UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

THIRD AMENDED JOINT PLAN OF REORGANIZATION of RM BAKERY, LLC, AND BKD GROUP LLC

MAYERSON & HARTHEIMER, PLLC
845 Third Avenue, 11th floor
New York, NY 10022
(646) 778-4380
Sandra E. Mayerson, Esq.
David H. Hartheimer, Esq.

Counsel for Debtors and
Debtors-in-Possession

Dated: June 28, 2024

[1] The Debtors in these chapter 11 cases, along with the last four numbers of each Debtor's taxpayer identification number are: RM Bakery LLC (7954) and BKD Group LLC (0624).

**JOINT PLAN OF REORGANIZATION OF
RM BAKERY, LLC AND BKD GROUP, LLC**

This Joint Plan of Reorganization and the accompanying Disclosure Statement is presented to you to inform you of the proposed Plan for the reorganization of RM Bakery, LLC, and BKD Group LLC, and the treatment of their creditors as part of their reorganization. The Debtors are being combined into one entity pursuant to this Plan. The Plan and Disclosure Statement are being provided to you at this point in advance of a hearing to determine the adequacy of the disclosure. Later, the Plan and Disclosure Statement will be used to solicit your acceptance of the Plan. **NO SOLICITATION OF YOUR ACCEPTANCE MAY BE MADE UNLESS AND UNTIL THIS PLAN AND DISCLOSURE STATEMENT HAVE BEEN APPROVED BY THE BANKRUPTCY COURT FOR PURPOSES OF SOLICITATION. You may object to the adequacy of the disclosure at a hearing held for that purpose on _____ __, 2024, at __ _.m.** Instructions for objecting to the adequacy of disclosure are contained in the accompanying Notice of Hearing.

You are encouraged to carefully review the full text of this document, including all exhibits and attachments, before deciding how to vote on the Plan.

YOUR BALLOT STATING HOW YOU ARE VOTING ON THE PLAN MUST BE RETURNED BY _____ __, 2024, BY 5:00 PM, PREVAILING EASTERN TIME. THE BALLOT MUST BE TO THE FOLLOWING ADDRESS:

A. If by regular mail:

**RM Bakery LLC Ballot Processing
c/o Epiq Corporate Restructuring, LLC
PO Box 4422
Beaverton, OR 97076-4422**

B. If by hand delivery or overnight mail:

**RM Bakery LLC Ballot Processing
c/o Epiq Corporate Restructuring, LLC
10300 SW Allen Blvd.
Beaverton, then 97005**

C. If by the E-Ballot Portal:

Submit your Ballot via the Claims and Solicitation Agent's online portal by visiting https://dm.epiq11.com/rmb, clicking on "E-Ballot" under "Case Actions" and following the instructions to submit your Ballot.

Any ballot received after 5 PM, prevailing Eastern time, on _____ __, 2024, will not be counted as a vote on the Plan.

[A HEARING ON THE CONFIRMATION OF THE PLAN IS SCHEDULED FOR _____ __, 2024, AT __:00 _M AT THE UNITED STATES BANKRUPTCY COURT, ONE BOWLING GREEN, NEW YORK, NY 10004. THE HEARING MAY BE HELD TELEPHONICALLY RATHER THAN IN PERSON. PARTIES MUST MAKE ARRANGEMENTS IN ADVANCE THROUGH THE WEBSITE FOR THE US BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK TO PARTICIPATE TELEPHONICALLY.]

THIS PLAN CONTAINS AN INJUNCTION INTENDED TO PROTECT THE DEBTORS FROM SUITS OR CLAIMS THAT MAY BE ASSERTED BY CREDITORS OR OTHER PARTIES-IN-INTEREST, AS WELL AS RELEASES AND EXCULPATION PROVISIONS INTENDED TO PROTECT THE DEBTORS AND THEIR MANAGEMENT FROM SUITS OR CLAIMS THAT MAY BE ASSERTED BY CREDITORS AND OTHER PARTIES-IN-INTEREST. THESE MAY AFFECT YOUR RIGHTS. YOU ARE ENCOURAGED TO READ ARTICLE 11 FOR MORE INFORMATION ABOUT SUCH MATTERS.

