

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF KANSAS

|  |                                 |
|--|---------------------------------|
| In re:<br><b>ROBERT THOMAS LAMPE,</b><br>Debtor.   | Case No. 16-10621<br>Chapter 11 |
| In re:<br><b>MARIAH FARMS, INC.,</b><br>Debtor.    | Case No. 16-10622<br>Chapter 11 |
| In re:<br><b>WHIRLWIND FARMS, INC.,</b><br>Debtor. | Case No. 16-10623<br>Chapter 11 |

**SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN  
OF REORGANIZATION DATED SEPTEMBER 1, 2017, NOVEMBER 29, 2016**

COME NOW Robert Thomas Lampe, the debtor and the debtor in possession in Bankruptcy Case No. 16-10621, (herein referred to as “*Lampe*”), Mariah Farms, Inc., the debtor and the debtor in possession in Bankruptcy Case No. 16-10622, (herein referred to as “*Mariah*”), and Whirlwind Farms, Inc., the debtor and the debtor in possession in Bankruptcy Case No. 16-10623, (herein referred to as “*Whirlwind*”), (for convenience, sometimes herein Lampe, Mariah, and Whirlwind will be collectively referred to as the “*Debtors*” and sometimes herein Lampe, Mariah, and Whirlwind will be separately referred to as the “*respective Debtor*”), and hereby submit this *Second Amended Combined Disclosure Statement and Chapter 11 Plan of Reorganization Dated*

United States Bankruptcy Court for the District of Kansas

*Robert Thomas Lampe, Debtor* ..... *Case No. 16-10621*

*Mariah Farms, Inc., Debtor* ..... *Case No. 16-10622*

*Whirlwind Farms, Inc., Debtor* ..... *Case No. 16-10623*

**SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF REORGANIZATION DATED  
SEPTEMBER 1, 2017**

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September 1, 2017, (herein collectively to as “*this Plan*”), in each of the above-captioned bankruptcy cases.

### **BACKGROUND**

On April 12, 2016: (a) Lampe filed a voluntary petition for relief pursuant to Chapter 11 of the Bankruptcy Code commencing Bankruptcy Case No. 16-10621; (b) Mariah filed a voluntary petition for relief pursuant to Chapter 11 of the Bankruptcy Code commencing Bankruptcy Case No. 16-10622; and, (c) Whirlwind filed a voluntary petition for relief pursuant to Chapter 11 of the Bankruptcy Code commencing Bankruptcy Case No. 16-10623. On June 9, 2016, proper orders were entered in Bankruptcy Case No. 16-10621, Bankruptcy Case No. 16-10622, and Bankruptcy Case No. 16-10623 providing for the joint administration of the above-captioned bankruptcy cases but such bankruptcy cases have not been substantively consolidated for tax reasons. The Debtors, and each of them: (a) Are farmers within the meaning of §101(20) of the Bankruptcy Code; and, (b) Produce crops and livestock near Kendall, Kansas.

Lampe has been involved in farming all of his life. At the age of 14, Lampe purchased his first real estate and still owns and farms that tract which is listed as Item No. 7 in the Combined Liquidation Analysis which is attached to this Plan as Exhibit “B.” Lampe’s father, John, worked with him in his farming business until John passed away in 1984.

In 1978, Lampe formed Whirlwind. Whirlwind in a C-corporation for federal income tax purposes. Lampe is the sole officer, director, and stockholder of Whirlwind. In 1993, Lampe and

his mother, Clara, formed Mariah. Mariah is a Sub-Chapter S corporation for federal income tax purposes. Clara passed away in 2008 and after her death, Lampe became and remains the sole officer, director, and stockholder of Mariah. Lampe will retain all of his capital stock in Mariah and in Whirlwind under this Plan.

In addition to farming the real estate which the Debtors own and which is listed in Combined Liquidation Analysis attached to this Plan, the Debtors also farm about 3,274 acres of leased cropland and lease an additional 700 acres of pasture as part of their livestock operations.

