UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
RM BAKERY LLC, *et al.*,[1] Debtors.	Case No. 20-11422 (MG) Jointly Administered

INTERIM ORDER (I) AUTHORIZING THE USE OF CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION, (III) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (IV) GRANTING THE LIENS AND SUPERPRIORITY CLAIMS TO THE DIP LENDER, (V) MODIFYING THE AUTOMATIC STAY, AND (VI) SCHEDULING A FINAL HEARING

This matter is before the Court on the motion (the "Motion")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors" or the "Company") for entry of an interim order (the "Interim DIP Order"), and a final order (the "Final DIP Order"), pursuant to sections 105(a), 361, 362, 363 and 364 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et. seq.* (the "Bankruptcy Code"), (i) authorizing the Debtors' continued use of cash collateral pursuant to section 363 of the Bankruptcy Code; (ii) granting adequate protection for such use of cash collateral pursuant to sections 361 and 363 of the Bankruptcy Code; (iii) authorizing the Debtors to obtain secured postpetition financing from FS Lender 2015 LLC (the "DIP Lender" or "Lender"), consisting of a credit facility in the aggregate principal amount of up to $1.0 million (the "DIP Financing" or the "DIP Facility") for the purpose of funding the Debtors' general operating and working capital needs in the administration of the Debtors' chapter 11 cases, in

[1] The Debtors in these Chapter 11 Cases and the last four digits of each Debtor's taxpayer identification number are as follows: RM Bakery LLC (7954) and BKD Group LLC (0624).

[2] Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Motion.

accordance with (a) that certain Debtor in Possession Credit and Security Agreement, (the "DIP Credit Agreement"), as may be amended from time to time, substantially in the form attached as Exhibit A to the proposed Interim Order filed with this Court as Docket No. 7, among the Debtors, the DIP Lender, and Mayrich Capital LLC ("Mayrich") (b) the revised budget (the "Budget") attached hereto as Exhibit A; (iv) authorizing and approving the Debtors' entry into the DIP Credit Agreement and any other documents, certificates or instruments ancillary thereto, and performance of such other acts as may be necessary or appropriate in connection therewith; (v) granting to the DIP Lender valid, fully perfected, and enforceable security interest and liens (collectively, the "DIP Liens") in and upon the DIP Collateral (as defined in the DIP Credit Agreement) pursuant to sections 364(c)(2) and 364(d)(1) of the Bankruptcy Code; (vi) granting an allowed superpriority administrative expense claim (the "DIP Superpriority Claim") to the DIP Lender pursuant to section 364(c)(1) of the Bankruptcy Code; (vii) vacating and modifying the automatic stay to the extent necessary to effectuate the terms and provisions of the DIP Credit Agreement and the DIP Orders; and (viii) scheduling a hearing (the "Final Hearing") pursuant to Rules 4001(b)(2) and (c)(2) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") to consider entry of the Final DIP Order, authorizing and approving the DIP Financing and use of the cash collateral on a final basis. The Court considered the Motion on an interim basis at the hearing held on June 23, 2020, and after due deliberation and good and sufficient cause appearing for the entry of the within order,

IT IS HEREBY FOUND, DETERMINED, ORDERED AND ADJUDGED, that[3]

[3] The findings and the conclusions set forth herein constitute this Court's finding of fact and conclusions of law or pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact as appropriate.

1. The Motion is granted on an interim basis in accordance with the terms of this Interim Order.

2. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the Debtors' Chapter 11 Cases and the Motion is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief sought in the Motion are Bankruptcy Code §§ 105, 361, 362, 363, 364, Rule 4001 of the Bankruptcy Rules and Rule 4001–2 of the Local Rules of the United States Bankruptcy Court for the Southern District of New York (the "Local Rules").

4. Notice of the Motion for the Preliminary Hearing on the Debtors' proposed financing and use of cash collateral has been served in accordance with section 102(1) of the Bankruptcy Code and Bankruptcy Rule 4001(b), which notices are appropriate and sufficient for all purposes under the Bankruptcy Code and applicable Bankruptcy Rules with respect to the relief requested.

