

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

In re:

**CRANBERRY GROWERS COOPERATIVE,
(d/b/a CranGrow)**

Case No. 17-13318-cjf

Debtor.

Chapter 11

**DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION
(DATED DECEMBER 19, 2017)**

BLACKLINE OF DOCKET NO. 149 TO DOCKET NO. 138

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(DATED DECEMBER 819, 2017)

Cranberry Growers Cooperative, the debtor and debtor-in-possession in the above-captioned bankruptcy case (the "**Debtor**"), proposes this *Chapter 11 Plan of Reorganization Dated December 819, 2017*, pursuant to the United States Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND MEMBER INTERESTS, TO THE EXTENT APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS AND INTERPRETATION.....	1
ARTICLE II TREATMENT OF UNCLASSIFIED CLAIMS	9
ARTICLE III DESIGNATION OF CLASSES	11
ARTICLE IV TREATMENT OF CLASSES	12
ARTICLE VI ACCEPTANCE OR REJECTION OF THE PLAN	20
ARTICLE VII PROVISIONS FOR TREATMENT OF DISPUTED CLAIMS	20
ARTICLE VIII EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	21
ARTICLE IX EFFECTIVENESS OF THE PLAN	23
ARTICLE X EFFECTS OF CONFIRMATION	24
ARTICLE XI RETENTION OF JURISDICTION.....	29
ARTICLE XII MISCELLANEOUS PROVISIONS	30

ARTICLE I
DEFINITIONS AND INTERPRETATION

1.1 As used in this Plan, the following terms have the respective meanings specified below, unless the context otherwise requires:

1.2 “Administrative Expense Claim” means any right to payment constituting a cost or expense of administration of the Estate under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary expenses of preserving the Estate; (b) any actual and necessary expenses of operating the business of the Debtor; (c) all Professional Fee Claims to the extent Allowed by the Bankruptcy Court under sections 330 or 503(b) of the Bankruptcy Code; and (d) any fees and charges assessed against the Estate under section 1930 of chapter 123 of title 28 of the United States Code.

1.3 “Administrative Expense Claims Bar Date” means that date which is the first Business Day that is thirty (30) days following the Effective Date or such other date established by a Bankruptcy Court order.

1.4 “Administrative Expense Claims Objection Date” means the date ninety (90) days after the Effective Date; provided, however, that the Administrative Claims Objection Date may be extended by the Bankruptcy Court for cause upon the ex parte motion of Reorganized CranGrow.

1.5 “Affiliate” has the meaning set forth in section 101(2) of the Bankruptcy Code.

1.6 “Allowed” means a Claim, or any portion thereof: (a) that has been listed in the Schedules as liquidated in amount and not disputed or contingent and for which no proof of claim has been filed; (b) that is allowed under the Plan; (c) that is not Disputed; (d) proof of which has been timely filed with the Bankruptcy Court and as to which the period of time in which to file objections as fixed by the Bankruptcy Code, the Bankruptcy Rules, the Plan, or an order of the Bankruptcy Court, has expired with no such objection having been filed; (e) that is compromised, settled, or otherwise resolved pursuant to a Final Order of the Bankruptcy Court; (f) that, if Disputed, has been Allowed by Final Order; provided, however, that Claims allowed solely for the purpose of voting to accept or reject this Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed Claims” hereunder.

1.7 “Avoidance Actions” means the Debtor’s interest in any and all claims, rights, and causes of action which have been or may be commenced by or on behalf of the Debtor to avoid and recover any transfers of property determined to be preferential, fraudulent, or otherwise avoidable pursuant to sections 502(d), 544, 545, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code, or under any other applicable law.

1.8 “Ballot” means the form distributed to each holder of an impaired Claim entitled to vote on the Plan on which is to be indicated, among other things, acceptance or rejection of the Plan.

1.9 “Bankruptcy Code” means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Case.

1.10 “Bankruptcy Court” means the United States Bankruptcy Court for the Western District of Wisconsin.

1.11 “Bankruptcy Estate” or “Estate” mean the estate created by the commencement of the Chapter 11 Case and comprised of the property described in Section 541 of the Bankruptcy Code.

1.12 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court, and any Local Rules of the Bankruptcy Court.

1.13 “Business Day” means any day other than a Saturday, a Sunday, or a legal holiday, as defined in Rule 9006(a) of the Bankruptcy Rules.

1.14 “Bylaws” means the Bylaws of Cranberry Growers Cooperative.

1.15 “Cash” means legal tender of the United States of America.

1.16 “Causes of Action” means, without limitation, any and all actions, causes of action, Avoidance Actions, controversies, liabilities, obligations, rights, suits, damages, judgments, Claims, and demands whatsoever, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Case, including through the Effective Date.

1.17 “Chapter 11 Case” means the voluntary case commenced by the Debtor under chapter 11 of the Bankruptcy Code, currently pending before the Bankruptcy Court as Case No. 17-13318-cif.

1.18 “Claim” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

1.19 “Claims Bar Date” means (a) with respect to Claims other than those held by governmental units, [•], 2017; (b) with respect to Claims held by governmental units, [•], 2017; (c) with respect to Rejection Claims, the Rejection Claims Bar Date; and (d) any other bar dates established by a Bankruptcy Court order entered prior to the Confirmation Hearing, establishing such dates.

1.20 “Class” means a category of holders of Claims or Member Interests as set forth in Article III of this Plan.

1.21 “CoBank” means CoBank, ACB.

1.22 “CoBank DIP Facility” means the post-petition, senior secured revolving line of credit provided by CoBank to the Debtor during the Chapter 11 Case, as authorized by the DIP Financing Order.

1.23 “CoBank DIP Financing Claim” means any Claim arising from or relating to the CoBank DIP Financing Order.

1.24 “CoBank DIP Financing Order” means the FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364(C), 364(D), 364(E), 503, AND 507 (I) AUTHORIZING THE DEBTOR TO OBTAIN POST-PETITION SENIOR SECURED SUPER-PRIORITY FINANCING, (II) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING ADEQUATE PROTECTION (IV) MODIFYING THE AUTOMATIC STAY, AND (V) GRANTING RELATED RELIEF [Dkt. No. 113], entered by the Bankruptcy Court on October 27, 2017, as may be amended, extended, or otherwise supplemented by orders of the Bankruptcy Court.

1.25 “CoBank Loan Documents” means, collectively, and together with any and all related

loan and security documents and all other instruments, agreements and other documents delivered in connection therewith, the Credit Agreement dated as of February 11, 2016 (as amended by the Amendment to Credit Agreement dated as of February 15, 2017, the Amendment to Credit Agreement dated as of June 2, 2017, and the Forbearance Agreement and Third Amendment to Credit Agreement dated as of August 17, 2017), the CoBank Revolving Note, the CoBank Term Note and a Security Agreement dated February 11, 2016.

1.26 “CoBank Pre-Petition Indebtedness” means the amounts due and owing to CoBank from the Debtor as of the Petition Date, under the CoBank Revolving Note and the CoBank Term Note, aggregating to \$21,921,266.34 consisting of borrowings of \$21,843,950.87, accrued interest of \$77,315.47, plus all other costs, fees and obligations owing, including, without limitation, all costs, fees, and expenses of administration, collection and enforcement incurred by CoBank prior to the Petition Date; ~~provided, however, that such amounts shall be subject to the review of the Committee appointed in the Chapter 11 Case.~~

1.27 “CoBank Revolving Note” means that certain Amended and Restated Monitored Revolving Credit Promissory Note numbered 00100914S01-E dated as of September 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time.

1.28 “CoBank Term Note” means that certain Amended and Restated Multiple Advance Term Promissory Note numbered 00100914T01-A dated as of February 15, 2017 as amended, restated, supplemented or otherwise modified from time to time.

1.29 “Committee” means the Official Committee of General Unsecured Creditors formed and appointed by the Office of the United States Trustee on October 11, 2017, pursuant to section 1102(a)(1) of the Bankruptcy Code and consisting of the following creditors: North Star Container, LLC; Toumant Inc.; and Brickl Bros., Inc.

1.30 “Committee Avoidance Actions” means all Avoidance Actions other than Avoidance Actions against Participating Patron Members, the Debtor’s Professionals and the Debtor’s current officers and directors.

1.301.31 “Committee’s Professionals” means collectively, Goldstein & McClintock LLLP and such other professionals whose employment by the Committee prior to the Confirmation Date is approved by order of the Bankruptcy Court, if any.

1.31.32 “Confirmation Date” means the date on which the Bankruptcy Court enters the Confirmation Order.

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

1.331.34 “Confirmation Order” means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

1.341.35 “Cooperative Governance Documents” means the Debtor’s Certificate of Organization, Bylaws and any related organizational documents.

1.351.36 “Cure” means the payment of Cash or the distribution of other property as necessary to (a) cure a monetary default by the Debtor in accordance with the terms of an executory contract or unexpired lease of the Debtor; and (b) permit the assumption of such executory contract or

unexpired lease or the assumption and assignment of such executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code and the Plan.

1.361.37 “Debtor” has the meaning set forth in the first sentence of the Plan.

1.371.38 “Debtor’s Professionals” means, collectively, Dorsey & Whitney LLP; Michael Best & Friedrich LLP; SierraConstellation Partners; CliftonLarsonAllen LLP; and/or their respective successors, if any; and such other professionals whose employment by the Debtor prior to the Confirmation Date is approved by order of the Bankruptcy Court, if any.

1.381.39 “Delivery Agreement” means that certain Patron Delivery Agreement, by and between Reorganized CranGrow and each Participating Patron Member, substantially in the form to be filed with the Plan Supplement, concerning the delivery of cranberry by each Participating Patron Member to the cooperative.

1.391.40 “Disclosure Statement” means the **SECOND AMENDED** DISCLOSURE STATEMENT FOR DEBTOR’S CHAPTER 11 PLAN (DATED DECEMBER 8¹⁹, 2017) relating to this Plan, including, without limitation, all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

1.401.41 “Disclosure Statement Order” means the order of the Bankruptcy Court conditionally approving the Disclosure Statement, subject to final approval at the Confirmation Hearing, pursuant to section 1125 of the Bankruptcy Code and authorizing the solicitation of votes for the Plan.

1.411.42 “Disputed” means, with reference to any Claim, (a) any Claim proof of which was timely and properly filed that is disputed under this Plan or as to which the Debtor, or the Trustee on the Debtor’s behalf, has interposed an objection and/or request for estimation in accordance with section 502(c) of the Bankruptcy Code and Bankruptcy Rule 3018, which objection and/or request for estimation has not been withdrawn or determined by a Final Order; (b) any Claim, proof of which was required to be filed by a Final Order of the Bankruptcy Court in a form and manner prescribed in such Final Order, but as to which a proof of claim was not timely or properly filed; or (c) any Claim to the extent it has not become an Allowed Claim.

1.421.43 “Distribution” means the cash or other property or consideration to be provided under the Plan to the holders of Allowed Claims.

