



IT IS ORDERED as set forth below:

Date: October 18, 2012

**Paul W. Bonapfel
U.S. Bankruptcy Court Judge**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:)	Chapter 11
)	
CGLA LIQUIDATION, INC., f/k/a Cagle's,)	Case No. 11-80202-PWB
Inc.,)	
CF LIQUIDATION, INC., f/k/a Cagle's)	
Farms, Inc.)	
)	
Debtors.)	Jointly Administered
)	
)	

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
CONFIRMING THE AMENDED AND RESTATED CHAPTER 11 PLAN
DATED AS OF SEPTEMBER 6, 2012 FILED BY THE DEBTORS**

CGLA Liquidation, Inc. (f/k/a Cagle's, Inc.) and CF Liquidation, Inc. (f/k/a Cagle's Farms, Inc.), the debtors and debtors in possession herein (collectively, the "Debtors"), filed with this Court their voluntary petitions for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), on October 19, 2011 (the "Petition Date"). On September 6, 2012, the Debtors filed their *Amended and Restated Plan of Liquidation for Cagle's, Inc. and Cagle's Farms, Inc., Dated the 6th day of September, 2012* [Docket No. 847]



(as amended and modified to date, the “Plan”) and the *Amended and Restated Disclosure Statement for Amended and Restated Plan of Liquidation Filed by Cagle’s, Inc. and Cagle’s Farms, Inc., dated September 6, 2012* [Docket No. 846] (the “Disclosure Statement”).¹

Following a hearing on September 6, 2012, to consider the adequacy of the Disclosure Statement, the Court entered the *Order Approving (I) the Disclosure Statement; (II) Procedures for the Solicitation and Tabulation of Votes to Accept or Reject the Plan; and (III) Related Notice and Objection Procedures* [Docket No. 848] (the “Disclosure Statement Approval Order”). The Disclosure Statement Approval Order, among other things: (i) approved the Disclosure Statement as containing “adequate information” pursuant to Section 1125 of the Bankruptcy Code; (ii) approved the solicitation procedures for the solicitation of votes on the Plan; (iii) fixed October 11, 2012 as the date by which all ballots to accept or reject the Plan must be received (the “Voting Deadline”); (iv) fixed October 11, 2012 as the last day for creditors and other parties in interest to file objections to confirmation of the Plan (the “Objection Deadline”); (v) scheduled a hearing to consider confirmation of the Plan for October 18, 2012; and (vi) prescribed the form and manner of notice with respect to the foregoing.

The Plan provides for equitable and early Distributions to creditors of the Debtors and preserves the value of the Estates. The Debtors and the Committee believe that the Plan represents the best opportunity to distribute the Estates’ cash to creditors at the earliest possible date, and the Debtors anticipate that all of their creditors will be paid in full, in cash, and that holders of common stock in Cagle’s will receive substantial cash distributions.

¹ All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Plan.

The Confirmation Hearing was held on October 18, 2012. After having conducted the Confirmation Hearing, reviewed any objections, considered the evidence, exhibits, and records, and considered any remaining objections and arguments of counsel,

THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:

A. Jurisdiction. The Court has jurisdiction over the Bankruptcy Cases and the subject matter of the Confirmation Hearing pursuant to 28 U.S.C. §§ 157 and 1334. Plan confirmation is a “core proceeding” pursuant to 28 U.S.C. § 157(b)(2), and this Court has jurisdiction to enter this Confirmation Order with respect thereto. The Debtors are eligible for relief under Section 109 of the Bankruptcy Code.

B. Venue. Venue of the Bankruptcy Cases and the subject matter of the Confirmation Hearing are proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Judicial Notice. This Court takes judicial notice of the docket of the Bankruptcy Cases maintained by the Clerk of the Court, including all pleadings, all documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before this Court during the pendency of the Bankruptcy Cases, and of the claims register and proofs of claim maintained by Kurtzman Carson Consultants, LLC, the duly-appointed claims agent in these cases.

D. Voting Solicitation. In conformance with Rules 2002 and 3017 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Debtors solicited votes on the Plan by distributing the following documents to Holders of Claims in Classes 3 and 4 and Holders of Interests in Class 5: (a) the Confirmation Hearing Notice (as defined in the Disclosure Statement Approval Order); (b) a copy of the letter from J. Douglas Cagle supporting the Plan; (c) a Ballot for voting on the Plan; (d) a pre-addressed and postage paid return envelope for the Ballot; and

(e) a CD-ROM containing copies of the Disclosure Statement (which included the Plan and Liquidation Analysis as Exhibits) and the Disclosure Statement Approval Order. Holders of Claims in Classes 3 and 4 also received a copy of the letter from the Official Committee of Unsecured Creditors supporting the Plan. In addition, Ballots were supplied to each Person requesting a Ballot who did not otherwise receive a Ballot.

E. Notice. Notice of the Confirmation Hearing, the Voting Deadline, and the Objection Deadline was served in conformance with Rules 2002, 3017, and 3020, and the Disclosure Statement Approval Order was served upon creditors, Holders of Interests, and other parties in interest, as evidenced by the affidavit of service [Docket No. 907] filed with this Court. The Court finds that notice of the Plan and of the Confirmation Hearing has been reasonable, adequate, and sufficient in all respects.

F. Tabulation of Acceptances. Upon the *Certification of Angela M. Nguyen with Respect to the Tabulation of Votes on the Amended and Restated Plan of Liquidation Filed by Cagle's, Inc. and Cagle's Farms, Inc.* [Docket No. 941] (the "Ballot Declaration"), the Debtors certified that they received the requisite acceptances both in number and amount from certain classes of creditors and equity interest holders for confirmation of the Plan as required under Section 1126 of the Bankruptcy Code. As evidenced by the Ballot Declaration and based upon the record before the Court, the solicitation and tabulation of acceptances and rejections of the Plan by the Debtors, their counsel, and the Claims Agent was accomplished in a proper, fair, and lawful manner in accordance with the Disclosure Statement Order, all applicable sections of the Bankruptcy Code, and all applicable sections of the Bankruptcy Rules. Holders of Miscellaneous Secured Claims in Class 1 and Priority Claims in Class 2 are unimpaired and are, therefore, deemed to accept the Plan. Ballots were transmitted to Holders of Claims and

Interests in Classes 3, 4, and 5 (the “Voting Classes”) in accordance with the Disclosure Statement Approval Order. The Debtors solicited votes for the Plan from the Voting Classes in good faith and in a manner consistent with the Bankruptcy Code. As of the date of the Ballot Declaration, Holders of Claims and Holders of Interests entitled to vote to accept or reject the Plan voted in the numbers and percentages stated in the Ballot Declaration. At least two-thirds in dollar amount and more than one-half in number of the creditors in Classes 3 and 4 who voted on the Plan voted to accept the Plan. Holders of Interests that hold at least two-thirds in amount of the allowed Interests of Class 5 voted to accept the Plan.

G. Objection. On October 11, 2012, the Georgia Department of Revenue (the “Department”) filed an objection to confirmation of the Plan [Docket No. 933]. Prior to the Confirmation Hearing, this objection was withdrawn [Docket No. 944] and resolved. Moreover, the Debtors have agreed to amend Section 4.3 of the Plan to include the following provision: “To the extent an Allowed Tax Claim is not paid in full on the Effective Date, such Tax Claim shall be entitled to payment of interest on any unpaid amount at the rate required by law accruing from the later of: (i) the Effective Date; or (ii) the date such Tax Claim becomes Allowed.”

H. The Memorandum in Support. The Debtors filed their *Memorandum of Law in Support of Confirmation of the Debtors’ Amended and Restated Plan of Liquidation* on October 16, 2012 [Docket No. 943].

