

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA**

IN RE:

**PWK TIMBERLAND, LLC
DEBTOR**

**CASE NO: 13-20242
CHAPTER 11**

DEBTOR'S PLAN OF REORGANIZATION

INTRODUCTION

PWK TIMBERLAND, LLC, hereinafter referred to as "Debtor" and "Debtor-in-Possession("Debtor"), proposes the following Plan of Reorganization with respect to its Chapter 11 Case pursuant to section 1121(a) of title 11 of the United States Code (the "Bankruptcy Code").

Reference is made to the Disclosure Statement with respect to this Plan, distributed contemporaneously herewith, for a discussion of the Debtor's history, business, property, operations, risk factors, a summary and analysis of this Plan and certain related matters including the securities to be issued under this Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Fed. R. Bankr. P. 3019, the Debtor respectfully reserves the right to alter, amend, modify, revoke or withdraw this Plan prior to consummation of this Plan.

NO SOLICITATION MATERIALS, OTHER THAN THE DISCLOSURE STATEMENT AND RELATED MATERIALS TRANSMITTED THEREWITH THAT ARE APPROVED BY THE BANKRUPTCY COURT, HAVE BEEN AUTHORIZED BY THE BANKRUPTCY COURT FOR USE IN SOLICITING ACCEPTANCE OR REJECTION OF THIS PLAN.

**I. DEFINED TERMS, RULES OF INTERPRETATION
AND COMPUTATION OF TIME**

1.1. Rules of Construction. For purposes of this Plan, unless otherwise provided herein: (a) any reference in this Plan to a contract, instrument, document, release, indenture or other agreement, whether existing or contemplated, being in a particular form or on particular terms and conditions means that such contract, instrument, document, release, indenture or other agreement shall be substantially in such form or substantially on such terms and conditions; (b) unless otherwise specified, all references in this Plan to the Introduction, Appendices, Articles, Sections, Schedules and Exhibits are references to the Introduction, Appendices, Articles, Sections, Schedules and Exhibits of or to this Plan; (c) captions and headings in this Plan are intended for convenience of reference only and are not intended to be part of or to affect interpretation of this Plan; (d) the words "herein," "hereof," "hereunder," "hereto" and other

words of similar import refer to this Plan in its entirety rather than to a particular portion of this Plan; (e) whenever it appears appropriate from the context, each pronoun stated in the masculine, feminine or neuter includes the masculine, feminine and neuter; and (f) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

1.2. Computation of Time . Unless otherwise expressly provided, Fed. R. Bankr. P. 9006(a) shall apply in computing time prescribed or allowed by this Plan.

1.3. Definitions. For purposes of this Chapter 11 Plan of Reorganization and any subsequent amendments or modifications hereof, the terms set forth in the attached Uniform Glossary of Defined Terms for Plan, Disclosure Statement and Plan Documents shall have the meanings set forth therein, and any term used herein, which is defined in the Bankruptcy Code but not defined herein, shall have the meaning set forth in the Bankruptcy Code.

II. TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS AND UNCLASSIFIED CLAIMS AGAINST THE DEBTORS

2.1. Administrative Expense Claims . On the later of (i) the Effective Date or (ii) the date on which an Administrative Expense Claim becomes Allowed, the Reorganized Debtor shall either (a) pay to each Holder of an Allowed Administrative Expense Claim, in Cash, the full amount of such Allowed Administrative Expense Claim, or (b) satisfy and discharge such Administrative Expense Claim in accordance with such other terms that the Reorganized Debtor and such Holder shall have agreed upon in writing; *provided, however*, that such agreed-upon treatment shall not be more favorable than the treatment provided in subsection (a).

2.1.1. Bar Date for Filing Administrative Expense Claims. Requests for payment of Administrative Expense Claims and hearing notices related thereto shall be Filed and properly served in accordance with the local rules of the Bankruptcy Court no later than thirty (30) days after the Effective Date. Such request shall include at a minimum (a) the name of the Holder of the Administrative Expense Claim, (b) the amount of the Administrative Expense Claim and (c) the basis for the Administrative Expense Claim. **Failure to file and serve such request and related notice(s) timely and properly shall result in the Administrative Expense Claim being forever barred and discharged.**

2.1.2. Professional Compensation Claims. All professionals or other entities requesting compensation or reimbursement of expenses under sections 327, 328, 330, 331, 333, 503(b), 506 and 1103 of the Bankruptcy Code for services rendered before the Effective Date (including any compensation requested by any professional for any other entity for making a substantial contribution in the Reorganization Case) shall File and serve on the Reorganized Debtor an application for final allowance of compensation and reimbursement of expenses no later than thirty (30) days after the Effective Date.

2.1.3. Ordinary Course Liabilities. Holders of Administrative Expense Claims based on unpaid and undisputed amounts due by the Debtor in Possession for goods and services provided to it after the Petition Date and before the Effective Date arising in the ordinary course of the Debtor's business shall not be required to file any request for payment of such Claims but

each shall be deemed to be an Allowed Administrative Expense Claim in the undisputed amount recognized by the Debtor in Possession. Such deemed Allowed Administrative Expense Claims shall be paid in the ordinary course of business by the Reorganized Debtor without any further action by the Holders of such Claims.

III. CLASSIFICATION OF CLAIMS AGAINST AND INTERESTS IN DEBTOR

3.1. Classification of Claims. Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Interests in the Debtors. A Claim or Interest is placed in a particular Class for the purposes of voting on this Plan and of receiving Distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been paid, released, withdrawn or otherwise settled prior to the Effective Date. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims of the kinds specified in sections 507(a)(2) and 507(a)(8), respectively, of the Bankruptcy Code have not been classified and their treatment is set forth in Article II.

3.2. Classes. The Claims against and Interests in the Debtor are classified as follows:

3.2.1. Class 1: Unsecured Claims of the Former Members of the Debtor. Class 1 shall consist of the debt owed to the Former Members of the Limited Liability Company.