1.431.44 “Effective Date” means the first Business Day on which the conditions to effectiveness of this Plan set forth in Article IX have been satisfied and on which this Plan shall become effective, but in no event later than fourteen (14) days after entry by the Bankruptcy Court of the Confirmation Order, unless otherwise agreed by the Debtor and the Participating Members.

1.441.45 “Entity” means “entity” as the term is defined in section 101(15) of the Bankruptcy Code.

1.41.46 “Estate” means the estate of the Debtor created pursuant to section 541 of the Bankruptcy Code.

1.21.47 “Exculpated Party” means each of the Released Parties.

1.31.48 “Exculpation” means the exculpation provision set forth in section 10.6 herein.

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1-41.49 "Exit Facility" means a secured credit facility with a principal amount to be negotiated with CoBank, with the capacity to provide revolving credit, ~~in form and substance~~ acceptable to the Debtor and CoBank, entered into pursuant to the Exit Facility Documents, the terms of which as presently contemplated are set forth on the Term Sheet as **Exhibit B** to this Plan.

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1-41.50 "Exit Facility Documents" means, collectively, all agreements, documents, and instruments delivered or entered into in connection with the Exit Facility, ~~in form and substance acceptable to the Debtor and CoBank~~, which shall be materially consistent with the Plan and otherwise reasonably acceptable to the Debtor.

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1-61.51 "Final Order" means an order of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, reargument, or rehearing shall have been denied and the time to take any further appeal, petition for certiorari, or move for reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable law, may be filed with respect to such order shall not cause such order not to be a Final Order.

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1-71.52 "Freezer Agreement" means that certain Freezer Storage Agreement dated June 15, 2016, effective October 1, 2016, by and between Warrens Cold Storage, LLC and the Debtor.

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1-81.53 "General Unsecured Claim" means any Claim that (a) is not an Administrative Expense Claim, a Professional Fee Claim, a Priority Tax Claim, a Priority Non-Tax Claim, a DIP Financing Claim, a Secured Claim, or a Convenience Claim; or (b) is otherwise determined by the Bankruptcy Court to be a General Unsecured Claim. General Unsecured Claims do not include Claims that arise under executory contracts and unexpired leases that are assumed or assumed and assigned under the Plan.

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1-81.54 "General Unsecured Recovery Reserve" means the reserve comprised of **\$100(a)** **\$200,000** from the proceeds of the Reorganized CranGrow Indebtedness and (b) the Committee Avoidance Actions and any proceeds from the prosecution thereof net of any costs of such prosecution, which reserve shall be set aside and held in trust solely to fund Distributions on account of Allowed General Unsecured Claims in Class 4.

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1-101.55 "Graceland" means Graceland Fruit, Inc. or an entity formed, controlled and designated by it.

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1-111.56 "Graceland Agreements" means, collectively, the Graceland Facility Lease Agreement, the Graceland Equipment Lease Agreement and the Graceland Supply Agreement, the essential terms of which are set forth on the Term Sheet attached as **Exhibit A** to this Plan and remain subject to definitive documentation to be filed with the Plan Supplement, and any other documents necessary to facilitate these agreements and the transactions thereunder.

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1-121.57 "Graceland Equipment Lease Agreement" means that certain Equipment Lease Agreement, by and between the Debtor and Graceland, substantially in the form to be filed with the Plan Supplement, concerning certain equipment and machinery located at the Warrens Facility.

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1-131.58 "Graceland Facility Lease Agreement" means that certain Facility Lease

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Agreement, by and between the Debtor and Graceland, substantially in the form to be filed with the Plan Supplement, concerning the Warrens Facility.

1.141.59 “Graceland Pre-Petition Services Agreement” means that certain Services Agreement effective as of August 10, 2017, by and between the Debtor and Graceland.

1.151.60 “Graceland Services Agreement” means that certain Services Agreement, by and between the Debtor and Graceland, substantially in the form to be filed with the Plan Supplement, concerning the provision of services by Graceland to the Debtor in support of the Debtor’s business.

1.161.61 “Graceland Supply Agreement” means that certain Supply Agreement, by and between the Debtor and Graceland, substantially in the form to be filed with the Plan Supplement.

1.171.62 “Guaranty Agreements” mean, collectively, the certain *Guarantee Of Payment* agreements dated on or around February 11, 2016, by and between CoBank and each of the following: Daniel Rezin, Linda and Fred Prehn, Gary Jensen, James Van Wychen, Kurt Rutlin, Linda Piankowski, Raymond Habelman, Vicki Nemitz, respectively, and any and all Irrevocable Letters of Credit related thereto.

1.181.63 “Interest” means an interest in the Debtor whether held by a Patron Member, as evidenced by a share of common stock, or by a Non-Patron Preferred Shareholder, as evidenced by a Preferred Share, issued to such Members pursuant to the Bylaws.

1.191.64 “Jensen Action” means the legal action commenced by Gary Jensen on July 26, 2017, against CranGrow in the State of Wisconsin Circuit Court, Monroe County, styled *Gary Jensen et al vs. Cranberry Growers Cooperative, Case No. 2017CV000159*.

1.201.65 “Lien” shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

1.211.66 “Member” means a holder of a share or shares in the Debtor.

1.221.67 “New Patron Membership Agreement” means the written agreement between each Participating Patron Member and Reorganized CranGrow, substantially in the form to be attached to the Plan Supplement, which provides the terms, rules and regulations of the cooperative membership of each such Participating Patron Member in Reorganized CranGrow.

1.68 “Non-Committee Avoidance Actions” means all Avoidance Actions that are not Committee Avoidance Actions.

1.231.69 “Non-Participating Patron Member” means any Patron Member who does not elect to be a Participating Patron Member under this Plan.

1.241.70 “Non-Patron Preferred Shareholder” means a holder of an Interest in the Debtor as evidenced by such holder’s Preferred Shares in the Debtor, who does not conduct patronage with the Debtor.

1.251.71 “Participating Patron Member” means a Patron Member or a Prospective Patron Member who (a) agrees to make, and is capable (in the Debtor’s sole discretion) of making, the Participating Patron Member Contributions under the Plan, (b) is capable (in the Debtor’s sole discretion) of supplying, and agrees to supply, at least enough cranberries per calendar year so that in aggregate with other Participating Patron Members, 20 million pounds will be delivered, and (c) is

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approved by the Debtor's Board of Directors to be a Participating Patron Member.

1.261.72 "Participating Patron Member Contributions" means, collectively, (a) the contribution of \$1 per barrel of the Participating Patron Member's Administrative Expense Claim for delivery of its 2017 crop for the initial capitalization of Reorganized CranGrow, together with the contribution of \$1 per barrel by each Participating Patron Member for delivery of its crop from each subsequent year of 2018, 2019, ~~2010 and 2021;~~ ~~(b) 2020 and 2021;~~ ~~(b) the authorization of Reorganized CranGrow to withhold unit retains of up to \$4 per barrel annually;~~ (c) the supply by each Participating Patron Member of such Participating Patron Member's 2017 cranberry crop and subsequent years' crop to Graceland in accordance with the terms of the Graceland Supply Agreement; and ~~(ed)~~ the support of the Plan, including (i) the funding of the General Unsecured Recovery Reserve and the Patron Member Claims Reserve for Distributions on account of General Unsecured Claims and Patron Member Claims, respectively, and (ii) the commitment to capitalize Reorganized CranGrow sufficiently to service the debt incurred under any Exit Facility to benefit unsecured creditors.

1.271.73 "Participating Patron Member Election Deadline" means the deadline for Patron Members and Prospective Patron Members to make their elections to be Participating Patron Member and shall be the date which is ten (10) days prior to the Confirmation Hearing or such other date established by order entered by the Bankruptcy Court.

1.281.74 "Patron Member" means a Member of the Debtor as defined in such Member's Patron Membership Agreement and the Debtor's Bylaws, who (a) conducts patronage with the Debtor, (b) is a party to a Patron Membership Agreement with the Debtor and (c) holds an Interest in the Debtor.

1.291.75 "Patron Member Claims" means the General Unsecured Claims of Patron Members.

1.301.76 "Patron Member Claims Reserve" means ~~(a) \$100,000 from the proceeds of the Reorganized CranGrow Indebtedness and (b)~~ any remaining proceeds from the sale of the 2015 and 2016 cranberry crop in the possession of the Debtor or Reorganized CranGrow, net of operational expenses and all amounts to be paid to service the Pre-Petition Indebtedness under the CoBank Revolving Note pursuant to this Plan, which fund shall be set aside solely to fund Distributions on account of Patron Member Claims in Class 5.

1.311.77 "Patron Membership Agreement" means the written agreement between each Patron Member and the Debtor which provides the terms, rules and regulations of the cooperative membership of each such Patron Member in the Debtor.

1.321.78 "Person" has the meaning set forth in section 101(41) of the Bankruptcy Code.

1.331.79 "Petition Date" means September 25, 2017.

1.341.80 "Plan" means this DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION; ~~(DATED DECEMBER 19, 2017)~~, including, without limitation, all exhibits, supplements, appendices, and schedules hereto, either in its present form or as the same may be altered, amended, or modified from time to time.

1.81 "Plan Releases" means (a) the releases given on behalf of the Debtor and its Estate to the Released Parties as set forth in section 10.4 hereof and (b) the releases ~~by the Committee of all Avoidance Actions against the Participating Patron Members-, the Debtor's Professionals and the Debtor's Professionals current officers and directors~~ under this Plan.

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1.361.82 "Plan Supplement" means the appendix to this Plan to be filed in the docket of the Chapter 11 Case no later than 14 days prior to the Voting Deadline that will contain draft forms of certain key transactional documents to be executed, delivered, assumed, and/or performed in conjunction with consummation of the Plan on the Effective Date, including, without limitation, (a) a list of executory contracts and unexpired leases to be assumed under the Plan, including all Cure amounts associated therewith, as set forth in section 8.1, (b) a list of executory contracts and unexpired leases to be rejected under the Plan as set forth in section 8.2, (c) the Graceland Agreements, (d) a summary of essential terms of any Exit Facility Documents to the extent they are materially different from the terms set forth on Exhibit B to this Plan, (e) a form of New Patron Membership Agreement and a form of Delivery Agreement, (f) a summary of the terms and number of commitments received from Patron Members or Prospective Patron Members, to become Participating Patron Members and (g) the names of the new directors and upper management, if any, of Reorganized CranGrow.

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1.83 "Preferred Share" means any Class I, Class II, or Class III share issued pursuant to the Debtor's Bylaws which does not confer patron membership to the holder of such Preferred Share.

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1.381.85 "Priority Non-Tax Claim" means any Claim, other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in payment under section 507(a) of the Bankruptcy Code.

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1.391.86 "Priority Tax Claim" means any Claim of a governmental unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

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1.401.87 "Professional Fee Claim" means a Claim for an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, and 503(b) of the Bankruptcy Code.

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1.441.88 "Pro Rata" means proportionately so that the ratio of the amount of a particular Allowed Claim to the total amount of the Allowed Claims of the Class in which the particular Claim is included is the same as the ratio of the amount of consideration distributed on account of such particular Allowed Claim to the consideration distributed on account of all Allowed Claims of the Class in which the particular Claim is included.

