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ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	)	Chapter 11 Cases
)	
STRINGER FARMS, INC.,	)	Case No. 16-44821-rfn11
CHARLES BLAKE STRINGER,	)	Case No. 16-44871-rfn11
)	
Debtors.	)	Jointly Administered Under
	)	Case No. 16-44821-rfn11

**DISCLOSURE STATEMENT PURSUANT TO SECTION 1125 OF THE UNITED STATES
BANKRUPTCY CODE WITH RESPECT TO THE JOINT PLAN OF REORGANIZATION OF
STRINGER FARMS, INC. AND CHARLES BLAKE STRINGER**

Dated: August 31, 2017.

Stringer Farms, Inc. ("SFI") and Charles Blake Stringer ("Stringer" and, together with SFI, the "Debtors"), the debtors and debtors-in-possession in the above-captioned chapter 11 cases, hereby submit this Disclosure Statement Pursuant to Section 1125 of the United States Bankruptcy Code with Respect to the Joint Plan of Reorganization of Stringer Farms, Inc. and Charles Blake Stringer (the "Disclosure Statement"). This Disclosure Statement is to be used in connection with the solicitation of votes on the Joint Plan of Reorganization of Stringer Farms, Inc. and Charles Blake Stringer dated August 30, 2017 (the "Plan"). A copy of the Plan is attached hereto as **Exhibit "A"**. Unless otherwise defined herein, terms used herein have the meanings ascribed thereto in the Plan (see Article I of the Plan).

For a general summary of the proposed treatment of Claims or Interests under the Plan, please see the chart below.

I. NOTICE TO HOLDERS OF CLAIMS

A. Generally

The purpose of this Disclosure Statement is to enable Creditors whose Claims are impaired to make an informed decision in exercising their right to vote to accept or reject the Plan.

THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PLAN. PLEASE READ THIS DOCUMENT WITH CARE.

On _____, 2017, the Bankruptcy Court entered an order pursuant to section 1125 of the Bankruptcy Code (the "Disclosure Statement Order") approving this Disclosure Statement as containing information of a kind, and in sufficient detail, adequate to enable a hypothetical, reasonable investor, typical of the solicited holders of Claims against the Debtors, to make an informed judgment with respect to the acceptance or rejection of the Plan. A copy of the Disclosure Statement Order is included in the materials accompanying this Disclosure Statement. APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE A DETERMINATION BY THE BANKRUPTCY COURT REGARDING THE FAIRNESS OR MERITS OF THE PLAN.

The statements contained in the Disclosure Statement are made as of the date hereof unless another time is specified, and neither delivery of the Disclosure Statement nor any exchange of rights made in connection with the Plan shall, under any circumstances, create an implication that there has not been any change in the information set forth herein since the date the Disclosure Statement and the materials relied on in preparation of the Disclosure Statement were compiled.

For the convenience of Creditors and parties in interest, this Disclosure Statement summarizes the terms of the Plan, but the Plan itself qualifies all summaries. This Disclosure Statement is qualified in its entirety by the terms of the Plan. If any inconsistency exists between the Plan and the Disclosure Statement, the terms of the Plan are controlling.

Each Claimant should consult the Claimant's individual attorney, accountant and/or financial advisor as to the effect of the Plan on such Claimant.

Each holder of a Claim entitled to vote to accept or reject the Plan should read this Disclosure Statement and the Plan in their entirety before voting. No solicitation of votes to accept

or reject the Plan may be made except pursuant to this Disclosure Statement and section 1125 of the Bankruptcy Code. Except for the Debtors and their professionals, no person has been authorized to use or promulgate any information concerning the Debtors, their businesses, or the Plan, other than the information contained herein, in connection with the solicitation of votes to accept or reject the Plan. No holder of a Claim entitled to vote on the Plan should rely upon any information relating to the Debtors, their businesses, or the Plan other than that contained in this Disclosure Statement and the exhibits hereto. Unless otherwise indicated, the source of all information set forth herein is the Debtors.

The Disclosure Statement may not be relied on for any purpose other than to determine whether to vote in favor of or against the Plan and related options and elections, and nothing contained herein shall constitute an offer to sell or purchase a security as defined by state or Federal securities law or 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 evidence of the tax or other legal effects of the reorganization of the Debtors on holders of Claims or Interests. Certain of the information contained in the Disclosure Statement, by its nature, is forward looking, contains estimates and assumptions which may prove to be wrong, and contains forecasts which may prove to be wrong or which may be materially different from actual results.

After carefully reviewing this Disclosure Statement, including the attached exhibits, please indicate your acceptance or rejection of the Plan by voting in favor of or against the Plan on the enclosed Ballot and returning the same to the address set forth on the Ballot, in the enclosed return envelope so that it will be received by no later than **5:00 P.M., CENTRAL TIME, ON** _____, **201**__.

If you do not vote to accept the Plan, or if you are the holder of an unimpaired Claim or Interest, you may be bound by the Plan if it is accepted by the requisite holders of Claims or Interests. See "Confirmation of the Plan – Solicitation of Votes; Vote Required for Class Acceptance" beginning on page 47 and "Cramdown" beginning on page 51 of this Disclosure Statement.

TO BE SURE YOUR BALLOT IS COUNTED, YOUR BALLOT MUST BE RECEIVED NO LATER THAN 5:00 P.M., CENTRAL TIME, ON _____, **201**__. For detailed voting instructions and the name, address, and phone number of the person you may contact if you have questions regarding the voting procedures, see "Confirmation of the Plan – Solicitation of Votes; Voting Procedures – Parties In Interest Entitled to Vote" beginning on page 47 of this Disclosure Statement.

Pursuant to section 1128 of the Bankruptcy Code, the Bankruptcy Court has scheduled a hearing to consider confirmation of the Plan (the "Confirmation Hearing"), on _____, 201__ at _____m., Central Time, in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division. The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan be filed and served on or before _____, 201__, in the manner described under the caption, "Confirmation of the Plan – Confirmation Hearing" beginning on page 48 of this Disclosure Statement.

THE DEBTORS SUPPORT CONFIRMATION OF THE PLAN AND URGE ALL HOLDERS OF IMPAIRED CLAIMS TO VOTE TO ACCEPT THE PLAN.

B. Summary of Treatment under the Plan

The following is an estimate of the numbers and amounts of classified Claims and Interests to receive treatment under the Plan, and a summary of the proposed treatment of such Claims and Interests under the Plan. Reference should be made to the entire Disclosure Statement and to the Plan for a complete description of the classification and treatment of Claims and Interests.

The Bar Date for filing proofs of Claim in the Debtors' chapter 11 cases was May 4, 2017. The table below is drawn from the Debtors' Schedules and filed proofs of Claim. The final universe of Claims, as actually Allowed, may differ from this table.

Class	Treatment
<p><u>Class 1</u> – Zions Secured Claims</p> <p>Estimated Amount: \$10,650,000</p> <p>Number of Holders: 1</p>	<p>Impaired</p> <p>The Zions Secured Claims shall be paid and treated as follows:</p> <p>(a) The Zions Secured Claim based on Zions Note 1 shall be paid and treated as follows:</p> <p>(i) The Zions Secured Claim based on Zions Note 1 shall bear interest from and after Stringer's Petition Date through the Effective Date at the non-default contract rate of interest as set forth and calculated in Zions Note 1.</p> <p>(ii) The Zions Secured Claim based on Zions Note 1 shall bear interest from and after the Effective Date at the non-default contract rate of interest as set forth and calculated in Zions Note 1.</p> <p>(iii) The Allowed amount of the Zions Secured Claim based on Zions Note 1 as of the Effective Date, which shall include all unpaid principal, accrued interest and Collection Costs, to the extent Allowed, shall be paid in full as follows: (A) beginning with an installment payment on July 1, 2018, the Reorganized Debtors shall make semi-annual installment payments in substantially equal amounts including both principal and interest on July 1 and January 1 of each year, with the last such semi-annual installment payment being due and payable on January 1, 2045; and (B) the Reorganized Debtors shall make a final installment payment in an amount substantially equal to the semi-annual installment payments on April 1, 2045, at which time all remaining unpaid principal and accrued interest shall be due and payable.</p> <p>(iv) The holder of the Zions Secured Claim based on Zions Note 1 shall retain its Liens on its</p>

Class	Treatment
	<p>Collateral securing payment of Zions Note 1 until the Zions Secured Claim based on Zions Note 1 is paid in full and such Liens shall be subordinate only to: (A) any Liens securing payment of Property Taxes assessed against such Collateral, to the extent that applicable nonbankruptcy law grants priority to such Liens; and (B) the Liens granted to the Exit Lender(s) to secure repayment of the New Term Loan.</p> <p>(v) All Distributions required under the Plan on account of Zions Note 1 shall be made by the Reorganized Debtors.</p> <p>(b) The Zions Secured Claim based on Zions Note 2 shall be paid and treated as follows:</p> <p>(i) The Zions Secured Claim based on Zions Note 2 shall bear interest from and after SFI's Petition Date through the Effective Date at the non-default contract rate of interest as set forth and calculated in Zions Note 2.</p> <p>(ii) The Zions Secured Claim based on Zions Note 2 shall bear interest from and after the Effective Date at the non-default contract rate of interest as set forth and calculated in Zions Note 2.</p> <p>(iii) The Allowed amount of the Zions Secured Claim based on Zions Note 2 as of the Effective Date, which shall include all unpaid principal, accrued interest and Collection Costs, to the extent Allowed, shall be paid in full as follows: (A) beginning with an installment payment on July 1, 2018, the Reorganized Debtors shall make semi-annual installment payments of accrued interest only on July 1 and January 1 of each year, with the last such semi-annual installment payment of accrued interest only being due and payable on January 1, 2020; and (B) beginning with an installment payment on July 1, 2020, the Reorganized Debtors shall make semi-annual installment payments in substantially equal amounts including both principal and interest on July 1 and January 1 of each year, with the last such semi-annual installment payment being due and payable on July 1, 2045, at which time all remaining unpaid principal and accrued interest shall be due and payable.</p>

Class	Treatment
	<p>(iv) The holder of the Zions Secured Claim based on Zions Note 2 shall retain its Liens on its Collateral securing payment of Zions Note 2 until the Zions Secured Claim based on Zions Note 2 is paid in full and such Liens shall be subordinate only to: (A) any Liens securing payment of Property Taxes assessed against such Collateral, to the extent that applicable nonbankruptcy law grants priority to such Liens; and (B) the Liens granted to the Exit Lender(s) to secure repayment of the New Term Note.</p> <p>(v) All Distributions required under the Plan on account of Zions Note 2 shall be made by the Reorganized Debtors.</p> <p>Estimated Recovery: 100%</p>
<p><u>Class 2 – Wells Fargo Secured Claims</u></p> <p>Estimated Amount: \$1,300,000</p> <p>Number of Holders: 1</p>	<p>Impaired</p> <p>The Wells Fargo Secured Claims shall be paid and treated as follows:</p> <p>(a) The Wells Fargo Secured Claims shall bear interest from and after the Effective Date until paid in full at the Plan Rate.</p> <p>(b) The Wells Fargo Secured Claims shall be amortized over 120 months in substantially equal payments. The Reorganized Debtors shall make annual installment payments to Wells Fargo based on such amortization on November 1 of each year, beginning with a first installment payment due on November 1, 2018. Such annual installment payments shall continue until the first Business Day that is at least 84 months after the Effective Date, upon which date the Reorganized Debtors shall pay to Wells Fargo the full remaining unpaid balance of all principal and accrued interest owing on account of the Allowed Wells Fargo Secured Claims.</p> <p>(c) Wells Fargo shall retain its Liens on its Collateral until the Wells Fargo Secured Claims are paid in full.</p> <p>(d) The amount, if any, by which the total amount of Wells Fargo's Allowed Claims exceeds the amount of the Allowed Wells Fargo Secured Claims shall constitute Class 9 Unsecured (General)</p>

Class	Treatment
	<p>Claims and shall be paid as set forth in subsection 4.9 of the Plan.</p> <p>Estimated Recovery: 100%</p>
<p><u>Class 3 – WFFLI Secured Claims</u></p> <p>Estimated Amount: \$950,000</p> <p>Number of Holders: 1</p>	<p>Impaired</p> <p>The WFFLI Secured Claims shall be paid and treated as follows:</p> <p>(a) The WFFLI Secured Claims shall bear interest from and after the Effective Date until paid in full at the Plan Rate.</p> <p>(b) The WFFLI Secured Claims shall be amortized over 120 months in substantially equal payments. The Reorganized Debtors shall make annual installment payments to WFFLI based on such amortization on November 1 of each year, beginning with a first installment payment due on November 1, 2018. Such annual installment payments shall continue until the first Business Day that is at least 84 months after the Effective Date, upon which date the Reorganized Debtors shall pay to WFFLI the full remaining unpaid balance of all principal and accrued interest owing on account of the Allowed WFFLI Secured Claims.</p> <p>(c) WFFLI shall retain its Liens on its Collateral until the WFFLI Secured Claims are paid in full.</p> <p>(d) The amount, if any, by which the total amount of WFFLI's Allowed Claims exceeds the amount of the Allowed WFFLI Secured Claims shall constitute Class 9 Unsecured (General) Claims and shall be paid as set forth in subsection 4.9 of the Plan.</p> <p>Estimated Recovery: 100%</p>
<p><u>Class 4 – Caterpillar Secured Claim</u></p> <p>Estimated Amount: \$22,000</p> <p>Number of Holders: 1</p>	<p>Impaired</p> <p>The Caterpillar Secured Claim shall be paid and treated as follows:</p> <p>(a) The Caterpillar Secured Claim shall bear interest from and after the Effective Date until paid in full at the Plan Rate.</p> <p>(b) The Caterpillar Secured Claim shall be amortized over 120 months in substantially equal</p>

Class	Treatment
	<p>payments. The Reorganized Debtors shall make annual installment payments to Caterpillar based on such amortization on November 1 of each year, beginning with a first installment payment due on November 1, 2018. Such annual installment payments shall continue until the first Business Day that is at least 84 months after the Effective Date, upon which date the Reorganized Debtors shall pay to Caterpillar the full remaining unpaid balance of all principal and accrued interest owing on account of the Allowed Caterpillar Secured Claim.</p> <p>(c) Caterpillar shall retain its Lien on its Collateral until the Caterpillar Secured Claim is paid in full.</p> <p>(d) The amount, if any, by which the total amount of Caterpillar's Allowed Claim exceeds the amount of the Allowed Caterpillar Secured Claim shall constitute a Class 9 Unsecured (General) Claim and shall be paid as set forth in subsection 4.9 of the Plan.</p> <p>Estimated Recovery: 100%</p>
<p><u>Class 5</u> – FNMA Secured Claim</p> <p>Estimated Amount: \$406,000</p> <p>Number of Holders: 1</p>	<p>Unimpaired</p> <p>The FNMA Secured Claim shall be paid and treated as follows:</p> <p>(a) On the Effective Date, Stringer shall pay to FNMA any and all amounts past due and owing pursuant to the terms of the relevant loan documents.</p> <p>(b) From and after the Effective Date, Stringer shall make payments to FNMA in the amounts specified, and in accordance with the terms of, the relevant loan documents until the FNMA's Allowed Claim has been paid in full.</p> <p>(c) FNMA shall retain its Lien on its Collateral until the FNMA's Allowed Claim has been paid in full.</p> <p>Estimated Recovery: 100%</p>
<p><u>Class 6</u> – Ally Bank Secured Claim</p> <p>Estimated Amount: \$41,000</p>	<p>Unimpaired</p> <p>The Ally Bank Secured Claim shall be paid and treated as follows:</p>

Class	Treatment
<p>Number of Holders: 1</p>	<p>(a) On the Effective Date, Stringer shall pay to Ally Bank any and all amounts past due and owing pursuant to the terms of the relevant loan documents.</p> <p>(b) From and after the Effective Date, Stringer shall make payments to Ally Bank in the amounts specified, and in accordance with the terms of, the relevant loan documents until Ally Bank's Allowed Claim has been paid in full.</p> <p>(c) Ally Bank shall retain its Lien on its Collateral until Ally Bank's Allowed Claim has been paid in full.</p> <p>Estimated Recovery: 100%</p>
<p><u>Class 7 – Secured Property Tax Claims</u></p> <p>Estimated Amount: \$63,000</p> <p>Number of Holders: 3</p>	<p>Unimpaired</p> <p>Except to the extent that the holder of a Secured Property Tax Claim and the Debtors or Reorganized Debtors agree otherwise in writing, any Allowed Secured Property Tax Claim shall be paid and treated as follows:</p> <p>(a) Interest on each Allowed Secured Property Tax Claim shall accrue as follows: (i) for the postpetition period beginning on the date any portion of the tax underlying the Allowed Secured Property Tax Claim was, became or becomes delinquent under state law, and to the extent of such delinquency, and continuing through the Effective Date, interest shall accrue at the applicable statutory rate of interest determined under nonbankruptcy law in compliance with section 511 of the Bankruptcy Code; and (ii) for the period beginning on the day after the Effective Date and continuing through the day on which such Allowed Secured Property Tax Claim is paid in full, interest shall accrue on the unpaid tax at the applicable statutory rate of interest determined under nonbankruptcy law in compliance with sections 511 and 1129 of the Bankruptcy Code, determined during the month in which the Confirmation Date occurs.</p> <p>(b) Any Allowed Secured Property Tax Claim shall be paid in full by the Reorganized Debtors on the Initial Distribution Date.</p> <p>(c) Each holder of an Allowed Secured Property</p>

Class	Treatment
	<p>Tax Claim shall retain its Lien on its Collateral until its Allowed Secured Property Tax Claim is paid in full.</p> <p>Estimated Recovery: 100%</p>
<p><u>Class 8 – Other Secured Claims</u></p> <p>Estimated Amount: unknown</p> <p>Number of Holders: unknown</p>	<p>Impaired</p> <p>Secured Claims, other than the Sandton DIP Loan Claim and Secured Claims included in Classes 1, 2, 3, 4, 5, 6 and 7 shall be paid and treated as follows:</p> <p>Each holder of a Secured Claim not included in Classes 1, 2, 3, 4, 5, 6 and 7 shall be placed within a separate subclass of this Class 8. Each such Class 8 Claim shall, for purposes of accepting or rejecting the Plan and for receiving Distributions under the Plan, be treated as though in a separate Class. A Claim shall be treated as a Class 8 Secured Claim only to the extent of the greater of the amount of the Allowed Claim or the value of the Collateral securing such Claim as determined by the Bankruptcy Court. As to each holder of a Class 8 Secured Claim, the Reorganized Debtors may either (i) object to the Claim, (ii) return the Collateral in full satisfaction of such Secured Claim, (iii) pay cash in an amount equivalent to the lesser of the value of the Collateral or the full amount of the Secured Claim, (iv) allow the Secured Claimant to offset in satisfaction of its Claim, (v) file a Valuation Motion to determine the value of the Claimant's Collateral, or (vi) provide such other treatment as may be agreed to in writing by such holder of the Secured Claim and the Reorganized Debtors. In the event that any such Claimant's total Allowed Claim exceeds the value of the Collateral, any such excess (exclusive of postpetition interest, fees or other charges that such Secured Creditor could otherwise assert) shall constitute an Unsecured (General) Claim for purposes of the Plan, unless such Claimant has elected treatment pursuant to section 1111(b) of the Bankruptcy Code and in accordance with Bankruptcy Rule 3014. The Reorganized Debtors shall, at their sole discretion, determine whether the treatment afforded will be a return of the Collateral or payment in cash. Any Lien held by any holder of a Class 8 Secured Claim against the Assets shall be deemed released as of</p>

Class	Treatment
	the Effective Date.
<p><u>Class 9</u> – Unsecured (General) Claims</p> <p>Estimated Amount: \$6,750,000</p> <p>Estimated Number of Holders: 40</p>	<p>Impaired</p> <p>The holders of Unsecured (General) Claims shall be paid and treated as follows:</p> <p>(a) In full, final and complete satisfaction of its Allowed Unsecured (General) Claim, each holder of an Allowed Class 9 Claim shall receive Distributions, in the aggregate, totaling twenty-five percent (25%) of the Allowed amount of such Allowed Class 9 Claim (the “<u>Full Payment Amount</u>”), without interest.</p> <p>(b) The Distributions to holders of Allowed Class 9 Claims shall be calculated and made as follows: The Full Payment Amount shall be amortized over 240 months in substantially equal payments. The Reorganized Debtors shall make an annual installment payment to each holder of an Allowed Unsecured (General) Claim based on such amortization on November 1 of each year, beginning with a first installment payment due on November 1, 2018. Such annual installment payments shall continue until the first Business Day that is at least 84 months after the Effective Date, upon which date the Reorganized Debtors shall pay to each holder of an Allowed Unsecured (General) Claim the full remaining unpaid balance of the Full Payment Amount.</p> <p>Estimated Recovery: 25%</p>
<p><u>Class 10</u> – Interests in SFI</p> <p>Number of Holders: 1</p>	<p>Unimpaired</p> <p>Class 10 consists of all Interests in SFI, which are owned by Stringer. Stringer shall retain his Interests in SFI.</p>

The total universe of Claims, as ultimately Allowed, may be greater or smaller than as reflected in the above analysis.

II. EXPLANATION OF CHAPTER 11

A. Overview of Chapter 11

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Pursuant to chapter 11, the debtor-in-possession attempts to reorganize its business for the benefit of the

debtor, its creditors, and other parties in interest. The present chapter 11 cases commenced with the filing of voluntary chapter 11 petitions by SFI and Stringer on December 14, 2016 and December 20, 2016, respectively.

The commencement of a chapter 11 case creates an estate comprising all the legal and equitable interests of the debtor in property as of the date the petition is filed. Sections 1101, 1107, and 1108 of the Bankruptcy Code provide that a debtor may continue to operate its business and remain in possession of its property as a “debtor in possession” unless the bankruptcy court orders the appointment of a trustee. In the present chapter 11 cases, the Debtors have remained in possession of their property and have continued to operate their businesses as debtors-in-possession.

The filing of a chapter 11 petition also triggers the automatic stay provisions of the Bankruptcy Code. Section 362 of the Bankruptcy Code provides, *inter alia*, for an automatic stay of all attempts to collect pre-petition claims from the debtor or otherwise interfere with its property or business. Except as otherwise ordered by the bankruptcy court, the automatic stay remains in full force and effect until the effective date of a confirmed plan of reorganization.

The formulation of a plan of reorganization is the principal purpose of a chapter 11 case. The plan sets forth the means for satisfying the claims against and interests in the debtor. Generally, unless a trustee is appointed, only the debtor may file a plan during the first 120 days of a chapter 11 case (the “Filing Period”). However, section 1121(d) of the Bankruptcy Code permits the court to extend or reduce the Filing Period upon a showing of “cause.” After the Filing Period has expired, a creditor or any other party in interest may file a plan, unless the debtor has filed a plan within the Filing Period, in which case, the debtor is generally given 60 additional days (the “Solicitation Period”) during which it may solicit acceptances of its plan. The Solicitation Period may also be extended or reduced by the court upon a showing of “cause.”

B. Plan of Reorganization

Although referred to as a plan of reorganization, a plan may provide anything from a complex restructuring of a debtor's business and its related obligations to a simple liquidation of the debtor's assets. In these chapter 11 cases, the Plan, as proposed by the Debtors, provides for continuation of the Debtors' businesses through new entities to be formed on or before the Effective Date, which will be owned and managed by Stringer, and restructuring of the Debtors' debts.

After a plan of reorganization has been filed, the holders of impaired claims against or interests in a debtor are permitted to vote to accept or reject the plan. Before soliciting acceptances of the proposed plan, section 1125 of the Bankruptcy Code requires the debtor to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment about the plan. This Disclosure Statement is presented to holders of Claims against the Debtor to satisfy the requirements of section 1125 of the Bankruptcy Code.

If all classes of claims and interests accept a plan of reorganization, the bankruptcy court may nonetheless still not confirm the plan unless the court independently determines that the requirements of section 1129 of the Bankruptcy Code have been satisfied. Section 1129 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 and

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 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 the applicable requirements of section 1129(a) of the Bankruptcy Code, including, in particular, the "best interests of creditors" test and the "feasibility" requirement. The Debtors support confirmation of the Plan and urge all holders of impaired Claims to accept the Plan.

Chapter 11 does not require that each holder of a claim against or interest in a debtor vote in favor of a plan of reorganization in order for the bankruptcy court to confirm the plan. At a minimum, however, the plan must be accepted by a majority in number and two-thirds in amount of those claims actually voting in at least one class of impaired claims under the plan. The Bankruptcy Code also defines acceptance of the plan by a class of interests (equity securities) as acceptance by holders of two-thirds of the number of shares actually voting. In the present case, only the holders of Claims who actually vote will be counted as either accepting or rejecting the Plan.

In addition, classes of claims or interests that are not "impaired" under a plan of reorganization are conclusively presumed to have accepted the plan and thus are not entitled to vote. Accordingly, acceptances of a plan will generally be solicited only from those persons who hold claims or interests in an impaired class. A class is "impaired" if the legal, equitable, or contractual rights attaching to the claims or interests of that class are modified in any way under the plan. However, if holders of the claims or interests in a class do not receive or retain any property on account of such claims or interests, then each such holder is deemed to have voted to reject the plan and does not actually cast a vote to accept or reject the plan.

Classes 1, 2, 3, 4, 8 and 9 are impaired under the Plan and the holders of Claims in such Classes are therefore entitled to vote on the Plan. Classes 5, 6, and 7 are unimpaired under the Plan and the holders of Claims in such Classes are therefore deemed to have accepted the Plan and are not entitled to vote on the Plan. Stringer, the sole holder of Class 10 Interests in SFI, shall retain his Interests in SFI under the Plan. Class 10 is therefore unimpaired and Stringer is deemed to have accepted the Plan and is not entitled to vote on the Plan.

The bankruptcy court may also confirm a plan of reorganization even though fewer than all the classes of impaired claims and interests accept it. For a plan of reorganization to be confirmed despite its rejection by a class of impaired claims or interests, the proponents 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 interests that has not accepted the plan.

Under section 1129(b) of the Bankruptcy Code, a plan is "fair and equitable" as to a class of rejecting claims if, among other things, the plan provides: (a) 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 (b) with respect to unsecured claims and interests, that the holder of any claim or interests that is junior to the claims or interests of such class will not receive or retain on account of such junior claim or interests any property at all unless the senior class is paid in full.

A plan does not “discriminate unfairly” against a rejecting class of claims if (a) 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, and (b) no senior class of claims is to receive more than 100% of the amount of the claims in such class.

III. THE DEBTORS AND THEIR BUSINESSES

A. The Debtors’ Businesses and their Management

SFI, a Texas corporation, operates a fully irrigated farm covering approximately 2,600 acres in Moore County, Texas. Stringer is the President and sole Director of SFI. Crops previously or currently grown by SFI include various types of feed and food corn, various types of wheat, and hybrid sorghum products. SFI is one of the larger seed farmers in the United States and has business relationships with many of the large seed developers in the United States, some of which relationships have existed for over 25 years.

Stringer owns, individually, additional real estate in Moore County, Texas covering approximately 4,000 acres. Approximately 1,100 acres constitutes Conservation Reserve Program lands. Stringer conducts farming operations on the remaining acreage under the dba CBS Farms. Stringer, through SFI and CBS Farms, has been involved in the research and development of many new strains and parent line hybrid plants for seed production and certain of the Debtors’ products are sold worldwide. The Debtors’ also conduct additional farming operations on certain farmland leased by them pursuant to the Nowlin Lease and Smith Lease.

In connection with the Debtors’ farming operations, Stringer employs three individuals under the dba CBS Farms, including himself. The two employees other than Stringer are a farm boss and office administrator. Each employee is paid a salary. Additional labor required in connection with the Debtors’ farming operations is obtained by Stringer through contract laborers and other independent contractors.

Stringer also operates a 39 acre feed lot in Moore County, Texas (the “Feed Lot”) through his interests in Dos Ex LP and Dos Ex LLC, neither of which are debtors in a bankruptcy case. Stringer owns 100% of the membership interests in Dos Ex LLC and owns 76% of the partnership interests in Dos Ex LP. The Feed Lot is permitted for 8,000 head of cattle and is capable of turning 15,000-20,000 head of cattle per year.

Stringer also owns 100% of the membership interests in Revelation Oil & Gas, LLC (“Revelation”), a Texas limited liability company. Revelation has previously engaged in business including the operation of oil and/or gas wells. Presently, Revelation owns certain mineral interests that provide income for Stringer, though not in a substantial amount. Stringer is also a licensed real estate broker and has previously successfully closed multiple sales involving significant amounts of farmland in the Texas panhandle. At present, Stringer’s primary business is the farming operations of the Debtors and the Feed Lot operations of Dos Ex LP and Dos Ex LLC.

B. Prepetition Financing Structure of the Debtors

Prior to the Petition Dates, the Debtors’ farming operations, as well as Dos Ex LP’s and Dos Ex LLC’s Feed Lot operations, were financed by loans made to Stringer by Wells Fargo. The loans made by Wells Fargo are evidenced by the Wells Fargo Notes. Stringer is additionally indebted to Wells Fargo pursuant to the prepetition Card Agreement. SFI guaranteed payment

of each of the Wells Fargo Notes as well as Stringer's debt to Wells Fargo under the Card Agreement.

To secure payment of the Wells Fargo Notes, the debt pursuant to the Card Agreement and SFI's obligations pursuant to its guaranty, Wells Fargo alleges that it possesses perfected security interests in and liens on various personal property of the Debtors, including all: (a) accounts and other rights to payment of every kind; (b) inventory; (c) equipment; (d) documents of title; and (e) farm products, including crops, livestock, poultry, and all supplies and feed used in the Debtors' farming operations.

Stringer also financed certain prepetition equipment purchases. The majority of debt owed on account of prepetition equipment financings is owed to WFFLI, as evidenced by the WFFLI Finance Agreements. SFI and Dos Ex LP guaranteed some, but not all, of Stringer's obligations under the WFFLI Finance Agreements. The equipment financed by WFFLI includes certain tractors, planters, generators, a plow and a spreader. Stringer also obtained financing from Caterpillar in connection with another prepetition purchase of a generator used for farming operations.

IV. FINANCIAL PROJECTIONS AND ASSUMPTIONS / FEASIBILITY

The Debtors' long term business plan and the underlying operating projections and assumptions serve as the basis for the Plan. The Debtors believe that the assumptions that underlie the projections are reasonable under the circumstances and that achieving the projections set forth herein will maximize the value of the Debtors' businesses and Assets. The Debtors' seven-year annualized operating projections for its fiscal years ending February, 2018 through February, 2025 are attached to this Disclosure Statement as **Exhibit "B"**. The Debtors' fiscal years run March 1 through February 28.

The Bankruptcy Code conditions confirmation of a plan of reorganization on, among other things, a finding that it is not likely to be followed by the liquidation or the need for further financial reorganization of a debtor. For purposes of determining whether the Plan satisfies this condition, the Debtors have analyzed their capacity to service their obligations under the Plan. Based upon this analysis and the supporting projections, the Debtors believe they will be able to make all payments and Distributions required under the Plan.

V. THE CHAPTER 11 CASES

A. Factors Leading To Filing of the Chapter 11 Cases

Pursuant to a letter dated September 23, 2016 from its counsel, Wells Fargo alleged that certain events of default had occurred under the Wells Fargo Notes, including that one of the Wells Fargo Notes had matured by its terms and not been paid in full. Such letter advised that Wells Fargo had accelerated the other two Wells Fargo Notes, and demand was made on the Debtors to immediately pay the full balance allegedly owed pursuant to the Wells Fargo Notes and the Card Agreement.

Thereafter, the Debtors engaged in negotiations with Wells Fargo in an attempt to avoid bankruptcy. During these negotiations, Wells Fargo permitted very limited use of its alleged cash collateral to pay operating expenses of the Debtors' businesses. The Debtors and Wells Fargo entered into a Temporary Forbearance Agreement dated November 10, 2016 (the "Forbearance Agreement"), but Wells Fargo declared certain defaults under the Forbearance Agreement as of

November 18, 2016 and advised that it would recommence attempts to exercise its remedies. Between the beginning of November, 2016 and commencement of SFI's bankruptcy case, Wells Fargo setoff well over \$2 million in funds. This included setoffs of funds deposited into accounts held by Stringer at Wells Fargo from the sale of harvested crops and over \$850,000 held in a commodities hedge account belonging to Stringer. As a result of Wells Fargo's actions and the severe limitations placed on the use of alleged cash collateral, bankruptcy became unavoidable. The Debtors had no option but to file these cases and obtain the protection of the Bankruptcy Code.

B. Commencement of the Chapter 11 Cases and Joint Administration

On December 14, 2016, SFI filed a voluntary petition for protection under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division. SFI's chapter 11 case was designated Case No. 16-44821-rfn11 and assigned to the Honorable Russell F. Nelms, United States Bankruptcy Judge.

On December 20, 2016, Stringer filed a voluntary petition for protection under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division. Stringer's chapter 11 case was designated Case No. 16-44871-mxm11 and assigned to the Honorable Mark X. Mullin, United States Bankruptcy Judge.

On Stringer's Petition Date, the Debtors filed their *Motion of Stringer Farms, Inc. and Charles Blake Stringer Pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and N.D. Tex. L.B.R. 1015-1 for an Order Directing Joint Administration*. The Bankruptcy Court granted such motion pursuant to an *Order Regarding Filing of Pleadings and Directing Joint Administration of Cases* entered on December 23, 2016, which directed joint administration of the Debtors' chapter 11 cases under Case No. 16-44821-rfn11 and transferred Stringer's case from the Honorable Mark X. Mullin to the Honorable Russell F. Nelms.

C. The Debtors' Professionals

The following is a list of each of the Professionals that has been employed by the Debtors in these chapter 11 cases, with a description of the role of each such Professional:

<u>Professional</u>	<u>Role of Professional</u>	<u>Status of Employment</u>
Forshey & Prostok, LLP	Bankruptcy counsel for the Debtors	Order granting employment entered February 9, 2017 [Docket No. 73] ¹
Chiron Financial, LLC	Investment Bankers and Financial Advisors for the Debtors	Order granting employment entered February 10, 2017 [Docket No. 75]
Young & Newsome, PC	Special Litigation Counsel for Stringer	Order granting employment entered February 16, 2017 [Docket No. 87]

¹ Unless otherwise stated, all references herein to the "Docket" are to the Bankruptcy Court's Docket maintained for Case No. 16-44821-rfn11.

Lovell, Lovell, Isern &
Farabough, L.L.P.

Special Litigation Counsel for
Stringer

Order granting employment
entered February 16, 2017
[Docket No. 88]

Brosier & Buchanan
Partners

Accountants for the Debtors

Order granting employment
entered February 16, 2017
[Docket No. 89]

D. Creditors' Committees

The U.S. Trustee has not appointed a creditors' committee in either of the Debtors' chapter 11 cases.

E. Professional Fees and Expenses

Pursuant to an *Order Establishing Procedures for Interim Compensation and Reimbursement of Professionals* entered on March 16, 2017 (the "Compensation Order") [Docket No. 128] the Bankruptcy Court approved procedures where Professionals may submit invoices on a monthly basis to the Debtors. After expiration of a ten-day objection period, the Debtors are authorized to pay 80% of uncontested fees and 100% of uncontested out-of-pocket expenses included in such invoice submissions.

Forshey & Prostok, LLP ("F&P") received one retainer and two additional payments prior to SFI's Petition Date. The full amount received by F&P prepetition was applied to prepetition fees and expenses incurred by F&P. As of SFI's Petition Date, F&P was owed \$45,087.66 on account of prepetition fees and expenses, which amount was waived by F&P to qualify as bankruptcy counsel for the Debtors. F&P filed its first interim fee application [Docket No. 143] on April 28, 2017, seeking interim allowance of \$312,287.50 for professional fees and reimbursement of \$14,702.55 in expenses for the period between SFI's Petition Date and March 31, 2017. Such application was granted pursuant to an *Order* [Docket No. 159] entered on May 25, 2017. F&P has submitted monthly invoices in accordance with the Compensation Order for the months of April, May, June and July, 2017 with respect to which no objections were filed by the objection deadline. Pursuant to the Compensation Order, F&P was entitled to payment of \$94,788.62 on account of such invoice submissions. Postpetition, F&P has received a total of \$361,036.61 in payments authorized by the Bankruptcy Court. F&P is therefore owed \$60,742.06 on account of approved fees and expenses through July 31, 2017.

Lovell, Lovell, Isern & Farabough ("LLI&F") was not paid any prepetition retainer by Stringer. However, LLI&F discovered postpetition that Stringer overpaid his share of fees and expenses in connection with one of the legal matters on which LLI&F was engaged. The overpayment amount is \$1,319.19, and LLI&F will treat such amount as a retainer to be applied to its fees and expenses approved in Stringer's case. LLI&F filed its first interim fee application [Docket No. 149] on May 10, 2017, seeking interim allowance of \$7,435.00 for professional fees and reimbursement of \$77.65 in expenses for the period between Stringer's Petition Date and March 31, 2017. Such application was granted pursuant to an *Order* [Docket No. 171] entered on June 15, 2017. LLI&F has submitted monthly invoices in accordance with the Compensation Order for the months of April and May, 2017 with respect to which no objections were filed by the objection deadline. Such monthly invoices entitled LLI&F to payment of an additional \$4,610.83 pursuant to the Compensation Order. Postpetition, LLI&F has received payments totaling \$12,123.48 authorized by the Bankruptcy Court. Stringer has therefore paid LLI&F all amounts owed on account of approved fees and expenses through May 31, 2017.

Brosier & Buchanan Partners ("B&B") was not paid any prepetition retainers by the Debtors. B&B filed its first interim fee application [Docket No. 140] on April 27, 2017, seeking interim allowance of \$3,398.75 for professional fees and reimbursement of \$51.90 in expenses for the period between SFI's Petition Date and March 31, 2017. Such application was granted pursuant to an *Order* [Docket No. 160] entered on May 25, 2017. B&B has submitted monthly invoices in accordance with the Compensation Order for the months of April, May, June and July, 2017 with respect to which no objections were filed by the objection deadline. Pursuant to the Compensation Order, B&B was entitled to payment of \$6,304.00 on account of such invoice submissions. Postpetition, B&B has received payments totaling \$7,153.85 authorized by the Bankruptcy Court. B&B is therefore owed \$2,601.00 on account of approved fees and expenses through July 31, 2017.