3.2.2, Class 2: General Unsecured Claims. Class 2 shall consist of the allowed outstanding principal balance of the General Unsecured Claims against the Debtor other than those contained in Class 1.

3.2.3, Class 3: Equity Interest in "Debtors". Class 3 shall consist of the equity Interest in the "Debtors".

IV. TREATMENT OF CLAIMS AND INTERESTS AND DESIGNATION WITH RESPECT TO IMPAIRMENT

4.1. Treatment of Class 1 - Unsecured Claims of the Former Members.

4.1.1. Impairment and Voting. Class 1 is not impaired by this plan and is not entitled to vote to accept it.

4.1.2. Treatment. The debtor propose an alternative method of payment of the claims of the creditors in this class as follows:

4.1.2.1. OPTION ONE: The cash payment alternative.

a. The debtor will pay the sum of \$24,000.00 per unit (share) in full payment of the claims of the Former Members of the debtor.

b. This payment will be made 90 days after acceptance of Option One in writing. This payment may, and is expected to occur, prior to the effective date of the plan.

c. Option One must be accepted in writing prior to the completion of the valuation being performed by LaPorte, CPAs and Business Advisors. Written acceptance can occur at any time, up to March 1, 2014. Members of this class that do not elect Option One in writing prior to March 1, 2014 will be deemed to have chosen Option Two as their method of payment.

d. Written acceptance should be mailed to :

PWK TIMBERLAND, LLC
1401 Ryan St.
Lake Charles, LA 70601

with a copy to:

Gerald J. Casey
Attorney For the Debtor
613 Alamo St.
Lake Charles, LA 70601

e. Written acceptance will be binding on both parties when tendered in writing to PWK and accepted in writing by PWK. PWK will send written acknowledgement to any former member accepting treatment under Option 1 within 7 days of the receipt of the notice of acceptance of Option One sent by the former member. PWK and any former member accepting Option One will be bound to under the terms of this provision of the plan when that written confirmation is sent to the tendering member.

f. Any member electing the cash option will execute a full and mutual release of all claims against PWK Timberland, LLC, its officers, directors and current members contemporaneously with the payment of the claim at closing.

4.1.2.2 **OPTION TWO: The annual payment option.**

Former members who do not elect to be paid in full under Option One above will be paid according to the provisions of Section 3 - Agreement Terms contained in the Articles of Organization of PWK Timberland, LLC, that article provides as follows:

"Section 3 - Agreement Terms

3.1. Type of Payment. The agreement price shall be paid in cash at the closing or may be paid at the option of the company in five (5) equal annual payments of principal and interest from the date of closing. The first payment shall be made at the closing for the sale of the tendered member interest, and all subsequent payments shall include interest compounded annually at the Applicable Federal Rate established under Internal Revenue Code Section 1274(d) on the date of the tender added to each installment after the first installment. The company shall prepare and give the selling member a negotiable promissory note secured by the

tendered member interests as evidence of this debt. Such note shall permit the company to prepay all or any part of the principal balance of the note at any time without penalty or premium. The other terms and conditions of the note are set forth in the Operating Agreement of the company.

3.2. ***The Closing.*** The purchase of the tendered member interest pursuant to the Put Option will take place at a closing, held on the thirtieth (30th) day after the date on which the final right of first refusal period expires at the company's registered office, or at any other place to which the parties agree. At the closing, the buyer or buyers will pay for the offered member interests and the seller will deliver certificates representing all of the shares of the offered member interests, duly endorsed, free and clear of all encumbrances.

If the seller does not deliver the certificates at the closing, then: a) The buyer or buyers shall deposit the purchase price by check or by check and note, with an escrow agent; b) The escrow agent shall deposit such funds (sic) with any bank with which the company has a bank account on the date of the closing, to be paid to the seller as soon as is reasonably practicable; c) The company will adjust its transfer books to reflect that these shares of the stock have been transferred.

Each shareholder appoints the company, through its secretary or such other officer as its board of directors/managers may designate, as his or her agent and attorney-in-fact to execute and deliver all documents needed to convey his or her shares of the stock, if such selling member is not present at the closing. This power of attorney is coupled with an interest and does not terminate on the member's disability or death, and continues for as long as this Buy-Sell Agreement is in effect. "

a. The debtor will pay the value per share determined by LaPorte, CPAs after the final report is final and tendered to the current and former members according to the terms contained in "Section 3.1-Type of Payment" in the Articles of Organization. This provision presumes that a ruling has been issued by Hon. Kent Savoie in the State Court Suit Number 2011-002876 and that whatever discount rate that has been determined by that court has been applied by LaPorte to his final determination.

b. The debtor will pay the claims in Five (5) annual installments and according to the terms of the Articles of Organization and the Operating Agreement.

c. The debtor reserves the right to pay more than one fifth of the annual payment on the first disbursement or on any subsequent disbursement.

4.2. Treatment of Class 2 – General Unsecured Claims

4.2.1. Impairment and Voting. The Holders of Allowed General Unsecured Claims in Class 2 are impaired by this Plan and entitled to vote to accept it.

4.2.2. Treatment. The debtor does not believe that there are any creditors in this class. If it is determined that there are any general unsecured creditors, they will be paid in full on the Effective Date.

4.3. Treatment of Class 3 – Equity Interests.

4.3.1. Impairment and Voting. Class 3 is impaired by this Plan. Each Holder of an Allowed Equity Interest is entitled to vote to accept or reject this Plan.

4.3.2. Treatment. Equity holders agree to forgo any payments under this plan until all impaired creditors have been paid in according to the terms of this plan.

V. PROVISIONS REGARDING VOTING, EFFECT OF REJECTION BY IMPAIRED CLASSES, AND CONSEQUENCES OF NONCONFIRMABILITY

5.1. Voting Rights. Each Holder of an Allowed Claim or Allowed Interest as of the Voting Deadline in an impaired Class of Claims that is not deemed to have accepted this Plan shall be entitled to vote separately to accept or reject this Plan as provided in the order entered by the Bankruptcy Court establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject this Plan.