5. Without prejudice to the rights of any other party, including the right of this Court to make contrary findings of fact or conclusions of law, (but subject to the limitations of certain parties' rights contained in paragraph 29 below), the Debtors admit, stipulate and agree (provided that no such stipulation or agreement shall limit, impair or modify in any way the rights, protections or remedies of the DIP Lender, including with respect to any material default or Event of Default under any of the DIP Credit Documents), to the facts contained in this Section 5 :

(a) Pacific Western Bank Credit Documents

A. On or about May 2, 2013, the predecessor-in-interest to Pacific Western Bank ("Pac West"), Square 1 Bank ("Square 1"), made a loan to one of the Debtors, RM Bakery LLC ("RMB"), in the original principal amount of $5,000,000 (the "Pac West Loan"). The Pac West Loan was authorized and approved by the U.S. Small Business Administration (the "SBA"). The loan is evidenced by a loan agreement, an SBA note (both dated May 2, 2013), an SBA authorization dated April 10, 2013, and a security agreement dated May 2, 2013. The loan was guaranteed by BKD Group LLC ("BKD"), a Chapter 11 Debtor herein, as well as certain affiliates of RMB, evidenced by certain guarantees, dated May 2, 2013. As of the Petition Date approximately $3,075,000 remains outstanding under the PAC West Loan (the "Pac West Obligations"). To secure the PAC West Obligations, RMB granted Square 1 a security interest in certain equipment, assets and property of RMB, specifically, the Accounts, Chattel, Paper, Instruments, Documents, Inventory, General Intangibles, Equipment, furniture, and Proceeds and Products thereof (collectively the "Pac West Pre-Petition Collateral").

B. Effective October 6, 2013, Square 1 merged with and into Pac West, by which Pac West became the successor, by merger, of Square 1's rights as original lender under the Pac West Loan. Accordingly, Pac West is now the holder and owner of the Pac West Loan.

(b) The Mayrich Capital LLC Credit Documents

C. In June 2017, RMB had the opportunity to enter into a revolving line of credit with the predecessor-in-interest of Mayrich Capital LLC ("Mayrich"), North Mill

Capital ("NMC") in the original maximum amount of $1,250,000 (the "Mayrich Loan"). The loan is evidenced by a certain promissory note and security agreement dated May 7, 2017. To secure the Mayrich Loan, RMB granted to NMC a security interest in certain equipment, assets and property of RMB.

D. On June 8, 2017, NMC and Pac West entered into an inter-creditor agreement (the "Intercreditor Agreement"). Pursuant to the Intercreditor Agreement, Pac West agreed to subordinate their liens to NMC on Accounts, Inventory, Deposit Accounts, General Intangibles related thereto, and products and proceeds thereof. NMC, under the Intercreditor Agreement, had a first lien on the above enumerated items (the "Mayrich First Lien Collateral").

E. The Mayrich Loan has subsequently been sold and assigned to Mayrich, subject to the Intercreditor Agreement. Accordingly, Mayrich has a first lien on the Mayrich First Lien Collateral.

F. The Debtors assert that as of the Petition Date, approximately $1,379,500 is outstanding under the Mayrich Loan. As of the Petition Date, the amounts Mayrich is owed is not fully covered by the Mayrich First Lien Collateral. As a result, the Debtors assert that Pac West's second lien on inventory and accounts receivable is currently of no value. Pac West disputes the Debtors' assertions.

(c) The DIP Lender

G. FS Lender 2015 LLC is a limited liability company in the business of making investments. It is owned 75% by Mark Rimer and 25% by Sang Cho. Mark Rimer is the managing member of the limited liability company. Sang Cho has no direct or

beneficial interest in the Debtors. As disclosed in the First Day Declaration [Dkt No. 4], Mark Rimer, through investment entities controlled by him, has made investments in Kuzari Investor 27323 LLC. ("KI"). In turn, KI owns approximately 90.76% of the outstanding equity in Debtor BKD Group LLC ("BKD"), which in turn owns 100% of the outstanding equity in Debtor RM Bakery LLC. As a result of these investments in KI, Mark Rimer has an indirect beneficial interest in BKD of approximately 17.39% of the outstanding equity. In addition, entities controlled by Mark Rimer have provided funds to KI to loan to BKD on an unsecured basis. Of the amounts owed to KI by BKD in repayment of the loans as of the Petition Date, $1.6 million is owed to Mark Rimer.