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1.421.89 "Prospective Patron Member" means a grower and supplier of cranberries who desires to become a Participating Patron Member under this Plan.

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1.431.90 "Rejection Claim" means an Allowed Unsecured Claim arising from the Debtors' rejection of an unexpired lease or executory contract pursuant to the Plan or pursuant to an order of the Bankruptcy Court.

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1.441.91 "Rejection Claims Bar Date" means, with the exception of any bar date which already has been established by Bankruptcy Court order, the earlier of: (a) thirty (30) days following the Effective Date; or (b) with respect to an executory contract or unexpired lease rejected before the Confirmation Date pursuant to a Final Order, thirty (30) days following the entry of such Final Order.

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1.451.92 "Released Parties" means collectively, in each case solely in their capacity as such: (a) the Debtor, the Debtor's Professionals, and Reorganized CranGrow (b) the Committee and the Committee's Professionals and (c) with respect to the Persons identified in subsections (a) through (b) herein, each of such Persons' Representatives.

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1.461.93 "Representatives" means, with respect to any Person, any successor, predecessor, officer, director, officer, partner, limited partner, general partner, shareholder, manager,

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management company, investment manager, affiliate, employee, agent, attorney, advisor, investment banker, financial advisor, accountant or other Professional of such Person or any of the foregoing and any committee of which such Person is a member, in each case, in such capacity, serving on or after the Petition Date.

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1.471.94 "Reorganized CranGrow" means the Debtor as reorganized pursuant to this Plan on and after the Effective Date. The emergence of the Debtor from the Chapter 11 Case as Reorganized CranGrow is not, and shall not constitute, a transfer, disposition or change of control for regulatory, contractual or other purposes.

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1.481.95 "Reorganized CranGrow Indebtedness" means the \$200,000 in indebtedness incurred post-petition by Reorganized CranGrow for funding of the General Unsecured Recovery Reserve and the Patron Member Claims Reserve.

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1.491.96 "Retained Claims" means any and all claims, Causes of Action, defenses and rights of the Debtor and the Bankruptcy Estate against any Person as of the Effective Date, including, without limitation, any Retained Claims referred to in section 10.87 of this Plan.

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1.501.97 "Schedules" means the schedules of assets and liabilities and the statements of financial affairs required by section 521 of the Bankruptcy Code and Bankruptcy Rule 1007 filed by the Debtor, including any supplements or amendments thereto through the Confirmation Date.

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1.511.98 "Secured Claim" means an Allowed Claim secured by a Lien on property of the Debtor's Estate, or that is subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value (determined in accordance with section 506(a) or section 502(c) of the Bankruptcy Code and Bankruptcy Rule 3012), of the interest of the holder of such Allowed Claim in the Debtor's or the Estate's interest in such property, or to the extent of the amount subject to such setoff, as the case may be.

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1.521.99 "Voting Deadline" means the date(s) established by the Bankruptcy Court and set forth in the Disclosure Statement Order or other order of the Bankruptcy Court for the submission of Ballots pursuant to the terms of the Plan.

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1.531.100 "Warrens Facility" means the Debtor's equipment, machinery, and real property, including the processing plant and improvements thereon, located at 23899 Aspen Avenue, in Warrens, Wisconsin.

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Words and terms defined in section 101 of the Bankruptcy Code shall have the same meanings when used in the Plan, unless a different definition is given in the Plan. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. Unless the context requires otherwise, any capitalized term used herein that is not defined herein, but that is defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meaning set forth therein. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of this Plan.

In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a), and any applicable Local Rule regarding the same, shall apply.

**ARTICLE II
TREATMENT OF UNCLASSIFIED CLAIMS**

As provided by section 1123(a)(1) of the Bankruptcy Code, the following Claims are not classified under the Plan, and shall instead be treated separately as unclassified Claims on the terms set

forth below. Such Claims are unimpaired under the Plan.

2.1 Administrative Expense Claims.

Except to the extent that any holder agrees to a different, less favorable treatment, the holder of an Allowed Administrative Expense Claim that has not been paid shall receive on account of such Claim, Cash in the amount of such Allowed Administrative Expense Claim on the later of the Effective Date or the date such Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is practicable; provided, however, that any Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business, consistent with past practice, by the Estate shall be paid in full and performed by Reorganized CranGrow, in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions.

2.1.1 Administrative Expense Claims Bar Date.

All requests for the allowance and payment of an Administrative Expense Claim must be filed with the Bankruptcy Court and served upon Reorganized CranGrow, and other parties-in-interest in accordance with the Bankruptcy Code and the Bankruptcy Rules, no later than the Administrative Expense Claims Bar Date which is the first Business Day that is 30 days after the Effective Date or such other date as approved by order of the Bankruptcy Court. **Failure to file and serve such an allowance and payment request timely and properly shall result in the Administrative Expense Claim being forever barred and discharged.**

2.1.2 Administrative Expense Claims for Goods, Materials and Services Incurred in the Ordinary Course of Business.

Administrative Expense Claims based on liabilities incurred by the Debtor after the Petition Date for goods, materials and services delivered, obtained or received in the ordinary course of business, that first become due and payable within 60 days prior to the Confirmation Date will be paid by the Estate or Reorganized CranGrow, as applicable, pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Expense Claims and, unless the Bankruptcy Court orders otherwise, holders of Administrative Expense Claims based on liabilities incurred by the Debtor for goods, materials and services delivered, obtained or received in the ordinary course of business are not required to file or serve a request for payment of such Claim, and will not be subject to the Administrative Expense Claims Bar Date provided in section 2.1.1 of this Plan.

2.2 Other Unclassified Claims

Notwithstanding section 2.1 of this Plan, the following Claims, even if Administrative Expense Claims, shall be treated in accordance with the terms hereof

2.2.1 Professional Fee Claims.

Any Person seeking an award by the Bankruptcy Court of a Professional Fee Claim shall (a) file its final application for allowance of such Claim by no later than the date that is the first Business Day that is 30 days after the Effective Date or such other date as may be established by the Bankruptcy Court; and (b) to the extent such entity has not already been paid in full on account of such Claim, be paid in full and in Cash in the amounts Allowed upon the date the order granting such award becomes a Final Order. Reorganized CranGrow shall be authorized to pay compensation for professional services rendered and reimburse expenses incurred after the Effective Date in the ordinary course of business and without Bankruptcy Court approval.

2.2.2 Priority Tax Claims.

Except to the extent that a holder of an Allowed Priority Tax Claim has been paid by the Estate prior to the Effective Date or agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive at the sole option of Reorganized CranGrow, (a) Cash in an amount equal to such Allowed Priority Tax Claim on the later of the Effective Date or the date such Priority Tax Claim

becomes an Allowed Priority Tax Claim, or as soon thereafter as is practicable; or (b) equal Cash payments to be made initially on the Effective Date or as soon thereafter as is practicable and semi-annually thereafter in an amount equal to such Allowed Priority Tax Claim, together with interest at a fixed annual rate determined under applicable non-bankruptcy law pursuant to Bankruptcy Code section 511, over a period from the Effective Date through the fifth (5th) anniversary date after the Petition Date; provided, however, that (x) no holder of an Allowed Priority Tax Claim shall be treated in a manner less favorable than any Allowed General Unsecured Claim or any Allowed Participating Member Claim and (y) such election shall be without prejudice to the right of Reorganized CranGrow to prepay such Allowed Priority Tax Claim in full or in part without penalty.

2.2.3 Fees Due to the United States Trustee.

To the extent that any fees are due to the United States Trustee pursuant to 28 U.S.C. § 1930 on the Effective Date, such fees shall be paid by the Debtor or Reorganized CranGrow, as the case may be, to the United States Trustee in full, in Cash, within thirty (30) days after the Effective Date. Any fees which become due to the United States Trustee following the Effective Date shall be paid by Reorganized CranGrow when such fees are due and payable. In addition, Reorganized CranGrow shall file post-confirmation quarterly reports in conformity with the United States Trustee guidelines, until entry of an order closing or converting the Chapter 11 Case.

2.2.4 Real Property Taxes.

Any real property taxes which are Allowed Administrative Expense Claims pursuant to section 503(b)(1)(B)(i) of the Bankruptcy Code shall either be paid when last due without penalty under applicable state law, or, if the holder of such Claim consents, the holder shall retain any Lien afforded under applicable state law and the legal, equitable, and contractual rights of such holder shall be left unaltered by this Plan. The holder's vote in favor of this Plan or its failure to object to confirmation of the Plan shall be deemed to be such a consent.

ARTICLE III
DESIGNATION OF CLASSES

Claims, Interests of Non-Patron Preferred Shareholders and Patron Member Interests are classified for all purposes, including voting, confirmation, and distribution pursuant to this Plan, as provided below.

Class	Designation	Description	Impairment	Entitlement to Vote
Class 1	Priority Non-Tax Claims	Consists of Allowed Claims, other than Administrative Expense Claims or Priority Tax Claims, entitled to priority in payment under section 507(a) of the Bankruptcy Code.	Unimpaired	No
Class 2	Secured Claim of CoBank	Consists of the Allowed Claim of CoBank to the extent that such Claim constitutes an Allowed Secured Claim.	Impaired	Yes
Class 3	Other Secured Claims	Consists of any other Allowed Claims to the extent that such Claims constitute Allowed Secured Claims, other than the Secured Claim in Class 2.	Unimpaired	No

Class 4	General Unsecured Claims	Consists of all Allowed General Unsecured Claims against the Estate not included or provided for in any other class, including all Rejection Claims and all unsecured Claims of vendors and trade creditors for goods delivered or services provided to the Debtor prior to the Petition Date, but excluding Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims and Patron Member Claims.	Impaired	Yes
Class 5	Patron Member Claims	Consists of all Allowed General Unsecured Claims of Patron Members.	Impaired	Yes
Class 6	Non-Patron Preferred Shareholder Interests	Consists of all Interests in the Debtor held by Non-Patron Preferred Shareholders as of the Effective Date.	Impaired	No
Class 7	Patron Member Interests	Consists of all Interests in the Debtor held by Patron Members.	Impaired	No

ARTICLE IV
TREATMENT OF CLASSES

4.1 Class 1 - Priority Non-Tax Claims.

Except to the extent that the holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment or has been paid on account of such Claim prior to the Effective Date, on the later of the Effective Date or the date such Priority Non-Tax Claim becomes Allowed, or as soon thereafter as is practicable, each holder, if any, shall be paid by Reorganized CranGrow in Cash in an amount equal to the Allowed amount of such Priority Non-Tax Claim. The foregoing shall be in full and final satisfaction, compromise, settlement and release of Class 1 Claims.

4.2 Class 2 – Secured Claim of CoBank.

The Secured Claim of CoBank shall be Allowed in the amount of the CoBank Pre-Petition Indebtedness. Pursuant to Section 1129(b)(2)(A)(i), CoBank shall retain all Liens, security interests and other encumbrances affecting property of the Debtor and Reorganized CranGrow granted in favor of CoBank prior to the Effective Date to the extent of the Allowed Secured Claim of CoBank.