5.2. Acceptance Requirements. An impaired Class of Claims shall have accepted this Plan if votes in favor of this Plan have been cast by at least two-thirds in amount and more than one-half in number of the Allowed Claims in such Class that have voted on this Plan. An impaired Class of Interests shall have accepted this Plan if votes in favor of this Plan have been cast by at least two-thirds in amount of the Interests in such Class that have voted on this Plan.

5.3. Cramdown. If all applicable requirements for Confirmation of this Plan are met as set forth in section 1129(a)(1) through (13) of the Bankruptcy Code, except subsection (8) thereof, this Plan shall be treated as a request that the Bankruptcy Court confirm this Plan in accordance with section 1129(b) of the Bankruptcy Code, notwithstanding the failure to satisfy the requirements of section 1129(a)(8), on the basis that this Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims that is impaired under, and has not accepted, this Plan.

5.4. Tabulation of the Votes. The Debtor shall cause the tabulation of all votes on this Plan for the purpose of determining whether this Plan satisfies sections 1129(a)(8) and/or (10) of the Bankruptcy Code.

VI. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1. Assumption of Contracts and Leases. Except as otherwise provided herein or pursuant to the Confirmation Order, as of the Effective Date, all executory contracts and unexpired leases between the Debtors and any Person, including, but not limited to leases and rental agreements with tenants of the Debtor, shall be assumed pursuant to section 365(a) of the Bankruptcy Code except for any executory contract or unexpired lease that has been assigned or rejected or renegotiated and either assumed or rejected on renegotiated terms, pursuant to an order of the Bankruptcy Court entered prior to the Effective Date. Entry of the Confirmation Order shall constitute approval, pursuant to section 365(a) of the Bankruptcy Code, of the assumption of

executory contracts and unexpired leases provided for herein.

6.2. Cure of Defaults. On the Effective Date, the Reorganized Debtor (a) shall cure or provide adequate assurance that it shall cure any and all undisputed defaults under any Assumed Contract, and (b) compensate or provide adequate assurance that it shall promptly compensate the other parties to such executory contract or unexpired lease for the agreed amount of any actual pecuniary loss to such party resulting from such undisputed default in accordance with section 365(b) (1) of the Bankruptcy Code. In the event that the Reorganized Debtor disputes the existence of a default, or the nature, extent or amount of any required cure, adequate assurance or compensation, the obligations of the Reorganized Debtor under section 365(b) of the Bankruptcy Code shall be determined at the Confirmation Hearing or at any other hearing ordered by the Bankruptcy Court, and any such obligations shall be performed by the Reorganized Debtor within thirty days after the Effective Date unless otherwise provided in the Confirmation Order or by other order of the Bankruptcy Court.

6.3. Rejection Claims. If the rejection of an executory contract or unexpired lease by the Debtor (pursuant to this Plan or otherwise) results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the Debtor and the Reorganized Debtor unless a Proof of Claim is filed and served upon counsel for the Debtor no later than thirty (30) days after the earlier of (i) entry of the Confirmation Order, or (ii) entry of an order approving such rejection. Unless otherwise ordered by the Bankruptcy Court, all Claims arising from the rejection of executory contracts and unexpired leases shall be treated, to the extent they are Allowed Claims, as Allowed Class 2 Claims.

VII. MEANS OF IMPLEMENTATION OF THE PLAN

7.1. Summary of Reorganization of the Debtors. On and after the Effective Date, all Assets of the Debtors and their estate shall vest in the Reorganized Debtor free and clear of all Liens. After the Effective Date, the Reorganized Debtor may operate its business, may use, acquire and dispose of property, may retain, compensate and pay any professionals or advisors, and compromise or settle any causes of action, claims or interests without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan and the Confirmation Order. All payments due on or after the Effective Date shall be made from the Debtor's cash on hand and from the future revenues derived from the Reorganized Debtor's operation of its current properties, and other revenue generated by Debtor from future business operations.

7.2. Non-Voting Equity Securities Prohibition. As of the Effective Date, the articles of organization of the Reorganized Debtor shall be amended to prohibit the issuance of non-voting equity securities to the extent required by section 1123(a) of the Bankruptcy Code.

7.3. Post-Effective Date Management of the Reorganized Debtor. Except as expressly provided in this Plan, the operation, management and control of the Reorganized Debtor shall be the sole responsibility of its managing member, Samuel Y. Pruitt. Until such time there is a default or breach under the Plan, Samuel Y. Pruitt may continue to manage the Reorganized Debtor.

7.4 Authorization to Implement this Plan. The entry of the Confirmation Order shall constitute authorization for the Debtors and the Reorganized Debtor to take or cause to be taken all action necessary or appropriate to implement all provisions of, and to consummate this Plan as of the Effective Date and all such actions taken or caused to be taken for which Bankruptcy Court authorization is required shall be deemed to have been authorized by the Bankruptcy Court without further act or action under any applicable law, order, rule or regulation, except as otherwise expressly set forth in this Plan.

7.5 Effectuating Documents and Further Transactions. The Debtor and the Reorganized Debtor are authorized and directed to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents, including the Plan Documents, and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan Documents.

VIII. METHOD OF DISTRIBUTIONS UNDER THE PLAN AND CLAIMS RECONCILIATION

8.1. Method of Distributions Under the Plan. Distributions under this Plan shall be made in accordance with the following:

8.1.1. Distributions for Claims Allowed as of the Effective Date or Defined Date. Other than as set forth herein, all Distributions under this Plan to be made on the Effective Date to Holders of Claims that are Allowed as of the Effective Date or within a certain time period after the Effective Date (Defined Date), shall be deemed made on the Effective Date or the Defined Date if made on the Effective Date or Defined Date as promptly thereafter as practicable, but in any event no later than 15 days after the Effective Date or Defined Date.

