THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL THE BANKRUPTCY COURT HAS APPROVED THIS DISCLOSURE STATEMENT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
COCOA SERVICES, L.L.C., et al.,[1]	:	Case No. 17-11936 (JLG)
Debtors.	:	Jointly Administered

DISCLOSURE STATEMENT FOR JOINT PLAN OF LIQUIDATION OF COCOA SERVICES, L.L.C. AND MORGAN DRIVE ASSOCIATES, L.L.C. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

IMPORTANT DATES

Date by which Objections to Confirmation of the Plan Must be Filed and Served:	_____ __, 2018 at 4:00 p.m.
Date by which Ballots Must be Received:	_____ __, 2018 at 4:00 p.m.
Hearing on Confirmation of the Plan:	_____ __, 2018 at __:00 a.m./p.m.

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Dated: New York, New York
January 12, 2018

[1] The Debtors in these Chapter 11 Cases and the last four digits of their respective taxpayer identification numbers are as follows: Cocoa Services, L.L.C. (3769); Morgan Drive Associates, L.L.C (2335).

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PLEASE READ THIS DISCLOSURE STATEMENT CAREFULLY. THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PLAN, WHICH IS ENCLOSED WITH THIS DISCLOSURE STATEMENT. THE DEBTORS BELIEVE THAT THE PLAN IS IN THE BEST INTERESTS OF CREDITORS AND PROVIDES THE HIGHEST AND MOST EXPEDITIOUS RECOVERIES TO HOLDERS OF ALLOWED CLAIMS AGAINST THE DEBTORS.

Cocoa Services, L.L.C. ("Cocoa Services") and Morgan Drive Associates, L.L.C. ("Morgan Drive"), the debtors and debtors-in-possession (each a "Debtor" and, collectively, the "Debtors") submit this disclosure statement (the "Disclosure Statement") pursuant to section 1125 of the Bankruptcy Code to accompany their Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code dated January 12, 2018 (the "Plan"), which has been filed with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Although the Plan is presented as a joint plan of liquidation, the Plan does not provide for the substantive consolidation of the Debtors' Estates,[2] and the Debtors' Estates shall not be substantively consolidated for any reason. A copy of the Plan is annexed as **Exhibit A** hereto.

The Plan provides a means by which the proceeds of the liquidation of the Debtors' Assets will be distributed under chapter 11 of the Bankruptcy Code, and sets forth the treatment of all Claims against and Equity Interests in the Debtors. As described in more detail below, the Debtors have consummated the sale of substantially all of their assets pursuant to the Sale Order [Docket No. 117]. The Plan implements the distribution of the Debtors' Assets, including the Sale Proceeds, to Holders of Allowed Claims against each Debtor's Estate and provides for liquidation of any remaining Assets.

I. PURPOSES AND LIMITATIONS OF DISCLOSURE STATEMENT

A. Purpose of Disclosure Statement

The purpose of the Disclosure Statement is to set forth information that: (i) summarizes the Plan and alternatives to the Plan, (ii) advises Holders of Claims and Equity Interests of their rights under the Plan, (iii) assists Creditors entitled to vote in making informed decisions as to whether they should vote to accept or reject the Plan, and (iv) assists the Bankruptcy Court in determining whether the Plan complies with the provisions of chapter 11 of the Bankruptcy Code and should be confirmed.

You are urged to read the Disclosure Statement in order to determine what rights you may have to vote on or object to the Plan and before making any decision on any such course of action. Particular attention should be directed to the provisions of the Plan affecting or impairing your rights as they existed before the institution of these Chapter 11 Cases. Please note, however, that this Disclosure Statement cannot tell you everything about your rights. For instance, this Disclosure Statement cannot and does not provide a complete description of the financial status of the Debtors, all of the applicable provisions of the Bankruptcy Code, or other matters that may be deemed significant by creditors and other parties in interest. You are also encouraged to consult with your

[2] Capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.

lawyers and/or advisors as you review and consider the Disclosure Statement and the Plan to enable you to obtain more specific advice on how the Plan will affect you.

B. Definitions and Exhibits

Definitions. Unless otherwise defined herein, capitalized terms used in this Disclosure Statement will have the meanings ascribed to such terms in the Plan.

Exhibits. The following exhibits are annexed hereto and expressly incorporated herein:

Exhibit A: A copy of the Plan.
Exhibit B: Liquidation Analysis.

C. Enclosures

The following materials are included with this Disclosure Statement:

1. A copy of the Plan.

2. A copy of an order approving the Disclosure Statement (the "Disclosure Statement Order"), which states: (a) the date by which objections to confirmation of the Plan must be served and filed, (b) the date by which all votes with respect to the Plan must be cast, (c) the date of the hearing in the Bankruptcy Court to consider confirmation of the Plan, and (d) other relevant information.

3. A copy of the notice of the deadline for submitting ballots to accept or reject the Plan and, among other things, the date, time and place of the Confirmation Hearing and the deadline for filing objections to confirmation of the Plan (the "Confirmation Hearing Notice").

4. A ballot (and return envelope) for voting to accept or reject the Plan, unless you are not entitled to vote because you are not Impaired under the Plan and are conclusively presumed to accept the Plan.

5. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

D. Representations and Limitations

NO PERSON IS AUTHORIZED IN CONNECTION WITH THE PLAN OR THE SOLICITATION OF VOTES THEREON TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS ANNEXED HERETO OR INCORPORATED HEREIN BY REFERENCE OR REFERRED TO HEREIN, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MAY NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DEBTORS.

NO REPRESENTATIONS CONCERNING THE DEBTORS OR THE PLAN ARE AUTHORIZED OTHER THAN AS SET FORTH HEREIN. ANY REPRESENTATIONS OR INDUCEMENTS TO SECURE YOUR ACCEPTANCE OF THE PLAN OTHER THAN AS CONTAINED HEREIN SHOULD NOT BE RELIED UPON BY YOU.

THE INFORMATION CONTAINED HEREIN HAS BEEN PREPARED BY THE DEBTORS IN GOOD FAITH, BASED UPON UNAUDITED INFORMATION AVAILABLE TO THE DEBTORS AS OF THE DATE HEREOF. ALTHOUGH THE DEBTORS HAVE USED THEIR BEST EFFORTS TO ENSURE THAT SUCH INFORMATION IS ACCURATE, THE INFORMATION CONTAINED HEREIN IS UNAUDITED. THE DEBTORS BELIEVE THAT THIS DISCLOSURE STATEMENT COMPLIES WITH THE REQUIREMENTS OF THE BANKRUPTCY CODE.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF, UNLESS ANOTHER TIME IS SPECIFIED HEREIN, AND DELIVERY OF THIS DISCLOSURE STATEMENT SHALL NOT CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH HEREIN SINCE THE DATE OF THIS DISCLOSURE STATEMENT AND/OR THE DATE THAT THE MATERIALS RELIED UPON IN PREPARATION OF THIS DISCLOSURE STATEMENT WERE COMPILED.

THE DISCLOSURE STATEMENT MAY NOT BE RELIED ON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN, AND NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE ADVICE ON THE TAX OR OTHER LEGAL EFFECTS OF THE PLAN ON HOLDERS OF CLAIMS AGAINST OR EQUITY INTERESTS IN THE DEBTORS.

THE DESCRIPTION OF THE PLAN CONTAINED IN THIS DISCLOSURE STATEMENT IS INTENDED AS A SUMMARY ONLY AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN ITSELF. EACH CREDITOR AND EQUITY INTEREST HOLDER IS ENCOURAGED TO READ, CONSIDER AND CAREFULLY ANALYZE THE TERMS AND PROVISIONS OF THE PLAN.

THIS DISCLOSURE STATEMENT AND THE PLAN PROVIDE FOR INJUNCTIVE RELIEF AS TO THE DEBTORS. THE PERMANENT INJUNCTIONS SET FORTH IN THE PLAN WILL APPLY TO HOLDERS OF ANY CLAIM, EQUITY INTEREST, LIEN, ENCUMBRANCE OR DEBT, WHETHER SECURED OR UNSECURED, GRANTED PRIORITY STATUS, INCLUDING PRIORITY TAX (FEDERAL OR STATE), NON-PRIORITY UNSECURED CLAIM OR ANY EQUITY INTEREST IN THE DEBTORS. CREDITORS AND EQUITY INTEREST HOLDERS WILL BE BOUND BY THIS INJUNCTIVE RELIEF UNLESS CREDITORS TIMELY FILE OBJECTIONS IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE DISCLOSURE STATEMENT ORDER OR HEREIN AND APPEAR AT THE CONFIRMATION HEARING, TO PROSECUTE ANY OBJECTION.

E. Important Dates

The Bankruptcy Court [approved] this Disclosure Statement by and through the Disclosure Statement Order entered on [_____] [__], 2018, after notice and hearing and in accordance with section 1125 of the Bankruptcy Code. The Bankruptcy Court found that the information contained herein is of the kind, and is sufficiently detailed, to enable a hypothetical, reasonable investor typical of the class being solicited to make an informed judgment concerning the Plan. **HOWEVER, THE BANKRUPTCY COURT HAS NOT CONFIRMED THE PLAN, NOR IS THIS DISCLOSURE STATEMENT OR THE DISCLOSURE STATEMENT ORDER TO BE CONSTRUED AS APPROVAL OR ENDORSEMENT OF THE PLAN BY THE BANKRUPTCY COURT.**

As stated in the Disclosure Statement Order, the Bankruptcy Court has scheduled a hearing to consider Confirmation of the Plan for [_____] [__], 2018 at [__]:00 a.m./p.m. Holders of Claims and Equity Interests and other parties in interest may attend this hearing. Objections to confirmation of the Plan must be filed on or before [____] [__], 2018 at [__]:00 a.m./p.m. as set forth in the Disclosure Statement Order.

All Ballots with respect to the Plan must be completed in full and signed to be counted in the tabulation of the votes and must be received by Prime Clerk, LLC ("Voting Agent") by no later than [____] [__], 2018 at 4:00 p.m.

As further set forth in section XII hereof, completed and signed Ballots should be returned to the Voting Agent by: (i) mail, in the return envelope provided with each, (ii) electronic, online submission at the Voting Agent's website, (iii) overnight courier or (iv) personal delivery.

F. Solicitation Procedures

As further set forth in section XII hereof, Creditors holding Claims that are Impaired have the right to vote to accept or reject the Plan. Generally speaking, a claim or equity interest is impaired if a plan alters the legal, contractual or equitable rights of the holder of the claim or equity interest. A class of creditors accepts a plan when creditors holding at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the claims in such class who actually cast their ballots vote to accept the plan.

Although proposed jointly for administrative purposes, the Plan in these Chapter 11 Cases constitutes a separate Plan for each Debtor classifying the Holders of Claims and Equity Interests against Cocoa Services into six (6) Classes of Claims and the Holders of Claims and Equity Interests against Morgan Drive into four (4) Classes of Claims. Cocoa Services Class 1 (Secured Lender's Claim) and Cocoa Services Class 2 (Priority Non-Tax Claims) are not Impaired under the Plan and are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. The Plan provides that Holders of Cocoa Services Class 3 (Lyons Unsecured Claim), Cocoa Services Class 4 (General Unsecured Claims), Cocoa Services Class 5 (Related Party Claims), Morgan Drive Class 1 (General Unsecured Claims), Morgan Drive Class 2 (Related Party Claims), and Morgan Drive Class 3 (Inter-Debtor Claims) are Impaired in that the Plan alters the legal, contractual and equitable rights of the Holders of such Claims and Equity Interests. Cocoa Services Class 6 (Equity Interest) and Morgan Drive Class 4 (Equity Interest) will not receive or

retain any property under the Plan, and the Holders of such Equity Interests, are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and their votes will not be solicited. **Accordingly, votes on the Plan will be solicited from Cocoa Services Classes 3 through 5 and Morgan Drive Classes 1 through 3 only.**

G. Recommendation

In the opinion of the Debtors, the treatment of Creditors under the Plan contemplates a greater recovery than that which is likely to be achieved under any other alternative for the liquidation of the Debtors' assets under chapter 11 or chapter 7 of the Bankruptcy Code. In addition, any alternatives other than Confirmation of the Plan could result in delays and increased administrative expenses resulting in potentially smaller distributions to Holders of Allowed Claims. Accordingly, the Debtors submit that confirmation of the Plan is in the best interests of the Debtors' Creditors and recommend that all Holders entitled to vote on the Plan vote to accept the Plan.

H. Inquiries

If you have any questions about the packet of materials that you have received, please contact Cocoa Services Case Administration, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York or by telephone at 844-721-3896 during normal business hours.

II. BACKGROUND

A. Organizational Structure

Cocoa Services and Morgan Drive are limited liability companies organized under the laws of the State of New Jersey. During the course of these Chapter 11 Cases, Cocoa Services and Morgan Drive have been managed by the CRO and Bernd Herrmann, Authorized Officer, under the supervision of a board of managers consisting of Peter G. Johnson and Mary Johnson. During the course of these Chapter 11 Cases, the board of managers has had an extremely limited role. Instead, the officers authorized by the board of managers have overseen the Debtors' operations. Cocoa Services and Morgan Drive are affiliates of and wholly-owned subsidiaries of Transmar Commodity Group, Ltd. ("TCG"). TCG is currently a debtor in its own chapter 7 bankruptcy case, styled In re Transmar Commodity Group, Ltd., Case No. 16-13625 (the "TCG Bankruptcy Case"), which is also pending in the Bankruptcy Court. TCG is a wholly-owned subsidiary of a private limited company organized under the laws of England and Wales known as Transmar Group Ltd. ("Transmar Group"). Transmar Holdings LLC, a Delaware limited liability company ("Transmar Holdings"), owns 85.135% of Transmar Group, while ITC Cocoa House Ltd., a private limited liability company organized under the laws of England and Wales, owns the other 14.865% of Transmar Group. ITC Cocoa House Ltd. is a wholly-owned subsidiary of ITOCHU Corporation, a Japanese corporation whose stock is traded on the Tokyo Stock Exchange. Transmar Holdings itself is a wholly-owned subsidiary of Morristown Group LLC, a Delaware limited liability company, which in turn is wholly owned by Peter G. Johnson, Mary Johnson, Peter B. Johnson, Timothy B. Johnson and Patricia Johnson Gasek.

B. Nature of the Debtors' Business

Prior to the sale of substantially all of their assets during the Chapter 11 Cases, Cocoa Services operated a cocoa liquor and cocoa butter melting and deodorizing facility (the "Facility"), and Morgan Drive is a real estate holding company that owned the land and building at which Cocoa Services operated. The Debtors are part of a vertically-integrated group of companies that until recently supported multi-faceted services and a supply chain for cocoa products, including commercial activity (i.e., sales and trading of cocoa products), purchasing and importation of cocoa products, cocoa origination functions and processing for raw cocoa products (the "Cocoa Companies"). As a result of, among other things, the TCG Bankruptcy Case, many of the companies in this vertically-integrated group of Cocoa Companies have encountered financial distress and their assets were either sold or are in the process of being wound down or sold.

Cocoa Services' operations involved processing solid block raw cocoa butter and cocoa liquor, as well as the deodorization of raw cocoa butter for its customers. Cocoa Services did not own any of the raw cocoa butter or cocoa liquor which it processed. Instead, Cocoa Services functioned as a tolling operation,[3] wherein Cocoa Services processed the raw cocoa product owned by its customers and delivered that product back to its customers, in its refined form, via bulk stainless steel trailers or tankers. Morgan Drive owned the Facility at which Cocoa Services operated its processing operations and did not have any employees or any direct manufacturing functions.

As a result of the TCG Bankruptcy Case and as described in greater detail below, the Debtors filed for chapter 11 bankruptcy protection, sold substantially all of their assets, and are now winding up their affairs.

C. The Debtors' Pre-Petition Indebtedness

1. Cocoa Services Secured Debt

On April 8, 2014, Cocoa Services entered into a Master Equipment Financing Agreement (as amended, the "Equipment Financing Agreement") with Bank of the West ("BOW"), pursuant to which BOW loaned Cocoa Services funds to acquire, among other things, certain machinery and equipment as set forth in the schedule incorporated as part of the Equipment Financing Agreement (the "Schedule").

As security for repayment of this loan, Cocoa Services granted BOW a first-priority security interest in and lien upon substantially all of Cocoa Services' assets (the "Prepetition Lien")[4], as described in the Schedule, including all of Cocoa Services' equipment, machinery, tools, parts, inventory, fixtures, accounts, documents, general intangibles, contract rights, government payments, chattel paper, rents and income payment intangibles and obligations arising now or hereafter thereunder and all proceeds of any of the foregoing and all products of, additions to, replacements of, and returns and repossession of such collateral and all accessories,

[3] A "tolling operation" is an arrangement in which a company (which has specialized equipment) processes raw materials or semifinished goods for another company.

[4] As discussed herein, the validity, priority and extent of the Prepetition Lien is the subject of the TCG Trustee Lien Challenge Action (defined below).

accessions, parts and machinery and equipment now or hereafter affixed to such collateral, as further set forth in the Equipment Financing Documents (collectively, the "Prepetition Collateral").[5]

In connection with the Equipment Financing Agreement, BOW made an original advance to Cocoa Services in the amount of $7,342,834.42, and a subsequent advance in the amount of $185,000.00. Prior to the Petition Date, interest on both the loans accrued at a rate of 30 day LIBOR plus 3.50%, set annually. The interest rate as of the Petition Date was 4.4861%. As of the Petition Date, Cocoa Services was indebted to BOW in the amount of $5,308,526.09.

2. Cocoa Services Unsecured Debt

In or around April 2014, Lyons Cocoa, LLC, a New Jersey limited liability company, beneficially owned by members of the Lyons family ("Lyons Cocoa") sold its interest in Cocoa Services to Transmar Group, L.L.C. – CS Series, a series of a Delaware limited liability company, beneficially owned by members of the Johnson family ("CS Series").[6] In connection with CS Series' acquisition of Lyons Cocoa's interest in Cocoa Services, CS Series executed an unsecured promissory note dated April 14, 2014, in favor of Lyons Cocoa (the "Lyons Note") in the original principal amount of $4,000,000. In or about early 2016, as part of a restructuring of Transmar Group, Cocoa Services assumed the liabilities and obligations of CS Series under the Lyons Note. As of the Petition Date, Cocoa Services owed Lyons Cocoa the approximate sum of $2,024,661.80.

As of the Petition Date, Cocoa Services was also indebted to various other unsecured creditors in a total approximate amount of $10,121,214.97 including approximately $7,864,831.46 of Related Party Claims and $2,256,383.51 of other General Unsecured Claims, including trade payables.

3. Morgan Drive Unsecured Debt

As of the Petition Date, Morgan Drive did not have any known secured or priority claims. Morgan Drive, however, was indebted to various unsecured creditors totaling approximately $1,981,330.31, including $145,400.00 of related party claims and $1,835,840.31 of inter-Debtor claims.

D. Events Leading to the Chapter 11 Cases

Historically, Cocoa Services was a healthy, profitable company. However, the TCG Bankruptcy Case and TCG's subsequent wind-down caused Cocoa Services to experience financial distress. In particular, the loss of TCG as Cocoa Services' largest customer created a

[5] Morgan Drive is not obligated to BOW under the Equipment Financing Documents or otherwise, and BOW does not have a lien on any of Morgan Drive's assets.

[6] In February 2016, a global restructuring of the Transmar Group was undertaken, which resulted in, among other things, CS Series becoming a subsidiary of Morristown Group LLC, and the Debtors becoming subsidiaries of TCG.

liquidity crisis for Cocoa Services, which ultimately required Cocoa Services to seek chapter 11 relief.

Further, given the fact that, as part of its rent to Morgan Drive, Cocoa Services was obligated to pay the real estate taxes and other real estate-related obligations of Morgan Drive, Morgan Drive also faced a liquidity crisis. As a result of these liquidity crises, the Debtors determined that that it was in the best interests of the Debtors, their creditors, and their estates to sell their assets. After marketing their assets for sale, the Debtors determined that the best course of action was to commence cases under chapter 11 of the Bankruptcy Code and pursue a sale of substantially all of their assets in the context of chapter 11.

E. The Chapter 11 Cases

Shortly before filing their Chapter 11 Cases, the Debtors engaged Robert J. Frezza to be chief restructuring officer of the Debtors. Shortly thereafter, on July 14, 2017 (the "Petition Date"), the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have retained possession of their property and have continued to manage their affairs as debtors-in-possession pursuant to section 1107 and 1108 of the Bankruptcy Code. No trustee, examiner or creditors' committee has been appointed in these Chapter 11 Cases.

III. SIGNIFICANT EVENTS DURING THE CHAPTER 11 CASES

A. First Day Orders

Shortly after the Petition Date, the Bankruptcy Court entered various orders authorizing the Debtors to pay various pre-petition claims, and granting other relief to help the Debtors stabilize their day-to-day operations, which orders were necessary to facilitate the sale of substantially all of the Debtors' assets. In particular, these orders were designed to minimize the disruption of the Debtors' business affairs, ease the strain on the Debtors' relationships with their employees, vendors and other parties, and facilitate the orderly administration of the Chapter 11 Cases. These orders include:

1. an order directing the joint administration of the Chapter 11 Cases [Docket No. 21];

2. an order granting an extension of time for the Debtors to file their schedules of assets and liabilities, executory contracts and unexpired leases, lists of equity security holders, and statement of financial affairs [Docket No. 23];

3. an order authorizing the Debtors to prepare a consolidated list of creditors in lieu of a mailing matrix and approving the form and manner of notifying creditors of the commencement of the Chapter 11 Cases [Docket No. 24];

4. orders authorizing the Debtors' payment of pre-petition employee compensation obligations and continued maintenance of employee benefit programs [Docket Nos. 25, 45, 77];

5. orders authorizing the Debtors' payment of pre-petition insurance obligations and continued maintenance of their insurance policies [Docket Nos. 26, 47, 78];

6. orders authorizing the Debtors' payment of certain pre-petition claims of critical vendors and service providers [Docket Nos. 36, 46, 79]; and

7. orders authorizing Cocoa Services' use of cash collateral [Docket Nos. 37, 44, 76, 138].

B. Retention of Professionals

On August 14, 2017, the Bankruptcy Court entered an order authorizing the Debtors to retain Prime Clerk, LLC ("Prime Clerk") as administrative advisor *nunc pro tunc* to the Petition Date [Docket No. 73].

On August 14, 2017, the Bankruptcy Court entered an order authorizing the Debtors to retain Riker Danzig Scherer Hyland & Perretti LLP as bankruptcy counsel *nunc pro tunc* to the Petition Date [Docket No. 74].

On August 14, 2017, the Bankruptcy Court entered an order authorizing the Debtors to retain Klestadt Winters Jureller Southard & Stevens, LLP as local bankruptcy and conflicts counsel *nunc pro tunc* to the Petition Date [Docket No. 71].

On October 3, 2017, the Bankruptcy Court entered an order authorizing the Debtors to retain Deloitte Transactions and Business Analytics LLP ("DTBA") to provide Robert J. Frezza as Chief Restructuring Officer *nunc pro tunc* to the Petition Date [Docket No. 115].[7] On or about December 18, 2017, Mr. Frezza resigned as managing director of Deloitte Financial Advisory Services LLP, an affiliate of DTBA. In January 2018, the Debtors will be filing a Motion to Substitute Myron R. Lottman of DTBA to serve as the successor chief restructuring officer of the Debtors, *nunc pro tunc* to December 18, 2017.

C. Cash Collateral

On July 14, 2017, the Debtors filed the Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing Use of Cash Collateral by Cocoa Services, L.L.C., (B) Granting Adequate Protection, (C) Scheduling a Final Hearing, and (D) Granting Related Relief (the "Cash Collateral Motion"). The Cash Collateral Motion was granted on a final basis by order of the Bankruptcy Court dated August 15, 2017 [Docket No. 76], and was thereafter extended through December 30, 2017, by order of the Bankruptcy Court dated November 9, 2017 [Docket No. 138].