Except to the extent that (a) CoBank has agreed to a less favorable treatment of its Allowed Secured Claim, (b) CoBank has been paid on account of such Secured Claim prior to the Effective Date, or (c) any Exit Facility Documents provide otherwise, the Co-Bank Pre-Petition Indebtedness shall be paid in accordance with the terms set forth on **Exhibit B** to this Plan. For avoidance of doubt, except as otherwise expressly stated in section 5.5 of this Plan or otherwise agreed by CoBank, including, without limitation, with respect to any Exit Facility, nothing in this Plan shall alter the CoBank DIP Financing Order and the CoBank Loan Documents, and the liens granted thereunder, which shall remain in full force and effect, and the CoBank DIP Financing Claim shall be paid in accordance with the CoBank DIP Financing Order and any applicable provisions of the CoBank Loan Documents. Notwithstanding anything to the contrary in the CoBank Loan Documents, CoBank shall forgo from exercising any and all of its rights under the ~~Guarantee~~**Guaranty** Agreements as to the guarantors under such agreements who vote in favor of the Plan and otherwise comply with any applicable terms on **Exhibit B** to this Plan, so long as the Debtor and Reorganized CranGrow do not default or otherwise fail to satisfy any condition or obligation affecting CoBank under the Plan, including, without limitation, (i) facilitating the timely extension of any letter of credit supporting the

Guaranty Agreements and (ii) payment of the Allowed Secured Claim of CoBank in Class 2 under the Plan or the Exit Facility Documents, subject to any other applicable terms and conditions of any Exit Facility Documents. The foregoing is in full and final satisfaction, compromise, and settlement ~~and release~~ of the Allowed Secured CoBank Claim.

4.3 Class 3 – Other Secured Claims.

Each holder of an Allowed Secured Claim other than the Secured Claim of CoBank, to the extent there are any such Claims, shall receive on the Effective Date or as soon thereafter as is practicable, at Reorganized CranGrow's option: (a) reinstatement and unimpairment of its Allowed Claim in accordance with section 1124(2) of the Bankruptcy Code; (b) the net proceeds from the sale of its collateral at the time of such sale or as soon as is practicable thereafter, up to the unpaid Allowed amount of such Claim and to the same extent, priority and validity of the lien securing such Allowed Claim; (c) the return of its collateral; or (d) such other less favorable treatment as may be agreed to with Reorganized CranGrow. The foregoing is in full and final satisfaction, compromise, settlement and release of all Class 3 Claims.

4.2 Class 4 - General Unsecured Claims

Except to the extent that the holder of an Allowed General Unsecured Claim agrees to less favorable treatment or has been paid on account of such General Unsecured Claim prior to the Effective Date, as soon as is practicable in the reasonable discretion of Reorganized CranGrow with consultation with the Committee after the establishment of the General Unsecured Recovery Reserve, each holder of an Allowed General Unsecured Claim shall be paid in Cash its Pro Rata share of Cash from the General Unsecured Recovery Reserve, pursuant to one or more Distributions until the depletion of the General Unsecured Recovery Reserve or payment in full. Distributions shall be made subject to and in accordance with Section 5.12 and Article VII of this Plan. The foregoing is in full and final satisfaction, compromise, settlement and release of all Class 4 Claims.

4.3 Class 5 – Patron Member Claims

Except to the extent that the holder of an Allowed Patron Member Claim agrees to less favorable treatment or has been paid on account of such Allowed Patron Member Claim prior to the Effective Date, as soon as is practicable in the reasonable discretion of Reorganized CranGrow after the completion of the sale of the 2015 and 2016 cranberry crop in the possession of the Debtor or Reorganized CranGrow and the establishment of the Patron Member Claims Reserve, each holder of an Allowed Patron Member Claim shall be paid in Cash, its Pro Rata share of Cash from the Patron Member Claims Reserve, if any, pursuant to one or more Distributions until the depletion of the Patron Member Claims Reserve or payment in full. Distributions shall be made subject to and in accordance with Section 5.12 and Article VII of this Plan. The foregoing shall be in in full and final satisfaction, compromise, settlement and release of all Class 5 Claims.

4.4 Class 6 – Non-Patron Preferred Shareholder Interests

On the Effective Date, all Interests and all Preferred Shares of Non-Patron Preferred Shareholders shall be cancelled. No Non-Patron Preferred Shareholder shall receive or retain any property under the Plan on account of the Interest of such Non-Patron Preferred Shareholder.

4.5 Class 7 - Patron Member Interests.

On the Effective Date, all Interests and common stock of Patron Members shall be cancelled. No Patron Member shall receive or retain any property under the Plan on account of the Interest of such Patron Member, including, without limitation, any redemptions, dividends, patronage refund and unit retainage.

ARTICLE V
EXECUTION AND IMPLEMENTATION OF THE PLAN

5.1 Continuation of Operations.

The Debtor shall continue to exist after the Effective Date as Reorganized CranGrow, with all the powers available to such legal entity, in accordance with applicable law not inconsistent with the Plan. Following the Effective Date and subject to the applicable terms and conditions of the Plan, the Graceland Agreements, any Exit Facility, the CoBank Loan Documents, and any existing orders of the Bankruptcy Court, Reorganized CranGrow shall continue the Debtor's present business, shall continue to operate as Reorganized CranGrow, and may obtain credit, issue member interests, incur debt, grant security interests and liens, and otherwise acquire and dispose of assets pursuant to applicable corporate law. Reorganized CranGrow shall be permitted to continue and to exercise its rights under any contracts or leases entered into by the Debtor after the Petition Date, on the terms and conditions set forth therein, including, without limitation, any and all lease agreements for bin storage with Farm Credit Leasing Services Corporation and the that certain *2017 Crop Raw Cranberry Purchase Agreement* effective November 21, 2017, with Cranberry Creek Cranberries, Inc., and the Debtor's entry into and execution of any such contracts or leases prior to the Effective Date shall be approved to the extent permissible under the Bankruptcy Code. Reorganized CranGrow shall be free of any restriction imposed by the Bankruptcy Court, the Bankruptcy Code and the Bankruptcy Rules, other than the obligations set forth in this Plan. Reorganized CranGrow will use Cash on hand, Cash generated from its operations and Cash derived from the Participating Patron Member Contributions and the Graceland Agreements to perform its obligations under the Plan.

5.2 Participating Patron Member Election.

Patron Members and Prospective Patron Members who desire to be Participating Patron Members must complete, execute and deliver by the Participating Patron Member Election Deadline, an irrevocable written election to be a Participating Patron Member, together with any requisite documentation and deposits, in the form to be provided by the Debtor or its designee. To be a Participating Patron Member, a Patron Member or Prospective Patron Member (a) must be capable of (in the Debtor's sole discretion) supplying and agree to supply at least must be capable of (in the Debtor's sole discretion) supplying, and must agree to supply, at least enough cranberries per calendar year so that in aggregate with other Participating Patron Members, 20 million pounds will be delivered, (b) must be capable of (in the Debtor's sole discretion) fulfilling and agree to provide the Participating Patron Member Contributions and (c) must be approved by the Debtor's Board of Directors to be a Participating Patron Member. The Debtor may reasonably request financial or other applicable documentation, data or assurances to determine the ability of such Patron Member or Prospective Patron Member to satisfy the conditions to be a Participating Patron Member. Furthermore, each Participating Patron Member's Patron Membership Agreement, if any, shall be terminated and, to the extent applicable, rejected, and each Participating Patron Member shall execute a New Patron Membership Agreement and a Delivery Agreement. In exchange, Reorganized CranGrow shall issue a Participating Patron Member Interest in Reorganized CranGrow to each Participating Patron Member in the form of shares of common stock, in accordance with the applicable bylaws of Reorganized CranGrow and each applicable New Patron Membership Agreement.

5.3 New Membership Structure.

On the Effective Date, (a) the Debtor's Cooperative Governance Documents, as may be amended and restated at the discretion of the Debtor to comply with the requirements of the Plan, the membership structure of Reorganized CranGrow on the Effective Date and any applicable law, shall constitute the cooperative governance documents of Reorganized CranGrow; (b) any currently-existing Patron Membership Agreements of the Participating Patron Members shall be terminated and, to the extent possible under applicable law, rejected; (c) Reorganized CranGrow shall be permitted to amend and restate its cooperative governance documents in accordance with applicable law without further Bankruptcy Court approval; (d) Reorganized CranGrow shall enter into New Patron Membership Agreements and Delivery Agreements with each Participating Patron Member; and (e) the Participating Patron Members shall be the patron members of Reorganized CranGrow subject to and in accordance with the terms and conditions of the Plan, the bylaws of Reorganized CranGrow, applicable

Cooperative Governance Documents (as may be amended and restated) and the applicable New Patron Membership Agreement. As of the Effective date, the only members of Reorganized CranGrow shall be the Participating Patron Members comprised of the Debtor's Patron Members and Prospective Patron Members who qualify and elect to be Participating Patron Members under the Plan, and there shall not be any Non-Patron Preferred Shareholders of Reorganized CranGrow. For avoidance of doubt, Reorganized CranGrow shall be permitted to execute and enter into New Patron Membership Agreements with the Participating Patron Members without need for further Bankruptcy Court approval.

5.4 Issuance of Common Stock.

The issuance of the Reorganized CranGrow common stock shall be authorized without the need for any further corporate action and without any further action by the Board of Directors of Reorganized CranGrow; provided, however, that such issuance shall be made in accordance with the bylaws of Reorganized CranGrow. All shares of Reorganized CranGrow common stock issued pursuant to this Plan shall be duly authorized and validly issued. Each distribution and issuance of the Reorganized CranGrow common stock under the Plan shall be governed by the terms and conditions set forth in the Plan and in the instruments evidencing or relating to such distribution or issuance.

5.5 CoBank DIP Facility and Exit Financing.

Except as otherwise provided in this Plan or otherwise ordered by the Bankruptcy Court, any CoBank DIP Financing Claim shall be paid in accordance with the CoBank DIP Financing Order and the applicable terms of the CoBank Loan Documents ~~and any Exit Facility Documents~~. Any payment on account of the CoBank DIP Financing Claim that is applied to the Pre-Petition Indebtedness shall be deducted from the Allowed amount of the CoBank Secured Claim in Class 2.

The Debtor shall be permitted to engage in negotiations with CoBank related to exit financing, including any amendments to the terms of the CoBank DIP Facility and modifications to the treatment accorded to the Secured Claim of CoBank in Class 2, and shall be authorized to enter into any Exit Facility Documents in connection therewith as of the Effective Date, without need for further Bankruptcy Court approval; provided, however, that any Exit Facility shall not materially ~~adversely~~ impact Reorganized CranGrow's ability to consummate the provisions of the Plan or the treatment accorded to Claims in Classes 1, 3, 4 and 5. The Exit Facility Documents shall include, among other things, a release of all claims, including any Avoidance Actions, against CoBank. A summary of terms of any Exit Facility Documents, to the extent they are materially different from the terms set forth on Exhibit B to this Plan, shall be included in the Plan Supplement.