Young & Newsom, PC ("Y&N") was not paid any prepetition retainer by Stringer. Y&N has yet to file any interim fee applications or submit any monthly invoices pursuant to the Compensation Order.

The Order approving the Debtors' employment of Chiron Financial, LLC ("Chiron") authorizes the Debtors to pay all fees and expenses to Chiron when due under the Debtors' engagement agreement with Chiron. Therefore, Chiron is not required to obtain Bankruptcy Court approval of interim fee applications or to follow the monthly invoice submission procedures established in the Compensation Order to be entitled to payment of fees and expenses incurred. Chiron has received a total of \$468,039.62 in postpetition payments to date and has applied a prepetition retainer in the amount of \$10,015.12 to its postpetition charges. Chiron is not currently owed any amount by the Debtors on account of fees and expenses incurred through July 31, 2017.

The Debtors' estimates of Professional fees and expenses to be paid in accordance with the Plan are included in the projections attached hereto as Exhibit "B."

F. Continuation of Businesses after the Petition Dates

Since the Petition Date, the Debtors have continued to operate their businesses and manage their property as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As discussed below the Debtors sought and obtained authority from the Bankruptcy Court during the period immediately following the Petition Dates with respect to certain matters deemed by the Debtors to be essential to a smooth and efficient transition into chapter 11. The Debtors also sought Bankruptcy Court approval for transactions that were outside the ordinary course of their businesses and resolved various disputes with certain Secured Creditors with the approval of the Bankruptcy Court.

1. Debtors' Use of Cash Collateral

From and after the Petition Dates, the Debtors funded their continuing operations by using alleged cash collateral of Wells Fargo. The terms on which the Debtors used cash collateral of Wells Fargo are set forth in (a) the *Agreed Interim Order Authorizing Use of Cash Collateral, Providing Adequate Protection and Granting Related Relief* (the "First Cash Collateral Order") [Docket No. 21], (b) the *Second Agreed Interim Order Authorizing Use of Cash Collateral, Providing Adequate Protection and Granting Related Relief* (the "Second Cash Collateral Order") [Docket No. 42], and (c) the *Third Agreed Interim Order Authorizing Use of Cash Collateral, Providing Adequate Protection and Granting Related Relief* (the "Third Cash Collateral Order") and, together with the First Cash Collateral Order and Second Cash Collateral Order, the "Cash

Collateral Orders") [Docket No. 71]. The Debtors' authorization to use cash collateral under the Cash Collateral Orders expired after February 24, 2017.

Each of the Cash Collateral Orders provided that the Debtors would use their best efforts to obtain debtor-in-possession financing and file a motion seeking approval of such financing on or before a date certain. The Cash Collateral Orders required the Debtors to request in any such motion authorization to pay back Wells Fargo at least the amount of cash collateral consumed by the Debtors pursuant to the Cash Collateral Orders, save and except for any cash collateral used to (a) make premium payments to maintain insurance policies under which certain crops were insured against casualty loss, and (b) make a payment to Wells Fargo equal to an amount to be paid to certain custom harvesters as critical vendors. As discussed below, the Debtors later obtained debtor-in-possession financing from Sandton and a portion of the proceeds of the initial draw on such financing was used to fully repay Wells Fargo the amount of Cash Collateral used by the Debtors pursuant to the Cash Collateral Orders.

2. Payment of Prepetition Employee Obligations

On Stringer's Petition Date, Stringer filed his *Motion for Order Authorizing Payment of Prepetition Employee Compensation, Withholding Taxes, Benefits and Other Employee-Related Expenses* (the "Employee Wage Motion") [Docket No. 8 in Case No. 16-44871-rfn11] seeking authority to, among other things, immediately pay all compensation owed to employees and to honor all other obligations with respect to employee benefits, regardless of whether such compensation and benefits were earned prior to Stringer's Petition Date. The Bankruptcy Court granted the Employee Wage Motion pursuant to an *Order* [Docket No. 21] entered on December 23, 2016.

3. Relief with Respect to Utility Service Providers

On Stringer's Petition Date, the Debtors filed their *Motion Pursuant to 11 U.S.C. § 366(b) for an Interim and Final Order (I) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service, (II) Deeming Utility Companies Adequately Assured of Future Performance, and (III) Establishing Procedures for Determining Adequate Assurance of Payment* (the "Utility Motion") [Docket No. 14]. The Utility Motion was granted by the Bankruptcy Court pursuant to an *Interim Order* [Docket No. 22] entered on December 23, 2016 and a *Final Order* [Docket No. 41] entered on January 12, 2017. Pursuant to such orders, the Debtors issued deposits to utility providers as adequate assurance of future payment. By issuing such deposits in the manner and amounts authorized the orders granting the Utility Motion, the Debtors ensured that utility service essential to the continued operation of the Debtors' businesses would not be disrupted or terminated on account of the Debtors' bankruptcy filings.

4. Debtor-in-Possession Financing

As contemplated by the Cash Collateral Orders, the Debtors filed their *Motion for the Entry of Order Approving Post-Petition Financing Under Sections 364(c) and 364(d) of the Bankruptcy Code* (the "DIP Financing Motion") [Docket No. 79] on February 13, 2017. In the DIP Financing Motion, the Debtors sought authorization to obtain debtor-in-possession financing from Sandton. Sandton agreed to provide up to \$3.57 million in postpetition financing (the "DIP Loan") pursuant to and subject to the terms of the DIP Loan Documents. The Court conducted an expedited hearing on the DIP Financing Motion on February 28, 2017 and granted the same pursuant to an *Order Pursuant to 11 U.S.C. §§ 105, 364(c), and 364(d) Approving Post-Petition Financing* (the "DIP Financing Order") [Docket No. 108] entered on March 1, 2017. Under the DIP Financing

Order and DIP Loan Documents, Sandton has been granted security interests in and Liens on all Assets of the Debtors to secure repayment of the DIP Loan. Sandton's security interests and Liens prime the security interests and Liens securing repayment of the Zions Secured Claims, which previously were first priority Liens on the SFI Farmland and Stringer Farmland, subject only to Liens securing payment of Property Taxes.

The DIP Loan Documents contemplated that all advances under the DIP Loan would be made prior to expiration of an initial DIP Loan budget on the week ending June 30, 2017. The DIP Loan was fully funded prior to the end of June, 2017. The proceeds of the DIP Loan have enabled the Debtors to continue funding their farming operations and have also financed purchases of cattle in connection with the operations of Dos Ex LP and Dos Ex LLC. In addition, a portion of the proceeds of the initial draw on the DIP Loan was used to fully repay Wells Fargo the amount of cash collateral used by the Debtors in accordance with the terms of the Cash Collateral Orders.

Sandton has approved a revised operating budget which runs through the week ending December 29, 2017. Such budget allows the Debtors to continue to fund operations, including through use of Sandton's cash collateral, until the Exit Facility is obtained and funded. A true and correct copy of such operating budget is attached hereto as **Exhibit "C."** The initial maturity date of the DIP Loan was August 28, 2017. On that date, Sandton became entitled to an additional fee of \$185,000 pursuant to the terms of the DIP Loan Documents. However, pursuant to the terms of the DIP Loan Documents, the maturity date of the DIP Loan extends for an additional 180 days in the absence of any ongoing events of default by the Debtors under the DIP Loan Documents.

5. Resolution of Certain Motions for Relief from the Automatic Stay

On February 24, 2017, Wells Fargo and WFFLI both filed a *Motion for Relief from the Automatic Stay Against Property or, Alternatively, for Adequate Protection* (the "Lift Stay Motions") [Docket Nos. 97 and 100]. In the Lift Stay Motions, Wells Fargo and WFFLI sought relief from the automatic stay to exercise rights against various items of Collateral or, alternatively, for entry of orders requiring the Debtors to provide adequate protection. Thereafter, the Debtors responded to certain written discovery requests made in connection with the Lift Stay Motions and negotiated consensual resolutions of the Lift Stay Motions. The parties' agreements are reflected in one agreed interim order and two agreed final orders [Docket Nos. 127, 137 and 138]. Among other things, the agreed orders resolving the Lift Stay Motions permitted the Debtors to retain possession of certain equipment and require the Debtors to make monthly adequate protection payments.

Stringer also negotiated an agreement with Caterpillar permitting Stringer to retain certain equipment financed by Caterpillar in exchange for, among other things, monthly adequate protection payments. Caterpillar sought Bankruptcy Court approval of such agreement pursuant to an *Agreed Motion for Adequate Protection as to One (1) 2015 Caterpillar 3306 Generator Set, Serial Number 66X09656* [Docket No. 145]. Such agreed motion was granted pursuant to an *Agreed Order* [Docket No. 148] entered on May 5, 2017.

G. Schedules and Bar Dates

After having received three extensions from the Bankruptcy Court, the Debtors filed their Schedules on February 10, 2017 [see Docket No. 76 in Case No. 16-44821-rfn11 and Docket No. 31 in Case No. 16-44871-rfn11]. Subsequently, the Debtors filed amended Schedules on August

18, 2017 [see Docket No. 188 in Case No. 16-44821-rfn11 and Docket No. 37 in Case No. 16-44871-rfn11].

Pursuant to a *Notice of Chapter 11 Bankruptcy Case* entered in both chapter 11 cases, May 4, 2017, was fixed as the deadline for all holders of alleged Claims against the Debtors (except for governmental units) to file proofs of claim against the Debtors.

H. Operating Information During Pendency of the Chapter 11 Cases

The Debtors file monthly operating reports with the Bankruptcy Court. Copies of the filed monthly operating reports are available for inspection and copying at the office of the Clerk of the Bankruptcy Court. Copies of the most recently filed monthly operating reports for the Debtors are attached hereto as **Exhibit "D"**.

I. Matters Relating to Executory Contracts, Unexpired Leases, and Bar Dates for Rejection Claims

Section 365 of the Bankruptcy Code grants a debtor the power, subject to the approval of the Bankruptcy Court, to assume or reject executory contracts and unexpired leases. Section 365(d)(4) of the Bankruptcy Code provides that if a debtor does not assume or reject an unexpired lease of nonresidential real property under which a debtor is the lessee (i) within 120 days after the petition date (the "365(d)(4) Deadline"), (ii) within an additional 90-day period as the bankruptcy court, for cause, may allow, or (iii) within such additional time as the bankruptcy court may permit with the consent of the landlord of the leased premises, then such lease is deemed rejected.

The Plan provides that all Executory Contracts of the Debtors shall be deemed as assumed by the Debtors upon the Effective Date unless an Executory Contract (a) has been previously assumed or rejected pursuant to an order of the Bankruptcy Court, (b) is otherwise identified in the Plan or the Confirmation Order to be rejected, or (c) is the subject of a motion to reject filed on or before the Effective Date. The Plan shall constitute a motion to assume the Debtors' Executory Contracts. However, the Debtors may file a separate motion for the assumption or rejection of any Executory Contract at any time through the Confirmation Date.

The Plan further provides that certain assumed Executory Contracts of the Debtors shall be assigned to LandCo and FarmCo as of the Effective Date. The Plan shall constitute a motion to assign such assumed Executory Contracts pursuant to section 365 of the Bankruptcy Code.

On March 7, 2017, the Debtors filed their *Debtors' Motion Pursuant to 11 U.S.C. § 365(d)(4) for Extension of Time Period Within Which they May Assume or Reject Unexpired Leases of Nonresidential Real Property* (the "365(d)(4) Motion") [Docket No. 118]. The 365(d)(4) Motion was granted pursuant to an *Order* [Docket No. 136] entered by the Bankruptcy Court on April 7, 2017, which extended the 365(d)(4) Deadline as to SFI to and through July 12, 2017 and extended the 365(d)(4) Deadline as to Stringer to and through July 18, 2017. Thereafter, the Debtors filed their *Motion Pursuant to 11 U.S.C. § 365(a) for Authority to Assume an Unexpired Lease of Nonresidential Real Property Between Debtors and Laura Ferne Nowlin* [Docket No. 169] on June 8, 2017 seeking authorization to assume the Nowlin Lease. Such motion was granted pursuant to an *Order* [Docket No. 174] entered on July 12, 2017, pursuant to which the Nowlin Lease was assumed by the Debtors. On June 8, 2017, Stringer filed his *Motion Pursuant to 11 U.S.C. § 365(a) for Authority to Assume an Unexpired Lease of Nonresidential Real Property Between Charles Blake Stringer and Smith Trust* [Docket No. 167] seeking authorization to

assume the Smith Lease. Such motion was granted pursuant to an *Order* [Docket No. 173] entered on July 12, 2017, pursuant to which the Smith Lease was assumed by Stringer. Consequently, all unexpired leases of nonresidential real property under which the Debtors are lessees have been assumed.

To date, only one Executory Contract has been rejected by the Debtors. On March 16, 2017, Stringer filed his *Motion Pursuant to Section 365(a) of the Bankruptcy Code and Bankruptcy Rules 3002, 606 and 9014 for an Order Authorizing the Rejection of an Unexpired Lease Concerning a 2011 John Deere Planter, and Setting a Deadline for the Filing of Rejection Damage Claim* [Docket No. 129]. Pursuant to such motion, Stringer sought authorization to reject an unexpired equipment lease between Stringer and WFFLI pursuant to which Stringer leased a John Deere planter. Such motion was granted pursuant to *Order* [Docket No. 139] entered on April 25, 2017. Stringer's rejection of the unexpired lease with WFFLI was a component of the agreement reached between Stringer and WFFLI to resolve WFFLI's Lift Stay Motion.

J. Exclusivity

Pursuant to sections 1121(b) and (c)(3) of the Bankruptcy Code, a debtor has (a) 120 days after the petition date within which to file its plan of reorganization (the "Filing Period"), and (b) 180 days after the petition date to solicit acceptances of its timely filed plan of reorganization (the "Solicitation Period") before other parties in interest are permitted to file plans.

The Debtors filed their *Motion Pursuant to Section 1121(d) of the Bankruptcy Code to Extend Exclusive Periods During which only the Debtors May File and Solicit Acceptances of a Plan of Reorganization* [Docket No. 117] on March 7, 2017, seeking extensions of both the Filing Period and Solicitation Period. Such motion was granted pursuant to *Order Granting Debtors' Motion Pursuant to Section 1121(d) of the Bankruptcy Code to Extend Exclusive Periods During which only the Debtors May File and Solicit Acceptances of a Plan of Reorganization* [Docket No. 135] entered on April 7, 2017. Such Order extended the Filing Period to and through August 31, 2017 and extended the Solicitation Period to and through October 30, 2017. The Debtors filed the Plan prior expiration of the extended Filing Period. Accordingly, no other party may file a plan unless the Solicitation Period expires or the Bankruptcy Court orders otherwise.

On August 2, 2017, the Debtors filed their *Second Motion Pursuant to Section 1121(d) of the Bankruptcy Code to Extend Exclusive Periods During which only the Debtors May File and Solicit Acceptances of a Plan of Reorganization* [Docket No. 177] seeking additional extensions of the Filing Period and Solicitation Period. However, such motion became unnecessary based on the Debtors' decision to file the Plan prior to August 31, 2017, and such motion was therefore withdrawn by the Debtors pursuant to a *Notice of Withdrawal* [Docket No. 187] filed on August 14, 2017.

K. Anticipated Post-Confirmation Future of the Debtors

The Plan contemplates that the Debtors will continue to operate their business from and after the Effective Date as Reorganized Debtors. No change in the Debtors' current management structure is contemplated under the Plan. However, the Plan contemplates that three new entities will be formed on or prior to the Effective Date – LandCo, FarmCo and CattleCo. Each of these new entities will be formed as Texas limited liability companies and will be solely owned and managed by Stringer. The Plan provides for certain Assets to be transferred and conveyed to the new entities as of the Effective Date. In summary: (a) LandCo will own the SFI Farmland and Stringer Farmland; (b) FarmCo will own crops, machinery, equipment, vehicles and other personal

property used in connection with the Debtors' farming operations; and (c) CattleCo will own cattle and all assets presently owned by Dos Ex LP and Dos Ex LLC. The creation of and transfers of Assets to the new entities will, *inter alia*, streamline and simplify record keeping in connection with the Debtors' different businesses and better separate and differentiate such businesses.

L. Preservation of NOLs

If applicable, the Debtors shall preserve any net operating loss carry-forwards under the Plan to offset taxable income resulting from future operations.

M. Projected Avoidance Action Recoveries

All Estate Claims, including Avoidance Actions, shall be vested in the Reorganized Debtors as of the Effective Date. The Reorganized Debtors shall have the authority to assert, prosecute, settle, or otherwise resolve all such Estate Claims, including any Avoidance Actions. However, the performance of the Plan is not premised or dependent on prosecution of and recovery on any Avoidance Actions. At present, the Debtors have not determined whether or not to pursue any Avoidance Actions and, consequently, are not projecting any recoveries on Avoidance Actions. Notwithstanding the foregoing, the Debtors reserve all rights to prosecute any and all Avoidance Actions, and nothing stated herein may be construed as a representation that the Debtors or the Reorganized Debtors will or will not file, prosecute and seek to recover on any Avoidance Action.

VI. LITIGATION INVOLVING THE DEBTORS

A. Litigation By and Against the Debtors

SFI was not a party to any litigation pending on its Petition Date and no additional litigation has been commenced by or against SFI following its Petition Date.

Stringer was a party to the following legal proceedings which remained opened as of Stringer's Petition Date:

1. *Blake Stringer v. DCP Midstream, LP*, Cause No. 13-81, in the 69th District Court, Moore County, Texas (the "DCP Lawsuit");
2. *Blake Stringer, Individually and D/B/A CBS Farms v. Curtis Scheffe and Jacqueline Scheffe*, Cause No. 4905H, in the 69th District Court, Hartley County, Texas (the "Scheffe Lawsuit"); and
3. *Charles Blake Stringer v. Out-Back Pool & Spa, LLC and Gary Roger Mayfield*, Cause No. 69,544-A, in the 47th District Court, Randall County, Texas (the "Out-Back Lawsuit").

Stringer is plaintiff in the DCP Lawsuit. LLI&F represented Stringer in the DCP Lawsuit prepetition and the Bankruptcy Court has approved Stringer's employment of LLI&F as special litigation counsel to, *inter alia*, continue its representation of Stringer in the DCP Lawsuit. The defendant has pipeline easements over certain real estate owned by Stringer in Moore County, Texas. Stringer asserts that the defendant caused damages to various property of Stringer due to the defendant's actions in excavating and refilling pipeline ditches. Stringer asserts claims against the defendant for negligence and breach of contract and seeks recovery of damages in

excess of \$400,000. As of Stringer's Petition Date, discovery in the DCP Lawsuit was underway, but not completed. On May 10, 2017, Stringer filed his *Motion to Modify Automatic Stay to Allow Continuation of Pending State Court Lawsuit Against DCP Midstream, LP* [Docket No. 155] seeking entry of an order by the Bankruptcy Court modifying the automatic stay to allow Stringer to continue prosecuting and to fully liquidate his claims in the DCP Lawsuit in state court. Such motion was granted pursuant to a *Default Order* [Docket No. 165] entered on June 7, 2017. The DCP Lawsuit remains pending. Performance of the Plan is not dependent on Stringer obtaining a judgment in his favor in the DCP Lawsuit and recovering any such judgment. However, in the event that Stringer does obtain and collect on a judgment against the defendant in the DCP Lawsuit, any such recovery may serve as an additional source of funding for Stringer to meet his obligations under the Plan as a Reorganized Debtor.

Stringer is plaintiff in the Scheffe Lawsuit. LLI&F represented Stringer in the Scheffe Lawsuit prepetition and the Bankruptcy Court has approved Stringer's employment of LLI&F as special litigation counsel to, *inter alia*, continue its representation of Stringer in the Scheffe Lawsuit. Defendant Curtis Scheffe is a former landlord of Stringer. At Curtis Scheffe's request, Stringer performed many capital improvements on the defendants' farmland for which Stringer has not been paid. In the Scheffe Litigation, Stringer has requested declaratory relief, asserted a claim for breach of contract, and seeks recovery of damages in excess of \$100,000. The defendants have asserted a counterclaim against Stringer in an amount of no less than \$115,000. As of the Petition Date, discovery in the Scheffe Litigation was underway, but not completed. On May 10, 2017, Stringer filed his *Motion to Modify Automatic Stay to Allow Continuation of Pending State Court Lawsuit Against Curtis and Jacqueline Scheffe* [Docket No. 153] seeking entry of an order by the Bankruptcy Court modifying the automatic stay to allow Stringer to continue prosecuting and to fully liquidate his claims in the Scheffe Lawsuit in state court. Such motion was granted pursuant to a *Default Order* [Docket No. 164] entered on June 7, 2017. The Scheffe Lawsuit remains pending. Performance of the Plan is not dependent on Stringer obtaining a judgment in his favor in the Scheffe Lawsuit and recovering any such judgment. However, in the event that Stringer does obtain and collect on a judgment against the defendants in the Scheffe Lawsuit, any such recovery may serve as an additional source of funding for Stringer to meet his obligations under the Plan as a Reorganized Debtor.

Stringer is plaintiff in the Out-Back Lawsuit. Y&N represented Stringer in the Out-Back Lawsuit prepetition and the Bankruptcy Court has approved Stringer's employment of Y&N as special litigation counsel to continue its representation of Stringer in the Out-Back Lawsuit. The Out-Back Lawsuit stems from a contract entered into on April 9, 2015 pursuant to which the defendants were to design and construct a residential pool on real estate owned by Stringer. In the Out-Back Lawsuit, Stringer seeks declaratory relief and asserts claims against the defendants for negligence, breach of warranty, breach of contract, common law fraud, violations of the Texas Deceptive Trade Practices – Consumer Protection Act, and violations of the Texas Property Code. Stringer seeks recovery of actual damages of no less than \$200,000, statutory damages, exemplary and/or punitive damages and recovery of attorney's fees and costs, and has made a jury trial demand in the Out-Back Lawsuit. The Out-Back Lawsuit remains pending. Performance of the Plan is not dependent on Stringer obtaining a judgment in his favor in the Out-Back Lawsuit and recovering any such judgment. However, in the event that Stringer does obtain and collect on a judgment against the defendants in the Out-Back Lawsuit, any such recovery may serve as an additional source of funding for Stringer to meet his obligations under the Plan as a Reorganized Debtor.

B. Additional and Potential Litigation by the Debtors

Additional litigation involving Stringer may arise in the Dumas Matter. The City of Dumas, Texas ("Dumas") owns water rights under certain land owned by Stringer. Dumas seeks to obtain easements across the surface to lay electrical lines, pipelines, and to condemn sanitary easements surrounding water wells on the property. Stringer and the Dumas entered into a tolling agreement prepetition in order to engage in mediation in an effort to reach an agreement on compensation to Stringer for such easements. Mediation has yet to occur, but the parties are close to the point at which mediation can be scheduled. LLI&F represented Stringer in connection with the Dumas Matter prepetition and the Bankruptcy Court has approved Stringer's employment of LLI&F as special litigation counsel to, *inter alia*, continue its representation of Stringer with respect to the Dumas Matter. On May 10, 2017, Stringer filed his *Motion to Modify Automatic Stay to Allow Mediation with and, if Necessary, Commencement of Condemnation Lawsuit by the City of Dumas, Texas* [Docket No. 151]. In such motion, Stringer sought an order from the Bankruptcy Court modifying the automatic stay to allow Stringer and Dumas to (a) engage in mediation as contemplated by the parties' prepetition tolling agreement and, (b) in the event that mediation is not successful, to allow Dumas to file a condemnation lawsuit in state court and allow the parties to thereafter prosecute such lawsuit to conclusion. Such motion was granted pursuant to a *Default Order* [Docket No. 166] entered on June 7, 2017. If the Dumas matter is not consensually resolved through mediation, Stringer anticipates that Dumas will then commence a condemnation lawsuit in state court and Stringer will seek all damages and remedies to which he may be entitled in that lawsuit. Performance of the Plan is not dependent on any particular outcome of the Dumas Matter or Stringer obtaining any particular recovery from Dumas. However, any recovery obtained by Stringer through the Dumas Matter may serve as an additional source of funding for Stringer to meet his obligations under the Plan as a Reorganized Debtor.

The Debtors also possess claims and causes of action against Syngenta AG and/or affiliates thereof, including but not limited to those relating to commercialization by such Syngenta entities of corn seeds containing the genetically modified trait known as MIR 162. Multiple lawsuits, including one or more class actions, have been filed across the United States by numerous plaintiffs against the Syngenta entities asserting claims and causes of action the same as or similar to those the Debtors possess. The Debtors previously opted out of one class action proceeding involving such claims and therefore have the ability to assert their claims in a separate lawsuit or lawsuits. The Debtors intend to commence one or more lawsuits against the Syngenta entities in the future to prosecute and liquidate the Debtors' claims and causes of action for damages caused by the actions of the Syngenta entities. Performance of the Plan is not dependent on the Debtors obtaining judgments in their favor against any of the Syngenta entities and recovering any such judgments. However, in the event that the Debtors do obtain and collect on one or more judgments against any of the Syngenta entities, any such recovery may serve as an additional source of funding for the Debtors to meet their obligations under the Plan as Reorganized Debtors.

Except as expressly provided in the Plan, nothing contained in the Disclosure Statement, the Plan or the Confirmation Order shall waive, relinquish, release or impair the Debtors' or the Reorganized Debtors' rights to object to any Claim.

The Reorganized Debtors will retain all rights pursuant to section 505 of the Bankruptcy Code as to any tax Claim.

Except as expressly set forth in the Plan, all causes of action, claims, counterclaims,

defenses and rights of offset or recoupment (including but not limited to all Estate Claims, Estate Defenses and Avoidance Actions) belonging to the Debtors shall, upon the occurrence of the Effective Date, be retained by, received by and vested in the Reorganized Debtors for the benefit of the Debtors and the Debtors' estates. Except as expressly set forth in the Plan, the rights of the Reorganized Debtors to commence, prosecute or settle such causes of action shall be preserved notwithstanding the occurrence of the Effective Date. **No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any cause of action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available causes of action (including all Estate Claims, Estate Defenses and Avoidance Actions) against them. The Debtors and their estates expressly reserve all rights to prosecute any and all causes of action (including all Estate Claims, Estate Defenses and Avoidance Actions) against any Person, except as otherwise provided in the Plan.** Unless any causes of action against a Person are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Final Order, the Debtors expressly reserve all causes of action (including all Estate Claims, Estate Defenses and Avoidance Actions) for later adjudication, and, therefore, no preclusion doctrine, including without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such causes of action upon or after the confirmation or consummation of the Plan.

VII. THE PLAN

THE FOLLOWING IS A SUMMARY OF THE MATTERS CONTEMPLATED TO OCCUR EITHER PURSUANT TO OR IN CONNECTION WITH THE CONSUMMATION OF THE PLAN. THIS SUMMARY HIGHLIGHTS THE SUBSTANTIVE PROVISIONS OF THE PLAN AND IS NOT, NOR IS IT INTENDED TO BE, A COMPLETE DESCRIPTION OR A SUBSTITUTE FOR A FULL AND COMPLETE REVIEW OF THE PLAN. THE FOLLOWING SUMMARY IS COMPLETELY QUALIFIED BY THE TERMS OF THE PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE FOLLOWING SUMMARY AND THE PLAN, THE PLAN WILL CONTROL.

A. **Classification and Treatment Summary**

The Plan classifies the various Claims against and Interests in the Debtors. These Classes take into account the different nature and priority of Claims against and Interests in the Debtors. In addition, in accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims are not classified for purposes of voting under the Plan. Rather, all such Claims are treated separately as unclassified Claims.

Classes 1, 2, 3, 4, 8 and 9 are impaired under the Plan and Classes 5, 6, 7 and 10 are unimpaired. If a controversy arises as to the classification of any Claim or Interest, or as to whether any Class of Claims or Interests is impaired under the Plan, the Bankruptcy Court shall determine such controversy as a part of the confirmation process.

1. Unclassified Claims Against the Debtors

Unclassified Claims against the Debtors consist of Administrative Expense Claims and Priority Tax Claims. An Administrative Expense Claim is a Claim based on any cost or expense of administration of the chapter 11 cases allowed under subsections 503(b) and 507(a)(2) of the Bankruptcy Code, including, without limitation, any actual and necessary expenses of preserving the estates of the Debtors, any actual and necessary expenses of operating the businesses of

the Debtors, any indebtedness or obligations incurred or assumed by the Debtors, as debtors in possession, during the chapter 11 cases including, without limitation, for the acquisition or lease of property or an interest in property or the rendition of services, all compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under section 330 or 503 of the Bankruptcy Code, and any fees or charges assessed against the estates of the Debtors under section 1930 of title 28 of the United States Code.

Administrative Expense Claims include both ordinary postpetition business expenses and Claims attributable to Professionals. Trade debt will be paid in the ordinary course of business. Fees and expenses owed to Professionals are payable upon the Allowance of an appropriate fee application.

a. Treatment of Administrative Expense Claims

Each holder of an Allowed Administrative Expense shall receive, at the Reorganized Debtors' option, (i) the amount of such holder's Allowed Administrative Expense in one cash payment on the later of the Effective Date or the tenth (10th) Business Day after such Administrative Expense becomes an Allowed Administrative Expense, (ii) the amount of such holder's Allowed Administrative Expense in accordance with the ordinary business terms of such expense or cost, or (iii) such other treatment as may be agreed to in writing by such Administrative Expense Creditor and the applicable Debtor or Reorganized Debtors, or as ordered by the Bankruptcy Court.

Unless the Bankruptcy Court orders to the contrary or the applicable Debtor or Reorganized Debtors agree to the contrary in writing, the holder of a Claim for an Administrative Expense, other than such a Claim by a Professional, a liability incurred and paid in the ordinary course of business by the Debtors, or an Allowed Administrative Expense, shall file with the Bankruptcy Court and serve upon the Reorganized Debtors and their counsel a written notice of such Claim for an Administrative Expense within thirty (30) days after the Effective Date. Such notice shall include at a minimum: (i) the name, address, telephone number and fax number (if applicable) of the holder of such Claim, (ii) the amount of such Claim, and (iii) the basis of such Claim. Failure to timely and properly file and serve such notice shall result in such Claim for an Administrative Expense being forever barred and discharged. Notwithstanding the foregoing, a Taxing Authority shall not be required to file any notice of a Claim for Administrative Expense or any other request for payment with respect to any Property Taxes assessed against the Debtors for the year 2017 and subsequent years and a Taxing Authority shall retain the Liens securing all amounts owed for Property Taxes for postpetition tax years, including all penalties and interest that may accrue, until all such amounts have been paid in full.

A Claim for an Administrative Expense, for which a proper notice was filed and served under subsection 3.1(b) of the Plan, shall become an Allowed Administrative Expense if no Objection is filed within thirty (30) days of the filing and service of such notice. If a timely Objection is filed, the Claim shall become an Allowed Administrative Expense only to the extent allowed by a Final Order.

The procedures set forth in subsections 3.1(b) and (c) of the Plan shall not apply to Professionals, who shall each file and submit a final fee application to the Bankruptcy Court no later than sixty (60) days after the Effective Date. A Claim for Administrative Expense by a Professional in respect of which a final fee application has been properly filed and served shall become an Allowed Administrative Expense only to the extent allowed by Final Order and, if so

Allowed, shall be paid in accordance with subsection 3.1(a) of the Plan. Professional fees and expenses to any Professional incurred on or after the Effective Date may be paid without necessity of application to or order by the Court.

Section 3.1 of the Plan shall not apply to expenses incurred by the Debtors in the ordinary course of their businesses.

b. Treatment of Priority Tax Claims

Except to the extent that the holder of a Priority Tax Claim and the Debtors or Reorganized Debtors agree otherwise in writing, any Allowed Priority Tax Claim shall be paid and treated as follows:

Interest on each Allowed Priority Tax Claim shall accrue as follows: (i) for the postpetition period beginning on the date any portion of the tax underlying the Allowed Priority Tax Claim was, became or becomes delinquent under applicable law, and to the extent of such delinquency, and continuing through the Effective Date, interest shall accrue at the applicable statutory rate of interest determined under nonbankruptcy law in compliance with section 511 of the Bankruptcy Code; and (ii) for the period beginning on the day after the Effective Date and continuing through the day on which such Allowed Priority Tax Claim is paid in full, interest shall accrue on the unpaid tax at the applicable statutory rate of interest determined under nonbankruptcy law in compliance with sections 511 and 1129 of the Bankruptcy Code, determined during the month in which the Confirmation Date occurs.

Any Allowed Priority Tax Claim shall be paid in full by the Reorganized Debtors on the Initial Distribution Date.

c. Sandton DIP Loan Claim

On the Effective Date, except to the extent that Sandton agrees to less favorable treatment in full and final satisfaction, settlement, release, and discharge of, and in exchange for, the Sandton DIP Loan Claim, the Sandton DIP Loan Claim shall be (a) deemed to be Allowed in the full amount due and owing under the DIP Loan Documents as of the Effective Date and (b) paid in full in cash.

d. Treatment of United States Trustee's Fees

The Debtors or the Reorganized Debtors, as the case may be, shall pay the U.S. Trustee's quarterly fees incurred pursuant to 28 U.S.C., section 1930(a)(6). Any fees due as of the Confirmation Date or that become due after the Confirmation Date, but prior to the Effective Date, shall be paid in full by the Debtors. After the Effective Date, the Reorganized Debtors shall pay quarterly fees as they accrue until final decrees are entered and these bankruptcy cases are closed. The Reorganized Debtors shall file with the Bankruptcy Court and serve on the U.S. Trustee quarterly financial reports for each quarter, or portion thereof, that the Debtors' bankruptcy cases remains open.

2. Classified Claims and Interests

Classified Claims and Interests shall receive the treatment as described in Article IV of the Plan, which treatment is summarized in the table set forth in Article I.B of this Disclosure Statement above.

B. Acceptance or Rejection of the Plan

Each impaired Class of Claims entitled to vote shall separately vote to accept or reject the Plan. Any unimpaired Class shall not be entitled to vote to accept or reject the Plan. Any unimpaired Class is deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. A Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have voted on the Plan. Any Class of Claims that is not occupied as of the date of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 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 section 1129(a)(8) of the Bankruptcy Code. Section 5.4 of the Plan shall constitute the request by the Debtors, as the Plan proponents, pursuant to section 1129(b) of the Bankruptcy Code, that the Bankruptcy Court confirm the Plan notwithstanding the fact that the requirements of section 1129(a)(8) of the Bankruptcy Code have not been met.

C. Means of Implementation of the Plan

1. Assumption of Allowed Claims

As of the Effective Date, the Reorganized Debtors shall assume the liability for and obligation to perform and make all Distributions or payments on account of all Allowed Claims in the manner provided in Articles III and IV of the Plan. All Distributions or payments shall be made as set forth in Articles III and IV of the Plan.

2. Vesting of Assets

As of the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, each Debtor's Assets shall be transferred to, and vested in, the applicable Reorganized Debtor, free and clear of all rights, title, interests, claims, liens, encumbrances and charges, except as expressly set forth in the Plan. Without limiting the generality of the foregoing, all Assets shall vest in the Reorganized Debtors free and clear of any Lien except as expressly provided in the Plan. On and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any claim without supervision or 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 or the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for all fees, disbursements, expenses or related support services of Professionals (including fees relating to the preparation of Professional fee applications) without application to, or approval of, the Bankruptcy Court.

3. Transfers of Assets to New Entities

As of the Effect Date and upon vesting of the Assets in the Reorganized Debtors, the following Assets will be transferred to the following entities by the applicable Reorganized Debtor:

(a) All of the SFI Farmland and all of the Stringer Farmland shall be transferred and conveyed to LandCo.

(b) All crops (whether growing or harvested), machinery, equipment, vehicles and other personal property (including but not limited to fertilizer, chemicals and seed) utilized

by the Debtors in connection with their farming operations shall be transferred and conveyed to FarmCo.

(c) Any cattle owned by the Debtors and any and all assets owned by Dos Ex LP and Dos Ex LLC shall be transferred and conveyed to CattleCo.

4. Actions by the Debtors and the Reorganized Debtors to Implement Plan

The entry of the Confirmation Order shall constitute authorization for the Debtors and the Reorganized Debtors (as the case may be) to take or cause to be taken all actions necessary or appropriate to implement all provisions of, and to consummate, the Plan prior to, on and after the Effective Date and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including without limitation, (i) all transfers of Assets that are to occur pursuant to the Plan; (ii) the incurrence of all obligations contemplated by the Plan and the making of all Distributions required under the Plan; (iii) taking of all actions to preserve and provide for the prosecution of retained causes of action, including but not limited to the Estate Claims; and (iv) entering into any and all transactions, contracts, or arrangements permitted by applicable law, order, rule or regulation.

Stringer, the management of SFI and the Reorganized Debtors, as the case may be, shall be authorized and directed to do all things and to execute and deliver all agreements, documents, instruments, notices and certificates as are contemplated by the Plan and to take all necessary action required in connection therewith, in the name of and on behalf of Stringer, SFI and the Reorganized Debtors, as the case may be.

5. Exit Facility

The Reorganized Debtors' business operations after the Effective Date, including through LandCo, FarmCo and CattleCo, shall be financed by obtaining the Exit Facility. The Exit Facility will be comprised of the New Term Loan and the New Revolver. Among other things, proceeds of the New Term Loan will be used by the Reorganized Debtors to pay the Sandton DIP Loan Claim. The Exit Lender providing the New Term Loan will be identified in the future and the terms of the New Term Loan will be later set. The Debtors expect that the New Term Loan will bear interest at a rate of five percent (5%) per annum, will mature in twenty (20) years and will be payable in regular installments of both principal and interest with no balloon, or will have similar terms. The Exit Lender providing the New Revolver will be identified in the future and the terms of the New Revolver will be later set. The Debtors expect that the New Revolver will bear interest at a rate of ten percent (10%) per annum and will be paid with available cash from the operations of the Reorganized Debtors and FarmCo.