I. Reasonable Classification of Claims and Equity Interests (Section 1122 and Section 1123(a)(1), (2) and (3)). The Plan designates Claims and Interests, in compliance with Sections 1122 and 1123(a)(1)–(3) of the Bankruptcy Code, in the following five classes: Miscellaneous Secured Claims (Class 1), Priority Claims (Class 2), General Unsecured Claims (Class 3), Unsecured Convenience Claims (Class 4), and Interests in Cagle’s (Class 5). The

classification of Claims and Interests in Article II of the Plan is reasonable and necessary, has a rational, justifiable, and good faith basis, and places Claims and Interests in a particular Class where such Claims or Interests are substantially similar to the other Claims or Interests of such Class. Under the Plan, Holders of Miscellaneous Secured Claims in Class 1 and Priority Claims in Class 2 are unimpaired, and are, therefore, deemed by law to have accepted the Plan. Holders of Claims in Classes 3 and 4 are impaired. Holders of Interests in Class 5 are impaired. The Plan specifies the treatment of each impaired Class. In light of the foregoing, the Plan complies with Sections 1122 and 1123(a)(1)–(3) of the Bankruptcy Code.

J. No Discrimination (Section 1123(a)(4)). Article III of the Plan provides for all Holders of Claims and Interests within a particular Class to receive identical treatment under the Plan on account of such Claims and Interests unless such a Holder has expressly consented to less favorable treatment. The Plan, therefore, complies with Section 1123(a)(4) of the Bankruptcy Code.

K. Implementation of the Plan (Section 1123(a)(5)). Article VI and other provisions of the Plan provide adequate means for implementation of the Plan, including: (a) substantive consolidation of the Debtors and their respective Estates for all purposes relating to the Plan, including for purposes of voting, confirmation, and Distributions; (b) the continued corporate existence of the Debtors; (c) the vesting of all property of the Debtors and their Estates in the Debtors; (d) the appointment of a Liquidating Agent and the designation of the powers of the Liquidating Agent; (e) the authorization of the billing and collection of the Debtors' accounts receivable by the Liquidating Agent; (f) the cancellation of existing securities of the Debtors; (g) the authorization of necessary and appropriate corporate action; and (h) the preservation of certain Causes of Action. Article VIII of the Plan specifies the procedures by which

Distributions will be made to Holders of Allowed Claims and Allowed Interests. Accordingly, the Plan provides adequate, proper, and legal means for its implementation. The Plan, therefore, complies with Section 1123(a)(5) of the Bankruptcy Code.

L. Equity Securities (Section 1123(a)(6)). Section 1123(a)(6) of the Bankruptcy Code does not apply here because the Debtors have sold substantially all of their assets, all Interests in Cagle's will be cancelled and extinguished as of the Effective Date, and none of the Debtors' stakeholders will receive new equity in consideration for their Claims. Nonetheless, Section 7.1 of the Plan provides that the charters of the Debtors shall be amended to prohibit the issuance of nonvoting equity securities (to the extent required by the Bankruptcy Code).

M. Selection of Officers and Directors (Section 1123(a)(7)). Pursuant to Section 7.2 of the Plan, on the Effective Date: (a) the authority, power and incumbency of the persons then acting as officers and directors of the Debtors shall be terminated and such officers and directors shall be deemed to have resigned, and (b) the Liquidating Agent shall be deemed the sole officer and sole director of each Debtor and shall be deemed to have succeeded to such powers as would have been previously exercisable by the shareholders of each Debtor. Moreover, Section 6.4 of the Plan establishes the procedures for appointing a successor Liquidating Agent. Sean Harding, a Managing Director of FTI Consulting, Inc. and the Debtors' Vice President of Restructuring, has been selected as the Liquidating Agent by the Debtors, with the agreement of the Committee. Accordingly, to the extent Section 1123(a)(7) of the Bankruptcy Code is applicable, the selection of the Liquidating Agent was consistent with the interests of the Debtors' creditors and comports with public policy. The Plan, therefore, complies with Section 1123(a)(7) of the Bankruptcy Code.

N. Payment of Future Income (Section 1123(a)(8)). Section 1123(a)(8) is inapplicable because the Debtors are not individuals.

O. Impairment or Unimpairment of Claims or Interests (Section 1123(b)(1)). Article III of the Plan impairs or leaves unimpaired each class of Claims and the Class of Interests in accordance with Section 1123(b)(1) of the Bankruptcy Code. The Plan, therefore, complies with Section 1123(b)(1) of the Bankruptcy Code.

P. Assumption or Rejection of Executory Contracts and Unexpired Leases (Section 1123(b)(2)). Pursuant to Article V of the Plan, the Debtors have exercised sound business judgment in determining that all Executory Contracts and Unexpired Leases of the Debtors shall be deemed rejected by the Debtors as of the Effective Date, except for any executory contract or unexpired lease that: (a) has been previously rejected or assumed by either Debtor pursuant to an order of this Court (including all Sale Order Assumed Contracts), or (b) is the subject of a motion to assume filed by either Debtor which is pending on the Effective Date. The Plan, therefore, complies with Section 1123(b)(2) of the Bankruptcy Code.

Q. Release of Certain Causes of Action (Section 1123(b)(3)(A)). Article X of the Plan provides for certain releases. The releases contained in the Plan comply with Section 1123(b)(3)(A) of the Bankruptcy Code.

R. Pursuit of Causes of Action (Section 1123(b)(3)(B)). Section 6.9 of the Plan provides that the Debtors will retain and may (but are not required to) enforce all Causes of Action. The Plan also provides that after the Effective Date, the Liquidating Agent, in its sole and absolute discretion (except as provided in Sections 10.3 and 10.7 of the Plan), shall have the right to bring, settle, release, compromise, or enforce such Causes of Action (or decline to do any of the foregoing), without further approval of this Court. The Liquidating Agent, in the exercise

of its sole discretion, is permitted to pursue such Causes of Action so long as it is the best interests of the Debtors or any successors holding such rights of action. Pursuant to Section 6.9 of the Plan, the failure of the Debtors to specifically list any claim, right of action, suit, proceeding or other Cause of Action in the Plan does not, and will not be deemed to, constitute a waiver or release by the Estates, the Liquidating Agent or the Debtors of such claim, right of action, suit, proceeding or other Cause of Action, and the Liquidating Agent (on behalf of the Debtors) will retain the right to pursue such claims, rights of action, suits, proceedings and other Causes of Action in its sole discretion and, therefore, no preclusion doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches will apply to such claim, right of action, suit, proceeding or other Cause of Action upon or after the confirmation or consummation of the Plan. The provisions of Section 6.9 of the Plan comply with and are consistent with Section 1123(b)(3)(B) of the Bankruptcy Code. The retention and enforcement of Causes of Action (a) are an essential means of implementing the Plan, (b) are integral elements of the settlements and compromises incorporated in the Plan, and (c) confer material benefits on, and are in the best interests of, the Debtors, their estates, their stakeholders and other parties in interest.

S. Plan Compliance With Provisions of the Bankruptcy Code (Section 1129(a)(1)).

The Plan complies with all applicable provisions of the Bankruptcy Code, including Sections 1122 and 1123 of the Bankruptcy Code. The Plan, therefore, complies with Section 1129(a)(1) of the Bankruptcy Code.

T. Proponent's Compliance With Applicable Provisions of the Bankruptcy Code (Section 1129(a)(2)). The Debtors have fully complied with the provisions of Sections 1125 and 1126 of the Bankruptcy Code and with Bankruptcy Rules 3017 and 3018 regarding disclosure

and notice. The Debtors solicited acceptances of the Plan from Class 3 (General Unsecured Claims), Class 4 (Unsecured Convenience Claims), and Class 5 (Interests in Cagle's). Class 1 (Miscellaneous Secured Claims) and Class 2 (Priority Claims) are unimpaired under the Plan and, as a result, pursuant to Section 1126(f), Holders of Claims in those Classes are conclusively presumed to have accepted the Plan. The Debtors, therefore, have satisfied the applicable requirements of Section 1129(a)(2) of the Bankruptcy Code.