5.6 Continuing Effect and Performance of Existing Orders.

The Bankruptcy Court has entered various orders, including the CoBank DIP Financing Order, during the pendency of the Chapter 11 Case which shall remain in effect notwithstanding confirmation of the Plan, and Reorganized CranGrow shall continue to carry out the matters provided for under such orders, as applicable. The Debtor reserves the right to move the Bankruptcy Court to rule on and resolve any issues related to these orders. Nothing in this Plan or the Disclosure Statement is intended to conflict with or derogate from the provisions of the CoBank DIP Financing Order, the CoBank Loan Documents and any liens securing the CoBank Pre-Petition Indebtedness. In the event that any provision of this Plan or the Disclosure Statement conflicts with the CoBank DIP Financing Order, the CoBank DIP Financing Order, as applicable, shall control.

5.7 Implementation.

The Debtor, through the Effective Date, and Reorganized CranGrow on or after the Effective Date, the Participating Patron Members, and Graceland shall be authorized and directed to take all necessary steps, and perform all necessary acts, to consummate the terms and conditions of the Plan.

5.8 Cooperative Governance.

Upon the Effective Date and without any further action required by the directors or members of the Debtor or Reorganized CranGrow, the Debtor's Cooperative Governance Documents, as may be amended and restated at the discretion of the Debtor, shall constitute the cooperative governance documents of Reorganized CranGrow; *provided, however*, that, if required and to the extent applicable, such Cooperative Governance Documents shall be amended and restated as of the Effective Date to comply with the requirements of this Plan, the membership structure of Reorganized CranGrow on the Effective Date and any applicable law including Section 1123(a)(6) of the Bankruptcy Code. To the extent possible under applicable law, the Debtor's Cooperative Governance Documents, as may be amended and restated at the discretion of the Debtor, shall be assumed by Reorganized CranGrow with no Cure amount being due. On and after the Effective Date, Reorganized CranGrow may amend and restate its cooperative governance documents as permitted by applicable law without further Bankruptcy Court approval. For avoidance of doubt, Reorganized CranGrow shall be permitted to execute and enter into new bylaws without need for further Bankruptcy Court approval.

5.9 Management.

Upon the occurrence of the Effective Date, Reorganized CranGrow shall be operated by substantially the same personnel that operated the Debtor prior to the Confirmation Date, subject to such changes that may be made based upon and in accordance with the Cooperative Governance Agreements after the Effective Date, and such individuals shall be identified in the Plan Supplement. After the Effective Date, Reorganized CranGrow may retain or terminate any employees, subject to implementation of the Graceland Agreements under which some employees may be hired by Graceland, or otherwise modify its management structure as it, in its business judgment, deems necessary, provided that any such change(s) shall not affect its ability to satisfy the obligations of Reorganized CranGrow under the Plan.

5.10 Board of Directors.

On the Effective Date, the Board of Directors of Reorganized CranGrow shall consist of the same individuals that served on the Board of Directors prior to the Confirmation Date, subject to such changes that may be made based upon and in accordance with the Cooperative Governance Agreements after the Effective Date, and such individuals shall be identified in the Plan Supplement. After the Effective Date, Reorganized CranGrow may reconstitute its Board of Directors in any way that is consistent with applicable law.

5.11 Graceland Agreements.

On the Effective Date, Reorganized CranGrow and Graceland shall enter into (a) the Graceland Facility Lease Agreement, (b) the Graceland Equipment Lease Agreement, (c) the Graceland Supply Agreement, (d) the Graceland Services Agreement and (e) any other documents necessary to facilitate these agreements and the transactions thereunder. Entry of the Confirmation Order shall constitute authorization of such actions and a finding that such actions in respect to the Graceland Agreements, and the transactions contemplated thereunder, by the Debtor and Reorganized CranGrow with Graceland are the result of the reasonable exercise of the Debtor's business judgment and are in the best interests of the Debtor and the Estate.

5.12 Distributions.

a. **Making of Distributions.** Reorganized CranGrow shall act as disbursing agent and make the Distributions required to be made in respect of the Allowed Claims under the Plan; provided, however, that the Committee shall act as the disbursing agent and have all responsibility with respect to Allowed Claims in Class 4. Except as may be otherwise provided in the Plan or the Confirmation Order, any Distribution required by the Plan to be made on the Effective Date will be deemed made on the Effective Date if made on the Effective Date or as soon thereafter as is practicable, but in no event later than the later to occur of: (a) thirty (30) days after the Effective Date; or (b) the date upon which any other conditions to distribution with respect to a particular Allowed Claim shall have been satisfied.

b. **Class 4; General Unsecured Recovery Reserve.** As soon as reasonably practicable after the Effective Date and the establishment of any Exit Facility, Reorganized CranGrow, with consultation with the Committee, shall establish a segregated interest-bearing bank account which shall serve as the General Unsecured Recovery Reserve for the purpose of holding Cash in trust for Distributions to holders of Claims in Class 4 under this Plan. The funds in the General Unsecured Recovery Reserve (a) shall be comprised of ~~\$100~~(i) \$200,000 of the proceeds of the Reorganized CranGrow Indebtedness and (ii) the proceeds received from the prosecution of the Committee Avoidance Actions by the Committee, net of any costs of such prosecution; (b) shall not be deemed property of the Debtor or Reorganized CranGrow; (c) shall be held in trust to fund Pro Rata Distributions on account of Allowed Claims in Class 4 under the Plan; and (d) shall not be encumbered by any Liens, claims or encumbrances in any way.

c. **Class 5; Patron Member Claims Reserve.** As soon as reasonably practicable after the Effective Date and the sale of the 2015 and 2016 cranberry crop in the possession of the Debtor or Reorganized CranGrow, Reorganized CranGrow shall establish the Patron Member Claims Reserve for the purpose of holding Cash in trust for Distributions to holders of Claims in Class 5 under this Plan. The funds in the Patron Member Claims Reserve (a) shall be comprised of ~~(i) \$100,000 of the proceeds of the Reorganized CranGrow Indebtedness and (ii)~~ the allocation of any remaining proceeds from the sale of the 2015 and 2016 crop in the possession of the Debtor or Reorganized CranGrow, net of operational expenses and all amounts to be paid to service the Pre-Petition Indebtedness under the CoBank Revolving Note in accordance with the terms of this Plan; (b) shall not be deemed property of the Debtor or Reorganized CranGrow; (c) shall be held in trust to fund Pro Rata Distributions on account of Allowed Claims in Class 5 under the Plan; and (d) shall not be encumbered by any Liens, claims or encumbrances in any way.

d. **Reservation for Funding of Disputed Claims.** Reorganized CranGrow or the Committee, as applicable, shall reserve (a) with respect to each Disputed Claim in Class 4 and Class 5 that is liquidated, the Pro Rata proportion of all Cash allocated for Distribution on account of such Disputed Claim based upon the face amount of each such Disputed Claim, or such lesser amount as may be agreed to in writing by the holder of the Disputed Claim and Reorganized CranGrow or as may be determined by the Bankruptcy Court, as applicable, or (b) with respect to each Disputed Claim that is unliquidated (including any unliquidated fees, penalties, charges or other similar amounts), such amounts as will be sufficient, as either (i) determined by Final Order of the Bankruptcy Court upon motion of the Reorganized CranGrow seeking a determination as to the appropriate amount to reserve, or (ii) agreed to in writing by the holder of the Claim and Reorganized CranGrow as the maximum amount that could be owed in the event the Claim were ultimately Allowed. Any Distribution that is not made after the initial Distribution from the General Unsecured Recovery Reserve or the Patron Member Claims Reserve, as applicable, that would have been entitled to receive that Distribution is not an Allowed Claim on such date, shall be made in accordance with section 7.4 of this Plan.

e. **Delivery of Distributions.** Subject to Bankruptcy Rule 9010, all Distributions to any holder of an Allowed Claim shall be made at the address of such holder as set forth on the Schedules filed with the Bankruptcy Court or on the books and records of the Debtor or its agents, as applicable, unless the Debtor or, after the Effective Date, Reorganized CranGrow or the Committee, as applicable, has been notified in writing of a change of address, including, without limitation, by the filing of a proof of Claim by such holder that contains an address for such holder different than the address of such holder as set forth on the Schedules. Payment shall be made to the holder of the Allowed Claim unless the holder of such Allowed Claim has directed Reorganized CranGrow or the Committee, as applicable, to make payment to a third party through the filing of a proof of Claim instructing that payment be made to a third party thereon.

f. **Holding of Undeliverable Distributions.** If any Distribution to any holder of a Claim is returned to Reorganized CranGrow or the Committee, as applicable, as undeliverable, no further Distributions shall be made to such holder unless and until Reorganized CranGrow or the Committee, as applicable, is notified, in writing, of such holder's then-current address. Undeliverable Distributions shall remain in the possession of Reorganized CranGrow, and, as applicable, in the General Unsecured Recovery Reserve or the Patron Member Claims Reserve, until such time as a Distribution becomes deliverable. All Entities ultimately receiving undeliverable Cash shall not be entitled to any interest or other accruals of any kind. Nothing contained in the Plan shall require Reorganized CranGrow ~~as~~ or the Committee, as applicable, to attempt to locate any holder of an Allowed Claim.

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g. **Failure to Claim Undeliverable Distributions.** On or around ninety (90) days from the Effective Date, Reorganized CranGrow or the Committee, as applicable, shall file a list with the Bankruptcy Court setting forth the names of those Entities for which Distributions have been made hereunder and have been returned as undeliverable as of the date thereof. Any holder of an Allowed Claim that does not assert its rights pursuant to the Plan to receive a Distribution within one-hundred and twenty (120) days from and after the Effective Date shall have its entitlement to any undeliverable Distribution discharged and shall be forever barred from asserting any entitlement pursuant to the Plan against Reorganized CranGrow or the property of Reorganized CranGrow. In such case, any consideration held for Distribution on account of such Claim shall revert to Reorganized CranGrow or the Committee, and, as applicable, the General Unsecured Recovery Reserve or the Patron Member Claims Reserve.

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h. **Manner of Payment Under the Plan.** Any Plan Distribution to be made in Cash under the Plan shall be made by check drawn on a domestic bank or by wire transfer from a domestic bank. Cash payments to foreign creditors may be made, at the option of Reorganized CranGrow or the Committee, as applicable, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

i. **Fractional Plan Distributions.** Notwithstanding anything to the contrary contained herein, no Plan Distributions of fractions of dollars will be made. Fractions of dollars shall be rounded to the nearest whole unit, with any amount equal to or less than one-half dollar to be rounded down.

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j. **De Minimis Distributions.** No Distribution of less than Twenty-Five Dollars (\$25) need be made to any holder of an Allowed Claim. Such undistributed amount may be retained by Reorganized CranGrow or the Committee, as applicable, to be distributed at the time of final Distributions to holders of such Allowed Claims in accordance with the Plan, but only to the extent that the aggregate final Distribution on account of such Allowed Claim would equal or exceed Ten Dollars (\$10).

k. **Maximum Distribution.** In no event shall any holder of any Allowed Claim receive Distributions under the Plan in excess of the Allowed amount of such Claim.