D. The Debtors' Sale of Substantially All of Their Assets

On July 21, 2017, the Debtors filed a motion to, among other things, (a) establish auction and bidding procedures (the "Bidding Procedures") with respect to the Debtors' sale of

[7] Prior to the Petition Date, Robert J. Frezza and DTBA served as chief restructuring officer of TCG. Mr. Frezza and DTBA's engagement with TCG terminated upon the conversion of the TCG Bankruptcy Case from chapter 11 to chapter 7 on July 26, 2017.

substantially all of their assets (the "Sale"), (b) schedule an auction and a sale hearing (the "Sale Hearing") with respect to the Sale, and (c) approve the Sale and assignment of the Debtors' assets free and clear of liens, claims interests and encumbrances (the "Sale Motion"). On August 14, 2017, the Bankruptcy Court entered an order approving the Bidding Procedures and setting a date for the Sale Hearing (the "Bidding Procedures Order") [Docket No. 68]. On September 6, 2017, pursuant to the Bidding Procedures Order, the Debtors conducted an auction with respect to the Debtors' assets. At the conclusion of the auction, the Debtors selected Carlyle Cocoa Company, LLC ("Carlyle") as the winning bidder for a purchase price of $8,390,000 (allocated $6,195,000 to the assets of Cocoa Services and $2,195,000 to the assets of Morgan Drive). The Sale Hearing took place on September 26, 2017, and the Bankruptcy Court approved the Sale to Carlyle by order dated October 4, 2017 [Docket No. 117]. On October 5, 2017, the Debtors and Carlyle closed the Sale.

E. Schedules of Assets and Liabilities, Statement of Financial Affairs

On August 28, 2017, the Debtors filed schedules of the Debtors' assets and liabilities and statements of the Debtors' financial affairs [Docket No. 86, 87, 88 and 89].

F. Bar Date for Filing of Claims Arising Prior to the Petition Date

On September 22, 2017, the Bankruptcy Court entered an order (the "Bar Date Order") that, among other things, fixed the following deadlines for asserting claims against the Debtors that arose prior to July 14, 2017: (i) November 2, 2017, at 5:00 P.M. for all Persons other than Governmental Units, and (ii) January 10, 2017 at 5:00 p.m. for Governmental Units.

In accordance with Federal Rule of Bankruptcy Procedure 3003(c)(2), Holders of Claims who failed to comply with the terms of the Bar Date Order are forever barred from (i) filing a proof of claim with respect to such claim, (ii) asserting such claims against the Debtors or their Estates and/or property, (iii) voting on any plan filed in these Chapter 11 Cases and (iv) participating in any Distribution in the Chapter 11 Cases on account of such claims.

1. Claims Against Cocoa Services

As of the date hereof, approximately seventy (70) filed and scheduled claims have been asserted against Cocoa Services with an aggregate liability of approximately $16,467,825.36. A preliminary review of the Claims indicates that three (3) Claims against Cocoa Services are seeking administrative priority for a purported aggregate liability of $10,082.19 and one (1) Priority Tax Claim has been filed against Cocoa Services assert priority in the amount of $3,000. There is one (1) Secured Claim against Cocoa Services asserted by the Secured Lender, asserting a claim of at least $5,308,526.09. An additional two (2) Claims have been filed as unsecured priority claims of Cocoa Services with a total asserted liability of $11,922. Finally, a total of sixty four (64) Claims have been filed or scheduled as general unsecured claims of Cocoa Services asserting total liabilities of $11,147,377.27.

2. Claims Against Morgan Drive

As of the date hereof, five (5) filed and scheduled unsecured claims have been asserted against Morgan Drive with an aggregate liability of approximately $1,981,332.31. No

Administrative Expense Claims, Priority Tax Claims, Secured Claims or Priority Non-Tax Claims have been asserted against Morgan Drive.

3. **Status of Claims Review and Objections**

After a preliminary review of filed Claims and a comparison to the Debtors' books and records, the Debtors believe that the filed Claims may include, among other things, certain invalid, overstated, duplicative, misclassified and/or otherwise objectionable Claims. As a result, the Debtors expect that objections to certain Claims will be pursued, and believe that the Claim amounts referenced above will likely be reduced. As set forth in the Plan, the Debtors or the Plan Administrator, as applicable, as well as any party-in-interest, shall have the right to object to Claims in accordance with section 502(a) of the Bankruptcy Code.

G. Exclusivity Motion

Pursuant to sections 1121(b) and (c)(3) of the Bankruptcy Code, the Debtors have a certain amount of time within which: (i) to file their Plan, and (ii) to solicit acceptances of their timely filed Plan before other parties in interest are permitted to file plans. The Bankruptcy Court entered an order extending the Debtors' exclusive periods within which to file a plan and solicit acceptances thereto to January 12, 2018 and March 13, 2018, respectively [Docket No. 149]. Accordingly, no other party may file a plan.

H. Executory Contracts and Unexpired Leases

As of the Petition Date, the Debtors were party to a number of executory contracts and unexpired leases (e.g. service agreements and equipment leases). In accordance with the assumption and assignment procedures set forth in the Sale Motion and the Bidding Procedures Order, the Debtors assumed and assigned to Carlyle the Cocoa Services' Contracts (as defined in the Sale Motion) identified in the Notice of Potential Assumption and Assignment of Executory Contracts in Connection with the Sale and Assignment of Substantially All of the Debtors' Assets [Docket No. 70]. Except for the De Lage Lease, which was inadvertently omitted from the foregoing Notice, and is being assumed and assigned to Carlyle under the Plan, the Plan provides for the rejection of all remaining executory contracts and unexpired leases.

I. Preference and Other Avoidance Actions

The Debtors are in the process of performing an analysis of potential Causes of Action that may belong to the Debtors' Estates, including without limitation, any and all Avoidance Actions arising from any payments or transfers listed in response to Part 2, Question 3 on Cocoa Services' Statement of Financial Affairs [Docket No. 87]. Depending on the outcome of this analysis, the Debtors and/or the Plan Administrator may pursue such actions at a later date. The Debtors and the Plan Administrator hereby expressly reserve their right to commence any appropriate actions pursuant to chapter 5 of the Bankruptcy Code. On a preliminary basis, Cocoa Services has identified nine (9) potential avoidance actions, which have a face value of approximately $415,000 in the aggregate that may be pursued. Cocoa Service is in the process of completing its investigation in order to determine whether to pursue some or all of these potential actions.

J. TCG Trustee Lien Challenge Action

On October 16, 2017, Alan Nisselson, trustee for the chapter 7 estate of TCG (the "TCG Trustee") filed a complaint (the "Trustee's Complaint") against BOW initiating an adversary proceeding, styled Nisselson v. Bank of the West, Adv. Pro. No. 17-01182, through which, among other things, the TCG Trustee (i) seeks a determination as to the validity, priority, and extent of BOW's liens on Cocoa Services' property, (ii) objects to BOW's secured claim against Cocoa Services, (iii) seeks to surcharge BOW's secured claim against Cocoa Services and (iv) seeks to avoid BOW's alleged unperfected claim (the "TCG Trustee Lien Challenge Action"). On November 17, 2017, BOW filed a Motion to Dismiss the Trustee's Complaint (the "Motion to Dismiss"). The Motion to Dismiss has been adjourned a number of times, and is currently scheduled to be heard by the Bankruptcy Court on January 17, 2018.

The outcome of the TCG Trustee Lien Challenge Action could have a significant impact on the recovery of Cocoa Services Classes 3 through 5. If the TCG Trustee is unsuccessful in avoiding or invaliding BOW's liens, the Debtors expect that the estimated recoveries for Cocoa Services Classes 3 through 5 will be approximately 17%. However, if the TCG Trustee is successful in avoiding or invalidating a portion or all of BOW's liens, Creditors in Cocoa Services Classes 3 through 5 could receive a substantially higher distribution on their Claims.

IV. SUMMARY OF THE PLAN OF LIQUIDATION

The following is a summary intended as an overview of the Plan and is qualified in its entirety by reference to the full text of the Plan, a copy of which is annexed hereto at **Exhibit A**. Holders of Claims are encouraged to review the Plan and this Disclosure Statement with their counsel.

A. General Plan Objectives

Chapter 11 is the chapter of the Bankruptcy Code primarily used for business reorganization. A debtor can also utilize the provisions of chapter 11 to market and sell its assets in order to derive maximum value and provide equal treatment of similarly-situated creditors with respect to the distribution of the debtor's assets.

The commencement of a chapter 11 case creates an estate that is comprised of all of the legal and equitable interests of the debtor as of the filing date. Formulation of a chapter 11 plan is the primary purpose of a chapter 11 case. A chapter 11 plan sets forth and governs the treatment and rights to be afforded to creditors and shareholders with respect to their claims against and equity interests in the debtor.

In these Chapter 11 Cases, the Plan contemplates a liquidation of each of the Debtors and is therefore referred to as a "plan of liquidation." In general, a chapter 11 plan of liquidation: (i) divides claims and equity interests into separate classes, (ii) specifies the property that each class is to receive under the plan, and (iii) contains other provisions necessary to implement the Plan. The primary objective of the Plan is to maximize the value of the recoveries to all Holders of Allowed Claims and to distribute any Assets of the Debtors' Estates or proceeds thereof. Under the Bankruptcy Code, "claims" and "interests" are classified rather than "creditors" and "partners" because such entities may hold claims and interests in more than one class.

Here, the Plan establishes a mechanism by which a Plan Administrator will marshal the assets of the Debtors through the collection of monies owed to the Debtors, which monies shall be deposited with the Plan Administrator for the eventual Distribution to Holders of Allowed Claims in the order set forth in the Plan.

In general, confirmation of a plan by the Bankruptcy Court makes the plan binding upon a debtor, any person acquiring property under the plan and any creditor or equity interest holder of a debtor whether or not they vote to accept the plan. Before soliciting acceptances of a proposed plan, however, section 1125 of the Bankruptcy Code requires a debtor to prepare a written disclosure statement containing adequate information of a kind and in sufficient detail to enable a creditor to make an informed judgment in voting to accept or reject the plan. The Debtors are submitting this Disclosure Statement to Holders of Claims against the Debtors to satisfy the requirements of section 1125 of the Bankruptcy Code.

B. Provisions Governing Order and Method for Distributions Under the Plan

In general, and as more fully described herein, the Plan (i) does not consolidate the Debtors' Estates and uses each Debtor's Assets to pay the Claims of each respective Debtor, (ii) divides Claims against and Equity Interests in each Debtor into categories or "Classes" for each of the Debtors' respective Estates, (iii) sets forth the treatment afforded to each class, and (iv) provides the means by which the proceeds of the Debtors' Assets will be distributed. A Claim can be Impaired if the Plan alters the legal, equitable or contractual rights to which the Holder of the Claim is otherwise entitled. If the Plan is confirmed, each Creditor's recovery is limited to the amount provided in the Plan. Only Creditors in Classes that are Impaired may vote on whether to accept or reject the Plan, and only Creditors of Allowed Claims may vote. A Class that is not Impaired is conclusively presumed to accept the Plan. In addition, Administrative Expense Claims (including Professional Fee Claims), Priority Tax Claims and U.S. Trustee Fees are not classified and are treated in the manner set forth in Article II of the Plan and summarized below.

C. Classes of Claims

Section 1122 of the Bankruptcy Code provides that a plan of reorganization shall classify the claims of a debtor's creditors into classes containing claims that are substantially similar. The following Classes of Claims and Equity Interests are designated pursuant to and in accordance with section 1122(a)(1) of the Bankruptcy Code,[8] which Classes shall be mutually exclusive:

[8] While the Debtors believe that their classification of all Claims complies with section 1122 of the Bankruptcy Code, it is possible that a Holder of a Claim may challenge the Debtors' classification and the Bankruptcy Court may find that a different classification is required for the Plan to be confirmed. In such event, it is the present intent of the Debtors, to the extent permitted by the Bankruptcy Court, to modify the Plan to provide for whatever reasonable classification might be required by the Bankruptcy Court for Confirmation, and to use the acceptances received by the Voting Agent from any Holder of a Claim pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such Holder of a Claim is ultimately deemed to be a member.

UNCLASSIFIED CLAIMS

Class Description	Estimated Amount of Allowed Claim in Class	Treatment Under Plan and Estimated Recovery Under Plan
Administrative Expense Claims (other than Professional Fee Claims)	Cocoa Services: $40,000.00 Morgan Drive: $21,821.51	Unimpaired. Estimated Recovery: 100%
Professional Fee Claims	Cocoa Services: $368,480.65 Morgan Drive: $124,517.95	Unimpaired. Estimated Recovery: 100%
Priority Tax Claims	Cocoa Services: $1,000.00 Morgan Drive: $0	Unimpaired. Estimated Recovery: 100%
U.S. Trustee Fees	Cocoa Services: $4,875.00 Morgan Drive: $325.00	Unimpaired. Estimated Recovery: 100%

COCOA SERVICES CLASSES

Class	Class Description	Estimated Amount of Allowed Claim in Class	Treatment Under Plan and Estimated Recovery Under Plan[9]
Cocoa Services Class 1	Secured Lender's Claim	At least $5,308,526.09[10]	Unimpaired. Estimated Recovery: 100%. Conclusively Presumed to Accept.
Cocoa Services Class 2	Priority Non-Tax Claims	$11,922.00	Unimpaired. Estimated Recovery: 100%. Conclusively Presumed to Accept.
Cocoa Services Class 3	Lyons' Unsecured Claim	$2,089,299.10	Impaired. Estimated Recovery: 17% Entitled to Vote.
Cocoa Services Class 4	General Unsecured Claims	$315,506.04	Impaired. Estimated Recovery: 17% Entitled to Vote.

[9] As set forth above in section III(J), the estimated recovery to Cocoa Services' Classes 3 through 5 is approximately 17%, but could change depending on the outcome of the TCG Trustee Lien Challenge Action.

[10] The estimated amount of the Secured Lender's Claim is based upon the amount of the Secured Lender's Claim set forth in Cocoa Services' Schedules plus post-petition interest, fees and expenses. Depending on the outcome of the TCG Lien Challenge Action and the allowance of an amounts due to the Secured Lender pursuant to section 506(b) of the Bankruptcy Code, the amount of the Secured Lender's Claim may change. The Debtors reserve any and all rights in connection with amounts sought by the Secured Lender pursuant to 11 U.S.C. § 506(b).

Cocoa Services Class 5	Related Party Claims[11]	$8,743,091.01	Impaired. Estimated Recovery: 17% Entitled to Vote.
Cocoa Services Class 6	Equity Interests		Impaired. Deemed to Reject.

MORGAN DRIVE CLASSES[12]

Class	Class Description	Estimated Amount of Allowed Claim in Class	Treatment Under Plan and Estimated Recovery Under Plan
Morgan Drive Class 1	General Unsecured Claims	$0[13]	Impaired. Estimated Recovery: 87% Entitled to Vote.
Morgan Drive Class 2	Related Party Claims[14]	$145,490.00	Impaired. Estimated Recovery: 87% Entitled to Vote.
Morgan Drive Class 3	Inter-Debtor Claims[15]	$1,835,840.31	Impaired. Estimated Recovery: 87% Entitled to Vote.
Morgan Drive Class 4	Equity Interests		Impaired. Deemed to Reject.

[11] Cocoa Services Class 5 Related Party Claims include Claims of the following Persons: (i) Atlantic Chocolate, (ii) Morristown Group, LLC, and (iii) TCG.
[12] No Priority Non-Tax Claims were filed or scheduled against Morgan Drive.
[13] Although New Jersey Department of Treasury – Unclaimed Property filed an unliquidated General Unsecured Claim against Morgan Drive [Morgan Drive Claim No. 1], Morgan Drive does not believe any money is due and owing to this agency and intends to object to this Claim.
[14] Morgan Drive Class 2 Related Party Claims include Claims of the following Persons: (i) Morristown Group, LLC and (ii) TCG.
[15] Cocoa Services has an Inter-Debtor Claim against Morgan Drive.

1. **Unclassified Claims**

a. *Administrative Expense Claims*

Subject to the Administrative Expense Claims Bar Date and other provisions herein, unless the Holder of an Allowed Administrative Expense Claim agrees to different or less favorable treatment, each Holder of an Allowed Administrative Expense Claim (other than of a Professional Fee Claim), will receive in full and final satisfaction of its Administrative Expense Claim, Cash equal to the amount of such Allowed Administrative Expense Claim upon the later of (i) the Effective Date or (ii) thirty (30) days after the date on which such Allowed Administrative Expense Claim becomes an Allowed Claim. Allowed Administrative Expense Claims shall be paid first, from the Administrative Reserves of the applicable Estate and second, from the Remaining Cash of the applicable Estate.

b. *Professional Fee Claims*

Unless such Holder agrees to a different and less favorable treatment of such Claim, each Holder of an Allowed Professional Fee Claim shall receive in full and final satisfaction of its Professional Fee Claim, Cash equal to the amount of such Allowed Professional Fee Claim on, or as soon as reasonably practicable after, the first Business Day following the date upon which such Claim becomes Allowed by a Final Order of the Bankruptcy Court.

The fees and expenses of professionals retained by the Plan Administrator on and after the Effective Date, shall be paid by the Plan Administrator within thirty (30) days of receipt or presentment of invoice(s), or on such other terms as the Plan Administrator and the applicable professional may agree to, without the need for further Bankruptcy Court approval. The Plan Administrator shall be compensated at a rate of $10,000 per month, as set forth in the Plan Administrator Agreement, which shall be filed as the Plan Supplement.

c. *Priority Tax Claims*

Unless the Holder of an Allowed Priority Tax Claim agrees to different or less favorable treatment, each Holder of an Allowed Priority Tax Claim will receive in full and final satisfaction of its Allowed Priority Tax Claim an amount in Cash equal to such Allowed Priority Tax Claim as soon as practicable following the later of: (a) the Effective Date and (b) the date on which such Priority Tax Claim becomes an Allowed Claim.

d. *U.S. Trustee Fees*

All U.S. Trustee Fees shall be paid by the Effective Date. Thereafter, the Plan Administrator shall pay all U.S. Trustee Fees of each Estate in accordance with the terms of the Plan until such time as the Bankruptcy Court enters a final decree closing the Chapter 11 Cases or the Chapter 11 Cases are dismissed or converted.

2. **Cocoa Services Claims**

a. *Cocoa Services Class 1 (Secured Lender's Claim)*

Subject to entry of a Final Order or Final Orders by the Bankruptcy Court: (i) adjudicating or otherwise resolving the TCG Trustee Lien Challenge Action and, if applicable, (ii) establishing any amounts due and owing to the Secured Lender pursuant to section 506(b) of the Bankruptcy Code, the Secured Lender's Claim shall be Allowed.

The Holder of the Allowed Secured Lender's Claim shall receive (a) on the Effective Date, an amount in Cash from the Segregated Cocoa Services Sale Proceeds not to exceed the amount of such Allowed Secured Lender's Claim provided that the holder of the Allowed Secured Lender's Claim has not yet been paid any portion of the Segregated Cocoa Services Sale Proceeds; (b) a Distribution of Cash from Cocoa Services from the Segregated Cocoa Services Sale Proceeds or otherwise in the full amount of such Allowed Secured Lender's Claim to the extent the Secured Lender's Claim is entitled to amounts under section 506(b) of the Bankruptcy Code, if any, including, without limitation, postpetition interest, legal fees, costs, expenses and other outstanding obligations of Cocoa Services; or (c) such other treatment as to which Cocoa Services and the Holder of the Allowed Secured Lender's Claim shall have agreed upon in writing. To the extent the Allowed Secured Lender's Claim is less than the Secured Lender's Prepetition Claim, any deficiency claim shall become a Cocoa Services Class 4 General Unsecured Claim. Notwithstanding section 1141(c) or any other provision of the Bankruptcy Code, with respect to the treatment in clause (a) and clause (b) above, all valid, enforceable, and perfected liens on the Segregated Cocoa Services Sale Proceeds or other property of Cocoa Services, up to the amount of the Allowed Secured Lender's Claim, shall survive the Effective Date until the Secured Lender's Claim is satisfied pursuant to the Plan.

b. *Cocoa Services Class 2 (Priority Non-Tax Claims*)

On the Effective Date, or as soon thereafter as is reasonably practical, in exchange for full and final satisfaction, settlement and release of such Allowed Priority Non-Tax Claim, each Holder of an Allowed Priority Non-Tax Claim against Cocoa Services shall receive (a) an amount in Cash equal to the Allowed amount of such Priority Non-Tax Claim or (b) such other treatment as to which Cocoa Services and the Holder of such Allowed Priority Non-Tax Claim shall have agreed upon in writing.

c. *Cocoa Services Class 3 (Lyons Unsecured Claim)*

After the payment in full of all Unclassified Claims, the Cocoa Services Class 1 Claim and Cocoa Services Class 2 Claims, in exchange for full and final satisfaction, settlement and release of the Lyons Unsecured Claim, one or more distributions of Remaining Cocoa Services Cash will be made by the Plan Administrator, on a Pro Rata basis, to the Holders of the Allowed Lyons Unsecured Claim, on a *pari passu* basis with Holders of Cocoa Services Class 4 General Unsecured Claims and Cocoa Services Class 5 Related Party Claims.

d. *Cocoa Services Class 4 (General Unsecured Claims)*

After the payment in full of all Unclassified Claims, the Cocoa Services Class 1 Claim and Cocoa Services Class 2 Claims, in exchange for full and final satisfaction, settlement and release of the Allowed General Unsecured Claims, one or more distributions of Remaining Cocoa Services Cash will be made by the Plan Administrator, on a Pro Rata basis, to the Holders of the Allowed General Unsecured Claims against Cocoa Services, on a *pari passu* basis with Holders of Cocoa Services Class 3 Lyons Unsecured Claim and Cocoa Services Class 5 Related Party Claims.

e. *Cocoa Services Class 5 (Related Party Claims)*

After the payment in full of all Unclassified Claims, the Cocoa Services Class 1 Claim and Cocoa Services Class 2 Claims, in exchange for full and final satisfaction, settlement and release of the Allowed Related Party Claims, one or more distributions of Remaining Cocoa Services Cash will be made by the Plan Administrator, on a Pro Rata basis, to the Holders of the Allowed Related Party Claims against Cocoa Services, on a *pari passu* basis with Holders of Cocoa Services Class 3 Lyons Unsecured Claim and Cocoa Services Class 4 General Unsecured Claims.

f. *Cocoa Services Class 6 (Equity Interests)*

Based upon the Liquidation Analysis, the Debtors believe that the Holder of the Cocoa Services Class 6 Equity Interest will not receive or retain any property under the Plan on account of such Equity Interest.

3. **Morgan Drive Claims**

a. *Morgan Drive Class 1 (General Unsecured Claims)*

After the payment in full of all Unclassified Claims, in exchange for full and final satisfaction, settlement and release of the Allowed General Unsecured Claims, one or more distributions of Remaining Morgan Drive Cash will be made by the Plan Administrator, on a Pro Rata basis, to the Holders of Allowed General Unsecured Claim against Morgan Drive, on a *pari passu* basis with Holders of Morgan Drive Class 2 Related Party Claims and Morgan Drive Class 3 Inter-Debtor Claims.

b. *Morgan Drive Class 2 (Related Party Claims)*

After the payment in full of all Unclassified Claims, in exchange for full and final satisfaction, settlement and release of the Allowed Related Party Claims, one or more distributions of Remaining Morgan Drive Cash will be made by the Plan Administrator, on a Pro Rata basis, to the Holders of Allowed Related Party Claims against Morgan Drive, on a *pari passu* basis with Holders of Morgan Drive Class 1 General Unsecured Claims and Morgan Drive Class 3 Inter-Debtor Claims.

c. *Morgan Drive Class 3 (Inter-Debtor Claims)*

After the payment in full of all Unclassified Claims, in exchange for full and final satisfaction, settlement and release of the Allowed Inter-Debtor Claims, one or more distributions of Remaining Morgan Drive Cash will be made by the Plan Administrator, on a Pro Rata basis, to the Holders of Allowed Inter-Debtor Claims against Morgan Drive, on a *pari passu* basis with Holders of Morgan Drive Class 1 General Unsecured Claims and Morgan Drive Class 2 Related Party Claims.

d. *Morgan Drive Class 4 (Equity Interest)*

Based upon the Liquidation Analysis, the Debtors believe that the Holder of the Morgan Drive Class 4 Equity Interest will not receive or retain any property under the Plan on account of such Equity Interest.

V. DISTRIBUTIONS UNDER PLAN

Article V of the Plan establishes the procedures and guidelines for Distributions to be made to the Holders of Allowed Claims and Equity Interests, including the timing, procedures and notice provisions related to same. Distributions shall be made by the Plan Administrator as follows.