U. Plan Proposed in Good Faith (Section 1129(a)(3)). The Plan has been proposed in good faith and not by any means forbidden by law. The Plan was proposed by the Debtors with the intent to realize the maximum benefit for the Debtors' stakeholders. The Plan was the product of extensive arms-length negotiations among the Debtors, the Committee, and certain other parties, and the Plan is consistent with the interests of all the Estates' constituencies. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Bankruptcy Cases and the formulation of the Plan and has concluded that there is a reasonable likelihood that the Plan will achieve a result consistent with the objectives and purposes of the Bankruptcy Code. The Debtors, therefore, have satisfied the requirements of Section 1129(a)(3) of the Bankruptcy Code.

V. Payment of Costs and Expenses (Section 1129(a)(4)). Any payments made or to be made by the Debtors or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Bankruptcy Cases, or in connection with the Plan and incident to the Bankruptcy Cases, have, to the extent required by the Bankruptcy Code, the Bankruptcy Rules, or the various orders of this Court, been approved by, or are subject to the approval of, this Court as reasonable. The Plan, therefore, complies with Section 1129(a)(4) of the Bankruptcy Code.

W. Disclosure of Identities of Officers, Directors and Insiders (Section 1129(a)(5)).

Pursuant to Section 7.2 of the Plan, on the Effective Date, the Liquidating Agent shall be deemed the sole officer and sole director of each Debtor and shall be deemed to have succeeded to such powers as would have been previously exercisable by the shareholders of each Debtor. The Debtors and the Committee have agreed to the designation, as set forth in the Plan, of Sean M. Harding as the Liquidating Agent. Mr. Harding, as disclosed earlier in the Bankruptcy Cases and in the Disclosure Statement, is currently serving as the Debtors' Vice President of Restructuring and is employed by FTI Consulting, Inc. FTI Consulting, Inc. shall be compensated at a flat rate of \$500 per hour for the services performed by Mr. Harding and at the same rate for each other employee of FTI Consulting, Inc. that provides services to the Debtors from and after confirmation. Moreover, no insiders are currently or shall be employed by the Debtors. The Plan, therefore, complies with Section 1129(a)(5) of the Bankruptcy Code.

X. No Rate Change (Section 1129(a)(6)). The Plan does not provide for any rate change over which a governmental regulatory commission will have jurisdiction. Therefore, Section 1129(a)(6) of the Bankruptcy Code is not applicable to the Plan.

Y. Best Interest of Creditors (Section 1129(a)(7)). With respect to each Class of impaired Claims and Interests in the Debtors, each holder of a Claim or Interest of such Class either (a) has accepted (or is deemed to have accepted) the Plan, or (b) will receive or retain under the Plan on account of such Claim or Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would so receive or retain if the Debtors were liquidated on such date under Chapter 7 of the Bankruptcy Code. The Plan, therefore, complies with Section 1129(a)(7) of the Bankruptcy Code.

Z. Plan Acceptance (Section 1129(a)(8)). As evidenced by the Ballot Declaration, each Class has accepted the Plan or is not impaired under the Plan and thus is conclusively presumed to have accepted the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Therefore, with respect to each Class, the Plan satisfies the requirements of Section 1129(a)(8) of the Bankruptcy Code.

AA. Plan Treatment of Administrative Expense Claims, Priority Claims, and Tax Claims (Section 1129(a)(9)). The Plan satisfies the requirements of Section 1129(a)(9) of the Bankruptcy Code because, except to the extent that the Holder of a particular Claim has agreed to different treatment of such Claim, Sections 3.1.2, 3.2.2, 4.2.1, and 4.3 of the Plan provide that Administrative Expense Claims, Priority Claims, and Tax Claims shall be treated in accordance with Section 1129(a)(9) of the Bankruptcy Code.

BB. Acceptance by at Least One Impaired Class (Section 1129(a)(10)). The Plan has been accepted by Classes 3 and 4 and, therefore, has been accepted by both Classes of impaired Claims under the Plan (which acceptance has been determined without including any vote by any insider). The Plan, therefore, complies with Section 1129(a)(10) of the Bankruptcy Code.

CC. Feasibility (Section 1129(a)(11)). Except for the liquidation provided for in the Plan, confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan. The Plan, therefore, complies with Section 1129(a)(11) of the Bankruptcy Code.

DD. Payment of Fees (Section 1129(a)(12)). Section 1129(a)(12) of the Bankruptcy Code requires the payment of all fees payable under 28 U.S.C. § 1930. Section 10.8.3 of the Plan provides that: “The Debtors shall . . . pay all fees required by the Bankruptcy Code, Bankruptcy Rules, U.S. Trustee guidelines, and the rules and orders of the Bankruptcy Court.”

Moreover, Section 4.2.1 of the Plan provides for the payment in full of all Allowed Administrative Expense Claims. The Plan defines “Administrative Expense Claim” to include “all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code.” The Plan, therefore, complies with Section 1129(a)(12) of the Bankruptcy Code.

EE. Retiree Benefits (Section 1129(a)(13)). Section 1129(a)(13) of the Bankruptcy Code requires that the Plan provide “for the continuation of payment of all retiree benefits, as that term is defined in section 1114 of [the Bankruptcy Code], at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114 [of the Bankruptcy Code], at any time prior to the confirmation of the plan, for the duration of the period the debtor has obligated itself to provide such benefits.” The Debtors are not (and, as of the Petition Date, were not) obligated to provide any retiree benefits as that term is defined pursuant to Section 1114 of the Bankruptcy Code. Accordingly, Section 1129(a)(13) is inapplicable.

FF. Domestic Support Obligations (Section 1129(a)(14)). The Debtors are not individuals and they have no domestic support obligations. Section 1129(a)(14) of the Bankruptcy Code is, therefore, inapplicable.

GG. Requirements for Debtors that Are Individuals (Section 1129(a)(15)). Section 1129(a)(15) of the Bankruptcy Code only applies to individuals. The Debtors are not individuals, and Section 1129(a)(15) is, therefore, inapplicable.

HH. Transfer of Property (Section 1129(a)(16)). The Debtors are each moneyed, business, or commercial corporations. Accordingly, Section 1129(a)(16) of the Bankruptcy Code is inapplicable.

II. No Other Plan (Section 1129(c)). Other than the Plan, no reorganization plan has been filed with respect to the Debtors' Bankruptcy Cases. Therefore, the requirements of Section 1129(c) of the Bankruptcy Code have been satisfied.

JJ. Avoidance of Taxes or Application of Securities Laws (Section 1129(d)). No party in interest that is a governmental unit (as defined in the Bankruptcy Code) has objected to the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, and the Court finds this is not the principal purpose of the Plan. The Plan, therefore, satisfies the requirements of Section 1129(d) of the Bankruptcy Code.

KK. Release, Injunction and Exculpation. The release, injunction, and exculpation provisions set forth in the Plan and this Confirmation Order: (a) are within the jurisdiction of this Court under 28 U.S.C. Section 1334 of the Bankruptcy Code; (b) are each an essential means of implementing the Plan pursuant to Section 1123(a)(5) of the Bankruptcy Code; (c) are integral elements of the settlements and compromises incorporated in the Plan; (d) confer material benefits on, and thus are in the best interests of, the Debtors, their estates, their stakeholders, and other parties in interest; and (e) are, under the facts and circumstances of the Bankruptcy Cases, consistent with and permitted pursuant to Sections 105, 1123 and 1129 and all other applicable provisions of the Bankruptcy Code. Further, reasonable, adequate, and sufficient notice of and opportunity to be heard with respect to such release, injunction, and exculpation provisions have been provided under the circumstances and such notice and opportunity have complied with all provisions of the Bankruptcy Code, Bankruptcy Rules, and all other applicable rules and law, including Bankruptcy Rules 2002(c)(3), 3016(c), 3017(f) and 3020.