5.13 **Compliance with Tax Requirements.**

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

not the obligation, not to make a Distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. Reorganized CranGrow may require, as a condition to receipt of a Distribution, that the holder of an Allowed Claim complete and return a Form W-8 or W-9, as applicable to each such holder. If Reorganized CranGrow makes such a request and the holder fails to comply before the date that is 180 days after the request is made, the amount of such Distribution shall irrevocably revert to Reorganized CranGrow, and any Claim in respect of such Distribution shall be discharged and forever barred from assertion against Reorganized CranGrow or its property.

5.14 Exemption From Certain Transfer Taxes.

Pursuant to section 1146 of the Bankruptcy Code, (a) the issuance, transfer, or exchange of any securities, instruments, or documents; (b) the creation of any Lien, mortgage, deed of trust, or other security interest; (c) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan, including, without limitation, any deeds, trusts, bills of sale, or assignments executed in connection with any of the transactions contemplated under the Plan or the reinvesting, transfer, or sale of any real or personal property of the Debtor pursuant to, in implementation of, or as contemplated in the Plan; and (d) the issuance, renewal, modification, or securing of indebtedness by such means, and the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee, or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales tax, use tax, or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, city, or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

5.15 Surrender and Cancellation of Instruments.

As a condition to receiving any Plan Distribution, except as otherwise provided by the Plan, and, for the avoidance of doubt, subject to the terms of the DIP Financing Order, any applicable CoBank Loan Documents and Exit Facility Documents, the holder of an Allowed Claim shall surrender all certificates or instruments representing such Claim and to execute and deliver such other documents as may be necessary to effectuate the Plan. Such certificates or instruments shall thereafter be cancelled and extinguished. Reorganized CranGrow shall have the right to withhold any Plan Distribution to be made to or on behalf of any holder of such Allowed Claims unless and until such certificate or instruments are surrendered, or unless any relevant holder provides Reorganized CranGrow with an affidavit of loss or such other documents as may be required by Reorganized CranGrow together with an appropriate indemnity in the customary form. Any such holder who fails to surrender such certificate or interest or otherwise fails to deliver an affidavit of loss and indemnity prior to the first anniversary of the Effective Date, shall forfeit its Claim and shall not participate in any Plan Distribution. All property in respect of such forfeited Claims shall revert to Reorganized CranGrow.

5.16 Continued Existence of the Estate

a. The Debtor shall continue to serve as the representative of the Estate and the Estate shall continue in existence from and after the Confirmation Date and until the Effective Date. On and after the Effective Date, Reorganized CranGrow shall be the Estate representative until all payments and Distributions to the holders of Allowed Claims shall have been made under the Plan and a final decree pursuant to Rule 3022 of the Bankruptcy Rules is entered. From and after the Confirmation Date, the Estate shall remain in existence and the Debtor until the Effective Date, or Reorganized CranGrow thereafter, shall administer the Estate in accordance with the provisions of the Plan, the Bankruptcy Code and the Bankruptcy Rules.

b. From and after the Confirmation Date until the Effective Date, the Debtor's professionals shall receive such compensation as may be approved by the Debtor. The Debtor shall be entitled to retain legal counsel and such other professionals as authorized by the Court to complete the retained matters, the fees and expenses of which shall be entitled to payment, in the manner authorized herein as Administrative Expense Claims. Such fees and expenses shall be paid monthly after invoices are submitted to the Debtor. Any objection to the payment of such fees and expenses by the Debtor must be made in writing within thirty (30) days after the invoices are submitted to the Debtor. If a timely objection to such fees and expenses are made, a hearing on that portion of the fees and expenses subject to the objection shall be held before the Bankruptcy Court, and the fees and expenses subject to the objection shall be paid only in the amount allowed by the Court, and that portion which is not subject to the objection shall be paid by the Debtor. Reorganized CranGrow may retain the Debtor's professionals to address matters arising from or relating to the Plan.

c. The fee and expense review procedures set forth above are separate and apart from the fee and expense review procedures that may be performed by the United States Trustee. From and after the Effective Date, Reorganized CranGrow may retain and compensate professionals it deems appropriate and necessary to carry out Reorganized CranGrow's obligations under the Plan without Bankruptcy Court approval.

ARTICLE VI **ACCEPTANCE OR REJECTION OF THE PLAN**

6.1 Voting of Claims.

Each holder of an Allowed Claim in Classes 2, 4 and 5 shall be entitled to vote to accept or reject the Plan.

6.2 Presumed Acceptances of Plan.

Classes 1 and 3 are unimpaired under the Plan and, therefore, are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

6.3 Presumed Rejection of Plan.

Classes 6 and 7 are impaired under the Plan deemed to reject the Plan.

6.4 Cramdown.

The Debtor requests that, in the event an impaired Class of Claims accepts the Plan, the Bankruptcy Court confirm the Plan in accordance with the provisions of section 1129(b) of the Bankruptcy Code as to any impaired Class or Classes notwithstanding the actual rejection by such Class or Classes.

6.5 One Vote for Holders.

If a holder of a Claim holds more than one Claim in any one Class, all Claims of such holder in such Class shall be aggregated and shall be one Claim for purposes of determining the number of Claims voting for or against the Plan.

ARTICLE VII **PROVISIONS FOR TREATMENT OF DISPUTED CLAIMS**

7.1 Objections to Claims: Prosecution of Disputed Claims.

Unless otherwise ordered by the Bankruptcy Court, objections to Claims must be filed on or before the later of 60 days following (a) the Effective Date or (b) the applicable Claims Bar Date for

such Claim. The Court may enter an order extending this deadline for cause shown.

7.2 Estimation of Claims.

Unless otherwise limited by an order of the Bankruptcy Court, after the Effective Date, Reorganized CranGrow may at any time request the Bankruptcy Court to estimate for final Distribution purposes any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Claim had previously been subject to any objection, and the Bankruptcy Court will retain jurisdiction to consider any request to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. Unless otherwise provided in an order of the Bankruptcy Court, in the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court; provided, however, that, if the estimate constitutes the maximum limitation on such Claim, Reorganized CranGrow may elect to pursue supplemental proceedings to object to any ultimate allowance of such Claim; and, provided, further, that the foregoing is not intended to limit the rights granted by section 502(j) of the Bankruptcy Code. All of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and not necessarily exclusive of one another.

7.3 Contingent Claims.

Until otherwise determined to be an Allowed Claim or a disallowed Claim, all contingent Claims including, without limitation, Claims for reimbursement or contribution or Claims asserted based on a right of subrogation under Bankruptcy Code section 509 shall be treated as Disputed and valued at \$0.00 for all purposes under the Plan.

7.4 Allowance of Disputed Claims.

At such time as a Disputed Claim becomes an Allowed Claim, Reorganized CranGrow or the Committee, as applicable, shall distribute to the holder thereof the Distributions, if any, to which such holder is then entitled under the Plan. Such Distribution, if any, shall be made as soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing such Disputed Claim becomes a Final Order but in no event more than sixty (60) days thereafter. For the avoidance of doubt, if any portion of a Claim or Administrative Expense Claim is Disputed, no payment or Distribution provided hereunder shall be made on account of the undisputed portion of such Claim or Administrative Expense Claim unless and until the Disputed portion becomes Allowed, is disallowed by Final Order, or is otherwise resolved.

7.5 Settlement of Objections to Claims After Effective Date.

From and after the Effective Date, Reorganized CranGrow and, solely with respect to Claims in Class 4, the Committee may litigate to judgment, propose settlements of, or withdraw objections to, all pending or filed Disputed Claims, ~~and,~~ Reorganized CranGrow, and, solely with respect to Claims in Class 4, the Committee may settle or compromise any Disputed Claim ~~without,~~ without a hearing and without approval of the Bankruptcy Court.

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7.6 Interest.

To the extent that a Disputed Claim becomes an Allowed Claim after the Effective Date, the holder of such Claim shall not be entitled to any interest thereon.

ARTICLE VIII **TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

8.1 Assumption and Assignment of Executory Contracts and Unexpired Leases.

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On the Effective Date, and except as otherwise provided by the Plan, pursuant to sections 365(a), 365(b), 363(f), and 1123(b)(2) of the Bankruptcy Code, Reorganized CranGrow shall assume all executory contracts and unexpired leases specifically designated on an exhibit to the Plan Supplement which exhibit may be amended in accordance with the Plan and shall include, without limitation, the following: (a) the Freezer Agreement ~~and~~, (b) that certain Lease Agreement with Farm Credit Leasing Services Corporation dated as of September 19, 2016, and all schedules thereto, and (c) that certain Real Estate Lease effective as of January 20, 2016, with Castle Rock Cranberry Bogs, LLC, or its assigns, and Warrens Cold Storage, LLC. Reorganized CranGrow shall also continue to perform under that certain post-petition Lease Agreement with Farm Credit Leasing Services Corporation related to certain storage bins and dated on or around September 25, 2017, including its Schedule A dated November 7, 2017. Notwithstanding the foregoing, the Debtor shall be permitted to add or remove, and reserves its rights to add or remove, all executory contracts and unexpired leases designated for assumption in the Plan Supplement. The listing of a document in the Plan Supplement shall not and does not constitute an admission by the Debtor that such document is an executory contract or an unexpired lease or that the Estate or the Debtor has any liability thereunder. Except as may otherwise be agreed to by the parties, within sixty (60) days after the Effective Date, Reorganized CranGrow shall Cure any and all undisputed defaults under the executory contracts and unexpired leases designated in the Plan Supplement by paying the Cure amount set forth therein or as otherwise determined by the Bankruptcy Court or agreed to by the parties. All disputed defaults that are required to be Cured shall be Cured either within sixty (60) days of the entry of a Final Order determining the amount, if any, of the Estate's liability with respect thereto, or as may otherwise be agreed to by the parties. In the event that a Cure is determined by the Bankruptcy Court to be in an amount that, in Reorganized CranGrow's judgment renders assumption of the applicable executory contract or unexpired lease to be improvident, then Reorganized CranGrow shall have the right to reject such contract or lease upon written notice to the counterparty, and the counterparty shall have thirty (30) days from the date of such notice to file any Rejection Claim.

8.2 Rejection of Executory Contracts and Unexpired Leases.

Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtor or the Estate and any Person or Entity are rejected as of the Effective Date, except for any executory contract or unexpired lease (a) that has been assumed pursuant to an order of the Bankruptcy Court entered prior to the Effective Date and for which the motion was filed prior to the Confirmation Date; (b) as to which a motion for approval of the assumption or rejection of such executory contract or unexpired lease has been filed prior to the Confirmation Date; or (c) that is specifically designated on specifically designated on an exhibit to the Plan Supplement; provided, however, that the Debtor may, on or prior to the Confirmation Date, to amend the Plan to delete any executory contract or unexpired lease from the exhibit to the Plan Supplement or add any executory contract or unexpired lease to the exhibit to the Plan Supplement, in which event such executory contract(s) or unexpired lease(s) are, respectively, rejected or assumed; provided further, however, that the respective party or parties to such executory contract(s) shall be given notice of such amendment and shall be provided an opportunity to object to such amendment. For avoidance of doubt, the Patron Membership Agreement of each Patron Member and any similar agreement with each Non-Patron Preferred Shareholders, except as otherwise provided in this Plan or in the Plan Supplement, to the extent it constitutes an executory contract and permissible under applicable law, shall be rejected on the Effective Date.