A. Plan Distributions

Except as otherwise provided in the Plan, the Plan Administrator shall make distributions to Holders of Allowed Claims in accordance with Article V of the Plan on the Effective Date. From time to time, the Plan Administrator shall make Pro Rata distributions to Holders of Allowed Claims in Cocoa Services Classes 3 through 5 and Allowed Claims in Morgan Drive Classes 1 through 3 in accordance with Article III of the Plan. Notwithstanding the foregoing, the Plan Administrator may retain such amounts (i) as are reasonably necessary to meet contingent liabilities and to maintain the value of the assets of the Estates during liquidation, (ii) to pay reasonable administrative expenses (including Post-Effective Date Expenses and any taxes imposed in respect of the Assets), (iii) to satisfy other liabilities to which the Assets are otherwise subject, in accordance with the Plan, and (iv) to establish the Reserve Accounts. All distributions to the Holders of Allowed Claims shall be made in accordance with the Plan. The Plan Administrator may withhold from amounts distributable to any Person any and all amounts determined in the Plan Administrator's reasonable sole discretion to be required by any law, regulation, rule, ruling, directive or other governmental requirement. Holders of Allowed Claims shall, as a condition to receiving distributions, provide such information and take such steps as the Plan Administrator may reasonably require to ensure compliance with withholding and reporting requirements and to enable the Plan Administrator to obtain certifications and information as may be necessary or appropriate to satisfy the provisions of any tax law, including as set forth in section 5.9 of the Plan.

B. Manner of Payments Under the Plan

All Cash payments required under the Plan shall be made in U.S. dollars by checks drawn on a domestic bank selected by the Plan Administrator in accordance with the Plan or by wire

transfer from a domestic bank, at the option of the Plan Administrator. The Plan Administrator may use the services of a third party to aid in the Distributions required to be made under this Plan. All Distributions under the Plan on account of any Allowed Claims shall be made by regular, first-class mail, postage pre-paid in an envelope at: (i) the address of the Holder of such Allowed Claim as set forth in a filed proof of Claim and Claims Register or (ii) such other address as such Holder shall have specified for payment purposes in a written notice to the Plan Administrator at least fifteen (15) days prior to such Distribution Date. Subject to section 5.10 of the Plan, the Plan Administrator shall make a good faith effort to ascertain an alternative address and will re-mail any undelivered Distributions or notices that were returned marked "undeliverable" or "moved - no forwarding address" or for a similar reason.

C. No Payments of Fractional Cents or Distributions of Less Than Twenty-Five Dollars

(a) Any contrary provision of the Plan notwithstanding, for purposes of administrative convenience, no payment of fractional cents shall be made pursuant to the Plan. Whenever any payment of a fraction of a cent under the Plan would otherwise be required, the actual Distribution made shall reflect a rounding of such fraction to the nearest whole penny (up or down), with halfpennies or less being rounded down and fractions in excess of half of a penny being rounded up.

(b) Any contrary provision of the Plan notwithstanding, for purposes of administrative convenience, no Distribution of less than twenty-five dollars ($25.00) shall be made pursuant to the Plan. Whenever any Distribution of less than twenty-five dollars ($25.00) under the Plan would otherwise be required, such funds will be retained by the Plan Administrator for the account of the recipient until such time that successive Distributions aggregate to twenty-five dollars ($25.00), at which time such payment shall be made, and if successive Distributions do not ever reach twenty-five dollars ($25.00) in the aggregate, then such Distributions shall revert to the applicable Debtor's Estate, be treated as Remaining Cash of the applicable Estate and be distributed in accordance with the Plan.

D. Record Date for Distribution

As of the close of business on the Confirmation Date (the "Record Date"), the Claims Register shall be closed, and there shall be no further changes in the record Holders of any Claims. Neither the Debtors nor the Plan Administrator, as applicable, shall have any obligation to recognize any transfer of any Claims occurring after the Record Date, and shall instead be entitled to recognize and deal for all purposes under the Plan with only those Holders of record as of the Record Date.

E. Distribution Deadlines

Any Distribution to be made by the Plan Administrator pursuant to the Plan shall be deemed to have been timely made if made within thirty (30) days after the time therefore specified in the Plan or such other agreement. No interest shall accrue or be paid with respect to any Distribution as a consequence of such Distribution not having been made on the date specified therefore herein.

F. Indefeasibility of Distributions

All Distributions provided for under the Plan shall be indefeasible.

G. Full and Final Satisfaction

All payments and all Distributions under the Plan shall be in full and final satisfaction, settlement and release of either the Debtors' obligations with respect to Claims against that Debtors, except as otherwise provided in the Plan.

H. Distributions Only on Business Days

Notwithstanding the foregoing provisions, if any Distribution called for under this Plan is due on a day other than a Business Day, such Distribution shall instead be made the next Business Day.

I. Payment of Taxes on Distributions Received Pursuant to the Plan

(a) Any contrary provision of the Plan notwithstanding, as a condition to payment of any Distribution to a Creditor under the Plan, each Creditor shall provide a valid employer identification, social security or tax identification number (collectively the "Tax Information") for purposes of tax reporting by the Plan Administrator. All Persons that receive Distributions under the Plan shall be responsible for reporting and paying, as applicable, any taxes on account of their Distributions.

(b) At such time as the Plan Administrator believes that Distributions to a particular Class of Claims is likely, the Plan Administrator shall request Tax Information in writing from the Creditors (the "Tax Information Request"). Any Creditor who fails to respond to Tax Information Request within ninety (90) days from the date posted on the Tax Information Request, shall forfeit all Distributions such Creditor may otherwise be entitled to under this Plan and such forfeited funds will revert to the applicable Debtor's Estate, be treated as Remaining Cash of the applicable Estate and be disbursed in accordance with the Plan.

J. Unclaimed Distributions

Unclaimed Distributions (including Distributions made by checks that fail to be cashed or otherwise negotiated within ninety (90) days after the Distribution Date or which Distributions are returned to the Plan Administrator as undeliverable to the addresses specified in the Claims Register, as it shall exist on the date such Distributions are made), shall be canceled (by a stop payment order or otherwise). The Claim(s) relating to such Distribution(s) shall be deemed forfeited and expunged without any further action or order of the Bankruptcy Court and the Holder of such Claim(s) shall be removed from the Distribution schedules, expunged from the Claims Register and shall receive no further Distributions under the Plan. Any such Unclaimed Distributions shall revert to the applicable Debtor, be treated as Remaining Cash of the applicable Debtor's Estate, and, as soon as is practicable, be redistributed pursuant to the provisions of the Plan.

K. Disallowance of Claims without Further Order of the Court

As of the Confirmation Date, any Scheduled Claim designated as disputed, contingent or unliquidated in amount, and for which a proof of Claim has not been filed by the Creditor, shall be deemed disallowed and expunged. All Scheduled Claims that correspond to a proof of Claim filed by a particular Creditor shall be deemed to have been superseded by such later filed proof of Claim and the Scheduled Claims, regardless of priority, and shall be expunged from the Claims Register; provided however, that such proofs of Claim shall be subject to objection in accordance with section 7.3 of the Plan.

VI. IMPLEMENTATION OF THE PLAN AND PLAN ADMINISTRATOR

A. Implementation of the Plan

The Plan will be implemented by the Plan Administrator in a manner consistent with the terms and conditions set forth in the Plan and the Confirmation Order.

B. Separate Plans

Although the Plan is presented as a joint plan of liquidation, this Plan does not provide for the substantive consolidation of the Debtors' Estates. Except as specifically set forth herein, nothing in this Plan shall constitute or be deemed to constitute an admission that one or both of the Debtors is subject to or liable for any Claims against the other Debtor. A Claim against both Debtors will be treated as a separate Claim against each Debtor's Estate for all purposes including, but not limited to, voting and Distribution; provided, however, that no Claim will receive value in excess of 100% of the Allowed amount of such Claim.

C. Plan Funding

The funds utilized to make Cash payments under the Plan have been and/or will be generated from, among other things, collections, the Sale Proceeds, and the proceeds of the liquidation or other disposition of the remaining Assets of the Debtors, including recoveries from retained Causes of Action. Cocoa Services' Assets may only be used to satisfy Claims against Cocoa Services, and Morgan Drive's Assets may only be used to satisfy Claims against Morgan Drive.

D. Establishment of Reserves

(a) *Establishment*. On or before the Effective Date, the Debtors shall establish and fund the Reserves, each of which shall be held separately from other assets held by the Plan Administrator and administered by the Plan Administrator. After the Effective Date, to the extent additional amounts are required to fund the Reserves, such amounts will be funded by the Plan Administrator from the Remaining Cash of the applicable Estate.

(b) *Administrative Reserves*. Each Administrative Reserve shall be funded from the Cash of the applicable Debtor in an amount sufficient to pay (i) Allowed Administrative Expense Claims (including Professional Fee Claims) of each Debtor's Estate (ii) U.S. Trustee Fees and (iii) Post-Effective Date Expenses of each Debtor's Estate. Any amounts remaining in the

Administrative Reserves after payment of all Allowed Administrative Expense Claims (including Professional Fees), U.S. Trustee Fees and Post-Effective Date Expenses shall be used by the Plan Administrator to make distributions in accordance with the Plan. If the Plan Administrator determines that additional funding of the Administrative Reserves is required, from time to time following the Effective Date, such funding shall be made from the Remaining Cash of the applicable Debtor's Estate.

(c) *Disputed Claims Reserves*. Each Disputed Claims Reserve shall be funded from the Cash of the applicable Debtor potentially liable for the Disputed Claim in an amount equal to the amount Holders of Disputed Claims would have otherwise been entitled but for the dispute. As Disputed Claims are resolved, excess Cash in the Disputed Claims Reserves shall be used by the Plan Administrator to make distributions in accordance with the Plan. Notwithstanding any other provision of the Plan to the contrary, subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary, the Plan Administrator may treat any Assets allocable to, or retained on account of, the Disputed Claims Reserves as held by one or more discrete entities for federal, and applicable state, local or other, income tax purposes, and may determine that such entity or entities shall constitute "disputed ownership funds" under, and may make the election permitted by, Treasury Regulation 1.468B-9, or any successor provision thereto. All recipients of Distributions under the Plan shall be bound by, and shall report consistent with, such income tax treatment.

E. Vesting of Assets in the Debtors.

As of the Effective Date, pursuant to section 1141(b) and (c) of the Bankruptcy Code, on the Effective Date, all Assets shall vest in the respective Debtor free and clear of all Claims, Liens, encumbrances, charges, Equity Interests and other rights and interests of Creditors, except as otherwise expressly provided in the Plan or the Confirmation Order, and subject to the terms and conditions of the Plan and Confirmation Order.

F. The Plan Administrator.

1. **Appointment of the Plan Administrator.**

The Confirmation Order shall provide for the appointment of the Plan Administrator. The selection of the Plan Administrator shall be set forth in the Plan Supplement. The Plan Administrator shall be compensated at a rate of $10,000 per month, as set forth in the Plan Administrator Agreement. The Plan Administrator shall be deemed the Estates' exclusive representative in accordance with section 1123 of the Bankruptcy Code and shall have all powers, authority and responsibilities specified in the Plan, including, without limitation, the powers of a trustee under sections 704 and 1106 of the Bankruptcy Code.

2. **Powers and Obligations of the Plan Administrator.**

(a) The Plan Administrator will act for both of the Debtors in the same fiduciary capacity as applicable to a board of directors of a Delaware corporation, subject to the provisions of the Plan and the Plan Administrator Agreement. On the Effective Date, the Plan Administrator shall succeed to all of the rights of the Debtors with respect to the Assets, including prosecuting Causes of Action and reviewing and objecting to Claims, if appropriate, necessary to protect,

conserve, and liquidate all Assets as quickly as reasonably practicable, including, without limitation, control over (including the right to waive) all attorney-client privileges, work-product privileges, accountant-client privileges and any other evidentiary privileges relating to the Assets that, prior to the Effective Date, belonged to the Debtors pursuant to applicable law.

(b) The powers and duties of the Plan Administrator shall include, without limitation or further order of the Bankruptcy Court, the following:

(i) to invest Cash in accordance with section 345 of the Bankruptcy Code, and withdraw and make distributions of Cash to Holders of Allowed Claims and pay taxes and other obligations owed by the Debtors or incurred by the Plan Administrator in connection with the wind-down of the Estates in accordance with the Plan;

(ii) to receive, manage, invest, supervise, and protect the Assets, including paying taxes or other obligations incurred in connection with administering the Assets;

(iii) to engage attorneys, consultants, agents, employees and all professional persons, to assist the Plan Administrator with respect to the Plan Administrator's responsibilities;

(iv) to pay the fees and expenses for the attorneys, consultants, agents, employees and professional persons engaged by the Plan Administrator and to pay all other expenses in connection with administering the Plan and for winding down the affairs of the Debtors in each case in accordance with the Plan;

(v) to execute and deliver all documents, and take all actions, necessary to consummate the Plan and liquidate the Debtors' Assets;

(vi) to dispose of, and deliver title to others of, or otherwise realize the value of, all the remaining Assets;

(vii) to coordinate the collection of outstanding accounts receivable;

(viii) to coordinate the storage and maintenance of the Debtors' books and records;

(ix) to oversee compliance with the Debtors' accounting, finance and reporting obligations;

(x) to prepare monthly operating reports and financial statements and U.S. Trustee quarterly reports until such time as a final decree has been entered;

(xi) to oversee the filing of final tax returns, audits and other dissolution documents, if required;

(xii) to perform any additional corporate actions as necessary to carry out the wind-down, liquidation and ultimate dissolution of the Debtors;

(xiii) except as otherwise provided in the Plan, to object to Claims against the Debtors;

(xiv) except as otherwise provided in the Plan, to compromise and settle Claims against the Debtors;

(xv) except as otherwise provided in the Plan, to act on behalf of the Debtors in all adversary proceedings and contested matters (including, without limitation, any Causes of Action), then pending or that can be commenced in the Bankruptcy Court and in all actions and proceedings pending or commenced elsewhere, and to settle, retain, enforce, or dispute any adversary proceedings or contested matters (including, without limitation, any Causes of Action) and otherwise pursue actions involving Assets of the Debtors that could arise or be asserted at any time under the Bankruptcy Code or otherwise, unless otherwise specifically waived or relinquished in the Plan;

(xvi) to implement and/or enforce all provisions of the Plan; and

(xvii) to use such other powers as may be vested in or assumed by the Plan Administrator pursuant to the Plan or order of the Bankruptcy Court or as may be necessary and proper to carry out the provisions of the Plan.

3. **Plan Administrator Agreement**

On the Effective Date, the Plan Administrator Agreement shall be deemed to be valid, binding, and enforceable in accordance with its terms and provisions. After the Effective Date, the Plan Administrator Agreement may be amended in accordance with its terms without further order of the Bankruptcy Court. The Plan Administrator Agreement shall be substantially in the form contained in the Plan Supplement.

4. **Retention of Professionals**

The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that are necessary to assist the Plan Administrator in the performance of its duties as Plan Administrator or otherwise under this Plan. The reasonable fees and expenses of such professionals and the additional expenses of the Plan Administrator incurred in the performance of its duties as Plan Administrator under this Plan shall be paid by the Plan Administrator from the Administrative Reserves without the need for approval of the Bankruptcy Court.

5. **Retention of Rights and Causes of Action**

Except as provided in the Plan, all present and future rights, claims, or Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors hold on behalf of the Estates or of the Debtors in accordance with any provision of the Bankruptcy Code,

including sections 502, 510, 522(f), 522(h), 542, 543, 544, 545, 547, 548, 549, 550, 551, 553 and 724(a) of the Bankruptcy Code, or any applicable nonbankruptcy law against any Person that have not been released or sold on or prior to the Effective Date are preserved for the Plan Administrator. Except for the TCG Lien Challenge Action, on the Effective Date, pursuant to section 1123(b)(3) of the Bankruptcy Code, the Plan Administrator shall have possession and control of, and shall retain and have the right to enforce, pursue, litigate and compromise any and all present or future rights, claims, or Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses against any Person and with respect to any rights of the Debtors; provided, however, that to the extent the Plan Administrator fails to pursue any Causes of Action, the TCG Trustee shall have the right to seek permission from the Bankruptcy Court to pursue such Causes of Action should the Plan Administrator fail to do so within thirty (30) days of written request by the TCG Trustee. The Plan Administrator has, retains, reserves and shall be entitled to assert and pursue such claims, Causes of Action, rights of setoff, or other legal or equitable defenses, and all legal and equitable rights of the Debtors not expressly released under the Plan after the Effective Date. Any Distribution provided for in the Plan and the allowance of any Claim for the purpose of voting on the Plan is and shall be without prejudice to the rights of the Plan Administrator to pursue and prosecute any such actions. Except as otherwise set forth in the Plan, all Causes of Action of the Debtors shall survive Confirmation of the Plan and the commencement and prosecution of Causes of Action of the Debtors shall not be barred or limited by res judicata or any estoppel, whether judicial, equitable or otherwise.

6. Consultation with TCG Trustee

Notwithstanding anything to the contrary contained in the Plan, the Plan Administrator shall make reasonable efforts to consult with the TCG Trustee prior to asserting or settling any Claims or Causes of Action.

VII. PROVISIONS FOR RESOLVING AND TREATING DISPUTED CLAIMS

A. Estimation

Upon the request of any Holder of a Claim, the Debtors or Plan Administrator, as applicable, the Bankruptcy Court may estimate the amount of Disputed Claims pursuant to section 502(c) of the Bankruptcy Code, in which event the amounts so estimated shall be deemed to be the aggregate amounts of the Disputed Claims pursuant to section 502(c) of the Bankruptcy Code for purposes of Distribution under this Plan and for purposes of the Disputed Claims Reserve accounts.

B. Duties in Connection with Disputed Claims

The Plan Administrator shall (i) fund the Disputed Claims Reserve accounts in accordance with section 6.4(c) of the Plan, (ii) object to, settle, or otherwise resolve Disputed Claims, (iii) make Distributions to Holders of Disputed Claims that subsequently become Allowed Claims in accordance with the Plan, and (iv) distribute any remaining Assets of the Disputed Claims Reserve accounts, in accordance with section 6.4(c) the Plan.

C. Objections to Claims

Unless otherwise ordered by the Bankruptcy Court, on and after the Effective Date, the Plan Administrator shall have the right to make, file, and prosecute objections to and settle, compromise, or otherwise resolve Claims or Disputed Claims, as applicable. For the avoidance of doubt, any party in interest shall have the right to object to Claims, in accordance with 11 U.S.C. § 502(a), including but not limited to the TCG Trustee, which has instituted the TCG Trustee Lien Challenge Action. Subject to further extension by the Bankruptcy Court, any and all objections to Claims shall be filed and served upon the Holder of the Claim to which an objection is made on or before the latest to occur of: (i) the Claims Objection Bar Date, (ii) thirty (30) days after a request for payment or proof of claim is timely filed and properly served upon the Plan Administrator, and (iii) such other date as may be fixed by the Bankruptcy Court either before or after the expiration of such time periods. All Claims shall be subject to section 502(d) of the Bankruptcy Code. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (x) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (y) by first-class mail, postage prepaid, on the signatory of the proof of Claim or other representative identified in the proof of Claim or any attachment thereto at the address of the creditor set forth therein; or (z) by first-class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Chapter 11 Cases. From and after the Effective Date, the Plan Administrator may settle or compromise any Disputed Claim pursuant to the terms of the Plan without further order of the Bankruptcy Court.

D. No Distributions Pending Allowance

Notwithstanding any provision in the Plan to the contrary, no partial payments and no partial Distribution shall be made by the Plan Administrator with respect to any portion of any Claim against the Debtors if such Claim or any portion thereof is a Disputed Claim. In the event and to the extent that a Claim against the Debtors becomes an Allowed Claim after the Effective Date, the Holder of such Allowed Claim shall receive all payments and Distribution to which such Holder is then entitled under the Plan.

E. Distribution when Disputed Claim is Resolved

When a Disputed Claim becomes an Allowed Claim, there shall be distributed to the Holder of such Allowed Claim, in accordance with the provisions of the Plan (but in no event later than the next succeeding Distribution Date), Cash in the amount equal to all Distributions to which such Holder would have been entitled if such Holder's Claim were Allowed on the Effective Date; provided, however (i) in no event shall any Holder of any Disputed Claim be entitled to receive (under this Plan or otherwise) any Cash payment which is greater than the amount reserved, if any, for such Disputed Claim pursuant to this section and (ii) to the extent that a Disputed Claim ultimately becomes an Allowed Claim and is entitled to a Distribution in an amount less than the amount reserved for such Disputed Claim, then on the next succeeding Distribution Date, the Plan Administrator shall return such excess amount from the applicable Disputed Claims Reserve accounts for distribution in accordance with the Plan.

VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Treatment of Executory Contracts

Except for the De Lage Lease, on the Effective Date, all Executory Contracts that have not been assumed or rejected and have not been assumed and assigned during the Chapter 11 Cases shall be deemed rejected by the Debtors pursuant to the provisions of section 365 of the Bankruptcy Code.

B. Assumption and Assignment of De Lage Lease

(a) As part of the Sale Transaction, the Debtors assumed and assigned to Carlyle a number of Executory Contracts pursuant to section 365 of the Bankruptcy Code. The De Lage Lease was inadvertently omitted from the APA's schedule of assumed and assigned Executory Contracts. The Debtors, Carlyle and De Lage Landen have agreed to the assumption and assignment of the De Lage Lease, there are no cure amounts due and owing to De Lage Landen in connection with the assumption and assignment of the De Lage Lease, and the parties have been treating the De Lage Lease as having been assumed and assigned to Carlyle.

(b) Entry of the Confirmation Order by the Clerk of the Bankruptcy Court, but subject to the condition that the Effective Date occur, shall constitute the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption and assignment of the De Lage Lease.

C. Rejection Damages Bar Date

If rejection, pursuant to the Plan, of an Executory Contract, results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the applicable Debtor or its property or the Plan Administrator unless a proof of Claim is filed with the Bankruptcy Court and served upon the Plan Administrator not later than thirty (30) days after the date of service of notice of entry of the Confirmation Order. Any such Claim, to the extent Allowed, shall be classified as a Cocoa Services Class 4 General Unsecured Claim or Morgan Drive Class 1 General Unsecured Claim, as applicable.

IX. CONDITIONS PRECEDENT

A. Conditions to Confirmation

The following conditions must be satisfied, or otherwise waived by the Debtors in accordance with section 9.3 of the Plan, on or before the Confirmation Date:

(a) The Disclosure Statement Order shall have been entered and shall have become a Final Order; and

(b) The entry of the Confirmation Order shall be in form and substance reasonably satisfactory to the Debtors and shall contain provisions that, among other things: (i) authorize the implementation of the Plan in accordance with its terms including, but not limited to, authorizing the appointment of the Plan Administrator; (ii) approve in all respects any

settlements, transactions, and agreements to be effected pursuant to the Plan; (iii) authorize the Plan Administrator to assume the rights and responsibilities fixed in the Plan; (iv) approve the injunctions and exculpations granted and created by the Plan; and (v) find that the Plan complies with all applicable provisions of the Bankruptcy Code, including that the Plan was proposed in good faith and that the Confirmation Order was not procured by fraud.

B. Conditions to Effective Date

The Effective Date shall not occur and no obligations under the Plan shall come into existence, unless each of the following conditions is met or, alternatively, is waived in accordance with section 9.3 of the Plan, on or before the Effective Date:

(a) The Confirmation Order shall have been entered and no stay of its effectiveness of the same shall have been issued within fourteen (14) days following the entry of the Confirmation Order;

(b) The Confirmation Order shall provide for the injunctions and exculpations provided for by the Plan;

(c) The Plan Administrator shall have been appointed;

(d) All actions, documents and agreements necessary to implement the provisions of the Plan, and such actions, documents, and agreements shall have been effected or executed and delivered;

(e) The entry of a Final Order or Final Orders: (i) adjudicating or otherwise resolving the TCG Trustee Lien Challenge Action and, if applicable, (ii) establishing any amounts due and owing to the Secured Lender pursuant to section 506(b) of the Bankruptcy Code either by Cocoa Services settling an order on seven (7) days' notice to the Bankruptcy Court authorizing the payment of such additional sums to the Secured Lender, or, in the event that the Debtors disagree with such amounts, by motion of the Secured Lender; and

(f) The Debtors shall have sufficient Cash on hand to pay all Administrative Expense Claims, Professional Fee Claims and U.S. Trustee Fees.

X. INJUNCTIONS AND EXCULPATION

A. General Injunctions

As set forth in Article X of the Plan, the following provisions shall apply and shall be fully set forth in the Confirmation Order.

1. **Term of Injunctions or Stays**

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Chapter 11 Cases are closed.