The two years prior to 2015 were very dry years in the areas where the Debtors farm. In 2015, the Debtors had one of the largest wheat harvests that Lampe can remember. The Debtors' continuous wheat acres produced an average of 47 bushels per acre which would normally be expected to produce around 30 bushels per acre. On summer fallowed ground, the wheat harvest averaged 75 bushels per acres as compared with the normal production of around 43 bushels per acre. But the extremely depressed grain markets left even such a bumper crop less than satisfying. However, the Debtors were not alone in this experience. In 2015, the agricultural sector of the economy in Kansas experienced some very substantial negative setbacks. In Kansas, the average net farm income for the year of 2015 plummeted to \$4,568.00 which is less than five percent (5%) of the average net farm income of \$128,731.00 for the previous year of 2014. *See Mary Lou Peter, Kansas net farm income plummets, weighted down by falling grain and livestock prices* (Released June 16, 2016) <<http://www.ksre.k-state.edu/news/news-stories/ag-natural-resources/>>. This level was the lowest average level of nominal net farm income seen since 1985 during the 1980s farm

crisis. *Id.* This has also had an adverse effect on farm equipment values and land values. See Mario Parker, *Deere Cuts Full-Year Profit Outlook Amid Farm Income Decline* (Posted May 20, 2016) <<http://wwwvnews.com/Deere-cuts-full-year-profit-outlook-amid-farm-income-decline-2302871>>. These set backs adversely affected the Debtors in their farming operations. These are the economic factors which led to the Debtors filing the above-captioned bankruptcy cases.

#### **MAJOR EVENTS IN THESE BANKRUPTCY CASES**

During the crop year of 2016, the Debtors were able to continue to operate pursuant to a cash collateral agreement which involved Debtors, The Farmers Bank of Osborne, Kansas, (herein referred to as “*Farmers Bank*”), Skyland Grain, LLC, and a very large landlord of the Debtors. Under that cash collateral agreement, \$714,284.68 was made available for such operations.

In the year of 2017, Lampe liquidated about 712 acres of real estate which he owned and Whirlwind liquidated about 676 acres of real estate which it owned. Together with other efforts made by the Debtors, such actions have reduced the amount of debt which must be reorganized under this Plan by around \$1,325,000.00. As a result, the Debtors propose to value their property as set forth in the Combined Liquidation Analysis attached to the Plan as Exhibit "B." Such Combined Liquidation Analysis contains a detailed listing of all of the liens and other claims involved in these bankruptcy cases and give a fairly detailed picture of the present status of the Debtors and the Debtors’ proposed treatment of all of the claims involved in these bankruptcy cases. The Debtors propose to fund the execution of this Plan by continuing the Debtors’ businesses and

employments, and to make the payments provided for under this Plan out of the income arising from such activities. The feasibility of this Plan is evidenced by the *Farm Cash Flow Projection*, a copy of which is attached to this Plan as Exhibit “V.”

### THE CONFIRMATION PROCESS

Pursuant to the terms of the Bankruptcy Code, acceptance of this Plan by holders of claims or interests may not be solicited unless, at the time of or before such solicitation, there is transmitted to the holder, a copy or summary of this Plan and a written disclosure statement approved by the Court as containing adequate information. Provided that at least one Class of Impaired Claims vote in favor of the Plan, if any Class or Classes of Creditors whose Claims are Impaired fails to accept this Plan, it may still be confirmed under the “cramdown” provisions of §1129(b) of the Bankruptcy Code. These provisions require that this Plan be fair and equitable as to the objecting Class. As to secured creditors, the fair and equitable rule requires that they receive the indubitable equivalent of their Claim or that they retain their lien(s) and receive deferred cash payments equal to the value of their interest in property involved in the Bankruptcy Cases. The Debtors believe that this Plan meets these requirements and hereby request confirmation under §1129(b) if one or more Classes fail to accept this Plan.