LL. Exemption from Transfer Taxes and Securities Laws. All transfers and issuances by the Debtors on and subsequent to the Effective Date are transfers under the Plan free from the imposition of taxes of the kind specified in Section 1146(a) of the Bankruptcy Code and are subject to the exemptions of Section 1145 of the Bankruptcy Code.

MM. Substantive Consolidation. The following facts support the Substantive Consolidation of the Debtors: (1) the Debtors used the same employees and same physical facilities in connection with conducting their businesses; (2) the Debtors have commingled their assets and business functions; (3) there exists considerable confusion among some creditors regarding which Debtor entity is appropriately liable for the creditors' Claims; (4) Cagle's Farms is a wholly owned subsidiary of Cagle's; (5) the Debtors have disregarded many corporate formalities and have conducted business under each other's names; (6) separating the liabilities and claims of the Debtors would be time consuming, difficult and costly; (7) there will be considerable savings in administrative costs by having one Disclosure Statement and Plan instead of two; and (8) the Debtors have paid each other's liabilities. Moreover, no creditor has objected to the substantive consolidation of the Debtors, and no creditor can argue that it will be prejudiced by substantive consolidation.

NN. Good Faith Solicitation. Based upon the record before the Court, the Debtors and their counsel have formulated and filed the Plan, obtained approval of the Disclosure Statement, and solicited votes on the Plan all in good faith and in compliance with the applicable provisions of the Bankruptcy Code and are entitled to the protections afforded by Section 1125(e) of the Bankruptcy Code and the exculpatory, injunctive, and release provisions set forth in the Plan.

OO. Good Faith. The Debtors and the Committee and each of their respective members, employees, officers, directors, agents, advisors, attorneys, and financial advisors, have

acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code pursuant to Sections 363(m), 1125(e), and 1129(a)(3) of the Bankruptcy Code, with respect to the administration of the Plan, the solicitation of acceptances with respect thereto, and the property to be distributed thereunder and are entitled to the protections afforded by Section 1125(e) of the Bankruptcy Code and the exculpatory, injunctive, and release provisions set forth in the Plan.

PP. Retention of Jurisdiction. The Court may properly, and hereby does, retain jurisdiction over the Debtors with respect to the matters set forth in Article XII of the Plan and paragraph 31 of this Confirmation Order.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Confirmation. The Plan shall be, and hereby is, confirmed, having met the requirements of Section 1129 of the Bankruptcy Code. Any and all objections to the Plan not previously withdrawn or resolved under the terms of this Confirmation Order are hereby overruled in their entirety. The terms of the Plan are incorporated herein and are an integral part of this Confirmation Order. The provisions of this Confirmation Order are integrated with each other and are mutually dependent and not severable.

2. Findings of Fact and Conclusions of Law. The findings of this Court set forth above and the conclusions of law stated herein shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. To the extent any provision designated herein as a finding of fact is more properly characterized to be a conclusion of law, it shall be so deemed, and vice versa.

3. Compliance with Sections 1122 and 1123 of the Bankruptcy Code. The Plan complies with the requirements of Section 1122 and 1123 of the Bankruptcy Code.

4. Plan Classification Controlling. The classification of Claims and Interests for purposes of Distributions provided for under the Plan shall be governed solely by the terms of the Plan. The classifications and amounts of Claims, if any, set forth in the Ballots tendered or returned by the Debtors' creditors in connection with voting on the Plan (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan, (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for Distribution purposes, and (c) shall not be binding on the Debtors.

5. Confirmation Hearing Record. The record of the Confirmation Hearing shall be, and hereby is, closed as of October 18, 2012.

6. Implementation of the Plan. In accordance with Section 1142 of the Bankruptcy Code, the implementation and consummation of the Plan in accordance with its terms shall be, and hereby is, authorized and approved and the Debtors, the Liquidating Agent and any other Person designated pursuant to the Plan shall be, and they hereby are, authorized, empowered, directed, and ordered to execute, deliver, file, and record contracts, instruments, releases, indentures, and other agreements or documents, whether or not such document, agreement, indenture, release, instrument, or contract is specifically referred to in the Plan or the Disclosure Statement, and to take any action necessary or appropriate to implement, effectuate, and consummate the Plan in accordance with its terms. The Debtors and the Liquidating Agent are hereby authorized and directed to make all payments and Distributions required under the Plan and to implement the Plan in all respects.

7. Binding Effect. Pursuant to Section 1141 of the Bankruptcy Code, the Plan and this Confirmation Order shall be legally binding upon and inure to the benefit of the Debtors, the Estates, the Committee, the Liquidating Agent, the Holders of Claims, the Holders of Interests,

all other parties in interest in the Bankruptcy Cases, and their respective successors and assigns. Each federal, state, commonwealth, local, or other governmental agency or department is hereby directed and ordered to accept any and all documents and instruments necessary, useful, or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan or herein.

8. Effective Date. The Effective Date shall mean the date specified by the Debtors in the Confirmation Notice (defined below) filed with this Court as the date on which the Plan shall take effect, which date shall be not more than ten (10) Business Days after the date on which the conditions to the Effective Date provided for in the Plan have been satisfied or waived by the Debtors.

9. Record Date. Pursuant to Section 1.1.68 of the Plan, the Record Date for determining the identity of Holders of Allowed Claims and Holders of Allowed Interests entitled to receive Distributions under the Plan shall be the Effective Date.

10. Administrative Bar Date (General). Except as otherwise provided in the Plan, any Person holding an Administrative Expense Claim (other than a claim for Professional Compensation) shall file a proof of such Administrative Expense Claim with the Claims Agent within sixty (60) days after the Effective Date. At the same time any Person files an Administrative Expense Claim, such Person shall also serve a copy of the Administrative Expense Claim upon counsel for the Liquidating Agent. **Any Person who fails to timely file and serve a proof of such Administrative Expense Claim shall be forever barred from seeking payment of such Administrative Expense Claim by the Debtors and the Estates.**

11. Administrative Bar Date (Professionals). Any Person seeking an award by this Court of Professional Compensation shall file a final application with this Court for allowance of

Professional Compensation for services rendered and reimbursement of expenses incurred through the Effective Date within sixty (60) days after the Effective Date. The provisions of this paragraph shall not apply to any professional providing services pursuant to, and subject to the limits contained in, the *Order Authorizing Debtors to Retain and Compensate Professionals Used in the Ordinary Course of Business* entered in the Bankruptcy Cases on November 28, 2011.

12. Amendment of the Plan (Tax Claims). The Plan is hereby amended by the addition of the following sentence to the end of Section 4.3 of the Plan:

To the extent an Allowed Tax Claim is not paid in full on the Effective Date, such Tax Claim shall be entitled to payment of interest on any unpaid amount at the rate required by law accruing from the later of: (i) the Effective Date; or (ii) the date such Tax Claim becomes Allowed.

13. Approval of Rejection of Executory Contracts and Unexpired Leases. On the Effective Date, all Executory Contracts or Unexpired Leases of the Debtors will be deemed rejected in accordance with the provisions and requirements of Sections 365 and 1123 of the Bankruptcy Code, except those Executory Contracts or Unexpired Leases that (a) have been previously rejected or assumed by either Debtor pursuant to an order of this Court (including all Sale Order Assumed Contracts), or (b) are the subject of a motion to assume filed by either Debtor which is pending on the Effective Date. The entry of this Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute the approval, pursuant to Sections 365 and 1123(b)(2) of the Bankruptcy Code, of the rejection of Executory Contracts and Unexpired Leases rejected pursuant to Section 5.1 of the Plan.