2. **General Injunctions**

(a) **Injunctions Against Interference with Consummation or Implementation of Plan. As of and from the Effective Date, all Holders of Claims or Equity Interests are permanently enjoined from commencing or continuing any judicial or administrative proceeding or employing any process against the Debtors, the Estates and the Plan Administrator with the intent or effect of interfering with the consummation and implementation of this Plan and the transfers, payments and Distributions to be made hereunder.**

(b) **Plan Injunction. To the extent permitted by law, except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, all Persons that have held, currently hold or may hold a Claim or Equity Interests against the Debtors, are permanently enjoined from taking any of the following actions against the Debtors, the Plan Administrator or any of their respective successors or assigns, or any of their respective assets or properties, on account of any Claim or Equity Interests against the Debtors: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind with respect to a Claim against the Debtors; (b) enforcing, levying, attaching, collecting or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree or order with respect to a Claim against the Debtors; (c) creating, perfecting or enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind with respect to a Claim against the Debtors; (d) asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any debt, liability or obligation due to the Debtors or their property or Assets with respect to a Claim against the Debtors; and (e) proceeding in any manner in any place whatsoever that does not conform to or comply with or is inconsistent with the provisions of the Plan; provided, however, nothing in this injunction shall limit the rights of a Holder of an Allowed Claim or Allowed Equity Interest against the Debtors to enforce the terms of the Plan.**

(c) **Cause of Action Injunction. Except as otherwise specifically provided for by the Plan, on and after the Effective Date, all Persons other than the Plan Administrator are permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of, or respecting any, Claim, debt, right or Cause of Action that the Plan Administrator retains authority to pursue in accordance with the Plan. Notwithstanding the foregoing, the TCG Trustee shall not be enjoined from, and shall have the authority to, continue prosecution of the TCG Trustee Lien Challenge Action.**

(d) **No Bar to Claims Against Third Parties. Except as otherwise specifically provided for by this Plan, Holders of Claims or Equity Interests against the Debtors are not barred or otherwise enjoined by the Plan from pursuing any recovery against Persons that are not the Debtors.**

3. **No Modification of Res Judicata Effect**

The provisions of Article X of the Plan are not intended, and shall not be construed, to modify the *res judicata* effect of any order entered in the Chapter 11 Cases, including, without limitation, the Sale Order, the Confirmation Order and any order finally determining Professional Fee Claims to any Professional.

4. **Exculpation**

To the extent permitted by section 1125(e) of the Bankruptcy Code, as of the Effective Date, the Debtors, the CRO, the Plan Administrator and any of their respective current or former members, directors, officers, managers, employees, consultants, agents (acting in such capacity), advisors, attorneys or representatives of any professionals employed by any of them shall neither have nor will incur any liability to any Person or entity any action taken or omitted to be taken in connection with or related to the formulation, preparation, dissemination, implementation, confirmation, or consummation of the Plan, the Disclosure Statement, the Sale Order, the APA, the Sale Transaction or any contract, release, or other agreement or document created or entered into, or any other action taken or omitted to be taken in connection with the Plan, the administration of the Plan or property to be distributed pursuant to the Plan and actions taken or omitted to be taken in connection with the Chapter 11 Cases or the operations, monitoring, or administration of the Debtors during the Chapter 11 Cases, except for, as found by Final Order: (i) fraud, gross negligence, willful misconduct, criminal conduct, misuse of confidential information that causes damages, or ultra vires acts, and in all respects such parties shall be entitled to rely upon advice of counsel with respect to their duties and responsibilities under the Plan, and (ii) solely in the case of attorneys, to the extent that such exculpation would violate any applicable professional disciplinary rules, including Rule 1.8(h)(1) of the New York Rules of Professional Conduct and Disciplinary Rule 6-102 of the Code of Professional Conduct.

5. **No Discharge**

Pursuant to section 1141(d)(3) of the Bankruptcy Code, the Confirmation Order will not discharge the Debtors of any debts.

XI. RETENTION OF JURISDICTION BY BANKRUPTCY COURT

From the Confirmation Date until entry of a final decree closing the Debtors' Chapter 11 Cases pursuant to section 350 of the Bankruptcy Code and Bankruptcy Rule 3022, the Bankruptcy Court shall retain such jurisdiction as is legally permissible over the Chapter 11 Cases for the following purposes:

(a) to determine any motion, adversary proceeding, Avoidance Action,

application, contested matter, or other litigated matter pending on or commenced after the Confirmation Date;

(b) to hear and determine applications for the assumption or rejection of Executory Contracts and the allowance, estimation, or payment of Claims resulting therefrom;

(c) to ensure that Distributions to Holders of Allowed Claims are accomplished as provided herein and to adjudicate any and all disputes arising from or relating to Distributions under the Plan;

(d) to hear and determine objections to the allowance of Claims, whether filed, asserted, or made before or after the Effective Date, including, without limitation, to hear and determine objections to the classification of Claims and the allowance or disallowance of Disputed Claims, in whole or in part;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim;

(f) to enter, implement, or enforce such Orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to determine any matter (i) under the APA; (ii) in connection with the Sale Transaction; or (iii) the Sale Order;

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

(i) to hear and determine any motion to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(j) to hear and determine all Professional Fee Claims;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Plan Supplement, the Confirmation Order or any transactions or payments contemplated hereby or thereby, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(l) to take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate the Plan, including any injunction or exculpation provisions set forth herein or the Plan Administrator Agreement or to maintain the integrity of the Plan following consummation;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

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

(o) to enter a final decree closing the Chapter 11 Cases;

(p) to recover all Assets of the Debtors and property of the Estates, wherever located;

(q) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any statute or legal theory;

(r) to hear and determine any matters for which jurisdiction was retained by the Bankruptcy Court pursuant to prior orders; and

(s) to hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code, title 28 of the United States Code, and other applicable law.

XII. PROCEDURES FOR VOTING ON PLAN

As noted above, pursuant to the Bankruptcy Code, a plan groups various claims and equity interests into classes, each consisting of parties having similar legal rights in relation to a debtor. Each class may then be treated as either "impaired" or "unimpaired" under a plan. There are three ways in which a plan may leave a claim or interest "unimpaired." First, a plan may not propose to alter the legal, equitable or contractual rights of the holder of the claim or interest. Second, all defaults (excluding those covered by section 365(b)(2) of the Bankruptcy Code) may be cured and the original terms of the obligation reinstated. Third, a plan may provide for the payment in full of the obligation to the holder of the claim or interest. If a class is unimpaired, then it is conclusively presumed to vote in favor of a plan.

An impaired class that will neither receive or retain any property under a plan is deemed to have rejected such a plan. An impaired class that is proposed to receive any distribution (whether in cash, securities or other property) has the right to vote, as a class, to accept or reject the plan. A class of creditors accepts a plan if at least two thirds (2/3) of the dollar amount of claims for which ballots are timely received and more than one-half (1/2) of the ballots that are timely received from members of such class vote in favor of such plan. Section 1126(e) of the Bankruptcy Code provides that a creditor's vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that the creditor's vote either to accept or reject a plan was not cast in good faith, or in compliance with the Bankruptcy Code. A plan under which any class of claims is impaired may be confirmed by the Bankruptcy Court only if it has been accepted by at least one such class.

Here, each Holder of an Allowed Claim in an Impaired Class that retains or receives property under the Plan shall be entitled to vote to accept or reject the Plan and shall indicate such vote on a duly executed and delivered Ballot as provided in such order as is entered by the Bankruptcy Court establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other order or orders of the Bankruptcy Court.

Holders of Claims in an Impaired Class entitled to vote will receive, together with this Disclosure Statement, a Ballot to be used in voting to accept or reject the Plan. Voting instructions will accompany the Ballot.

Each Creditor should first carefully review this Disclosure Statement and the Plan. The Creditor should then complete the portions of the Ballot indicating the Class or Classes in which the Creditor's Claim falls and the total dollar amount of the Claim. If the Creditor's Claim falls into more than one Class, then the Creditor should list each Class and state the dollar amount of the Claim which belongs in each Class. It is critical that the Class(es) and amounts(s) of the Claim be correctly stated on the Ballot, so that the Creditor's vote can be properly counted.

Next, the Creditor should mark in the space provided on the Ballot whether the Creditor wishes to accept or to reject the Plan. Please be sure to fill in the name of the Creditor for whom the Ballot is being filed. Finally, the Ballot must be signed by the Creditor, or by an officer, partner, or other authorized agent of the Creditor.

Completed and signed ballots should be returned by (i) mail, in the return envelope provided with each, (ii) overnight courier, or (iii) personal delivery to the following address:

Cocoa Services Ballot Processing
c/o Prime Clerk LLC
830 3rd Avenue, 3rd Floor
New York, New York 10022

Alternatively, Holders may cast an E-Ballot and electronically sign and submit such electronic Ballot via the Voting Agent's E-Ballot platform. Instructions for casting an electronic Ballot can be found on the "E-Ballot" section of Voting Agent's website. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any electronic Ballot submitted in this manner and the creditor's electronic signature will be deemed to be an original signature that is legally valid and effective. For the avoidance of doubt, holders may only cast Ballots electronically via the E-Ballot platform. Ballots submitted by electronic mail, facsimile or any other means of electronic submission not specifically authorized by the solicitation procedures shall not be counted.

Completed Ballots should be returned as soon as possible, and in any event so that they are RECEIVED NO LATER THAN ____ __, 2018 AT 4:00 P.M. ANY BALLOTS WHICH ARE RECEIVED BY THE VOTING AGENT AFTER ____ __, 2018 AT 4:00 P.M. SHALL NOT BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN.

XIII. CONFIRMATION OF PLAN

A. The Confirmation Hearing.

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a hearing on confirmation of a plan. Section 1128 of the Bankruptcy Code provides that any party-in-interest may object to confirmation of the Plan.

The Confirmation Hearing will be held by the Honorable James L. Garrity Jr., United States Bankruptcy Judge, on _____ ___, 2018 at __:00 a.m./p.m., in the United States Bankruptcy Court, Southern District Of New York, One Bowling Green, Courtroom 601, New York, New York 10004. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or any subsequent adjourned Confirmation Hearing. Notice of the Confirmation Hearing respecting the Plan has been provided to all known Holders of Claims or their representatives, along with this Disclosure Statement.

At the Confirmation Hearing, the Bankruptcy Court will decide whether the Plan should be confirmed, and will hear and decide any and all objections to the Plan. Any Creditor or other party-in-interest who wishes to object to confirmation of the Plan, or to the classification of Claims and Equity Interests provided in the Plan, must, not later than 4:00 p.m. on ____ __, ____, file an objection with the Bankruptcy Court and serve upon:

(a) Counsel to the Debtors:

KLESTADT WINTERS JURELLER SOUTHARD & STEVENS, LLP
200 West 41st Street, 17th Floor
New York, New York 10018
Telephone: (212) 972-3000
Facsimile: (212) 972-2245
Attn: Tracy L. Klestadt, Esq. and Joseph C. Corneau, Esq.
Email: tklestadt@klestadt.com
jcorneau@klestadt.com

-and-

RIKER DANZIG SCHERER HYLAND & PERRETTI, LLP
Headquarters Plaza
One Speedwell Avenue
Morristown, New Jersey 07962
Telephone: (973) 538-0800
Facsimile: (973) 538-1984
Attn: Joseph L. Schwartz, Esq. and Tara J. Schellhorn, Esq.
Email: jschwartz@riker.com
tschellhorn@riker.com

(b) Office of the U.S. Trustee
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, New York 10014
Attn.: Serene Nakano, Esq.

(c) any party filing a notice of appearance in the Chapter 11 Cases.

Any objections to the Plan which are not filed and served by the above date may not be considered by the Bankruptcy Court. Any person or entity who files an objection to

Confirmation of the Plan or to the classification of Claims and Equity Interests provided in the Plan must also attend the Confirmation Hearing, either in person or through counsel.

If the Plan is confirmed, its provisions will bind the Estates and any and all entities, including all Holders of Claims and Equity Interests, whether or not the Claim or Equity Interest of such Claimant or Equity Interest Holder is Impaired under the Plan and whether or not the Claimant or Equity Interest Holder has, either individually or by a Class, voted to accept the Plan.

B. Overview of Confirmation Requirements

At the Confirmation Hearing, the Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met.

If all impaired classes of claims accept a chapter 11 plan, the bankruptcy court may confirm the plan if the bankruptcy court independently determines that the requirements of section 1129(a) of the Bankruptcy Code have been satisfied. Section 1129(a) sets forth the requirements for confirmation of a plan and, among other things, requires that a plan meet the "best interests of creditors" test and be "feasible." The "best interests of creditors" test generally requires that the value of the consideration to be distributed to the holders of claims or equity interests under a plan may not be less than those parties would receive if the debtor were liquidated pursuant to a hypothetical liquidation occurring under chapter 7 of the Bankruptcy Code. Under the "feasibility" requirement, the bankruptcy court generally must find that there is a reasonable probability that the debtor will be able to meet its obligations under its plan without the need for further financial reorganization. The Debtors believe that the Plan satisfies all applicable requirements of section 1129(a) of the Bankruptcy Code, including, in particular, the best interests of creditors' test and the feasibility requirement.

The bankruptcy court also may confirm a chapter 11 plan even though fewer than all of the classes of impaired claims and equity interests accept such plan. For a chapter 11 plan to be confirmed despite its rejection by a class of impaired claims or equity interests, the plan must be accepted by at least one class of impaired claims (determined without counting the vote of insiders) and the proponent of the plan must show, among other things, that the plan does not "discriminate unfairly" and that the plan is "fair and equitable" with respect to each impaired class of claims or equity interests that has not accepted the plan.

A plan does not "discriminate unfairly" against a rejecting class of claims or equity interests if (i) the relative value of the recovery of such class under the plan does not differ materially from that of any class (or classes) of similarly situated claims or equity interests, and (ii) no senior class of claims or equity interests is to receive more than 100% of the amount of the claims or equity interest in such class.

Under section 1129(b) of the Bankruptcy Code, a plan is "fair and equitable" as to a rejecting class of claims or equity interests if, among other things, the plan provides: (i) with respect to secured claims, that each such holder will receive or retain on account of its claim property that has a value, as of the effective date of the plan, equal to the allowed amount of such claim; and (ii) with respect to unsecured claims and equity interests, that the holder of any claim or equity interest that is junior to the claims or equity interests of such class will not receive or

retain on account of such junior claim or equity interest any property from the estate, unless the senior class receives property having a value equal to the full amount of its allowed claim.

The Plan has been structured so that it will satisfy the foregoing requirements as to any rejecting classes of Claims and Equity Interests.

C. Confirmation of the Plan

1. Elements of Section 1129 of the Bankruptcy Code

At the Confirmation Hearing, the Bankruptcy Court will confirm the Plan only if all of the conditions to confirmation under section 1129 of the Bankruptcy Code are satisfied.

Such conditions include the following:

a. The Plan complies with the applicable provisions of the Bankruptcy Code.

b. The Debtors have complied with the applicable provisions of the Bankruptcy Code.

c. The Plan has been proposed in good faith and not by any means proscribed by law.

d. Any payment made or promised by the Debtors or by a person issuing securities or acquiring property under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable.

e. The Debtors have disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director, officer or voting trustee of the Debtors or a successor to the Debtors under the Plan and the appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and equity holders and with public policy, and the Debtors have disclosed the identity of any insider that will be employed or retained by the Debtors, and the nature of any compensation for such insider.

f. With respect to each Impaired Class of Claims or Equity Interests, each Holder of an Impaired Claim or impaired Equity Interest either has accepted the Plan or will receive or retain under the Plan, on account of the Claims or Equity Interests held by such entity, property of a value, as of the Effective Date, that is not less than the amount that such entity would receive or retain if the Debtors were liquidated on such date under chapter 7 of the Bankruptcy Code.

g. In the event that the Debtors do not seek to confirm the Plan nonconsensually, each Class of Claims or Equity Interests entitled to vote has either accepted the Plan or is not impaired under the Plan.

h. Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that Administrative Expense Claims, Priority Tax Claims and Priority Non-Tax Claims will be paid in full, in Cash, on the Effective Date or as soon thereafter as reasonably practicable.

i. At least one Impaired Class of Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in such class.

j. Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or any other successor to the Debtors under the Plan, unless such liquidation or reorganization is proposed in the Plan.

k. All fees payable under 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the Confirmation Hearing, have been paid or the Plan provides for the payment of all such fees on the Effective Date of the Plan.

The Debtors believe that the Plan will satisfy all the statutory provisions of chapter 11 of the Bankruptcy Code, that it has complied or will have complied with all of the provisions of the Bankruptcy Code, and that the Plan is being proposed and submitted in good faith.

2. **Acceptance of the Plan**

As set forth above, a class of creditors accepts a plan when creditors holding at least two-thirds (2/3) in amount of such class and more than one-half (1/2) in number of the claims in such class who actually cast their ballots vote to accept the plan.

Claims in Cocoa Services Class 1 and Cocoa Services Class 2 are unimpaired by the Plan and therefore conclusively presumed to accept the Plan. Their votes will not be solicited.

Claims in Cocoa Services Classes 3 through 5 and Morgan Drive Classes 1 through 3 are Impaired and the Holders of such Claims are entitled to vote on the Plan.

Equity Interests in Cocoa Services Class 6 and Morgan Drive Class 4 are Impaired and will not receive or retain any property under the Plan, and the Holders of Equity Interests in such Classes are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Their votes will not be solicited.

3. **Best Interest of Creditors Test**

Under the best interest of creditors test, a plan is confirmable if, with respect to each impaired class of claims or equity interests, each holder of an allowed claim or allowed equity interest in such class has either: (a) accepted the plan or (b) receives or retains under the Plan, on account of its claim or equity interest, property of a value, as of the effective date, that is not less than the amount such holder would receive or retain if the debtors were to be liquidated under chapter 7 of the Bankruptcy Code.

To determine what the holders of each class of claims or equity interests would receive if the debtors were to be liquidated under chapter 7 of the Bankruptcy Code, the Bankruptcy Court must determine the dollar amount that would be generated from the liquidation of the Debtors' assets in a chapter 7 liquidation case. The amount that would be available for satisfaction of the allowed claims and equity interests of the Debtors would consist of the proceeds resulting from the disposition of the assets of the debtors augmented by the cash held by the Debtors at the time of the commencement of the chapter 7 case. Such amounts would be reduced by the costs and expenses of the liquidation and by such additional administrative expense claims and other priority claims that might result from the chapter 7 case.

Here, by way of the Sale, the Debtors sold substantially all of their Assets. The Debtors' remaining Assets are comprised of the Causes of Action and Receivables, which have been liquidated or are in the process of being liquidated as of the date of this Disclosure Statement. The Plan contemplates the appointment of a Plan Administrator to continue to pursue the Causes of Action and collection of any outstanding open receivables. The proceeds obtained by the Plan Administrator will then be distributed to Holders of Allowed Claims in accordance with the payment priority hierarchy established under the Bankruptcy Code. The Debtors believe that a conversion of the Bankruptcy Case to chapter 7 would simply duplicate an orderly plan process and that Creditors would be harmed by the delay and expense that would result.

To determine if the Plan, as proposed, is in the best interests of Creditors and Equity Interest Holders, the present value of the Distribution likely to be made to each Class in a liquidating case are compared with the present value of the Distribution to each Impaired Class provided for by the Plan.

In applying the best interest test, it is possible that Claims in a chapter 7 case may not be classified in the same manner as provided for by the Plan. Priorities and order of distribution of estate assets are established by the applicable provisions of chapter 7. Under those provisions, each class of claims is paid in a descending order of priority. No junior classes of claims are paid until all senior classes have received payment in full. In the event that available assets are insufficient to pay all members of such class in full, then each member of the class shares on a pro rata basis.

The Debtors believe that the primary advantages of the Plan over a chapter 7 liquidation is that Creditors will likely receive more under the Plan than they would in a chapter 7 case and receive their Distributions earlier. Costs would increase by the amount of the additional administrative expenses likely to be incurred in such a chapter 7 case, including the costs of time-consuming investigations and potential discovery. The process of other Claims resolution will proceed without the necessity for additional investigation by a chapter 7 trustee and its

separate and new professionals, the Plan offers the opportunity to avoid additional administrative costs and the resulting delay which would result from a chapter 7 liquidation. The Debtors therefore believe that the Plan will result in lower total administrative costs and higher recoveries for Creditors than would the liquidation of the Debtors' assets under chapter 7 of the Bankruptcy Code. A liquidation analysis that demonstrates the lower recovery for creditors in a chapter 7 liquidation is annexed hereto as **Exhibit B**.

Thus, the Debtors believe the Plan satisfies the "best interests of creditors test."

4. **Feasibility**

The Bankruptcy Code requires that confirmation of a plan is not likely to be followed by the liquidation or the need for further financial reorganization of a debtor other than as set forth in such plan. Here, the Plan provides for an orderly liquidation of the Debtors' assets and the Debtors believe that they will be able to fully consummate the Plan.

5. **Cramdown**

In the event that any Impaired Class does not accept the Plan, the Debtors nevertheless may move for Confirmation of the Plan. To obtain such Confirmation, it must be demonstrated to the Bankruptcy Court that the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to such Classes and any other Classes of Claims that vote to reject the Plan.

a. No Unfair Discrimination

A chapter 11 plan "does not discriminate unfairly" if: (i) the legal rights of a nonaccepting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are similar to those of the non-accepting class, and (ii) no class receives payments in excess of that which it is legally entitled to receive for its claims or equity interests. This test does not require that the treatment be the same or equivalent but that such treatment is "fair." Here, similarly situated Creditors of each Debtor's Estate are receiving identical treatment. As a result, the Debtors believe that the proposed treatment of the Classes of Claims is fair and will satisfy this test.

b. Fair and Equitable Test

A chapter 11 plan is "fair and equitable" with respect to a class of unsecured creditors if, at a minimum, it satisfies the "absolute "priority rule" and the "best interests of creditors" test.

To satisfy the absolute priority rule, a plan must provide that the holder of any claim or equity interest that is junior to the claims of the dissenting class will not receive or retain under the plan on account of such junior claim or equity interest any property unless the claims of the dissenting class are paid in full. The Debtors believe that the Plan satisfies the absolute priority rule because all non-accepting Impaired Classes will receive Distribution(s) sufficient to permit full satisfaction of such Claims before junior Classes receive or retain any property on account of such junior Claims.

As set forth above, the Debtors believe the Plan satisfies the "best interest of creditors" test.

D. Effect of Confirmation

Under section 1141 of the Bankruptcy Code, the provisions of a confirmed plan bind the debtor, any entity issuing securities under the plan, any entity acquiring property under the plan, and any creditor or equity security holder, whether or not the claim or interest of such creditor or equity security holder is impaired under the plan and whether or not such creditor or equity security holder voted to accept the plan. Further, after confirmation of a plan, the property dealt with by the plan is free and clear of all claims and interests of creditors and equity security holders, except as otherwise provided in the plan or the confirmation order.

XIV. CERTAIN TAX CONSEQUENCES OF THE PLAN

A. General

THE DESCRIPTION OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN PROVIDED BELOW IS LIMITED TO THE SPECIFIC FEDERAL INCOME TAX MATTERS DESCRIBED HEREIN. IT IS POSSIBLE THAT ADDITIONAL ISSUES MAY EXIST THAT COULD AFFECT THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN OR OTHER FEDERAL INCOME TAX MATTERS DISCUSSED HEREIN AND THIS DISCUSSION DOES NOT CONSIDER OR PROVIDE ANY CONCLUSIONS WITH RESPECT TO ANY SUCH ADDITIONAL ISSUES. EACH TAXPAYER IS STRONGLY URGED TO SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM SUCH TAXPAYER'S INDEPENDENT TAX ADVISOR.

THE DESCRIPTION OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN PROVIDED BELOW IS SOLELY FOR THE PURPOSE OF COMPLIANCE WITH SECTION 1125(a) OF THE BANKRUPTCY CODE. THE DESCRIPTION IS BASED ON THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "INTERNAL REVENUE CODE") TREASURY REGULATIONS, JUDICIAL DECISIONS AND ADMINISTRATIVE DETERMINATIONS, ALL AS IN EFFECT ON THE DATE OF THIS DISCLOSURE STATEMENT. CHANGES IN ANY OF THESE AUTHORITIES OR IN THEIR INTERPRETATION MAY HAVE RETROACTIVE EFFECT, WHICH MAY CAUSE THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN TO DIFFER MATERIALLY FROM THE CONSEQUENCES DESCRIBED BELOW. NO RULING HAS BEEN REQUESTED FROM THE INTERNAL REVENUE SERVICE (THE "IRS") AND NO LEGAL OPINION HAS BEEN REQUESTED FROM COUNSEL CONCERNING ANY TAX CONSEQUENCE OF THE PLAN, AND NO TAX OPINION OR ADVICE IS GIVEN BY THIS DISCLOSURE STATEMENT.