8.3 Approval of Assumption and Assignment and Rejection of Executory Contracts and Unexpired Leases.

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute the approval, pursuant to sections 365(a), 365(f) and 1123(b)(2) of the Bankruptcy Code, (a) of the assumption and assignment of the executory contracts and unexpired leases assumed or assumed and assigned pursuant to the Plan; and (b) of the rejection of the executory contracts and unexpired

leases rejected pursuant to the Plan; provided, however, to the extent any provision of an executory contract or unexpired lease to be assumed under the Plan limits the Debtor's ability to assume or assume and assign such executory contract or unexpired lease, the effectiveness of such provision shall be limited or nullified to the full extent provided in section 365(f) of the Bankruptcy Code. Unless otherwise indicated, all assumptions or rejections of executory contracts and unexpired leases in the Plan are effective as of the Effective Date.

8.4 Objections.

Any party wishing to object to the assumption or assumption and assignment of any executory contract or unexpired lease hereunder, including any proposed Cure, if any, set forth in the applicable exhibit to the Plan Supplement, must file an objection with the Bankruptcy Court by the deadline to object to Confirmation of the Plan and such dispute shall be resolved by the Bankruptcy Court. **Any counterparty that does not object to the assumption or the proposed Cure, if any, set forth in the applicable exhibit to the Plan Supplement, of its executory contract or unexpired lease under the Plan by the deadline established in this section 8.4 shall be deemed to have consented to such assumption or Cure and any Claim for Cure, for compensation, adequate assurance, adequate assurance of future performance, or other right, issue, or Claim under section 365 of the Bankruptcy Code, are fully satisfied, released, and discharged and forever barred from assertion and shall not be enforceable against Reorganized CranGrow without the need for any objection by Reorganized CranGrow, or further notice to or action, order or approval of the Bankruptcy Court or any other entity, and any Claim for Cure for compensation, adequate assurance, adequate assurance of future performance, or other right, issue, or Claim under section 365 of the Bankruptcy Code, are fully satisfied, released and discharged upon payment of the amount, if any, listed on the applicable exhibit to the Plan Supplement, notwithstanding anything included in the Schedules or in any proof of claim to the contrary; provided, however, that nothing shall prevent Reorganized CranGrow from paying any Cure amount despite the failure of the relevant counterparty to timely file such request or objection for payment of such Cure. Reorganized CranGrow also may settle any Cure without further notice to or action, order or approval of the Bankruptcy Court or any other entity.**

8.5 Rejection Claims.

a. **Treatment.** Any Rejection Claim shall be classified as a General Unsecured Claim. For avoidance of doubt, any assertion of any rights, including rights to payment, arising out of or related to the ownership of Interests granted under a Patron Membership Agreement, Non-Patron Shareholder agreement or any other contract that are rejected shall not be a Rejection Claim.

b. **Rejection Bar Date.** Rejection Claims arising out of the rejection of an executory contract or unexpired lease pursuant to the Plan must be filed with the Bankruptcy Court and served upon Reorganized CranGrow on or before the Rejection Claims Bar Date which is, with the exception of any bar date which already has been established by Bankruptcy Court order, the earlier of: (a) thirty (30) days following the Effective Date; or (b) with respect to an executory contract or unexpired lease rejected before the Confirmation Date pursuant to a Final Order, thirty (30) days following the entry of such Final Order. All such Claims not filed within such time shall be forever barred from assertion against the Estate, or Reorganized CranGrow and its property, and shall be disallowed in full, released and discharged.

ARTICLE IX **EFFECTIVENESS OF THE PLAN**

9.1 Conditions Precedent to the Confirmation of the Plan.

The following are conditions precedent to the Confirmation of the Plan:

a. **Disclosure Statement Order.** The Bankruptcy Court shall have entered the Disclosure Statement Order.

b. **Confirmation Order.** The Bankruptcy Court shall have entered a Confirmation Order providing, among other things, approval and authorization for Reorganized CranGrow to enter into the Graceland Facility Lease and Support Agreement and the Graceland Supply Agreement, and to consummate the transactions provided thereunder.

c. **Forms of Orders.** The Confirmation Order, the Plan, and the Disclosure Statement Order, and the documents in connection therewith, each shall be in form and substance reasonably satisfactory to the Debtor, the Participating Patron Members and Graceland.

9.2 Conditions Precedent to the Effective Date of the Plan.

The following are conditions precedent to the Effective Date of the Plan:

a. The Confirmation Order shall have entered and no stay of the Confirmation Order shall then be in effect.

b. All authorizations, consents, and approvals determined by Reorganized CranGrow to be necessary to implement the terms of the Plan shall have been obtained.

c. The Debtor shall have sufficient funds on hand to pay, or otherwise accord the treatment under the Plan, to all Administrative Expense Claims, Priority Non-Tax Claims and Secured Claims in Class 3 that are Allowed or are projected by the Debtor to be Allowable.

d. The Debtor and Graceland shall have executed, and the Bankruptcy Court shall have approved, Reorganized CranGrow's entry into each of the Graceland Agreements.

e. The Debtor shall have received elections from Patron Members and Potential Patron Members to be Participating Patron Members who, in aggregate, will be able to deliver at minimum, 20 million pounds of cranberries annually commencing in 2018.

f. The Debtor shall have transferred the Unsecured Creditor Recovery Reserve and the preserved Committee Avoidance Actions to the Committee.

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9.3 Effect of Non-Occurrence of the Effective Date.

If the Effective Date does not occur, the Plan shall be null and void and nothing contained in the Plan shall:(a) constitute a waiver or release of any pending Causes of Action or Claims against the Debtor or any Interest of any Patron Member or Non-Patron Shareholder; (b) prejudice in any manner the rights of the Debtor or the Patron Members or the Non-Patron Shareholders; or (c) constitute an admission, acknowledgement, offer, or undertaking of any manner by the Debtor, the Non-Patron Preferred Shareholders or the Patron Members.

ARTICLE X **EFFECTS OF CONFIRMATION**

10.1 Vesting of Assets

a. As of the Effective Date, the property of the Debtor, including, without limitation, all Retained Claims, shall vest in Reorganized CranGrow, subject to the terms of the Plan.

b. From and after the Effective Date, Reorganized CranGrow may operate its business and may use, acquire, and dispose of its assets and property free of any restrictions of the Bankruptcy Code, but in accordance with the provisions of the Plan.

c. As of the Effective Date, all assets of the Debtor and the Estate, as of the occurrence of the Effective Date shall be free and clear of all Claims, Liens, encumbrances, charges, and other interests, except as specifically provided in the Plan or the Confirmation Order. For avoidance of doubt, the terms of the CoBank DIP Financing Order and the liens granted under the CoBank Loan Documents shall remain unaltered by this Plan unless otherwise provided in any Exit Financing Documents or ordered by the Bankruptcy Court.

10.2 Binding Effect.

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and to the fullest extent permitted by section 1141 of the Bankruptcy Code, on and after the Effective Date, the provisions of the Plan shall bind any holder of a Claim against, or Interest in, Reorganized CranGrow or the Estate and their respective successors and assigns, whether or not the Claim or Interest of such holder is impaired under the Plan and whether or not such holder has accepted the Plan.

10.3 Discharge of Claims and Termination of Interests.

To the maximum extent provided by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the Distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Patron Member Interests, Non-Patron Shareholder Interests, and Causes of Action of any nature whatsoever, including any guarantees under and any interest accrued on any Claims, Patron Member Interests, Non-Patron Shareholder Interests and Causes of Action from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim or Proof of Interest based upon such debt, right, or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor with respect to any Claim or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

Pursuant to Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided pursuant to the Plan, including, without limitation, the Participating Patron Member Contributions, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any Distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtor, its Estate, and holders of Claims and Interests, and is fair, equitable, and reasonable, and has been entered in good faith by all parties thereto.

10.4 Plan Releases.

Without limiting any other applicable provisions of, or releases contained in, this Plan, pursuant to section 1123(b) of the Bankruptcy Code, on and after the Effective Date, to the fullest extent permitted by law, the Debtor, on behalf of itself and Reorganized CranGrow, the Estate and its successors, assigns and any and all Entities who may purport to claim by, through, for or because of them, shall, for good and valuable consideration, forever release, waive and discharge all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, that they have, had or may have against any Released Party with respect to (x) the Chapter 11 Case, the Debtor or the Estate or (y) the negotiation, consideration, formulation, preparation, dissemination, implementation, Confirmation or consummation of this Plan, the Exhibits, the Disclosure Statement, the Graceland Agreements, the Exit Facility, or any other transactions proposed in connection with the Chapter 11 Case, or any Distributions made under or in connection with this Plan, or any contract, instrument, release or other agreement or document created or entered into or any other act taken or omitted to be taken in connection therewith or in connection with any other obligations arising under this Plan or the obligations assumed hereunder; provided, however, that the foregoing provisions of this Section 10.4 shall not affect (a) the liability of any Released Party that otherwise would result from any act or omission to the extent that act or omission subsequently is determined in a Final Order to have constituted gross negligence or willful misconduct (including fraud), (b) any rights to enforce this Plan or the other contracts, instruments, releases, agreements or documents to be, or previously, entered into or delivered in connection with this Plan, (c) any obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (d) except as otherwise expressly set forth in this Plan, any objections by the Debtor and the Committee (solely with respect to Claims in Class 4) to Claims or Interests filed by any Entity against the Debtor and/or the Estate, including rights of setoff, refund or other adjustments, (e) the rights of the Debtor and the Committee (solely with respect to Claims in Class 4) to assert any applicable defenses in litigation or other judicial proceedings, and (f) any claim of the Debtor, including (but not limited to) cross-claims or counterclaims or other Causes of Action against any Persons, arising out of or relating to actions for personal injury, wrongful death, property damage, products liability or similar legal theories of recovery to which the Debtor is a party. In addition, all Non-Committee Avoidance Actions, in the business judgment of the Debtor, are not preserved and shall not be prosecuted under the Plan, and shall be waived by the Debtor in conjunction with confirmation of the Plan.

~~For avoidance of doubt, Avoidance Actions, if any, against any Participating Patron Member and against any of the Debtor's Professionals are waived and released under this Plan.~~

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Plan Releases, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Plan Releases are: (a) in exchange for the good and valuable consideration provided by the Released Parties and the Participating Patron Members; (b) a good faith settlement and compromise of the claims released by the Plan Releases; (c) in the best interests of Reorganized CranGrow, the Debtor and its Estate, and all holders of Claims and Patron Member and Non-Patron Shareholder Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; (f) a bar against Reorganized CranGrow or its Estate from asserting any claim or Cause of Action released pursuant to the Plan Releases; and (g) a bar against the prosecution of any Avoidance Action by the Committee against any Participating Patron Member, any of the Debtor's Professionals and any of the Debtor's Professionals, current directors and officers.