8.1.2. Distributions for Claims Allowed after the Effective Date. Following the Effective Date, the Reorganized Debtor shall make all distributions that become deliverable to Holders of Allowed Claims.

8.1.3. Delivery of Distributions. All Distributions to be made under this Plan shall be made to Holders of Allowed Claims (a) if any such Holder has filed a Proof of Claim, at the address of such Holder as set forth in the Proof of Claim, or at the addresses set forth in any written certification of address change delivered to the Disbursing Agent after the date of filing of such Proof of Claim, or (b) if any such Holder has not filed a Proof of Claim, at the last known address of such Holder as set forth in the Debtors' Schedules or Debtors' books and records.

8.1.4. Timing of Distributions. Any payment or other Distribution required to be made under this Plan on a day other than a Business Day shall be due on the next succeeding Business Day. All payments or Distributions due on the Effective Date shall be made thereon or as soon as practicable thereafter but in no event later than fifteen calendar days after the Effective Date. Any payment of Cash made pursuant to this Plan shall be deemed made when such payment by check or wire transfer is transmitted.

8.1.5. Minimum Cash Distributions. If any Cash or other Distribution pursuant to this Plan to any Holder of an Allowed Claim is returned as undeliverable, no further Distributions to such Holder shall be made until such time as the Reorganized Debtor is notified by written certification of such Holder's then-current address, at which time Distributions to such Holder shall be made without interest.

8.1.7. Failure to Claim Undeliverable Distributions. Any Holder of an Allowed Claim that does not assert a claim pursuant to this Plan for an undeliverable Distribution within one year after the Distribution was initially attempted shall have its claim for such undeliverable Distribution discharged and such Distributions shall be deemed to be unclaimed property under section 347(b) of the Bankruptcy Code. After such date, all Cash or other Distribution shall be forfeited and transferred to or retained by the Reorganized Debtor free from any restrictions thereon, and the claim of any Holder to such Cash or other Distribution pursuant to this Plan shall be discharged and forever barred. Nothing contained in this Plan shall require the Reorganized Debtor to attempt to locate any Holder of an Allowed Claim.

8.1.8. Withholding and Reporting Requirements. In connection with this Plan, the Debtor and the Reorganized Debtor, as applicable, shall comply with all withholding and reporting requirements imposed by federal, state, local, and /or 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 shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding and other tax obligations, on account of such Distribution.

8.1.9. Setoff Rights. The Reorganized Debtor may, but shall not be required to, setoff against or recoup from the Holder of any Allowed Claim on which payments or other Distributions are to be made hereunder, claims of any nature that the Debtor or the Reorganized Debtor may have against the Holder of such Allowed Claim. However, neither the failure to do so, nor the allowance of any Claim under this Plan, shall constitute a waiver or release of any such claim, right of setoff or right of recoupment against the Holder of such Allowed Claim.

8.2. Claims Administration Responsibility.

8.2.1. Right to Object to Claims. Except with respect to Claims which are Allowed under this Plan or order of this Court, the Debtor and the Reorganized Debtor have the responsibility and authority for administering, disputing, objecting to, compromising and settling or otherwise resolving and finalizing Distributions (if any) with respect to all Claims. In addition, 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 Debtor has previously objected to such Claim.

8.2.2. Claims Objection Deadline. The Reorganized Debtor shall have until the date that is 90 days after the Effective Date to bring any objections to Claims; *provided, however*, that such deadline may be extended by the Bankruptcy Court upon ex parte motion of the

Reorganized Debtor.

8.2.3. *Compromise and Settlements.* From and after the Effective Date, and without any further approval by the Bankruptcy Court, the Reorganized Debtor may compromise and settle any Claims and Causes of Action against the Debtor or its Estate.

8.3. Process for Disputing Claims.

8.3.1. *Disallowance of Improperly Filed Claims.* Any Administrative Expense Claim or other Claim for which the filing of a motion for allowance is required shall be disallowed if such filing is not timely and properly made and set for hearing contemporaneously therewith, subject to the right of the Claimant to seek permission under applicable law to file a late Claim.

8.3.2. *No Distributions Pending Allowance.* If a Claim or any portion of a Claim is disputed, no payment or Distribution shall be made on account of the disputed portion of such Claim (or the entire Claim, if the entire Claim is disputed), unless such Disputed Claim or portion thereof becomes an Allowed Claim.

IX. EFFECT OF CONFIRMATION OF PLAN

9.1. Discharge.

9.1.1. *Discharge of Claims Against the Debtor and the Reorganized Debtor.* Except as otherwise expressly provided in this Plan, the Confirmation Order, Documents Confirmation of this Plan shall as of the Effective Date: (i) discharge the Debtors, the Reorganized Debtor and any of their Assets from all Claims demands, liabilities, other debts and Interests that arose on or before the Effective Date, including, without limitation, all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (A) a Proof of Claim based on such debt is filed or deemed filed pursuant to section 501 of the Bankruptcy Code, (B) a Claim based on such debt is Allowed pursuant to section 502 of the Bankruptcy Code, or (C) the Holder of a Claim based on such debt has accepted this Plan; and (ii) preclude all Persons from asserting against the Debtor, the Reorganized Debtor or any of their Assets any other or further Claims or Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, all pursuant to sections 524 and 1141 of the Bankruptcy Code. The discharge provided in this provision shall void any judgment obtained against any of the Debtors at any time, to the extent that such judgment relates to a discharged Claim or cancelled Interest.