The Debtors believe that this Third Amended Joint Plan of Reorganization provides the best available recovery to its creditors. Your rights may be affected by this Amended Joint Plan of Reorganization. You are encouraged to read this Plan and the accompanying Disclosure Statement in their entirety, and you should consider discussing this document with an attorney.

The Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan before its substantial consummation to the full extent permitted by law.

June 28, 2024

Mayerson & Hartheimer, PLLC
845 3rd Ave., 11th floor
New York, NY 10022
646-778-4380
Sandra E. Mayerson, Esq., and David H. Hartheimer, Esq.
sandy@mhlaw-ny.com
david@mhlaw-ny.com
Counsel for the Debtors and Debtors-in-Possession

TABLE OF CONTENTS

INTRODUCTION AND SUMMARY OF THE PLAN AND DISTRIBUTIONS TO CREDITORS……..……..1

ARTICLE 1: DEFINITIONS, RULES OF INTERPRETATION, AND COMPUTATION OF TIME…….…… 1

A. Scope of Definitions……..……..1

B. Definitions……...……2

C. Rules of Construction…….…….…….12

D. Computation of Time…….…….…….12

ARTICLE 2: TREATMENT OF UNCLASSIFIED CLAIMS……..…12

2.1. Administrative Expense Claims……...13

2.2. Priority Tax Claims……...……...15

ARTICLE 3: CLASSIFICATION OF CLAIMS AND INTERESTS…….….16

ARTICLE 4: TREATMENT OF CLASSES OF CLAIMS AND INTERESTS UNDER THE PLAN……18

4.1. Class 1: Priority Non-Tax Claims…….……19

4.2. Class 2: Secured Claim of Pac West……....19

4.3. Class 3: Secured Claim of Mayrich…….....20

4.4. Class 4: Allowed Claims of FS Lender…..……20

4.5. Class 5: Other Secured Claims ……..20

4.6. Class 6: Non-insider General Unsecured Claims……22

4.7. Class 7: Convenience Class……...23

4.8. Class 8: Insider General Unsecured Claims……23

4.9. Class 9: Equity Interests……24

ARTICLE 5: ACCEPTANCE OR REJECTION OF THE PLAN…….…….…24

5.1. Voting Classes……24

5.2. Acceptance by Impaired Classes of Claims…….……24

ARTICLE 6: MEANS OF IMPLEMENTATION OF THE PLAN……..……..…25

6.1. Substantive Consolidation……...…….……25

6.2. Vesting of Assets of the Estate……..……25

6.3. Mergers…..……..……..25

6.4. New Equity Units……...……...26

6.5. Corporate Governance……..26

6.6. Sources of Cash for Plan Distributions…….……...27

6.7. Exit Financing and Potential Exchange …….28

6.8. Settlement of Claims and Interests…….28

6.9. Preservation of Causes of Action…….28

6.10. Exemption from Certain Transfer Taxes and Recording Fees……...29

6.11. Conditions Precedent to the Effective Date…….……..30

6.12. Nonconsensual Confirmation…….30

6.13. Closing of Chapter 11 Cases……..30

ARTICLE 7: DISTRIBUTIONS…….31

7.1. Payment Up to Allowed Claim……..31

7.2. Distributions……..31

7.3. Time of Payment……31

7.4. Disputed Claim Reserves……..31

7.5. Estimation of Claims…….32

7.6. Objections……..32

7.7. Updates to Claim Register Without Objection……....32

7.8 Fractional Cents…….33

7.9. Setoffs…….33

7.10. Time Bar to Cash Payments by Check……...33

ARTICLE 8: EXECUTORY CONTRACTS UNDER THE PLAN…….33

8.1. Rejection of Executory Contracts…….33

8.2. Rejection Claims……34

8.3. Assumption Prior to Entry of the Confirmation Order…….34

ARTICLE 9: RETENTION OF SUBJECT MATTER JURISDICTION AND CAUSES OF ACTION……...35

9.1. Retention of Subject Matter Jurisdiction……..……..35

9.2. Retention of Causes of Action……..…….37

ARTICLE 10: MODIFICATION OF PLAN…….37

10.1 Prior to the Confirmation Order…….37

10.2. After the Confirmation Order……38