This description does not cover all aspects of federal income taxation that may be relevant to the Debtors or Holders of Claims or Equity Interests. For example, the description does not address issues of special concern to certain types of taxpayers, such as dealers in securities, life insurance companies, financial institutions, tax exempt organizations and foreign

taxpayers, nor is it intended to address all of the possible federal income tax consequences to holders of Claims and Equity Interests in the Debtors. This description also does not discuss the possible state tax or non-U.S. tax consequences that might apply to the Debtors or to holders of Claims or Equity Interests.

B. Tax Consequences to the Debtors

To the best of their knowledge and upon information and belief, the Debtors do not believe that they owe any income taxes, and other than a Claim in the amount of $6,000 asserted by the State of New Jersey Division of Taxation Bankruptcy Section for, among other things, sales and use taxes due by Cocoa Services [Cocoa Services Claim No. 40], there are no past due taxes owed by the Debtors to any state or federal taxing authority. the Debtors do not anticipate any material federal or state tax consequences associated with implementing the Plan.

C. Tax Consequences of Payment of Allowed Claims Pursuant to Plan Generally

The federal income tax consequences of the implementation of the Plan to the Holders of Allowed Claims will depend, among other things, on the consideration to be received by the Holder, whether the Holder reports income on the accrual or cash method, whether the Holder's Claim is Allowed or Disputed on the Effective Date, and whether the Holder has taken a bad debt deduction or a worthless security deduction with respect to its Claim. All Holders of Claims are urged to consult with their tax advisors concerning the tax consequences applicable under the Plan. Nothing contained herein shall be relied upon as tax advice.

1. Recognition of Gain or Loss

In general, a Holder of an Allowed Claim should recognize gain or loss equal to the amount realized under the Plan in respect of its Claim less the Holder's tax basis in the Claim. Any gain or loss recognized in the exchange may be long-term or short-term capital gain or loss or ordinary income or loss, depending upon the nature of the Allowed Claim and the Holder, the length of time the Holder held the Claim and whether the Claim was acquired at a market discount or premium. If the Holder realizes a capital loss, the Holder's deduction of the loss may be subject to limitation. The Holder's tax basis for any property received under the Plan generally will equal the amount realized.

2. Bad Debt Deduction

A Holder who receives in respect of an Allowed Claim an amount less than the Holder's tax basis in the Claim may be entitled in the year of receipt (or in an earlier or later year) to a bad debt deduction in some amount under section 166 of the Internal Revenue Code. The rules governing the availability, character, timing and amount of bad debt deductions place considerable emphasis on the facts and circumstances of the Holder, the obligor and the instrument with respect to which a deduction is claimed. Holders of Allowed Claims, therefore, are urged to consult their tax advisors with respect to their ability to take such a deduction.

3. **Receipt of Interest**

The Plan does not address the allocation of the aggregate consideration to be distributed to Holders between principal and interest and the Debtors cannot make any representations as to how the IRS will address the allocation of consideration under the Plan. In general, to the extent that any amount of consideration received by a Holder is treated as received in satisfaction of unpaid interest that accrued during such Holder's holding period, such amount will be taxable to the Holder as interest income (if not previously included in the Holder's gross income and not otherwise exempt from U.S. federal income tax). Conversely, a Holder may be allowed a bad debt deduction to the extent any accrued interest was previously included in its gross income but subsequently not paid in full. However, the IRS may take the position that any such loss must be characterized based on the character of the underlying obligation, such that the loss will be a capital loss if the underlying obligation is a capital asset. Again, Holders of Allowed Claims should address all potential tax implications with their own tax advisors.

4. **Status of Debtors as Disregarded Entities**

The Debtors are entities disregarded as separate from their owner, TCG, for federal income tax purposes. Accordingly, and notwithstanding anything to the contrary herein, any Distribution by the Debtors to TCG should be disregarded for federal income tax purposes. TCG may be subject to other federal income tax consequences, however, as a result of other transactions contemplated by this Plan, and should consider those tax consequences with its own tax advisors.

A. Withholding and Reporting

The Debtors and, after the Effective Date, the Plan Administrator will withhold all amounts required by law to be withheld from payments to Holders of Allowed Claims. For example, under U.S. federal income tax law, interest, dividends and other reportable payments may, under certain circumstances, be subject to backup withholding at the then applicable rate (currently 28%). Backup withholding generally applies only if the Holder: (i) fails to furnish its employer identification number, social security number or other taxpayer identification number (collectively, its "TIN"); (ii) furnishes an incorrect TIN; (iii) fails properly to report interest or dividends; or (iv) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in overpayment of tax. Certain persons, including corporations and financial institutions, are exempt from backup withholding, for certain types of payments.

Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including certain transactions that result in the taxpayer claiming a loss in excess of specified thresholds. The types of transactions that require disclosure are very broad; however, there are numerous exceptions which may be applicable to a holder.

B. Disclaimer

The foregoing summary has been provided for informational purposes only. Again, all Holders of Claims are urged to consult their tax advisors concerning the U.S. federal, state, local and foreign tax consequences applicable under the Plan.

THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING DISCUSSION OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED INCLUDING THE APPLICABILITY AND EFFECT OF ANY FEDERAL STATE, LOCAL OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

XV. PLAN RELATED RISK FACTORS AND ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

ALL HOLDERS OF IMPAIRED CLASSES SHOULD READ AND CAREFULLY CONSIDER THE FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT (AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH AND/OR INCORPORATED BY REFERENCE HEREIN), PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN.

A. Certain Bankruptcy-Related Considerations

1. Parties in Interest May Object to the Debtors' Classification of Claims and Equity Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a class or an interest in a particular class only if such claim or interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims under the Plan complies with the requirements set forth in the Bankruptcy Code. However, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

2. Risk of Non-Confirmation of the Plan

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

3. Nonconsensual Confirmation

As set forth above, in the event any impaired class of claims does not accept a plan of liquidation, a bankruptcy court may nevertheless confirm such plan of liquidation at the proponent's request if at least one impaired class has accepted the plan of liquidation (with such acceptance being determined without including the acceptance of any "insider" in such class) and, as to each impaired class which has not accepted the plan of liquidation, the bankruptcy court determines that the plan of liquidation "does not discriminate unfairly" and is "fair and equitable" with respect to non-accepting impaired classes.

In the event that any Impaired Class of Claims fails to accept the Plan in accordance with section 1129(a)(8) of the Bankruptcy Code, the Debtors reserve the right to request nonconsensual Confirmation of the Plan in accordance with § 1129(b) of the Bankruptcy Code.

4. Risks that Conditions to Effectiveness Will Not Be Satisfied

Article X of the Plan contains certain conditions precedent to the effectiveness of the Plan. There can be no assurances that the conditions contained in Article X of the Plan will be satisfied.

5. Actual Plan Distributions May Be Less Than Estimated for Purposes of the Disclosure Statement

The Debtors project that the Claims and Equity Interests asserted against the Debtors will be resolved in and reduced to an amount that approximates the estimates set forth herein. However, there can be no assurances that these estimates will prove accurate. In the event that the allowed amounts of such Claims are materially higher than the projected estimates, actual distributions to Holders of Allowed Claims could be materially less than estimated herein.

6. Claims Objections/Reconciliation Process

The Debtors and the Plan Administrator, as applicable, reserve the right to object to the amount of any Claim or Equity Interests. The estimates set forth herein cannot be relied on by any Holder of a Claim whose Claim is subject to an objection. Any such Holder of a Claim many not receive its specified share of the estimated distributions described in the Disclosure Statement.

B. Alternatives to the Plan and Consequences of Rejection

Among the possible consequences if the Plan is rejected or if the Bankruptcy Court refuses to confirm the Plan are the following: (i) an alternative plan could be proposed or confirmed; or (ii) the Chapter 11 Cases could be converted to liquidation cases under chapter 7 of the Bankruptcy Code.

1. Alternative Plans

With respect to an alternative plan, the Debtors and their professional advisors have explored various alternative scenarios and believe that the Plan enables the Holders of Claims to

realize the maximum recovery under the circumstances. The Debtors believe the Plan is the best plan that can be proposed and serves the best interests of the Debtors and other parties-in-interest.

2. **Chapter 7 Liquidation**

As discussed above, with respect to each Class of Impaired Claims, either each Holder of a Claim or Equity Interest of such Class has accepted the Plan, or will receive under the Plan on account of such Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on such date under chapter 7 of the Bankruptcy Code. The Debtors believe that significant costs would be incurred by the Debtors as a result of the delay that would be caused by conversion of the Chapter 11 Cases to cases under chapter 7, resulting in a reduced distribution to Holders of Cocoa Services Classes 3 through 5 and Morgan Drive Classes 1 through 3.

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Dated: New York, New York
January 12, 2018

COCOA SERVICES, L.L.C. and MORGAN DRIVE ASSOCIATES, L.L.C.

By: */s/ Bernd Herrmann*
Bernd Herrmann
Authorized Officer

Approved as to Form:

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Attorneys for the Debtors and Debtors-in-Possession

Exhibit A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
COCOA SERVICES, L.L.C., et al.,[1]	:	Case No. 17-11936 (JLG)
Debtors.	:	Jointly Administered

JOINT PLAN OF LIQUIDATION OF COCOA SERVICES, L.L.C. AND MORGAN DRIVE ASSOCIATES, L.L.C. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

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Attorneys for the Debtors and Debtors-in-Possession

Dated: New York, New York
January 12, 2018

[1] The Debtors in these Chapter 11 Cases and the last four digits of their respective taxpayer identification number are as follows: Cocoa Services, L.L.C. (3769); Morgan Drive Associates, L.L.C (2335).

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INTRODUCTION

Cocoa Services, L.L.C. ("Cocoa Services") and Morgan Drive Associates, L.L.C. ("Morgan Drive"), the debtors and debtors-in-possession (each a "Debtor" and, collectively, the "Debtors"), propose this joint chapter 11 plan of liquidation (the "Plan") pursuant to section 1121 of the Bankruptcy Code. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding claims against and interests in each Debtor pursuant to the Bankruptcy Code. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The Plan does not contemplate substantive consolidation of the Debtors. Reference is made to the Disclosure Statement (defined below) for a discussion of the Debtors' history, business, properties and operations, risk factors, a summary and analysis of this Plan and certain related matters.

ARTICLE I - DEFINITIONS AND RULES OF INTERPRETATION

A. Definitions.

The following terms, when used in this Plan, or any subsequent amendments or modifications thereof, shall have the respective meanings hereinafter set forth.

1.1 "Administrative Expense Claims Bar Date" shall have the meaning set forth in section 2.2 of the Plan.

1.2 "Administrative Expense Claim" means a Claim for costs and expenses of administration allowed under sections 503(b) and 507(a)(1) of the Bankruptcy Code including, without limitation, (a) any actual, necessary costs and expenses of preserving the Estates during the Chapter 11 Cases, (b) any indebtedness or obligations incurred or assumed by the Debtors during the Chapter 11 Cases, (c) any Professional Fee Claims, whether fixed before or after the Effective Date, (d) any fees due to the Clerk of the Bankruptcy Court, (e) any U.S. Trustee Fees, and (f) any Allowed Claims that are entitled to be treated as Administrative Expenses Claims pursuant to a Final Order of the Bankruptcy Court.

1.3 "Administrative Reserves" means the segregated accounts established by both of the Debtors and administered thereafter by the Plan Administrator consistent with section 6.4 of the Plan. The Administrative Reserve for the Estate of Cocoa Services shall be referred to as the "Cocoa Services Administrative Reserve," and the Administrative Reserve for the Estate of Morgan Drive shall be referred to as the "Morgan Drive Administrative Reserve."

1.4 "Allowed Administrative Expense Claim" means an Administrative Expense Claim, to the extent it is or has become an Allowed Claim.

1.5 "Allowed" means with respect to a Claim or Equity Interest, a Claim or Equity Interest against either of the Debtors (i) proof of which was originally filed within the applicable period of limitation fixed by the Bankruptcy Court in accordance with Rule 3003(c)(3) of the Bankruptcy Rules, or (ii) if no proof of Claim or Equity Interest

has been timely filed, which has been or hereafter is listed by the Debtors in the Schedules as liquidated in an amount and not disputed or contingent, as to which no objection to the allowance thereof has been interposed within the applicable period of limitation fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules, a Final Order, or the Claims Objection Bar Date, or as to which an objection has been interposed and such Claim or Equity Interest has been allowed in whole or in part by a Final Order or (iii) a Claim or Equity Interest that is allowed by final order of the Bankruptcy Court. For purposes hereof, an "Allowed Claim" shall include any Claim arising from the recovery of property under sections 550 or 553 of the Bankruptcy Code and allowed in accordance with section 502(h) of the Bankruptcy Code, any Claim allowed under or pursuant to the terms of this Plan, or any Claim that has been allowed by a Final Order, provided, however, that (i) Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed Claims" hereunder unless otherwise specified herein or by order of the Bankruptcy Court, (ii) "Allowed Claim" shall not include interest, penalties, or late charges arising from or relating to the period from and after the Petition Date unless specifically provided for in the Plan; (iii) "Allowed Claim" shall not include any Claim subject to disallowance in accordance with section 502(d) of the Bankruptcy Code and (iv) an "Allowed Claim" shall be net of any amounts previously paid, as well as any valid setoff or recoupment amount based on a valid setoff or recoupment right.

1.6 "APA" means that certain asset purchase agreement between the Debtors and Carlyle Cocoa Company, LLC and approved by the Sale Order.

1.7 "Assets" means (a) all remaining assets and properties of every kind, nature, character and description, whether real, personal, or mixed, whether tangible or intangible (including contract rights), wherever situated and by whomever possessed, including the goodwill related thereto, operated, owned, or leased by the Debtors that constitute property of the Estates within the meaning of section 541 of the Bankruptcy Code, including, without limitation, any and all Claims, Causes of Action, or rights of the Debtors under federal, state, or foreign law, letters of credit issued for or on behalf of either Debtor and the monies deposited to secure the performance of any contract or lease by either Debtor; and (b) the proceeds, products, rents, and/or profits of any of the foregoing. The Assets of Cocoa Services shall be referred to as the "Cocoa Services' Assets" and the Assets of Morgan Drive shall be referred to as the "Morgan Drive's Assets."

1.8 "Avoidance Action" means any Causes of Action to avoid or recover a transfer of property of the Estates or an interest of the Debtors in property, including, without limitation, actions arising under sections 506, 510, 541, 542, 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code and any other applicable federal, state or common law.

1.9 "Ballot" means the form distributed to the Holder of an Impaired Claim on which it is to be indicated whether such Holder accepts or rejects the Plan.

1.10 "Bankruptcy Code" means title 11 of the United States Code, as amended, in effect and applicable to the Chapter 11 Cases.

1.11 "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York, wherein the Chapter 11 Cases are pending.

1.12 "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as promulgated by the Supreme Court of the United States, as amended, and any Local Rules of the Bankruptcy Court, as amended, in effect and applicable to the Debtors' Chapter 11 Cases.

1.13 "Bar Date" means November 2, 2017 (for all creditors other than governmental units) or January 10, 2018 (for governmental units), the dates established by the Bankruptcy Court as the deadline to file proofs of Claim, unless the Bankruptcy Court has set a different date by which a specific Creditor must file a proof of Claim, in which case it means, for such specific Creditor, such different date set by the Bankruptcy Court.

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

1.15 "Cash" means legal tender of the United States of America.

1.16 "Causes of Action" means, whether or not described in the Disclosure Statement, the Schedules, the Plan or any Plan Supplement, any and all Claims, rights, defenses, offsets, recoupments, actions in law or equity or otherwise, choses in action, suits, damages, rights to legal or equitable remedies, judgments, third-party claims, counterclaims and cross-claims against any Person, whether arising under the Bankruptcy Code or federal, state, common, or other law, regardless of whether such Cause of Action is the subject of pending litigation or proceedings on the Confirmation Date, the Effective Date or thereafter, including, without limitation, as to Causes of Action of the Debtors: (a) all Avoidance Actions; (b) all other Claims in avoidance, recovery, and/or subordination; and (c) all other actions described in the Disclosure Statement, the Schedules, the Plan or any Plan Supplement.

1.17 "Chapter 11 Cases" means the Debtors' jointly administered chapter 11 cases pending before the Bankruptcy Court under case number 17-11936 (JLG). While jointly administered, Cocoa Services and Morgan Drive maintain separate Estates.

1.18 "Claim" means, as defined in section 101(5) of the Bankruptcy Code: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

1.19 "Claims Objection Bar Date" means, unless otherwise extended by order of the Bankruptcy Court, the first Business Day that is sixty (60) days after the Effective Date.

1.20 "Claims Register" means the register of claims maintained by Prime Clerk, LLC, the Debtors' claims and noticing agent.

1.21 "Class" means a category of Claims or Equity Interests described in Article III of the Plan.

1.22 "Confirmation Date" means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

1.23 "Confirmation Hearing" means the hearing held pursuant to section 1128 of the Bankruptcy Code, as the same may be continued or adjourned, to consider confirmation of the Plan.

1.24 "Confirmation Order" means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, as the Plan may be amended by its terms and consistent with applicable law, and any findings of fact and conclusions of law contained in the Confirmation Order or a separate document entered substantially contemporaneously therewith.

1.25 "Creditor" means any Person holding a Claim against either Debtor or, pursuant to section 102(2) of the Bankruptcy Code, against property of any Debtor, that arose or is deemed to have arisen on or prior to the Petition Date, including, without limitation, a Claim against any Debtor of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code.

1.26 "CRO" means Robert J. Frezza or Myron R. Lottman, as applicable, the chief restructuring officer of the Debtors.

1.27 "CRO Retention Order" means the order entered by the Bankruptcy Court dated October 4, 2017 granting the Debtors' motion for entry of an order pursuant to sections 105(a) and 363(b) of the Bankruptcy Code Authorizing the Debtors to (A) Retain Deloitte Transactions and Business Analytics LLP to Provide Robert J. Frezza as Chief Restructuring Officer and Related Services, and (B) Appoint the Chief Restructuring Officer Nunc Pro Tunc to the Petition Date [Docket No. 115].

1.28 "De Lage Landen" means De Lage Landen Financial Services, Inc.

1.29 "De Lage Lease" means lease number 100-10125393 between Cocoa Services and De Lage Landen commencing November 10, 2016.

1.30 "Deloitte" means Deloitte Transactions and Business Analytics LLP.

1.31 "Disallowed" means, when referring to a Claim or Equity Interest, a Claim (including a Scheduled Claim) or Equity Interest, or any portion of a Claim or Equity

Interest that: (i) has been disallowed or expunged by a Final Order; (ii) has been withdrawn, in whole or in part, by the Holder thereof or by agreement with the Debtors or the Plan Administrator, as applicable; or (iii) is not listed in the Schedules, or is scheduled at zero or as contingent, disputed or unliquidated and as to which no proof of Claim has been filed by the Bar Date or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order.

1.32 "Disclosure Statement" means the disclosure statement for the Plan and all exhibits annexed thereto or otherwise filed in connection therewith, approved by the Bankruptcy Court in accordance with section 1125 of the Bankruptcy Code.

1.33 "Disclosure Statement Order" means the Final Order of the Bankruptcy Court approving the Disclosure Statement in accordance with section 1125 of the Bankruptcy Code.

1.34 "Disputed" means, with respect to a Claim against or Equity Interest in either Debtor to the extent the allowance of such Claim or Equity Interest is the subject of a timely objection, complaint or request for estimation in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Confirmation Order, or is otherwise disputed in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn with prejudice, or determined by a Final Order.

1.35 "Disputed Claims Reserves" means the segregated accounts established by both of the Debtors and administered therefore by the Plan Administrator consistent with section 6.4 of the Plan. The Disputed Claims Reserve for the Estate of Cocoa Services shall be referred to as the "Cocoa Services Disputed Claims Reserve," and the Disputed Claims Reserve for the Estate of Morgan Drive shall be referred to as the "Morgan Drive Disputed Claims Reserve."

1.36 "Distribution" means any distribution made pursuant to the terms of this Plan.

1.37 "Distribution Date" means any date on which a Distribution is made to Holders of Allowed Claims under this Plan. The first Distribution shall occur as soon as practicable on or after the Effective Date. To the extent subsequent Distributions are necessary, such subsequent Distributions shall occur as soon after the first Distribution Date as the Plan Administrator shall reasonably determine is appropriate in light of: (i) the amount of funds on hand; (ii) the amount and nature of Disputed Claims; (iii) the activities to be accomplished, including their anticipated duration and costs; (iv) the length of time since any prior Distribution; and (v) the costs of effecting an interim Distribution.

1.38 "Effective Date" means the first Business Day after the entry of the Confirmation Order that (i) the conditions to effectiveness of the Plan set forth in section 9.2 of the Plan have been satisfied or otherwise waived, and (ii) the effectiveness of the Confirmation Order has not been stayed.

1.39 "Equity Interests" means any equity interest or proxy related thereto, direct or indirect, in either of the Debtors, and represented by duly authorized, validly issued and outstanding membership interests or any other instrument evidencing a present ownership interest, direct or indirect, inchoate or otherwise, in either of the Debtors, or right to convert into such an equity interest or acquire any equity interest of the Debtors, whether or not transferable, or an option, warrant, or right, contractual or otherwise, to acquire any such interest, which was in existence prior to the Petition Date.

1.40 "Estates" means the jointly administered chapter 11 estates of the Debtors created pursuant to section 541 of the Bankruptcy Code upon the Petition Date, and "Estate" means the chapter 11 estate of Cocoa Services or Morgan Drive, as the context dictates.

1.41 "Executory Contract" means any executory contract or unexpired lease subject to section 365 of the Bankruptcy Code between either Debtor and any other Person.

1.42 "Final Order" means an order or judgment of the Bankruptcy Court as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for reargument or rehearing shall then be pending; provided, however, if an appeal, or writ of certiorari, reargument or rehearing thereof has been filed or sought, such order shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied or reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, further, that the possibility that a motion under section 502(j) of the Bankruptcy Code, Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be but has not then been filed with respect to such order, shall not cause such order not to be a Final Order.

1.43 "General Unsecured Claim" means any Unsecured Claim against either Debtor that is not an Administrative Expense Claim (including a Professional Fee Claim), a Priority Tax Claim, a Priority Non-Tax Claim, a Lyons Unsecured Claim, a Related Party Claim or an Inter-Debtor Claim.

1.44 "Holder" means any Person holding a Claim.

1.45 "Impaired" means, when used in reference to a Claim or Equity Interest or a class thereof, a Claim or Equity Interest or class thereof that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.46 "Inter-Debtor Claims" means all prepetition Claims against one Debtor held by the other Debtor.

1.47 "Interim Compensation Order" means the order entered by the Bankruptcy Court on October 4, 2017, granting the Debtors' motion for entry of an order pursuant to sections 105(a) and 331 of the Bankruptcy Code, Bankruptcy Rule 2016 and Local

Bankruptcy Rule 2016-1 Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals [Docket No. 116].

1.48 "Lien" means any charge against, security interest in, encumbrance upon, or other interest in property to secure payment of a debt or performance of an obligation.

1.49 "Liquidation Analysis" means the liquidation analysis attached as Exhibit B to the Disclosure Statement.

1.50 "Lyons Unsecured Claim" means the Unsecured Claim of Lyons Cocoa, LLC.

1.51 "Person" means any individual, corporation, partnership, association, joint venture, limited liability company, limited liability partnership, estate, trust, receiver, trustee, unincorporated organization or governmental unit or subdivision thereof or other entity.

1.52 "Petition Date" means July 14, 2017, the date on which the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

1.53 "Plan" means this Plan and any exhibits annexed hereto or otherwise filed in connection with the Plan, the Plan Supplement, and any documents delivered in connection herewith, as the same may be amended or modified from time to time by any duly authorized and permitted amendment or modification.

1.54 "Plan Administrator" means such Person designated by the Debtors and approved by the Bankruptcy Court pursuant to the Confirmation Order, or, after the Effective Date, such other Person designated pursuant to section 6.9 hereof, to administer the Plan.