6. The Court finds that the Debtors do not have sufficient unencumbered cash or other assets to continue to operate their business during these Chapter 11 Cases or to effectuate a reorganization absent interim approval of the proposed DIP Loan and use of the Mayrich Cash Collateral. The Debtors will be immediately and irreparably harmed if they are not immediately granted the authority to use Cash Collateral of Mayrich and to obtain postpetition financing from the DIP Lender in accordance with the terms of the DIP Credit Agreement in order to permit, among other things, the orderly continuation of its business, the ability to fund payroll and payroll taxes, the maintenance of its relations with vendors and suppliers, satisfaction of its working capital needs, as well as the ability to pay taxes, inventory, supplies, overhead, insurance and other necessary expenses. The access of the Debtors to sufficient working capital and liquidity made available through the use of Cash Collateral, incurrence of new indebtedness for borrowed money, and other financial accommodations is vital to the preservation and maintenance of the going concern value of the Debtors and a successful reorganization of the Debtors.

7. Despite reasonable efforts, the Debtors assert that they have been unable to obtain financing on more favorable terms from sources other than the DIP Lender under the DIP Credit Agreement and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Bankruptcy Code without granting the DIP Lender, subject to the Carve-out (defined below), the DIP Liens and the DIP Superpriority claim under the terms and conditions set forth in this Interim Order and in the DIP Credit Agreement.

8. The terms of the DIP Facility proposed by the DIP Lender are fair and reasonable, and the best available under the present circumstances, reflect the Debtors' exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and consideration. The postpetition financing under the DIP Facility has been entered into in good faith by and among the Debtors and the DIP Lender; and the postpetition financing to be provided by the DIP Lender has been extended in good faith as such term is used in section 364(e) of the Bankruptcy Code,

9. Based on the record before the Court, the terms of the use of Cash Collateral and the adequate protection granted in this Interim Order have been proposed in good faith, as that term is used in section 364(e) of the Bankruptcy Code and are in the best interest of the Debtors, their estate, and creditors, and are consistent with the Debtors' fiduciary duties.

10. The DIP Lender is willing to provide the DIP Facility subject to the conditions set forth herein and in the DIP Credit Documents[4], including, without limitation, the provisions of this Interim Order which grant the Super Priority Claims (defined below), Adequate Protection Superpriority Claims (defined below), Adequate Protection Liens (defined below), and other protections granted pursuant to this Interim Order and provide that such protections will not be affected by any subsequent reversal or modification of this Interim Order or any other order which is applicable to the DIP Facility, to the extent provided in section 364(e) of the Bankruptcy Code.

11. The Debtors' have requested the immediate entry of this order pursuant to Bankruptcy Rule 4001(b) and (c), and Local Rule 4001-2. Absent the entry of this Order, the Debtors and their estates will be immediately and irreparably harmed.

12. Subject to the terms and conditions contained in this Interim Order, the Debtors are hereby expressly authorized and directed to execute and deliver to the DIP Lender any DIP Credit Documents including the DIP Credit Agreement and such additional documents, instruments and agreements as may be reasonably required by the DIP Lender, as modified pursuant to the comments on the record at the hearing held on June 23, 2020, to implement the terms and effectuate the purpose of this Interim Order. The terms and conditions of the DIP Credit Agreement are hereby approved and ratified on an interim basis only, and the Debtors are authorized and directed to comply with and perform all the terms and conditions contained therein on an interim basis. The failure to reference or discuss any particular provision of the DIP Credit Agreement in this Interim Order shall not affect the validity or the enforceability of any such provision. In the event of a

[4] Notwithstanding anything to the contrary in the Motion or the DIP Credit Documents, if there is any inconsistency among the Motion, the DIP Credit Documents in this Interim Order, the terms of this Interim Order will govern.

conflict between this Interim Order and the DIP Credit Agreement, the terms of this Interim Order shall govern.