6. Source of Funding for Stringer's Living Expenses

From and after the Effective Date, payment of Stringer's living expenses shall be funded primarily from remaining available cash generated by operations of LandCo, FarmCo and CattleCo after payment of obligations under the Plan.

7. Source of Funding for Plan Obligations

The Distributions to be made by the Reorganized Debtors under the Plan shall be funded from the proceeds of the New Term Loan and cash generated by operations of LandCo, FarmCo

and CattleCo. In addition to revenue generated by the Debtors' traditional farming operations and the cattle business currently conducted through Dos Ex LP and Dos Ex LLC, the Debtors anticipate generating significant revenue after the Effective Date based on the Wind Leases. The Wind Leases contemplate the installation of wind farms on portions of the SFI Farmland and Stringer Farmland by Swinford Wind, LLC ("Swinford"). The process of obtaining regulatory approvals to commence construction of the wind farms is ongoing. Consequently, Swinford has yet to begin the project of constructing the wind turbines and other structures necessary to collect and transmit electrical energy converted from wind energy. As set forth in the operating projections attached hereto as Exhibit "B," the Debtors project that the wind farms will be established and generating revenue for the Reorganized Debtors by early 2019. Once the wind farms are fully constructed and operational, the Debtors expect the Wind Leases to provide the Reorganized Debtors with additional revenue of approximately \$600,000 per year. In addition, any recoveries obtained through the Pending Lawsuits, Dumas Matter and/or Syngenta Matter may serve as an additional source of funding for Plan obligations.

8. Retention and Assertion of Causes of Action and Defenses

Except as expressly set forth in the Plan, all causes of action, claims, counterclaims, defenses and rights of offset or recoupment (including but not limited to all Estate Claims, Estate Defenses and Avoidance Actions) belonging to the Debtors shall, upon the occurrence of the Effective Date, be retained by, received by and vested in the Reorganized Debtors for the benefit of the Debtors and their estates. Except as expressly set forth in the Plan, the rights of the Reorganized Debtors to commence, prosecute or settle such causes of action shall be preserved notwithstanding the occurrence of the Effective Date. **No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any cause of action against them as any indication that either the Debtors or the Reorganized Debtors will not pursue any and all available causes of action (including all Estate Claims, Estate Defenses and Avoidance Actions) against them. The Debtors and their estates expressly reserve all rights to prosecute any and all causes of action (including all Estate Claims, Estate Defenses and Avoidance Actions) against any Person, except as otherwise provided in the Plan.** Unless any causes of action against a Person are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Final Order, the Debtors expressly reserve all causes of action (including all Estate Claims, Estate Defenses and Avoidance Actions) for later adjudication, and, therefore, no preclusion doctrine, including without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such causes of action upon or after the confirmation or consummation of the Plan. The Debtors and the Reorganized Debtors may also assert Estate Defenses as a defense to the allowance of any Claim not otherwise Allowed.

9. Prosecution of Claims in Pending Lawsuits, Dumas Matter and Syngenta Matter

Funding of the Plan does not depend on the Debtors or Reorganized Debtors obtaining a recovery in connection with the Pending Lawsuits, Dumas Matter or Syngenta Matter. However, it is expected that Stringer will continue to prosecute all claims and causes of action, including Estate Claims, against the defendants in the Pending Lawsuits. Likewise, it is expected that (a) Stringer will prosecute all claims and causes of action, including Estate Claims, against Dumas in the Dumas Matter and (b) the Debtors or Reorganized Debtors will commence litigation against Syngenta AG and/or affiliates thereof and prosecute all claims and causes of action, including Estate Claims, in connection with the Syngenta Matter. Any recoveries that the Debtors or Reorganized Debtors may obtain in connection with the Pending Lawsuits, Dumas Matter and/or

Syngenta Matter may provide an additional source of funding to meet the obligations under the Plan.

D. Provisions Governing Distribution

1. Source of Distributions

All Distributions to be made to Creditors under the Plan shall be made by the Reorganized Debtors.

2. Collection Costs

To the extent any holder of a Secured Claim asserts a right to attorney's fees and costs pursuant to section 506(b) of the Bankruptcy Code, unless otherwise agreed between the Reorganized Debtors and such Secured Creditor, the allowance of Collection Costs shall be handled as set forth in section 7.2 of the Plan. Within twenty (20) days after the Effective Date, the Secured Creditor shall file an application with the Bankruptcy Court for allowance of such Collection Costs. Such application shall follow the same rules and guidelines as a fee application for a Professional seeking compensation from a Debtor, including the Bankruptcy Court's Guidelines for Compensation and Reimbursement of Professionals in Chapter 11 Cases. No later than twenty (20) days after each such application for Collection Costs is filed, the Reorganized Debtors may file any Objections thereto, and the Secured Creditor shall file any response within twelve (12) days thereafter. If the Secured Creditor and the Reorganized Debtors are unable to reach agreement, the matter shall then be submitted to the Bankruptcy Court for determination on no less than twenty (20) days notice of the hearing.

3. Timing and Amount of Distributions

No Distribution shall be made on account of any Claim until such Claim is Allowed, except as otherwise set forth in the Plan or ordered by the Bankruptcy Court pursuant to a Final Order. No Distribution shall be made on account of any Contested Claim until such Claim is Allowed. Any Distributions pursuant to the Plan shall be made on the respective Initial Distribution Dates applicable to each such Allowed Claim except as otherwise provided in the Plan or ordered by the Bankruptcy Court. Any Unclaimed Property may be paid into the registry of the Bankruptcy Court or otherwise distributed in accordance with the orders of the Bankruptcy Court. Except as expressly set forth in the Plan or in the Confirmation Order, the Reorganized Debtors shall determine the timing and amount of all Distributions which they are required to make under the Plan, consistent with the goal of making such Distributions as expeditiously as possible. The Reorganized Debtors may, but shall not be required to, seek approval of the Bankruptcy Court for any such Distributions.

4. Means of Cash Payment

Cash payments pursuant to the Plan shall be made by check drawn on, or by wire transfer from, a domestic bank, or by other means agreed to by the payor and payee.

5. Record Date for Distributions

As of the close of business on the Effective Date, (the "Distribution Record Date"), the register for Claims and Interests will be closed, and there shall be no further changes in the holder of record of any Claim or Interest. The Reorganized Debtors shall have no obligation to recognize

any transfer of any Claim or Interest occurring after the Distribution Record Date, and shall instead be authorized and entitled to recognize and deal for all purposes under the Plan with only those holders of record stated on the register of Claims and/or Interests as of the Distribution Record Date for Distributions under the Plan.

6. Delivery of Distributions

All Distributions, deliveries and payments to the holders of any Allowed Claims shall be made to the addresses set forth on the respective proofs of Claim filed in the Debtors' cases. Any such Distribution, delivery or payment shall be deemed as made for all purposes relating to the Plan when deposited in the United States Mail and served as provided in section 13.5 of the Plan. Whether secured or unsecured, if no proof of Claim is filed, any Distribution shall be made to the Creditor at the last known address or as reflected in the Schedules. If any Distribution is returned as undeliverable, no further Distribution shall be made on account of such Allowed Claim unless and until the Reorganized Debtors are notified of such holder's then current address, at which time all missed Distributions shall be made to the holder of such Allowed Claim. All claims for undeliverable Distributions shall be made on or before the first anniversary of the attempted Distribution. After such date, all Unclaimed Property shall revert to the Reorganized Debtors and the Claim of any holder with respect to such property shall be discharged and forever barred.

7. Time Bar to Cash Payments

Checks issued in respect of Allowed Claims shall be null and void if not cashed within ninety (90) days of the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Reorganized Debtors by the holder of the Allowed Claim with respect to which such check originally was issued. Any claim in respect of such a voided check shall be made on or before the later of the first anniversary of the Initial Distribution Date or ninety (90) days after the date of issuance of such check. After such date, all claims in respect of void checks shall be discharged and forever barred.

8. Cure Period

Except as otherwise set forth in the Plan, the failure by the Reorganized Debtors to timely perform any term, provision or covenant contained in the Plan, or to make any payment or Distribution required by the Plan to any Creditor, or the failure to make any payment or perform any covenant on any note, instrument or document issued pursuant to the Plan, shall not constitute an Event of Default unless and until the Reorganized Debtors have been given thirty (30) days written notice of such alleged default in the manner provided in the Plan, and provided an opportunity to cure such alleged default. Until the expiration of such thirty (30) day cure period, the Reorganized Debtors shall not be in default, and performance during such thirty (30) day cure period shall be deemed as timely for all purposes. Such written notice and passage of the thirty (30) day cure period shall constitute conditions precedent to declaring or claiming any default under the Plan or bringing any action or legal proceeding by any Person to enforce any right granted under the Plan.

9. Pre-Payment of Claims

Any other term of the Plan notwithstanding, the Reorganized Debtors may pre-pay any Allowed Claim in whole or in part without penalty.

10. Distributions after Substantial Consummation

All Distributions of any kind made to any of the Creditors after Substantial Consummation and any and all other actions taken under the Plan after Substantial Consummation shall not be subject to relief, reversal or modification by any court unless the implementation of the Confirmation Order is stayed by an order granted under Bankruptcy Rule 8005.

E. Procedures for Resolving and Treating Contested and Contingent Claims

1. Objection Deadline

All Objections to Claims shall be served and filed by the Objection Deadline; provided, however, the Objection Deadline shall not apply to Claims which are not reflected in the claims register, including any alleged informal proofs of Claim. The Reorganized Debtors may seek to extend the Objection Deadline pursuant to a motion filed on or before the then applicable Objection Deadline with respect to any Claims. Any such motion may be granted without notice or a hearing. In the event that the Reorganized Debtors file such a motion and the Bankruptcy Court denies such motion, the Objection Deadline shall nevertheless be automatically extended to that date which is ten (10) Business Days after the date of entry of the Bankruptcy Court's order denying such motion. Any proof of Claim filed more than thirty (30) days after the Effective Date shall be of no force and effect and need not be objected to by the Reorganized Debtors. Nothing contained herein shall limit the right of the Reorganized Debtors to object to Claims, if any, filed or amended after the Objection Deadline.

2. Responsibility for Objecting to Claims and Settlement of Claims

From and after the Effective Date, the Reorganized Debtors shall have the sole and exclusive right to (i) file, settle, or litigate to Final Order any Objections to any Claims; and (ii) seek to subordinate any Claim. Any Contested Claim may be litigated to Final Order.

From and after the Effective Date, the Reorganized Debtors shall have the sole and exclusive right to settle, compromise or otherwise resolve any Contested Claim without the necessity of any further notice or approval of the Bankruptcy Court. Bankruptcy Rule 9019 shall not apply to any settlement or compromise of a Contested Claim after the Effective Date.

3. Distributions on Account of Contested Claims

If a Claim is Contested, then the Initial Distribution Date as to such Contested Claim shall be determined based upon its date of Allowance, and thereafter distribution shall be made on account of such Allowed Claim pursuant to the provisions of the Plan. No Distribution shall be made on account of a Contested Claim until Allowed. Until such time as a contingent Claim becomes fixed and absolute by a Final Order allowing such Claim, such Claim shall be treated as a Contested Claim for purposes of estimates, allocations, and Distributions under the Plan. Any contingent right to contribution or reimbursement shall continue to be subject to section 502(e) of the Bankruptcy Code.

4. No Waiver of Right to Object

Except as expressly provided in the Plan, nothing contained in the Disclosure Statement, the Plan or the Confirmation Order shall waive, relinquish, release or impair the Reorganized Debtors' rights to object to any Claim.

5. Rights Under Section 505

The Reorganized Debtors shall retain all rights pursuant to section 505 of the Bankruptcy Code.

6. Liquidating and Allowance of Contested Claims

Nothing contained in the Plan, Disclosure Statement or Confirmation Order shall change, waive or alter any requirement under applicable law that the holder of a Contested Claim must file a timely proof of Claim, and the Claim of any such Creditor who is required to file a proof of Claim and fails to do so shall be discharged and shall receive no Distribution through the Plan. The adjudication and liquidation of Contested Claims is a determination and adjustment of the debtor/creditor relationship, and is, therefore, an exercise of the Bankruptcy Court's equitable power to which the legal right of trial by jury is inapplicable. The holder of any Contested Claim shall not have a right to trial by jury before the Bankruptcy Court in respect of any such Claim. Exclusive venue for any Contested Claim proceeding shall be in the Bankruptcy Court or a court of competent jurisdiction located in Tarrant County, Texas. Contested Claims shall each be determined separately, except as otherwise ordered by the Bankruptcy Court. Texas Rule of Civil Procedure 42 and Federal Rule of Civil Procedure 23 shall not apply to any Contested Claim proceeding. The Reorganized Debtors shall retain all rights of removal to federal court as to any Contested Claim proceeding.

All Contested Claims shall be liquidated and determined as follows:

(a) Application of Adversary Proceeding Rules. Unless otherwise ordered by the Bankruptcy Court or provided by the Bankruptcy Rules, any Objection to a Contested Claim shall be treated as a contested proceeding subject to Bankruptcy Rule 9014. However, any party may move the Bankruptcy Court to apply the rules applicable to adversary proceedings to any Claim Objection. The Reorganized Debtors may, however, at their election, make and pursue any Objection to a Claim in the form of an adversary proceeding.

(b) Scheduling Order. With respect to an Objection to a Claim treated as a contested proceeding subject to Bankruptcy Rule 9014, the Reorganized Debtors may request entry of a scheduling order as to each Objection to a Claim. The Reorganized Debtors may tender a proposed scheduling order with each Objection and/or include a request for a scheduling conference for the entry of a scheduling order. Any such scheduling order may include (i) discovery cut-off, (ii) deadlines to amend pleadings, (iii) deadlines for designation of and objections to experts, (iv) deadlines to exchange exhibit and witness lists and for objections to the same, and (v) such other matters as may be appropriate.

(c) Mediation. The Bankruptcy Court may order the parties to mediate in connection with any Objection to a Claim. The Reorganized Debtors may include a request for mediation in an Objection to a Claim and may request that the Bankruptcy Court require mediation as a part of any scheduling order.

7. Offsets and Defenses

The Reorganized Debtors shall be vested with and retain all Estate Claims and Estate Defenses, including without limitation all rights of offset or recoupment and all counterclaims against any Claimant holding a Claim. Assertion of counterclaims by the Reorganized Debtors against any Claimants shall constitute "core" proceedings.

8. Claims Paid or Reduced Prior to Effective Date

Notwithstanding the contents of the Schedules, Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by the Debtors prior to the Effective Date, including pursuant to orders of the Bankruptcy Court. To the extent such payments are not reflected in the Schedules, such Schedules will be deemed amended and reduced to reflect that such payments were made. Nothing in the Plan shall preclude the Reorganized Debtors from paying Claims that the Debtors were authorized to pay pursuant to any Final Order entered by the Bankruptcy Court prior to the Confirmation Date.

F. Executory Contracts and Unexpired Leases

1. Assumption and Rejection of Executory Contracts

All Executory Contracts of the Debtors shall be deemed as assumed by the Reorganized Debtors upon the Effective Date unless an Executory Contract (a) has been previously assumed or rejected pursuant to an order of the Bankruptcy Court, (b) is identified in the Plan or the Confirmation Order to be rejected, or (c) is the subject of a motion to reject filed on or before the Confirmation Date. Any Executory Contract to be assumed under the Plan that has been amended or modified at any time after the Petition Date of the Debtor that is party to such Executory Contract shall be deemed assumed as amended or modified. The Plan shall constitute a motion to assume the Executory Contracts. However, the Debtors may file a separate motion for the assumption or rejection of any Executory Contract at any time through the Confirmation Date.

2. Assignment of Assumed Executory Contracts

As of the Effective Date, the following assumed Executory Contracts shall be assigned pursuant to section 365(f) as follows, and the Plan shall constitute a motion to assign such Executory Contracts:

(a) The assumed CRP Contracts shall be assigned by the applicable Reorganized Debtors to LandCo.

(b) The assumed Wind Leases shall be assigned by the applicable Reorganized Debtors to LandCo.

(c) The assumed Nowlin Lease shall be assigned by the Reorganized Debtors to FarmCo.

(d) The assumed Smith Lease shall be assigned by the applicable Reorganized Debtor to FarmCo.

3. Cure Payments

Unless the holder of a Cure Claim and the applicable Debtor or Reorganized Debtor agree in writing to other treatment of such holder's Cure Claim, or other treatment of such holder's Cure Claim is provided for under the Plan, each Cure Claim against the Debtors shall be paid and treated as follows:

(a) Any cure payment which may be required by section 365 of the Bankruptcy

Code under an Executory Contract that is assumed under the Plan shall be made by the Reorganized Debtors on the Initial Distribution Date. Notwithstanding the foregoing, in the event of a dispute regarding the amount of any Cure Claim, the cure of any other defaults, the provision of adequate assurance of future performance, or any other matter pertaining to assumption or assignment, the Reorganized Debtors shall make such cure payments and cure such other defaults and provide adequate assurance of future performance, all as may be required by section 365 of the Bankruptcy Code, following the entry of a Final Order by the Bankruptcy Court resolving such dispute.

(b) Any other term of the Plan notwithstanding, the Reorganized Debtors may pre-pay any Cure Claim in whole or in part without penalty.

4. Bar to Rejection Claims

Except as otherwise ordered by the Bankruptcy Court, any Rejection Claim based on the rejection of an Executory Contract shall be forever barred and shall not be enforceable against the Reorganized Debtors or the Assets unless a proof of Claim is filed with the Bankruptcy Court and served upon the Reorganized Debtors and their counsel by the earlier of thirty (30) days after the Effective Date or thirty (30) days after entry of the Final Order approving rejection of such Executory Contract.

5. Rejection Claims

Any Rejection Claim not barred by section 9.4 of the Plan shall be classified as a Class 9 Unsecured (General) Claim subject to the provisions of section 502(g) of the Bankruptcy Code; provided, however, that any Rejection Claim based upon the rejection of an unexpired lease of real property, either prior to the Confirmation Date, upon the entry of the Confirmation Order, or upon the Effective Date, shall be limited in accordance with section 502(b)(6) of the Bankruptcy Code and state law mitigation requirements. Nothing contained in the Plan shall be deemed an admission by the Debtors or the Reorganized Debtors that such rejection gives rise to or results in a Claim or shall be deemed a waiver by the Reorganized Debtors of any objections to such Claim if asserted.

6. Reservation of Rights

Nothing contained in the Plan shall constitute an admission by either Debtor that any contract or lease is in fact an Executory Contract or that the Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Reorganized Debtors shall have thirty (30) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease.

7. Pass-Through

Except as otherwise provided in the Plan, any rights or arrangements necessary or useful to the Reorganized Debtors' performance under the Plan, but not otherwise addressed as a Claim or Interest, including non-exclusive or exclusive patent, trademark, copyright, maskwork or other intellectual property licenses and other executory and/or non-executory contracts not assumable under section 365(c) of the Bankruptcy Code, shall, in the absence of any other treatment under the Plan or Confirmation Order, be passed through the Debtors' bankruptcy cases for the benefit of the Reorganized Debtors and the counterparty unaltered and unaffected by the Debtors' bankruptcy filings and these bankruptcy cases.

G. Conditions Precedent to Confirmation and Effectiveness of Plan

1. Conditions to Confirmation and Effectiveness of Plan

The Plan shall not become effective until the following conditions shall have been satisfied or waived by the Debtors, as determined in their discretion: (a) the Confirmation Order shall have been entered, in form and substance acceptable to the Debtors; (b) all other conditions precedent have been satisfied to the satisfaction of the Debtors; (c) the Bar Dates have passed, and no additional Claims have been filed which, in the discretion of the Debtors, adversely impact the Plan; and (d) a notice of the Effective Date has been filed by the Debtors and thereafter served upon all Creditors and parties in interest. Any or all of the above conditions may be waived at any time by the Debtors.

2. Revocation of the Plan

The Debtors may revoke and withdraw the Plan at any time before the Effective Date. If either Debtor revokes or withdraws the Plan, or if confirmation of the Plan does not occur, then the Plan shall be deemed null and void and nothing contained therein shall be deemed to constitute a waiver or release of any Claims by or against the Debtors, as the case may be, or any other Person, or to prejudice in any manner the rights of the Debtors or any other Person in any further proceedings involving the Debtors.

H. Effect of the Plan on Claims and Interests

1. Compromise and Settlement

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration of the classification, potential Distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests and controversies resolved pursuant to the Plan, including, without limitation, all Claims against each Debtor arising prior to that Debtor's Petition Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, arising out of, relating to or in connection with the business or affairs of, or transactions with, that Debtor. 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 in the best interests of the Debtors, the Debtors' bankruptcy estates, Creditors and other parties in interest, and are fair, equitable and within the range of reasonableness.

It is not the intent of the Debtors that confirmation of the Plan shall in any manner alter or amend any settlement and compromise between a Debtor and any Person that has been previously approved by the Bankruptcy Court (each, a "Prior Settlement"). To the extent of any conflict between the terms of the Plan and the terms of any Prior Settlement, the terms of the Prior Settlement shall control and such Prior Settlement shall be enforceable according to its terms.

2. Satisfaction of Claims

The rights afforded in the Plan and the treatment of all Claims and Interests therein shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Interests

of any nature whatsoever against the Debtors, the Debtors' bankruptcy estates, and the Assets. Except as otherwise provided in the Plan, on the Effective Date, all Claims against the Debtors shall be satisfied, discharged, and released in full. Except as otherwise provided in the Plan, all Persons shall be precluded and forever barred from asserting against the Debtors and their affiliates, successors, assigns, the Debtors' bankruptcy estates and the Assets any event, occurrence, condition, thing, or other or further Claims or causes of action based upon any act, omission, transaction, or other activity of any kind or nature that occurred or came into existence prior to the Effective Date, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date.

3. Discharge

With respect to Stringer, the terms, covenants and consideration under the Plan shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever against Stringer as Debtor and Reorganized Debtor, or the Assets. Stringer and his successors in interest and assigns shall be deemed discharged and released pursuant to section 1141(d)(5) of the Bankruptcy Code from any and all Claims provided for in the Plan upon completion of all payments required to be made by Stringer under the Plan and the granting of a discharge by the Bankruptcy Court in favor of Stringer; provided, however, nothing contained in the Plan shall be deemed a waiver of the Stringer's right to petition the Bankruptcy Court for a discharge following confirmation of the Plan, but prior to completion of all payments required to be made under the Plan, pursuant to section 1141(d)(5) of the Bankruptcy Code.

With respect to SFI, the terms, covenants and consideration under the Plan shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever against SFI as Debtor and Reorganized Debtor, or the Assets. SFI and its successors in interest and assigns shall be deemed discharged and released pursuant to section 1141(d)(1) of the Bankruptcy Code from any and all Claims provided for in the Plan.

4. Injunction

On the Effective Date and except as otherwise provided in the Plan, all Persons who have been, are, or may be holders of Claims against or Interests in the Debtors shall be permanently restrained and enjoined from taking any of the following actions against or affecting the Debtors, the Reorganized Debtors, the Debtors' bankruptcy estates, the Assets, or their respective assets and property, with respect to such Claims or Interests (other than actions brought to enforce any rights or obligations under the Plan): (a) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind with respect to any such Claim or Interest; (b) enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order; (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien or encumbrance of any kind; (d) asserting any control over, interest, rights or title in or to any of the Assets except as expressly provided in the Plan; (e) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Reorganized Debtors as assignee or any assignees of the Reorganized Debtors, except upon order of the Bankruptcy Court; and (f) performing any act, by any manner or means, whether directly or indirectly, in any place whatsoever, that does not conform to or comply with the provisions of the Plan; provided, however, that such injunction shall not bar any Creditor from asserting any right granted pursuant to the Plan; provided, further, however, that each holder of a Contested Claim shall be entitled to enforce its rights under the Plan, including seeking allowance of such Contested Claim pursuant to the Plan.

5. Setoffs

Except as otherwise expressly provided for in the Plan, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable nonbankruptcy law, or as may be agreed to by the holder of a Claim, the Reorganized Debtors may setoff against any Allowed Claim and the Distributions to be made pursuant to the Plan on account of such Allowed Claim (before such Distribution is made), any claims, rights, Estate Claims and Estate Defenses of any nature that the Debtors may hold against the holder of such Allowed Claim, to the extent such claims, rights, Estate Claims and Estate Defenses against such holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Interest pursuant to the Plan shall constitute a waiver or release by the Debtors of any such claims, rights, Estate Claims and Estate Defenses that the Debtors may possess against such Claimant. In no event shall any Claimant or Interest holder be entitled to setoff any Claim or Interest against any claim, right, or Estate Claim of the Debtors without the consent of the applicable Debtor or Reorganized Debtor unless such holder files a motion with the Bankruptcy Court requesting the authority to perform such setoff notwithstanding any indication in any proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise.

6. Recoupment

Except as otherwise expressly provided for in the Plan, in no event shall any holder of Claims or Interests be entitled to recoup any Claim or Interest against any claim, right, account receivable, or Estate Claim of the Debtors or the Reorganized Debtors unless (a) such holder actually provides notice thereof in writing to the applicable Debtor or the Reorganized Debtor of its intent to perform a recoupment; (b) such notice includes the amount to be recouped by the holder of the Claim or Interest and a specific description of the basis for the recoupment, and (c) the applicable Debtor or the Reorganized Debtor has provided a written response to such Claim or Interest holder, stating unequivocally that the applicable Debtor or the Reorganized Debtor consents to the requested recoupment. The Debtors and the Reorganized Debtors shall have the right, but not the obligation, to seek an order of the Bankruptcy Court allowing any or all of the proposed recoupment. In the absence of a written response from the applicable Debtor or the Reorganized Debtor consenting to a recoupment or an order of the Bankruptcy Court authorizing a recoupment, no recoupment by the holder of a Claim or Interest shall be allowed.

7. Turnover

On the Effective Date, any rights of the Debtors' bankruptcy estates to compel turnover of Assets under applicable nonbankruptcy law and pursuant to section 542 or 543 of the Bankruptcy Code shall be deemed transferred to and vested in the Reorganized Debtors.

8. Automatic Stay

The automatic stay pursuant to section 362 of the Bankruptcy Code, except as previously modified by the Bankruptcy Court, shall remain in effect until the Effective Date of the Plan as to the Debtors and all Assets. As of the Effective Date, the automatic stay shall be replaced by the injunction contained in section 11.4 of the Plan.

I. Jurisdiction of Courts and Modifications to the Plan

1. Retention of Jurisdiction

Pursuant to sections 1334 and 157 of title 28 of the United States Code, the Bankruptcy Court shall retain exclusive jurisdiction of all matters arising in, arising under, and related to the Debtors' chapter 11 cases and the Plan, for the purposes of sections 105(a) and 1142 of the Bankruptcy Code, and for, among other things, the following purposes:

(a) To hear and determine any and all Objections to or applications concerning the allowance of Claims or the allowance, classification, priority, compromise, estimation, or payment of any Administrative Expense;

(b) To hear and determine any and all applications for payment of fees and expenses pursuant to the Plan to any Professional pursuant to sections 330 or 503 of the Bankruptcy Code, or for payment of any other fees or expenses authorized to be paid or reimbursed under the Plan, and any and all objections thereto;

(c) To hear and determine pending applications for the rejection, assumption, or assumption and assignment of Executory Contracts and the allowance of Claims resulting therefrom, and to determine the rights of any party in respect to the rejection, assumption, or assumption and assignment of any Executory Contract;

(d) To hear and determine any and all adversary proceedings, applications, or contested matters, including allowance of any Claim;

(e) To hear and determine all controversies, disputes, and suits which may arise in connection with the execution, interpretation, implementation, consummation, or enforcement of the Plan or in connection with the enforcement of any remedies made available under the Plan, including without limitation, (i) adjudication of all rights, interests or disputes relating to any of the Assets, (ii) the valuation of all Collateral, including hearing all Valuation Motions, (iii) the determination of the validity of any Lien or claimed right of offset; and (iv) determinations of Objections to Contested Claims;

(f) To liquidate and administer any disputed, contingent, or unliquidated Claims, including the Allowance of all Contested Claims;

(g) To administer Distributions to holders of Allowed Claims as provided in the Plan;

(h) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(i) To consider any modification of the Plan pursuant to section 1127 of the Bankruptcy Code, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation the Confirmation Order;

(j) To enforce the injunction contained in section 11.4 of the Plan;

(k) To enter and implement all such orders as may be necessary or appropriate to execute, interpret, construe, implement, consummate, or enforce the terms and conditions of the Plan and the transactions required or contemplated pursuant thereto;

(l) To hear and determine any other matter not inconsistent with the Bankruptcy Code and title 28 of the United States Code that may arise in connection with or related to the Plan;

(m) To determine proceedings pursuant to section 505 of the Bankruptcy Code;
and

(n) To enter final decrees closing these chapter 11 cases.

2. Abstention and Other Courts

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of or relating to these chapter 11 cases, Article XII of the Plan shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

3. Non-Material Modifications

The Debtors may, with the approval of the Bankruptcy Court and without notice to all holders of Claims and Interests, correct any defect, omission, or inconsistency in the Plan in such manner and to such extent as may be necessary or desirable. The Reorganized Debtors may undertake such nonmaterial modification pursuant to section 12.3 of the Plan insofar as it does not adversely change the treatment of the Claim of any Creditor or the Interest of any Interest holder who has not accepted in writing the modification.

4. Material Modifications

Modifications of the Plan may be proposed in writing by the Debtors at any time before confirmation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with section 1125 of the Bankruptcy Code. The Plan may be modified at any time after confirmation and before its Substantial Consummation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as modified, under section 1129 of the Bankruptcy Code, and the circumstances warrant such modification. A holder of a Claim or Interest that has accepted or rejected the Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection.

J. Miscellaneous Provisions

1. Severability

Should the Bankruptcy Court determine any provision of the Plan is unenforceable either on its face or as applied to any Claim or Interest or transaction, the Reorganized Debtors may modify the Plan so that any such provision shall not be applicable to the holder of any Claim or Interest. Such a determination of unenforceability shall not (a) limit or affect the enforceability

and operative effect of any other provision of the Plan or (b) require the resolicitation of any acceptance or rejection of the Plan.

2. Oral Agreements; Modification of Plan; Oral Representations or Inducements

The terms of the Plan, Disclosure Statement and Confirmation Order may not be changed, contradicted or varied by any oral statement, agreement, warranty or representation. The Plan may only be modified, amended or supplemented in writing signed by both Stringer and an authorized representative of SFI. Neither the Debtors nor their attorneys have made any representation, warranty, promise or inducement relating to the Plan or its confirmation except as expressly set forth in the Plan, the Disclosure Statement, or the Confirmation Order or other order of the Bankruptcy Court.

3. Waiver

The Reorganized Debtors shall not be deemed to have waived any right, power or privilege pursuant to the Plan unless the waiver is in writing and signed by the Reorganized Debtors. There shall be no waiver by implication, course of conduct or dealing, or through any delay or inaction by the Reorganized Debtors, of any right pursuant to the Plan, including the provisions of section 13.3 of the Plan. The waiver of any right under the Plan shall not act as a waiver of any other or subsequent right, power or privilege.

4. Construction

The Plan shall control over any inconsistent term of the Disclosure Statement. The Confirmation Order shall control over any inconsistent provision of the Plan.

5. Notice

13.1 Any notice or communication required or permitted by the Plan shall be given, made or sent as follows:

(a) If to a Creditor, notice may be given as follows: (i) if the Creditor has filed no proof of Claim, then to the address reflected in the Schedules, or (ii) if the Creditor has filed a proof of Claim, then to the address reflected in the proof of Claim.

(b) If to the Reorganized Debtors, notice shall be sent to the following address:

Stringer Farms, Inc.
Charles Blake Stringer
130 North Dumas Avenue
Dumas, Texas 79029

Concurrently with service of such notice on the Reorganized Debtors, a copy thereof shall be concurrently served in the same manner on the following legal counsel as follows:

Jeff P. Prostok
Matthew G. Maben
Forshey & Prostok, L.L.P.
777 Main Street, Suite 1290
Fort Worth, Texas 76102
(817) 877-4151 FAX
E-mail: jprostok@forsheyprostok.com
E-mail: mmaben@forsheyprostok.com

(c) Any Creditor desiring to change its address for the purpose of notice may do so by giving notice to the Reorganized Debtors of its new address in accordance with the terms of section 13.5 of the Plan.

(d) Any notice given, made or sent as set forth in section 13.5 of the Plan shall be effective upon being (i) deposited in the United States Mail, postage prepaid, addressed to the addressee at the address as set forth in section 13.5 of the Plan; (ii) delivered by hand or messenger to the addressee at the address set forth in section 13.5 of the Plan; (iii) telecopied to the addressee as set forth in section 13.5 of the Plan, with a hard confirmation copy being immediately sent through the United States Mail; or (iv) delivered for transmission to an expedited or overnight delivery service such as FedEx.

6. Compliance with All Applicable Laws

If notified by any governmental authority that they are in violation of any applicable law, rule, regulation, or order of such governmental authority relating to their businesses, the Reorganized Debtors shall comply with such law, rule, regulation, or order; provided, however, that nothing contained in the Plan shall require such compliance if the legality or applicability of any such requirement is being contested in good faith in appropriate proceedings and, if appropriate, an adequate reserve has been set aside on the books of the Reorganized Debtors.

7. Duties to Creditors

No agent, representative, accountant, financial advisor, attorney, shareholder, officer, affiliate, member or employee of the Debtors shall ever owe any duty to any Person (including any Creditor) other than the duties owed to the Debtors' bankruptcy estates, for any act, omission, or event in connection with, or arising out of, or relating to, any of the following: (a) the Debtors' bankruptcy cases, including all matters or actions in connection with or relating to the administration of the estates, (b) the Plan, including the proposal, negotiation, confirmation and consummation of the Plan, or (c) any act or omission relating to the administration of the Plan after the Effective Date.

8. Binding Effect

The Plan shall be binding upon, and shall inure to the benefit of the Reorganized Debtors, the holders of the Claims or Liens, the holders of Interests, and their respective successors in interest and assigns.

9. Governing Law, Interpretation

Unless a rule of law or procedure supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) is applicable, the internal laws of the State of Texas shall govern the

construction and implementation of the Plan and any Plan Documents without regard to conflicts of law. The Plan shall control any inconsistent term or provision of any other Plan Documents.

10. Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid on or before the Effective Date, and thereafter shall be paid by the Reorganized Debtors as such statutory fees become due.

11. Filing of Additional Documents

On or before Substantial Consummation of the Plan, the Reorganized Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

12. Computation of Time

If the final day for any Distribution, performance, act or event under the Plan is not a Business Day, then the time for making or performing such Distribution, performance, act or event shall be extended to the next Business Day. Any payment or Distribution required to be made under the Plan on a day other than a Business Day shall be due and payable on the next succeeding Business Day.

13. Elections by the Reorganized Debtors

Any right of election or choice granted to the Reorganized Debtors under the Plan may be exercised, at the Reorganized Debtors' election, separately as to each Claim, Creditor or Person.

14. Release of Liens

Except as otherwise provided in the Plan or the Confirmation Order, all Liens against any of the Assets shall be deemed to be released, terminated and nullified.

15. Rates

The Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Effective Date.

16. Compliance with Tax Requirements

In connection with the Plan, the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by federal, state and local Taxing Authorities and all Distributions under the Plan shall be subject to such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim or Interest that is to receive a Distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such Distribution under the Plan.

17. Notice of Entry of Confirmation Order

Promptly after entry of the Confirmation Order, the Debtors, as directed by the Bankruptcy

Court, shall serve on all known parties in interest and holders of Claims and Interests, notice of entry of the Confirmation Order.

18. Notice of Occurrence of the Effective Date

Promptly after occurrence of the Effective Date, the Reorganized Debtors, as directed by the Bankruptcy Court, shall serve on all known parties in interest and holders of Claims and Interests, notice of the occurrence of the Effective Date.

19. Interest and Attorneys Fees

Interest after the Petition Date will accrue and be paid on Allowed Claims only to the extent specifically provided for in the Plan, the Confirmation Order or as otherwise required by the Bankruptcy Court or by applicable law. Except as set forth in the Plan or as ordered by the Bankruptcy Court, no award or reimbursement of attorneys fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim.

20. No Admissions

As to contested matters, adversary proceedings and other causes of action or threatened causes of action, the Plan shall not constitute or be construed as an admission by either of the Debtors or the Reorganized Debtors of any fact or liability, stipulation, or waiver, but shall constitute and be construed as a statement made in settlement negotiations. The Plan shall not be construed to be conclusive advice on the tax, securities, and other legal effects of the Plan as to holders of Claims against, and Interests in, the Debtors or their affiliates, as debtors and debtors in possession in these chapter 11 cases.

VIII. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

THE PLAN AND ITS RELATED TAX CONSEQUENCES ARE COMPLEX. MOREOVER, MANY OF THE INTERNAL REVENUE CODE PROVISIONS DEALING WITH THE FEDERAL INCOME TAX ISSUES ARISING FROM THE PLAN HAVE BEEN THE SUBJECT OF RECENT LEGISLATION AND, AS A RESULT, MAY BE SUBJECT TO AS YET UNKNOWN ADMINISTRATIVE OR JUDICIAL INTERPRETATIONS. THE DEBTORS HAVE NOT REQUESTED A RULING FROM THE INTERNAL REVENUE SERVICE (THE "IRS") OR AN OPINION OF COUNSEL WITH RESPECT TO THESE MATTERS. ACCORDINGLY, NO ASSURANCE CAN BE GIVEN AS TO THE INTERPRETATION THAT THE IRS WILL ADOPT. THERE ALSO MAY BE STATE, LOCAL OR OTHER TAX CONSIDERATIONS APPLICABLE TO EACH CREDITOR. CREDITORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE CONSEQUENCES OF THE PLAN TO THEM UNDER FEDERAL AND APPLICABLE STATE, LOCAL AND OTHER TAX LAWS.