In order to vote on a Plan, a creditor or holder must have filed a proof of claim or interest prior to the expiration of the Bar Date, unless the Claim is scheduled by the Debtors and is not listed in the schedules as being disputed, unliquidated, or contingent. An order establishing the Bar Date

United States Bankruptcy Court for the District of Kansas

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as being July 15, 2016, was entered in the above-captioned bankruptcy cases. Any creditor scheduled as undisputed, liquidated, and not contingent is, to the extent scheduled, deemed to have filed a claim. In order for the Plan to be accepted by creditors, a majority in number and two-thirds (2/3) majority in amount of Claims filed, allowed (for voting purposes) and voting in each Impaired Class of Creditors must vote to accept this Plan. In order for this Plan to be accepted by interest holders, a two-thirds (2/3) majority in amount of interest allowed (for voting purposes) and voting in each Impaired Class of interests must vote to accept this Plan. If the Debtors are unable to obtain the requisite acceptance, they may be able to obtain confirmation of this Plan, despite the non-acceptance of one or more Classes pursuant to 11 U.S.C. §1129(b) as discussed more fully above.

A creditor or interest holder may vote on this Plan by filling out and mailing the enclosed ballot which the Court has provided. The Court has set a deadline for voting that will be separately noticed out to you; no vote received after the time set forth in that notice will be counted or included in the tally in any manner. Whether a creditor or interest holder votes on this Plan or not, such Claim holder will be bound by the terms of the Plan if the Plan is confirmed. You are, therefore, urged to complete, date, sign, and promptly mail or send the ballot to David R. Klaassen, Attorney at Law, 2649 6<sup>th</sup> Avenue, Marquette, Kansas 67464, whose phone number is (785) 546-2358 and whose email address is [drklaassen@ks-usa.net](mailto:drklaassen@ks-usa.net).

NO REPRESENTATIONS OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT AND PLAN ARE AUTHORIZED BY THE DEBTORS. ANY

REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE OF THE PLAN WHICH ARE OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT AND PLAN SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTORS WHO IN TURN SHALL DELIVER SUCH INFORMATION TO THE BANKRUPTCY COURT FOR SUCH ACTION AS MAY BE DEEMED APPROPRIATE.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT AND PLAN ARE MADE AS OF THE DATE OF SEPTEMBER 1, 2017, AND THE DELIVERY OF THIS DISCLOSURE STATEMENT AND PLAN DOES NOT IMPLY THAT THERE HAVE BEEN NO CHANGES IN THE INFORMATION SET FORTH IN EITHER SINCE SUCH DATE.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND PLAN IS INTENDED TO AID AND SUPPLEMENT A CAREFUL AND DETAILED REVIEW OF THE PLAN BY EACH HOLDER OF A CLAIM OR INTEREST.

**ARTICLE I**  
**Summary of this Plan**

The respective Debtor's Interests in the property of each of the Chapter 11 bankruptcy estates in the above-captioned bankruptcy cases are being valued, and the Claim of each Creditor is being treated as a Secured Claim to the extent of the value of the property securing such Claim. The

amount by which any Claim exceeds the value of the property securing such Claim will be treated as an Unsecured Claim unless otherwise ordered by the Bankruptcy Court. The Domestic Support Obligations, Administrative Claims, Priority Claims, Secured Claims, and Unsecured Claims are to be treated and paid as hereinafter set forth.

In accordance with Section 1141 of the Bankruptcy Code:

(a) When confirmed, the provisions of this Plan, and any subsequent amendments or modifications hereof, shall bind the Debtors, and each of them, and each Creditor with regard to all matters set forth herein whether or not the Claim of such Creditor is impaired under this Plan and whether or not such Creditor has accepted this Plan;

(b) The confirmation of this Plan shall vest all of the property of the bankruptcy estate in each of the above-captioned bankruptcy cases in the respective Debtor which held rights in such property immediately before the filing of each of the above-captioned bankruptcy cases; and,

(c) Except as otherwise provided by this Plan, all property of the bankruptcy estates in the above-captioned bankruptcy cases will vest in the respective Debtor which held rights in such property immediately before the filing of each of the above-captioned bankruptcy cases upon the confirmation of this Plan and will be free and clear of all claims and interests of any Creditors.



**ARTICLE II**  
**Definitions**

For the purposes of this Plan and any subsequent amendments or modifications hereof, in addition to the terms defined elsewhere in this Plan, the following terms shall have the following meanings:

1. "Administrative Claim" – A Claim of the type described and referred to in §507(a)(2) of the Bankruptcy Code.
  