9.1.2. *Injunction Related to the Discharge.*

Except as otherwise provided in this Plan or the Confirmation Order, all entities that have held, currently hold or may hold Claims or other debts or liabilities against the Debtors or an Interest or other right of an equity security Holder in the Debtors that are discharged pursuant to the terms of this Plan are permanently enjoined, on and after the Effective Date, from taking any of the following actions against the Debtors, the Reorganized Debtor, or the property of either on account of any such Claims, debts, liabilities or Interests or rights: (i) commencing or

continuing in any manner any action or other proceeding of any kind with respect to any such Claim debt, liability, Interest or right other than to enforce any right to a Distribution pursuant to this Plan; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award decree or order against the Debtors, the Reorganized Debtor or any of their Assets on account of any such Claim debt, liability, Interest or right; (iii) creating, perfecting or enforcing any Lien or encumbrance against the Debtors, the Reorganized Debtor or any of their Assets on account of any such Claim debt liability, Interest or right; (iv) asserting any right of setoff subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtors, the Reorganized Debtor or any of their Assets on account of any such Claim debt, liability, Interest or right; and (v) commencing or continuing any action in any manner, in any place that does not comply with or is inconsistent with the provisions of this Plan or the Confirmation Order. Such injunction shall extend to the Debtors, the Reorganized Debtor and any of their Assets.”

9.2. Retention of Causes of Action.

9.2.1. Preservation of Rights of Action by the Debtors and the Reorganized Debtor.

Except as provided in this Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with this Plan, in accordance with section 1123(b) of the Bankruptcy Code and to the fullest extent possible under applicable law, the Reorganized Debtor shall retain and may enforce, and shall have the sole right to enforce, any claims, demands, rights and Causes of Action that the Debtors or their Estates may hold against any Entity. The Reorganized Debtor or its successor may pursue such retained claims, demands, rights or Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtor, or its successor. Further, the Reorganized Debtor, as the case may be, retain their rights to file and pursue, and shall have the sole right to file and pursue any adversary proceedings against any account debtor related to debit balances or deposits owed to any Debtor.

X. THE EFFECTIVE DATE OF THE PLAN

10.1 Conditions to Occurrence of Effective Date of Plan. The “effective date of the plan,” as used in Section 1129 of the Bankruptcy Code, shall not occur until the Effective Date. The occurrence of the Effective Date is subject to satisfaction of the following conditions precedent (or conditions subsequent with respect to actions that are to be taken contemporaneously with, or immediately upon, the occurrence of the Effective Date), any of which may be waived in writing by the Debtor and any other party whose consent to any such waiver is specifically required in writing under the Plan, if such waiver is legally permissible with respect thereto:

10.1.1 The Confirmation Order and the Plan as confirmed pursuant to the Confirmation Order shall be in a form and substance satisfactory to the Debtors.

10.1.2 The Confirmation Order shall have become a Final Order; *provided, however*, that the Effective Date may occur at a point in time when the Confirmation Order is not a Final Order at the option of the Debtor, unless the effectiveness of the Confirmation Order has been stayed or vacated.

10.1.3: The Bankruptcy Court shall have made the statutorily-required findings of fact

and conclusions of law in connection with the confirmation of this Plan in support of the entry of the Confirmation Order.

10.1.4: All other actions and agreements and instruments required under the Plan to occur or be executed as of the Effective Date shall have occurred and or been executed, as applicable.

10.1.5: All payments required to be made by the Debtor or the Reorganized Debtor on the Effective Date shall have been made.

10.1.6: The valuation report of LaPorte, CPAs is completed and tendered to the current and former members of PWK.

10.1.7: The "preliminary pro rata per unit value" including any discount rate referred to in Section 2.2 Agreement Price in the Articles of Organization has been determined in the "Put Option Suit" and is final and unappealable.

10.1.8: The Effective Date shall occur no sooner than 30 days after the valuation report of LaPorte is submitted in final form.

10.2: *Filing of Notice of Effective Date.* Within two (2) Business Days of the occurrence of the Effective Date, the Reorganized Debtor shall file a notice of occurrence of the Effective Date signed by the counsel for the Debtor in Possession and, if different, counsel to the Reorganized Debtor, in the record of the Bankruptcy Court reflecting (a) that the foregoing conditions to the occurrence of the Effective Date have been satisfied or waived by the Debtor and any other person whose consent or waiver is required, (b) the date of the Effective Date, and (c) acknowledging that the Effective Date has occurred on and as of such date.

10.3: *Revocation of Confirmation Order or Withdrawal of Plan.* If the Plan is withdrawn prior to the Confirmation Date, or if the Effective Date does not occur prior to the applicable date set forth in Section 10.1.7, then the Plan shall be deemed withdrawn and the Confirmation Order (if any has been entered) shall be automatically revoked without the need for any action by any party in interest or the Bankruptcy Court. In such event, the Plan and the Confirmation Order (if any) shall be of no further force or effect and, the Debtors and all holders of Claims and Interests shall be restored to the *status quo ante* as of the day immediately preceding the filing of the Plan, and (ii) all the Debtor's respective obligations with respect to the Claims and Interests and all Claims against and Interests in the Debtors, and liens against the property of the Debtors shall remain unchanged, all of the Debtor's rights and claims against all Entities and all of such Entities' rights, claims and liens shall be fully preserved and nothing contained herein or in the Disclosure Statement shall be deemed to constitute an admission or statement against interest or to constitute a waiver or release of any claims by or against the Debtors or of any liens against any property of the Debtors, or prejudice in any manner the rights of the Debtors or any person in any further proceedings involving the Debtors or any other persons.