13. The Debtors are hereby authorized to obtain postpetition financing from the DIP Lender in accordance with the terms of this Interim Order, the DIP Facility, and the Budget up to the principal amount of $100,000 pursuant to section 364(c) of the Bankruptcy Code pending the final hearing scheduled for July 16, 2020 (the "Final Hearing").

14. In accordance with sections 364(c)(1) and 507(b) of the Bankruptcy Code and subject to the Adequate Protection Superpriority Claims (defined below), all DIP Obligations under the DIP Facility shall constitute claims (the "DIP Superpriority Claims") with priority in payment over any and all administrative expense of the kind specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(b), 546(c), 1113 and 1114 of the Bankruptcy Code and shall at all times be senior to the rights of the Debtors, any successor trustee to the extent permitted by law, or any other creditor in the Chapter 11 Cases, except for the pre-existing secured claims, the Adequate Protection Lien, the Replacement Lien, and the Carve-out.

15. As security for the Debtors' DIP Obligations arising under or in connection with the DIP Credit Agreement, the DIP Lender is hereby granted first priority liens and security interest pursuant to section 364(c)(2) of the Bankruptcy Code on all of the DIP Collateral (as described in the DIP Credit Agreement) of the Debtors that is made subject to the security interest granted to the DIP Lender under the DIP Facility that is not encumbered as of the Petition Date, but subject to (i) the "Carve-out," (ii) the valid and perfected security liens or security interest existing on the Petition Date (which are currently held by Pac West, Mayrich and certain equipment lenders), (iii)

the Replacement Liens, and (iv) the Adequate Protection Liens. Notwithstanding the foregoing, the DIP Lender is not granted a security interest in avoidance actions pursuant to chapter 5 of the Bankruptcy Code at this time pursuant to this Interim Order.

16. In the event the adequate protection provided to Mayrich does not preserve the value of the Mayrich Collateral as of the Petition Date, then Mayrich shall have a Superpriority claim pursuant to section 507(b) of the Bankruptcy Code, having priority over all claims allowed under section 507(a) of the Bankruptcy Code, but junior to the Superpriority claim of the DIP Lender, to the extent of the failure to preserve such value.

17. Additionally, as security for the Debtors' DIP Obligations arising under or in connection with the DIP Credit Documents, the DIP Lender is hereby granted, pursuant to sections 364(c)(3) and 364(d) of the Bankruptcy Code, a perfected lien and security interest in all of the DIP Collateral (as defined in the DIP Credit Agreement) of the Debtors junior in priority only to valid and perfected liens and security interests already existing on the Petition Date and the Adequate Protection Lien and the Replacement Lien. Notwithstanding the foregoing, the DIP Lender is not granted a security interest in avoidance actions pursuant to chapter 5 of the Bankruptcy Code at this time pursuant to this Interim Order.

18. The DIP Liens granted to the DIP Lender pursuant to this Interim Order and the DIP Facility are deemed valid and perfected upon the entry of this Interim Order without the necessity of the DIP Lender taking possession or control of any collateral, or filing financing statements, mortgages, or other documents. Upon the request of the DIP Lender, the Debtors shall execute and deliver to the DIP Lender any and all UCC financing statements, mortgages, notes, assignments, or other instruments or documents considered by the DIP Lender necessary in order

to perfect the DIP Liens; and the DIP Lender is hereby granted relief from the automatic stay embodied in section 362(a) of the Bankruptcy Code to receive, file, and record the foregoing.

19. The Debtors are hereby authorized to use Cash Collateral of Mayrich pursuant to and in accordance with the terms of this Interim Order and the Budget and Permitted Variances. Until the Final Hearing, as adequate protection for the Debtors' use of Cash Collateral of Mayrich, Mayrich is hereby granted a replacement security interest in the accounts receivable, inventory and accounts in the same priority as Mayrich had prepetition (the "Replacement Lien").

20. The Debtors are hereby authorized to use the Equipment in the ordinary course of business. Until the Final Hearing, as adequate protection for the Debtors' use of the Equipment, Pac West is granted a replacement lien in machinery and Equipment, in the same priority as it had prepetition (the "Adequate Protection Lien)".