14. Bar Date for Rejection Damage Claims. **All proofs of claim with respect to Claims arising from the rejection pursuant to the Plan of any Executory Contracts or Unexpired Leases, if any, must be filed with the Claims Agent and served upon counsel for**

the Liquidating Agent within sixty (60) days after the Effective Date. All Claims arising from the rejection of Executory Contracts or Unexpired Leases that become Allowed Claims are classified and shall be treated as Class 3 General Unsecured Claims or Class 4 Unsecured Convenience Claims, as applicable. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan not filed within the time required by this section will be forever barred from assertion against the Debtors, the Estates and property of the Debtors. Notwithstanding the foregoing, a Claim for damages arising from the rejection of an Executory Contract or Unexpired Lease rejected pursuant to a different order of this Court must be filed prior to any bar date set forth in such order.

15. Substantive Consolidation. Substantive consolidation of the Debtors and their respective Estates is appropriate based upon (a) the substantial identity among the Debtors and the manner in which the Debtors historically conducted their businesses, (b) the nature of the Claims against the Debtors and the manner in which many creditors dealt with the Debtors, and (c) the lack of actual prejudice to creditors that will result from substantive consolidation. Therefore, the entry of this Confirmation Order shall constitute the approval by this Court, pursuant to Sections 105(a) and 1123(a)(5)(C) of the Bankruptcy Code, effective as of the Effective Date, of the substantive consolidation of the Debtors and their respective Estates for all purposes relating to the Plan, including for purposes of voting, confirmation, and Distributions. On the Effective Date, (a) all assets and liabilities of the Debtors will be pooled or treated as though they were pooled; (b) all guarantees by each Debtor of the obligations of the other Debtor and any joint and several liability of the Debtors shall be eliminated; (c) all Intercompany Claims shall be cancelled and extinguished without the payment of any consideration; (d) no Distributions shall be made under the Plan on account of any Interest held by Cagle's in Cagle's

Farms; and (e) each and every Claim against any Debtor shall be deemed filed against the consolidated Debtors and all Claims filed against more than one Debtor for the same liability shall be deemed one Claim against the consolidated Debtors. The consolidation of the Debtors effected by the Plan shall not (other than for purposes relating to Distributions, as set forth above) affect (i) the legal and organizational structure of the Debtors, (ii) any defense to any Claim or cause of action, or (iii) any distributions out of any insurance policy or proceeds of such policy.

16. Vesting of the Debtors' Assets. All property of the Debtors and their Estates shall vest automatically in the Debtors on the Effective Date (without the necessity of executing any instruments of assignment), for the express purpose of allowing the Liquidating Agent to make Distributions to Holders of Claims and Holders of Interests pursuant to the terms and conditions of the Plan. Without limiting the foregoing, the Debtors shall be vested with all of the Causes of Action, which shall be prosecuted and enforced under the direction and control of the Liquidating Agent (except as provided in sections 10.3 and 10.7 of the Plan). As of the Effective Date, (a) all property of the Debtors shall be free and clear of all Liens, Claims and Interests, and (b) the rights of Holders of Claims and Interests to receive Distributions shall be governed by the Plan.

17. Liquidating Agent. Sean M. Harding is approved as the Liquidating Agent under the Plan as a professional person pursuant to the applicable provisions of the Bankruptcy Code. Except as otherwise specifically provided for in this Confirmation Order or in the Plan, the Liquidating Agent shall direct and oversee the Debtors' business activities, conduct the final liquidation and distribution of the Estates and conduct the wind-up of the Debtors' affairs, in each case in accordance with the terms and conditions of this Confirmation Order and the Plan.

18. Powers of the Liquidating Agent. The Liquidating Agent shall have the rights, powers and duties as set forth in the Plan and shall be responsible for administering the Plan under the terms and subject to the conditions set forth in this Confirmation Order and in the Plan. After the Effective Date, the Liquidating Agent shall be authorized to take all necessary, desirable or appropriate actions to direct and oversee the Debtors' business activities and to proceed with an orderly, expeditious and efficient liquidation and distribution of the Estates. The Liquidating Agent shall be authorized to retain or engage, or to cause the Debtors to retain or engage, such employees, professional persons and agents as are appropriate or desirable to continue the liquidation of the Estates. Further, the Liquidating Agent shall be authorized to make Distributions from the Retained Proceeds to pay the costs and expenses incurred after the Confirmation Date in connection with the operation of the Debtors' businesses and the administration, liquidation and distribution of the Estates, without the necessity of providing any notice or seeking or obtaining any approval of this Court with respect to such Distributions. Without limiting the generality of the foregoing, the Liquidating Agent shall be authorized to make Distributions from the Retained Proceeds to pay the fees and expenses of any professional persons retained by the Liquidating Agent and/or the Debtors, the out-of-pocket expenses incurred by the Equity Oversight Representative and members of the Creditor Oversight Committee, and the fees and expenses of the Creditor Oversight Committee's counsel and financial advisor and the Equity Oversight Representative's counsel. The Liquidating Agent shall be the representative of the Estates as contemplated by Section 1123(b)(3)(B) of the Bankruptcy Code. Except as otherwise specifically provided in this Confirmation Order or the Plan, the Liquidating Agent shall have full and exclusive power and authority to act on behalf of the Debtors and shall be responsible for performing the duties of the Debtors under the Plan.

The Liquidating Agent shall have the rights, duties and powers of a trustee appointed pursuant to Sections 701, 702 and 1104 of the Bankruptcy Code to act on behalf of the Debtors with regard to the administration of the Bankruptcy Cases and the assets of the Estates. No recourse shall ever be had, directly or indirectly, against the Liquidating Agent personally, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Liquidating Agent under the Plan, or by reason of the creation of any indebtedness by the Liquidating Agent under the Plan for any purpose authorized by the Plan, save and except in cases of defalcation, misappropriation, fraud or gross negligence by the Liquidating Agent, it being expressly understood and agreed that such liabilities, promises, contracts, instruments, undertakings, obligations, covenants and agreements shall be enforceable only against and be satisfied only out of the assets of the Debtors or shall be evidence only of a right of payment from the Debtors' assets. The Liquidating Agent shall be indemnified and held harmless by the Estates from and against any expenses (including the reasonable fees and expenses of counsel), damages or losses incurred or suffered by the Liquidating Agent in connection with any claim or demand which in any way arises out of or relates to the Plan or the services of the Liquidating Agent under the Plan; provided, however, if the Liquidating Agent is guilty of defalcation, misappropriation, fraud or gross negligence, then the Liquidating Agent shall bear all losses, damages and expenses arising as a result of such defalcation, misappropriation, fraud or gross negligence. The Liquidating Agent may resign at any time in its sole discretion, and such resignation shall be effective upon the earlier of (i) 30 days after the Liquidating Agent has given written notice of resignation to the Creditor Oversight Committee (if it has not been dissolved) and the Equity Oversight Representative and filed such notice with this Court, and (ii) the date this Court

approves a successor to the resigning Liquidating Agent. In case of the resignation of the Liquidating Agent, a successor shall thereupon be appointed by the Creditor Oversight Committee, subject to approval of this Court, or, in the event that the Creditor Oversight Committee does not exist, by this Court. The Liquidating Agent shall be reimbursed for any out-of-pocket expenses incurred in connection with the discharge of its duties under the Plan and shall be compensated for its services at a “blended” hourly rate of \$500 per hour for each person providing services to the Debtors. The Liquidating Agent’s compensation and expenses shall be reimbursed and/or paid out of the Retained Proceeds and such compensation and expenses may be paid without the necessity of providing notice to any party in interest or obtaining any approval from this Court. On the Consummation Date, after making the Final Distribution under the Plan, the Liquidating Agent shall be discharged from its duties under the Plan.