1.55 "Plan Administrator Agreement" means an agreement, to be entered into as of the Effective Date, by the Debtors and the Plan Administrator, which sets forth, among other things, the duties and compensation of the Plan Administrator.

1.56 "Plan Supplement" means the supplement to the Plan that includes documents and instruments required to implement the Plan, including Plan Administrator Agreement, which shall be filed with the Bankruptcy Court no later than fourteen (14) days prior to the Voting Deadline (as defined in the Disclosure Statement Order). The Debtors shall have the right to amend all of the documents contained in, and exhibits to, the Plan Supplement through the Effective Date.

1.57 "Post-Effective Date Expenses" means any costs and expenses of the Debtors, the Plan Administrator, their counsel and other professionals including, without limitation, to fund any necessary or appropriate litigation against third parties after the Effective Date.

1.58 "Priority Non-Tax Claim" means a Claim, other than an Administrative Expense Claim or a Priority Tax Claim, which is entitled to priority in payment under sections 507(a)(1), (2), (3), (4), (5), (6), (7), (9) or (10) of the Bankruptcy Code.

1.59 "Priority Tax Claim" means a Claim or a portion of a Claim of a governmental unit against the Debtor which is entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.60 "Professional Fees" means any unpaid fees and expenses of Professionals, as such fees and expenses are allowed by the Bankruptcy Court.

1.61 "Professional Fee Claim" means any Claim of a Professional retained in the Chapter 11 Cases for compensation or reimbursement of costs and expenses relating to services incurred prior to and including the Effective Date, when and to the extent any such Claim is allowed by the Bankruptcy Court pursuant to sections 330, 331, or 503(b) of the Bankruptcy Code including, solely for purposes of section 2.3 of the Plan, any Claim of the CRO and Deloitte in connection with their retention pursuant to the CRO Retention Order.

1.62 "Professional Fee Bar Date" means 4:00 p.m. (prevailing Eastern time) on or before the first Business Day after the thirtieth (30th) day after the Effective Date, or such later date as may be set forth by the Court.

1.63 "Professionals" means those professional persons, including lawyers, financial advisors, and accountants retained by the Debtors during the Chapter 11 Cases, including, solely for purposes of section 2.3 of the Plan, the CRO and Deloitte.

1.64 "Pro Rata" means, in connection with a particular Allowed Claim or Allowed Interest and in connection with any Distribution, the ratio between the amount of such Allowed Claim or Allowed Interest and the aggregate amount of all Allowed Claims or Allowed Interests in such Class or Classes entitled to such Distribution.

1.65 "Record Date" shall have the meaning set forth in section 5.4 of the Plan.

1.66 "Related Party Claims" means all prepetition Claims against any Debtor held by a related entity, including, but not limited to, an "insider" as that term is defined at section 101(31) of the Bankruptcy Code, except for any Inter-Debtor Claims.

1.67 "Remaining Cash" means the Remaining Cocoa Services Cash and the Remaining Morgan Drive Cash.

1.68 "Remaining Cocoa Services Cash" means, as of any given Distribution Date, all of Cocoa Services' Cash less the remaining balances in the Cocoa Services Administrative Reserve and Cocoa Services Disputed Claims Reserve.

1.69 "Remaining Morgan Drive Cash" means, as of any given Distribution Date, all of Morgan Drive's Cash less the remaining balances in the Morgan Drive Administrative Reserve and the Morgan Drive Disputed Claims Reserve.

1.70 "Reserves" means, together, the Administrative Reserves and the Disputed Claims Reserves.

1.71 "Sale Order" means the order of the Bankruptcy Court, dated October 4, 2017, approving the Sale Transaction [Docket No. 117].

1.72 "Sale Proceeds" means the proceeds received by the Debtors from the Sale Transaction.

1.73 "Sale Transaction" means the transaction between the Debtors and Carlyle Cocoa Company, LLC pursuant to which the Debtors sold substantially all of their assets to Carlyle Cocoa Company, LLC, free and clear of all Liens, Claims, interests and encumbrances pursuant to section 363 of the Bankruptcy Code, as set forth in the APA and the Sale Order.

1.74 "Scheduled Claim" means a Claim that is listed in either of the Debtor's Schedules.

1.75 "Schedules" means the schedules of assets and liabilities, schedules of executory contracts and unexpired leases, statement of financial affairs, and other schedules and statements filed by each of the Debtors pursuant to Bankruptcy Rule 1007, and any amendments thereto.

1.76 "Secured Claim" means a Claim secured by a "lien," as that term is defined in section 101(37) of the Bankruptcy Code, including, but not limited to, a "judicial lien" as that term is defined at section 101(36) of the Bankruptcy Code, against any property of either Estate, but only to the extent of the "value," as determined by the Bankruptcy Court pursuant to section 506(a) of the Bankruptcy Code and Bankruptcy Rule 3012 or as otherwise agreed to, of such Creditor's interest in either Debtor's interest in such property.

1.77 "Secured Lender" means Bank of the West.

1.78 "Secured Lender's Claim" means the Secured Lender's Secured Claim comprised of the Secured Lender's Prepetition Claim plus such other amounts allowable under section 506(b) of the Bankruptcy Code.

1.79 "Secured Lender's Prepetition Claim" means Cocoa Services' prepetition obligations to the Secured Lender in the amount of $5,308,529.09.

1.80 "Segregated Cocoa Services Sale Proceeds" means the Sale Proceeds of Cocoa Services segregated pursuant to the Sale Order.

1.81 "Tax Information" shall have the meaning set forth in section 5.9(a) of the Plan.

1.82 "Tax Information Request" shall have the meaning set forth in section 5.9(b) of the Plan.

1.83 "TCG" means Transmar Commodity Group, Ltd.

1.84 "TCG Trustee" means Alan Nisselson, trustee for the chapter 7 estate of TCG.

1.85 "TCG Trustee Lien Challenge Action" means the adversary proceeding commenced by the TCG Trustee styled Nisselson v. Bank of the West, Adv. Pro. No. 17-01182.

1.86 "Unclaimed Distribution" means any Distribution after the applicable Distribution Date, unclaimed after ninety (90) days following any Distribution Date. Unclaimed Distributions shall include, without limitation: (i) checks (and the funds represented thereby) which have been returned as undeliverable without a proper forwarding address; (ii) funds representing checks which have not been paid; and (iii) checks (and the funds represented thereby) which were not mailed or delivered because of the absence of a valid address.

1.87 "Unclassified Claims" means Administrative Expense Claims (including Professional Fee Claims), Priority Tax Claims and U.S. Trustee Fees.

1.88 "Unimpaired Claim" mean a Claim that is not Impaired.

1.89 "Unimpaired Class" means a Class that is not Impaired.

1.90 "Unsecured Claim" means any Claim which is not secured by an offset or "lien," as that term is defined in section 101(37) of the Bankruptcy Code, including, but not limited to, a "judicial lien" as that term is defined at section 101(36) of the Bankruptcy Code, against any property of any Estate, but only to the extent of the "value," as determined by the Bankruptcy Court pursuant to section 506(a) of the Bankruptcy Code and Bankruptcy Rule 3012, or as otherwise agreed to, of such Creditor's interest in either Debtor's interest in such property.

1.91 "U.S. Trustee" means any and all representatives and employees of the Office of the United States Trustee for the Southern District of New York.

1.92 "U.S. Trustee Fees" means all fees and charges assessed against the Estates under § 1930 of Title 28 of the United States Code, and interest, if any, for delinquent quarterly fees pursuant to § 3717 of Title 31 of the United States Code.

1.93 "Voting Agent" means Prime Clerk, LLC.

B. Rules of Interpretation.

For purposes of the Plan, the terms used herein shall have the meanings specified in this Article I. A term used herein that is not defined herein, but that is used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction hereof. Headings in the Plan are for convenience of reference only and

shall not limit or otherwise affect the provisions hereof. The words "herein", "hereof", "hereto," "hereunder" and other words of similar import refer to the Plan as a whole and not to any particular section, sub-section or clause contained in the Plan. Any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions. Any reference in the Plan to an existing document or an exhibit filed or to be filed (in connection with the Disclosure Statement or the Plan) means such document or exhibit, as it may have been or may be amended, modified, or supplemented. Any reference to a Person as a Holder of a Claim includes that Person's successors, assigns, and affiliates. Wherever the Plan provides that a payment or Distribution shall occur "on" any date, it shall mean "on or as soon as reasonably practicable after" such date. Further, where appropriate, from a contextual reading of a term, each term includes the singular and plural form of the term regardless of how the term is stated and each stated pronoun is gender neutral.

C. Computation of Time.

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

D. Exhibits, Supplements, Appendices and Schedules.

All exhibits, supplements, appendices and schedules to the Plan, including those filed with the Plan Supplement, are incorporated into and are part of the Plan as if set forth herein. To the extent that any exhibit, schedule or Plan Supplement is inconsistent with the terms of the Plan, the Plan shall control.

ARTICLE II – TREATMENT OF UNCLASSIFIED CLAIMS

2.1 Unclassified Claims.

As provided in section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims and Priority Tax Claims against the Debtors are not classified for the purposes of voting on or receiving Distributions under the Plan. All such Claims, as well as U.S. Trustee Fees, are instead treated separately upon the terms set forth in Article II.

2.2 Administrative Expense Claims.

(a) *Administrative Expense Claims Bar Date*. Except as provided below for Professional Fee Claims and U.S. Trustee Fees, requests for payment of Administrative Expense Claims must be filed no later than thirty (30) days after the Debtors' serve notice of occurrence of the Effective Date. Holders of Administrative Expense Claims who are required to file a request for payment of such Claims and who do not file such requests by the Administrative Expense Claims Bar Date shall be forever barred from asserting such Claims against the Debtors or their property, and the Holder

thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Administrative Expense Claim.

(b) *Treatment*. Subject to the Administrative Expense Claims Bar Date and other provisions herein, unless the Holder of an Allowed Administrative Expense Claim agrees to different or less favorable treatment, each Holder of an Allowed Administrative Expense Claim (other than of a Professional Fee Claim), will receive in full and final satisfaction of its Administrative Expense Claim, Cash equal to the amount of such Allowed Administrative Expense Claim upon the later of (i) the Effective Date or (ii) thirty (30) days after the date on which such Allowed Administrative Expense Claim becomes an Allowed Claim. Allowed Administrative Claims shall be paid first, from the Administrative Reserves of the applicable Estate and second, from the Remaining Cash of the applicable Estate.

2.3 Professional Fee Claims.

(a) *Professional Fee Bar Date*. All final applications for payment of Professional Fee Claims for the period through and including the Effective Date shall be filed with the Bankruptcy Court and served on the Plan Administrator and the other parties entitled to notice pursuant to the Interim Compensation Order or the CRO Retention Order on or before the Professional Fee Bar Date. Any Professional Fee Claim that is not asserted in accordance with this section 2.3 shall be deemed Disallowed under the Plan and the Holder thereof shall be enjoined from asserting any Claim to collect, offset, recoup or recover such Claim against the applicable Estate or any of its respective Assets or property.

(b) *Treatment*. Unless such Holder agrees to a different and less favorable treatment of such Claim, each Holder of an Allowed Professional Fee Claim shall receive in full and final satisfaction of its Professional Fee Claim, Cash equal to the amount of such Allowed Professional Fee Claim on, or as soon as reasonably practicable after, the first Business Day following the date upon which such Claim becomes Allowed by a Final Order of the Bankruptcy Court.

(c) *Post-Effective Date Expenses*. The fees and expenses of professionals retained by the Plan Administrator on and after the Effective Date, shall be paid by the Plan Administrator within thirty (30) days of receipt or presentment of invoice(s), or on such other terms as the Plan Administrator and the applicable professional may agree to, without the need for further Bankruptcy Court approval.

2.4 Priority Tax Claims.

Unless the Holder of an Allowed Priority Tax Claim agrees to different or less favorable treatment, each Holder of an Allowed Priority Tax Claim will receive in full and final satisfaction of its Allowed Priority Tax Claim an amount in Cash equal to such Allowed Priority Tax Claim as soon as practicable following the later of: (a) the Effective Date and (b) the date on which such Priority Tax Claim becomes an Allowed Claim.

2.5 U.S. Trustee Fees.

All U.S. Trustee Fees shall be paid by the Effective Date. Thereafter, the Plan Administrator shall pay all U.S. Trustee Fees of each Estate in accordance with the terms of the Plan until such time as the Bankruptcy Court enters a final decree closing the Chapter 11 Cases or the Chapter 11 Cases are dismissed or converted.

ARTICLE III - CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

3.1 General Notes on Classification.

The classification of Claims against each Debtor (other than Administrative Expense Claims, Professional Fee Claims and Priority Tax Claims) pursuant to the Plan is as set forth below. The Plan is a separate Plan for each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Claims against the Debtors are classified in a particular Class only to the extent that such Claim (or a portion of such claim) qualifies within the description of that Class and is classified in a different Class to the extent that such Claim (or a portion of such claim) qualifies within the description of such different Class. Any Class of Claims that is not occupied as of the date of the Confirmation Hearing by an Allowed Claim, or a Claim temporarily Allowed under Bankruptcy Rule 3018, and for which, on the Effective Date, there are no Disputed Claims in such Class pending, shall be deemed deleted from the Plan for all purposes. In addition, the following treatment of and consideration to be received by Holders of Allowed Claims and Allowed Equity Interests pursuant to this Plan shall be in full settlement and release of such Allowed Claims and Allowed Interests.

3.2 Class Categories.

The classification of Claims against each Debtor pursuant to the Plan is as set forth below. The Plan is a separate Plan for each of the Debtors, and the classification of Claims set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein.

Cocoa Services Classes

Class	Class Designation	Status	Voting Rights
Cocoa Services Class 1	Secured Lender's Claim	Unimpaired	Conclusively Presumed to Accept
Cocoa Services Class 2	Priority Non-Tax Claims	Unimpaired	Conclusively Presumed to Accept
Cocoa Services Class 3	Lyons Unsecured Claim	Impaired	Entitled to Vote
Cocoa Services Class 4	General Unsecured Claims	Impaired	Entitled to Vote

Cocoa Services Class 5	Related Party Claims	Impaired	Entitled to Vote
Cocoa Services Class 6	Equity Interest	Impaired	Deemed to Reject

Morgan Drive Classes

Class	Class Designation	Status	Voting Rights
Morgan Drive Class 1	General Unsecured Claims	Impaired	Entitled to Vote
Morgan Drive Class 2	Related Party Claims	Impaired	Entitled to Vote
Morgan Drive Class 3	Inter-Debtor Claims	Impaired	Entitled to Vote
Morgan Drive Class 4	Equity Interest	Impaired	Deemed to Reject

3.3 Cocoa Services Class 1 (Secured Lender's Claim).

(a) *Cocoa Services Class 1 Allowance*. Subject to entry of a Final Order or Final Orders by the Bankruptcy Court: (i) adjudicating or otherwise resolving the TCG Trustee Lien Challenge Action and, if applicable, (ii) establishing any amounts due and owing to the Secured Lender pursuant to section 506(b) of the Bankruptcy Code, the Secured Lender's Claim shall be Allowed.

(b) *Treatment*. The Holder of the Allowed Secured Lender's Claim shall receive (a) on the Effective Date, an amount in Cash from the Segregated Cocoa Services Sale Proceeds not to exceed the amount of such Allowed Secured Lender's Claim provided that the holder of the Allowed Secured Lender's Claim has not yet been paid any portion of the Segregated Cocoa Services Sale Proceeds; (b) a Distribution of Cash from Cocoa Services from the Segregated Cocoa Services Sale Proceeds or otherwise in the full amount of such Allowed Secured Lender's Claim to the extent the Secured Lender's Claim is entitled to amounts under section 506(b) of the Bankruptcy Code, if any, including, without limitation, postpetition interest, legal fees, costs, expenses and other outstanding obligations of Cocoa Services; or (c) such other treatment as to which Cocoa Services and the Holder of the Allowed Secured Lender's Claim shall have agreed upon in writing. To the extent the Allowed Secured Lender's Claim is less than the Secured Lender's Prepetition Claim, any deficiency claim shall become a Cocoa Services Class 4 General Unsecured Claim. Notwithstanding section 1141(c) or any other provision of the Bankruptcy Code, with respect to the treatment in clause (a) and clause (b) above, all valid, enforceable, and perfected liens on the Segregated Cocoa Services Sale Proceeds or other property of Cocoa Services, up to the amount of the Allowed Secured Lender's Claim, shall survive the Effective Date until the Secured Lender's Claim is satisfied pursuant to this Plan.

(c) *Voting*. Cocoa Services Class 1 consists of the Secured Lender's Claim against Cocoa Services. Cocoa Services Class 1 is Unimpaired by the Plan and, therefore, the Holder of the Cocoa Services Class 1 Claim is conclusively presumed to accept the Plan.

3.4 Cocoa Services Class 2 (Priority Non-Tax Claims).

(a) *Treatment*. On the Effective Date, or as soon thereafter as is reasonably practical, in exchange for full and final satisfaction, settlement and release of such Allowed Priority Non-Tax Claim, each Holder of an Allowed Priority Non-Tax Claim against Cocoa Services shall receive (a) an amount in Cash equal to the Allowed amount of such Priority Non-Tax Claim or (b) such other treatment as to which Cocoa Services and the Holder of such Allowed Priority Non-Tax Claim shall have agreed upon in writing.

(b) *Voting*. Cocoa Services Class 2 consists of all Priority Non-Tax Claims against Cocoa Services. Cocoa Services Class 2 is Unimpaired by the Plan and, therefore, each Holder of a Cocoa Services Class 2 Claim is conclusively presumed to accept the Plan.

3.5 Cocoa Services Class 3 (Lyons Unsecured Claim).

(a) *Treatment*. After the payment in full of all Unclassified Claims, the Cocoa Services Class 1 Claim and Cocoa Services Class 2 Claims, in exchange for full and final satisfaction, settlement and release of the Lyons Unsecured Claim, one or more distributions of Remaining Cocoa Services Cash will be made by the Plan Administrator, on a Pro Rata basis, to the Holders of the Allowed Lyons Unsecured Claim, on a *pari passu* basis with Holders of Cocoa Services Class 4 General Unsecured Claims and Cocoa Services Class 5 Related Party Claims.

(b) *Voting*. Cocoa Services Class 3 consists of the Lyons Unsecured Claim against Cocoa Services. Cocoa Services Class 3 is Impaired by the Plan and, therefore, the Holder of the Cocoa Services Class 3 Claim is entitled to vote to accept or reject the Plan.

3.6 Cocoa Services Class 4 (General Unsecured Claims).

(a) *Treatment*. After the payment in full of all Unclassified Claims, the Cocoa Services Class 1 Claim and Cocoa Services Class 2 Claims, in exchange for full and final satisfaction, settlement and release of the Allowed General Unsecured Claims, one or more distributions of Remaining Cocoa Services Cash will be made by the Plan Administrator, on a Pro Rata basis, to the Holders of the Allowed General Unsecured Claims against Cocoa Services, on a *pari passu* basis with Holders of Cocoa Services Class 3 Lyons Unsecured Claim and Cocoa Services Class 5 Related Party Claims.

(b) *Voting*. Cocoa Services Class 4 consists of General Unsecured Claims against Cocoa Services. Cocoa Services Class 4 is Impaired by the Plan and,

therefore, each Holder of a Cocoa Services Class 4 Claim is entitled to vote to accept or reject the Plan.

3.7 Cocoa Services Class 5 (Related Party Claims).

(a) *Treatment*. After the payment in full of all Unclassified Claims, the Cocoa Services Class 1 Claim and Cocoa Services Class 2 Claims, in exchange for full and final satisfaction, settlement and release of the Allowed Related Party Claims, one or more distributions of Remaining Cocoa Services Cash will be made by the Plan Administrator, on a Pro Rata basis, to the Holders of the Allowed Related Party Claims against Cocoa Services, on a *pari passu* basis with Holders of Cocoa Services Class 3 Lyons Unsecured Claim and Cocoa Services Class 4 General Unsecured Claims.

(b) *Voting*. Cocoa Services Class 5 consists of Related Party Claims against Cocoa Services. Cocoa Services Class 5 is Impaired by the Plan and, therefore, each Holder of a Cocoa Services Class 5 Claim is entitled to vote to accept or reject the Plan.

3.8 Cocoa Services Class 6 (Equity Interest).

(a) *Treatment*. Based upon the Liquidation Analysis, the Debtors believe that the Holder of the Cocoa Services Class 6 Equity Interest will not receive or retain any property under the Plan on account of such Equity Interest.

(b) *Voting*. Cocoa Services Class 6 consists of the Equity Interest in Cocoa Services. Cocoa Services Class 6 is deemed to reject the Plan under section 1126(g) of the Bankruptcy Code and its vote will not be solicited.

3.9 Morgan Drive Class 1 (General Unsecured Claims).

(a) *Treatment*. After the payment in full of all Unclassified Claims, in exchange for full and final satisfaction, settlement and release of the Allowed General Unsecured Claims, one or more distributions of Remaining Morgan Drive Cash will be made by the Plan Administrator, on a Pro Rata basis, to the Holders of Allowed General Unsecured Claim against Morgan Drive, on a *pari passu* basis with Holders of Morgan Drive Class 2 Related Party Claims and Morgan Drive Class 3 Inter-Debtor Claims.

(b) *Voting*. Morgan Drive Class 1 consists of General Unsecured Claims against Morgan Drive. Morgan Drive Class 1 is Impaired by the Plan and, therefore, each Holder of a Morgan Drive Class 1 Claim is entitled to vote to accept or reject the Plan.

3.10 Morgan Drive Class 2 (Related Party Claims).

(a) *Treatment*. After the payment in full of all Unclassified Claims, in exchange for full and final satisfaction, settlement and release of the Allowed Related Party Claims, one or more distributions of Remaining Morgan Drive Cash will be made by the Plan Administrator, on a Pro Rata basis, to the Holders of Allowed Related Party

Claims against Morgan Drive, on a *pari passu* basis with Holders of Morgan Drive Class 1 General Unsecured Claims and Morgan Drive Class 3 Inter-Debtor Claims.

(b) *Voting*. Morgan Drive Class 2 consists of Related Party Claims against Morgan Drive. Morgan Drive Class 2 is Impaired by the Plan and, therefore, each Holder of a Morgan Drive Class 2 Claim is entitled to vote to accept or reject the Plan.

3.11 Morgan Drive Class 3 (Inter-Debtor Claims).

(a) *Treatment*. After the payment in full of all Unclassified Claims, in exchange for full and final satisfaction, settlement and release of the Allowed Inter-Debtor Claims, one or more distributions of Remaining Morgan Drive Cash will be made by the Plan Administrator, on a Pro Rata basis, to the Holders of Allowed Inter-Debtor Claims against Morgan Drive, on a *pari passu* basis with Holders of Morgan Drive Class 1 General Unsecured Claims and Morgan Drive Class 2 Related Party Claims.

(b) *Voting*. Morgan Drive Class 3 consists of Inter-Debtor Claims against Morgan Drive. Morgan Drive Class 3 is Impaired by the Plan and, therefore, each Holder of a Morgan Drive Class 3 Claim is entitled to vote to accept or reject the Plan.

3.12 Morgan Drive Class 4 (Equity Interest).

(a) *Treatment*. Based upon the Liquidation Analysis, the Debtors believe that the Holder of the Morgan Drive Class 4 Equity Interest will not receive or retain any property under the Plan on account of such Equity Interest.

(b) *Voting*. Morgan Drive Class 4 consists of the Equity Interest in Morgan Drive. Morgan Drive Class 4 is deemed to reject the Plan under section 1126(g) of the Bankruptcy Code and its vote will not be solicited.

ARTICLE IV- VOTING

4.1 Procedures Regarding Objections to Designation of Classes as Impaired or Unimpaired.

In the event the designation of the treatment of a Class as impaired or unimpaired is objected to, the Bankruptcy Court shall determine the objection and voting shall be permitted or disregarded in accordance with the determination of the Bankruptcy Court.

4.2 Voting of Claims and Interests.

Each Holder of a Claim as of the Record Date in Cocoa Services Class 3, Cocoa Services Class 4, Cocoa Services Class 5, Morgan Drive Class 1, Morgan Drive Class 2, and Morgan Drive Class 3 shall be entitled to vote to accept or reject the Plan. The

Disclosure Statement Order shall govern the manner and procedures for casting of Ballots with the Voting Agent.