IX. CONFIRMATION OF THE PLAN

A. Solicitation of Votes; Voting Procedures

1. Ballots and Voting Deadlines

A Ballot to be used for voting to accept or reject the Plan, together with a postage-paid return envelope, is enclosed with all copies of this Disclosure Statement mailed to all holders of Claims entitled to vote. BEFORE COMPLETING YOUR BALLOT, PLEASE READ CAREFULLY

THE INSTRUCTION SHEET THAT ACCOMPANIES THE BALLOT.

The Bankruptcy Court has directed that, in order to be counted for voting purposes, Ballots for the acceptance or rejection of the Plan must be received no later than 5:00 p.m., Central Time, on _____, 201__ at the following address:

Forshey & Prostok, L.L.P.
777 Main Street, Suite 1290
Fort Worth, Texas 76102
Attn: Linda Breedlove

YOUR BALLOT MAY NOT BE COUNTED IF IT IS RECEIVED AT THE ABOVE ADDRESS AFTER 5:00 P.M., CENTRAL TIME, ON _____, 201__.

2. Parties in Interest Entitled to Vote

The holder of a Claim or Interest may vote to accept or reject the Plan only if the Plan impairs the Class in which such Claim or Interest is classified. Under the Plan, Classes 1, 2, 3, 4, 8 and 9 are impaired. Classes 5, 6, 7 and 10 are not impaired and are deemed to have accepted the Plan.

Any Claim or Interest as to which an Objection has been filed is not entitled to vote unless the Bankruptcy Court, upon application of the holder to whose Claim or Interest an Objection has been made, temporarily allows such Claim or Interest in an amount that it deems proper for the purpose of accepting or rejecting the Plan. Any such application must be heard and determined by the Bankruptcy Court on or before commencement of the Confirmation Hearing. A vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

IF YOU HAVE ANY QUESTIONS REGARDING THE PROCEDURES FOR VOTING ON THE PLAN, PLEASE CONTACT COUNSEL FOR THE DEBTORS AT THE FOLLOWING ADDRESS:

Jeff P. Prostok
Matthew G. Maben
Forshey & Prostok, L.L.P.
777 Main Street, Suite 1290
Fort Worth, Texas 76102
(817) 877-8855
(817) 877-4151 fax
Email: jprostok@forsheyprostok.com
Email: mmaben@forsheyprostok.com

3. Vote Required for Class Acceptance

The Bankruptcy Code defines acceptance of a plan by a class of claims as acceptance by holders of at least two-thirds in dollar amount, and more than one-half in number, of the claims of that class which actually cast ballots for acceptance or rejection of the plan. Thus, class acceptance takes place only if at least two-thirds in amount and a majority in number of the holders of claims voting cast their ballots in favor of acceptance.

The Bankruptcy Code defines acceptance of a plan by a class of interests as acceptance by holders of at least two-thirds in amount of the interests of that class that actually cast ballots for acceptance or rejection of the plan. Thus, class acceptance takes place only if at least two-thirds in amount of the holders of interests voting cast their ballots in favor of acceptance.

B. Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a hearing on confirmation of a plan. By order of the Bankruptcy Court, the Confirmation Hearing has been scheduled for _____, 201__, at _____.m. Central Time, in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement made at the Confirmation Hearing or any adjournment thereof.

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of a plan. Any objection to confirmation of the Plan must be made in writing and filed with the Bankruptcy Court on or before _____, 201__, at the following address:

Office of the Clerk
U.S. Bankruptcy Court
Eldon B. Mahon U.S. Courthouse
501 W. Tenth Street
Fort Worth, Texas 76102-3643

In addition, any such objection must be served upon the following parties, together with proof of service, on or before _____, 201__:

Jeff P. Prostok
Matthew G. Maben
Forshey & Prostok, L.L.P.
777 Main Street, Suite 1290
Fort Worth, Texas 76102
(817) 877-4151 fax
Email: jprostok@forsheyprostok.com
Email: mmaben@forsheyprostok.com

United States Trustee
Attn: Erin Schmidt, Trial Attorney
1100 Commerce Street, Room 976
Dallas, TX 75242
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Objections to confirmation of the Plan are governed by Bankruptcy Rule 9014. UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT WILL NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

C. Requirements for Confirmation of the Plan

At the Confirmation Hearing, the Bankruptcy Court must determine whether the Bankruptcy Code's requirements for confirmation of the Plan have been satisfied, in which event the Bankruptcy Court will enter an order confirming the Plan. As set forth in section 1129 of the Bankruptcy Code, these requirements are as follows:

1. The plan complies with the applicable provisions of the Bankruptcy Code.

2. The proponents of the plan complied with the applicable provisions of the Bankruptcy Code.

3. The plan has been proposed in good faith and not by any means forbidden by law.

4. Any payment made or promised by the debtor, by the plan proponent, 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 case, or in connection with the plan and incident to the case, has been approved by, or is subject to the approval of the Bankruptcy Court as reasonable.

5. (a) (i) The proponent of the plan has 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 debtor, an affiliate of the debtor participating in a joint plan with the debtor, or a successor to the debtor under the plan; and

(ii) the appointment to, or continuance in, such office of such individual, is consistent with the interests of creditors and equity security holders and with public policy; and

(b) the proponent of the plan has disclosed the identity of any Insider that will be employed or retained by the reorganized debtor, and the nature of any compensation for such insider.

6. Any governmental regulatory commission with jurisdiction, after confirmation of the plan, over the rates of the debtor has approved any rate change provided for in the plan, or such rate change is expressly conditioned on such approval.

7. With respect to each impaired class of claims or interests:

(a) each holder of a claim or interest of such class has accepted the plan or will receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code on such date; or

(b) if section 1111(b)(2) of the Bankruptcy Code applies to the claims of such class, the holder of a claim of such class will receive or retain 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 value of such holder's interest in the estate's interest in the property that secures such claims.

8. With respect to each class of claims or interests:

(a) such class has accepted the plan; or

(b) such class is not impaired under the plan.

9. Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the plan provides that:

(a) with respect to a claim of a kind specified in section 507(a)(2) or 507(a)(3) of the Bankruptcy Code, on the effective date of the plan, the holder of such claim will receive on account of such claim cash equal to the allowed amount of such claim;

(b) with respect to a class of claims of a kind specified in section 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6) or 507(a)(7) of the Bankruptcy Code, each holder of a claim of such class will receive:

(i) if such class has accepted the plan, deferred cash payments of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or

(ii) if such class has not accepted the plan, cash on the effective date of the plan equal to the allowed amount of such claim; and

(c) with respect to a claim of a kind specified in section 507(a)(8) of the Bankruptcy Code, the holder of such claim will receive on account of such claim regular installment payments in cash:

(i) of a total value, as of the effective date of the plan, equal to the allowed amount of such claim;

(ii) over a period ending not later than 5 years after the date of the order for relief under section 301, 302, or 303; and

(iii) in a manner not less favorable than the most favored nonpriority unsecured claim provided for by the plan (other than cash payments made to a class of creditors under section 1122(b) of the Bankruptcy Code); and

(d) with respect to a secured claim which would otherwise meet the description of an unsecured claim of a governmental unit under section 507(a)(8) of the Bankruptcy Code, but for the secured status of that claim, the holder of that claim will receive on account of that claim, cash payments, in the same manner and over the same period, as prescribed in 9(c) above.

10. If a class of claims is impaired under the plan, at least one class of claims that is impaired has accepted the plan, determined without including any acceptance of the plan by any insider holding a claim of such class.

11. Confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan.

12. All fees payable under 28 U.S.C. section 1930, as determined by the Bankruptcy Court at the hearing on confirmation of the plan, have been paid or the plan provides for the payment of all such fees on the effective date of the plan.

13. The plan provides for the continuation after its effective date of payment of all retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code, at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114, at any time prior to confirmation of the plan, for the duration of the period the Debtor has obligated itself to provide such benefits.

14. If the debtor is required by a judicial or administrative order, or by statute, to pay a domestic support obligation, the debtor has paid all amounts payable under such order or such statute for such obligation that first become payable after the date of the filing of the petition.

15. In a case in which the debtor is an individual and in which the holder of an allowed unsecured claim objects to the confirmation of the plan:

(a) the value, as of the effective date of the plan, of the property to be distributed under the plan on account of such claim is not less than the amount of such claim; or

(b) the value of the property to be distributed under the plan is not less than the projected disposable income of the debtor (as defined in section 1325(b)(2) of the Bankruptcy Code) to be received during the five year period beginning on the date that the first payment is due under the plan, or during the period for which the plan provides payments, whichever is longer.

16. All transfers of property under the plan shall be made in accordance with any applicable provisions of nonbankruptcy law that govern the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust.

The Debtors believe that the Plan satisfies all of the applicable statutory requirements of chapter 11 of the Bankruptcy Code, that the Debtors have complied or will have complied with all the requirements of chapter 11, and that the Plan is proposed in good faith.

The Debtors believe that holders of all Allowed Claims impaired under the Plan will receive payments under the Plan having a present value, as of the Effective Date, not less than the amounts likely to be received if the Debtors were liquidated in a case under chapter 7 of the Bankruptcy Code. At the Confirmation Hearing, the Bankruptcy Court will determine whether holders of Allowed Claims would receive greater distributions under the Plan than they would receive in a liquidation under chapter 7.

These facts and others demonstrating the confirmability of the Plan will be shown at the Confirmation Hearing.

D. Cramdown

In the event that any impaired Class of Claims or Interests does not accept the Plan, the Bankruptcy Court may still confirm the Plan at the request of the Debtors if, as to each impaired Class which has not accepted the Plan, the Bankruptcy Court determines that the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to that Class. A plan of reorganization "does not discriminate unfairly" within the meaning of the Bankruptcy Code if no class receives more than it is legally entitled to receive for its claims or interests.

"Fair and equitable" has different meanings with respect to the treatment of secured and unsecured claims. As set forth in section 1129(b)(2) of the Bankruptcy Code, those meanings are as follows:

1. With respect to a class of secured claims, the plan provides:

(a) (i) that the holders of such claims retain the liens securing such claims, whether the property subject to such liens is retained by the debtor or transferred to another entity, to the extent of the allowed amount of such claims; and

(ii) that each holder of a claim of such class receive on account of such claim deferred cash payments totaling at least the allowed amount of such claim, of a value, as

of the effective date of the plan, of at least the value of such holder's interest in the estate's interest in such property;

(b) for the sale, subject to section 363(k) of the Bankruptcy Code, of any property that is subject to the liens securing such claims, free and clear of such liens, with such liens to attach to the proceeds of such sale, and the treatment of such liens on proceeds under clause (a) and (b) of this subparagraph; or

(c) the realization by such holders of the "indubitable equivalent" of such claims.

2. With respect to a class of unsecured claims, the plan provides:

(a) that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or

(b) the holder of any claim or interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or interest any property, except that in a case in which the debtor is an individual, the debtor may retain property included in the estate under section 1115 of the Bankruptcy Code, subject to the requirements of section 1129(a)(14) of the Bankruptcy Code.

3. With respect to a class of interests, the plan provides:

(a) that each holder of an interest of such class receive or retain on account of such interest property of a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled or the value of such interest; or

(b) that the holder of any interest that is junior to the interests of such class will not receive or retain under the plan on account of such junior interest any property.

In the event that one or more Classes of impaired Claims or Interests reject the Plan, the Bankruptcy Court will determine at the Confirmation Hearing whether the Plan is fair and equitable with respect to, and does not discriminate unfairly against, any rejecting impaired Class of Claims or Interests.

X. RISK FACTORS

The following is intended as a summary of certain risks associated with the Plan, but it is not exhaustive and must be supplemented by the analysis and evaluation made by each holder of a Claim or Interest of the Plan and this Disclosure Statement as a whole with such holder's own advisors.

A. Variances from Projections

While the Debtors are very confident regarding the projections in support of the Plan, there are various risk factors that must be considered.

1. General

The Plan is premised on the financial analyses and projections attached to the Disclosure Statement as Exhibit "B". The projections include, among other items, assumptions concerning general economic conditions, the ability to make necessary capital expenditures, and other factors. The Debtors believe that the assumptions underlying the projections are reasonable and that the Reorganized Debtors will be able to perform their obligations under the Plan. There are certain other factors, however, that relate to the Reorganized Debtors' ability to achieve the projections.

2. Income and Expenses

The Debtors believe that the projections of future income are reasonable based on history and Stringer's knowledge. However, market fluctuations – particularly with respect to commodity prices – may affect the profitability of the Reorganized Debtors' farming operations that will be conducted through FarmCo and the cattle business that will be conducted through CattleCo. While the Reorganized Debtors will take steps to minimize risk and exposure to such market fluctuations, including through hedging activities, changes in commodity prices are beyond the Debtors' control and, if severe, could negatively impact the ability of the Reorganized Debtors to meet income projections. The projections also contemplate substantial future revenue from the Wind Leases beginning in 2019. Because construction of the wind farms has not commenced, it cannot be guaranteed that the wind turbines and related infrastructure will be in place in time for the Wind Leases to begin generating revenue as projected. Any unexpected delays in obtaining regulatory approval for the wind farms and/or in construction of the wind farms could substantially delay the point in time when the Reorganized Debtors begin to obtain revenue from the Wind Leases.

The Debtors also believe the projections of future expenses are reasonable based on history and Stringer's knowledge. However, while the Debtors believe the projections are sufficiently conservative, expenses in future years are difficult to predict. If expenses increase significantly beyond the Debtors' projections, it could have an adverse impact on the Reorganized Debtors' business operations and ability to perform their obligations under the Plan.

3. Economic Recession

The Debtors' projections are based on experience and take into account normal fluctuations in the economy generally. Nonetheless, severe recession or economic depression could adversely affect the Reorganized Debtors' businesses. Although the Debtors believe the projections are conservative, the Debtors cannot guarantee them. In the event that a severe economic downturn occurs, it is possible that the Reorganized Debtors could face difficulties in meeting the projections.

B. Bankruptcy Risks

1. Insufficient Acceptances

For the Plan to be confirmed, each impaired Class of Claims is given the opportunity to vote to accept or reject the Plan. With regard to such impaired voting Classes, the Plan will be deemed accepted by a Class of impaired Claims if the Plan is accepted by Claimants of such Class actually voting on the Plan who hold at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the total Allowed Claims of the Class voted. Only those members of a

Class who vote to accept or reject the Plan will be counted for voting purposes. The Debtors reserve the right to request confirmation pursuant to the cramdown provisions in section 1129(b) of the Bankruptcy Code, which will allow confirmation of the Plan regardless of the fact that a particular Class of Claims has not accepted the Plan. However, there can be no assurance that any impaired Class of Claims under the Plan will accept the Plan or that the Debtors would be able to use the cramdown provisions of the Bankruptcy Code for confirmation of the Plan.

2. Confirmation Risks

The following specific risks exist with respect to confirmation of the Plan:

(a) Any objection to confirmation of the Plan can either prevent confirmation of the Plan, or delay such confirmation for a significant period of time.

(b) Since the Debtors may be seeking to obtain approval of the Plan over the rejection of one or more impaired Classes of Claims, the cramdown process could delay confirmation.

3. Conditions Precedent

Confirmation of the Plan and occurrence of the Effective Date are subject to certain conditions precedent that may not occur. The Debtors, however, are working diligently to ensure that all conditions precedent are satisfied.

XI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

The Debtors have evaluated several reorganization alternatives to the Plan, including the liquidation of the Debtors. After studying these alternatives, the Debtors concluded that the Plan is the best alternative and will maximize recoveries by holders of Claims, assuming confirmation of the Plan. The following discussion provides a summary of the Debtors' analysis leading to its conclusion that the Plan will provide the highest value to holders of Claims.

A. Liquidation of the Debtors

The Debtors analyzed whether a chapter 7 liquidation of the Assets of the Debtors would be in the best interest of holders of Claims. The Debtors' analysis is reflected in the document attached hereto as **Exhibit "E"** (the "Liquidation Analysis"). The Liquidation Analysis reflects a liquidation value that is materially lower than the value that may be realized through the Plan. The Debtors believe that liquidation would result in substantial diminution in the value to be realized by holders of Claims because of (a) additional administrative expenses involved in the appointment of a trustee or trustees, attorneys, accountants, and other professionals to assist such trustee(s) in the case of chapter 7 proceedings; (b) diminished recovery on account of the SFI Farmland and Stringer Farmland due to a quick marketing period for such Assets in liquidation; and (c) the substantial time which would elapse before Creditors would receive any distribution in respect of their Claims.

B. Foreclosure by Sandton

If the Plan is not confirmed or does not become effective, orderly liquidation of the Debtors' Assets may not be an option. Pursuant to the DIP Loan Documents and DIP Financing Order, Sandton was granted Liens on all Assets of the Debtors. As set forth in the DIP Financing Order,

the appointment of a chapter 11 trustee or the conversion of either of the Debtors' chapter 11 cases to chapter 7 constitute events of default. Thus, if the Plan is not confirmed or does not become effective, the Debtors believe there is a significant risk that Sandton will declare one or more events of default. If Sandton declares an event of default that is not cured or determined by the Bankruptcy Court to not constitute an event of default within ten (10) days of notice of the alleged event of default, then the DIP Financing Order provides that the Debtors shall have thirty (30) days during which they may seek Bankruptcy Court approval to sell their Assets pursuant to section 363 of the Bankruptcy Code. The DIP Financing Order further provides that if at the end of such thirty-day period the Bankruptcy Court has not approved a sale pursuant to section 363 of the Bankruptcy Code which provides for full payment of all amounts owed to Sandton from proceeds of the sale and Sandton is not paid in full within fifteen (15) days from entry of an order approving the sale, then Sandton may exercise all of its rights and remedies under the DIP Loan Documents. Consequently, if the Plan is not confirmed, it is possible that Sandton will ultimately foreclose its Liens against the Assets. In that scenario, the Debtors believe that the value that might be obtained for the Assets could be materially less than what the Assets would generate even in an orderly liquidation under chapter 7 of the Bankruptcy Code.

C. Alternatives if the Plan is Not Confirmed

If the Plan is not confirmed, the Debtors or any other party in interest in these chapter 11 cases could attempt to formulate and propose a different plan or plans of reorganization. Such plans might involve either a reorganization and continuation of the Debtors' businesses, a sale of the Debtors' businesses as going concerns, an orderly liquidation of the Debtors' Assets, or a combination thereof. Further, if no plan of reorganization can be confirmed, these chapter 11 cases may be converted to liquidation proceedings under chapter 7 of the Bankruptcy Code. In chapter 7 cases, a trustee or trustees would be elected or appointed to liquidate the Assets of the Debtors. The proceeds of the liquidation would be distributed to the Creditors of the Debtors in accordance with the priorities established by the Bankruptcy Code.

XII. CONCLUSION

The Debtors urge holders of Claims in impaired Classes to vote to **ACCEPT** the Plan and to evidence such acceptance by returning their Ballots so that they will be received on or before 5:00 p.m., Central Time, on _____, 201__.

[The remainder of this page has been left intentionally blank.]

Dated: August 31, 2017.

Respectfully submitted,

/s/ Charles Blake Stringer
Charles Blake Stringer, Individually

STRINGER FARMS, INC.

By: /s/ Charles Blake Stringer
Charles Blake Stringer, President

APPROVED:

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ATTORNEYS FOR STRINGER FARMS, INC.
AND CHARLES BLAKE STRINGER, DEBTORS
AND DEBTORS IN POSSESSION

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EXHIBIT "A"
TO
DISCLOSURE STATEMENT PURSUANT
TO SECTION 1125 OF THE UNITED
STATES BANKRUPTCY CODE WITH
RESPECT TO THE JOINT PLAN OF
REORGANIZATION OF STRINGER
FARMS, INC. AND CHARLES BLAKE
STRINGER

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ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	)	Chapter 11 Cases
)	
STRINGER FARMS, INC.,	)	Case No. 16-44821-rfn11
CHARLES BLAKE STRINGER,	)	Case No. 16-44871-rfn11
)	
Debtors.	)	Jointly Administered Under
	)	Case No. 16-44821-rfn11

**JOINT PLAN OF REORGANIZATION OF STRINGER FARMS, INC.
AND CHARLES BLAKE STRINGER**

Dated: August 30, 2017.

Stringer Farms, Inc., a Texas corporation, and Charles Blake Stringer, an individual, the Debtors in the above-captioned jointly administered bankruptcy cases, hereby propose the following Joint Plan of Reorganization pursuant to subsection 1121(a) of the Bankruptcy Code.

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ARTICLE I. DEFINITIONS

A. Defined Terms.

In addition to such other terms as are defined in other sections of this Plan, the following terms shall have the meanings set forth below (such meanings to be equally applicable to both the singular and plural, masculine and feminine forms of the terms defined).

1.1 "Administrative Expense" includes any cost or expense of administration of the Debtors' chapter 11 cases allowed under subsections 503(b) and 507(a)(2) of the Bankruptcy Code, including, without limitation, any actual and necessary expenses of preserving the estates of the Debtors, any actual and necessary expenses of operating the businesses of the Debtors, all compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under section 330 or 503 of the Bankruptcy Code, and any fees or charges assessed against the estates of the Debtors under section 1930, chapter 123 of title 28 of the United States Code.

1.2 "Allowed," when used with respect to a Claim (other than an Administrative Expense), means a Claim (a) to the extent it is not Contested; or (b) a Contested Claim, proof of which was filed timely with the Bankruptcy Court, and (i) as to which no Objection was filed by the Objection Deadline, or (ii) as to which an Objection was filed by the Objection Deadline, to the extent, if any, such Claim is ultimately allowed by a Final Order; provided however, if a Claim is to be determined in a forum other than the Bankruptcy Court, such Claim shall not become Allowed until determined by Final Order of such other forum and allowed by Final Order of the Bankruptcy Court.

1.3 "Ally Bank Secured Claim" means the Claim held by Ally Bank based on Ally Bank's financing of Stringer's purchase of a 2015 GMC Sierra vehicle pursuant to a Motor Vehicle Retail Installment Sales Contract dated June 28, 2014 between Stringer and Classic Buick GMC.

1.4 "Assets" includes all right, title, and interest in and to all property of every type or nature owned or claimed by the Debtors as of their respective Petition Dates, together with all such property of every type or nature subsequently acquired by the Debtors through the Effective Date, whether real or personal, tangible or intangible, and wherever located, and including, but not limited to, property as defined in section 541 of the Bankruptcy Code. Without limiting the generality of the foregoing, this shall include all Estate Claims and Estate Defenses.

1.5 "Avoidance Action" means a cause of action assertable by either Debtor against any Person, including but not limited to any Creditor, pursuant to Chapter 5 of the Bankruptcy Code, including without limitation, actions brought, or which may be brought, under sections 542, 543, 544, 545, 547, 548, 549, 550, or 553 of the Bankruptcy Code.

1.6 "Ballot" means the form of ballot provided to holders of Claims or Interests entitled to vote pursuant to Bankruptcy Rule 3017(d), by which each such holder may accept or reject the Plan.

1.7 "Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended and codified at title 11 of the United States Code.

1.8 "Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division.

1.9 "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as amended from time to time, including all applicable local rules of the Bankruptcy Court.

1.10 "Bar Date" is the date established by the Bankruptcy Court, including through any standing order, for filing proofs of Claim or proofs of Interest; provided, however, that if the Bankruptcy Court has ordered an extension of the time by which a particular Creditor may file a proof of Claim or proof of Interest, the date set with respect to such Creditor shall be the Bar Date with respect to such Creditor, but only as to such Creditor.

1.11 "Business Day" means any day other than Saturday, Sunday, a legal holiday, or a day on which national banking institutions in Texas are authorized or obligated by law or executive order to close.

1.12 "Card Agreement" means that certain WellsOne® Commercial Card Agreement dated July 14, 2015 between Stringer and Wells Fargo.

1.13 "Caterpillar" means Caterpillar Financial Services Corporation.

1.14 "Caterpillar Secured Claim" means the Claim of Caterpillar, but only to the extent and in the amount, if any, that such Claim is Allowed as a Secured Claim, evidenced by and based on that certain Master Loan and Security Agreement dated October 9, 2015 between Stringer and Caterpillar.

1.15 "CattleCo" means a new Texas limited liability company that will be formed on or prior to the Effective Date and which will be solely owned and managed by Stringer.

1.16 "Claim" means (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured (including potential and unmatured tort and contract claims), 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 of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured (including potential and unmatured tort and contract claims), disputed, undisputed, secured or unsecured.

1.17 "Claimant" means the holder of a Claim.

1.18 "Class" means a category or group of holders of Claims or Interests as designated in Article II of the Plan.

1.19 "Collateral" means any Asset subject to a valid and enforceable Lien to secure payment of a Claim, including any right of offset asserted against any Asset.

1.20 "Collection Costs" shall refer to attorney's fees, expenses and other costs of collection which any Creditor may seek to recover from the Debtors pursuant to either the relevant loan documents or applicable law, but only to the extent actually Allowed by a Final Order.

1.21 "Confirmation Date" means the date of entry of the Confirmation Order.

1.22 "Confirmation Hearing" means the hearing, as it may be continued from time to time, conducted by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code and

Bankruptcy Rule 3020(b) to consider confirmation of the Plan, as the same may be amended or supplemented.

1.23 "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan in accordance with the provisions of chapter 11 of the Bankruptcy Code.

1.24 "Contested," when used with respect to a Claim, means a Claim: (a) that is listed in the Schedules of either of the Debtors as disputed, contingent, and/or unliquidated, or in the amount of "\$0.00" or "Unknown"; (b) that is listed in the Schedules of either of the Debtors as undisputed, liquidated, and not contingent and as to which a proof of Claim has been filed with the Bankruptcy Court, to the extent the proof of Claim amount exceeds the scheduled amount; (c) that is not listed in the Schedules of either of the Debtors, regardless of whether or not a proof of Claim has been filed with the Bankruptcy Court; (d) as to which an Objection has been or may be timely filed and which Claim has not been Allowed by a Final Order; or (e) for which the proof of Claim is filed after the applicable Bar Date.

1.25 "Creditor" means a "creditor," as defined in section 101(10) of the Bankruptcy Code.

1.26 "CRP Contract" means a Conservation Reserve Program Contract to which either Debtor is a party.

1.27 "Cure Claim" shall refer to the payment or other performance required to cure any existing default under an Executory Contract.

1.28 "Debtors" shall mean, together, SFI and Stringer.

1.29 "DIP Loan Documents" means that certain Credit and Security Agreement entered into as of February 28, 2017 by the Debtors and Sandton, together with any other related documents, instruments and agreements, pursuant to which Sandton provided the Debtors with debtor-in-possession financing.

1.30 "Disallowed," when used with respect to all or any part of a Claim or Interest, means that portion of a Claim or Interest to which an Objection or motion to disallow has been sustained by a Final Order or, as to a Contested Claim, any portion thereof which is not Allowed by a Final Order of the Bankruptcy Court.

1.31 "Disclosure Statement" means the written statement, as amended, supplemented, or modified from time to time, describing the Plan that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code and Bankruptcy Rule 3017.

1.32 "Distribution" shall refer to and include any payment or other distribution of property pursuant to this Plan.

1.33 "Dos Ex LLC" means, Dos Ex Cattle Co., LLC, a Texas limited liability Company.

1.34 "Dos Ex LP" means Dos Ex Partnership, LP, a Texas limited partnership.

1.35 "Dumas Matter" means the matter involving the City of Dumas, Texas in which Stringer possesses claims against and will be entitled to compensation from the City of Dumas, Texas based on easements that the City of Dumas, Texas seeks to obtain and/or condemn on

certain real estate owned by Stringer, which may result in the commencement of a condemnation lawsuit by the City of Dumas, Texas in state court if Stringer and the City of Dumas, Texas do not reach an agreement through mediation or otherwise.

1.36 "Effective Date" means the first Business Day which is fourteen (14) days after the Confirmation Date if the Confirmation Order is not stayed or, if the Confirmation Order is stayed, the first Business Day following the lifting, dissolution, or removal of such stay which is at least fourteen (14) Business Days after the Confirmation Date, and upon which all conditions to the effectiveness of the Plan set forth in Article X below are satisfied.

1.37 "Estate Claims" shall include all claims and causes of action held by a Debtor's bankruptcy estate, including without limitation all Avoidance Actions.

1.38 "Estate Defenses" shall refer to all defenses, affirmative defenses, counterclaims or offsets by a Debtor's bankruptcy estate against any Person, including but not limited to any Creditor.

1.39 "Event of Default" means the failure of a Reorganized Debtor to perform, keep, or observe any term, covenant, or condition of the Plan, but only if the Event of Default is not cured prior to the expiration of the applicable cure period.

1.40 "Executory Contract" shall refer to any executory contract or unexpired lease which is subject to section 365 of the Bankruptcy Code.

1.41 "Exit Facility" means exit financing to be provided by the Exit Lender, which will consist of the New Term Loan and the New Revolver.

1.42 "Exit Lender" means a lender or lenders to be identified in the future that will provide the Exit Facility to the Reorganized Debtors.

1.43 "F&P" means Forshey & Prostok, LLP, the Debtors' bankruptcy counsel.

1.44 "FarmCo" means a new Texas limited liability company that will be formed on or prior to the Effective Date and which will be solely owned and managed by Stringer.

1.45 "Final Order" means an order or judgment of the Bankruptcy Court or any other court or adjudicative body, as to which the time to appeal or seek rehearing or petition for certiorari shall have expired, and which such order or judgment shall no longer be subject to appeal, rehearing, or certiorari proceeding.

1.46 "FNMA" means Federal National Mortgage Association.

1.47 "FNMA Secured Claim" means the Claim of FNMA evidenced by that certain Note dated April 27, 2015 executed by Stringer in favor of Amarillo National Bank in the original principal amount of \$417,000, repayment of which is secured by Stringer's homestead.

1.48 "Initial Distribution Date", when used with respect to each Claim, means:

(a) The Effective Date, as to each Claim which is not Contested on the Effective Date; provided, however, that if the payment terms of Article IV of this Plan applicable to each such Claim specify a different date, then the Initial Distribution Date shall be the date as calculated pursuant to the terms of Article IV of this Plan applicable to each such Claim.

(b) As to any Contested Claim, the later of the following: (i) if the Allowed Claim is payable on the Effective Date, then on the first Business Day of the first calendar month beginning at least thirty (30) days after the date on which a Contested Claim becomes an Allowed Claim, or (ii) if the payment terms of Article IV of this Plan applicable to each such Claim specify a date of payment other than the Effective Date, then the date as calculated pursuant to the terms of Article IV of this Plan applicable to each such Claim calculated from the date reflected in part (i) of this subparagraph (b).

The Initial Distribution Date shall be separately determined with respect to each Allowed Claim based upon the date each such Claim became an Allowed Claim.

1.49 "Insider" means a Person described in section 101(31) of the Bankruptcy Code.

1.50 "Interests" shall refer to any equity or ownership interest in SFI.

1.51 "IRS" means the Department of the Treasury – Internal Revenue Service.

1.52 "LandCo" means a new Texas limited liability company that will be formed on or prior to the Effective Date and which will be solely owned and managed by Stringer.

1.53 "Lien" means any mortgage, lien, charge, security interest, encumbrance, or other security device of any kind affecting any Asset, including any right of offset asserted against any Asset.

1.54 "New Revolver" means a new revolving line of credit to be provided by an Exit Lender as part of the Exit Facility and which shall, *inter alia*, be secured by Liens on (a) all cattle and crops of the Reorganized Debtors and FarmCo, and (b) all assets of CattleCo.

1.55 "New Term Loan" means a new term loan to be provided by an Exit Lender as part of the Exit Facility and which shall, *inter alia*, (a) be secured by Liens on all of the SFI Farmland and Stringer Farmland, which such Liens shall be subordinate only to any Liens securing payment of Property Taxes assessed against such Collateral, to the extent that applicable non-bankruptcy law grants priority to such Liens, (b) fully fund on or before the Effective Date, and (c) provide the funds required to pay the Sandton DIP Loan Claim in full on the Effective Date.

1.56 "Nowlin Lease" means that certain Agriculture Lease Agreement dated November 2, 2015 between the Debtors, as tenants, and Laura Ferne Nowlin, as landlord.

1.57 "Objection" includes (a) an objection to the allowance of a Claim interposed by any party entitled to do so within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, and (b) as to any Taxing Authority, shall include a proceeding commenced under section 505 of the Bankruptcy Code to determine the legality or amount of any tax.

1.58 "Objection Deadline" shall mean one hundred twenty (120) days following the Effective Date unless otherwise extended by order of the Bankruptcy Court.

1.59 "Pending Lawsuits" means, collectively, the following state court lawsuits in which Stringer is a plaintiff: (a) *Blake Stringer v. DCP Midstream, LP*, Cause No. 13-81, in the 69th District Court, Moore County, Texas; (b) *Blake Stringer, Individually and D/B/A CBS Farms v. Curtis Scheffe and Jacqueline Scheffe*, Cause No. 4905H, in the 69th District Court, Hartley

County, Texas; and (c) *Charles Blake Stringer v. Out-Back Pool & Spa, LLC and Gary Roger Mayfield*, Cause No. 69,544-A, in the 47th District Court, Randall County, Texas.

1.60 "Person" means any individual, any type of incorporated or registered business or nonprofit entity, including any corporation, general partnership, limited partnership, limited liability company, limited liability partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, governmental entity or unit, or any political subdivision thereof, or other entity.

1.61 "Petition Date" means (a) December 14, 2016 when used in reference to SFI's bankruptcy case, December 14, 2016 being the date on which SFI's bankruptcy case was filed, and (b) December 20, 2016 when used in reference to Stringer's bankruptcy case, December 20, 2016 being the date on which Stringer's bankruptcy case was filed.

1.62 "Plan" means this Joint Plan of Reorganization of Stringer Farms, Inc. and Charles Blake Stringer, either in its present form or as it may be altered, amended, or modified from time to time.

1.63 "Plan Documents" shall refer to the documents that aid in effectuating the Plan as specifically identified as such herein and filed with the Bankruptcy Court as specified in Article I(D) hereof.

1.64 "Plan Rate" means a rate of interest of three percent (3%) per annum.

1.65 "Priority Claim" means a Claim, other than a Claim for an Administrative Expense, to the extent that such Claim is entitled to priority of payment under section 507(a) of the Bankruptcy Code.

1.66 "Priority Tax Claim" means a Claim entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

1.67 "Professional" means a Person employed pursuant to an order of the Bankruptcy Court in accordance with sections 327 and 1103 of the Bankruptcy Code or who is entitled to compensation or reimbursement pursuant to sections 503(b)(3)(D) or 506(b) of the Bankruptcy Code.

1.68 "Property Tax Claim" means a Claim for Property Taxes.

1.69 "Property Taxes" shall mean such taxes assessed by any Taxing Authority against any property of the Debtors based on the value thereof, as allowed by applicable state and local law.

1.70 "Rejection Claim" means a Claim arising under section 502(g) of the Bankruptcy Code as a consequence of the rejection of any Executory Contract.

1.71 "Reorganized Debtors" means SFI and Stringer, acting from and after the Effective Date.

1.72 "Sandton" means Sandton Credit Solutions Master Fund IV, LP.

1.73 "Sandton DIP Loan Claim" means the Secured Claim held by Sandton arising under or related to the DIP Loan Documents, which such Claim shall be deemed an Allowed Claim.

1.74 "Schedules" means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtors as required by section 521 of the Bankruptcy Code.

1.75 "Secured Claim" shall mean (a) a Claim secured by a Lien against an Asset, to the extent such Lien is valid, perfected and enforceable under applicable non-bankruptcy law and is not subject to avoidance under the Bankruptcy Code or other applicable non-bankruptcy law, and which is duly Allowed, but only to the extent that such Claim does not exceed the value of the Assets which the Bankruptcy Court finds are valid security for such Claim (except, if the holder of such Claim makes the election provided for in section 1111(b)(2) of the Bankruptcy Code, the entire amount of the Claim shall be a Secured Claim), and (b) any valid and enforceable right of offset asserted against a Debtor or any Asset.

1.76 "Secured Creditor" shall mean the holder of a Secured Claim.

1.77 "SFI" means Stringer Farms, Inc., a Texas corporation, which is the debtor and debtor-in-possession in the chapter 11 bankruptcy case in the Bankruptcy Court identified as Case No. 16-44821-rfn11.

1.78 "SFI Farmland" means all real estate and fixtures thereon owned by SFI that are either used in connection with SFI's farming operations or subject to a CRP Contract, together with any other rights or interests owned by SFI associated with such real estate, including but not limited to any and all water, wind and mineral interests and/or rights.

1.79 "Smith Lease" means that certain Land Lease Crop Share dated August 1, 2013 between Stringer, as tenant, and the Smith Trust, Orville D. and Melba I. Smith, Trustees, as landlord.

1.80 "Stringer" means Charles Blake Stringer, an individual, who is the debtor and debtor-in-possession in the chapter 11 bankruptcy case in the Bankruptcy Court identified as Case No. 16-44871-rfn11.

1.81 "Stringer Farmland" means all real estate and fixtures thereon owned by Stringer that are either used in connection with Stringer's farming operations or subject to a CRP Contract, together with any other rights or interests owned by Stringer associated with such real estate, including but not limited to any and all water, wind and mineral interests and/or rights. For avoidance of doubt, Stringer Farmland shall not include any of the following three parcels of real estate listed in Stringer's Schedules: (a) Lake Tanglewood Lot 006 Block 0015 Amarillo, Texas; (b) Lake Tanglewood Lot 001 Block 0028 Amarillo, Texas; and (c) Lake Tanglewood Lot 002 Block 0028 Amarillo, Texas.

1.82 "Substantial Consummation" means the day on which a Creditor first receives a Distribution of any kind under the terms and provisions of this Plan.

1.83 "Syngenta Matter" means the claims and causes of action the Debtors possess against Syngenta AG and/or affiliates thereof, including but not limited to those relating to commercialization by such Syngenta entities of corn seeds containing a genetically modified trait known as MIR 162.

1.84 "Taxing Authority" shall include the State of Texas or any subdivision thereof, including without limitation any political subdivision of the State of Texas assessing ad valorem taxes against any of the Assets.

1.85 "Unclaimed Property" means any cash, Distribution, payment or any other property unclaimed for a period of one (1) year after the applicable Initial Distribution Date.