10.5 Exculpation.

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur

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any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan, or consummating the Plan, the Disclosure Statement, the Chapter 11 Case or any contract, instrument, release or other agreement, or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtor; provided, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement; provided, further, that the foregoing Exculpation shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence, bad faith, or willful misconduct.

10.6 Injunction.

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims, interests, or Liens that have been discharged pursuant to section 10.3, released pursuant to section 10.4, or are subject to Exculpation pursuant to section 10.5 are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, Reorganized CranGrow, or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has timely asserted such setoff right prior to the Effective Date in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

In addition, under this Plan, CoBank shall forbear from exercising any and all of its rights under the Guarantee Guaranty Agreements as to the guarantors under such agreements who vote in favor of the Plan and otherwise comply with any applicable terms on Exhibit B to this Plan, so long as the Debtor and Reorganized CranGrow do not default or fail to satisfy any condition or obligation affecting CoBank under this Plan or the Exit Facility Documents, including, without limitation, (i) facilitating the timely extension of any letter of credit supporting the Guaranty Agreements and (ii) payment of the Allowed Secured Claim of CoBank in Class 2 under this Plan, subject to any other applicable terms and conditions of any Exit Facility Documents.

10.7 Preservation of Retained Claims.

Except as expressly provided in this Plan, including, without limitation, with respect to the Non-Committee Avoidance Actions which are not preserved and are waived under this Plan, nothing contained in this Plan or the Confirmation Order shall waive or relinquish any rights and Retained Claims that the Debtor or the Estate may have under any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including, without limitation, (a) all Causes of Action and Avoidance Actions—(except as to the Released Parties, Participating Patron Members and the Debtor's Professionals, as applicable Non-Committee Avoidance Actions and Committee Avoidance Actions which are vested in the Committee under this Plan); (b) any and all claims against any Person or Entity

to the extent such Person or Entity asserts a crossclaim, counterclaim, and/or claim for setoff, recoupment, or which seeks any affirmative relief, in any form or manner whatsoever, against Reorganized CranGrow, the Debtor or the Estate, and their respective officers, directors, or representatives; (c) the turnover of any property of the Estate; (d) all claims against current or former insiders, officers, directors, members and employees of the Debtor; (e) all claims against creditors of the Debtor or counterparties to executory contracts or unexpired leases; and (f) all claims for offsets or reimbursements against the Debtor's vendors, suppliers and/or customers. All Except as otherwise provided in the Plan, including, without limitation, with respect to the Non-Committee Avoidance Actions which are not preserved and are waived under this Plan, all Retained Claims are hereby preserved for the Debtor, the Estate and Reorganized CranGrow as applicable under this Plan, and shall continue to remain valid after the Effective Date.

Except as expressly provided in this Plan, nothing contained in this Plan or the Confirmation Order shall waive or relinquish any of the rights of the Committee to prosecute the Committee Avoidance Actions, as vested in the Committee under this Plan.

No Person or Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Retained Claims against them as any indication that Reorganized CranGrow and the Committee (solely with respect to Claims in Class 4) will not pursue any and all available Causes of Action against them. Except as expressly provided otherwise herein, the Estate ~~and~~, Reorganized CranGrow and the Committee, as applicable under this Plan, expressly reserve all rights to prosecute any and all Causes of Action and Claim objections against any Person or Entity, including, without limitation, all Persons and Entities listed in Item Nos. 3 and 40 of the Debtor's Statement of Financial Affairs and all Persons and Entities who are parties in the Jensen Litigation, and any and all affiliates thereto.

10.8 Prosecution of Committee Avoidance Actions

On the Effective Date, the Committee Avoidance Actions shall vest in the Committee. The Committee shall have the exclusive right to prosecute, settle, or abandon all of such actions as the sole representative of the Estate with respect to such actions. The Committee shall hold all investigation rights for acts, events, or omissions occurring on or before the Effective Date pertaining to such actions. The ability of the Committee to bring or prosecute such actions shall begin upon the Effective Date and shall be deemed to have expired or otherwise be waived on the date that is two (2) years following the Effective Date unless otherwise extended for cause by the Bankruptcy Court.

The Committee shall not prosecute any Avoidance Actions against any Participating Patron Members and any of the Debtor's Professionals, directors and officers, and shall release and waive prosecution of all Avoidance Actions against all Participating Patron Members and any of the Debtor's Professionals, officers and directors in consideration for the agreement and contributions of such Persons under this Plan. In addition, the prosecution of any claims, including any Avoidance Actions, against CoBank shall be waived and released pursuant to the Exit Facility Documents.

10.9 Terms of Injunctions or Stays

Unless otherwise provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Case under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in such applicable order.

10.10 Third Party Agreements: Subordination

Except as expressly Allowed or provided otherwise under the Plan, the right of the Debtor to seek subordination of any Claim pursuant to section 510 of the Bankruptcy Code is fully reserved for the benefit of Reorganized CranGrow.

~~10.10~~**10.11 Dissolution Limited Role of the Committee: Dissolution.**

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On the ~~later of (a) the~~ Effective Date, the Committee shall be appointed as representative of the Estate pursuant to Section 1123 of the Bankruptcy Code solely with respect to (i) the prosecution of the Committee Avoidance Actions; (ii) objections to Claims solely with respect to Claims in Class 4, and (iii) acting as disbursing agent solely with respect to Claims in Class 4, and the Committee shall have no other rights, duties, powers or (b) such date on which the Committee has satisfied its duties under this Plan, if any purpose other than the investigation and prosecution of the Committee Avoidance Actions and objections to Claims solely with respect to Claims in Class 4. After the expiration of the right to bring or prosecute the Committee Avoidance Actions and objections to Claims solely with respect to Claims in Class 4, the Committee shall be dissolved and the members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Case. The Committee shall have authority to retain professionals to accomplish the goals and execute its duties and obligations set forth specifically in this section and generally in this Plan.

~~10.11~~**10.12 Substantial Consummation.**

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

ARTICLE XI
RETENTION OF JURISDICTION

11.1 Jurisdiction of Bankruptcy Court.

The Bankruptcy Court shall retain exclusive jurisdiction of all matters arising under, arising out of, or related to, the Chapter 11 Case and this Plan pursuant to, and 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 motions for the assumption, assumption and assignment, or rejection of executory contracts or unexpired leases and the allowance of any Claims resulting therefrom;
- b. To determine any and all pending adversary proceedings, applications, and contested matters relating to the Chapter 11 Case;
- c. To hear and determine any objection to any Claims;
- d. To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated;
- e. To issue such orders in aid of execution of the Plan to the extent authorized by section 1142 of the Bankruptcy Code;
- f. To consider any modifications of the Plan, to cure any defect or omission or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
- g. To hear and determine all applications for compensation and reimbursement of expenses of professionals under sections 330, 331, and 503(b) of the Bankruptcy Code;

h. To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, the Graceland Agreements, or any agreement, instrument, or other document governing or relating to any of the foregoing;

i. To hear and determine all disputes involving the existence, scope, nature or otherwise of the releases, discharges, injunctions, and Exculpations granted under this Plan, the Confirmation Order, or the Bankruptcy Code;

j. To recover all assets of the Debtor and property of the Estate wherever located;

k. To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code filed, or to be filed, with respect to tax returns for any and all taxable periods ending after the Petition Date);

l. To hear all matters relating to the Plan, including, but not limited to, all matters relating to the releases, Exculpation, and injunction granted thereunder or the Bankruptcy Code;

m. To hear any other matter consistent with the provisions of the Bankruptcy Code;

n. To issue injunctions and effect any other actions that may be necessary or desirable to restrain interference by any entity with the consummation or implementation of the Plan; and

o. To enter a final decree closing the Chapter 11 Case.

ARTICLE XII **MISCELLANEOUS PROVISIONS**

12.1 Modification of Plan.

The Debtor reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan at any time prior to the entry of the Confirmation Order. After the entry of the Confirmation Order, the Debtor may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan. A holder of an Allowed Claim that is deemed to have accepted the Plan accepts the Plan as modified if the proposed modification does not materially or adversely change the treatment of the Claim of such holder.

12.2 Withdrawal or Revocation.

The Debtor may withdraw or revoke the Plan at any time prior to the Confirmation Date. If the Debtor revokes or withdraws the Plan prior to the Confirmation Date, or if the Confirmation Date does not occur, then the Plan is null and void. In such event, nothing contained herein or in the Disclosure Statement constitutes a waiver or release of any Causes of Action, or Claim by or against the Debtor or the Estate or any other Person or to prejudice in any manner the rights of the Debtor or any other Person in any further proceedings involving the Debtor.

12.3 Courts of Competent Jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of this Plan, such abstention, refusal, or failure

of jurisdiction 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.

12.4 Notices.

Any notices to or requests of the Debtor or Reorganized CranGrow by parties in interest under or in connection with the Plan shall be in writing and served either by (a) certified mail, return receipt requested, postage prepaid; (b) hand delivery; or (c) reputable overnight delivery service, all charges prepaid, and shall be deemed to have been given when received by the following parties:

Cranberry Growers Cooperative
23929 Aspen Avenue
Warrens, WI 54666
email: wmar@scpllc.com
Attention: Winston Mar

and

Dorsey & Whitney LLP
Kearns Building
136 South Main Street, Suite 1000
Salt Lake City, UT 84101-1685
email: jarvis.annette@dorsey.com
hunt.peggy@dorsey.com
Attention: Annette Jarvis
Peggy Hunt

12.5 Severability.

In the event that the Bankruptcy Court determines, prior to the Confirmation Date, that any provision of the Plan is invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.6 Construction.

In the event of any conflict between the terms of the Plan and the Disclosure Statement, the terms of the Plan shall control. In the event of any conflict between the terms of the Plan and the Confirmation Order, the terms of the Confirmation Order shall control.

12.7 Governing Law.

Except to the extent the Bankruptcy Code or Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin without giving effect to the principles of conflicts of law thereof.

12.8 Headings.

Headings are used in the Plan for convenience and reference only, and shall not constitute a part

of the Plan for any other purpose.

12.9 Exhibits.

All Exhibits and schedules to the Plan are incorporated into and are a part of this Plan as if set forth in full herein.

12.10 Successors and Assigns.

All the rights, benefits, and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and/or assigns of such Person.

12.11 Setoff/Recoupment Rights.

Reorganized CranGrow may, but shall not be required to, set off or recoup against any Allowed Claim and the Distributions to be made pursuant to the Plan in respect of such Allowed Claim, the claims, of any nature whatsoever that Reorganized CranGrow may have against the holder of such Allowed Claim, but neither the failure to set off or recoup, nor the allowance of any Claim under the Plan, shall constitute a waiver or release of any Claims that the Debtor, the Estate or Reorganized CranGrow may have against the holder of any Claim.

12.12 Final Decree.

After the Plan has been fully administered, Reorganized CranGrow shall file a motion seeking a final decree pursuant to section 350 of the Bankruptcy Code, Bankruptcy Rule 3022, and any applicable Local Rule.

Dated: December 8~~19~~, 2017

/s/ Annette Jarvis

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