ARTICLE 11: PROVISIONS REGARDING INJUNCTIONS, EXCULPATION AND THIRD PARTY RELEASES……..38

11.1. Injunction Relating to the Plan……...38

11.2. Releases……38

11.3. Exculpation……..39

ARTICLE 12: MISCELLANEOUS PROVISIONS…….…….39

12.1. Governing Law……39

12.2. Notices……..40

12.3. Reservation of Rights……..40

12.4. Binding Effect……..40

12.5. Discharge of Debtors……..40

INTRODUCTION AND SUMMARY OF THE PLAN AND DISTRIBUTIONS TO CREDITORS

RMB and BKD are the debtors and debtors-in-possession in these cases. They are proposing this reorganization plan for the resolution of the outstanding Claims and Interests, which, if confirmed, will allow RMB to continue in the bakery business. Capitalized terms used herein shall have the meanings ascribed to them in Article 1.B. of this Plan. In order to effectuate the Plan, the Debtors are proposing that all of the assets and all of the liabilities of both companies will be combined through a process known as substantive consolidation, with RMB as the surviving entity emerging from the Chapter 11. Substantive consolidation will eliminate all intercompany debt between RMB and BKD, which could otherwise be substantial. Equity issued pursuant to this Plan will be membership interest in the combined company. The Debtors submit that substantive consolidation benefits all creditors.

The Debtors are the proponents of this Plan within the meaning of Section 1129 of the Bankruptcy Code. Under Section 1125(b) of the Bankruptcy Code, a vote to accept or reject this Plan cannot be solicited from a Holder of a Claim or Interest until a disclosure statement has been approved for solicitation purposes by the Bankruptcy Court and distributed to Holders of Claims and Interests. [The Disclosure Statement relating to this Plan was approved by the Bankruptcy Court on_____ __, 2024, and has been made available to all parties whose votes are being solicited.] The Disclosure Statement contains, among other things, a discussion of the Debtors' history, business and operations, risk factors associated with the business and the Plan, and summaries of certain settlements.

The Plan provides for eight (8) classes of claims against the substantively consolidated Debtors and one class of equity interests. The treatment of each class is set forth herein. The Plan requires payments to be made over a period of four years from the Effective Date of the Plan. During such time, the Debtor will continue in the commercial bakery business. The Debtor submits that the Plan provides a greater recovery to Holders of Claims and Interests than would be available through a liquidation.

ALL HOLDERS OF CLAIMS AGAINST OR EQUITY INTERESTS IN A DEBTOR ARE ENCOURAGED TO READ THE PLAN AND DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE 1
DEFINITIONS, RULES OF INTERPRETATION, AND COMPUTATION OF TIME

A. Scope of Definitions

For purposes of this Plan, unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings ascribed to them in Article 1.B. of this Plan. Any term used in this Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules.

B. Definitions

1.1. **"Accepting Class"** means a Class that votes to accept the Plan in accordance with Section 1126 of the Bankruptcy Code.

1.2. **"Administrative Expense Bar Date"** shall apply to Administrative Expense Claims and means the first Business Day that is thirty (30) days after the Effective Date or such other date as established by Final Order of the Bankruptcy Court.