1.86 "Unsecured (General) Claim" means any Claim that is not secured by a valid and enforceable Lien against any Asset, but excluding always therefrom all: (a) Administrative Expenses; (b) Priority Claims; and (c) Claims included in Classes 1, 2, 3, 4, 5, 6, 7 and 8 as defined and set forth in Article II below.

1.87 "Valuation Motion" means a motion filed by a Debtor or a Secured Creditor seeking to obtain a determination by the Bankruptcy Court of the value of Collateral.

1.88 "Wells Fargo" means Wells Fargo Bank, National Association.

1.89 "Wells Fargo Notes" means, collectively, (a) that certain Promissory Note dated June 1, 2016 executed by Stringer in favor of Wells Fargo in the original principal amount of \$2,000,000.00; (b) that certain Promissory Note dated June 1, 2016 executed by Stringer in favor of Wells Fargo in the original principal amount of \$2,200,000.00; and (c) that certain Promissory Note dated June 2, 2016 executed by Stringer in favor of Wells Fargo in the original principal amount of \$5,000,000.00.

1.90 "Wells Fargo Secured Claims" means the Claims of Wells Fargo, but only to the extent and in the amount, if any, that such Claims are Allowed as Secured Claims, evidenced by and based on the Wells Fargo Notes, Card Agreement and related loan documents.

1.91 "WFFLI" means Wells Fargo Financial Leasing, Inc.

1.92 "WFFLI Finance Agreements" means, collectively, (a) that certain Installment Sale Contract and Security Agreement dated November 24, 2014 between Stringer, as buyer, and AG H2O Solutions LLC, as seller, which was assigned to WFFLI by AG H2O Solutions LLC; (b) that certain Installment Sale Contract and Security Agreement dated July 17, 2015 between Stringer, as buyer, and Green Country Equipment LLC, as seller, which was assigned to WFFLI by Green Country Equipment LLC; and (c) that certain Installment Sale Contract and Security Agreement dated July 30, 2015 between Stringer, as buyer, and Green Country Equipment LLC, as seller, which was assigned to WFFLI by Green Country Equipment.

1.93 "WFFLI Secured Claims" means the Claims of WFFLI, but only to the extent and in the amount, if any, that such Claims are Allowed as Secured Claims, evidenced by and based on the WFFLI Finance Agreements and related loan documents.

1.94 "Wind Leases" means, together, (a) that certain Wind Energy Lease Agreement dated January 5, 2016 between Stringer and Swinford Wind, LLC, as amended; and (b) that certain Wind Energy Lease Agreement dated January 6, 2016 between SFI and Swinford Wind, LLC.

1.95 "Zions" means Zions First National Bank as Servicer for U.S. National Bank Association as Custodian/Trustee for Federal Agricultural Mortgage Corporation.

1.96 "Zions Note 1" means that certain Promissory Note dated March 5, 2015 executed by Stringer and cosigned by SFI in favor of Zions in the original principal amount of \$8,480,500.00 and which was assigned by Zions First National Bank to U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation on or about March 5, 2015.

1.97 "Zions Note 2" means that certain Promissory Note dated March 5, 2015 executed by SFI and cosigned by Stringer in favor of Zions in the original principal amount of \$3,745,000.00 and which was assigned by Zions First National Bank to U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation on or about March 5, 2015.

1.98 "Zions Secured Claims" means the Secured Claims evidenced by and based on Zions Note 1 and Zions Note 2.

B. Interpretation. Unless otherwise specified, all section, Article and exhibit references in this Plan are to the respective section in, Article of, or exhibit to, the Plan as the same may be amended, waived, or modified from time to time. The headings in the Plan are for convenience and reference only and shall not limit or otherwise affect the provisions hereof. The rules of interpretation set forth in section 102 of the Bankruptcy Code shall apply to the Plan.

C. Other Terms. The words "herein," "hereof," "hereto," "hereunder," and others of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. References herein to "after notice and hearing" or other similar language shall have the same meaning as in section 102(1) of the Bankruptcy Code. Otherwise, terms used herein that are not specifically defined herein shall have the meaning ascribed to those terms, if any, in the Bankruptcy Code.

D. Exhibits and Plan Documents. All Exhibits to the Plan and all Plan Documents are incorporated into the Plan by this reference and are a part of the Plan as if set forth in full herein. Any Plan Documents may be filed with the Clerk of the Bankruptcy Court prior to the commencement of the Confirmation Hearing. Holders of Claims and Interests may obtain a copy of the Plan Documents, once filed, by a written request sent to the following address: Forshey & Prostok, LLP, 777 Main Street, Suite 1290, Fort Worth, Texas 76102, Attention: Linda Breedlove; Fax number (817) 877-4151; email: lbreedlove@forsheyprostok.com.

ARTICLE II.

CLASSIFICATION OF CLAIMS AND INTERESTS

2.1 The following is a designation of the Classes of Claims and Interests under this Plan. Administrative Expenses and Priority Claims of the kinds specified in sections 507(a)(2), 507(a)(3) and 507(a)(8) of the Bankruptcy Code have not been classified, are excluded from the following Classes in accordance with section 1123(a)(1) of the Bankruptcy Code, and their treatment is set forth in Article III below. A Claim shall be deemed classified in a particular Class only to the extent that the Claim qualifies within the description of that Class. A Claim is included in a particular Class only to the extent that the Claim is an Allowed Claim in that Class.

2.2 Claims and Interests. Allowed Claims against the Debtors and Interests in SFI are classified under this Plan as follows:

- (a) Class 1 – Zions Secured Claims

- (b) Class 2 – Wells Fargo Secured Claims
- (c) Class 3 – WFFLI Secured Claims
- (d) Class 4 – Caterpillar Secured Claim
- (e) Class 5 – FNMA Secured Claim
- (f) Class 6 – Ally Bank Secured Claim
- (g) Class 7 – Secured Property Tax Claims
- (h) Class 8 – Other Secured Claims
- (i) Class 9 – Unsecured (General) Claims
- (j) Class 10 – Interests in SFI

2.3 Impaired Classes of Claims and Interests. Classes 1, 2, 3, 4, 8 and 9 are impaired under the Plan. All other Classes are unimpaired.

2.4 Impairment or Classification Controversies. If a controversy arises as to the classification of any Claim or Interest, or as to whether any Class of Claims or Interests is impaired under the Plan, the Bankruptcy Court shall determine such controversy as a part of the confirmation process.

ARTICLE III.

TREATMENT OF ADMINISTRATIVE EXPENSES AND CERTAIN PRIORITY CLAIMS

3.1 Administrative Expenses.

(a) Each holder of an Allowed Administrative Expense shall receive, at the Reorganized Debtors' option, (i) the amount of such holder's Allowed Administrative Expense in one cash payment on the later of the Effective Date or the tenth (10th) Business Day after such Administrative Expense becomes an Allowed Administrative Expense, (ii) the amount of such holder's Allowed Administrative Expense in accordance with the ordinary business terms of such expense or cost, or (iii) such other treatment as may be agreed to in writing by such Administrative Expense Creditor and the applicable Debtor or Reorganized Debtors, or as ordered by the Bankruptcy Court.

(b) Unless the Bankruptcy Court orders to the contrary or the applicable Debtor or Reorganized Debtors agree to the contrary in writing, the holder of a Claim for an Administrative Expense, other than such a Claim by a Professional, a liability incurred and paid in the ordinary course of business by the Debtors, or an Allowed Administrative Expense, shall file with the Bankruptcy Court and serve upon the Reorganized Debtors and their counsel a written notice of such Claim for an Administrative Expense within thirty (30) days after the Effective Date. Such notice shall include at a minimum: (i) the name, address, telephone number and fax number (if applicable) of the holder of such Claim, (ii) the amount of such Claim, and (iii) the basis of such Claim. Failure to timely and properly file and serve such notice shall result in such Claim for an Administrative Expense being forever barred and discharged. Notwithstanding the foregoing, a Taxing Authority shall not be required to file any notice of a Claim for Administrative Expense or any other request for payment with respect to any Property Taxes assessed against the Debtors

for the year 2017 and subsequent years and a Taxing Authority shall retain the Liens securing all amounts owed for Property Taxes for postpetition tax years, including all penalties and interest that may accrue, until all such amounts have been paid in full.

(c) A Claim for an Administrative Expense, for which a proper notice was filed and served under subsection 3.1(b) above, shall become an Allowed Administrative Expense if no Objection is filed within thirty (30) days of the filing and service of such notice. If a timely Objection is filed, the Claim shall become an Allowed Administrative Expense only to the extent allowed by a Final Order.

(d) The procedures set forth in subsections 3.1(b) and (c) above shall not apply to Professionals, who shall each file and submit a final fee application to the Bankruptcy Court no later than sixty (60) days after the Effective Date. A Claim for Administrative Expense by a Professional in respect of which a final fee application has been properly filed and served shall become an Allowed Administrative Expense only to the extent allowed by Final Order and, if so Allowed, shall be paid in accordance with subsection 3.1(a) above. Professional fees and expenses to any Professional incurred on or after the Effective Date may be paid without necessity of application to or order by the Court.

(e) This section 3.1 shall not apply to expenses incurred by the Debtors in the ordinary course of their businesses.

3.2 Priority Tax Claims. Except to the extent that the holder of a Priority Tax Claim and the Debtors or Reorganized Debtors agree otherwise in writing, any Allowed Priority Tax Claim shall be paid and treated as follows:

(a) Interest on each Allowed Priority Tax Claim shall accrue as follows: (i) for the postpetition period beginning on the date any portion of the tax underlying the Allowed Priority Tax Claim was, became or becomes delinquent under applicable law, and to the extent of such delinquency, and continuing through the Effective Date, interest shall accrue at the applicable statutory rate of interest determined under nonbankruptcy law in compliance with section 511 of the Bankruptcy Code; and (ii) for the period beginning on the day after the Effective Date and continuing through the day on which such Allowed Priority Tax Claim is paid in full, interest shall accrue on the unpaid tax at the applicable statutory rate of interest determined under nonbankruptcy law in compliance with sections 511 and 1129 of the Bankruptcy Code, determined during the month in which the Confirmation Date occurs.

(b) Any Allowed Priority Tax Claim shall be paid in full by the Reorganized Debtor on the Initial Distribution Date.

3.3 Sandton DIP Loan Claim. On the Effective Date, except to the extent that Sandton agrees to less favorable treatment in full and final satisfaction, settlement, release, and discharge of, and in exchange for, the Sandton DIP Loan Claim, the Sandton DIP Loan Claim shall be (a) deemed to be Allowed in the full amount due and owing under the DIP Loan Documents as of the Effective Date and (b) paid in full in cash.

3.4 Trustee's Fees. The Debtors or the Reorganized Debtors, as the case may be, shall pay the U.S. Trustee's quarterly fees incurred pursuant to 28 U.S.C., section 1930(a)(6). Any fees due as of the Confirmation Date or that become due after the Confirmation Date, but prior to the Effective Date, shall be paid in full by the Debtors. After the Effective Date, the Reorganized Debtors shall pay quarterly fees as they accrue until final decrees are entered and these bankruptcy cases are closed. The Reorganized Debtors shall file with the Bankruptcy

Court and serve on the U.S. Trustee quarterly financial reports for each quarter, or portion thereof, that the Debtors' bankruptcy cases remains open.

ARTICLE IV.
TREATMENT OF CLAIMS AND INTERESTS

4.1 Class 1 – Zions Secured Claims. The Zions Secured Claims shall be paid and treated as follows:

(a) The Zions Secured Claim based on Zions Note 1 shall be paid and treated as follows:

(i) The Zions Secured Claim based on Zions Note 1 shall bear interest from and after Stringer's Petition Date through the Effective Date at the non-default contract rate of interest as set forth and calculated in Zions Note 1.

(ii) The Zions Secured Claim based on Zions Note 1 shall bear interest from and after the Effective Date at the non-default contract rate of interest as set forth and calculated in Zions Note 1.

(iii) The Allowed amount of the Zions Secured Claim based on Zions Note 1 as of the Effective Date, which shall include all unpaid principal, accrued interest and Collection Costs, to the extent Allowed, shall be paid in full as follows: (A) beginning with an installment payment on July 1, 2018, the Reorganized Debtors shall make semi-annual installment payments in substantially equal amounts including both principal and interest on July 1 and January 1 of each year, with the last such semi-annual installment payment being due and payable on January 1, 2045; and (B) the Reorganized Debtors shall make a final installment payment in an amount substantially equal to the semi-annual installment payments on April 1, 2045, at which time all remaining unpaid principal and accrued interest shall be due and payable.

(iv) The holder of the Zions Secured Claim based on Zions Note 1 shall retain its Liens on its Collateral securing payment of Zions Note 1 until the Zions Secured Claim based on Zions Note 1 is paid in full and such Liens shall be subordinate only to: (A) any Liens securing payment of Property Taxes assessed against such Collateral, to the extent that applicable nonbankruptcy law grants priority to such Liens; and (B) the Liens granted to the Exit Lender(s) to secure repayment of the New Term Loan.

(v) All Distributions required under this Plan on account of Zions Note 1 shall be made by the Reorganized Debtors.

(b) The Zions Secured Claim based on Zions Note 2 shall be paid and treated as follows:

(i) The Zions Secured Claim based on Zions Note 2 shall bear interest from and after SFI's Petition Date through the Effective Date at the non-default contract rate of interest as set forth and calculated in Zions Note 2.

(ii) The Zions Secured Claim based on Zions Note 2 shall bear interest from and after the Effective Date at the non-default contract rate of interest as set forth and calculated in Zions Note 2.

(iii) The Allowed amount of the Zions Secured Claim based on Zions Note 2 as of the Effective Date, which shall include all unpaid principal, accrued interest and Collection Costs, to the extent Allowed, shall be paid in full as follows: (A) beginning with an installment payment on July 1, 2018, the Reorganized Debtors shall make semi-annual installment payments of accrued interest only on July 1 and January 1 of each year, with the last such semi-annual installment payment of accrued interest only being due and payable on January 1, 2020; and (B) beginning with an installment payment on July 1, 2020, the Reorganized Debtors shall make semi-annual installment payments in substantially equal amounts including both principal and interest on July 1 and January 1 of each year, with the last such semi-annual installment payment being due and payable on July 1, 2045, at which time all remaining unpaid principal and accrued interest shall be due and payable.

(iv) The holder of the Zions Secured Claim based on Zions Note 2 shall retain its Liens on its Collateral securing payment of Zions Note 2 until the Zions Secured Claim based on Zions Note 2 is paid in full and such Liens shall be subordinate only to: (A) any Liens securing payment of Property Taxes assessed against such Collateral, to the extent that applicable nonbankruptcy law grants priority to such Liens; and (B) the Liens granted to the Exit Lender(s) to secure repayment of the New Term Note.

(v) All Distributions required under this Plan on account of Zions Note 2 shall be made by the Reorganized Debtors.

(c) Class 1 is impaired.

4.2 Class 2 – Wells Fargo Secured Claims. The Wells Fargo Secured Claims shall be paid and treated as follows:

(a) The Wells Fargo Secured Claims shall bear interest from and after the Effective Date until paid in full at the Plan Rate.

(b) The Wells Fargo Secured Claims shall be amortized over 120 months in substantially equal payments. The Reorganized Debtors shall make annual installment payments to Wells Fargo based on such amortization on November 1 of each year, beginning with a first installment payment due on November 1, 2018. Such annual installment payments shall continue until the first Business Day that is at least 84 months after the Effective Date, upon which date the Reorganized Debtors shall pay to Wells Fargo the full remaining unpaid balance of all principal and accrued interest owing on account of the Allowed Wells Fargo Secured Claims.

(c) Wells Fargo shall retain its Liens on its Collateral until the Wells Fargo Secured Claims are paid in full.

(d) The amount, if any, by which the total amount of Wells Fargo's Allowed Claims exceeds the amount of the Allowed Wells Fargo Secured Claims shall constitute Class 9 Unsecured (General) Claims and shall be paid as set forth in subsection 4.9 herein.

(e) Class 2 is impaired.

4.3 Class 3 – WFFLI Secured Claims. The WFFLI Secured Claims shall be paid and treated as follows:

(a) The WFFLI Secured Claims shall bear interest from and after the Effective Date until paid in full at the Plan Rate.

(b) The WFFLI Secured Claims shall be amortized over 120 months in substantially equal payments. The Reorganized Debtors shall make annual installment payments to WFFLI based on such amortization on November 1 of each year, beginning with a first installment payment due on November 1, 2018. Such annual installment payments shall continue until the first Business Day that is at least 84 months after the Effective Date, upon which date the Reorganized Debtors shall pay to WFFLI the full remaining unpaid balance of all principal and accrued interest owing on account of the Allowed WFFLI Secured Claims.

(c) WFFLI shall retain its Liens on its Collateral until the WFFLI Secured Claims are paid in full.

(d) The amount, if any, by which the total amount of WFFLI's Allowed Claims exceeds the amount of the Allowed WFFLI Secured Claims shall constitute Class 9 Unsecured (General) Claims and shall be paid as set forth in subsection 4.9 herein.

(e) Class 3 is impaired.

4.4 Class 4 – Caterpillar Secured Claim. The Caterpillar Secured Claim shall be paid and treated as follows:

(a) The Caterpillar Secured Claim shall bear interest from and after the Effective Date until paid in full at the Plan Rate.

(b) The Caterpillar Secured Claim shall be amortized over 120 months in substantially equal payments. The Reorganized Debtors shall make annual installment payments to Caterpillar based on such amortization on November 1 of each year, beginning with a first installment payment due on November 1, 2018. Such annual installment payments shall continue until the first Business Day that is at least 84 months after the Effective Date, upon which date the Reorganized Debtors shall pay to Caterpillar the full remaining unpaid balance of all principal and accrued interest owing on account of the Allowed Caterpillar Secured Claim.

(c) Caterpillar shall retain its Lien on its Collateral until the Caterpillar Secured Claim is paid in full.

(d) The amount, if any, by which the total amount of Caterpillar's Allowed Claim exceeds the amount of the Allowed Caterpillar Secured Claim shall constitute a Class 9 Unsecured (General) Claim and shall be paid as set forth in subsection 4.9 herein.

(e) Class 4 is impaired.

4.5 Class 5 – FNMA Secured Claim. The FNMA Secured Claim shall be paid and treated as follows:

(a) On the Effective Date, Stringer shall pay to FNMA any and all amounts past due and owing pursuant to the terms of the relevant loan documents.

(b) From and after the Effective Date, Stringer shall make payments to FNMA in the amounts specified, and in accordance with the terms of, the relevant loan documents until FNMA's Allowed Claim has been paid in full.

(c) FNMA shall retain its Lien on its Collateral until FNMA's Allowed Claim has been paid in full.

(d) Class 5 is unimpaired.

4.6 Class 6 – Ally Bank Secured Claim. The Ally Bank Secured Claim shall be paid and treated as follows:

(a) On the Effective Date, Stringer shall pay to Ally Bank any and all amounts past due and owing pursuant to the terms of the relevant loan documents.

(b) From and after the Effective Date, Stringer shall make payments to Ally Bank in the amounts specified, and in accordance with the terms of, the relevant loan documents until Ally Bank's Allowed Claim has been paid in full.

(c) Ally Bank shall retain its Lien on its Collateral until Ally Bank's Allowed Claim has been paid in full.

(d) Class 6 is unimpaired.

4.7 Class 7 – Secured Property Tax Claims. Except to the extent that the holder of a Secured Property Tax Claim and the Debtors or Reorganized Debtors agree otherwise in writing, any Allowed Secured Property Tax Claim shall be paid and treated as follows:

(a) Interest on each Allowed Secured Property Tax Claim shall accrue as follows: (i) for the postpetition period beginning on the date any portion of the tax underlying the Allowed Secured Property Tax Claim was, became or becomes delinquent under state law, and to the extent of such delinquency, and continuing through the Effective Date, interest shall accrue at the applicable statutory rate of interest determined under nonbankruptcy law in compliance with section 511 of the Bankruptcy Code; and (ii) for the period beginning on the day after the Effective Date and continuing through the day on which such Allowed Secured Property Tax Claim is paid in full, interest shall accrue on the unpaid tax at the applicable statutory rate of interest determined under nonbankruptcy law in compliance with sections 511 and 1129 of the Bankruptcy Code, determined during the month in which the Confirmation Date occurs.

(b) Any Allowed Secured Property Tax Claim shall be paid in full by the Reorganized Debtors on the Initial Distribution Date.

(c) Each holder of an Allowed Secured Property Tax Claim shall retain its Lien on its Collateral until its Allowed Secured Property Tax Claim is paid in full.

(d) Class 7 is unimpaired.

4.8 Class 8 – Other Secured Claims. Secured Claims, other than the Sandton DIP Loan Claim and Secured Claims included in Classes 1, 2, 3, 4, 5, 6 and 7 shall be paid and treated as follows:

(a) Each holder of a Secured Claim not included in Classes 1, 2, 3, 4, 5, 6 and 7 shall be placed within a separate subclass of this Class 8. Each such Class 8 Claim shall, for purposes of accepting or rejecting the Plan and for receiving Distributions under the Plan, be treated as though in a separate Class. A Claim shall be treated as a Class 8 Secured Claim only to the extent of the greater of the amount of the Allowed Claim or the value of the Collateral

securing such Claim as determined by the Bankruptcy Court. As to each holder of a Class 8 Secured Claim, the Reorganized Debtors may either (i) object to the Claim, (ii) return the Collateral in full satisfaction of such Secured Claim, (iii) pay cash in an amount equivalent to the lesser of the value of the Collateral or the full amount of the Secured Claim, (iv) allow the Secured Claimant to offset in satisfaction of its Claim, (v) file a Valuation Motion to determine the value of the Claimant's Collateral, or (vi) provide such other treatment as may be agreed to in writing by such holder of the Secured Claim and the Reorganized Debtors. In the event that any such Claimant's total Allowed Claim exceeds the value of the Collateral, any such excess (exclusive of postpetition interest, fees or other charges that such Secured Creditor could otherwise assert) shall constitute an Unsecured (General) Claim for purposes of this Plan, unless such Claimant has elected treatment pursuant to section 1111(b) of the Bankruptcy Code and in accordance with Bankruptcy Rule 3014. The Reorganized Debtors shall, at their sole discretion, determine whether the treatment afforded will be a return of the Collateral or payment in cash. Any Lien held by any holder of a Class 8 Secured Claim against the Assets shall be deemed released as of the Effective Date.

(b) Class 8 is impaired.

4.9 Class 9 – Unsecured (General) Claims. The holders of Unsecured (General) Claims shall be paid and treated as follows:

(a) In full, final and complete satisfaction of its Allowed Unsecured (General) Claim, each holder of an Allowed Class 9 Claim shall receive Distributions, in the aggregate, totaling twenty-five percent (25%) of the Allowed amount of such Allowed Class 9 Claim (the "Full Payment Amount"), without interest.

(b) The Distributions to holders of Allowed Class 9 Claims shall be calculated and made as follows: The Full Payment Amount shall be amortized over 240 months in substantially equal payments. The Reorganized Debtors shall make an annual installment payment to each holder of an Allowed Unsecured (General) Claim based on such amortization on November 1 of each year, beginning with a first installment payment due on November 1, 2018. Such annual installment payments shall continue until the first Business Day that is at least 84 months after the Effective Date, upon which date the Reorganized Debtors shall pay to each holder of an Allowed Unsecured (General) Claim the full remaining unpaid balance of the Full Payment Amount.

(e) Class 9 is impaired.

4.10 Class 10 – Interests in SFI.

(a) Class 10 consists of all Interests in SFI, which are owned by Stringer. Stringer shall retain his Interests in SFI.

(b) Class 10 is unimpaired.

ARTICLE V. ACCEPTANCE OR REJECTION OF PLAN

5.1 Classes Entitled to Vote. Each impaired Class of Claims entitled to vote shall separately vote to accept or reject the Plan. Any unimpaired Class shall not be entitled to vote to accept or reject the Plan. Any unimpaired Class is deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code.

5.2 Class Acceptance Requirement. A Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have voted on the Plan.

5.3 Elimination of Vacant Classes. Any Class of Claims that is not occupied as of the date of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 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 section 1129(a)(8) of the Bankruptcy Code.

5.4 Cramdown. This section shall constitute the request by the Debtors, as the Plan proponents, pursuant to section 1129(b) of the Bankruptcy Code, that the Bankruptcy Court confirm the Plan notwithstanding the fact that the requirements of section 1129(a)(8) of the Bankruptcy Code have not been met.

ARTICLE VI.

MEANS OF IMPLEMENTATION OF THE PLAN

6.1 Assumption of Allowed Claims. As of the Effective Date, the Reorganized Debtors hereby assume the liability for and obligation to perform and make all Distributions or payments on account of all Allowed Claims in the manner provided in Articles III and IV above. All Distributions or payments shall be made as set forth in Articles III and IV above.

6.2 Vesting of Assets. As of the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, each Debtor's Assets shall be transferred to, and vested in, the applicable Reorganized Debtor, free and clear of all rights, title, interests, claims, liens, encumbrances and charges, except as expressly set forth in the Plan. Without limiting the generality of the foregoing, all Assets shall vest in the Reorganized Debtors free and clear of any Lien except as expressly provided in the Plan. On and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any claim without supervision or 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 or the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for all fees, disbursements, expenses or related support services of Professionals (including fees relating to the preparation of Professional fee applications) without application to, or approval of, the Bankruptcy Court.

6.3 Transfers of Assets to New Entities. As of the Effect Date and upon vesting of the Assets in the Reorganized Debtors, the following Assets will be transferred to the following entities by the applicable Reorganized Debtor:

(a) All of the SFI Farmland and all of the Stringer Farmland shall be transferred and conveyed to LandCo.

(b) All crops (whether growing or harvested), machinery, equipment, vehicles and other personal property (including but not limited to fertilizer, chemicals and seed) utilized by the Debtors in connection with their farming operations shall be transferred and conveyed to FarmCo.

(c) Any cattle owned by the Debtors and any and all assets owned by Dos Ex LP and Dos Ex LLC shall be transferred and conveyed to CattleCo.

6.4 Actions by the Debtors and the Reorganized Debtors to Implement Plan.

(a) The entry of the Confirmation Order shall constitute authorization for the Debtors and the Reorganized Debtors (as the case may be) to take or cause to be taken all actions necessary or appropriate to implement all provisions of, and to consummate, the Plan prior to, on and after the Effective Date and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including without limitation, (i) all transfers of Assets that are to occur pursuant to the Plan; (ii) the incurrence of all obligations contemplated by the Plan and the making of all Distributions required under the Plan; (iii) taking of all actions to preserve and provide for the prosecution of retained causes of action, including but not limited to the Estate Claims; and (iv) entering into any and all transactions, contracts, or arrangements permitted by applicable law, order, rule or regulation.

(b) Stringer, the management of SFI and the Reorganized Debtors, as the case may be, are authorized and directed to do all things and to execute and deliver all agreements, documents, instruments, notices and certificates as are contemplated by the Plan and to take all necessary action required in connection therewith, in the name of and on behalf of Stringer, SFI and the Reorganized Debtors, as the case may be.

6.5 Exit Facility. The Reorganized Debtors' business operations after the Effective Date, including through LandCo, FarmCo and CattleCo, shall be financed by obtaining the Exit Facility. The Exit Facility will be comprised of the New Term Loan and the New Revolver. Among other things, proceeds of the New Term Loan will be used by the Reorganized Debtors to pay the Sandton DIP Loan Claim. The Exit Lender providing the New Term Loan will be identified in the future and the terms of the New Term Loan will be later set. The Debtors expect that the New Term Loan will bear interest at a rate of five percent (5%) per annum, will mature in twenty (20) years and will be payable in regular installments of both principal and interest with no balloon, or will have similar terms. The Exit Lender providing the New Revolver will be identified in the future and the terms of the New Revolver will be later set. The Debtors expect that the New Revolver will bear interest at a rate of ten percent (10%) per annum and will be paid with available cash from the operations of the Reorganized Debtors and FarmCo.

6.6 Source of Funding for Stringer's Living Expenses. From and after the Effective Date, payment of Stringer's living expenses shall be funded primarily from remaining available cash generated by operations of LandCo, FarmCo and CattleCo after payment of obligations under the Plan.

6.7 Source of Funding for Plan Obligations. The Distributions to be made by the Reorganized Debtors under the Plan shall be funded from the proceeds of the New Term Loan and cash generated by operations of LandCo, FarmCo and CattleCo. In addition to revenue generated by the Debtors' traditional farming operations and the cattle business currently conducted through Dos Ex LP and Dos Ex LLC, the Debtors anticipate generating significant revenue after the Effective Date based on the Wind Leases. The Wind Leases contemplate the installation of wind farms on portions of the SFI Farmland and Stringer Farmland by Swinford Wind, LLC ("Swinford"). The process of obtaining regulatory approvals to commence construction of the wind farms is ongoing. Consequently, Swinford has yet to begin the project of constructing the wind turbines and other structures necessary to collect and transmit electrical energy converted from wind energy. The Debtors project that the wind farms will be established and generating revenue for the Reorganized Debtors by early 2019. Once the wind farms are fully constructed and operational, the Debtors expect the Wind Leases to provide the Reorganized Debtors with additional revenue of approximately \$600,000 per year. In addition,

any recoveries obtained through the Pending Lawsuits, Dumas Matter and/or Syngenta Matter may serve as an additional source of funding for Plan obligations.

6.8 Retention and Assertion of Causes of Action and Defenses. Except as expressly set forth in this Plan, all causes of action, claims, counterclaims, defenses and rights of offset or recoupment (including but not limited to all Estate Claims, Estate Defenses and Avoidance Actions) belonging to the Debtors shall, upon the occurrence of the Effective Date, be retained by, received by and vested in the Reorganized Debtors for the benefit of the Debtors and their estates. Except as expressly set forth in this Plan, the rights of the Reorganized Debtors to commence, prosecute or settle such causes of action shall be preserved notwithstanding the occurrence of the Effective Date. **No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any cause of action against them as any indication that either the Debtors or the Reorganized Debtors will not pursue any and all available causes of action (including all Estate Claims, Estate Defenses and Avoidance Actions) against them. The Debtors and their estates expressly reserve all rights to prosecute any and all causes of action (including all Estate Claims, Estate Defenses and Avoidance Actions) against any Person, except as otherwise provided in this Plan.**

Unless any causes of action against a Person are expressly waived, relinquished, exculpated, released, compromised or settled in this Plan or a Final Order, the Debtors expressly reserve all causes of action (including all Estate Claims, Estate Defenses and Avoidance Actions) for later adjudication, and, therefore, no preclusion doctrine, including without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such causes of action upon or after the confirmation or consummation of the Plan. The Debtors and the Reorganized Debtors may also assert Estate Defenses as a defense to the allowance of any Claim not otherwise Allowed.

6.9 Prosecution of Claims in Pending Lawsuits, Dumas Matter and Syngenta Matter. Funding of this Plan does not depend on the Debtors or Reorganized Debtors obtaining a recovery in connection with the Pending Lawsuits, Dumas Matter or Syngenta Matter. However, it is expected that the Stringer will continue to prosecute all claims and causes of action, including Estate Claims, against the defendants in the Pending Lawsuits. Likewise, it is expected that (a) Stringer will prosecute all claims and causes of action, including Estate Claims, against the City of Dumas, Texas in the Dumas Matter and (b) the Debtors or Reorganized Debtors will commence litigation against Syngenta AG and/or affiliates thereof and prosecute all claims and causes of action, including Estate Claims, in connection with the Syngenta Matter. Any recoveries that the Debtors or Reorganized Debtors may obtain in connection with the Pending Lawsuits, Dumas Matter and/or Syngenta Matter may provide an additional source of funding to meet the obligations under this Plan.

ARTICLE VII. PROVISIONS GOVERNING DISTRIBUTION

7.1 Source of Distributions. All Distributions to be made to Creditors under the Plan shall be made by the Reorganized Debtors.

7.2 Collection Costs. To the extent any holder of a Secured Claim asserts a right to attorney's fees and costs pursuant to section 506(b) of the Bankruptcy Code, unless otherwise agreed between the Reorganized Debtors and such Secured Creditor, the allowance of Collection Costs shall be handled as set forth in this section. Within twenty (20) days after the Effective Date, the Secured Creditor shall file an application with the Bankruptcy Court for allowance of such Collection Costs. Such application shall follow the same rules and guidelines

as a fee application for a Professional seeking compensation from a Debtor, including the Bankruptcy Court's Guidelines for Compensation and Reimbursement of Professionals in Chapter 11 Cases. No later than twenty (20) days after each such application for Collection Costs is filed, the Reorganized Debtors may file any Objections thereto, and the Secured Creditor shall file any response within twelve (12) days thereafter. If the Secured Creditor and the Reorganized Debtors are unable to reach agreement, the matter shall then be submitted to the Bankruptcy Court for determination on no less than twenty (20) days notice of the hearing.

7.3 Timing and Amount of Distributions.

(a) No Distribution shall be made on account of any Claim until such Claim is Allowed, except as otherwise set forth in the Plan or ordered by the Bankruptcy Court pursuant to a Final Order. No Distribution shall be made on account of any Contested Claim until such Claim is Allowed. Any Distributions pursuant to the Plan shall be made on the respective Initial Distribution Dates applicable to each such Allowed Claim except as otherwise provided in the Plan or ordered by the Bankruptcy Court. Any Unclaimed Property may be paid into the registry of the Bankruptcy Court or otherwise distributed in accordance with the orders of the Bankruptcy Court.

(b) Except as expressly set forth in the Plan or in the Confirmation Order, the Reorganized Debtors shall determine the timing and amount of all Distributions which they are required to make under the Plan, consistent with the goal of making such Distributions as expeditiously as possible. The Reorganized Debtors may, but shall not be required to, seek approval of the Bankruptcy Court for any such Distributions.

7.4 Means of Cash Payment. Cash payments pursuant to this Plan shall be made by check drawn on, or by wire transfer from, a domestic bank, or by other means agreed to by the payor and payee.

7.5 Record Date for Distributions. As of the close of business on the Effective Date, (the "Distribution Record Date"), the register for Claims and Interests will be closed, and there shall be no further changes in the holder of record of any Claim or Interest. The Reorganized Debtors shall have no obligation to recognize any transfer of any Claim or Interest occurring after the Distribution Record Date, and shall instead be authorized and entitled to recognize and deal for all purposes under the Plan with only those holders of record stated on the register of Claims and/or Interests as of the Distribution Record Date for Distributions under the Plan.

7.6 Delivery of Distributions. All Distributions, deliveries and payments to the holders of any Allowed Claims shall be made to the addresses set forth on the respective proofs of Claim filed in the Debtors' cases. Any such Distribution, delivery or payment shall be deemed as made for all purposes relating to this Plan when deposited in the United States Mail and served as provided in section 13.5 below. Whether secured or unsecured, if no proof of Claim is filed, any Distribution shall be made to the Creditor at the last known address or as reflected in the Schedules. If any Distribution is returned as undeliverable, no further Distribution shall be made on account of such Allowed Claim unless and until the Reorganized Debtors are notified of such holder's then current address, at which time all missed Distributions shall be made to the holder of such Allowed Claim. All claims for undeliverable Distributions shall be made on or before the first anniversary of the attempted Distribution. After such date, all Unclaimed Property shall revert to the Reorganized Debtors and the Claim of any holder with respect to such property shall be discharged and forever barred.

7.7 Time Bar to Cash Payments. Checks issued in respect of Allowed Claims shall be null and void if not cashed within ninety (90) days of the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Reorganized Debtors by the holder of the Allowed Claim with respect to which such check originally was issued. Any claim in respect of such a voided check shall be made on or before the later of the first anniversary of the Initial Distribution Date or ninety (90) days after the date of issuance of such check. After such date, all claims in respect of void checks shall be discharged and forever barred.

7.8 Cure Period. Except as otherwise set forth herein, the failure by the Reorganized Debtors to timely perform any term, provision or covenant contained in this Plan, or to make any payment or Distribution required by this Plan to any Creditor, or the failure to make any payment or perform any covenant on any note, instrument or document issued pursuant to this Plan, shall not constitute an Event of Default unless and until the Reorganized Debtors have been given thirty (30) days written notice of such alleged default in the manner provided in this Plan, and provided an opportunity to cure such alleged default. Until the expiration of such thirty (30) day cure period, the Reorganized Debtors shall not be in default, and performance during such thirty (30) day cure period shall be deemed as timely for all purposes. Such written notice and passage of the thirty (30) day cure period shall constitute conditions precedent to declaring or claiming any default under this Plan or bringing any action or legal proceeding by any Person to enforce any right granted under this Plan.

7.9 Pre-Payment of Claims. Any other term of this Plan notwithstanding, the Reorganized Debtors may pre-pay any Allowed Claim in whole or in part without penalty.

7.10 Distributions after Substantial Consummation. All Distributions of any kind made to any of the Creditors after Substantial Consummation and any and all other actions taken under this Plan after Substantial Consummation shall not be subject to relief, reversal or modification by any court unless the implementation of the Confirmation Order is stayed by an order granted under Bankruptcy Rule 8005.

ARTICLE VIII. PROCEDURES FOR RESOLVING AND TREATING CONTESTED AND CONTINGENT CLAIMS

8.1 Objection Deadline. All Objections to Claims shall be served and filed by the Objection Deadline; provided, however, the Objection Deadline shall not apply to Claims which are not reflected in the claims register, including any alleged informal proofs of Claim. The Reorganized Debtors may seek to extend the Objection Deadline pursuant to a motion filed on or before the then applicable Objection Deadline with respect to any Claims. Any such motion may be granted without notice or a hearing. In the event that the Reorganized Debtors file such a motion and the Bankruptcy Court denies such motion, the Objection Deadline shall nevertheless be automatically extended to that date which is ten (10) Business Days after the date of entry of the Bankruptcy Court's order denying such motion. Any proof of Claim filed more than thirty (30) days after the Effective Date shall be of no force and effect and need not be objected to by the Reorganized Debtors. Nothing contained herein shall limit the right of the Reorganized Debtors to object to Claims, if any, filed or amended after the Objection Deadline.