4.3 Presumed Acceptances by Unimpaired Classes.

Classes of Claims designated as Unimpaired are conclusively presumed to have voted to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code.

4.4 Deemed Rejection of the Plan.

Impaired Classes of Claims or Equity Interests that do not receive or retain property under the Plan are deemed to have voted to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, and the votes of Holders of such Claims or Equity Interests will not be solicited.

4.5 Acceptance by Impaired Class.

Consistent with section 1126(c) of the Bankruptcy Code, and except as provided for in section 1126(e) of the Bankruptcy Code, a Class of Creditors or Equity Interests shall have accepted the Plan if it is accepted by more than one-half in number representing at least two-thirds in dollar amount of the Holders of Allowed Claims or Equity Interests, as applicable, of such Class that have timely and properly voted to accept or reject the Plan.

4.6 Elimination of Vacant Classes.

Any Class of Claims or Equity Interests that does not have a Holder of an Allowed Claim or Allowed Equity Interest or a Claim or Equity Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing, shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to 1129(a)(8) of the Bankruptcy Code.

ARTICLE V - DISTRIBUTIONS UNDER THE PLAN

5.1 Plan Distributions.

Except as otherwise provided in the Plan, the Plan Administrator shall make distributions to Holders of Allowed Claims in accordance with Article V of the Plan on the Effective Date. From time to time, the Plan Administrator shall make Pro Rata distributions to Holders of Allowed Claims in Cocoa Services Classes 3 through 5 and Allowed Claims in Morgan Drive Classes 1 through 3 in accordance with Article III of the Plan. Notwithstanding the foregoing, the Plan Administrator may retain such amounts (i) as are reasonably necessary to meet contingent liabilities and to maintain the value of the assets of the Estates during liquidation, (ii) to pay reasonable administrative expenses (including Post-Effective Date Expenses and any taxes imposed in respect of the Assets), (iii) to satisfy other liabilities to which the Assets are otherwise subject, in accordance with the Plan, and (iv) to establish the Reserve Accounts. All distributions to the Holders

of Allowed Claims shall be made in accordance with the Plan. The Plan Administrator may withhold from amounts distributable to any Person any and all amounts determined in the Plan Administrator's reasonable sole discretion to be required by any law, regulation, rule, ruling, directive or other governmental requirement. Holders of Allowed Claims shall, as a condition to receiving distributions, provide such information and take such steps as the Plan Administrator may reasonably require to ensure compliance with withholding and reporting requirements and to enable the Plan Administrator to obtain certifications and information as may be necessary or appropriate to satisfy the provisions of any tax law, including as set forth in section 5.9 of the Plan.

5.2 Manner of Payments Under the Plan.

All Cash payments required under the Plan shall be made in U.S. dollars by checks drawn on a domestic bank selected by the Plan Administrator in accordance with the Plan or by wire transfer from a domestic bank, at the option of the Plan Administrator. The Plan Administrator may use the services of a third party to aid in the Distributions required to be made under this Plan. All Distributions under the Plan on account of any Allowed Claims shall be made by regular, first-class mail, postage pre-paid in an envelope at: (i) the address of the Holder of such Allowed Claim as set forth in a filed proof of Claim and Claims Register or (ii) such other address as such Holder shall have specified for payment purposes in a written notice to the Plan Administrator at least fifteen (15) days prior to such Distribution Date. Subject to section 5.10 herein, the Plan Administrator shall make a good faith effort to ascertain an alternative address and will re-mail any undelivered Distributions or notices that were returned marked "undeliverable" or "moved - no forwarding address" or for a similar reason. The date of payment or delivery shall be deemed to be the date of mailing.

5.3 No Payments of Fractional Cents or Distributions of Less Than Twenty-Five Dollars.

(a) Any contrary provision hereof notwithstanding, for purposes of administrative convenience, no payment of fractional cents shall be made pursuant to the Plan. Whenever any payment of a fraction of a cent under the Plan would otherwise be required, the actual Distribution made shall reflect a rounding of such fraction to the nearest whole penny (up or down), with halfpennies or less being rounded down and fractions in excess of half of a penny being rounded up.

(b) Any contrary provision hereof notwithstanding, for purposes of administrative convenience, no Distribution of less than twenty-five dollars ($25.00) shall be made pursuant to the Plan. Whenever any Distribution of less than twenty-five dollars ($25.00) under the Plan would otherwise be required, such funds will be retained by the Plan Administrator for the account of the recipient until such time that successive Distributions aggregate to twenty-five dollars ($25.00), at which time such payment shall be made, and if successive Distributions do not ever reach twenty-five dollars ($25.00) in the aggregate, then such Distributions shall revert to the applicable Debtor's Estate, be

treated as Remaining Cash of the applicable Estate and be distributed in accordance with the Plan.

5.4 Record Date for Distribution.

As of the close of business on the Confirmation Date (the "Record Date"), the Claims Register shall be closed, and there shall be no further changes in the record Holders of any Claims. Neither the Debtors nor the Plan Administrator, as applicable, shall have any obligation to recognize any transfer of any Claims occurring after the Record Date, and shall instead be entitled to recognize and deal for all purposes under the Plan with only those Holders of record as of the Record Date.

5.5 Distribution Deadlines.

Any Distribution to be made by the Plan Administrator pursuant to the Plan shall be deemed to have been timely made if made within thirty (30) days after the time therefore specified in the Plan or such other agreement. No interest shall accrue or be paid with respect to any Distribution as a consequence of such Distribution not having been made on the date specified therefore herein.

5.6 Indefeasibility of Distributions.

All Distributions provided for under the Plan shall be indefeasible.

5.7 Full and Final Satisfaction.

All payments and all Distributions under the Plan shall be in full and final satisfaction, settlement and release of either the Debtors' obligations with respect to Claims against that Debtors, except as otherwise provided in the Plan.

5.8 Distributions Only on Business Days.

Notwithstanding the foregoing provisions, if any Distribution called for under this Plan is due on a day other than a Business Day, such Distribution shall instead be made the next Business Day.

5.9 Payment of Taxes on Distributions Received Pursuant to the Plan.

(a) Any contrary provision hereof notwithstanding, as a condition to payment of any Distribution to a Creditor under the Plan, each Creditor shall provide a valid employer identification, social security or other tax identification number (collectively the "Tax Information") for purposes of tax reporting by the Plan Administrator. All Persons that receive Distributions under the Plan shall be responsible for reporting and paying, as applicable, any taxes on account of their Distributions.

(b) At such time as the Plan Administrator believes that Distributions to a particular Class of Claims or Equity Interests is likely, the Plan Administrator shall request Tax Information in writing from the Creditors (the "Tax Information Request").

Any Creditor who fails to respond to Tax Information Request within ninety (90) days from the date posted on the Tax Information Request, shall forfeit all Distributions such Creditor may otherwise be entitled to under this Plan and such forfeited funds will revert to the applicable Debtor's Estate, be treated as Remaining Cash of the applicable Estate and be disbursed in accordance with the Plan.

5.10 Unclaimed Distributions.

Unclaimed Distributions (including Distributions made by checks that fail to be cashed or otherwise negotiated within ninety (90) days after the Distribution Date or which Distributions are returned to the Plan Administrator as undeliverable to the addresses specified in the Claims Register, as it shall exist on the date such Distributions are made), shall be canceled (by a stop payment order or otherwise). The Claim(s) relating to such Distribution(s) shall be deemed forfeited and expunged without any further action or order of the Bankruptcy Court and the Holder of such Claim(s) shall be removed from the Distribution schedules, expunged from the Claims Register and shall receive no further Distributions under the Plan. Any such Unclaimed Distributions shall revert to the applicable Debtor, be treated as Remaining Cash of the applicable Debtor's Estate, and, as soon as is practicable, be redistributed pursuant to the provisions of the Plan.

5.11 Disallowance of Claims without Further Order of the Court.

As of the Confirmation Date, any Scheduled Claim designated as disputed, contingent or unliquidated in amount, and for which a proof of Claim has not been filed by the Creditor, shall be deemed disallowed and expunged. All Scheduled Claims that correspond to a proof of Claim filed by a particular Creditor shall be deemed to have been superseded by such later filed proof of Claim and the Scheduled Claims, regardless of priority, and shall be expunged from the Claims Register; provided however, that such proofs of Claim shall be subject to objection in accordance with section 7.3 hereof.

ARTICLE VI- IMPLEMENTATION OF THE PLAN AND THE PLAN ADMINISTRATOR

6.1 Implementation of the Plan.

The Plan will be implemented by the Plan Administrator in a manner consistent with the terms and conditions set forth in the Plan and the Confirmation Order. On and after the Effective Date, except as otherwise provided in the Plan, the Plan Administrator may use, sell, assign, transfer or otherwise acquire or dispose of property and compromise or settle any Claims, Equity Interests or Causes of Action without approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order.

6.2 Separate Plans.

Although the Plan is presented as a joint plan of liquidation, this Plan does not provide for the substantive consolidation of the Debtors' Estates, and on the Effective Date, the Debtors' Estates shall not be substantively consolidated for any reason. Except as specifically set forth herein, nothing in this Plan shall constitute or be deemed to constitute an admission that one or both of the Debtors is subject to or liable for any Claims against the other Debtor. A Claim against both Debtors will be treated as a separate Claim against each Debtor's Estate for all purposes including, but not limited to, voting and Distribution; provided, however, that no Claim will receive value in excess of 100% of the Allowed amount of such Claim.

6.3 Plan Funding.

The funds utilized to make Cash payments under the Plan have been and/or will be generated from, among other things, collections, the Sale Proceeds, and the proceeds of the liquidation or other disposition of the remaining Assets of the Debtors, including recoveries from retained Causes of Action. Cocoa Services' Assets may only be used to satisfy Claims against Cocoa Services, and Morgan Drive's Assets may only be used to satisfy Claims against Morgan Drive.

6.4 Establishment of Reserves.

(a) *Establishment*. On or before the Effective Date, the Debtors shall establish and fund the Reserves, each of which shall be held separately from other assets held by the Plan Administrator and administered by the Plan Administrator. After the Effective Date, to the extent additional amounts are required to fund the Reserves, such amounts will be funded by the Plan Administrator from the Remaining Cash of the applicable Estate.

(b) *Administrative Reserves*. Each Administrative Reserve shall be funded from the Cash of the applicable Debtor in an amount sufficient to pay (i) Allowed Administrative Expense Claims (including Professional Fee Claims) of each Debtor's Estate (ii) U.S. Trustee Fees and (iii) Post-Effective Date Expenses of each Debtor's Estate. Any amounts remaining in the Administrative Reserves after payment of all Allowed Administrative Expense Claims (including Professional Fees), U.S. Trustee Fees and Post-Effective Date Expenses shall be used the Plan Administrator to make distributions in accordance with the Plan. If the Plan Administrator determines that additional funding of the Administrative Reserves is required, from time to time following the Effective Date, such funding shall be made from the Remaining Cash of the applicable Debtor's Estate.

(c) *Disputed Claims Reserves*. Each Disputed Claims Reserve shall be funded from the Cash of the applicable Debtor potentially liable for the Disputed Claim in an amount equal to the amount Holders of Disputed Claims would have otherwise been entitled but for the dispute. As Disputed Claims are resolved, excess Cash in the Disputed Claims Reserves shall be used by the Plan Administrator to make distributions

in accordance with the Plan. Notwithstanding any other provision of the Plan to the contrary, subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary, the Plan Administrator may treat any Assets allocable to, or retained on account of, the Disputed Claims Reserves as held by one or more discrete entities for federal, and applicable state, local or other, income tax purposes, and may determine that such entity or entities shall constitute "disputed ownership funds" under, and may make the election permitted by, Treasury Regulation 1.468B-9, or any successor provision thereto. All recipients of Distributions under the Plan shall be bound by, and shall report consistent with, such income tax treatment.

6.5 Vesting of Assets in the Debtors.

As of the Effective Date, pursuant to section 1141(b) and (c) of the Bankruptcy Code, on the Effective Date, all Assets shall vest in the respective Debtor free and clear of all Claims, Liens, encumbrances, charges, Equity Interests and other rights and interests of Creditors, except as otherwise expressly provided in the Plan or the Confirmation Order, and subject to the terms and conditions of the Plan and Confirmation Order.

6.6 Continuing Existence.

Except as expressly provided otherwise in the Plan and subject to the powers, duties and authority of the Plan Administrator, from and after the Effective Date, the Debtors shall continue in existence for the purposes of (i) winding up their affairs as expeditiously as reasonably possible, (ii) liquidating, by conversion to Cash or other methods, of any remaining Assets, including, without limitation, the Causes of Action, open receivables and payment refunds, as expeditiously as reasonably possible, (iii) prosecuting Causes of Action, interests, rights and privileges of the Debtors, (iv) resolving Disputed Claims, (v) administering the Plan, (vi) filing appropriate tax returns and (vii) performing all such other acts and conditions required by and consistent with consummation of the terms of the Plan and the wind down of their affairs.

6.7 General Settlement of Claims.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, interests, and controversies resolved pursuant to the Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements, and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are fair and equitable.

6.8 Cancellation of Liens.

Except as otherwise specifically provided herein, upon the payment in full of the Secured Lender's Claim in accordance with the Plan, any Lien securing such Secured Claim shall be deemed released, and the Holder of such Claim shall be authorized and directed to release any collateral or other property of Cocoa Services held by the Secured Lender and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases as may be requested by the Plan Administrator.

6.9 Appointment of the Plan Administrator.

The Confirmation Order shall provide for the appointment of the Plan Administrator. The selection of the Plan Administrator shall be set forth in the Plan Supplement. The Plan Administrator shall be compensated at a rate of $10,000 per month, as set forth in the Plan Administrator Agreement. The Plan Administrator shall be deemed the Estates' exclusive representative in accordance with section 1123 of the Bankruptcy Code and shall have all powers, authority and responsibilities specified in the Plan, including, without limitation, the powers of a trustee under sections 704 and 1106 of the Bankruptcy Code.

6.10 Powers and Obligations of the Plan Administrator.

(a) The Plan Administrator will act for both of the Debtors in the same fiduciary capacity as applicable to a board of directors of a Delaware corporation, subject to the provisions of the Plan and the Plan Administrator Agreement. On the Effective Date, the Plan Administrator shall succeed to all of the rights of the Debtors with respect to the Assets, including prosecuting Causes of Action and reviewing and objecting to Claims, if appropriate, necessary to protect, conserve, and liquidate all Assets as quickly as reasonably practicable, including, without limitation, control over (including the right to waive) all attorney-client privileges, work-product privileges, accountant-client privileges and any other evidentiary privileges relating to the Assets that, prior to the Effective Date, belonged to the Debtors pursuant to applicable law.

(b) The powers and duties of the Plan Administrator shall include, without limitation or further order of the Bankruptcy Court, the following:

(i) to invest Cash in accordance with section 345 of the Bankruptcy Code, and withdraw and make distributions of Cash to Holders of Allowed Claims and pay taxes and other obligations owed by the Debtors or incurred by the Plan Administrator in connection with the wind-down of the Estates in accordance with the Plan;

(ii) to receive, manage, invest, supervise, and protect the Assets, including paying taxes or other obligations incurred in connection with administering the Assets;

(iii) to engage attorneys, consultants, agents, employees and all professional persons, to assist the Plan Administrator with respect to the Plan Administrator's responsibilities;

(iv) to pay the fees and expenses for the attorneys, consultants, agents, employees and professional persons engaged by the Plan Administrator and to pay all other expenses in connection with administering the Plan and for winding down the affairs of the Debtors in each case in accordance with the Plan;

(v) to execute and deliver all documents, and take all actions, necessary to consummate the Plan and liquidate the Debtors' Assets;

(vi) to dispose of, and deliver title to others of, or otherwise realize the value of, all the remaining Assets;

(vii) to coordinate the collection of outstanding accounts receivable;

(viii) to coordinate the storage and maintenance of the Debtors' books and records;

(ix) to oversee compliance with the Debtors' accounting, finance and reporting obligations;

(x) to prepare monthly operating reports and financial statements and U.S. Trustee quarterly reports until such time as a final decree has been entered;

(xi) to oversee the filing of final tax returns, audits and other dissolution documents, if required;

(xii) to perform any additional corporate actions as necessary to carry out the wind-down, liquidation and ultimate dissolution of the Debtors;

(xiii) except as otherwise provided herein, to object to Claims against the Debtors;

(xiv) except as otherwise provided herein, to compromise and settle Claims against the Debtors;

(xv) except as otherwise provided herein, to act on behalf of the Debtors in all adversary proceedings and contested matters (including, without limitation, any Causes of Action), then pending or that can be commenced in the Bankruptcy Court and in all actions and proceedings pending or commenced elsewhere, and to settle, retain, enforce, or dispute any adversary proceedings or contested matters (including, without limitation, any Causes of Action) and otherwise pursue actions involving Assets of the Debtors that could arise or be

asserted at any time under the Bankruptcy Code or otherwise, unless otherwise specifically waived or relinquished in the Plan;

(xvi) to implement and/or enforce all provisions of the Plan; and

(xvii) to use such other powers as may be vested in or assumed by the Plan Administrator pursuant to the Plan or order of the Bankruptcy Court or as may be necessary and proper to carry out the provisions of the Plan.

6.11 Plan Administrator Agreement.

On the Effective Date, the Plan Administrator Agreement shall be deemed to be valid, binding, and enforceable in accordance with its terms and provisions. After the Effective Date, the Plan Administrator Agreement may be amended in accordance with its terms without further order of the Bankruptcy Court. The Plan Administrator Agreement shall be substantially in the form contained in the Plan Supplement.

6.12 Retention of Professionals.

The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that are necessary to assist the Plan Administrator in the performance of its duties as Plan Administrator or otherwise under this Plan. The reasonable fees and expenses of such professionals and the additional expenses of the Plan Administrator incurred in the performance of its duties as Plan Administrator under this Plan shall be paid by the Plan Administrator from the Administrative Reserves without the need for approval of the Bankruptcy Court.

6.13 Retention of Rights and Causes of Action.

Except as provided in the Plan, all present and future rights, claims, or Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors hold on behalf of the Estates or of the Debtors in accordance with any provision of the Bankruptcy Code, including sections 502, 510, 522(f), 522(h), 542, 543, 544, 545, 547, 548, 549, 550, 551, 553 and 724(a) of the Bankruptcy Code, or any applicable nonbankruptcy law against any Person that have not been released or sold on or prior to the Effective Date are preserved for the Plan Administrator. Except for the TCG Trustee Lien Challenge Action, on the Effective Date, pursuant to section 1123(b)(3) of the Bankruptcy Code, the Plan Administrator shall have possession and control of, and shall retain and have the right to enforce, pursue, litigate and compromise any and all present or future rights, claims, or Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses against any Person and with respect to any rights of the Debtors; provided, however, that to the extent the Plan Administrator fails to pursue any Causes of Action, the TCG Trustee shall have the right to seek permission from the Bankruptcy Court to pursue such Causes of Action should the Plan Administrator fail to do so within thirty (30) days of written request by the TCG Trustee. The Plan Administrator has, retains, reserves and shall be entitled to assert and pursue such claims, Causes of Action, rights of setoff, or other legal or equitable defenses, and all legal and equitable rights of the Debtors not expressly released under the Plan after the Effective Date. Any

Distribution provided for in the Plan and the allowance of any Claim for the purpose of voting on the Plan is and shall be without prejudice to the rights of the Plan Administrator to pursue and prosecute any such actions. Except as otherwise set forth in the Plan, all Causes of Action of the Debtors shall survive Confirmation of the Plan and the commencement and prosecution of Causes of Action of the Debtors shall not be barred or limited by res judicata or any estoppel, whether judicial, equitable or otherwise.

6.14 Consultation with TCG Trustee.

Notwithstanding anything to the contrary contained in herein, the Plan Administrator shall make reasonable efforts to consult with the TCG Trustee prior to asserting or settling any Claims or Causes of Action.

6.15 Setoffs.

The Plan Administrator may, pursuant to and to the extent permitted by applicable law, setoff against any Claim asserted against the Debtors and/or the Assets, and the payments or other distributions to be made pursuant to the Plan in respect of such Claim, any Claims of any nature whatsoever that that Debtors or the Estates may have against the Holder of such Claim, provided that neither the failure to effect a setoff, nor the allowance of any Claim against the Debtors hereunder, shall constitute a waiver or release of any such Claim the Debtors or the Estates may have against such Holder.

6.16 Company Action.

On the Effective Date, the appointment of the Plan Administrator, and any and all other matters provided for under the Plan involving company action by the Debtors, their managers, directors or officers, including, without limitation, the transfer of management responsibilities of the Debtors to the Plan Administrator, shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to applicable law, without any requirement of further action by the Debtors' managers, directors or officers. Upon the distribution of all Assets pursuant to the Plan, the Debtors shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the Debtors or payments to be made in connection therewith; provided, however, that the Debtors and/or the Plan Administrator on behalf of the Debtors may take appropriate action to dissolve under applicable nonbankruptcy law. From and after the Effective Date, the Debtors shall not be required to file any document, or take any action, to withdraw their business operations from any states where the Debtors previously conducted business.

6.17 Abandoned Assets.

Upon the election of the Plan Administrator, the Plan Administrator may abandon any Assets, and upon such abandonment, such Assets shall cease to be Assets of the Estates.

6.18 Windup.

With respect to each Estate, after (a) the Plan has been fully administered, (b) all Disputed Claims have been resolved, (c) all Causes of Action have been resolved, and (d) all Assets have been reduced to Cash or abandoned, the Plan Administrator shall effect a final distribution of all Remaining Cash (after reserving sufficient Cash to pay all unpaid expenses of administration of the Plan and all expenses reasonably expected to be incurred in connection with the final distribution) to Holders of Allowed Claims and Equity Interests in accordance with the Plan.

6.19 Management of Debtors.

On the Effective Date, the managing members of the Debtors' and the Debtors' officers shall be deemed to have resigned therefrom, and shall be relieved of all further responsibilities with the operation of the Debtors becoming the general responsibility of the Plan Administrator in accordance with the Plan.

6.20 No Agency Relationship.

The Plan Administrator shall not be deemed to be the agent for any of the Holders of Claims in connection with the funds held or distributed pursuant to the Plan. The Plan Administrator shall not be liable for any mistake of fact or law or error of judgment or any act or omission of any kind unless it constitutes gross negligence, willful misconduct or fraud. The Plan Administrator shall be indemnified and held harmless, including the cost of defending such claims and attorneys' fees in seeking indemnification, by the Estates against any and all claims arising out of his or her duties under the Plan, except to the extent his or her actions constitute gross negligence, willful misconduct or fraud. The Plan Administrator may conclusively rely, and shall be fully protected personally in acting upon any statement, instrument, opinion, report, notice, request, consent, order, or other instrument or document which he or she believes to be genuine and to have been signed or presented by the proper party or parties. The Plan Administrator may rely upon information previously generated by the Debtors and such additional information provided to him or her by former employees of the Debtors.

ARTICLE VII - PROVISIONS FOR RESOLVING AND TREATING DISPUTED CLAIMS

7.1 Estimation.

Upon the request of any Holder of a Claim, the Debtors or Plan Administrator, as applicable, the Bankruptcy Court may estimate the amount of Disputed Claims pursuant to section 502(c) of the Bankruptcy Code, in which event the amounts so estimated shall be deemed to be the aggregate amounts of the Disputed Claims pursuant to section 502(c) of the Bankruptcy Code for purposes of Distribution under this Plan and for purposes of the Disputed Claims Reserve accounts.

7.2 Duties in Connection with Disputed Claims.

The Plan Administrator shall (i) fund the Disputed Claims Reserve accounts in accordance with section 6.4(c) of the Plan, (ii) object to, settle, or otherwise resolve Disputed Claims, (iii) make Distributions to Holders of Disputed Claims that subsequently become Allowed Claims in accordance with the Plan, and (iv) distribute any remaining Assets of the Disputed Claims Reserve accounts, in accordance with section 6.4(c) the Plan.