1.3. **"Administrative Expense Claim"** or **"Administrative Claim"** means any right to payment constituting a cost or expense of administration of the Chapter 11 Cases under Sections 503(b) and 507(a)(2) of the Bankruptcy Code, including without limitation: (a) any actual and necessary costs and expenses incurred on or after the Commencement Date of preserving the Estates and operating the Debtors' businesses; (b) Claims that have been determined by a Final Order to constitute an administrative expense of the Estates; (c) Professional Fee Claims; and (d) any fees or charges assessed against and payable by the Debtors under Section 1930 of title 28 of the United States Code.

1.4. **"Allowed"** means with respect to Claims (a) any Claim against a Debtor, proof of which is timely Filed or by order of the Bankruptcy Court is not or will not be required to be Filed, (b) any Claim that has been or is hereafter listed in the Schedules as neither disputed, contingent or unliquidated, and for which no timely Filed proof of Claim has been Filed, or (c) any Claim allowed pursuant to this Plan and, in each such case in (a) and (b) above, as to which either (i) no objection to the allowance thereof has been Filed within the applicable period of time fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or (ii) such an objection is so Filed and the Claim shall have been allowed pursuant to a Final Order (but only to the extent so allowed).

1.5. **"Assets"** means all assets and property of the Estates of the Debtors, regardless of whether reflected in the financial records of the Debtors, including but not limited to: Cash, deposits, refunds, rebates, abatements, fixtures, equipment, inventory, contractual interests, intangibles, claims, Causes of Action, suits, setoffs, recoupments, equitable or legal rights, interests and remedies.

1.6. **"Avoidance Actions"** means any and all actual or potential claims and causes of action to avoid a transfer of property or an obligation incurred by the Debtors, and their recovery, subordination, or other remedies that may be brought by and on behalf of the Debtors and their estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under Sections 502, 544, 545, 547, 548, 550, 553, and 724(a) of the Bankruptcy Code.

1.7. **"Ballots"** means the ballots accompanying the Plan upon which Holders of Impaired Claims and Interests entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

1.8. **"Bankruptcy Code"** means title 11 of the United States Code, as amended and in effect on the Commencement Date. With respect to any amendments to the Bankruptcy Code

subsequent to the Commencement Date, only to the extent that such amendments were made expressly applicable to bankruptcy cases which were filed as of the enactment of such amendments shall such amendments be included in the definition of Bankruptcy Code

1.9. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York, Manhattan Division, having jurisdiction over the Chapter 11 Cases or such other court of competent jurisdiction as may have such jurisdiction in the future.

1.10. "Bankruptcy Rules" means (a) the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under Section 2075 of title 28 of the United States Code, and (b) the Local Rules of the Bankruptcy Court, in each case, as in effect on the Commencement Date. With respect to any amendments to the Bankruptcy Rules subsequent to the Commencement Date, only to the extent that such amendments were made expressly applicable to bankruptcy cases which were filed as of the enactment of such amendments shall such amendments be included in the definition of Bankruptcy Rules.

1.11. "Bar Date" means the deadline set by the Bankruptcy Court pursuant to the Bar Date Order or other Final Order for filing proofs of claim in the Chapter 11 Cases, as the context may require. *See also* the definition of "General Claims Bar Date" below.

1.12. "Bar Date Order" means the order entered by the Bankruptcy Court on October 29, 2020 [Docket No. 98] and any subsequent order supplementing such order or relating thereto.

1.13. "**BKD**" means BKD Group LLC, a debtor and debtor-in-possession in this Chapter 11 Case.

1.14. "Business Day" means any day other than: (a) a Saturday, (b) a Sunday, and (c) a "legal holiday" as defined in Bankruptcy Rule 9006(a).