8.2 Responsibility for Objecting to Claims and Settlement of Claims.

(a) From and after the Effective Date, the Reorganized Debtors shall have the sole and exclusive right to (i) file, settle, or litigate to Final Order any Objections to any Claims; and (ii) seek to subordinate any Claim. Any Contested Claim may be litigated to Final Order.

(b) From and after the Effective Date, the Reorganized Debtors shall have the sole and exclusive right to settle, compromise or otherwise resolve any Contested Claim without the necessity of any further notice or approval of the Bankruptcy Court. Bankruptcy Rule 9019 shall not apply to any settlement or compromise of a Contested Claim after the Effective Date.

8.3 Distributions on Account of Contested Claims. If a Claim is Contested, then the Initial Distribution Date as to such Contested Claim shall be determined based upon its date of Allowance, and thereafter distribution shall be made on account of such Allowed Claim pursuant to the provisions of the Plan. No Distribution shall be made on account of a Contested Claim until Allowed. Until such time as a contingent Claim becomes fixed and absolute by a Final Order allowing such Claim, such Claim shall be treated as a Contested Claim for purposes of estimates, allocations, and Distributions under the Plan. Any contingent right to contribution or reimbursement shall continue to be subject to section 502(e) of the Bankruptcy Code.

8.4 No Waiver of Right to Object. Except as expressly provided in this Plan, nothing contained in the Disclosure Statement, this Plan or the Confirmation Order shall waive, relinquish, release or impair the Reorganized Debtors' rights to object to any Claim.

8.5 Rights Under Section 505. The Reorganized Debtors shall retain all rights pursuant to section 505 of the Bankruptcy Code.

8.6 Liquidating and Allowance of Contested Claims.

(a) This section shall apply to all Contested Claims. Nothing contained in the Plan, Disclosure Statement or Confirmation Order shall change, waive or alter any requirement under applicable law that the holder of a Contested Claim must file a timely proof of Claim, and the Claim of any such Creditor who is required to file a proof of Claim and fails to do so shall be discharged and shall receive no Distribution through the Plan. The adjudication and liquidation of Contested Claims is a determination and adjustment of the debtor/creditor relationship, and is, therefore, an exercise of the Bankruptcy Court's equitable power to which the legal right of trial by jury is inapplicable. The holder of any Contested Claim shall not have a right to trial by jury before the Bankruptcy Court in respect of any such Claim. Exclusive venue for any Contested Claim proceeding shall be in the Bankruptcy Court or a court of competent jurisdiction located in Tarrant County, Texas. Contested Claims shall each be determined separately, except as otherwise ordered by the Bankruptcy Court. Texas Rule of Civil Procedure 42 and Federal Rule of Civil Procedure 23 shall not apply to any Contested Claim proceeding. The Reorganized Debtors shall retain all rights of removal to federal court as to any Contested Claim proceeding.

(b) All Contested Claims shall be liquidated and determined as follows:

(i) Application of Adversary Proceeding Rules. Unless otherwise ordered by the Bankruptcy Court or provided by the Bankruptcy Rules, any Objection to a Contested Claim shall be treated as a contested proceeding subject to Bankruptcy Rule 9014. However, any party may move the Bankruptcy Court to apply the rules applicable to adversary proceedings to any Claim Objection. The Reorganized Debtors may, however, at their election, make and pursue any Objection to a Claim in the form of an adversary proceeding.

(ii) Scheduling Order. With respect to an Objection to a Claim treated as a contested proceeding subject to Bankruptcy Rule 9014, the Reorganized Debtors may request entry of a scheduling order as to each Objection to a Claim. The Reorganized Debtors may tender a proposed scheduling order with each Objection and/or include a request for a scheduling conference for the entry of a scheduling order. Any such scheduling order may

include (i) discovery cut-off, (ii) deadlines to amend pleadings, (iii) deadlines for designation of and objections to experts, (iv) deadlines to exchange exhibit and witness lists and for objections to the same, and (v) such other matters as may be appropriate.

(iii) Mediation. The Bankruptcy Court may order the parties to mediate in connection with any Objection to a Claim. The Reorganized Debtors may include a request for mediation in an Objection to a Claim and may request that the Bankruptcy Court require mediation as a part of any scheduling order.

8.7 Offsets and Defenses. The Reorganized Debtors shall be vested with and retain all Estate Claims and Estate Defenses, including without limitation all rights of offset or recoupment and all counterclaims against any Claimant holding a Claim. Assertion of counterclaims by the Reorganized Debtors against any Claimants shall constitute "core" proceedings.

8.8 Claims Paid or Reduced Prior to Effective Date. Notwithstanding the contents of the Schedules, Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by the Debtors prior to the Effective Date, including pursuant to orders of the Bankruptcy Court. To the extent such payments are not reflected in the Schedules, such Schedules will be deemed amended and reduced to reflect that such payments were made. Nothing in the Plan shall preclude the Reorganized Debtors from paying Claims that the Debtors were authorized to pay pursuant to any Final Order entered by the Bankruptcy Court prior to the Confirmation Date.

ARTICLE IX.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

9.1 Assumption and Rejection of Executory Contracts. All Executory Contracts of the Debtors shall be deemed as assumed by the Reorganized Debtors upon the Effective Date unless an Executory Contract (a) has been previously assumed or rejected pursuant to an order of the Bankruptcy Court, (b) is identified in this Plan or the Confirmation Order to be rejected, or (c) is the subject of a motion to reject filed on or before the Confirmation Date. Any Executory Contract to be assumed under this Plan that has been amended or modified at any time after the Petition Date of the Debtor that is party to such Executory Contract shall be deemed assumed as amended or modified. This Plan shall constitute a motion to assume the Executory Contracts. However, the Debtors may file a separate motion for the assumption or rejection of any Executory Contract at any time through the Confirmation Date.

9.2 Assignment of Assumed Executory Contracts. As of the Effective Date, the following assumed Executory Contracts shall be assigned pursuant to section 365(f) as follows, and the Plan shall constitute a motion to assign such Executory Contracts:

(a) The assumed CRP Contracts shall be assigned by the applicable Reorganized Debtors to LandCo.

(b) The assumed Wind Leases shall be assigned by the applicable Reorganized Debtors to LandCo.

(c) The assumed Nowlin Lease shall be assigned by the Reorganized Debtors to FarmCo.

(d) The assumed Smith Lease shall be assigned by the applicable Reorganized Debtor to FarmCo.

9.3 Cure Payments. Unless the holder of a Cure Claim and the applicable Debtor or Reorganized Debtor agree in writing to other treatment of such holder's Cure Claim, or other treatment of such holder's Cure Claim is provided for under the Plan, each Cure Claim against the Debtors shall be paid and treated as follows:

(a) Any cure payment which may be required by section 365 of the Bankruptcy Code under an Executory Contract that is assumed under this Plan shall be made by the Reorganized Debtors on the Initial Distribution Date. Notwithstanding the foregoing, in the event of a dispute regarding the amount of any Cure Claim, the cure of any other defaults, the provision of adequate assurance of future performance, or any other matter pertaining to assumption or assignment, the Reorganized Debtors shall make such cure payments and cure such other defaults and provide adequate assurance of future performance, all as may be required by section 365 of the Bankruptcy Code, following the entry of a Final Order by the Bankruptcy Court resolving such dispute.

(b) Any other term of this Plan notwithstanding, the Reorganized Debtors may pre-pay any Cure Claim in whole or in part without penalty.

9.4 Bar to Rejection Claims. Except as otherwise ordered by the Bankruptcy Court, any Rejection Claim based on the rejection of an Executory Contract shall be forever barred and shall not be enforceable against the Reorganized Debtors or the Assets unless a proof of Claim is filed with the Bankruptcy Court and served upon the Reorganized Debtors and their counsel by the earlier of thirty (30) days after the Effective Date or thirty (30) days after entry of the Final Order approving rejection of such Executory Contract.

9.5 Rejection Claims. Any Rejection Claim not barred by section 9.4 above shall be classified as a Class 9 Unsecured (General) Claim subject to the provisions of section 502(g) of the Bankruptcy Code; provided, however, that any Rejection Claim based upon the rejection of an unexpired lease of real property, either prior to the Confirmation Date, upon the entry of the Confirmation Order, or upon the Effective Date, shall be limited in accordance with section 502(b)(6) of the Bankruptcy Code and state law mitigation requirements. Nothing contained herein shall be deemed an admission by the Debtors or the Reorganized Debtors that such rejection gives rise to or results in a Claim or shall be deemed a waiver by the Reorganized Debtors of any objections to such Claim if asserted.

9.6 Reservation of Rights. Nothing contained in the Plan shall constitute an admission by either Debtor that any contract or lease is in fact an Executory Contract or that the Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Reorganized Debtors shall have thirty (30) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease.

9.7 Pass-Through. Except as otherwise provided in the Plan, any rights or arrangements necessary or useful to the Reorganized Debtors' performance under the Plan, but not otherwise addressed as a Claim or Interest, including non-exclusive or exclusive patent, trademark, copyright, maskwork or other intellectual property licenses and other executory and/or non-executory contracts not assumable under section 365(c) of the Bankruptcy Code, shall, in the absence of any other treatment under the Plan or Confirmation Order, be passed through the Debtors' bankruptcy cases for the benefit of the Reorganized Debtors and the

counterparty unaltered and unaffected by the Debtors' bankruptcy filings and these bankruptcy cases.

ARTICLE X.
CONDITIONS PRECEDENT TO CONFIRMATION
AND EFFECTIVENESS OF PLAN

10.1 Conditions to Confirmation and Effectiveness of Plan. The Plan shall not become effective until the following conditions shall have been satisfied or waived by the Debtors, as determined in their discretion: (a) the Confirmation Order shall have been entered, in form and substance acceptable to the Debtors; (b) all other conditions precedent have been satisfied to the satisfaction of the Debtors; (c) the Bar Dates have passed, and no additional Claims have been filed which, in the discretion of the Debtors, adversely impact the Plan; and (d) a notice of the Effective Date has been filed by the Debtors and thereafter served upon all Creditors and parties in interest. Any or all of the above conditions may be waived at any time by the Debtors.

10.2 Revocation of Plan. The Debtors may revoke and withdraw this Plan at any time before the Effective Date. If either Debtor revokes or withdraws this Plan, or if confirmation of this Plan does not occur, then this Plan shall be deemed null and void and nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtors, as the case may be, or any other Person, or to prejudice in any manner the rights of the Debtors or any other Person in any further proceedings involving the Debtors.

ARTICLE XI.
EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

11.1 Compromise and Settlement.

(a) Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration of the classification, potential Distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests and controversies resolved pursuant to the Plan, including, without limitation, all Claims against each Debtor arising prior to that Debtor's Petition Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, arising out of, relating to or in connection with the business or affairs of, or transactions with, that Debtor. 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 in the best interests of the Debtors, the Debtors' bankruptcy estates, Creditors and other parties in interest, and are fair, equitable and within the range of reasonableness.

(b) It is not the intent of the Debtors that confirmation of the Plan shall in any manner alter or amend any settlement and compromise between a Debtor and any Person that has been previously approved by the Bankruptcy Court (each, a "Prior Settlement"). To the extent of any conflict between the terms of the Plan and the terms of any Prior Settlement, the terms of the Prior Settlement shall control and such Prior Settlement shall be enforceable according to its terms.

11.2 Satisfaction of Claims. The rights afforded in the Plan and the treatment of all Claims and Interests herein shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Interests of any nature whatsoever against the Debtors, the

Debtors' bankruptcy estates, and the Assets. Except as otherwise provided herein, on the Effective Date, all Claims against the Debtors shall be satisfied, discharged, and released in full. Except as otherwise provided herein, all Persons shall be precluded and forever barred from asserting against the Debtors and their affiliates, successors, assigns, the Debtors' bankruptcy estates and the Assets any event, occurrence, condition, thing, or other or further Claims or causes of action based upon any act, omission, transaction, or other activity of any kind or nature that occurred or came into existence prior to the Effective Date, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date.

11.3 Discharge.

(a) With respect to Stringer, the terms, covenants and consideration under the Plan shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever against Stringer as Debtor and Reorganized Debtor, or the Assets. Stringer and his successors in interest and assigns shall be deemed discharged and released pursuant to section 1141(d)(5) of the Bankruptcy Code from any and all Claims provided for in the Plan upon completion of all payments required to be made by Stringer under the Plan and the granting of a discharge by the Bankruptcy Court in favor of Stringer; provided, however, nothing contained herein shall be deemed a waiver of the Stringer's right to petition the Bankruptcy Court for a discharge following confirmation of the Plan, but prior to completion of all payments required to be made under the Plan, pursuant to section 1141(d)(5) of the Bankruptcy Code.

(b) With respect to SFI, the terms, covenants and consideration under the Plan shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever against SFI as Debtor and Reorganized Debtor, or the Assets. SFI and its successors in interest and assigns shall be deemed discharged and released pursuant to section 1141(d)(1) of the Bankruptcy Code from any and all Claims provided for in the Plan.

11.4 Injunction. On the Effective Date and except as otherwise provided herein, all Persons who have been, are, or may be holders of Claims against or Interests in the Debtors shall be permanently restrained and enjoined from taking any of the following actions against or affecting the Debtors, the Reorganized Debtors, the Debtors' bankruptcy estates, the Assets, or their respective assets and property, with respect to such Claims or Interests (other than actions brought to enforce any rights or obligations under the Plan): (a) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind with respect to any such Claim or Interest; (b) enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order; (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien or encumbrance of any kind; (d) asserting any control over, interest, rights or title in or to any of the Assets except as expressly provided in the Plan; (e) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Reorganized Debtors as assignee or any assignees of the Reorganized Debtors, except upon order of the Bankruptcy Court; and (f) performing any act, by any manner or means, whether directly or indirectly, in any place whatsoever, that does not conform to or comply with the provisions of the Plan; provided, however, that this injunction shall not bar any Creditor from asserting any right granted pursuant to this Plan; provided, further, however, that each holder of a Contested Claim shall be entitled to enforce its rights under the Plan, including seeking allowance of such Contested Claim pursuant to the Plan.

11.5 Setoffs. Except as otherwise expressly provided for in the Plan, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable nonbankruptcy law, or as may be agreed to by the holder of a Claim, the Reorganized Debtors may setoff against any Allowed Claim and the Distributions to be made pursuant to the Plan on account of such Allowed Claim (before such Distribution is made), any claims, rights, Estate Claims and Estate Defenses of any nature that the Debtors may hold against the holder of such Allowed Claim, to the extent such claims, rights, Estate Claims and Estate Defenses against such holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Interest pursuant to the Plan shall constitute a waiver or release by the Debtors of any such claims, rights, Estate Claims and Estate Defenses that the Debtors may possess against such Claimant. In no event shall any Claimant or Interest holder be entitled to setoff any Claim or Interest against any claim, right, or Estate Claim of the Debtors without the consent of the applicable Debtor or Reorganized Debtor unless such holder files a motion with the Bankruptcy Court requesting the authority to perform such setoff notwithstanding any indication in any proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise.

11.6 Recoupment. Except as otherwise expressly provided for in the Plan, in no event shall any holder of Claims or Interests be entitled to recoup any Claim or Interest against any claim, right, account receivable, or Estate Claim of the Debtors or the Reorganized Debtors unless (a) such holder actually provides notice thereof in writing to the applicable Debtor or the Reorganized Debtor of its intent to perform a recoupment; (b) such notice includes the amount to be recouped by the holder of the Claim or Interest and a specific description of the basis for the recoupment, and (c) the applicable Debtor or the Reorganized Debtor has provided a written response to such Claim or Interest holder, stating unequivocally that the applicable Debtor or the Reorganized Debtor consents to the requested recoupment. The Debtors and the Reorganized Debtors shall have the right, but not the obligation, to seek an order of the Bankruptcy Court allowing any or all of the proposed recoupment. In the absence of a written response from the applicable Debtor or the Reorganized Debtor consenting to a recoupment or an order of the Bankruptcy Court authorizing a recoupment, no recoupment by the holder of a Claim or Interest shall be allowed.

11.7 Turnover. On the Effective Date, any rights of the Debtors' bankruptcy estates to compel turnover of Assets under applicable nonbankruptcy law and pursuant to section 542 or 543 of the Bankruptcy Code shall be deemed transferred to and vested in the Reorganized Debtors.

11.8 Automatic Stay. The automatic stay pursuant to section 362 of the Bankruptcy Code, except as previously modified by the Bankruptcy Court, shall remain in effect until the Effective Date of the Plan as to the Debtors and all Assets. As of the Effective Date, the automatic stay shall be replaced by the injunction contained in section 11.4 above.

ARTICLE XII.

JURISDICTION OF COURTS AND MODIFICATIONS TO THE PLAN

12.1 Retention of Jurisdiction. Pursuant to sections 1334 and 157 of title 28 of the United States Code, the Bankruptcy Court shall retain exclusive jurisdiction of all matters arising in, arising under, and related to the Debtors' chapter 11 cases and the Plan, for the purposes of sections 105(a) and 1142 of the Bankruptcy Code, and for, among other things, the following purposes:

(a) To hear and determine any and all Objections to or applications concerning the allowance of Claims or the allowance, classification, priority, compromise, estimation, or payment of any Administrative Expense;

(b) To hear and determine any and all applications for payment of fees and expenses pursuant to this Plan to any Professional pursuant to sections 330 or 503 of the Bankruptcy Code, or for payment of any other fees or expenses authorized to be paid or reimbursed under this Plan, and any and all objections thereto;

(c) To hear and determine pending applications for the rejection, assumption, or assumption and assignment of Executory Contracts and the allowance of Claims resulting therefrom, and to determine the rights of any party in respect to the rejection, assumption, or assumption and assignment of any Executory Contract;

(d) To hear and determine any and all adversary proceedings, applications, or contested matters, including allowance of any Claim;

(e) To hear and determine all controversies, disputes, and suits which may arise in connection with the execution, interpretation, implementation, consummation, or enforcement of the Plan or in connection with the enforcement of any remedies made available under the Plan, including without limitation, (i) adjudication of all rights, interests or disputes relating to any of the Assets, (ii) the valuation of all Collateral, including hearing all Valuation Motions, (iii) the determination of the validity of any Lien or claimed right of offset; and (iv) determinations of Objections to Contested Claims;

(f) To liquidate and administer any disputed, contingent, or unliquidated Claims, including the Allowance of all Contested Claims;

(g) To administer Distributions to holders of Allowed Claims as provided herein;

(h) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(i) To consider any modification of the Plan pursuant to section 1127 of the Bankruptcy Code, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation the Confirmation Order;

(j) To enforce the injunction contained in section 11.4 above;

(k) To enter and implement all such orders as may be necessary or appropriate to execute, interpret, construe, implement, consummate, or enforce the terms and conditions of the Plan and the transactions required or contemplated pursuant hereto;

(l) To hear and determine any other matter not inconsistent with the Bankruptcy Code and title 28 of the United States Code that may arise in connection with or related to the Plan;

(m) To determine proceedings pursuant to section 505 of the Bankruptcy Code; and

(n) To enter final decrees closing these chapter 11 cases.

12.2 Abstention and Other Courts. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of or relating to these chapter 11 cases, this Article of the Plan shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

12.3 Non-Material Modifications. The Debtors may, with the approval of the Bankruptcy Court and without notice to all holders of Claims and Interests, correct any defect, omission, or inconsistency in the Plan in such manner and to such extent as may be necessary or desirable. The Reorganized Debtors may undertake such nonmaterial modification pursuant to this section insofar as it does not adversely change the treatment of the Claim of any Creditor or the Interest of any Interest holder who has not accepted in writing the modification.

12.4 Material Modifications. Modifications of this Plan may be proposed in writing by the Debtors at any time before confirmation, provided that this Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with section 1125 of the Bankruptcy Code. This Plan may be modified at any time after confirmation and before its Substantial Consummation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as modified, under section 1129 of the Bankruptcy Code, and the circumstances warrant such modification. A holder of a Claim or Interest that has accepted or rejected this Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.1 Severability. Should the Bankruptcy Court determine any provision of the Plan is unenforceable either on its face or as applied to any Claim or Interest or transaction, the Reorganized Debtors may modify the Plan so that any such provision shall not be applicable to the holder of any Claim or Interest. Such a determination of unenforceability shall not (a) limit or affect the enforceability and operative effect of any other provision of the Plan or (b) require the resolicitation of any acceptance or rejection of the Plan.

13.2 Oral Agreements; Modification of Plan; Oral Representations or Inducements. The terms of the Plan, Disclosure Statement and Confirmation Order may not be changed, contradicted or varied by any oral statement, agreement, warranty or representation. The Plan may only be modified, amended or supplemented in writing signed by both Stringer and an authorized representative of SFI. Neither the Debtors nor their attorneys have made any representation, warranty, promise or inducement relating to the Plan or its confirmation except as expressly set forth in this Plan, the Disclosure Statement, or the Confirmation Order or other order of the Bankruptcy Court.

13.3 Waiver. The Reorganized Debtors shall not be deemed to have waived any right, power or privilege pursuant to the Plan unless the waiver is in writing and signed by the Reorganized Debtors. There shall be no waiver by implication, course of conduct or dealing, or through any delay or inaction by the Reorganized Debtors, of any right pursuant to the Plan, including the provisions of this anti-waiver section. The waiver of any right under the Plan shall not act as a waiver of any other or subsequent right, power or privilege.

13.4 Construction. This Plan shall control over any inconsistent term of the Disclosure Statement. The Confirmation Order shall control over any inconsistent provision of the Plan.

13.5 Notice. Any notice or communication required or permitted by the Plan shall be given, made or sent as follows:

(a) If to a Creditor, notice may be given as follows: (i) if the Creditor has filed no proof of Claim, then to the address reflected in the Schedules, or (ii) if the Creditor has filed a proof of Claim, then to the address reflected in the proof of Claim.

(b) If to the Reorganized Debtors, notice shall be sent to the following address:

Stringer Farms, Inc.
Charles Blake Stringer
130 North Dumas Avenue
Dumas, Texas 79029

Concurrently with service of such notice on the Reorganized Debtors, a copy thereof shall be concurrently served in the same manner on the following legal counsel as follows:

Jeff P. Prostok
Matthew G. Maben
Forshey & Prostok, L.L.P.
777 Main Street, Suite 1290
Fort Worth, Texas 76102
(817) 877-4151 FAX
E-mail: jprostok@forsheyprostok.com
E-mail: mmaben@forsheyprostok.com

(c) Any Creditor desiring to change its address for the purpose of notice may do so by giving notice to the Reorganized Debtors of its new address in accordance with the terms of this section.

(d) Any notice given, made or sent as set forth above shall be effective upon being (i) deposited in the United States Mail, postage prepaid, addressed to the addressee at the address as set forth above; (ii) delivered by hand or messenger to the addressee at the address set forth above; (iii) telecopied to the addressee as set forth above, with a hard confirmation copy being immediately sent through the United States Mail; or (iv) delivered for transmission to an expedited or overnight delivery service such as FedEx.

13.6 Compliance with All Applicable Laws. If notified by any governmental authority that they are in violation of any applicable law, rule, regulation, or order of such governmental authority relating to their businesses, the Reorganized Debtors shall comply with such law, rule, regulation, or order; provided, however, that nothing contained herein shall require such compliance if the legality or applicability of any such requirement is being contested in good faith in appropriate proceedings and, if appropriate, an adequate reserve has been set aside on the books of the Reorganized Debtors.

13.7 Duties to Creditors. No agent, representative, accountant, financial advisor, attorney, shareholder, officer, affiliate, member or employee of the Debtors shall ever owe any duty to any Person (including any Creditor) other than the duties owed to the Debtors' bankruptcy estates, for any act, omission, or event in connection with, or arising out of, or

relating to, any of the following: (a) the Debtors' bankruptcy cases, including all matters or actions in connection with or relating to the administration of the estates, (b) the Plan, including the proposal, negotiation, confirmation and consummation of the Plan, or (c) any act or omission relating to the administration of the Plan after the Effective Date.

13.8 Binding Effect. The Plan shall be binding upon, and shall inure to the benefit of the Reorganized Debtors, the holders of the Claims or Liens, the holders of Interests, and their respective successors in interest and assigns.

13.9 Governing Law, Interpretation. Unless a rule of law or procedure supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) is applicable, the internal laws of the State of Texas shall govern the construction and implementation of the Plan and any Plan Documents without regard to conflicts of law. The Plan shall control any inconsistent term or provision of any other Plan Documents.

13.10 Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid on or before the Effective Date, and thereafter shall be paid by the Reorganized Debtors as such statutory fees become due.

13.11 Filing of Additional Documents. On or before Substantial Consummation of the Plan, the Reorganized Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

13.12 Computation of Time. If the final day for any Distribution, performance, act or event under the Plan is not a Business Day, then the time for making or performing such Distribution, performance, act or event shall be extended to the next Business Day. Any payment or Distribution required to be made hereunder on a day other than a Business Day shall be due and payable on the next succeeding Business Day.

13.13 Elections by the Reorganized Debtors. Any right of election or choice granted to the Reorganized Debtors under this Plan may be exercised, at the Reorganized Debtors' election, separately as to each Claim, Creditor or Person.

13.14 Release of Liens. Except as otherwise provided in this Plan or the Confirmation Order, all Liens against any of the Assets shall be deemed to be released, terminated and nullified.

13.15 Rates. The Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Effective Date.

13.16 Compliance with Tax Requirements. In connection with the Plan, the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by federal, state and local Taxing Authorities and all Distributions under the Plan shall be subject to such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim or Interest that is to receive a Distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such Distribution under the Plan.

13.17 Notice of Entry of Confirmation Order. Promptly after entry of the Confirmation Order, the Debtors, as directed by the Bankruptcy Court, shall serve on all known parties in interest and holders of Claims and Interests, notice of entry of the Confirmation Order.

13.18 Notice of Occurrence of the Effective Date. Promptly after occurrence of the Effective Date, the Reorganized Debtors, as directed by the Bankruptcy Court, shall serve on all known parties in interest and holders of Claims and Interests, notice of the occurrence of the Effective Date.

13.19 Interest and Attorneys Fees.

(a) Interest after the Petition Date will accrue and be paid on Allowed Claims only to the extent specifically provided for in the Plan, the Confirmation Order or as otherwise required by the Bankruptcy Court or by applicable law.

(b) Except as set forth in the Plan or as ordered by the Bankruptcy Court, no award or reimbursement of attorneys fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim.

13.20 **No Admissions.** As to contested matters, adversary proceedings and other causes of action or threatened causes of action, the Plan shall not constitute or be construed as an admission by either of the Debtors or the Reorganized Debtors of any fact or liability, stipulation, or waiver, but shall constitute and be construed as a statement made in settlement negotiations. The Plan shall not be construed to be conclusive advice on the tax, securities, and other legal effects of the Plan as to holders of Claims against, and Interests in, the Debtors or their affiliates, as debtors and debtors in possession in these chapter 11 cases.

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Dated: August 30, 2017.

Respectfully submitted,

/s/ Charles Blake Stringer
Charles Blake Stringer, Individually

STRINGER FARMS, INC.

By: /s/ Charles Blake Stringer
Charles Blake Stringer, President

APPROVED:

/s/ Jeff P. Prostok
Jeff P. Prostok
State Bar No. 16352500
Matthew G. Maben
State Bar No. 24037008
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Ft. Worth, TX 76102
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jprostok@forsheyprostok.com
mmaben@forsheyprostok.com

ATTORNEYS FOR STRINGER FARMS, INC.
AND CHARLES BLAKE STRINGER, DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT "B"

TO

DISCLOSURE STATEMENT PURSUANT
TO SECTION 1125 OF THE UNITED
STATES BANKRUPTCY CODE WITH
RESPECT TO THE JOINT PLAN OF
REORGANIZATION OF STRINGER
FARMS, INC. AND CHARLES BLAKE
STRINGER

Blake Stringer
Personal Estimated Monthly Sources & Uses

Description	Amount
Monthly Income from CattleCo, FarmCo and LandCo	12,500.00
Monthly Expenses:	
Rental or Home ownership expenses for your residence	4,667.00
Utilities	1,080.00
Food & Housekeeping Supplies	4,500.00
Installment or lease payments:	1,038.00
Alimony and Child Support	<u>1,001.50</u>
Total Expenses	<u>12,286.50</u>
Surplus (Shortage)	<u><u>213.50</u></u>

Stringer FarmCo, CattleCo & LandCo
Fiscal Years 2018 to 2025
March to February (8 years)

March to February is measured because it captures the full cycle of Cash for the Farming Operation - Hybrid Seeds are planted in the Spring but final payment for Harvest in the Fall is not until 1st quarter of year following year of Harvest

Annual Period Ending Date	1 Feb-18	2 Feb-19	3 Feb-20	4 Feb-21	5 Feb-22	6 Feb-23	7 Feb-24	8 Feb-25	Totals
Receipts: Farming									
Corn	2,204,263	1,093,880	1,323,880	1,650,998	1,650,998	1,162,248	1,650,998	1,650,998	12,388,260
Grass \ Grazing	31,730	-	-	-	-	-	-	-	31,730
Wheat - Irrigated	125,856	-	-	-	-	-	-	-	125,856
Wheat - Dryland	48,070	-	-	-	-	-	-	-	48,070
Hybrid Seeds	627,750	2,025,000	1,687,500	1,425,000	1,425,000	2,137,500	1,425,000	1,425,000	12,177,750
Oats Grazing	10,838	-	-	-	-	-	-	-	10,838
AG Program (CRP)	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	400,000
Total Receipts - Farming	3,098,506	3,168,880	3,061,380	3,125,998	3,125,998	3,349,748	3,125,998	3,125,998	25,182,504
Disbursements: Farming									
Corn	1,419,493	838,245	1,014,495	1,190,745	1,190,745	838,245	1,190,745	1,190,745	8,873,458
Grass \ Grazing	31,730	-	-	-	-	-	-	-	31,730
Wheat - Irrigated	81,695	-	-	-	-	-	-	-	81,695
Wheat - Dryland	21,757	-	-	-	-	-	-	-	21,757
Hybrid Seeds	103,333	757,500	631,250	505,000	505,000	757,500	505,000	505,000	4,269,583
Oats Grazing	10,838	-	-	-	-	-	-	-	10,838
Total Disbursements - Farming	1,668,845	1,595,745	1,645,745	1,695,745	1,695,745	1,595,745	1,695,745	1,695,745	13,289,060
Net Cash - Farming	1,429,661	1,573,135	1,415,635	1,430,253	1,430,253	1,754,003	1,430,253	1,430,253	11,893,443
Receipts: Cattle									
Cattle	901,392	8,863,615	16,686,117	23,028,016	24,803,773	24,803,773	24,803,773	24,803,773	148,694,234
Other/Misc	-	-	-	-	-	-	-	-	-
Total Receipts - Cattle	901,392	8,863,615	16,686,117	23,028,016	24,803,773	24,803,773	24,803,773	24,803,773	148,694,234
Disbursements: Cattle									
Cattle Purchases	2,441,653	8,222,705	14,800,869	18,501,086	18,501,086	18,501,086	18,501,086	18,501,086	117,970,657
Cattle Input Cost (Dos Ex charges)	398,194	839,640	1,343,352	1,626,690	1,626,690	1,626,690	1,626,690	1,626,690	10,714,636
Grass \ Grazing	31,730	18,000	18,000	18,000	18,000	18,000	18,000	18,000	157,730
Wheat - Irrigated	-	128,000	128,000	128,000	128,000	128,000	128,000	128,000	896,000
Wheat - Dryland	-	36,000	36,000	36,000	36,000	36,000	36,000	36,000	252,000
Oats Grazing	10,838	41,400	41,400	41,400	41,400	41,400	41,400	41,400	300,638
Hedge Expense	184,300	591,409	1,098,314	1,473,095	1,555,080	1,555,080	1,555,080	1,555,080	9,567,436
Total Disbursements - Cattle	3,066,715	9,877,154	17,465,934	21,824,271	21,906,256	21,906,256	21,906,256	21,906,256	139,859,097
Net Cash - Cattle	(2,165,323)	(1,013,539)	(779,817)	1,203,745	2,897,518	2,897,518	2,897,518	2,897,518	8,835,137
Wind Lease Revenue		168,750	590,625	607,500	607,500	607,500	607,500	607,500	3,796,875
Net Cash From (To) Operations	(735,662)	728,346	1,226,443	3,241,498	4,935,270	5,259,020	4,935,270	4,935,270	24,525,456
Disbursements: Overhead (Other)		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	
Accounting & Legal	68,400	101,820	106,911	112,257	117,869	123,763	129,951	136,449	897,419
Equipment Lease	-	60,000	63,000	66,150	69,458	72,930	76,577	80,406	488,521
Gas, Fuel & Oil	30,000	31,500	33,075	34,729	36,465	38,288	40,203	42,213	286,473
Insurance	116,376	122,195	128,305	134,720	141,456	148,529	155,955	163,753	1,111,287
Contract Labor/Payroll	459,400	482,370	506,489	531,813	558,404	586,324	615,640	646,422	4,386,861
Repairs, Maintenance, & Supplies	149,400	156,870	164,714	172,949	181,597	190,676	200,210	210,221	1,426,637
Property Taxes & Licenses	134,732	71,400	74,970	78,719	82,654	86,787	91,127	95,683	716,071
Utilities	18,200	19,110	20,066	21,069	22,122	23,228	24,390	25,609	173,794
Office Expense	7,800	8,190	8,600	9,029	9,481	9,955	10,453	10,975	74,483
Income Tax	-	-	-	-	404,607	795,708	718,153	704,708	2,623,176
Total Disbursements - Operations	984,308	1,053,455	1,106,128	1,161,434	1,624,112	2,076,189	2,062,658	2,116,438	12,184,721
Disbursements: Restructuring									
Other - Misc	12,500	-	-	-	-	-	-	-	12,500
Forshey Prostock	575,000	-	-	-	-	-	-	-	575,000
Chiron Financial	601,401	-	-	-	-	-	-	-	601,401
DIP Fees	295,625	-	-	-	-	-	-	-	295,625
US Trustee Fees	10,000	-	-	-	-	-	-	-	10,000
Adequate Protection Payments	353,506	-	-	-	-	-	-	-	353,506
Total Disbursements - Restructuring	1,848,032	-	-	-	-	-	-	-	1,848,032
TOTAL RECEIPTS	3,999,898	12,201,245	20,338,122	26,761,514	28,537,271	28,761,021	28,537,271	28,537,271	177,673,613
TOTAL DISBURSEMENTS	7,567,900	12,526,354	20,217,807	24,681,450	25,226,113	25,578,189	25,664,659	25,718,439	167,180,910
NET Increase (Decrease) in Cash from Operations	(3,568,002)	(325,109)	120,315	2,080,064	3,311,158	3,182,831	2,872,612	2,818,832	10,492,702
Debt Service (Feb-18 reflects proceeds of DIP)	3,570,000	(1,514,902)	(1,672,522)	(1,835,668)	(1,745,147)	(1,587,856)	(1,508,866)	(2,819,906)	(9,114,867)
Net Cash Flows	1,998	(1,840,010)	(1,552,207)	244,396	1,566,011	1,594,975	1,363,747	(1,074)	1,377,836
Market Value of Inventory	1,642,903	3,309,655	5,957,378	7,446,723	7,446,723	7,446,723	7,446,723	7,446,723	7,446,723
Beginning Cash Balance	-	1,998	-	-	-	0	15,164	1,378,910	-
Change in Cash	1,998	(1,998)	-	-	-	15,164	1,363,747	(1,378,910)	-
Ending Cash Balance	1,998	-	-	-	-	15,164	1,378,910	-	-
Ending Cash Balance + Inventory	1,644,902	3,309,655	5,957,378	7,446,723	7,446,723	7,461,886	8,825,633	7,446,723	7,446,723

Stringer FarmCo, CattleCo & LandCo
Fiscal Years 2018 to 2025
March to February (8 years)

March to February is measured because it captures the full cycle of Cash for the Farming Operation - Hybrid Seeds are planted in the Spring but final payment for Harvest in the Fall is not until 1st quarter of year following year of Harvest