21. The Replacement Lien, the Adequate Protection Lien, and all other security interests and priorities granted Pac West and Mayrich, are deemed valid and perfected upon entry of this Interim Order without the necessity of Pac West or Mayrich taking possession of any collateral, filing financing statements, mortgages or other documents. Upon the request of Pac West or Mayrich, the Debtors shall execute and deliver to Pac West and/or Mayrich, any and all UCC financing statements, mortgages, notes, assignments, or the other instruments or documents considered by Pac West or Mayrich as necessary in order to perfect the Adequate Protection Liens and the Replacement Lien; and Pac West and Mayrich are hereby granted relief from the automatic stay embodied in section 362(a) of the Bankruptcy Code to receive, file, and record the foregoing.

22. As additional adequate protection for Pac West, the Debtors shall pay Pac West an adequate protection payment of $1,495 per month each month, in arrears, on the first day of each month.

23. Furthermore, the Debtors shall provide the Office of the U.S. Trustee and counsel to Pac West and Mayrich all reports that are submitted to the DIP Lender pursuant to section 10 of the DIP Credit Agreement, at or about the same time that such reports are provided to the DIP Lender, with a courtesy copy emailed to Chambers.

24. Notwithstanding anything to the contrary in the DIP Credit Documents, no purported waiver of sections 506(c) and/or 552(b) of the Bankruptcy Code are effective pursuant to this Interim Order at this time.

25. No cost or expense of administration under sections 105, 364(c)(1), 503(b), 506(c), 507(b), 726 (to the extent permitted by law), 1113, 1114 or otherwise of the Bankruptcy Code, shall be senior to, equal to or *pari passu* with, the Superpriority Claims granted hereunder.

26. Notwithstanding anything to the contrary contained anywhere in this Interim Order and/or the DIP Credit Agreement, the Mayrich Collateral and all collateral which is made subject to the security interest and liens granted to the DIP Lender and Mayrich, pursuant to the terms of this Interim Order shall be subject to a carve-out (the "Carve-out") for the sum of allowed statutory expenses payable pursuant to 28 U.S.C. § 1930(a)(6) and Priority Professional Expenses. "Priority Professional Expenses" as used herein means allowed fees, costs and reasonable expenses allowed or permitted pursuant to sections 330 and 331 of the Bankruptcy Code of (a) lawyers and financial advisors retained by the Debtors, and (b) lawyers and financial advisors retained by any Committee that may be appointed in these Chapter 11 Cases, up to the amount of $100,000 (in the aggregate

for both Debtors' and Committee's Priority Professional Expenses on a pro rata basis) plus any unpaid statutory expenses payable pursuant to 28 U.S.C. §1930(a)(6) and interest thereon.

27. Upon the occurrence of an Event of Default contained in the DIP Credit Agreement, the DIP Lender may declare all DIP Obligations owing under the DIP Facility to be immediately due and payable and may declare a determination of any further obligation to extend credit to the Debtors and exercise all other remedies as set forth in section 13 of the DIP Credit Agreement. Upon the occurrence of an Event of Default and following the giving of seven (7) business days' notice to counsel for the Debtors, counsel for any Committee appointed in these Chapter 11 Cases, and the United States Trustee, the DIP Lender shall have immediate relief from the automatic stay and foreclose on all or any portion of the DIP Collateral, or otherwise exercise remedies against the DIP Collateral, as permitted by applicable non-bankruptcy law and the Debtors' right to use Cash collateral shall cease. Promptly upon receipt of such seven-business-days' notice from the DIP Lender, the Debtors shall post such notice on ECF, and the Debtor and any party-in-interest shall be entitled to an emergency hearing with this Court for the sole purpose of contesting whether an Event of Default has occurred.

28. Pursuant to section 364(e) of the of the Bankruptcy Code, if any or all of the provisions of this Interim Order or hereinafter modified, vacated or stayed, such stay, modification or vacation shall not affect the validity of any obligation, indebtedness, security interest, or liens granted by the Debtors to the DIP Lender, Pac West, Mayrich, prior to the effective date of any such stay, modification or vacation, or the validity and enforceability or priority of any Lien or security interest authorized, granted or created pursuant to this Interim Order.