19. Maintenance of Bank Accounts and Distribution of Liquidation Proceeds. The Liquidating Agent shall have the authority and responsibility to disburse the assets of the Estates to the Holders of Allowed Claims and Holders of Allowed Interests and otherwise in accordance with the terms of the Plan. All Liquidation Proceeds and Retained Proceeds shall be held in trust for the benefit of Holders of Allowed Claims and Holders of Allowed Interests in one or more separate bank or other depository accounts throughout the term of the Plan. The Liquidating Agent shall be entitled to use the Debtors’ bank accounts that are in existence as of the Effective Date and shall be authorized to open such bank or other depository accounts as may be necessary or appropriate in the discretion of the Liquidating Agent to enable it to carry out the provisions of the Plan (provided that any bank account opened by the Liquidating Agent shall be at a financial institution approved by the Office of the United States Trustee). The Liquidating Agent may, from time to time, cause the Debtors to invest Liquidation Proceeds and Retained Proceeds

in certificates of deposit, treasury bills, money market accounts or other short term investments. All interest earned shall be retained for Distribution to the Holders of Allowed Claims and Holders of Allowed Interests pursuant to the Plan. The Liquidating Agent shall prepare and maintain an adequate set of financial books, records or databases that will allow the Liquidating Agent to accurately track the amount of Claims asserted against the Estates and the amounts paid to each Holder of an Allowed Claim and to each Holder of an Allowed Interest pursuant to the terms of the Plan; provided that the Liquidating Agent also shall be entitled to use the Debtors' books and records (including the books and records maintained by the Claims Agent that are in existence on the Effective Date). On the Initial Distribution Date (or as soon thereafter as is reasonably practicable) and each subsequent Distribution Date, the Liquidating Agent shall make Distributions to the Holders of Allowed Claims and the Holders of Allowed Interests in accordance with the terms of the Plan. The Liquidating Agent will continue to make Distributions until the assets in the Estates have been fully distributed to Holders of Allowed Claims and Allowed Interests in accordance with the terms of the Plan. Without limiting the generality of the foregoing, from and after the entry of this Confirmation Order, Sean M. Harding (as Liquidating Agent) shall be the sole authorized signatory under each of the Debtor's bank accounts. The banks where the Debtors maintain accounts are hereby authorized and directed: (a) to accept this Confirmation Order as conclusive evidence that Sean M. Harding is the sole authorized signatory under each of the Debtor's bank accounts; (b) to take any and all other actions as may be necessary to effectuate the designation of Sean M. Harding as the sole authorized signatory under each of the Debtor's bank accounts; and (c) to honor and accept any check or draft of the Debtors executed by Sean M. Harding that is presented for payment and to make any transfers necessary to implement these transactions, provided that sufficient funds are

available in the applicable accounts to make the payments and transfers; it being understood that the banks where the Debtors maintain accounts shall honor and accept any checks or drafts issued by the Debtors and executed by any other authorized signatory prior to the entry of this Confirmation Order.

20. Corporate Action. Pursuant to Section 6.8 of the Plan, each of the matters provided for under the Plan involving the corporate structure of any Debtor or any corporate action to be taken by or required of any Debtor shall be deemed to have occurred and be effective as provided in the Plan, and shall be authorized, approved and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by stockholders, creditors or directors of any of the Debtors.

21. Preservation of Causes of Action. In accordance with Section 1123(b)(3) of the Bankruptcy Code, the Debtors will retain and may (but are not required to) enforce all Causes of Action. After the Effective Date, the Liquidating Agent, in its sole and absolute discretion (except as provided in sections 10.3 and 10.7 of the Plan), shall have the right to bring, settle, release, compromise, or enforce such Causes of Action (or decline to do any of the foregoing), without further approval of this Court. The Liquidating Agent, in the exercise of its sole discretion, may pursue such Causes of Action so long as it is the best interests of the Debtors or any successors holding such rights of action. The failure of the Debtors to specifically list any claim, right of action, suit, proceeding or other Cause of Action in the Plan does not, and will not be deemed to, constitute a waiver or release by the Estates, the Liquidating Agent or the Debtors of such claim, right of action, suit, proceeding or other Cause of Action, and the Liquidating Agent (on behalf of the Debtors) will retain the right to pursue such claims, rights of action, suits, proceedings and other Causes of Action in its sole discretion and, therefore, no preclusion

doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches will apply to such claim, right of action, suit, proceeding or other Cause of Action upon or after the confirmation or consummation of the Plan.

22. Effectuating Documents; Further Transactions. Each of the Debtors, their respective officers and designees, and the Liquidating Agent, are authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and to take such actions, as may be necessary, desirable or appropriate to effectuate and further evidence the terms and conditions of the Plan or to otherwise comply with applicable law. In order to facilitate the liquidation and distribution of the Estates and the wind-down of the Debtors' affairs, on the Effective Date the Liquidating Agent shall be deemed, by operation of law and this Confirmation Order and without need for any action by any person affiliated with the Debtors or any officer or director of the Debtors, to hold an irrevocable power of attorney on behalf of each Debtor and each Estate and with respect to all of the Assets.

23. Exemption From Certain Transfer Taxes and Recording Fees. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers from a Debtor to any other Person pursuant to the Plan, or any agreement regarding the transfer of title to or ownership of any of the Debtors' real or personal property, will not be subject to any document recording tax, stamp tax, conveyance fee, sales tax, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment. The appropriate state or local governmental officials or agents are hereby directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

24. Releases by the Debtors of Certain Parties. **Except as otherwise specifically provided in the Plan, pursuant to Section 1123(b)(3) of the Bankruptcy Code, as of the Effective Date, each Debtor, in its individual capacity and as a debtor in possession for and on behalf of its Estate, shall release and discharge and be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever released and discharged all Released Parties for and from any and all claims (including derivative claims) or Causes of Action existing as of the Effective Date in any manner arising from, based on or relating to, in whole or in part, the Debtors. The Debtors, the Committee, the Liquidating Agent, the Creditor Oversight Committee, the Equity Oversight Representative and any potential representatives of the Estates shall be bound, to the same extent the Debtors are bound, by the releases set forth above.**

25. Parties Covered by the Releases. The term “Released Parties”, as used in the Plan and in the foregoing paragraph, means the current and former officers and directors of each of the Debtors, in each case in their capacity as such.

26. Setoffs. The Debtors may, but shall not be required to, set off against any Claim, and the payments or other Distributions to be made pursuant to the Plan in respect of such Claim, claims of any nature whatsoever that the Debtors may have against such Holder; but neither the failure to do so nor the allowance of any Claim shall constitute a waiver or release by the Debtors or the Estates of any such claim that the Debtors or the Estates may have against such Holder.

27. Exculpation. **The Debtors, the Estates, the Committee, the members of the Committee in their capacities as such, and any of such parties’ respective current and/or post-Filing Date and pre-Effective Date members, officers, directors, employees, advisors,**

attorneys, representatives, financial advisors, investment bankers, or agents and any of such parties' successors and assigns, shall not have or incur, and are hereby released from, any claim, obligation, cause of action, or liability to one another or to any Holder of any Claim or Interest, or any other party-in-interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or Affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of the Bankruptcy Cases, the negotiation, formulation and filing of the Plan, the filing of the Bankruptcy Cases, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the Estates and the property to be distributed under the Plan, except for their willful misconduct or gross negligence, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. No Holder of any Claim or Interest, or other party in interest, none of their respective agents, employees, representatives, financial advisors, attorneys, or Affiliates, and no successors or assigns of the foregoing, shall have any right of action against the parties listed in this provision for any act or omission in connection with, relating to, or arising out of the Bankruptcy Cases, the pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan. Nothing in this Confirmation Order or Section 10.5 of the Plan relieves any Person from complying with the applicable provisions of the federal securities laws.