2. "Allowed Claim" – A Claim listed in the *Second Amended Combined Debtors' Claims Summary Report*, a copy of which is attached to this Plan as Exhibit "A" and incorporated herein by this reference, in the allowed amount of such Claim set forth in such *Second Amended Combined Debtors' Claims Summary Report*: PROVIDED THAT the manner in which each such Claim is listed in the *Second Amended Combined Debtors' Claims Summary Report* is classified in this Plan shall be controlled by the terms and provisions of this Plan and not by any designation given to such Claim by any of the creditors who filed a proof of claim in the above-captioned bankruptcy cases.
  
3. "Bankruptcy Code" – Title 11 of the United States Code as it currently exists or may hereafter be amended with respect to the above-captioned bankruptcy cases.
  
4. "Bankruptcy Court" or "Court" – The United States Bankruptcy Court for the District of Kansas in which the above-captioned bankruptcy cases were filed, including the United States Bankruptcy Judge presiding in the above-captioned bankruptcy cases.

5. “Bar Date” – The date on or before which any Creditor who believes it may hold a Claim against the Debtors, or any of them, and whose Claim: (a) Does not appear in any of the Debtors’ bankruptcy schedules; or, (b) Is improperly scheduled in the Debtors’ bankruptcy schedules (including as to the amount of the claim) including all amendments thereto; or, (c) Is scheduled but characterized as “disputed,” “contingent,” or “unliquidated;” is required to file a proof of claim with the Clerk of the Bankruptcy Court or be forever barred from claiming or sharing in any interest or distribution of the assets in the bankruptcy estate of any of the above-captioned bankruptcy cases and shall also be barred from voting whether to accept this Plan.

6. "Claim" – A right as defined in §101(5) of the Bankruptcy Code.

7. "Class" – A category of holders of Claims or interests which are substantially similar to other Claims or interests in such Class and which category has been segregated for treatment as a part of this Plan.

8. “Impaired Class” – A Class containing Claims of legal, equitable, and/or contractual rights which are altered under this Plan.

9. "Plan" – This *Second Amended Combined Disclosure Statement and Chapter 11 Plan of Reorganization Dated September 1, 2017*, together with all supporting addenda, exhibits, schedules, releases, or other attachments hereto, and shall include all subsequent amendments or modifications of this Plan, either before or after the Confirmation Date.

10. "Confirmation Date" and "Effective Date" – The date upon which the entry of the Confirmation Order by the Bankruptcy Court confirming this Plan becomes final and non-appealable in the above-captioned bankruptcy cases.

11. "Confirmation Order" – The order entered by the Bankruptcy Court confirming this Plan in the above-captioned bankruptcy cases.

12. "Creditors" – All persons and entities having a Claim against the Debtors, or any of them.

13. "Debt" – Liability on a Claim.

14. "Debtor's Interests" – The rights of the respective Debtor in property of the Chapter 11 bankruptcy estates in the above-captioned bankruptcy cases.

15. "Domestic Support Obligation" – A Debt defined in §101(14A) of the Bankruptcy Code.

16. "Priority Claim" – A Claim entitled to priority under §507 of the Bankruptcy Code which is not an Administrative Claim or a Domestic Support Obligation.

17. "*Pro Rata*" – The proportion that a Claim in a particular Class bears to the aggregate amount of all Claims included in such Class.

18. "Secured Claim" – An Allowed Claim secured by a lien or security interest in property of the Debtors, or any of them, which has not been or will not be avoided under bankruptcy law.

19. "Unsecured Claim" – An Allowed Claim which is not secured by a lien or security interest in any property of the Debtors, or any of them

**ARTICLE III**  
**Property Valuations**

The Debtors, and each of them, propose to value their respective property as set forth in the *Combined Liquidation Analysis*, a copy of which is attached hereto as Exhibit “B” and incorporated herein by this reference.