1.15. "Cases" has the same meaning as the term "Chapter 11 Cases"

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

1.17. "Cash Equivalents" means equivalents of Cash in the form of readily marketable securities or instruments issued by an Entity, including readily marketable direct obligations of, or obligations guaranteed by, the United States of America, commercial paper of domestic corporations carrying a Moody's rating of "P2" or better, or equivalent rating of any other nationally recognized rating service, or interest bearing certificates of deposit or other similar obligations of domestic banks or other financial institutions having a shareholders' equity or capital of not less than five hundred million dollars ($500,000,000) having maturities of not more than one year, at the then generally prevailing rates of interest for like amounts and like periods.

1.18. "Causes of Action" means any and all actions, causes of action, rights, suits, debts, sums of money, damages, judgments, claims, proceedings, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims, and demands whatsoever, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and whether asserted or assertable in contract or in tort, directly or derivatively, existing

or hereafter arising, in law, equity, or otherwise, including but not limited to, actions brought prior to the Commencement Date, Avoidance Actions, and any Action against any Entity for failure to pay for products or services provided or rendered by any Debtor, all claims, suits or proceedings relating to the enforcement of the Debtors' intellectual property rights, and all claims or causes of action seeking recovery of the Debtors' or the Reorganized Debtor's accounts receivable or other receivables or rights to payment created arising in the ordinary course of the Debtors' or the Reorganized Debtor's businesses, based in whole or in part upon any act or omission or other event occurring prior to the Commencement Date or during the course of the Cases, including through the Effective Date, that belong to the Debtors or their Estates.

1.19. "Chapter 11 Cases" means these chapter 11 cases of RMB and BKD pending in the United States Bankruptcy Court for the Southern District of New York and jointly administered as Case No. 20-11422 (MG).

1.20. "Claim" means any claim against a Debtor, regardless of whether asserted and regardless of whether known, as the term "claim" is defined in Section 101(5) of the Bankruptcy Code.

1.21. "Claims and Solicitation Agent" means Epiq Corporate Restructuring LLC.

1.22. "Claims Objection Deadline" shall have the meaning ascribed to it in Section 7.6 of the Plan.

1.23. "Class" means any group of substantially similar Claims or Equity Interests classified by the Plan pursuant to Section 1122 of the Bankruptcy Code.

1.24. "Commencement Date" means June 15, 2020, the date on which each Debtor filed its voluntary petition under chapter 11 of the Bankruptcy Code. "Commencement Date" is used interchangeably with the term "Petition Date", and means the same thing.

1.25. "Confirmation" means the entry, within the meaning of Bankruptcy Rule 5003, of the Confirmation Order, subject to all conditions specified in Section 6.9 herein having been satisfied or waived in accordance with the terms herein.

1.26. "Confirmation Date" means the date on which Confirmation occurs.

1.27. "Confirmation Hearing" means the hearing held by the Bankruptcy Court pursuant to Section 1128 of the Bankruptcy Code to consider the Confirmation of the Plan, as it may be adjourned or continued from time to time.

1.28. "Confirmation Order" means an order of the Court confirming the Plan under Section 1129 of the Bankruptcy Code that has become a Final Order.

1.29. "Creditor" has the meaning ascribed to such term in Section 101(10) of the Bankruptcy Code.

1.30. "Cure" means the payment or other honoring of all obligations required to be paid or honored in connection with the assumption of an Executory Contract or Unexpired Lease

pursuant to Section 365 of the Bankruptcy Code, including (a) the cure of any non-monetary defaults to the extent required, if it all, pursuant to Section 365 of the Bankruptcy Code, and (b) with respect to monetary defaults, the distribution, within a reasonable period of time following the Effective Date, of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption (or assumption and assignment) of and Executory Contract or Unexpired Lease, pursuant to Section 365(b) of the Bankruptcy Code, in an amount equal to all unpaid monetary obligations or such other amount as may be agreed upon by the parties, under such Executory Contract or Unexpired Lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

1.31. "Cure Notice" means the notice of proposed Cure amount provided to counterparties to assumed Executory Contracts or Unexpired Leases pursuant to Article 8 of the Plan.