Annual Period Ending Date	1 Feb-18	2 Feb-19	3 Feb-20	4 Feb-21	5 Feb-22	6 Feb-23	7 Feb-24	8 Feb-25	Totals
Revolver									
Beginning Balance	-	-	1,838,012	3,390,218	3,145,822	1,579,812	-	-	-
Interest Paid	0	(91,901)	(261,412)	(326,802)	(236,282)	(78,991)	0	68,892	(926,495)
Principal Borrowed (Paid)	0	1,838,012	1,552,207	(244,396)	(1,566,011)	(1,579,812)	0	(1,377,836)	(1,377,836)
Ending Balance	-	1,838,012	3,390,218	3,145,822	1,579,812	-	-	(1,377,836)	(1,377,836)
Zions 1 Debt - Class 1									
Beginning Balance	6,069,431	6,746,735	6,673,927	6,561,609	6,442,775	6,317,047	6,184,024	6,043,284	6,746,735
Payment	0	(492,482)	(492,482)	(492,482)	(492,482)	(492,482)	(492,482)	(492,482)	(3,447,377)
Interest Paid	0	(419,674)	(380,165)	(373,649)	(366,754)	(359,460)	(351,742)	(343,577)	(2,595,020)
Principal Paid	0	(72,809)	(112,317)	(118,834)	(125,728)	(133,023)	(140,740)	(148,906)	(852,357)
Interest PIK	677,304	-	-	-	-	-	-	-	-
Ending Balance	6,746,735	6,673,927	6,561,609	6,442,775	6,317,047	6,184,024	6,043,284	5,894,378	5,894,378
Zions 2 Debt - Class 1									
Beginning Balance	3,745,000	3,922,860	3,922,860	3,922,860	3,824,272	3,722,293	3,616,806	3,507,692	3,922,860
Interest Paid	0	(145,660)	(133,770)	(132,936)	(129,546)	(126,039)	(122,411)	(118,658)	(909,019)
Principal Paid	-	-	-	(98,589)	(101,979)	(105,486)	(109,114)	(112,867)	(528,034)
Payment	-	-	-	(231,525)	(231,525)	(231,525)	(231,525)	(231,525)	(1,157,624)
Interest PIK	177,860	-	-	-	-	-	-	-	-
Ending Balance	3,922,860	3,922,860	3,922,860	3,824,272	3,722,293	3,616,806	3,507,692	3,394,826	3,394,826
Unsecured Debt - Class 9									
Beginning Balance	1,689,829	1,689,829	1,539,305	1,387,785	1,231,720	1,070,972	905,403	734,866	1,689,829
Interest Paid	0	(47,174)	(46,179)	(41,634)	(36,952)	(32,129)	(27,162)	(22,046)	(253,276)
Principal Paid	0	(150,524)	(151,520)	(156,065)	(160,747)	(165,570)	(170,537)	(734,866)	(1,689,829)
Payment	0	(197,699)	(197,699)	(197,699)	(197,699)	(197,699)	(197,699)	(756,912)	(1,943,105)
Interest PIK	0	-	-	-	-	-	-	-	0
Ending Balance	1,689,829	1,539,305	1,387,785	1,231,720	1,070,972	905,403	734,866	-	-
Wells Fargo Secured Debt - Class 2									
Beginning Balance	1,299,870	1,299,870	1,184,082	1,067,528	947,478	823,826	696,464	565,282	1,299,870
Interest Paid	0	(36,288)	(35,522)	(32,026)	(28,424)	(24,715)	(20,894)	(16,958)	(194,828)
Principal Paid	0	(115,788)	(116,554)	(120,050)	(123,652)	(127,361)	(131,182)	(565,282)	(1,299,870)
Payment	0	(152,076)	(152,076)	(152,076)	(152,076)	(152,076)	(152,076)	(582,241)	(1,494,698)
Interest PIK	0	-	-	-	-	-	-	-	0
Ending Balance	1,299,870	1,184,082	1,067,528	947,478	823,826	696,464	565,282	-	-
WFFLI Secured Debt - Class 3									
Beginning Balance	950,000	950,000	865,377	780,195	692,457	602,087	509,006	413,132	950,000
Interest Paid	0	(26,521)	(25,961)	(23,406)	(20,774)	(18,063)	(15,270)	(12,394)	(142,388)
Principal Paid	0	(84,623)	(85,182)	(87,738)	(90,370)	(93,081)	(95,874)	(413,132)	(950,000)
Payment	0	(111,144)	(111,144)	(111,144)	(111,144)	(111,144)	(111,144)	(425,526)	(1,092,388)
Interest PIK	0	-	-	-	-	-	-	-	0
Ending Balance	950,000	865,377	780,195	692,457	602,087	509,006	413,132	-	-
Caterpillar Secured Debt - Class 4									
Beginning Balance	22,000	22,000	20,040	18,068	16,036	13,943	11,788	9,567	22,000
Interest Paid	0	(614)	(601)	(542)	(481)	(418)	(354)	(287)	(3,297)
Principal Paid	0	(1,960)	(1,973)	(2,032)	(2,093)	(2,156)	(2,220)	(9,567)	(22,000)
Payment	0	(2,574)	(2,574)	(2,574)	(2,574)	(2,574)	(2,574)	(9,854)	(25,297)
Interest PIK	0	-	-	-	-	-	-	-	0
Ending Balance	22,000	20,040	18,068	16,036	13,943	11,788	9,567	-	0
New Term Debt (Sandton Refinance)									
Beginning Balance	4,004,929	4,004,929	3,873,797	3,732,653	3,581,496	3,420,328	3,249,147	3,067,953	4,004,929
Interest Paid	0	(190,234)	(180,222)	(170,209)	(160,197)	(150,185)	(140,172)	(130,160)	(1,121,380)
Principal Paid	0	(131,132)	(141,144)	(151,156)	(161,169)	(171,181)	(181,193)	(191,206)	(1,128,181)
Payment	0	(321,366)	(321,366)	(321,366)	(321,366)	(321,366)	(321,366)	(321,366)	(2,249,561)
Interest PIK	0	-	-	-	-	-	-	-	0
Ending Balance	4,004,929	3,873,797	3,732,653	3,581,496	3,420,328	3,249,147	3,067,953	2,876,748	2,876,748

EXHIBIT "C"
TO
DISCLOSURE STATEMENT PURSUANT
TO SECTION 1125 OF THE UNITED
STATES BANKRUPTCY CODE WITH
RESPECT TO THE JOINT PLAN OF
REORGANIZATION OF STRINGER
FARMS, INC. AND CHARLES BLAKE
STRINGER

Cash Flow Budget - period week-ending 06.23.17 to 12.28.17 v3

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
	6/23/2017	6/30/2017	7/7/2017	7/14/2017	7/21/2017	7/28/2017	8/4/2017	8/11/2017	8/18/2017	8/25/2017	9/1/2017	9/8/2017	9/15/2017	9/22/2017	9/29/2017	10/6/2017	10/13/2017	10/20/2017	10/27/2017	11/3/2017	11/10/2017	11/17/2017	11/24/2017	12/1/2017	12/8/2017	12/15/2017	12/22/2017	12/29/2017	
Description	Budget																												
Beginning Cash	558,440	298,796	52,453	86,693	3,516	113,255	87,252	275,608	189,697	310,129	250,130	94,566	107,869	88,632	67,366	104,203	57,036	35,277	77,042	658,911	1,189,909	1,350,141	1,055,919	805,850	564,258	317,143	491,212	241,143	558,440
***DIP Loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Inflows:																													
Crop Proceeds	-	-	-	57,975	57,975	57,975	-	-	-	-	-	-	-	-	-	-	-	-	734,754	734,754	526,754	-	-	-	-	478,575	-	-	2,648,764
Cattle Proceeds	-	-	139,669	-	139,669	139,669	279,338	-	139,669	-	140,743	-	-	65,481	65,481	65,481	65,481	65,481	-	-	-	-	-	-	-	-	-	-	1,306,162
Other	-	-	-	-	-	-	-	-	-	-	-	40,000	-	-	-	50,000	-	-	-	-	-	-	-	-	-	-	-	-	90,000
Total Inflows	-	-	139,669	57,975	197,644	197,644	279,338	-	139,669	-	140,743	40,000	-	65,481	65,481	115,481	65,481	65,481	734,754	734,754	526,754	-	-	-	-	478,575	-	-	4,044,926
Outflows:																													
Crops:																													
Wheat Irrigated	-	-	-	-	7,917	7,917	7,917	-	-	8,993	-	-	-	-	8,993	-	-	-	8,993	10,000	-	-	7,500	-	-	-	7,500	-	73,750
Wheat Dryland	-	-	-	-	2,750	2,750	-	-	-	3,933	-	-	-	-	-	-	-	3,933	-	3,933	-	-	-	-	-	-	-	-	18,250
Corn	-	172,907	23,186	-	-	90,995	-	-	-	-	90,995	-	-	-	-	113,092	-	-	-	52,617	52,617	52,617	-	-	-	-	-	-	648,406
Grass \ Grazing	-	14,713	-	-	-	4,673	-	-	-	7,673	-	-	-	-	-	4,573	-	-	-	-	-	-	-	-	-	-	-	-	31,730
Hybrid Seeds	-	22,567	-	-	-	18,913	-	-	-	18,913	-	-	-	-	-	19,759	-	-	-	-	2,100	2,100	-	-	-	-	-	-	85,450
Oats Grazing	-	-	0	-	-	-	0	-	-	-	0	-	-	-	-	0	-	-	-	-	-	-	-	-	-	-	-	-	1
Cattle Business	5,150	5,150	60,391	60,391	60,391	60,391	60,391	5,150	5,150	5,150	5,150	5,150	5,150	5,150	5,150	5,150	5,150	5,150	115,631	115,631	226,113	226,113	226,113	226,113	226,113	226,113	226,113	226,113	2,188,107
Payroll \ Labor Costs	12,000	12,000	8,652	8,652	8,652	8,652	8,652	8,652	8,652	8,652	8,652	8,652	8,652	8,652	8,652	8,652	10,352	10,352	10,352	10,352	10,352	8,209	8,209	8,209	8,209	8,209	8,209	8,209	254,351
Utilities	269	18	320	371	269	18	320	371	269	18	320	371	269	18	320	371	-	287	320	371	269	18	320	371	269	18	320	371	6,846
General Expenses	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	5,166	144,634
Legal \ Professional fees	185,696	-	-	65,000	-	-	-	65,000	-	-	-	-	-	65,000	-	-	65,000	-	-	-	65,000	-	-	-	-	65,000	-	-	575,696
US Trustee Fees	-	-	-	-	-	9,750	-	-	-	-	-	-	-	-	-	-	-	-	9,750	-	-	-	-	-	-	-	-	-	19,500
Adequate Protection Payments	-	14,423	-	-	-	14,424	-	-	-	-	1,024	-	-	-	1,024	-	-	-	-	1,733	-	-	-	1,733	-	-	-	-	34,361
Interest Payments on DIP Loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance (Health, Life, Other)	2,762	-	7,734	1,573	2,762	-	5,786	1,573	-	2,762	-	7,359	-	2,762	-	5,786	1,573	2,762	-	5,786	1,573	-	2,762	-	7,359	-	2,762	-	65,436
Other	48,602	-	-	-	-	-	-	-	-	-	185,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	233,602
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Outflows	259,644	246,843	105,428	141,152	87,906	223,647	90,981	85,912	19,237	59,999	296,307	26,698	19,237	86,748	28,645	162,648	87,241	23,717	152,886	203,756	366,522	294,222	250,069	241,591	247,115	304,505	250,069	18,896	4,381,118
Ending Cash	298,796	52,453	86,693	3,516	113,255	87,252	275,608	189,697	310,129	250,130	94,566	107,869	88,632	67,366	104,203	57,036	35,277	77,042	658,911	1,189,909	1,350,141	1,055,919	805,850	564,258	317,143	491,212	241,143	222,248	222,248

Consolidated

EXHIBIT "D"

TO

DISCLOSURE STATEMENT PURSUANT
TO SECTION 1125 OF THE UNITED
STATES BANKRUPTCY CODE WITH
RESPECT TO THE JOINT PLAN OF
REORGANIZATION OF STRINGER
FARMS, INC. AND CHARLES BLAKE
STRINGER

Monthly Operating Report
CASH BASIS

CASE NAME:	Stringer Farms, Inc.
CASE NUMBER:	16-44821-rfn11
JUDGE:	Russell F. Nelms

UNITED STATES BANKRUPTCY COURT
NORTHERN & EASTERN DISTRICTS OF TEXAS
REGION 6

MONTHLY OPERATING REPORT

MONTH ENDING: July 2017
MONTH YEAR

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING MONTHLY OPERATING REPORT (CASH BASIS-1 THROUGH CASH BASIS-6) AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT, AND COMPLETE. DECLARATION OF THE PREPARER (OTHER THAN RESPONSIBLE PARTY) IS BASED ON ALL INFORMATION OF WHICH PREPARER HAS ANY KNOWLEDGE.

RESPONSIBLE PARTY:

Charles Blake Stringer
ORIGINAL SIGNATURE OF RESPONSIBLE PARTY

Charles Blake Stringer, President

PRINTED NAME OF RESPONSIBLE PARTY

President

TITLE

Aug 28th 2017

DATE

PREPARER:

Todd A. Hass
ORIGINAL SIGNATURE OF PREPARER

Todd A. Hass (Agent of Chiron Financial, LLC) - Advisor

PRINTED NAME OF PREPARER

Advisor

TITLE

8/27/17

DATE

Monthly Operating Report
CASH BASIS-1

CASE NAME:	Stringer Farms, Inc.
CASE NUMBER:	16-44821-rfn11

CASH RECEIPTS AND DISBURSEMENTS	4/30/2017	5/31/2017	6/30/2017	7/31/2017
1. CASH - BEGINNING OF MONTH	\$ 24,954.23	\$ 21,225.03	\$ 50,776.51	\$ 18,399.70
RECEIPTS				
2. CASH SALES				
3. ACCOUNTS RECEIVABLE COLLECTIONS				
4. LOANS AND ADVANCES *		\$ (435,000.00)	\$ (390,900.80)	\$ -
5. SALE OF ASSETS				
6. LEASE & RENTAL INCOME				
7. WAGES				
8. OTHER (ATTACH LIST)	\$ -	\$ 531,887.57	\$ 488,112.00	\$ -
9. TOTAL RECEIPTS	\$ -	\$ 96,887.57	\$ 97,211.20	\$ -
DISBURSEMENTS				
10. NET PAYROLL				
11. PAYROLL TAXES PAID				
12. SALES,USE & OTHER TAXES PAID				
13. INVENTORY PURCHASES				
14. MORTGAGE PAYMENTS				
15. OTHER SECURED NOTE PAYMENTS**				
16. RENTAL & LEASE PAYMENTS				
17. UTILITIES				
18. INSURANCE		\$ 1,380.00		
19. VEHICLE EXPENSES				
20. TRAVEL				
21. ENTERTAINMENT				
22. REPAIRS & MAINTENANCE				
23. SUPPLIES				
24. ADVERTISING				
25. HOUSEHOLD EXPENSES				
26. CHARITABLE CONTRIBUTIONS				
27. GIFTS				
28. OTHER (ATTACH LIST)	\$ 3,079.20	\$ 53,218.52	\$ 121,788.01	\$ 7,533.65
29. TOTAL ORDINARY DISBURSEMENTS	\$ 3,079.20	\$ 54,598.52	\$ 121,788.01	\$ 7,533.65
REORGANIZATION EXPENSES				
30. PROFESSIONAL FEES				\$ 200.00
31. U.S. TRUSTEE FEES	\$ 650.00	\$ 5,850.00		\$ 325.00
32. OTHER (ATTACH LIST)	\$ -	\$ 6,887.57	\$ 7,800.00	\$ -
33. TOTAL REORGANIZATION EXPENSES	\$ 650.00	\$ 12,737.57	\$ 7,800.00	\$ 525.00
34. TOTAL DISBURSEMENTS	\$ 3,729.20	\$ 67,336.09	\$ 129,588.01	\$ 8,058.65
35. NET CASH FLOW	\$ (3,729.20)	\$ 29,551.48	\$ (32,376.81)	\$ (8,058.65)
36. CASH - END OF MONTH	\$ 21,225.03	\$ 50,776.51	\$ 18,399.70	\$ 10,341.05

* Loan\Advance from (to) Charles Blake Stringer - a jointly administered estate

Monthly Operating Report**CASH BASIS-1 (attachment)**

CASE NAME:	Stringer Farms, Inc.
CASE NUMBER:	16-44821-rfn11

CASH RECEIPTS AND DISBURSEMENTS	4/30/2017	5/31/2017	6/30/2017	7/31/2017
8. OTHER (ATTACH LIST)				
Refund of Utility Deposit				
DIP Loan Advance		\$ 531,887.57	\$ 488,112.00	
Agrilogic Insurance Claim - Multi-Peril				
Agrilogic Insurance Claim - Hail				
Total	\$ -	\$ 531,887.57	\$ 488,112.00	\$ -
28. OTHER (ATTACH LIST)				
General & Administrative	\$ 193.42	\$ 131.52	\$ 172.97	\$ 145.65
Harvester - prepetition debt			\$ 48,601.94	
Seed Purchases - Oats				
Seed Purchases - Corn	\$ 2,885.78	\$ 1,000.00		
Crop Insurance		\$ 22,087.00		\$ 7,388.00
Fertilizer - Corn		\$ 30,000.00		
Chemicals - Corn			\$ 40,003.34	
Harvest expense - Wheat			\$ 33,009.76	
Total	\$ 3,079.20	\$ 53,218.52	\$ 121,788.01	\$ 7,533.65
32. OTHER (ATTACH LIST)				
DIP Lender Financing Fee				
DIP Lender Document Preparation fee		\$ 6,887.57	\$ 7,800.00	
Total	\$ -	\$ 6,887.57	\$ 7,800.00	\$ -

Monthly Operating Report
CASH BASIS-1A

2017

CASE NAME:	Stringer Farms, Inc.
CASE NUMBER:	16-44821-rfn11

CASH DISBURSEMENTS DETAIL

MONTH:

July

CASH DISBURSEMENTS (Bank Account direct debits - no check issued)			
DATE	PAYEE	PURPOSE	AMOUNT
7/19/2017	FROST BANK	Other - General & Admin.	135.66
7/31/2017	Happy State Bank	Other - General & Admin.	9.99
TOTAL CASH DISBURSEMENTS			\$ 145.65

BANK ACCOUNT DISBURSEMENTS				
CK#	DATE	PAYEE	PURPOSE	AMOUNT
2114	7/13/2017	BROSIER & BUCHANAN	Professional Fees	200.00
2115	7/26/2017	U.S. TRUSTEE PAYMENT CENTER	US Trustee Fees	325.00
2116	7/21/2017	AGRILOGIC INSURANCE SERVICES	Crop Insurance	4,256.00
2116	7/21/2017	AGRILOGIC INSURANCE SERVICES	Crop Insurance	3,132.00
TOTAL BANK ACCOUNT DISBURSEMENTS				\$ 7,913.00

TOTAL DISBURSEMENTS FOR THE MONTH	\$ 8,058.65
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Monthly Operating Report
CASH BASIS-2

CASE NAME:	Stringer Farms, Inc.
CASE NUMBER:	16-44821-rfn11

BANK RECONCILIATIONS				
	Acct #1	Acct #2		
A. BANK:	Happy State Bank	Wells Fargo Bank, N.A.	Frost Bank	TOTAL
B. ACCOUNT NUMBER:	9450	5541	0955	
C. PURPOSE (TYPE):	Oper Acct	Ck Acct	DIP Acct	
1. BALANCE PER BANK STATEMENT	\$ 4.75	\$ -	\$ 17,724.30	\$ 17,729.05
2. ADD: TOTAL DEPOSITS NOT CREDITED				\$ -
3. SUBTRACT: OUTSTANDING CHECKS			\$ 7,388.00	\$ 7,388.00
4. OTHER RECONCILING ITEMS				\$ -
5. MONTH END BALANCE PER BOOKS	\$ 4.75	\$ -	\$ 10,336.30	\$ 10,341.05
6. NUMBER OF LAST CHECK WRITTEN	none		2116	

INVESTMENT ACCOUNTS				
BANK, ACCOUNT NAME & NUMBER	DATE OF PURCHASE	TYPE OF INSTRUMENT	PURCHASE PRICE	CURRENT VALUE
7.				
8.				
9.				
10.				
11. TOTAL INVESTMENTS			\$ -	\$ -

CASH	
12. CURRENCY ON HAND	\$ -
13. TOTAL CASH - END OF MONTH	\$ 10,341.05

Monthly Operating Report
CASH BASIS-3

CASE NAME:	Stringer Farms, Inc.
CASE NUMBER:	16-44821-rfn11

ASSETS OF THE ESTATE

SCHEDULE "A" REAL PROPERTY	SCHEDULE AMOUNT	4/30/2017	5/31/2017	6/30/2017	7/31/2017
1. See Page 3 Attachment	\$ 10,069,087.00	\$ 10,069,087.00	\$ 10,069,087.00	\$ 10,069,087.00	\$ 10,069,087.00
2.					
3.					
4. OTHER (ATTACH LIST)					
5. TOTAL REAL PROPERTY ASSETS	\$ 10,069,087.00	\$ 10,069,087.00	\$ 10,069,087.00	\$ 10,069,087.00	\$ 10,069,087.00
SCHEDULE "B" PERSONAL PROPERTY					
1. CASH ON HAND					
2. CHECKING, SAVINGS, ETC.	\$ 675.79	\$ 21,225.03	\$ 50,776.51	\$ 18,399.70	\$ 10,341.05
3. SECURITY DEPOSITS					
4. HOUSEHOLD GOODS					
5. BOOKS, PICTURES, ART					
6. WEARING APPAREL					
7. FURS AND JEWELRY					
8. FIREARMS & SPORTS EQUIPMENT					
9. INSURANCE POLICIES	\$ 7,283.40	\$ 1,880.06	\$ 16,360.00	\$ 14,992.50	\$ 13,625.01
10. ANNUITIES					
11. EDUCATION					
12. RETIREMENT & PROFIT SHARING					
13. STOCKS					
14. PARTNERSHIPS & JOINT VENTURES					
15. GOVERNMENT & CORPORATE BONDS					
16. ACCOUNTS RECEIVABLE	\$ 115,482.00	\$ -	\$ -	\$ -	\$ -
17. ALIMONY					
18. OTHER LIQUIDATED DEBTS					
19. EQUITABLE INTERESTS					
20. CONTINGENT INTERESTS					
21. OTHER CLAIMS					
22. PATENTS & COPYRIGHTS					
23. LICENSES & FRANCHISES					
24. CUSTOMER LISTS					
25. AUTOS, TRUCKS & OTHER VEHICLES					
26. BOATS & MOTORS					
27. AIRCRAFT					
28. OFFICE EQUIPMENT					
29. MACHINERY, FIXTURES & EQUIPMENT					
30. INVENTORY					
31. ANIMALS					
32. CROPS	\$ 38,000.00	\$ 29,284.99	\$ 40,293.55	\$ 93,866.84	\$ 85,912.74
33. FARMING EQUIPMENT	\$ 117,032.00	\$ 117,032.00	\$ 117,032.00	\$ 117,032.00	\$ 117,032.00
34. FARM SUPPLIES	\$ 50,000.00	\$ 13,942.89	\$ 23,914.34	\$ 21,181.58	\$ 84,726.32
35. OTHER (see Page 3 Attachment)	\$ 4,130,919.00	\$ 5,965,288.71	\$ 6,225,288.71	\$ 6,616,189.51	\$ 6,616,189.51
36. TOTAL PERSONAL PROPERTY ASSETS	\$ 4,459,392.19	\$ 6,148,653.68	\$ 6,473,665.11	\$ 6,881,662.13	\$ 6,927,826.63
37. TOTAL ASSETS	\$ 14,528,479.19	\$ 16,217,740.68	\$ 16,542,752.11	\$ 16,950,749.13	\$ 16,996,913.63

Monthly Operating Report
CASH BASIS-3 (attachment)

CASE NAME:	Stringer Farms, Inc.
CASE NUMBER:	16-44821-rfn11

SCHEDULE "A" REAL PROPERTY	SCHEDULE AMOUNT	4/30/2017	5/31/2017	6/30/2017	7/31/2017
I.					
Moore County, Texas Property ID 17531 \ SEC 51, BLK 44, H&TC, 644.32 ACS, ABST 110 \ Farmland	\$ 2,431,110.00	\$ 2,431,110.00	\$ 2,431,110.00	\$ 2,431,110.00	\$ 2,431,110.00
Moore County, Texas Property ID 17533 \ SEC 76, BLK 44, H&TC, 324.8 ACS, ABST #841 \ Farmland	\$ 1,225,516.00	\$ 1,225,516.00	\$ 1,225,516.00	\$ 1,225,516.00	\$ 1,225,516.00
Moore County, Texas Property ID 17534 \ SEC 77, BLK 44, H&TC, 324.8 ACS, ABST #123 \ Farmland	\$ 1,225,516.00	\$ 1,225,516.00	\$ 1,225,516.00	\$ 1,225,516.00	\$ 1,225,516.00
Moore County, Texas Property ID 17590 \ SEC 177, BLK 44, H&TC, 640 ACS, ABST 164 \ Farmland	\$ 2,735,913.00	\$ 2,735,913.00	\$ 2,735,913.00	\$ 2,735,913.00	\$ 2,735,913.00
Moore County, Texas Property ID 17871 \ SEC 75, BLK 44, H&TC, 649.6 ACS, ABST #122 \ Farmland	\$ 2,451,032.00	\$ 2,451,032.00	\$ 2,451,032.00	\$ 2,451,032.00	\$ 2,451,032.00
Total	\$ 10,069,087.00	\$ 10,069,087.00	\$ 10,069,087.00	\$ 10,069,087.00	\$ 10,069,087.00

SCHEDULE "B" Personal Property	SCHEDULE AMOUNT	4/30/2017	5/31/2017	6/30/2017	7/31/2017
35. OTHER					
Advances to Shareholders (Charles Blake Stringer)	\$ 3,869,671.00	\$ 5,529,040.71	\$ 5,964,040.71	\$ 6,354,941.51	\$ 6,354,941.51
Unused NOL Carryover	\$ 261,248.00	\$ 261,248.00	\$ 261,248.00	\$ 261,248.00	\$ 261,248.00
IOLTA trust account of Debtor's bankruptcy counsel, Forshey & Prostok, LLP.		\$ 175,000.00	\$ -	\$ -	\$ -
Total	\$ 4,130,919.00	\$ 5,965,288.71	\$ 6,225,288.71	\$ 6,616,189.51	\$ 6,616,189.51

Monthly Operating Report
CASH BASIS-4

CASE NAME:	Stringer Farms, Inc.
CASE NUMBER:	16-44821-rfn11

MONTH: July

LIABILITIES OF THE ESTATE		
PREPETITION LIABILITIES	SCHEDULE AMOUNT	PAYMENTS
1. SECURED*	\$ 16,716,750.64	\$ -
2. PRIORITY		
3. UNSECURED	\$ 1,091,687.00	
4. OTHER (ATTACH LIST)		
5. TOTAL PREPETITION LIABILITIES	\$ 17,808,437.64	\$ -

POSTPETITION LIABILITIES	DATE INCURRED	AMOUNT OWED	DUE DATE	AMOUNT PAST DUE
1. FEDERAL INCOME TAXES				
2. FICA/MEDICARE				
3. STATE TAXES				
4. REAL ESTATE TAXES				
5. OTHER TAXES (ATTACH LIST)				
6. TOTAL TAXES		\$ -		\$ -
OTHER POSTPETITION LIABILITIES INCLUDING TRADE CREDITORS (LIST NAMES OF CREDITORS)				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
29. (IF ADDITIONAL ATTACH LIST)				
30. TOTAL OF LINES 7 - 29		\$ -		\$ -
31. TOTAL POSTPETITION LIABILITIES		\$ -		\$ -

Monthly Operating Report
CASH BASIS-4A

CASE NAME:	Stringer Farms, Inc.
CASE NUMBER:	16-44821-rfn11

MONTH: July

ACCOUNTS RECEIVABLE AGING	SCHEDULE AMOUNT	4/30/2017	5/31/2017	6/30/2017	7/31/2017
1. 0 - 30					
2. 31 - 60	\$ 115,482.00				
3. 61 - 90					
4. 91 +		\$ -	\$ -	\$ -	\$ -
5. TOTAL ACCOUNTS RECEIVABLE	\$ 115,482.00	\$ -	\$ -	\$ -	\$ -
6. AMOUNT CONSIDERED UNCOLLECTIBLE					
7. ACCOUNTS RECEIVABLE (NET)	\$ 115,482.00	\$ -	\$ -	\$ -	\$ -

AGING OF POSTPETITION TAXES AND PAYABLES	0 - 30 DAYS	90+ DAYS	Total
TAXES PAYABLE			
1. FEDERAL			\$ -
2. STATE			\$ -
3. LOCAL			\$ -
4. OTHER (ATTACH LIST)			\$ -
5. TOTAL TAXES PAYABLE	\$ -	\$ -	\$ -
6. ACCOUNTS PAYABLE			\$ -

STATUS OF POSTPETITION TAXES	BEGINNING TAX LIABILITY	AMOUNT PAID	ENDING TAX LIABILITY
FEDERAL			
1. WITHHOLDING			\$ -
2. FICA-EMPLOYEE			\$ -
3. FICA-EMPLOYER			\$ -
4. UNEMPLOYMENT			\$ -
5. INCOME			\$ -
6. OTHER (ATTACH LIST)			\$ -
7. TOTAL FEDERAL TAXES	\$ -	\$ -	\$ -
STATE AND LOCAL			\$ -
8. WITHHOLDING			\$ -
9. SALES			\$ -
10. EXCISE			\$ -
11. UNEMPLOYMENT			\$ -
12. REAL PROPERTY			\$ -
13. PERSONAL PROPERTY			\$ -
14. OTHER (ATTACH LIST)			\$ -
15. TOTAL STATE & LOCAL	\$ -	\$ -	\$ -
16. TOTAL TAXES	\$ -	\$ -	\$ -

Monthly Operating Report
CASH BASIS-5

CASE NAME:	Stringer Farms, Inc.
CASE NUMBER:	16-44821-rfn11

MONTH: July

PAYMENTS TO INSIDERS AND PROFESSIONALS

INSIDERS			
NAME	TYPE OF PAYMENT	AMOUNT PAID	TTL PD TO DATE
1.			
2.			
3.			
4.			
5.			
TOTAL PAYMENTS TO INSIDERS		\$ -	\$ -

PROFESSIONALS					
NAME	DATE OF COURT ORDER AUTHORIZING PAYMENT	AMOUNT APPROVED	AMOUNT PAID	TTL PAID TO DATE	TOTAL INCURRED & UNPAID
1. Forshey & Prostok LLP*	3/16/17 & 5/25/17	\$ 326,990.05		\$ 175,000.00	Unknown
2. Chiron Financial, LLC	February 10, 2017	\$ 325,191.89		\$ 325,191.89	Unknown
3. Brosier & Buchanan Partners	3/16/17 & 5/25/17	\$ 200.00	\$ 200.00	\$ 200.00	Unknown
TOTAL PAYMENTS TO PROFESSIONALS		\$ 652,381.94	\$ 200.00	\$ 500,391.89	\$ -

POSTPETITION STATUS OF SECURED NOTES, LEASES PAYABLE AND ADEQUATE PROTECTION PAYMENTS

NAME OF CREDITOR	SCHEDULED MONTHLY PAYMENTS DUE	AMOUNTS PAID DURING MONTH	TOTAL UNPAID POST-PETITION
1. ** Zions First National Bank (1834)	\$ 62,376.00		\$ 62,376.00
2. *** Zions First National Bank (8001)	\$ 297,293.38		\$ 297,293.38
3. TOTAL	\$ 359,669.38	\$ -	\$ 359,669.38

** Semi-Annual variable interest only payments through July 1, 2020

*** Semi-Annual scheduled payments

Monthly Operating Report
CASH BASIS-6

2017

CASE NAME:	Stringer Farms, Inc.
CASE NUMBER:	16-44821-rfn11

MONTH: July

QUESTIONNAIRE

	YES	NO
1. HAVE ANY ASSETS BEEN SOLD OR TRANSFERRED OUTSIDE THE NORMAL COURSE OF BUSINESS THIS REPORTING PERIOD?		X
2. HAVE ANY FUNDS BEEN DISBURSED FROM ANY ACCOUNT OTHER THAN A DEBTOR IN POSSESSION ACCOUNT?	X	
3. ARE ANY POSTPETITION RECEIVABLES (ACCOUNTS, NOTES OR LOANS) DUE FROM RELATED PARTIES?		X
4. HAVE ANY PAYMENTS BEEN MADE ON PREPETITION LIABILITIES THIS REPORTING PERIOD?		X
5. HAVE ANY POSTPETITION LOANS BEEN RECEIVED BY THE DEBTOR FROM ANY PARTY?		X
6. ARE ANY POSTPETITION PAYROLL TAXES PAST DUE?		X
7. ARE ANY POSTPETITION STATE OR FEDERAL INCOME TAXES PAST DUE?		X
8. ARE ANY POSTPETITION REAL ESTATE TAXES PAST DUE?		X
9. ARE ANY OTHER POSTPETITION TAXES PAST DUE?		X
10. ARE ANY AMOUNTS OWED TO POSTPETITION CREDITORS DELINQUENT?		X
11. HAVE ANY PREPETITION TAXES BEEN PAID DURING THE REPORTING PERIOD?		X
12. ARE ANY WAGE PAYMENTS PAST DUE?		X

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "YES", PROVIDE A DETAILED EXPLANATION OF EACH ITEM. ATTACH ADDITIONAL SHEETS IF NECESSARY.

(2) Happy State Bank (Oper Acct) is not an approved bank for DIP accounts and declined to meet the US Trustees requirements to qualify. Debtor has transferred cash balance and operating activity to approved bank as of 03/01/17. Only amounts disbursed from Happy State Bank account in July were for Bank Fees.

INSURANCE

	YES	NO
1. ARE WORKER'S COMPENSATION, GENERAL LIABILITY AND OTHER NECESSARY INSURANCE COVERAGES IN EFFECT? (<i>Worker's Compensation exempt for Agriculture in Texas</i>)	X	
2. ARE ALL PREMIUM PAYMENTS PAID CURRENT?	X	
3. PLEASE ITEMIZE POLICIES BELOW (See "Installment Payments")	X	

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "NO" OR IF ANY POLICIES HAVE BEEN CANCELED OR NOT RENEWED DURING THIS REPORTING PERIOD, PROVIDE AN EXPLANATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

INSTALLMENT PAYMENTS

TYPE OF POLICY	CARRIER	PERIOD COVERED	PAYMENT AMOUNT & FREQUENCY
Inland Marine - Pivots	Chubb	06/02/18	Paid through end of period
Inland Marine - Equipment	Liberty Mutual	06/02/18	Paid through end of period
Farm Liability	Liberty Mutual	06/02/18	Paid through end of period

Monthly Operating Report
CASH BASIS

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11
JUDGE:	Russell F. Nelms

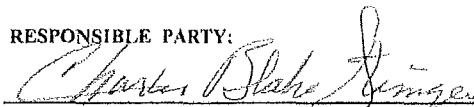
UNITED STATES BANKRUPTCY COURT
NORTHERN & EASTERN DISTRICTS OF TEXAS
REGION 6

MONTHLY OPERATING REPORT

MONTH ENDING: July 2017
MONTH YEAR

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING MONTHLY OPERATING REPORT (CASH BASIS-1 THROUGH CASH BASIS-6) AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT, AND COMPLETE. DECLARATION OF THE PREPARER (OTHER THAN RESPONSIBLE PARTY) IS BASED ON ALL INFORMATION OF WHICH PREPARER HAS ANY KNOWLEDGE.

RESPONSIBLE PARTY:



ORIGINAL SIGNATURE OF RESPONSIBLE PARTY

Charles Blake Stringer

PRINTED NAME OF RESPONSIBLE PARTY


TITLEAug 28 2017
DATE

PREPARER:


ORIGINAL SIGNATURE OF PREPARERTodd A. Hass (Agent of Chiron Financial, LLC) - Advisor
PRINTED NAME OF PREPARERAdvisor
TITLE8/27/17
DATE

Monthly Operating Report

CASH BASIS-1

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11

CASH RECEIPTS AND DISBURSEMENTS	4/30/2017	5/31/2017	6/30/2017	7/31/2017
1. CASH - BEGINNING OF MONTH	\$ 860,133.88	\$ 368,328.56	\$ 223,565.74	\$ 266,159.36
RECEIPTS				
2. CASH SALES				\$ 241,788.92
3. ACCOUNTS RECEIVABLE COLLECTIONS				
4. LOANS AND ADVANCES *	\$ -	\$ 435,000.00	\$ 390,900.80	\$ -
5. SALE OF ASSETS				
6. LEASE & RENTAL INCOME				
7. WAGES				
8. OTHER (ATTACH LIST)	\$ 231,366.64	\$ -	\$ 7,735.16	\$ 14,290.00
9. TOTAL RECEIPTS	\$ 231,366.64	\$ 435,000.00	\$ 398,635.96	\$ 256,078.92
DISBURSEMENTS				
10. NET PAYROLL	\$ 6,555.92	\$ 6,555.92	\$ 8,194.90	\$ 6,555.92
11. PAYROLL TAXES PAID	\$ 2,131.42	\$ 2,131.42	\$ 2,664.26	\$ 2,131.41
12. SALES, USE & OTHER TAXES PAID				
13. INVENTORY PURCHASES				
14. MORTGAGE PAYMENTS	\$ 4,042.41	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00
15. OTHER SECURED NOTE PAYMENTS **	\$ 232,405.30	\$ 29,611.41	\$ 15,461.91	\$ 12,874.41
16. RENTAL & LEASE PAYMENTS				
17. UTILITIES	\$ 929.13	\$ 1,423.33	\$ 966.87	\$ 2,195.48
18. INSURANCE	\$ 8,379.54	\$ 24,500.63	\$ 7,645.94	\$ 6,617.05
19. VEHICLE EXPENSES	\$ 3,286.43	\$ 379.78	\$ (219.28)	\$ 400.34
20. TRAVEL	\$ 1,491.06		\$ 4,764.68	\$ 2,773.65
21. ENTERTAINMENT	\$ 448.95	\$ 843.88	\$ 638.98	\$ 376.84
22. REPAIRS & MAINTENANCE	\$ 26,870.31	\$ 66,889.94	\$ 53,417.64	\$ 33,187.84
23. SUPPLIES	\$ 278.62			
24. ADVERTISING				
25. HOUSEHOLD EXPENSES	\$ 3,536.07	\$ 2,505.92	\$ 5,226.91	\$ 2,804.31
26. CHARITABLE CONTRIBUTIONS				
27. GIFTS				
28. OTHER (ATTACH LIST)	\$ 376,732.32	\$ 375,498.67	\$ 246,876.88	\$ 266,206.64
29. TOTAL ORDINARY DISBURSEMENTS	\$ 667,087.48	\$ 513,230.90	\$ 348,529.69	\$ 339,013.89
REORGANIZATION EXPENSES				
30. PROFESSIONAL FEES	\$ 51,209.48	\$ 64,906.92	\$ 7,512.65	\$ 47,325.95
31. U.S. TRUSTEE FEES	\$ 4,875.00	\$ 1,625.00		\$ 9,750.00
32. OTHER (ATTACH LIST)				
33. TOTAL REORGANIZATION EXPENSES	\$ 56,084.48	\$ 66,531.92	\$ 7,512.65	\$ 57,075.95
34. TOTAL DISBURSEMENTS	\$ 723,171.96	\$ 579,762.82	\$ 356,042.34	\$ 396,089.84
35. NET CASH FLOW	\$ (491,805.32)	\$ (144,762.82)	\$ 42,593.62	\$ (140,010.92)
36. CASH - END OF MONTH	\$ 368,328.56	\$ 223,565.74	\$ 266,159.36	\$ 126,148.44

* Loan/Advance from (to) Stringer Farms, Inc. - a jointly administered estate

** 7/31/17 amount includes (1) adequate protection payments to Wells Fargo Financial Leasing (2) payment on personal vehicle note and (3) adequate protection payment to Caterpillar Financial Services Corp.