XI. RETENTION OF JURISDICTION

11.1. Bankruptcy Court. Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and

notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over all matters arising out of, and related to, the Reorganization Cases and this Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

11.1.1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including, without limitation, the resolution of any request for payment of any Administrative Expense Claim or Priority Tax Claim and the resolution of any objections to the allowance or priority of Claims or Interests;

11.1.2. hear and rule upon all Causes of Action retained by the Debtor and commenced and/or pursued by the Reorganized Debtor provided that such Causes of Action are properly before the Bankruptcy Court;

11.1.3. resolve any matters related to the rejection, assumption or assumption and assignment of any executory contract or unexpired lease to which any Debtor is a party or with respect to which the Debtor may be liable and to hear, determine, and, if necessary, liquidate any Claims arising therefrom;

11.1.4. ensure that Distributions on Allowed Claims are accomplished pursuant to the provisions of this Plan;

11.1.5. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtor that may be pending on the Effective Date;

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

11.1.7. resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation, or enforcement of this Plan or any contract, instrument, release or other agreement or document that is executed or created pursuant to this Plan, or any entity's rights arising from or obligations incurred in connection with this Plan or such documents;

11.1.8. approve any modification of this Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code or approve any modification of the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with this Plan, the Disclosure Statement or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with this Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate this Plan;

11.1.9. hear and determine all applications for compensation and reimbursement of expenses of Professionals under this Plan or under sections 330, 331, 363, 503(b), 1103 and 1129(a)(9) of the Bankruptcy Code, which shall be payable by the Debtor only upon allowance thereof pursuant to the order of the Bankruptcy Court;

11.1.10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation of this Plan, implementation or enforcement of this Plan or the Confirmation Order, including designating one or more Persons under Fed. R. Bankr. P. 7070 and F. R. Civ. P. 70;

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

11.1.12. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated, or if Distributions pursuant to this Plan are enjoined or stayed;

11.1.13. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, or other agreement, or document created in connection with this Plan, the Disclosure Statement or the Confirmation Order;

11.1.14. enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Reorganization Case; and,

11.1.15. hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under the Bankruptcy Code.

11.2. Alternative Jurisdiction. In the event that the Bankruptcy Court is found to lack jurisdiction to resolve any matter, then such matter may be brought before any court having jurisdiction with regard thereto.

XII. MISCELLANEOUS PROVISIONS

12.1. Authorization of Effectuating Documents and Further Transactions. The Debtor's Managing Member, Samuel Y. Pruitt is authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures and other agreements or documents, and to take such actions as may be necessary or appropriate, to effectuate and further evidence the terms and conditions of this Plan and the debt and equity securities issued pursuant to this Plan.

12.2. Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under this Plan, the creation of any mortgage, deed of trust, Lien, pledge or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan, shall not be subject to any stamp, real

estate transfer, mortgage recording, or other similar tax.

12.3. Statutory Fees. All fees payable pursuant to section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid by the Debtors on or before the Effective Date, and thereafter by the Reorganized Debtor.

12.4. Third Party Agreements. The Distributions to the various Classes of Claims hereunder shall not affect the right of any Person to levy, garnish, attach, or employ any other legal process with respect to such Distributions by reason of any claimed subordination rights or otherwise. All of such rights and any agreements relating thereto shall remain in full force and effect, except as compromised and settled pursuant to this Plan. Distributions shall be subject to and modified by any Final Order directing distributions other than as provided in this Plan.

12.5. Severability. In the event that the Bankruptcy Court determines, prior to the Confirmation Date, that any provision in this Plan is invalid, void or unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any other provision of this Plan, or alter, amend, revoke, or withdraw this Plan, provided that this paragraph 12.5 shall not limit or affect the requirement of 10.1.1.

12.6. Governing Law. Except (i) to the extent that federal law (including, but not limited to, the Bankruptcy Code and the Bankruptcy Rules) is applicable or (ii) this Plans Documents provide otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Louisiana without giving effect to its conflicts of law principles.

12.7. Notices. Any notice required or permitted to be provided under this Plan shall be in writing and served by either (a) certified mail, return receipt requested, postage prepaid, (b) hand delivery, or (c) reputable overnight delivery service, freight prepaid. If to the Debtor or Reorganized Debtor, any such notice shall be directed to the following at the addresses set forth below:

PWK TIMBERLAND, LLC
1401 Ryan St.
Lake Charles, LA 70601

with a copy to:

Gerald J. Casey
Attorney For the Debtor
613 Alamo
Lake Charles, LA 70601

12.8. Interest and Attorneys' Fees. Interest accrued after the Petition Date shall accrue and be paid on Claims only to the extent specifically provided for in this Plan, the Confirmation Order or as otherwise required by the Bankruptcy Court or applicable law. No award or reimbursement of attorneys' fees or related expenses or disbursements shall be allowed on, or in connection

with, any Claim, except as set forth in this Plan or as ordered by the Bankruptcy Court.

12.9. Binding Effect/Inconsistencies. This Plan shall be binding upon the Debtors, the Reorganized Debtor, the Holders of all Claims and Interests, parties in interest (including guarantors), Persons, Entities and Governmental Units and their respective successors and assigns. To the extent any provision of the Disclosure Statement or any other solicitation document may be inconsistent with the terms of this Plan, the terms of this Plan shall be binding and conclusive.

12.10. No Admissions. As to contested matters, adversary proceedings and other Causes of Action or threatened Causes of Actions, nothing in this Plan, the Disclosure Statement or other Plan Documents shall constitute or be construed as an admission by any Person of any fact or liability, stipulation, or waiver, but rather as a statement made in settlement negotiations. This Plan shall not be construed to be conclusive advice on the tax, securities, and other legal effects of this Plan as to Holders of Claims against, or Interests in, the Debtors or any of their subsidiaries and affiliates, as debtor and debtor- in-possession in this Reorganization Case.

12.11. Successors and Assigns. The rights and benefits provided under this Plan shall be assignable without the consent of the Reorganized Debtor and shall inure to the benefit of any successor or assignee.

12.12. Modification and Amendment of the Plan. Subject to the restriction of section 1127 of the Bankruptcy Code and Bankruptcy Rules 2002 and 3019, this Plan may be amended.

The undersigned have executed this Plan of Reorganization, as of the 19th day of November, 2013.