29. The entry of this Interim Order is without prejudice to the rights of any party in interest, including the Official Committee of Unsecured Creditors (the "Committee"), if any, appointed in these Chapter 11 Cases, to challenge the prepetition liens of Mayrich, Pac West, or any other party to the extent such a right exists, provided however, any challenges to the validity, extent or priority of the liens or claims of Mayrich, Pac West, or any other party, including the assertion of any claim under sections 510, 544, 547, or 548 of the Bankruptcy Code (collectively, "Challenges") must be commenced, subject to obtaining standing, within sixty (60) days after the entry of the Final Order approving DIP Financing and use of cash collateral, if any (the "Challenge Deadline"). Any and all Challenges by any party (including any Chapter 11 or Chapter 7 trustee) shall be forever barred unless brought on or before the Challenge Deadline.

30. The provisions of this Interim Order shall be binding upon and inure to the benefit of the DIP Lender, Pac West, Mayrich, and the Debtors and their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as legal representative of the Debtors or with respect to the property of the estate of the Debtors) whether in these Chapter 11 Cases, in any subsequent cases under chapter 7 of the Bankruptcy Code, or upon dismissal of any such Chapter 11 or chapter 7 case.

31. The provisions of this Interim Order shall be immediately effective upon its entry by the Bankruptcy Court as provided for in Bankruptcy Rules 6004(g) and 7062.

32. The Final Hearing on the Motion is scheduled for July 16, 2020, at 9:00 a.m. (EST), and if necessary, July 17, 2020, at 9:00 a.m. (EST) before the Honorable Martin Glenn, U.S.B.J. Due to the current COVID-19 pandemic, the Final Hearing will be telephonic using either CourtSolutions or Zoom for Government to facilitate appearances. The Debtors anticipate that a

procedures order will be entered prior to the Final Hearing date outlining the procedures for participation in a Zoom for Government hearing.

33. A status conference in this matter will be held telephonically on July 8, 2020, at 2:00 p.m. (EST).

34. The Debtors shall promptly mail copies of this Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties that were given notice of the Interim Hearing, the 30 largest creditors on a consolidated basis to the extent they were not previously given notice of the Interim Hearing, to any other party that has filed a request for notices with the Court, and to counsel to the Committee after its formation (if any). Any party-in-interest objecting to the relief sought at the Final Hearing shall file written objections, and serve them on the counsel for the Debtors' at sandy@mhlaw-ny.com, with a copy to david@mhlaw-ny.com; counsel for the Committee (if appointed); counsel to the DIP Lender at dkleiner@kkwc.com; counsel for Mayrich Capital LLC at aostrow@beckerglynn.com; counsel for Pacific Western Bank at kdcurtin@pnblaw.com, with a copy to bsmoore@pbnlaw.com; and the Office of the United States Trustee at Richard.morrissey@usdoj.gov, with courtesy copies to Chambers as provided in the Chambers rules, in each case on or before July 14, 2020 at 12:00 p.m. (EST).

35. The provisions of this Interim Order or non-severable and mutually dependent.

IT IS SO ORDERED.