**ARTICLE IV**  
**Liquidation Analysis**

As of the Effective Date of this Plan, the value of property to be distributed under this Plan on each Allowed Claim which is unsecured shall not be less than the amount that would be paid on such Claim if the bankruptcy estate of the respective Debtor was liquidated under Chapter 7 of the Bankruptcy Code on such date, unless otherwise agreed by any of such Creditors. Such calculations are included as part of the Combined Liquidation Analysis attached hereto as Exhibit “B.”

**ARTICLE V**  
**Classification of Claims**

The Claims subject to this Plan shall be classified and treated as follows:

**Class 1:** This Class shall consist of all Domestic Support Obligations against Lampe. The Claims included in this Class shall be treated as set forth in Exhibit “C” which is attached hereto

and incorporated herein by this reference. **The Claims included in this Class will not be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 2:** This Class shall consist of all Domestic Support Obligations against Mariah. The Claims included in this Class shall be treated as set forth in Exhibit “D” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will not be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 3:** This Class shall consist of all Domestic Support Obligations against Whirlwind. The Claims included in this Class shall be treated as set forth in Exhibit “E” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will not be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 4:** This Class shall consist of all Administrative Claims against Lampe. The Claims included in this Class shall be treated as set forth in Exhibit “F” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will not be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 5:** This Class shall consist of all Administrative Claims against Mariah. The Claims included in this Class shall be treated as set forth in Exhibit “G” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will not be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 6:** This Class shall consist of all Administrative Claims against Whirlwind. The Claims included in this Class shall be treated as set forth in Exhibit “H” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will not be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 7:** This Class shall consist of all Priority Claims against Lampe. The Claims included in this Class shall be treated as set forth in Exhibit “I” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will not be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 8:** This Class shall consist of all Priority Claims against Mariah. The Claims included in this Class shall be treated as set forth in Exhibit “J” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will not be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 9:** This Class shall consist of all Secured Claims in favor of Anchor Acceptance Corporation and against Lampe only. The Claims included in this Class shall be treated as set forth in Exhibit “K” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 10:** This Class shall consist of all Secured Claims in favor of Commodity Credit Corporation against Mariah and which are secured by property of Lampe. The Claims included in

this Class shall be treated as set forth in Exhibit “L” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 11:** This Class shall consist of all Secured Claims in favor of Farm Credit Services of America, PCA, servicer for AgDirect, against Lampe only which are secured by the Stinger bale mover/stacker. The Claims included in this Class shall be treated as set forth in Exhibit “M” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 12:** This Class shall consist of all Secured Claims in favor of Farm Credit Services of America, PCA, servicer for AgDirect, against Lampe only which are secured by the Supreme feed wagon/mixer. The Claims included in this Class shall be treated as set forth in Exhibit “N” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 13:** This Class shall consist of all Secured Claims in favor of Farm Credit Services of America, PCA, servicer for AgDirect, against Lampe only which are secured by the John Deere 8235R tractor. The Claims included in this Class shall be treated as set forth in Exhibit “O” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 14:** This Class shall consist of all Secured Claims in favor of Integrity Bank & Trust. The Claims included in this Class shall be treated as set forth in Exhibit “P” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 15:** This Class shall consist of all Secured Claims in favor of MONY Life Insurance Company. The Claims included in this Class shall be treated as set forth in Exhibit “Q” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will not be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 16:** This Class shall consist of all Secured Claims in favor of The Farmers Bank of Osborne against Lampe, Mariah, and Whirlwind, and each of them. The Claims included in this Class shall be treated as set forth in Exhibit “R” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 17:** This Class shall consist of all Unsecured Claims without priority against Lampe which are not included in any other Classes established under this Plan. The Claims included in this Class shall be treated as set forth in Exhibit “S” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**



**Class 18:** This Class shall consist of all Unsecured Claims without priority against Mariah which are not included in any other Classes established under this Plan. The Claims included in this Class shall be treated as set forth in Exhibit “T” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

**Class 19:** This Class shall consist of all Unsecured Claims without priority against Whirlwind which are not included in any other Classes established under this Plan. The Claims included in this Class shall be treated as set forth in Exhibit “U” which is attached hereto and incorporated herein by this reference. **The Claims included in this Class will be impaired within the meaning of Section 1124 of the Bankruptcy Code under this Plan.**

#### **ARTICLE VI**

#### **Treatment of Stockholder of Mariah and Whirlwind**

Lampe shall retain all of his capital stock in Mariah and in Whirlwind.