Respectfully submitted by:

By: /s/ Samuel Y. Pruitt
Samuel Y. Pruitt, Managing
Member/President
PWK TIMBERLAND, LLC.
1401 Ryan St.
Lake Charles, LA 70601

/s/ Gerald J. Casey
Gerald J. Casey (#03967)
Attorney For The Debtor
613 Alamo Street
Lake Charles, LA 70601
(337) 474-5005

UNIFORM GLOSSARY OF DEFINED TERMS FOR PLAN, DISCLOSURE STATEMENT, AND PLAN DOCUMENTS

Administrative Expense means (a) any cost or expense of administration of the Reorganization Case incurred before the Effective Date and allowable under section 503(b) of the Bankruptcy Code and entitled to priority under section 507(a)(2) of the Bankruptcy Code including, without limitation, (i) any actual and necessary post-petition cost or expense of preserving the Estate or operating the businesses of the Debtor, (ii) any payment required to cure a default on an Assumed Contract, (iii) any post-petition cost, indebtedness, or contractual obligation duly and validly incurred or assumed by a Debtor in the ordinary course of its business, and (iv) compensation or reimbursement of expenses of professionals to the extent allowed by the Bankruptcy Court under sections 330(a) or 331 of the Bankruptcy Code and (b) any fee or charge assessed against the Estates under 28 U.S.C. § 1930.

Administrative Expense Claim means any Claim for the payment of an Administrative Expense.

Allowed means Bankruptcy Court approval of a Claim or Interest.

Allowed Amount of any Claim or Interest means the amount at which that Claim or Interest is Allowed.

Allowed Claim; Allowed Interest means any Claim or Interest in the Debtors or their Estates, (i) proof of which was filed on or before the Bar Date (defined below), (ii) if no such proof of Claim or Interest has been timely filed, which has been or hereafter is listed by the Debtors in its Schedules as liquidated in amount and not disputed or contingent or (iii) any Interest registered in the membership register maintained by or on behalf of the Debtors as of the Record Date, in each such case in clauses (i), (ii) and (iii) above, a Claim or Interest as to which no objection to the allowance thereof, or action to equitably subordinate or otherwise seek recovery from the Holder of the Claim or Interest, has been interposed within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or a Final Order, or as to which an objection has been interposed and such Claim has been allowed in whole or in part by a Final Order.

Articles of Organization of PWK Timberland, LLC means those Articles of Organization of PWK Timberland, LLC that were received and filed with Louisiana Secretary of State on December 15, 2004.

Assets means all property in which a Debtor holds a legal or equitable interest, including all property described in 11 U.S.C. § 541 and all property disclosed in such Debtor's respective Schedules and the Disclosure Statement.

Avoidance Actions any means all of the Debtor's and the Estate's rights and claims under

sections 541 through 553 of the Bankruptcy Code, inclusive, or under any similar or related state or federal statute or common law, whether or not an action is initiated on or before the Effective Date.

Ballot means each of the ballot forms for voting to accept or reject the Plan distributed to all Holders of Impaired Claims entitled to vote on the Plan.

Balloting and Claims Agent means Gerald J. Casey, 613 Alamo Street, Lake Charles, LA 70601.

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 subsequently made, to the extent applicable to the Reorganization Cases.

Bankruptcy Court means the United States Bankruptcy Court for the Western District of Louisiana, or such other court having jurisdiction over the Reorganization Case.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure and the local rules and general orders of the Bankruptcy Court, as in effect on the Petition Date, together with all amendments and modifications thereto subsequently made applicable to the Reorganization Cases.

Bar Date means the date(s) by which any Entity asserting certain Claims against the Debtor must have filed a Proof of Claim or be forever barred from asserting such Claims against the Debtor or its Estate, as established by any order(s) of the Bankruptcy Court or the Plan.

Business Day means any day other than a Saturday, Sunday, or legal holiday (as such term is defined in Bankruptcy Rule 9006(a)).

Cash means cash, cash equivalents, and other readily marketable securities or instruments, including, without limitation, direct obligations of the United States and certificates of deposit issued by federally insured banks.

Causes of Action means all causes of action, rights, claims, and demands against any Persons that the Debtors or their Estates own or have an interest in or can assert in any fashion, or which could be asserted by the Debtors on behalf of any Creditor or Creditor representative under the Bankruptcy Code as Debtor in Possession, including but not limited to actions under 11 U.S.C. § 510 to subordinate Claims.

Claim has the meaning set forth in section 101(5) of the Bankruptcy Code, against the Debtors or their Estate whether or not asserted.

Claimant means the Holder of a Claim.

Class means a category of Holders of Claims or Interests, as set forth in Articles III of the Plan pursuant to section 1122 of the Bankruptcy Code.

Closing means the date that is 60 days from the Effective Date.

Collateral means any property or interest in property of an Estate that is subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable state law.

Confirmation, Confirmation of the Plan, or Plan Confirmation 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 of the Bankruptcy Court.

Confirmation Hearing means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider Confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

Confirmation Order means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 and other applicable sections of the Bankruptcy Code.

Creditor means any Person or Entity holding a Claim against the Debtor's Estate or pursuant to section 102(5) of the Bankruptcy Code against property of the Debtor that arose or is deemed to have arisen on or prior to the Petition Date.

Debtor in Possession means the Debtors between the Petition Date and the Effective Date when acting in the capacity of representative of its Estate in the Reorganization Case.

Debtors means PWK TIMBERLAND, LLC prior to the occurrence of the Effective Date.

Disclosure Statement means the Disclosure Statement in Support of the Plan of Reorganization Proposed by the Debtors dated November 19, 2013 including all exhibits attached thereto or referenced therein, as submitted pursuant to section 1125 of the Bankruptcy Code and approved by the Bankruptcy Court, as such Disclosure Statement may be further amended, supplemented, or modified from time to time.