Monthly Operating Report
CASH BASIS-1A

2017

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11

CASH DISBURSEMENTS DETAIL

MONTH:

July

CASH DISBURSEMENTS (Bank Account direct debits - no check issued)

DATE	PAYEE	PURPOSE	AMOUNT
7/3/2017	WELLS FARGO	Other - General & Admin.	(14.00)
7/3/2017	STANDARD LIFE	Insurance	328.69
7/3/2017	AMARILLO NATIONAL BANK	Mortgage Payments	2,890.00
7/3/2017	EXPERT PAY (ACS)	Other Secured Note Payments	1,001.50
7/3/2017	ATMOS ENERGY	Utilities	214.03
7/5/2017	GRAND HOTEL SALEM	Travel	862.64
7/5/2017	ENTERPRISE RENT A CAR	Travel	673.07
7/5/2017	UBER	Travel	35.80
7/5/2017	UBER	Travel	21.61
7/5/2017	UBER	Travel	5.00
7/5/2017	DISH NETWORK	Household Expenses	252.68
7/6/2017	YOUNGBLOOD'S STOCKYARD	Entertainment	27.00
7/6/2017	AMAZON MKTPLACE	Other - General & Admin.	59.60
7/6/2017	AMAZON MKTPLACE	Other - General & Admin.	64.39
7/6/2017	HOLIDAY INN	Travel	167.43
7/6/2017	UBER	Travel	39.25
7/6/2017	INTUIT	Net Payroll	3.73
7/6/2017	INTUIT	Net Payroll	1,000.25
7/6/2017	INTUIT	Net Payroll	635.00
7/7/2017	OSAKI STEAK & SUSHI	Entertainment	25.00
7/7/2017	AMAZON MKTPLACE	Other - General & Admin.	48.06
7/7/2017	AMAZON MKTPLACE	Other - General & Admin.	144.00
7/7/2017	IRS	Payroll - Taxes	532.84
7/10/2017	AMAZON.COM	Household Expenses	71.50
7/10/2017	AMAZON.COM	Household Expenses	35.75
7/10/2017	USPS	Household Expenses	26.32
7/10/2017	AMAZON MKTPLACE	Other - General & Admin.	24.86
7/10/2017	AMAZON.COM	Other - General & Admin.	125.33
7/10/2017	AMAZON.COM	Other - General & Admin.	37.15
7/10/2017	LOWE'S	Other - General & Admin.	219.37
7/10/2017	AMAZON.COM	Other - General & Admin.	52.23
7/10/2017	ADOBE ACROBAT PRO	Other - General & Admin.	27.05
7/10/2017	WAL-MART	Vehicle Expense	70.00
7/10/2017	XCEL ENERGY	Utilities	448.79
7/11/2017	AMAZON MKTPLACE	Household Expenses	112.75
7/11/2017	AMAZON MKTPLACE	Other - General & Admin.	30.99
7/11/2017	AMAZON MKTPLACE	Other - General & Admin.	17.28
7/11/2017	WELLS FARGO BANK	Other - General & Admin.	65.40
7/12/2017	FROST BANK	Other - General & Admin.	25.00
7/12/2017	ADM FERTILIZER	Fertilizer - Corn	37,500.00
7/13/2017	INTUIT	Net Payroll	3.73
7/13/2017	INTUIT	Net Payroll	1,000.25
7/13/2017	INTUIT	Net Payroll	635.00
7/14/2017	NETFLIX	Entertainment	8.65
7/14/2017	IRS	Payroll - Taxes	532.87
7/17/2017	PREMIER REGENERATIVE SYSTEMS	Health & Medical	3,250.00
7/17/2017	AMAZON MKTPLACE	Household Expenses	118.00

Monthly Operating Report
CASH BASIS-1A

2017

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11

CASH DISBURSEMENTS DETAIL**MONTH:**

July

7/17/2017	AMERICAN AIRLINES	Household Expenses	25.00
7/17/2017	AMERICAN AIRLINES	Household Expenses	25.00
7/17/2017	AMERICAN AIRLINES	Household Expenses	25.00
7/17/2017	AMERICAN AIRLINES	Household Expenses	708.61
7/17/2017	AMERICAN AIRLINES	Household Expenses	424.40
7/17/2017	AMERICAN AIRLINES	Household Expenses	424.40
7/17/2017	LAKE TANGLEWOOD	Household Expenses	34.10
7/17/2017	CALLTURE	Utilities	2.43
7/17/2017	LAKE TANGLEWOOD	Vehicle Expense	75.08
7/17/2017	STARKEY'S TRASH	Household Expenses	20.00
7/18/2017	AMAZON.COM	Other - General & Admin.	83.66
7/18/2017	AMAZON MKTPLACE	Other - General & Admin.	10.99
7/18/2017	AMERICAN AIRLINES	Travel	746.61
7/18/2017	AMERICAN AIRLINES	Travel	118.00
7/18/2017	AMERICAN AIRLINES	Travel	38.00
7/18/2017	WELLS FARGO BANK	Other - General & Admin.	(65.40)
7/18/2017	SUDDENLINK	Household Expenses	81.62
7/19/2017	AMAZON MKTPLACE	Other - General & Admin.	9.23
7/19/2017	AMAZON MKTPLACE	Other - General & Admin.	122.11
7/19/2017	AMERICAN AIRLINES	Travel	38.00
7/19/2017	AMERICAN AIRLINES	Travel	51.16
7/19/2017	UBER	Travel	29.84
7/19/2017	UBER	Travel	6.25
7/19/2017	UBER	Travel	4.00
7/19/2017	AMERICAN AIRLINES	Travel	(708.61)
7/20/2017	TOOT N TOTUM	Vehicle Expense	59.98
7/20/2017	INTUIT	Net Payroll	3.73
7/20/2017	INTUIT	Net Payroll	1,000.25
7/20/2017	INTUIT	Net Payroll	635.00
7/21/2017	COMFORTS SUITES	Travel	536.81
7/21/2017	CLARENCE'S TRUCK STOP	Vehicle Expense	66.13
7/21/2017	JACK'S CARWASH	Vehicle Expense	13.00
7/21/2017	IRS	Payroll - Taxes	532.84
7/24/2017	EAST COAST PIZZA	Entertainment	40.42
7/24/2017	EL RANCHO RESTAURANT	Entertainment	40.00
7/24/2017	PREMIER REGENERATIVE SYSTEMS	Health & Medical	3,250.00
7/24/2017	NIKE	Household Expenses	184.84
7/24/2017	CRITTER CAMP	Household Expenses	172.00
7/24/2017	CENEX-STRATTON EQUITY	Travel	86.74
7/24/2017	ONSTAR	Utilities	18.51
7/25/2017	FROST BANK	Other - General & Admin.	(3.02)
7/26/2017	THAI SIAM	Entertainment	20.00
7/26/2017	LA VILLITA RESTAURANT	Entertainment	29.00
7/26/2017	PAK A SAK	Vehicle Expense	76.79
7/26/2017	UNITED EXPRESS	Vehicle Expense	39.36
7/27/2017	CALICO COUNTY REST	Entertainment	30.00
7/27/2017	PAK A SAK	Household Expenses	3.19
7/27/2017	DOLLAR GENERAL	Household Expenses	6.15
7/27/2017	AMAZON MKTPLACE	Other - General & Admin.	9.43
7/27/2017	AMAZON.COM	Other - General & Admin.	108.83

Monthly Operating Report
CASH BASIS-1A

2017

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11

CASH DISBURSEMENTS DETAIL**MONTH:**

July

7/28/2017	MCALISTERS	Entertainment	43.00
7/28/2017	K-BOB'S STEAKHOUSE	Entertainment	49.00
7/28/2017	SPORTS CLIPS	Household Expenses	53.00
7/28/2017	ENTERPRISE RENT A CAR	Travel	10.00
7/28/2017	IRS	Payroll - Taxes	532.86
7/31/2017	STARBUCKS	Entertainment	3.73
7/31/2017	STARBUCKS	Entertainment	11.04
7/31/2017	FELDMAN'S WRONG WAY DINER	Entertainment	50.00
7/31/2017	BATTERY JOE	Other - General & Admin.	64.94
7/31/2017	AMAZON MKTPLACE	Other - General & Admin.	34.29
7/31/2017	AMAZON MKTPLACE	Other - General & Admin.	15.09
7/31/2017	AMAZON MKTPLACE	Other - General & Admin.	5.44
7/31/2017	HAPPY STATE BANK	Other - General & Admin.	13.65
7/31/2017	WELLS FARGO	Other - General & Admin.	14.00
TOTAL CASH DISBURSEMENTS			\$ 63,645.34

BANK ACCOUNT DISBURSEMENTS

CK#	DATE	PAYEE	PURPOSE	AMOUNT
5445	7/11/2017	NTTA	Travel	12.05
5446	7/14/2017	LSIOT, INC.	Homeowner Association Dues	638.73
5447	7/14/2017	LADY BUG SERVICES, INC.	Utilities	70.36
5448	7/20/2017	VIVINT	Utilities	53.36
5449	7/24/2017	LADY BUG SERVICES, INC.	Utilities	59.54
5913	7/3/2017	JIM'S SHAMROCK	Field Work Tillage - Seed	3,865.60
5914	7/7/2017	PAUL HERNANDEZ	Contract Labor	540.00
5915	7/7/2017	PAUL HERNANDEZ 4TH	Contract Labor	450.00
5916	7/7/2017	FRANCISCO RAMIREZ	Contract Labor	1,032.00
5917	7/7/2017	THOMAS HERNANDEZ	Contract Labor	720.00
5918	7/7/2017	ROQUE HERNANDEZ	Contract Labor	1,224.00
5919	7/7/2017	ARMANDO FALCON	Contract Labor	996.00
5920	7/7/2017	JUAN PEREZ	Contract Labor	1,200.00
5921	7/7/2017	KALEE REEDER	Contract Labor	242.40
5922	7/7/2017	ADAN CARREON ADAME	Contract Labor	756.00
5923	7/5/2017	GREEN COUNRTY	Repairs & Maintenance	1,685.05
5924	7/5/2017	MOORE COUNTY TAX ASSESSOR-COL	Other - General & Admin.	132.50
5925	7/6/2017	CITY OF DUMAS	Utilities	317.70
5925	7/6/2017	CITY OF DUMAS	Utilities	31.20
5926	7/6/2017	WILMAR CONSTRUCTION	Repairs and Maintenance - Corn	3,547.76
5927	7/6/2017	FRONTIER FUEL CO.	Field Work Tillage - Seed	12,632.02
5928	7/6/2017	AG H2O SOLUTIONS, LLC	Repairs and Maintenance - Corn	4,970.97
5929	7/6/2017	KERRI GIGLIO	Utilities	214.34
5930	7/6/2017	ALLY	Other Secured Note Payments	1,038.66
5931	7/6/2017	GREEN COUNRTY	Repairs & Maintenance	1,995.02
5932	7/7/2017	DOS EX CATTLE CO, LLC	Repairs & Maintenance	5,150.00
5933	7/10/2017	MOORE AUTO PARTS (CARQUEST)	Repairs & Maintenance	2,033.51
5934	7/10/2017	PANHANDLE IMPLEMENT	Repairs & Maintenance	1,000.00
5935	7/11/2017	CHANNEL	Seed Purchases - Corn	2,752.00

Monthly Operating Report
CASH BASIS-1A

2017

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11

CASH DISBURSEMENTS DETAIL**MONTH:****July**

5936	7/11/2017	PATTON CUSTOM FERTILIZER	Chemicals - Corn	28,007.86
5937	7/11/2017	REPUBLIC	Utilities	370.26
5938	7/11/2017	BARRY CROWE SALES AND SERVICE, L.C.	Repairs and Maintenance - Corn	954.75
5939	7/11/2017	NEW YORK LIFE INS. & ANNUITY CORP.	Insurance	1,573.00
5939	7/11/2017	NEW YORK LIFE INS. & ANNUITY CORP.	Insurance	36.75
5940	7/12/2017	HEISER TIRE SERVICE	Repairs & Maintenance	300.00
5941	7/12/2017	COFFEY TIRE & BRAKES, INC.	Other - General & Admin.	657.34
5941	7/12/2017	COFFEY TIRE & BRAKES, INC.	Repairs & Maintenance	570.18
5941	7/12/2017	COFFEY TIRE & BRAKES, INC.	Repairs and Maintenance - Corn	478.95
5942	7/14/2017	PAUL HERNANDEZ	Contract Labor	360.00
5943	7/14/2017	FRANCISCO RAMIREZ	Contract Labor	1,176.00
5943	7/14/2017	FRANCISCO RAMIREZ	Utilities	(71.45)
5944	7/14/2017	THOMAS HERNANDEZ	Contract Labor	960.00
5945	7/14/2017	ROQUE HERNANDEZ	Contract Labor	1,248.00
5946	7/14/2017	ARMANDO FALCON	Contract Labor	144.00
5947	7/14/2017	JUAN PEREZ	Contract Labor	1,176.00
5947	7/14/2017	JUAN PEREZ	Other - General & Admin.	7.00
5948	7/14/2017	KALEE REEDER	Contract Labor	325.44
5949	7/14/2017	ADAN CARREON ADAME	Contract Labor	840.00
5950	7/12/2017	SS CONSULTING	Fertilizer - Corn	8,273.34
5950	7/12/2017	SS CONSULTING	Fertilizer - Hybrid Seeds	1,133.34
5952	7/13/2017	LOVELL, LOVELL, ISERN & FARABOUGH, LLP	Professional Fees	4,610.83
5953	7/13/2017	BROSIER & BUCHANAN PARTNERS	Professional Fees	4,182.95
5954	7/13/2017	DOS EX CATTLE CO, LLC	Repairs & Maintenance	5,000.00
5954	7/13/2017	DOS EX CATTLE CO, LLC	Repairs & Maintenance	2,544.22
5955	7/14/2017	GREEN COUNRTY	Repairs & Maintenance	115.63
5956	7/26/2017	U.S. TRUSTEE PAYMENT CENTER	US Trustee Fees	9,750.00
5957	7/17/2017	XCEL ENERGY	Utilities	65.97
5958	7/19/2017	NEW YORK LIFE INS. CO.	Insurance	2,218.50
5958	7/19/2017	NEW YORK LIFE INS. CO.	Insurance	543.00
5959	7/13/2017	RITA BLANCA	Irrigation - Corn	174.21
5959	7/13/2017	RITA BLANCA	Irrigation - Corn	59.44
5959	7/13/2017	RITA BLANCA	Irrigation - Corn	271.55
5959	7/13/2017	RITA BLANCA	Irrigation - Corn	17.00
5959	7/13/2017	RITA BLANCA	Irrigation - Corn	79.48
5959	7/13/2017	RITA BLANCA	Irrigation - Corn	26.27
5959	7/13/2017	RITA BLANCA	Irrigation - Corn	421.32
5959	7/13/2017	RITA BLANCA	Irrigation - Corn	10.00
5959	7/13/2017	RITA BLANCA	Irrigation - Corn	785.64
5959	7/13/2017	RITA BLANCA	Irrigation - Corn	2,423.87
5959	7/13/2017	RITA BLANCA	Irrigation - Seed	36.00
5959	7/13/2017	RITA BLANCA	Utilities	49.41
5959	7/13/2017	RITA BLANCA	Utilities	110.44
5959	7/13/2017	RITA BLANCA	Utilities	10.09
5960	7/26/2017	Wells Fargo Financial Leasing, Inc.	Other Secured Note Payments	11,562.00
5961	7/26/2017	CATERPILLAR FINANCIAL SERVICES CORP.	Other Secured Note Payments	273.75
5962	7/21/2017	PAUL HERNANDEZ	Contract Labor	300.00
5963	7/21/2017	PAUL HERNANDEZ 4TH	Contract Labor	250.00
5964	7/21/2017	FRANCISCO RAMIREZ	Contract Labor	1,176.00
5964	7/21/2017	FRANCISCO RAMIREZ	Other - General & Admin.	(71.45)

Monthly Operating Report
CASH BASIS-2

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11

BANK RECONCILIATIONS	Acct #1	Acct #2	Acct #3	Acct #4	
A. BANK:	Happy State Bank	Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A.	Frost Bank	
B. ACCOUNT NUMBER:	4823	2441	7729	5245	TOTAL
C. PURPOSE (TYPE):	Oper Acct	CBS Farms	Blake Stringer	DIP Acct	
1. BALANCE PER BANK STATEMENT	\$ 6,189.58	\$ -	\$ (14.00)	\$ 254,517.84	\$ 260,693.42
2. ADD: TOTAL DEPOSITS NOT CREDITED					\$ -
3. SUBTRACT: OUTSTANDING CHECKS	\$ 2.02			\$ 134,556.96	\$ 134,558.98
4. OTHER RECONCILING ITEMS			\$ 14.00		\$ 14.00
5. MONTH END BALANCE PER BOOKS	\$ 6,187.56	\$ -	\$ -	\$ 119,960.88	\$ 126,148.44
6. NUMBER OF LAST CHECK WRITTEN	5449			5912	

INVESTMENT ACCOUNTS	DATE OF PURCHASE	TYPE OF INSTRUMENT	PURCHASE PRICE	PURCHASE PRICE	CURRENT VALUE
BANK, ACCOUNT NAME & NUMBER					
7.					
8.					
9.					
10.					
11. TOTAL INVESTMENTS			\$ -	\$ -	\$ -

CASH	
12. CURRENCY ON HAND	\$ -
13. TOTAL CASH - END OF MONTH	\$ 126,148.44

Monthly Operating Report
CASH BASIS-3

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11

ASSETS OF THE ESTATE

SCHEDULE "A" REAL PROPERTY	SCHEDULE AMOUNT	4/30/2017	5/31/2017	6/30/2017	7/31/2017
1. See Page 3 Attachment	\$ 13,403,718.00	\$ 13,403,718.00	\$ 13,403,718.00	\$ 13,403,718.00	\$ 13,403,718.00
2.					
3.					
4. OTHER (ATTACH LIST)					
5. TOTAL REAL PROPERTY ASSETS	\$ 13,403,718.00	\$ 13,403,718.00	\$ 13,403,718.00	\$ 13,403,718.00	\$ 13,403,718.00
SCHEDULE "B" PERSONAL PROPERTY					
1. CASH ON HAND					
2. CHECKING, SAVINGS, ETC.	\$ 16,356.70	\$ 368,328.56	\$ 223,565.74	\$ 266,159.36	\$ 126,148.44
3. SECURITY DEPOSITS	\$ 6,416.00	\$ 6,416.00	\$ 6,416.00	\$ 6,416.00	\$ 6,416.00
4. HOUSEHOLD GOODS	\$ 19,100.00	\$ 19,100.00	\$ 19,100.00	\$ 19,100.00	\$ 19,100.00
5. BOOKS, PICTURES, ART	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
6. WEARING APPAREL	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
7. FURS AND JEWELRY	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
8. FIREARMS & SPORTS EQUIPMENT	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
9. INSURANCE POLICIES	\$ 43,602.81	\$ 27,523.55	\$ 39,373.10	\$ 38,023.64	\$ 36,674.18
10. ANNUITIES					
11. EDUCATION					
12. RETIREMENT & PROFIT SHARING					
13. STOCKS	\$ 1,716.19	\$ 1,716.19	\$ 1,716.19	\$ 1,716.19	\$ 1,716.19
14. PARTNERSHIPS & JOINT VENTURES					
15. GOVERNMENT & CORPORATE BONDS					
16. ACCOUNTS RECEIVABLE					
17. ALIMONY					
18. OTHER LIQUIDATED DEBTS					
19. EQUITABLE INTERESTS					
20. CONTINGENT INTERESTS					
21. OTHER CLAIMS	\$ 41,563.01	\$ -	\$ -	\$ -	\$ -
22. PATENTS & COPYRIGHTS					
23. LICENSES & FRANCHISES					
24. CUSTOMER LISTS					
25. AUTOS, TRUCKS & OTHER VEHICLES	\$ 176,372.00	\$ 176,372.00	\$ 176,372.00	\$ 176,372.00	\$ 176,372.00
26. BOATS & MOTORS	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
27. AIRCRAFT					
28. OFFICE EQUIPMENT					
29. MACHINERY, FIXTURES & EQUIPMENT					
30. INVENTORY					
31. ANIMALS	\$ 300,100.00	\$ 807,055.18	\$ 799,975.73	\$ 798,915.13	\$ 693,190.46
32. CROPS **	\$ 431,287.21	\$ 249,412.28	\$ 421,617.76	\$ 751,843.52	\$ 805,470.07
33. FARMING EQUIPMENT	\$ 1,519,138.00	\$ 1,489,973.00	\$ 1,489,973.00	\$ 1,489,973.00	\$ 1,519,138.00
34. FARM SUPPLIES	\$ 35,000.00	\$ 104,005.39	\$ 263,221.40	\$ 150,003.29	\$ 169,419.98
35. OTHER	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -
36. TOTAL PERSONAL PROPERTY ASSETS	\$ 2,672,351.92	\$ 3,376,602.15	\$ 3,523,030.92	\$ 3,780,222.13	\$ 3,635,345.31
37. TOTAL ASSETS	\$ 16,076,069.92	\$ 16,780,320.15	\$ 16,926,748.92	\$ 17,183,940.13	\$ 17,039,063.31

Monthly Operating Report
CASH BASIS-3 (Attachment)

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11

SCHEDULE "A" REAL PROPERTY	SCHEDULE AMOUNT	4/30/2017	5/31/2017	6/30/2017	7/31/2017
1.					
LAKE TANGLEWOOD LOT 006 BLOCK 0015	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00	\$ 850,000.00
LAKE TANGLEWOOD LOT 001 BLOCK 0028	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
LAKE TANGLEWOOD LOT 002 BLOCK 0028	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
SEC 198, BLK 44, H&TC, 2.773 ACS/IMPS, ABST 656	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00
SEC 311, BLK 44, H&TC, 50.323 ACS/IMPS, ABST 33	\$ 187,500.00	\$ 187,500.00	\$ 187,500.00	\$ 187,500.00	\$ 187,500.00
SEC 218, BLK 44, H&TC, 640 ACS ABST #1015,1253,1272	\$ 409,714.00	\$ 409,714.00	\$ 409,714.00	\$ 409,714.00	\$ 409,714.00
SEC 219, BLK 44, H&TC, 160 ACS, NW/4, ABST #182	\$ 102,429.00	\$ 102,429.00	\$ 102,429.00	\$ 102,429.00	\$ 102,429.00
SEC 203, BLK 44, H&TC, 320 ACS, N/2, ABST #177	\$ 204,857.00	\$ 204,857.00	\$ 204,857.00	\$ 204,857.00	\$ 204,857.00
SEC198, BLK 44, H&TC, 609.407 ACS, ABST #656	\$ 2,227,197.00	\$ 2,227,197.00	\$ 2,227,197.00	\$ 2,227,197.00	\$ 2,227,197.00
SEC 176, BLK 44, H&TC, 318.19 ACS/IMPS, E/2, ABST #839	\$ 1,360,219.00	\$ 1,360,219.00	\$ 1,360,219.00	\$ 1,360,219.00	\$ 1,360,219.00
SEC 34, BLK 44, H&TC, 649.2 ACS, ABST 936	\$ 2,449,976.00	\$ 2,449,976.00	\$ 2,449,976.00	\$ 2,449,976.00	\$ 2,449,976.00
SEC 216, BLK 44, H&TC, 640 ACS/IMPS, ABST #1017	\$ 2,735,913.00	\$ 2,735,913.00	\$ 2,735,913.00	\$ 2,735,913.00	\$ 2,735,913.00
SEC 205, BLK 44, H&TC, 640 ACS, ABST #178	\$ 2,735,913.00	\$ 2,735,913.00	\$ 2,735,913.00	\$ 2,735,913.00	\$ 2,735,913.00
Schaub Julian 1 - Section 14, Block P, H&GN Survey TX	unknown	unknown	unknown	unknown	unknown
Southeast Quarter (SE/4) of Section 11, Township 14N, Range 26W OK	unknown	unknown	unknown	unknown	unknown
Total	\$ 13,403,718.00	\$ 13,403,718.00	\$ 13,403,718.00	\$ 13,403,718.00	\$ 13,403,718.00

Monthly Operating Report
CASH BASIS-4

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11

MONTH: July

LIABILITIES OF THE ESTATE		
PREPETITION LIABILITIES	SCHEDULE AMOUNT	PAYMENTS
1. SECURED	\$ 18,175,998.18	\$ 15,764.41
2. PRIORITY	\$ 5,163.55	
3. UNSECURED	\$ 2,505,174.83	
4. OTHER (ATTACH LIST)		
5. TOTAL PREPETITION LIABILITIES	\$ 20,686,336.56	\$ 15,764.41

POSTPETITION LIABILITIES	DATE INCURRED	AMOUNT OWED	DUE DATE	AMOUNT PAST DUE
1. FEDERAL INCOME TAXES				
2. FICA/MEDICARE				
3. STATE TAXES				
4. REAL ESTATE TAXES				
5. OTHER TAXES (ATTACH LIST)				
6. TOTAL TAXES		\$ -		\$ -
OTHER POSTPETITION LIABILITIES INCLUDING TRADE CREDITORS (LIST NAMES OF CREDITORS)				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
27.				
28.				
29. (IF ADDITIONAL ATTACH LIST)				
30. TOTAL OF LINES 7 - 29		\$ -		\$ -
31. TOTAL POSTPETITION LIABILITIES		\$ -		\$ -

Monthly Operating Report**CASH BASIS-4A**

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11

MONTH: July

ACCOUNTS RECEIVABLE AGING	SCHEDULE AMOUNT	MONTH	MONTH	MONTH
1. 0 - 30				
2. 31 - 60				
3. 61 - 90				
4. 91 +				
5. TOTAL ACCOUNTS RECEIVABLE	\$ -	\$ -	\$ -	\$ -
6. AMOUNT CONSIDERED UNCOLLECTIBLE				
7. ACCOUNTS RECEIVABLE (NET)	\$ -	\$ -	\$ -	\$ -

AGING OF POSTPETITION TAXES AND PAYABLES	0 - 30 DAYS	31-60 DAYS	90+ DAYS	Total
TAXES PAYABLE				
1. FEDERAL				\$ -
2. STATE				\$ -
3. LOCAL				\$ -
4. OTHER (ATTACH LIST)				\$ -
5. TOTAL TAXES PAYABLE	\$ -	\$ -	\$ -	\$ -

6. ACCOUNTS PAYABLE				\$ -
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STATUS OF POSTPETITION TAXES	BEGINNING TAX LIABILITY	AMOUNT WITHHELD OR ACCRUED	AMOUNT PAID	ENDING TAX LIABILITY
FEDERAL				
1. WITHHOLDING	\$ -		\$ -	\$ -
2. FICA-EMPLOYEE	\$ -		\$ -	\$ -
3. FICA-EMPLOYER	\$ -		\$ -	\$ -
4. UNEMPLOYMENT				\$ -
5. INCOME				\$ -
6. OTHER (ATTACH LIST)				\$ -
7. TOTAL FEDERAL TAXES	\$ -	\$ -	\$ -	\$ -
STATE AND LOCAL				\$ -
8. WITHHOLDING				\$ -
9. SALES				\$ -
10. EXCISE				\$ -
11. UNEMPLOYMENT				\$ -
12. REAL PROPERTY				\$ -
13. PERSONAL PROPERTY				\$ -
14. OTHER (ATTACH LIST)				\$ -
15. TOTAL STATE & LOCAL	\$ -	\$ -	\$ -	\$ -
16. TOTAL TAXES	\$ -	\$ -	\$ -	\$ -

Monthly Operating Report
CASH BASIS-5

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11

MONTH: July

PAYMENTS TO INSIDERS AND PROFESSIONALS

INSIDERS			
NAME	TYPE OF PAYMENT	AMOUNT PAID	TTL PD TO DATE
1. Dos Ex Cattle, LLC	Maintenance of Cattle	\$ 23,712.02	\$ 184,176.02
2.			
3.			
4.			
5.			
TOTAL PAYMENTS TO INSIDERS		\$ 23,712.02	\$ 184,176.02

PROFESSIONALS					
NAME	DATE OF COURT ORDER AUTHORIZING PAYMENT	AMOUNT APPROVED	AMOUNT PAID	TTL PAID TO DATE	TOTAL INCURRED & UNPAID
1. Forshey & Prostok LLP	3/16/17 & 5/25/17	\$ 326,990.05	\$ 33,532.17	\$ 111,036.61	Unknown
2. Chiron Financial, LLC	February 10, 2017	\$ 100,841.06	\$ 5,000.00	\$ 100,841.06	Unknown
3. Young & Newsom, PC					Unknown
4. Lovell Lovell Isern & Farabough, LLP	3/16/17 & 6/15/17	\$ 12,123.48	\$ 4,610.83	\$ 12,123.48	Unknown
5. Brosier & Buchanan Partners	3/16/17 & 5/25/17	\$ 6,953.85	\$ 4,182.95	\$ 6,953.85	Unknown
TOTAL PAYMENTS TO PROFESSIONALS		\$ 446,908.44	\$ 47,325.95	\$ 230,955.00	\$ -

POSTPETITION STATUS OF SECURED NOTES, LEASES PAYABLE AND ADEQUATE PROTECTION PAYMENTS

NAME OF CREDITOR	SCHEDULED MONTHLY PAYMENTS DUE	AMOUNTS PAID DURING MONTH	TOTAL UNPAID POST-PETITION
1. Ally	\$ 1,038.66	\$ 1,038.66	
2. Amarillo National Bank	\$ 2,890.00	\$ 2,890.00	
3. Caterpillar Financial Services Corp.	\$ 1,291.95		\$ 3,875.85
4. * Wells Fargo Financial Leasing, Inc. (4000)	\$ 19,712.01		\$ 19,712.01
5. * Wells Fargo Financial Leasing, Inc. (4001)	\$ 31,858.87		\$ 31,858.87
6. * Wells Fargo Financial Leasing, Inc. (4002)	\$ 66,994.21		\$ 66,994.21
7. * Wells Fargo Financial Leasing, Inc. (4003)	\$ 80,819.26		\$ 80,819.26
8. * Wells Fargo Financial Leasing, Inc. (2000)	\$ 19,849.99		\$ 19,849.99
9. * Wells Fargo Financial Leasing, Inc. (3000)	\$ 30,633.45		\$ 30,633.45
10. * Wells Fargo Financial Leasing, Inc. (1000)	\$ 25,328.52		
11. * Wells Fargo Financial Leasing, Inc. (4004)	\$ 66,994.21		\$ 66,994.21
12. ** Wells Fargo Financial Leasing, Inc.	\$ 14,149.50	\$ 11,562.00	\$ -
13. *** Zions First National Bank (1834)	\$ 62,376.00		\$ 62,376.00
14. **** Zions First National Bank (8001)	\$ 297,293.38		\$ 297,293.38
14. ***** Caterpillar Financial Services Corp.	\$ 273.75	\$ 273.75	
16. TOTAL	\$ 721,503.76	\$ 15,764.41	\$ 680,407.23

* Annual scheduled payments

** Combined adequate protection payments required pursuant to Agreed Order [Docket No. 138]

*** Semi-Annual variable interest only payments through July 1, 2020 - interest payments due July 1 & Jan 1

**** Semi-Annual scheduled payments due Oct 1 & Apr 1

***** Adequate protection payment required pursuant to Agreed Order [Docket No. 148]

Monthly Operating Report
CASH BASIS-6

2017

CASE NAME:	Charles Blake Stringer
CASE NUMBER:	16-44871-rfn11

MONTH: July

QUESTIONNAIRE

	YES	NO
1. HAVE ANY ASSETS BEEN SOLD OR TRANSFERRED OUTSIDE THE NORMAL COURSE OF BUSINESS THIS REPORTING PERIOD?		X
2. HAVE ANY FUNDS BEEN DISBURSED FROM ANY ACCOUNT OTHER THAN A DEBTOR IN POSSESSION ACCOUNT?	X	
3. ARE ANY POSTPETITION RECEIVABLES (ACCOUNTS, NOTES OR LOANS) DUE FROM RELATED PARTIES?		X
4. HAVE ANY PAYMENTS BEEN MADE ON PREPETITION LIABILITIES THIS REPORTING PERIOD?	X	
5. HAVE ANY POSTPETITION LOANS BEEN RECEIVED BY THE DEBTOR FROM ANY PARTY?		X
6. ARE ANY POSTPETITION PAYROLL TAXES PAST DUE?		X
7. ARE ANY POSTPETITION STATE OR FEDERAL INCOME TAXES PAST DUE?		X
8. ARE ANY POSTPETITION REAL ESTATE TAXES PAST DUE?		X
9. ARE ANY OTHER POSTPETITION TAXES PAST DUE?		X
10. ARE ANY AMOUNTS OWED TO POSTPETITION CREDITORS DELINQUENT?		X
11. HAVE ANY PREPETITION TAXES BEEN PAID DURING THE REPORTING PERIOD?		X
12. ARE ANY WAGE PAYMENTS PAST DUE?		X

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "YES", PROVIDE A DETAILED EXPLANATION OF EACH ITEM. ATTACH ADDITIONAL SHEETS IF NECESSARY.

(2) Happy State Bank (Oper Acct) is not an approved bank for DIP accounts and declined to meet the US Trustee's requirements to qualify. Debtor performs majority of activity through an approved DIP account but utilizes the Happy State Bank account for local convenience and small transactions because Frost Bank (approved DIP account) does not have a local branch.

(4) (i) Certain mortgage payments (ii) personal vehicle note payments (iii) payments to Wells Fargo Financial Leasing and (iv) payment to Caterpillar Financial Services Corp.

INSURANCE

	YES	NO
1. ARE WORKER'S COMPENSATION, GENERAL LIABILITY AND OTHER NECESSARY INSURANCE COVERAGES IN EFFECT? (<i>Worker's Compensation exempt for Agriculture in Texas</i>)	X	
2. ARE ALL PREMIUM PAYMENTS PAID CURRENT?	X	
3. PLEASE ITEMIZE POLICIES BELOW (See "Installment Payments")	X	

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "NO" OR IF ANY POLICIES HAVE BEEN CANCELED OR NOT RENEWED DURING THIS REPORTING PERIOD, PROVIDE AN EXPLANATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

INSTALLMENT PAYMENTS

TYPE OF POLICY	CARRIER	PERIOD COVERED	PAYMENT AMOUNT & FREQUENCY
Boat Insurance	Specialty Ins. Co.	05/23/18	Paid through end of period
Inland Marine - Pivots	Chubb	06/02/18	Paid through end of period
Jet Ski's	Geico	08/18/17	Paid through end of period
Commercial Auto	Liberty Mutual	08/31/17	Paid through end of period
Umbrella	Liberty Mutual	08/31/17	Paid through end of period
Inland Marine - Equipment	Liberty Mutual	08/31/17	Paid through end of period
Farm Liability	Liberty Mutual	08/31/17	Paid through end of period
Homeowner's	Lloyd's of London	04/20/18	Paid through end of period

EXHIBIT "E"
TO
DISCLOSURE STATEMENT PURSUANT
TO SECTION 1125 OF THE UNITED
STATES BANKRUPTCY CODE WITH
RESPECT TO THE JOINT PLAN OF
REORGANIZATION OF STRINGER
FARMS, INC. AND CHARLES BLAKE
STRINGER

Liquidation Valuation Analysis		
Appraised Values		
Tract One	\$	2,407,305
Tract Two	\$	9,783,000
Tract Three	\$	9,568,000
Tract Four	\$	717,000
Total	\$	22,475,305
Discounts	Discount Factor	Discount Value
90-120 Day Close Discount	-28%	\$ (6,293,085)
Crop Price Decline Discount		-
Irrigation well deferred maintenance		(200,000)
Liquidation Value		\$ 15,982,220
Investment Bank Fees		
Minimum Fee	\$	(350,000)
Percentage Fee		(209,378)
Total Sale Fee	\$	(559,378)
Other Fees		
Property Taxes		\$ (118,662)
Closing Fees	-1.50%	(239,733)
Total Other Fees	\$	(358,395)
Secured Debts		
D. I. P. Loan Payoff	\$	(4,004,929)
Class 1 - Zions		(10,671,369)
	\$	(14,676,298)
Net available after closing costs	\$	388,149
Class 2 - Wells Fargo	\$	(1,299,870)
Collateral Value - Equipment		434,473
76% interest in Dos Ex		190,000
Revelation O&G		59,870
Net to Unsecured	\$	(615,527)
Class 3 - WFFLI	\$	(950,000)
Collateral Value - Equipment		600,000
Net to Unsecured	\$	(350,000)
Class 4 - Caterpillar	\$	(22,000)
Collateral Value - Equipment		10,000
Net to Unsecured	\$	(12,000)
* Class 5 - FNMA	\$	(406,000)
Collateral Value - House		406,000
Net to Unsecured	\$	-
* Class 6 - Ally Bank	\$	(41,000)
Collateral Value - Equipment	\$	41,000
Net to Unsecured	\$	-
Other Assets & Fees		
** Value of Crops	\$	2,494,890
Crop Liquidation Cost	\$	(739,685)
Value of Cattle	\$	490,490
Cattle Liquidation Cost	\$	(75,750)
IRS Priority Claim	\$	(5,164)
Trustee Fees to Liquidate	\$	(405,239)
Final Fee Application - Prostok	\$	(600,000)
Investment Banking fees for other assets and advisory	\$	(50,000)
Trustee Professional Fees - Accounting, legal	\$	(200,000)
Total Net Other Assets & Fees	\$	909,543
Value to Unsecured Creditors	\$	1,297,691
Unsecured Debts		
Wells Fargo	\$	(4,894,937)
WFFLI	\$	(350,000)
Caterpillar	\$	(12,000)
Other	\$	(2,479,905)
Total	\$	(7,736,842)
% Liquidity to Unsecured Debts		16.77%
Amount of Recovery for Unsecured Creditors		1,297,691
* Exempt Assets		
** Approximately \$400k from Hybrid Seed crop will not be collected until Mar '18.		
Balance expected to be realized by end of November '17		