#### **ARTICLE VII**

#### **Execution of this Plan**

The Debtors propose to fund the execution of this Plan by continuing the Debtors’ businesses and employments, and to make the payments provided for under this Plan out of the income arising from such activities as set forth in the *Farm Cash Flow Projection*, a copy of which is attached hereto as Exhibit “V” and incorporated herein by this reference.

**ARTICLE VIII**  
**Additional Payment Terms**

All payments and distributions provided for by this Plan shall be made by the respective Debtor directly to the Creditor to whom such payment or distribution is to be made.

**ARTICLE IX**  
**Executory Contracts and Unexpired Leases**

Unless otherwise agreed to in writing between the Debtors, or any of them, and the other appropriate parties, all executory contracts and unexpired leases:

- (a) Not previously assumed, assigned, or rejected by the Debtors, or any of them; or,
- (b) Not otherwise specifically provided for in this Plan;

are hereby assumed.

**ARTICLE X**  
**Discharge**

After confirmation of this Plan and upon substantial consummation, each respective Debtor will file an application for the entry of a final decree closing such respective Debtor's bankruptcy case even if all of the payments under this Plan have not been completed and a discharge has not been entered therein. Notwithstanding the confirmation of this Plan and the entry of such a final decree closing each of the above-captioned bankruptcy cases, all of the Debtors, all creditors, and all interested parties shall remain bound by the terms of this Plan as confirmed and no creditor or

interested party shall be allowed to undertake any collection activities with regard to any Claims provided for under this Plan as confirmed unless the Debtors, or any of them, shall default under this Plan. After the completion of all of the payments required by this Plan, each respective Debtor will file a motion in such respective Debtor’s bankruptcy case for the Court to reopen such bankruptcy case and enter a discharge therein. Proper notice of the filing of such motion and of the deadline for the filing of any objections thereto shall be served upon all creditors, interested parties, and the Trustee in such bankruptcy case. Such notice shall provide that a hearing will not be held on such motion unless a written objection and/or response is timely filed with the Clerk of the United States Bankruptcy Court. If no objections to such motion are filed within twenty-one (21) days after the service of such notice, subject to the payment by the respective Debtor to the Clerk of the United States Bankruptcy Court of the fee required for the reopening of a Chapter 11 bankruptcy case, such bankruptcy case will be reopened and a discharge entered therein. If any objections are timely filed to such motion for entry of discharge, the Court shall set such motion for hearing and make a determination as to whether the order of discharge should be entered.

**ARTICLE XI**  
**Automatic Stay**

Notwithstanding the entry of the Confirmation Order in the above-captioned bankruptcy cases, the automatic stay provided for under § 362 of the Bankruptcy Code shall continue in effect

until an order closing such bankruptcy is entered by the Bankruptcy Court or the Bankruptcy Court enters an order lifting the automatic stay, whichever is the earlier.

**ARTICLE XII**  
**Retention of Jurisdiction**

The Bankruptcy Court shall retain jurisdiction to require the performance of any act which is necessary for the consummation of this Plan including, without limitation, the jurisdiction to hear and determine all Claims against the Debtors, or any of them, and to enforce all causes of action which may exist in favor of the Debtors, or any of them, and to modify this Plan pursuant to the provisions of §1127 of the Bankruptcy Code. In the event an appeal is perfected from the Confirmation Order, the Bankruptcy Court shall also retain jurisdiction appropriate to enter such orders in connection therewith as may be necessary to protect the interests of the Debtors, and each of them, and their Creditors. The Bankruptcy Court shall also retain jurisdiction:

- (a) To rule on the allowance of Claims and to hear any objections thereto.
- (b) To consider adversary proceedings or contested matters which may be brought by the Debtors, or any of them, or by any Creditors or interested parties. Furthermore, the Debtors, and each of them, reserve the right to bring such actions notwithstanding confirmation at any time prior to the entry of the Final Decree or the limitation period provided by the Bankruptcy Code, whichever occurs first.
- (c) To allow and approve or disapprove the payment of any administrative expense not previously allowed.