28. Injunction. This Confirmation Order shall operate as an injunction as follows: Except as otherwise expressly provided in the Plan, this Confirmation Order, or a separate Final Order of this Court, all Persons who have held, hold, or may hold Claims against or

Interests in any of the Debtors are permanently enjoined, on and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors with respect to any such Claim or Interest; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors on account of any such Claim or Interest; (c) creating, perfecting, or enforcing any Lien or encumbrance of any kind against the Debtors or against the property or interests in the property thereof on account of any such Claim or Interest; (d) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Claim which is treated or satisfied pursuant to the Plan; and (e) taking any action to interfere with the implementation or consummation of the Plan; provided, however, the provisions of this paragraph and the provisions of Section 10.6 of the Plan shall not prevent any Person from taking action in this Court to enforce their rights under and in accordance with the Plan.

29. Automatic Stay. The automatic stay arising out of Section 362(a) of the Bankruptcy Code shall continue in full force and effect until the Consummation Date and the Debtors and the Estates shall be entitled to all of the protections afforded thereby. All assets of the Debtors (including the Liquidation Proceeds and the Retained Proceeds) shall remain property of the Estates until distributed in accordance with the Plan, and no Person shall at any time have any claim to or interest in any asset of the Debtors except to the extent that such Person is the Holder of an Allowed Claim or Allowed Interest entitled to Distributions under the Plan.

30. Amendment of the Plan. The Plan is hereby amended by the addition of the following Section 10.10 to the Plan:

10.10 *USDA*. As to the United States Department of Agriculture (“*USDA*”), nothing in the Plan or Confirmation Order to the contrary shall: (1) discharge, release or otherwise preclude any liability of Debtors to the *USDA* (other than the payment in full of any Allowed Claim held by the *USDA*, and it being understood that the Debtors and the Liquidating Agent shall have the right to dispute or otherwise object to any Claim asserted by *USDA*); (2) preclude or enjoin the *USDA* from seeking to pursue any police or regulatory actions against the Debtors; (3) enjoin the bringing of any Claim, suit, or action by the *USDA* against the Debtors; (4) other than the Released Parties (as contemplated by Section 10.5 of the Plan), (i) discharge, release or otherwise preclude any liability of non-Debtor parties to the *USDA*; (ii) preclude or enjoin the *USDA* from seeking to pursue any police or regulatory actions against non-Debtor parties; (iii) effect a release of any Claim of the *USDA* against non-Debtor parties; or (iv) enjoin the bringing of any Claim, suit or action by the *USDA* against non-Debtor parties.

31. Retention of Jurisdiction. Pursuant to Article XII of the Plan, subsequent to the Effective Date, this Court shall have or retain jurisdiction for the following purposes:

- (a) To adjudicate objections concerning the allowance, priority or classification of Claims and any subordination thereof, and to establish a date or dates by which objections to Claims must be filed to the extent not established herein;
- (b) To liquidate the amount of any disputed, contingent or unliquidated Claim, to estimate the amount of any disputed, contingent or unliquidated Claim, and to establish the amount of any reserve required to be withheld from any Distribution under the Plan on account of any disputed, contingent or unliquidated Claim;
- (c) To resolve all matters related to the rejection, or assumption and/or assignment, of any Executory Contract or Unexpired Lease of the Debtors;
- (d) To hear and rule upon all Causes of Action commenced or pursued by the Debtors or the Liquidating Agent;
- (e) To hear and rule upon all applications for Professional Compensation;
- (f) To remedy any defect or omission or reconcile any inconsistency in the Plan, as may be necessary to carry out the intent and purpose of the Plan;
- (g) To construe or interpret any provisions in the Plan and to issue such orders as may be necessary for the implementation, execution and consummation of the Plan, to the extent authorized by the Bankruptcy Code;
- (h) To hear, rule upon and enter orders approving any sales of Assets (including sales of fee owned real property) by the Debtors after the Effective Date;

- (i) To adjudicate controversies arising out of the administration of the Estates or the implementation of the Plan, including any disputes that may arise between the Liquidating Agent and the Creditor Oversight Committee and/or the Equity Oversight Representative;
- (j) To make such determinations and enter such orders as may be necessary to effectuate all the terms and conditions of the Plan, including the Distribution of funds from the Estates and the payment of Claims and Interests;
- (k) To determine any suit or proceeding brought by the Debtors or the Liquidating Agent to recover property under any provisions of the Bankruptcy Code;
- (l) To hear and determine any tax disputes concerning the Debtors and to determine and declare any tax effects under the Plan;
- (m) To hear, rule upon and enter orders regarding any disputes, controversies or other matters relating to or arising under the Asset Purchase Agreement and/or the Debtors' rights thereunder;
- (n) To determine such other matters as may be provided for in the Plan or the Confirmation Order or as may be authorized by or under the provisions of the Bankruptcy Code;
- (o) To determine any controversies, actions or disputes that may arise under the provisions of the Plan, or the rights, duties or obligations of any Person under the provisions of the Plan;
- (p) To adjudicate any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, any agreement pursuant to which the Debtors sold any of their assets during the Bankruptcy Cases; and
- (q) To enter a final decree.

32. Alternative Jurisdiction. In the event that this Court is found to lack jurisdiction to resolve any matter, then the District Court shall hear and determine such matter. If the District Court does not have jurisdiction, then the matter may be brought before any court having jurisdiction with regard thereto.

33. Modification of the Plan. The Debtors may modify the Plan pursuant to Section 1127 of the Bankruptcy Code and as provided in the Plan and this Confirmation Order, to the extent applicable law permits. The Debtors may modify the Plan in accordance with Section

15.1 of the Plan upon notice to the Creditor Oversight Committee and the Equity Oversight Representative only, or after such notice and hearing as this Court deems appropriate, if this Court finds that the modification does not materially and adversely affect the rights of any parties in interest which have not had notice and an opportunity to be heard with regard thereto.

34. Creditors' Committee. On the Effective Date, the Committee shall dissolve automatically, whereupon its members, professionals, and agents shall be released from any further duties and responsibilities in the Bankruptcy Cases and under the Bankruptcy Code; provided, however, notwithstanding the foregoing, the Committee shall continue to exist for the limited purpose of filing appropriate fee applications or requests for expense reimbursements.

35. Notice. Any notice required or permitted to be provided to the Debtors, the Liquidating Agent, the Creditor Oversight Committee or the Equity Oversight Representative under the Plan shall be in writing and served by overnight courier service, facsimile transmission or certified mail, return receipt requested, addressed as follows:

The Liquidating Agent or the Debtors:

Cagle's, Inc.
c/o FTI Consulting, Inc.
1201 W. Peachtree Street, NW
Suite 500
Atlanta, GA 30309
Attn: Sean Harding
Facsimile: (404) 460-6200

with a copy to (which shall not constitute notice):

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Attn: Paul Ferdinands
Facsimile: (404) 572-5100

The Creditor Oversight Committee:

Lowenstein Sandler PC
65 Livingston Avenue
Roseland, NJ 07068
Attn: Jeffrey D. Prol
Facsimile: (973) 597-2491
Attn: Michael Savetsky
Facsimile: (973) 597-6119

Lowenstein Sandler PC
1251 Avenue of the Americas
New York, NY 10020
Attn: Bruce S. Nathan
Facsimile: (973) 422-6851

The Equity Oversight Representative:

J. Douglas Cagle
c/o Cagle's, Inc.
1385 Collier Road NW
Atlanta, GA 30318
Facsimile: (404) 350-9605

36. Section 1125 of the Bankruptcy Code. The Debtors have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code and the Debtors (and each of their respective Affiliates, officers, directors, employees, consultants, agents, advisors, members, attorneys, accountants, financial advisors, other representatives and Professionals) have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, and/or purchase of any securities offered or sold under the Plan, and are not, and on account of such offer, issuance, sale, solicitation, and/or purchase will not be, liable at any time on account of such solicitation or participation for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of any securities offered or sold under the Plan.

37. Effect of Reference to the Plan in this Confirmation Order. The failure to reference or discuss any particular provision of the Plan in this Confirmation Order shall have no effect on the validity, binding effect, and enforceability of such provision, and each provision of the Plan shall have the same validity, binding effect, and enforceability as if fully set forth in this Confirmation Order.