7.3 Objections to Claims.

Unless otherwise ordered by the Bankruptcy Court, on and after the Effective Date, the Plan Administrator shall have the right to make, file, and prosecute objections to and settle, compromise, or otherwise resolve Claims or Disputed Claims, as applicable. For the avoidance of doubt, any party in interest shall have the right to object to Claims, in accordance with 11 U.S.C. § 502(a), including but not limited to the TCG Trustee, which has instituted the TCG Trustee Lien Challenge Action. Subject to further extension by the Bankruptcy Court, any and all objections to Claims shall be filed and served upon the Holder of the Claim to which an objection is made on or before the latest to occur of: (i) the Claims Objection Bar Date, (ii) thirty (30) days after a request for payment or proof of claim is timely filed and properly served upon the Plan Administrator, and (iii) such other date as may be fixed by the Bankruptcy Court either before or after the expiration of such time periods. All Claims shall be subject to section 502(d) of the Bankruptcy Code. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (x) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (y) by first-class mail, postage prepaid, on the signatory of the proof of Claim or other representative identified in the proof of Claim or any attachment thereto at the address of the creditor set forth therein; or (z) by first-class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Chapter 11 Cases. From and after the Effective Date, the Plan Administrator may settle or compromise any Disputed Claim pursuant to the terms of the Plan without further order of the Bankruptcy Court.

7.4 No Distributions Pending Allowance.

Notwithstanding any provision in the Plan to the contrary, no partial payments and no partial Distribution shall be made by the Plan Administrator with respect to any portion of any Claim against the Debtors if such Claim or any portion thereof is a Disputed Claim. In the event and to the extent that a Claim against the Debtors becomes an Allowed Claim after the Effective Date, the Holder of such Allowed Claim shall receive all payments and Distribution to which such Holder is then entitled under the Plan.

7.5 Distribution when Disputed Claim is Resolved.

When a Disputed Claim becomes an Allowed Claim, there shall be distributed to the Holder of such Allowed Claim, in accordance with the provisions of the Plan (but in no event later than the next succeeding Distribution Date), Cash in the amount equal to all Distributions to which such Holder would have been entitled if such Holder's Claim were Allowed on the Effective Date; provided, however (i) in no event shall any Holder of any Disputed Claim be entitled to receive (under this Plan or otherwise) any Cash payment which is greater than the amount reserved, if any, for such Disputed Claim pursuant to this section and (ii) to the extent that a Disputed Claim ultimately becomes an Allowed Claim and is entitled to a Distribution in an amount less than the amount reserved for such Disputed Claim, then on the next succeeding Distribution Date, the Plan Administrator shall return such excess amount from the applicable Disputed Claims Reserve accounts for distribution in accordance with the Plan.

7.6 No Recourse.

In no event shall the Debtors or Plan Administrator, as applicable, have any responsibility or liability for any loss to or of any amount reserved under this Plan unless such loss is the result of that party's fraud, willful misconduct, or gross negligence. In no event may any Creditor whose Disputed Claim is subsequently allowed, pursue or recover or from any other Creditor in respect of any funds received as Distributions under the Plan. Moreover, notwithstanding that the Allowed amount of any particular Disputed Claim is reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or is Allowed in an amount for which after application of the payment priorities established by the Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no Claim Holder shall have recourse against the Debtors, the Estates, the Plan Administrator, or any of their respective professionals, consultants, officers, directors, or members or their successors or assigns, or any of their respective property. Except as specifically stated otherwise in the Plan, nothing in the Plan shall modify any right of a Holder of a Claim under section 502(j) of the Bankruptcy Code.

7.7 Reservation of Rights.

Unless a Claim is specifically Allowed prior to or after the Effective Date, the Plan Administrator reserves any and all objections to any and all Claims and Equity Interests and motions or requests for the payment of Claims, whether administrative expense, secured or unsecured, including without limitation any and all objections to the validity or amount of any and all alleged Administrative Expense Claims, Priority Tax Claims, or Priority Non-Tax Claims, Liens and security interests, whether under the Bankruptcy Code, other applicable law or contract. The failure to object to any Claim prior to the Effective Date shall be without prejudice to the Plan Administrator's right to contest or otherwise defend against such Claim in the Bankruptcy Court when and if such Claim is sought to be enforced by the holder of the Claim.

ARTICLE VIII- EXECUTORY CONTRACTS

8.1 Treatment of Executory Contracts.

Except as further set forth in this section 8.2, on the Effective Date, all Executory Contracts that have not been assumed or rejected and have not been assumed and assigned during the Chapter 11 Cases shall be deemed rejected by the Debtors pursuant to the provisions of section 365 of the Bankruptcy Code.

8.2 Assumption and Assignment of De Lage Lease.

(a) As part of the Sale Transaction, the Debtors assumed and assigned to Carlyle a number of Executory Contracts pursuant to section 365 of the Bankruptcy Code. The De Lage Lease was inadvertently omitted from the APA's schedule of assumed and assigned Executory Contracts. The Debtors, Carlyle and De Lage Landen have agreed to the assumption and assignment of the De Lage Lease, there are no cure amounts due and owing to De Lage Landen in connection with the assumption and assignment of the De Lage Lease, and the parties have been treating the De Lage Lease as having been assumed and assigned to Carlyle.

(b) Entry of the Confirmation Order by the Clerk of the Bankruptcy Court, but subject to the condition that the Effective Date occur, shall constitute the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption and assignment of the De Lage Lease.

8.3 Rejection Damages Bar Date.

If rejection, pursuant to the Plan, of an Executory Contract, results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the applicable Debtors or its property or the Plan Administrator unless a proof of Claim is filed with the Bankruptcy Court and served upon the Plan Administrator not later than thirty (30) days after the date of service of notice of entry of the Confirmation Order. Any such Claim, to the extent Allowed, shall be classified as a Cocoa Services Class 4 General Unsecured Claim or Morgan Drive Class 1 General Unsecured Claim, as applicable.

8.4 Termination of Compensation and Benefit Programs.

To the extent not previously terminated, all employment and severance agreements and policies, and all employee compensation and benefit plans, policies and programs of the Debtors applicable generally to their respective current employees or officers as in effect on the Confirmation Date, including, without limitation, all savings plans, retirement plans, health care plans, disability plans, severance benefit plans, incentive plans and life, accidental death and dismemberment insurance plans, shall be terminated as of the Confirmation Date.

ARTICLE IX - CONDITIONS PRECEDENT; CONFIRMATION & EFFECTIVE DATE

9.1 Conditions Precedent to Confirmation of the Plan.

The following conditions must be satisfied, or otherwise waived by the Debtors in accordance with section 9.3 hereof, on or before the Confirmation Date:

(a) The Disclosure Statement Order shall have been entered and shall have become a Final Order; and

(b) The entry of the Confirmation Order shall be in form and substance reasonably satisfactory to the Debtors and shall contain provisions that, among other things: (i) authorize the implementation of the Plan in accordance with its terms including, but not limited to, authorizing the appointment of the Plan Administrator; (ii) approve in all respects any settlements, transactions, and agreements to be effected pursuant to the Plan; (iii) authorize the Plan Administrator to assume the rights and responsibilities fixed in the Plan; (iv) approve the injunctions and exculpations granted and created by the Plan; and (v) find that the Plan complies with all applicable provisions of the Bankruptcy Code, including that the Plan was proposed in good faith and that the Confirmation Order was not procured by fraud.

9.2 Conditions Precedent to the Effective Date.

The Effective Date shall not occur and no obligations under the Plan shall come into existence, unless each of the following conditions is met or, alternatively, is waived in accordance with section 9.3 hereof, on or before the Effective Date:

(a) The Confirmation Order shall have been entered and no stay of its effectiveness of the same shall have been issued within fourteen (14) days following the entry of the Confirmation Order;

(b) The Confirmation Order shall provide for the injunctions and exculpations provided for by the Plan;

(c) The Plan Administrator shall have been appointed;

(d) All actions, documents and agreements necessary to implement the provisions of the Plan, and such actions, documents, and agreements shall have been effected or executed and delivered;

(e) The entry of a Final Order or Final Orders: (i) adjudicating or otherwise resolving the TCG Trustee Lien Challenge Action and, if applicable, (ii) establishing any amounts due and owing to the Secured Lender pursuant to section 506(b) of the Bankruptcy Code either by Cocoa Services settling an order on seven (7) days' notice to the Bankruptcy Court authorizing the payment of such additional sums to the Secured Lender, or, in the event that the Debtors disagree with such amounts, by motion of the Secured Lender; and

(f) The Debtors shall have sufficient Cash on hand to pay all Administrative Expense Claims, Professional Fee Claims and U.S. Trustee Fees.

9.3 Waiver of Conditions Precedent.

Each of the conditions precedent in sections 9.1 and 9.2 hereof may be waived or modified without further Bankruptcy Court approval, in whole or in part. Notwithstanding the foregoing sentence or anything contained here, the condition precedent set forth in section 9.2(e) may not be waived.

ARTICLE X– INJUNCTIONS AND EXCULPATION

10.1 Term of Injunctions or Stays

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Chapter 11 Cases are closed.

10.2 General Injunctions.

(a) **Injunctions Against Interference with Consummation or Implementation of Plan. As of and from the Effective Date, all Holders of Claims or Equity Interests are permanently enjoined from commencing or continuing any judicial or administrative proceeding or employing any process against the Debtors, the Estates and the Plan Administrator with the intent or effect of interfering with the consummation and implementation of this Plan and the transfers, payments and Distributions to be made hereunder.**

(b) **Plan Injunction. To the extent permitted by law, as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, all Persons that have held, currently hold or may hold a Claim or Equity Interests against the Debtors, are permanently enjoined from taking any of the following actions against the Debtors, the Plan Administrator or any of their respective successors or assigns, or any of their respective assets or properties, on account of any Claim or Equity Interests against the Debtors: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind with respect to a Claim against the Debtors; (b) enforcing, levying, attaching, collecting or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree or order with respect to a Claim against the Debtors; (c) creating, perfecting or enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind with respect to a Claim against the Debtors; (d) asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any debt, liability or obligation due to the Debtors or their property or Assets with respect to a Claim against the Debtors; and (e) proceeding in any manner in any place whatsoever that does not conform to or comply with or is inconsistent with the provisions of the Plan; provided, however, nothing in this**

injunction shall limit the rights of a Holder of an Allowed Claim or Allowed Equity Interest against the Debtors to enforce the terms of the Plan.

(c) **Cause of Action Injunction. Except as otherwise specifically provided for herein, on and after the Effective Date, all Persons other than the Plan Administrator are permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of, or respecting any, Claim, debt, right or Cause of Action that the Plan Administrator retains authority to pursue in accordance with the Plan. Notwithstanding the foregoing, the TCG Trustee shall not be enjoined from, and shall have the authority to, continue prosecution of the TCG Lien Challenge Action.**

(d) **No Bar to Claims Against Third Parties. Except as otherwise specifically provided for by this Plan, Holders of Claims or Equity Interests against the Debtors are not barred or otherwise enjoined by the Plan from pursuing any recovery against Persons that are not the Debtors.**

10.3 No Modification of Res Judicata Effect.

The provisions of this Article 10 are not intended, and shall not be construed, to modify the *res judicata* effect of any order entered in the Chapter 11 Cases, including, without limitation, the Sale Order, the Confirmation Order and any order finally determining Professional Fee Claims to any Professional.

10.4 Exculpation.

To the extent permitted by section 1125(e) of the Bankruptcy Code, as of the Effective Date, the Debtors, the CRO, the Plan Administrator and any of their respective current or former members, directors, officers, managers, employees, consultants, agents (acting in such capacity), advisors, attorneys or representatives of any professionals employed by any of them shall neither have nor will incur any liability to any Person or entity any action taken or omitted to be taken in connection with or related to the formulation, preparation, dissemination, implementation, confirmation, or consummation of the Plan, the Disclosure Statement, the Sale Order, the APA, the Sale Transaction or any contract, release, or other agreement or document created or entered into, or any other action taken or omitted to be taken in connection with the Plan, the administration of the Plan or property to be distributed pursuant to the Plan and actions taken or omitted to be taken in connection with the Chapter 11 Cases or the operations, monitoring, or administration of the Debtors during the Chapter 11 Cases, except for, as found by Final Order: (i) fraud, gross negligence, willful misconduct, criminal conduct, misuse of confidential information that causes damages, or ultra vires acts, and in all respects such parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan; and (ii) solely in the case of attorneys, to the extent that such exculpation would violate any applicable professional disciplinary rules, including Rule 1.8(h)(1) of the New York Rules of

Professional Conduct and Disciplinary Rule 6-102 of the Code of Professional Conduct.

10.5 No Discharge.

Pursuant to section 1141(d)(3) of the Bankruptcy Code, the Confirmation Order will not discharge the Debtors of any debts.

ARTICLE XI - CONFIRMABILITY AND SEVERABILITY OF THE PLAN.

11.1 Right to Amend, Modify or Withdraw Plan.

(a) The Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan at any time prior to the Confirmation Date. This Plan may be withdrawn or modified by the Debtors at any time prior to the Confirmation Date. The Debtors may modify the Plan in any manner consistent with section 1127 of the Bankruptcy Code prior to substantial consummation thereof. Upon request by the Plan Administrator, the Plan may be modified after substantial consummation with the approval of the Bankruptcy Court, provided that such modification does not affect the essential economic treatment of any Person that objects in writing to such modification.

(b) If the Debtors revoke or withdraw the Plan, then nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtors, or to prejudice in any manner the rights of the Debtors or any Persons in any further proceedings involving the Debtors. A determination by the Bankruptcy Court that the Plan, as it applies to the Debtors, is not confirmable pursuant to section 1129 of the Bankruptcy Code shall not limit or affect the Debtors' ability to modify the Plan to satisfy the confirmation requirements of section 1129 of the Bankruptcy Code.

11.2 Consensual Confirmation.

Each of the requirements of section 1129(a) of the Bankruptcy Code must be satisfied in order to confirm the Plan. Votes will be solicited as to each Debtor and the tabulation of votes will be as to each Debtor.

11.3 Cramdown.

With respect to any Impaired Class of Claims that votes to reject the Plan in accordance with section 1129(a) of the Bankruptcy Code, the Debtors request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code with respect to such rejecting Classes, in which case or cases, the Plan shall constitute a motion for such relief. The Debtors reserve the right to alter, amend, modify, revoke or withdraw the Plan, the Plan Supplement or otherwise to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

11.4 Severability.

In the event that any provision of the Plan is determined to be unenforceable, such determination shall not limit or affect the enforceability and operative effect of any other provisions of the Plan. To the extent that any provision of the Plan would, by its inclusion in the Plan, prevent or preclude the Bankruptcy Court from entering the Confirmation Order, the Bankruptcy Court, on the request of the Debtors, may modify or amend such provision, in whole or in part, as necessary to cure any defect or remove any impediment to the confirmation of the Plan existing by reason of such provision.

ARTICLE XII- MISCELLANEOUS ADMINISTRATIVE PROVISIONS

12.1 Retention of Jurisdiction.

From the Confirmation Date until entry of a final decree closing the Debtors' Chapter 11 Cases pursuant to section 350 of the Bankruptcy Code and Bankruptcy Rule 3022, the Bankruptcy Court shall retain such jurisdiction as is legally permissible over the Chapter 11 Cases for the following purposes:

(a) to determine any motion, adversary proceeding, Avoidance Action, application, contested matter, or other litigated matter pending on or commenced after the Confirmation Date;

(b) to hear and determine applications for the assumption or rejection of Executory Contracts and the allowance, estimation, or payment of Claims resulting therefrom;

(c) to ensure that Distributions to Holders of Allowed Claims are accomplished as provided herein and to adjudicate any and all disputes arising from or relating to Distributions under the Plan;

(d) to hear and determine objections to the allowance of Claims, whether filed, asserted, or made before or after the Effective Date, including, without limitation, to hear and determine objections to the classification of Claims and the allowance or disallowance of Disputed Claims, in whole or in part;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim;

(f) to enter, implement, or enforce such Orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to determine any matter (i) under the APA; (ii) in connection with the Sale Transaction; or (iii) the Sale Order;

(h) to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any

Person with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(i) to hear and determine any motion to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(j) to hear and determine all Professional Fee Claims;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Plan Supplement, the Confirmation Order or any transactions or payments contemplated hereby or thereby, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(l) to take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate the Plan, including any injunction or exculpation provisions set forth herein or the Plan Administrator Agreement or to maintain the integrity of the Plan following consummation;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

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

(o) to enter a final decree closing the Chapter 11 Cases;

(p) to recover all Assets of the Debtors and property of the Estates, wherever located;

(q) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any statute or legal theory;

(r) to hear and determine any matters for which jurisdiction was retained by the Bankruptcy Court pursuant to prior orders; and

(s) to hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code, title 28 of the United States Code, and other applicable law.

12.2 Jurisdiction by Courts Other Than the Bankruptcy Court.

If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Chapter 11 Cases,

including with respect to the matters set forth in this Article, this Article shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

12.3 Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or the Plan, the laws of the State of New York applicable to contracts executed in such State by residents thereof and to be performed entirely within such State shall govern the construction and implementation of the Plan and any agreements, documents and instruments executed in connection with this Plan.

12.4 Continuing Effect of Sale Order.

Notwithstanding anything in the Plan to the contrary, the Sale Order and any and all related documents shall be modified, limited or amended by the Plan.

12.5 Effectuating Documents and Further Transactions.

The Debtors or the Plan Administrator, as applicable, shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents and take such action as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

12.6 No Admission.

Notwithstanding anything herein to the contrary, nothing contained in the Plan or the Disclosure Statement shall be deemed as an admission by any Person with respect to any matter set forth herein.

12.7 Payment of Statutory Fees.

All U.S. Trustee Fees due as of the Confirmation Date, shall be paid on the Effective Date. Any U.S. Trustee Fees accruing after the Confirmation Date shall be paid in accordance with the Plan.

12.8 Disposal of Books and Records.

The Plan Administrator's right to seek authorization from the Bankruptcy Court for the destruction of books and records prior to the expiration of any statutory period requiring that such records be maintained are preserved.

12.9 Binding Effect.

The rights, benefits, and obligations of any Person named or referred to in the Plan, or whose actions may be required to effectuate the terms of the Plan, shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor,

or assign of such Person (including, but not limited to, any trustee appointed for the Debtor under chapter 7 or 11 of the Bankruptcy Code), whether or not they have accepted the Plan. The Confirmation Order shall provide that the terms and provisions of the Plan and the Confirmation Order shall survive and remain effective after entry of any order which may be entered converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, and the terms and provisions of the Plan shall continue to be effective in this or any superseding case under the Bankruptcy Code.

12.10 Substantial Consummation.

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

12.11 Confirmation Order and Plan Control.

To the extent the Confirmation Order and/or the Plan is inconsistent with the Disclosure Statement or any other agreement entered into between the Debtors and any third party, the Plan shall control over the Disclosure Statement and any previous agreements and the Confirmation Order shall control over the Plan.

12.12 Notices.

Except as otherwise specified in the Plan, all notices, requests and demands in connection with the Plan shall be in writing and shall be deemed to have been given when received or, if mailed, five (5) days after the date of mailing. All communications shall be deemed sent if sent to the Debtors at the following address:

For the Debtors:

Myron R. Lottman
Cocoa Services, LLC and Morgan Drive Associates, LLC
Chief Restructuring Officer
Deloitte Transaction and Business Analytics LLP
30 Rockefeller Plaza, 41st Floor
New York, NY 10112-0015

With a copy to (which shall not constitute service):

Klestadt Winters Jureller Southard & Stevens, LLP
200 West 41st Street, 17th Floor
New York, New York 10018
Attn: Tracy L. Klestadt, Esq. and Joseph C. Corneau, Esq.

-and-

Riker Danzig Scherer Hyland & Perretti, LLP
Headquarters Plaza
One Speedwell Avenue
Morristown, New Jersey
Attn: Joseph L. Schwartz, Esq. and Tara J. Schellhorn, Esq.

Dated: New York, New York
January 12, 2018

COCOA SERVICES, L.L.C. and MORGAN DRIVE ASSOCIATES, L.L.C.

By: */s/ Bernd Herrmann*
Bernd Herrmann
Authorized Officer

Approved as to Form:

KLESTADT WINTERS JURELLER SOUTHARD & STEVENS, LLP

/s/ Tracy L. Klestadt
Tracy L. Klestadt
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-and-

RIKER DANZIG SCHERER HYLAND & PERRETTI LLP
Joseph L. Schwartz (admitted *Pro Hac Vice*)
Tara J. Schellhorn
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Headquarters Plaza, One Speedwell Avenue
Morristown, New Jersey 07960
Telephone: (973) 538-0800
Facsimile: (973) 538-1984

Attorneys for the Debtors and Debtors-in-Possession

Exhibit B

Liquidation Analysis as of January 2018 (Chapter 11 Scenario)

Cocoa Services LLC and Morgan Drive Associates LLC

	Cocoa Services LLC	Morgan Drive Associates LLC
Cash	6,070,028.92	1,902,492.04
Estimated Distribution from Morgan Drive Associates LLC Liquidation	1,597,915.40	
Estimate of cash from other sources	497,947.89	-
Cash Available for Distribution to Creditors	8,165,892.21	1,902,492.04
Secured Claims*		
Bank of the West -- Pre-Petiton Principal & Interest	(5,308,526.09)	
Bank of the West -- Post-Petition Interest	(127,000.00)	
Bank of the West Legal Fees	(265,000.00)	
Cash Available for Priority Tax Claims, Administrative Claims and Unsecured Creditors	2,465,366.12	1,902,492.04
Total Priority Tax Claims	(1,000.00)	
Cash Available for Administrative Claims and Unsecured Creditors	2,464,366.12	1,902,492.04
Administrative Claims		
Estimated Professional Fees/Restructuring Costs Through Effective Date	(368,480.65)	(124,517.95)
Post-Petition Vendors and other providers	(40,000.00)	(21,821.51)
503 (b) (9) Claims**	-	
US Trustee Fees	(4,875.00)	(325.00)
Proceeds available to Unsecured Creditors upon Confirmation	2,051,010.47	1,755,827.58
Plan Administrator Fees/Professional Fees	(93,750.00)	(31,250.00)
Proceeds Available for Unsecured Claims (Cocoa Services Classes 3-5 and Morgan Drive Classes 1-3)	1,957,260.47	1,724,577.58
Total Unsecured Claims	11,147,377.27	1,981,330.31
% Payout	17.56%	87.04%

Liquidation Analysis as of January 2018 (Chapter 7 Scenario)

Cocoa Services LLC and Morgan Drive Associates LLC

	Cocoa Services LLC	Morgan Drive Associates LLC
Cash	6,070,028.92	1,902,492.04
Estimated Distribution from Morgan Drive Associates LLC Liquidation	1,482,991.80	
Estimate of cash from other sources	497,947.89	
Cash Available for Distribution to Creditors	8,050,968.61	1,902,492.04
Secured Claims*		
Bank of the West -- Pre-Petiton Principal & Interest	(5,308,526.09)	
Bank of the West -- Post-Petition Interest	(127,000.00)	
Bank of the West Legal Fees	(265,000.00)	
Cash Available for Priority Tax Claims, Administrative Claims and Unsecured Creditors	2,350,442.52	1,902,492.04
Total Priority Tax Claims	(1,000.00)	
Cash Available for Administrative Claims and Unsecured Creditors	2,349,442.52	1,902,492.04
Administrative Claims		
Estimated Professional Fees/Restructuring Costs Through Effective Date	(368,480.65)	(124,517.95)
Post-Petition Vendors and other providers	(40,000.00)	(21,821.51)
503 (b) (9) Claims**	-	
US Trustee Fees	(4,875.00)	(325.00)
Proceeds available to Unsecured Creditors upon Confirmation	1,936,086.87	1,755,827.58
Chapter 7 Trustee Fees and Expenses	(225,000.00)	(75,000.00)
Chapter 7 Commissions	(264,779.06)	(80,324.76)
Proceeds Available for Unsecured Claims (Cocoa Services Classes 3-5 and Morgan Drive Classes 1-3)	1,446,307.81	1,600,502.82
Total Unsecured Claims	11,147,377.27	1,981,330.31
% Payout	12.97%	80.78%

*For purposes of the Liquidation Analysis, the estimated amount of the Secured Lender's Claim is based upon amount of the Secured Lender's Claim set forth in Cocoa Services' Schedules plus post-petition interest, fees and expenses. Depending on the outcome of the TCG Lien Challenge Action and the allowance of any amounts due to the Secured Lender pursuant to section 506(b) of the Bankruptcy Code, the amount of the Secured Lender's Claim may change. The Debtors reserve any and all rights in connection with amoutns sought by the Secured Lender pursuant to section 506(b) of the Bankruptcy Code.

**While several Claims have been filed against Cocoa Services asserting prioirty pursuant to section 503(b)(9) of the Bankruptcy Code, Cocoa Services does not believe these Claims assert valid priority status and Cocoa Services intends to file objections to the Claims.