Dated: June 26, 2020
New York, New York

/s/ Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

RM BAKERY LLC

13-WEEK CASH FLOW FORECAST - RESTRUCTURING

	Forecast [1]												13 Week
Week Commencing	Week 1 6/14/20	Week 2 6/21/20	Week 3 6/28/20	Week 4 7/5/20	Week 5 7/12/20	Week 6 7/19/20	Week 7 7/26/20	Week 8 8/2/20	Week 9 8/9/20	Week 10 8/16/20	Week 11 8/23/20	Week 12 8/30/20	Week 13 9/6/20	Total
Beginning Cash	$ 30,000	$ 10,858	$ 111,154	$ 95,848	$ 12,944	$ 92,952	$ 91,240	$ 66,971	$ 33,873	$ 36,028	$ 15,599	$ 2,284	$ 65,141	$ 30,000
Operating Cash Receipts	$ 135,000	$ 135,000	$ 135,000	$ 135,000	$ 135,000	$ 135,000	$ 135,000	$ 135,000	$ 135,000	$ 135,000	$ 135,000	$ 135,000	$ 135,000	$ 1,755,000
Cash Disbursements														
Payroll:														
Payroll (including Employer Taxes)	$ (65,667)	$ (65,667)	$ (65,667)	$ (65,667)	$ (65,667)	$ (65,667)	$ (65,667)	$ (65,667)	$ (65,667)	$ (65,667)	$ (65,667)	$ (65,667)	$ (65,667)	$ (853,677)
Workers Compensation	$ (4,000)	$ (4,000)	$ (4,000)	$ (4,000)	$ (4,000)	$ (4,000)	$ (4,000)	$ (4,000)	$ (4,000)	$ (4,000)	$ (4,000)	$ (4,000)	$ (4,000)	$ (52,000)
Consulting and other expenses	$ (3,638)	$ (3,638)	$ (3,638)	$ (3,638)	$ (3,638)	$ (3,638)	$ (3,638)	$ (3,638)	$ (3,638)	$ (3,638)	$ (3,638)	$ (3,638)	$ (3,638)	$ (47,288)
Healthcare	$ -	$ (5,000)	$ -	$ -	$ -	$ (5,000)	$ -	$ -	$ -	$ (5,000)	$ -	$ -	$ -	$ (15,000)
Total Payroll	$ (73,305)	$ (78,305)	$ (73,305)	$ (73,305)	$ (73,305)	$ (78,305)	$ (73,305)	$ (73,305)	$ (73,305)	$ (78,305)	$ (73,305)	$ (73,305)	$ (73,305)	$ (967,965)
COGS Expenses:														
Ingredients & Raw Materials	$ (37,047)	$ (35,147)	$ (36,784)	$ (36,383)	$ (36,104)	$ (36,424)	$ (36,304)	$ (36,277)	$ (36,335)	$ (36,305)	$ (36,306)	$ (36,315)	$ (36,309)	$ (472,039)
Packaging	$ (9,454)	$ -	$ -	$ (9,454)	$ -	$ -	$ (9,454)	$ -	$ -	$ (9,454)	$ -	$ -	$ (9,454)	$ (47,269)
Outsourced Distribution Expenses	$ (8,400)	$ (8,400)	$ (8,400)	$ (8,400)	$ (8,400)	$ (8,400)	$ (8,400)	$ (8,400)	$ (8,400)	$ (8,400)	$ (8,400)	$ (8,400)	$ (8,400)	$ (109,200)
Total COGS Expenses	$ (54,901)	$ (43,547)	$ (45,184)	$ (54,236)	$ (44,504)	$ (44,824)	$ (54,157)	$ (44,677)	$ (44,735)	$ (54,159)	$ (44,706)	$ (44,715)	$ (54,163)	$ (628,508)
Occupancy Expenses:														
Rent	$ (5,000)	$ -	$ (5,000)	$ (30,318)	$ -	$ -	$ -	$ (30,318)	$ -	$ -	$ -	$ (30,318)	$ -	$ (100,955)
RE Taxes	$ -	$ -	$ -	$ (16,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (16,000)
Utilities	$ -	$ -	$ (12,000)	$ -	$ -	$ -	$ (12,000)	$ -	$ -	$ -	$ (12,000)	$ -	$ -	$ (36,000)
Warehouse Expenses	$ (777)	$ (2,351)	$ (818)	$ (797)	$ (2,024)	$ (808)	$ (806)	$ (803)	$ (2,305)	$ (806)	$ (805)	$ (805)	$ (805)	$ (14,710)
Total Occupancy Expenses	$ (5,777)	$ (2,351)	$ (17,818)	$ (47,115)	$ (2,024)	$ (808)	$ (12,806)	$ (31,121)	$ (2,305)	$ (806)	$ (12,805)	$ (31,123)	$ (805)	$ (167,664)
Other Operating Expenses:														