38. 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.

39. Notice. The form of the notice of the entry of this Confirmation Order and occurrence of the Effective Date attached hereto as Exhibit A (the “Confirmation Notice”) is hereby approved. Pursuant to Rule 3020(c), on or before the date that is five (5) days after the occurrence of the Effective Date, the Debtors shall file the Confirmation Notice with this Court and serve it by first class mail on each of the following at their respective addresses last known to the Debtors: (i) the Office of the United States Trustee for the Northern District of Georgia; (ii) counsel to the Committee; (iii) all parties on the Master Service List filed in these Bankruptcy Cases; (vii) all known creditors of the Debtors; and (viii) all known Holders of Interests in Cagle’s. The Notice need not be mailed to any person if a previous mailing to such person has been returned as undeliverable by the United States Postal Service, unless the Debtors have been informed in writing of a corrected address for such person. Upon the filing of the Confirmation Notice, the Debtors shall also publish the Confirmation Notice electronically on <http://www.kccllc.net/Cagles>. The notice described in this paragraph shall constitute good and sufficient notice pursuant to Bankruptcy Rules 2002(f)(7), 2002(i)-(1) and 3020(c) of confirmation of the Plan, the entry of this Confirmation Order, and the occurrence of the Effective Date.

40. Headings. The headings of the paragraphs in this Confirmation Order have been used for convenience of reference only and shall not limit or otherwise affect the meaning of this Confirmation Order. Whenever the words “include,” “includes” or “including” (or other words of similar import) are used in this Confirmation Order, they shall be deemed to be followed by the words “without limitation.”

41. Conflicts. The provisions of the Plan and this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that if there is any inconsistency between the provisions of the Plan and this Confirmation Order, the terms and conditions contained in this Confirmation Order shall govern and shall be deemed a modification to the Plan and shall control and take precedence.

42. Final Order/No Rule 3020(e) Stay. This Confirmation Order is a final order, and the period in which an appeal must be filed shall commence immediately upon the entry hereof. The stay imposed by Bankruptcy Rule 3020(e) is hereby waived.

43. Applicable Non-Bankruptcy Law. Pursuant to Sections 1123(a) and 1142 of the Bankruptcy Code, the provisions of this Confirmation Order and the Plan (including any amendments or modifications thereto) shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

44. Service. Counsel for the Debtors is directed to serve a copy of this Confirmation Order on all parties on the Master Service List within three (3) days of the entry of this Confirmation Order and to file a certificate of service with the Clerk of Court.

[END OF DOCUMENT]

Prepared and presented by:

/s/ Paul K. Ferdinands
KING & SPALDING LLP
Paul K. Ferdinands
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Atlanta, Georgia 30309-3521
Telephone: (404) 572-4600
Facsimile: (404) 572-5131

COUNSEL FOR THE
DEBTORS IN POSSESSION

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:)	Chapter 11
)	
CGLA LIQUIDATION, INC., f/k/a Cagle's,)	Case No. 11-80202-PWB
Inc.,)	
CF LIQUIDATION, INC., f/k/a Cagle's)	
Farms, Inc.)	
)	
Debtors.)	Jointly Administered
)	
)	

**NOTICE OF CONFIRMATION OF PLAN, PERMANENT INJUNCTION,
VARIOUS DEADLINES, EFFECTIVE DATE**

AND

**DEADLINE FOR FILING ADMINISTRATIVE EXPENSE CLAIMS AND
CLAIMS ARISING FROM THE REJECTION OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that on October [__], 2012, the United States Bankruptcy Court for the Northern District of Georgia entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Amended and Restated Chapter 11 Plan Dated as of September 6, 2012 Filed by the Debtors* (the "Confirmation Order"). The Confirmation Order confirmed the *Amended and Restated Plan of Liquidation for Cagle's, Inc. and Cagle's Farms, Inc., Dated the 6th day of September, 2012* (as amended and modified to date, the "Plan") filed by CGLA Liquidation, Inc. (f/k/a Cagle's, Inc.) and CF Liquidation, Inc. (f/k/a Cagle's Farms, Inc.) (collectively, the "Debtors").

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order and the Plan may be obtained at the following website: <http://www.kccllc.net/Cagles>;

PLEASE TAKE FURTHER NOTICE that pursuant to the Plan, the automatic stay of Section 362 of the United States Bankruptcy Code shall continue in full force and effect until the Consummation Date and the Debtors and the Estates shall be entitled to all of the protections afforded thereby all in accordance with the Plan;

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on [_____], 2012;

PLEASE TAKE FURTHER NOTICE the Confirmation Order contains the following permanent injunction:

Except as otherwise expressly provided in the Plan, the Confirmation Order, or a separate Final Order of this Court, all Persons who have held, hold, or may hold Claims against or Interests in any of the Debtors are permanently enjoined, on and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors with respect to any such Claim or Interest; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors on account of any such Claim or Interest; (c) creating, perfecting, or enforcing any Lien or encumbrance of any kind against the Debtors or against the property or interests in the property thereof on account of any such Claim or Interest; (d) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Claim which is treated or satisfied pursuant to the Plan; and (e) taking any action to interfere with the implementation or consummation of the Plan; provided, however, the provisions of this paragraph and the provisions of Section 10.6 of the Plan shall not prevent any Person from taking action in this Court to enforce their rights under and in accordance with the Plan.

NOTICE IS FURTHER GIVEN THAT the Confirmation Order provides, among other things, the following deadlines:

a. **Administrative Claims Bar Date (General)**: Except as otherwise provided in the Plan, any Person holding an Administrative Expense Claim (other than a claim for Professional Compensation) shall file a proof of such Administrative Expense Claim with the Claims Agent **within sixty (60) days after the Effective Date**. The proof of such Administrative Expense Claim must be filed at the following address:

Cagle's Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, California 90245

At the same time any Person files an Administrative Expense Claim, such Person shall also serve a copy of the Administrative Expense Claim upon counsel for the Liquidating Agent at the following address:

King & Spalding LLP
Attn: Jeffrey R. Dutson
1180 Peachtree Street
Atlanta, Georgia 30309-3521

Any Person who fails to timely file and serve a proof of such Administrative Expense Claim shall be forever barred from seeking payment of such Administrative Expense Claim by the Debtors and the Estates.

b. **Administrative Claims Bar Date (Professionals)**: Any Person seeking an award by the Bankruptcy Court of Professional Compensation shall file a final application with the Bankruptcy Court for allowance of Professional Compensation for services rendered and reimbursement of expenses incurred through the Effective Date **within sixty (60) days after the Effective Date**. The provisions of this paragraph shall not apply to any professional providing services pursuant to, and subject to the limits contained in, the *Order Authorizing Debtors to Retain and Compensate Professionals Used in the Ordinary Course of Business* entered in the Bankruptcy Cases on November 28, 2011.

c. **Rejection Damage Claims Bar Date**: All proofs of claim with respect to Claims arising from the rejection pursuant to the Plan of any Executory Contracts or Unexpired Leases, if any, must be filed with the Claims Agent and served upon counsel for the Liquidating Agent at the addresses indicated in the above paragraph **within sixty (60) days after the Effective Date**. Any Claims arising from the rejection of Executory Contracts or Unexpired Leases that become Allowed Claims are classified and shall be treated as a Class 3 General Unsecured Claims or Class 4 Unsecured Convenience Claims, as applicable. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan not filed within the time required by this section will be forever barred from assertion against the Debtors, the Estates and property of the Debtors unless otherwise ordered by this Court or provided in the Plan**. Notwithstanding the foregoing, a Claim for damages arising from the rejection of an Executory Contract or Unexpired Lease rejected pursuant to a separate order of this Court must be filed prior to any bar date set forth in such order.

By Order of the Court

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