Disputed Claim means a Claim that is not an Allowed Claim, including a Claim that is, in whole or in part: (a) listed on the Schedules as, or proof of which is filed as, unliquidated, disputed or contingent; (b) as to which a Proof of Claim designating such Claim as liquidated in amount and not contingent was not timely and properly filed; (c) as to which a Debtor, Reorganized Debtor, or other party in interest has filed a timely objection or request for estimation in accordance with the Bankruptcy Code and Bankruptcy Rules; or (d) is otherwise disputed by a Debtor, a Reorganized Debtor or other party in interest in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn or determined by a Final Order.

Distribution means any distribution by the Debtors or the Reorganized Debtor to the Holders of Allowed Claims pursuant to the Plan.

Effective Date means the date specified by the Debtors in a notice filed with the Bankruptcy Court as the date on which this Plan shall take effect pursuant to paragraph 10.2 of the Plan.

Entity has the meaning set forth in section 101(15) of the Bankruptcy Code

Equity Interests or Interests means the rights of the Holders of the equity securities of the Debtors.

Estate means the legal entity administering the property of the Debtors, in its capacity as a Debtor in Possession, between the Petition Date and the Effective Date, created pursuant to section 541 of the Bankruptcy Code.

Filed means properly and timely filed with the Bankruptcy Court in the Bankruptcy Case, as reflected on the official docket of the Court for the Bankruptcy Case and properly served, as such filing and service are required pursuant to the Bankruptcy Code, Bankruptcy Rules and/or Order of the Court.

Final Order means an order of a court: (a) as to which the time to appeal, petition for writ of certiorari, or otherwise seek appellate review or to move for reargument, rehearing, reconsideration or stay has expired and as to which no appeal, petition for writ of certiorari, or other appellate review, or proceedings for reargument, rehearing, reconsideration or stay shall then be pending; or (b) as to which any right to appeal, petition for certiorari, or move for reargument, rehearing or stay shall have been waived in writing by all parties with such right; or (c) in the event that an appeal, writ of certiorari, or other appellate review or reargument, rehearing, reconsideration or stay thereof has been sought, which order shall have been affirmed by the highest court to which such order was appealed or from which writ of certiorari or other appellate review or reargument, rehearing, reconsideration or stay was sought, and as to which the time to take any further appeal, to petition for writ of certiorari, to otherwise seek appellate review, and to move for reargument, rehearing, reconsideration or stay shall have expired; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or under section 1144 of the Bankruptcy Code, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a Final Order.

Former or Tendering Members means the following individuals and includes their defined Membership Units:

Brittany E. White	(1.43000 units)
Daniel M. Goldstein	(1.43000 units)
Esther White Goldstein	(47.58004 units)
H. Aubrey White	(51.53801 units)
James R. Harper, IV	(0.71500 units)

Lillian R. Harper	(0.71500 units)
Melissa C. Goldstein	(1.43000 units)
Melissa White Harper	(47.58004 units)
Rachel E. Harper	(0.71500 units)
Sarah V. Harper	(0.71500 units)
Tiffany L. White	(1.43000) units)

General Unsecured Claim means a Claim against a Debtor that is not an Administrative Expense Claim or Priority Tax Claim (but shall not include Claims that are disallowed or released, whether by operation of law or pursuant to order of the Bankruptcy Court, written release or settlement, the provisions of the Plan or otherwise).

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

Holder means any Person holding an Interest or Claim.

Impaired means a Claim or a Class of Claims that is impaired within the meaning of section 1124 of the Bankruptcy Code.

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

Membership Units means the proportionate ownership interest owned by the Former or Tendering Members prior to their exercise of the "Put Option" under the provisions of the Articles of Organization on January 31, 2011

Operating Agreement means the Operating Agreement of PWK Timberland, LLC dated August 18, 2010 and in effect on January 31, 2011.

Order for Relief Date means the Petition Date.

Petition Date means March 22, 2013, on which date the Debtors Reorganization Case was commenced with the filing of a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

Plan means the Debtor's combined Plan of Reorganization, as of November 19, 2013, including all exhibits attached hereto or referenced therein, as the same may be amended, modified, or supplemented from time to time.

Priority Tax Claim means a Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code and specifically includes such claims that are secured by Liens.

Pro Rata means, with reference to any Distribution on account of any Allowed Claim or Allowed Interest in a Class, a Distribution equal in amount to the ratio (expressed as a percentage) that the amount of such claim bears to the aggregate amount of all Allowed Claims

in the same Class.

Proof of Claim means any proof of claim filed with the Bankruptcy Court or the Balloting and Claims Agent with respect to a Debtor pursuant to section 501 of the Bankruptcy Code and Bankruptcy Rules 3001 or 3002.

Reorganization Case means this Chapter 11 case.

Reorganized Debtor means the Debtor after the occurrence of the Effective Date.

Schedules means the schedules, statements, and lists filed by the Debtors with the Bankruptcy Court pursuant to Bankruptcy Rule 1007, as may be amended or supplemented from time to time.

Secured Claim means any Claim that is (a) secured in whole or part, as of the Petition Date, by a Lien against property of a Debtor that is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law, or (b) subject to setoff under section 553 of the Bankruptcy Code; *provided, however*, with respect to both (a) and (b) above, a Claim is a Secured Claim only to the extent of the value, net of any senior Lien, of the Estate's interest in the assets or property securing any such Claim or the amount subject to setoff, as the case may be.

Tax Claim means any Claim for any and all federal, state, county and local income, ad valorem, excise, stamp and other taxes of any type or nature whatsoever.

Unit means the proportional ownership interest owned by the current members of the debtor LLC or formerly owned by the Former Members of the debtor.

U.S. Trustee means the Office of the United States Trustee.

Valuation Report means the mutually commissioned report currently being prepared by Chav Pierce of LaPorte, CPAs and Accountants to determine the "Agreement Price" of the membership interests of the Former Members as of January 31, 2011.

Voting Deadline means the deadline set by the Bankruptcy Court for submitting Ballots on the Plan.