 5
Liquidation Analysis

Old Corkscrew Plantation, LLC, et al
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United States Bankruptcy Court
Middle District of Florida
Fort Myers Division

Liquidation Analysis

Assets Available For Distribution	Estimated Liquidation Value as of January 31, 2012 (Estimated Effective Date)	Significant Assumptions (Exhibit B)
Cash	$ -	1
Partnership interests -OCP Enterprises, LLC	-	2
Real property and citrus grove crops	55,539,000	3
Machinery, fixtures, equipment, and supplies	274,854	4
Estimated assets available for distribution	**55,813,854**	
Less payment of secured claims:		
Secured Claim of BMO Harris Bank, N.A.	54,434,354	5
Secured Claim of Everglades Farm Equipment Company, Inc.	5,078	6
Total secured claims	**54,439,433**	
Cash available for Chapter 7 Administrative expenses	**$ 1,374,421**	
Chapter 7 Administrative Expenses		
Chapter 7 Trustee fees	1,697,666	7
Net Chapter 7 Estate Grove carrying costs	TBD	8
Chapter 7 Estate professional fees	200,000	9
Total Chapter 7 Administraive Expenses	**1,897,666**	
Cash available for payment of Chapter 11 Administrative Expenses	**$ -**	
Chapter 11 Administrative Expenses		
Allowed administrative expense claims	62,607	10
Professional fees incurred and unpaid at January 31, 2012	150,000	11
Vendor expenses incurred and unpaid at January 31, 2012	200,000	12
U.S. Trustee fees	9,750	13
Total Chapter 11 Administrative Expenses	422,357	
Estimated net assets available for distribution to General Unsecured Creditors	$ -	
Unsecured claims	**$ 6,499,049**	14
Estimated Distribution % to GUC's	**0%**	

THE SIGNIFICANT ASSUMPTIONS ARE AN INTEGRAL PART OF THIS ANALYSIS

The CRO from time to time makes written or oral forward-looking statements concerning expectations, beliefs, plans, objectives, future events or performance and underlying assumptions and other statements that are not historical facts. These statements are "forward-looking statements." Generally, the inclusion of the words "believe", "could", "should", "estimate", "expect", "intend", "anticipate", "will", "plan", "target", "forecast" and similar expressions identify statements that constitute "forward-looking statements." All statements addressing developments that the CRO expects or anticipates will occur in the future, including statements relating to values, future financial condition, assets, real property and timing of their disposition, as well as statements expressing optimism or pessimism about future results, are forward-looking statements.

The forward-looking statements are based upon the CRO's then-current views and assumptions regarding future developments and are applicable only as of the dates of such statements. By their nature, all forward-looking statements involve risks and uncertainties. The CRO assumes no obligation to update or review any forward-looking information to reflect actual results, changes in assumptions or changes in other factors affecting forward-looking information, whether as a result of new information, future events or otherwise. There can be no assurance that the CRO has correctly identified and appropriately assessed all factors affecting the Company and its assets. For these reasons, you are cautioned not to place undue reliance on any forward-looking statements.

Old Corkscrew Plantation, LLC, et al
Case No: 9:11-bk-14559
United States Bankruptcy Court
Middle District of Florida
Fort Myers Division

Liquidation Analysis

	Management's Significant Assumptions:
1	Estimated cash balance as of the Effective Date.
2	The Debtor owns a 40% interest in Old Corkscrew Enterprises, LLC which owns a 40% interest in the Old Corkscrew Golf Course. Management believes that the asset is highly leveraged. This combined with an oversaturated market of struggling golf courses equates to a deminimus liquidation value.
3	Estimated liquidation value is based on value listed in bankruptcy schedules of $102,850,000 discounted by 40% and assumes a 10% marketing and sales cost.
4	The estimated liquidation value is 50% of the fixed assets included in bankruptcy schedules.
5	The Class 2 Secured Claim of Harris Bank is secured by a lien on real property and assignments of rents and of fruit contracts, equipment and proceeds.
6	The Class 3 Secured Claim of Everglades Farm Equipment Company, Inc. is secured by a lien on a John Deere 6430 Standard Cab Tractor.
7	Estimate of Chapter 7 trustee Fees payable in connection with administering the Chapter 7 Estate.
8	The liquidation analysis assumes that the Chapter 7 Trustee will operate and maintain the groves during the marketing and sale process through September 30, 2012. The net carrying costs are costs to operate and maintain the groves in excess of revenues estimated to be collected during this period.
9	The Chapter 7 Trustee will retain professionals to assist with administering the Estate. The professional fees are estimated to be $200,000.
10	Amount represents administrative expense claims for Helena Chemical Company in the amount of $22,055.95 and Crop Production Services in the amount of $40,551 for a total of $62,607.
11	The Liquidation Analysis assumes that there will be approximately $150,000 in professionals incurred and not paid as of January 31, 2012.

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Fort Myers Division

Liquidation Analysis

12 The Liquidation Analysis assumes that there will be approximately $200,000 in vendor expenses incurred and not paid as of January 31, 2012.

13 The Liquidation Analysis assumes that there will be approximately $9,750 in United States Trustee fees incurred and not paid as of January 31, 2012.

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