Insurance	$ -	$ -	$ (3,500)	$ (2,000)	$ -	$ -	$ (3,500)	$ (2,000)	$ -	$ -	$ -	$ (5,500)	$ -	$ (16,500)
Capital Leases	$ (3,000)	$ (3,000)	$ (3,000)	$ (3,000)	$ (3,000)	$ (3,000)	$ (3,000)	$ (3,000)	$ (3,000)	$ (3,000)	$ (3,000)	$ (3,000)	$ (3,000)	$ (39,000)
PacWest - Adequate Protection	$ -	$ -		$ (748)	$ -	$ -	$ -	$ (1,495)	$ -	$ -	$ -	$ -	$ (1,495)	$ (3,738)
Miscellaneous	$ (2,500)	$ (2,500)	$ (2,500)	$ (2,500)	$ (2,500)	$ (2,500)	$ (2,500)	$ (2,500)	$ (2,500)	$ (2,500)	$ (2,500)	$ (2,500)	$ (2,500)	$ (32,500)
Total Other Operating Expenses	$ (5,500)	$ (5,500)	$ (9,000)	$ (8,248)	$ (5,500)	$ (5,500)	$ (9,000)	$ (8,995)	$ (5,500)	$ (5,500)	$ (5,500)	$ (11,000)	$ (6,995)	$ (91,738)
Net Operating Cash Flow	$ (4,483)	$ 5,297	$ (10,306)	$ (47,904)	$ 9,667	$ 5,563	$ (14,269)	$ (23,099)	$ 9,155	$ (3,770)	$ (1,316)	$ (25,143)	$ (268)	$ (100,875)
Restructuring Cost:														
IRS/NYS - Q2 taxes	$ -	$ -	$ -	$ (30,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (30,000)
IRS/NYS - Q4 & Q1 taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (2,000)	$ (2,000)	$ (2,000)	$ (2,000)	$ (2,000)	$ (10,000)
Workers Comp Audit	$ (9,659)	$ -	$ -	$ -	$ (9,659)	$ -	$ -	$ -	$ -	$ (9,659)	$ -	$ -	$ -	$ (28,977)
Legal & Professional Fees	$ (5,000)	$ (5,000)	$ (5,000)	$ (5,000)	$ (5,000)	$ (5,000)	$ (10,000)	$ (10,000)	$ (5,000)	$ (5,000)	$ (10,000)	$ (10,000)	$ (5,000)	$ (85,000)
US Trustee Fee - RM Bakery	$ -	$ -	$ -	$ -	$ -	$ (1,950)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,950)
US Trustee Fee - BKD Group	$ -	$ -	$ -	$ -	$ -	$ (325)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (325)
Utility Deposits	$ -	$ -	$ -	$ -	$ (15,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (15,000)
Total Restructuring Cost	$ (14,659)	$ (5,000)	$ (5,000)	$ (35,000)	$ (29,659)	$ (7,275)	$ (10,000)	$ (10,000)	$ (7,000)	$ (16,659)	$ (12,000)	$ (12,000)	$ (7,000)	$ (171,252)
Net Cash Flow Before Financing	$ (19,142)	$ 297	$ (15,306)	$ (82,904)	$ (19,992)	$ (1,712)	$ (24,269)	$ (33,099)	$ 2,155	$ (20,429)	$ (13,316)	$ (37,143)	$ (7,268)	$ (272,127)
DIP Financing:														
Borrowing / (Repayment)	$ -	$ 100,000	$ -	$ -	$ 100,000	$ -		$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 300,000
Interest / Fees														$ -
Net DIP Financing	$ -	$ 100,000	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 300,000
Net Cash Flow	$ (19,142)	$ 100,297	$ (15,306)	$ (82,904)	$ 80,008	$ (1,712)	$ (24,269)	$ (33,099)	$ 2,155	$ (20,429)	$ (13,316)	$ 62,857	$ (7,268)	$ 27,873
Ending Cash	$ 10,858	$ 111,154	$ 95,848	$ 12,944	$ 92,952	$ 91,240	$ 66,971	$ 33,873	$ 36,028	$ 15,599	$ 2,284	$ 65,141	$ 57,873	$ 57,873

Notes:

{1} assumes filing date of Jun 15, 2020

{2} consolidates cash flows of subsidiary entities

{3} does not include optional, discretionary capex of up to $100k during this period

{4} assumes interest and fees on DIP accrued - may be paid in cash