(d) To determine and resolve questions concerning the existence of any default under this Plan.

(e) To modify this Plan pursuant to §1127(b) of the Bankruptcy Code.

(f) To correct any defect, to cure any omission, or to reconcile any inconsistency in this Plan or in the Confirmation Order, as may be necessary to carry out the purposes and intent of this Plan.

(g) To issue any order necessary to carry out this Plan, including consideration and issuance of an injunction against any Creditor or claimant asserting a claim against any non-debtor persons on account of pre-petition claims against the Debtors, or either of them.

**ARTICLE XIII**  
**Modification of this Plan**

The Debtors may submit modifications of this Plan to the Court at any time prior to confirmation pursuant to 11 U.S.C. §1127. Modification of this Plan may be proposed in writing by the Debtors at any time before the Confirmation Date, provided that this Plan, as modified, meets the requirements of §§1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with §1125 of the Bankruptcy Code. This Plan may be modified at any time after the Confirmation Date and before its substantial consummation, provided that this Plan, as modified, meets the requirements of §§1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court finds that circumstances warrant such modification. The holder of a Claim or Equity Interest that has accepted or rejected this Plan shall be deemed to have accepted or rejected, as the case may be, this Plan as

modified, unless, within any time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection.

**ARTICLE XIV**  
**Closing of the Case**

The order closing each of the above-captioned bankruptcy cases shall specifically include, in addition to the normal injunctive relief against Creditors taking any further actions to enforce their Claims or liens (except as otherwise provided by this Plan), provisions stating that any term or provision of any promissory note or security agreement or mortgage or any other document between Debtors, and each of them, and their Creditors which provides that the filing of bankruptcy or other insolvency proceedings shall operate as a default under such agreement, or other similar language, shall be declared null and void and Creditors under this Plan shall be enjoined from instituting or continuing any legal action to enforce any such term or provision. Further, the order closing each of the above-captioned bankruptcy cases shall provide that all jurisdiction of the Bankruptcy Court terminates, except that each of the above-captioned bankruptcy cases may be reopened to enforce the injunctions contained in such order.

**ARTICLE XV**  
**Miscellaneous Provisions**

1. The provisions of this Plan, when confirmed, shall be binding on all Creditors of the Debtors, and each of them.

2. Upon completion by the Debtors of all requirements established by this Plan and the Confirmation Order, each Creditor receiving any payments or distributions under this Plan shall execute such documentation as the Debtors, or any of them, may reasonably request and cooperate fully to show the release and satisfaction of all obligations and liens in favor of such Creditor.

3. Upon confirmation of this Plan, title to all property of the bankruptcy estates in each the above-captioned bankruptcy cases shall vest in the respective Debtor which held such title immediately before the filing of each of the above-captioned bankruptcy cases and will be free and clear of all liens and encumbrances whatsoever except as otherwise provided by this Plan.

Respectfully submitted,

**DEBTORS:**

September 1, 2017

**s/ Robert Thomas Lampe** \_\_\_\_\_  
Robert Thomas Lampe

**Mariah Farms, Inc.**

September 1, 2017

By: **s/ Robert Thomas Lampe** \_\_\_\_\_  
Robert Thomas Lampe, President

United States Bankruptcy Court for the District of Kansas

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**Whirlwind Farms, Inc.**

September 1, 2017

**s/ Robert Thomas Lampe** \_\_\_\_\_  
Robert Thomas Lampe, President

**ATTORNEY FOR THE DEBTORS**

September 1, 2017

**s/ David R. Klaassen** \_\_\_\_\_  
David R. Klaassen  
Kansas Supreme Court #11738  
Attorney at Law  
2649 6th Avenue  
Marquette, Kansas 67464  
Ph: (785) 546-2358  
Fx: (785) 546-2528  
[drklaassen@ks-usa.net](mailto:drklaassen@ks-usa.net)