1.32. "Cure Objection Deadline" means the deadline for filing objections to a Cure Notice or proposed Cure, which shall be on or before fourteen (14) days after the applicable counterparty was served with a Cure Notice.

1.33. "Debtor" means one of the Debtors, in its individual capacity as a debtor and debtor-in-possession in its respective Chapter 11 Case.

1.34. "Debtors" means collectively RM Bakery, LLC, and BKD Group LLC, as debtors and debtors-in- possession in the Chapter 11 Cases.

1.35. "DIP Facility" means the debtor-in-possession secured financing facility provided by FS Lender in accordance with the financing and cash collateral agreements finally approved by the Bankruptcy Court on July 16, 2020 [Docket No. 57], and any amendments thereto.

1.36. "DIP Lender" means FS Lender 2015 LLC, the lender and secured party pursuant to the DIP Facility.

1.37. "Disallowed" means (a) a Claim, or any portion thereof, that has been disallowed by a Final Order or a settlement, or as provided in this Plan; (b) a Claim or any portion thereof that is Scheduled at zero or as an unknown amount, or as contingent, disputed, and/or unliquidated, and as to which a proof of Claim Bar Date has been established but no proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law; or (c) a Claim or any portion thereof that is not Scheduled and as to which a proof of Claim Bar Date has been established but no proof of claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

1.38. "Disclosure Statement" means the disclosure statement and any supplements thereto that relates to this Plan, as such disclosure statement may be amended, modified, or supplemented from time to time in accordance with the terms therein, all as approved by an order of the Bankruptcy Court pursuant to Sections 1125 and 1127 of the Bankruptcy Code and Bankruptcy Rule 3017.

1.39. "Disclosure Statement Order" means the order entered by the Bankruptcy Court approving the Disclosure Statement as containing, among other things, "adequate information" as required by Section 1125 of the Bankruptcy Code and solicitation procedures related thereto.

1.40. "Disputed" means, with respect to a Claim or any portion thereof, (a) any Claim as to which a Debtor or other party-in-interest, in accordance with applicable law, has interposed an objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, or any Claim (or portion thereof) otherwise disputed by any Debtor or other party-in-interest in accordance with applicable law, which objection has not been withdrawn or determined by a Final Order; (b) any Claim scheduled by a Debtor as contingent, unliquidated, or disputed; (c) any Claim on the Schedules amended by a Debtor to be designated contingent, unliquidated, or disputed; or (d) any Claim prior to it having become an Allowed Claim.

1.41. "Disputed Reserve" means the aggregate amount of Cash that would have been distributed on a Distribution Date to the Holders of Disputed Claims if such Disputed Claims had in fact been Allowed on such date: (a) for liquidated Claims, in the amount asserted in a filed Proof of Claim or Administrative Claim; and (b) for unliquidated Claims, the amount asserted in a filed Proof of Claim or Administrative Claim, or, if an estimation proceeding has taken place, the amount estimated by the Court.

1.42. "Distribution" means a distribution of Cash or other Assets of the Estates made in accordance with the Plan.

1.43. "Distribution Date" means the date or dates selected by the Reorganized Debtor, in its sole discretion but in accordance with the Plan, upon which Distributions to Holders of Allowed Claims and Interests entitled to receive Distributions under this Plan shall occur.

1.44. "Distribution Record Date" means the date for determining which Holders of Allowed Claims and Interests are eligible to receive the given Distribution under the Plan. The Initial Distribution Record Date shall be fifteen (15) Business Days after entry of the Confirmation Order or such other date as designated by an order of the Bankruptcy Court. For each subsequent distribution, the Distribution Record Date shall be no less than ten (10) business days prior to the scheduled Distribution Date.

1.45. "Effective Date" means the date on which this Plan shall take effect, which date shall be a Business Day on or after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions precedent to the effectiveness of this Plan specified in Article 6 have been satisfied, or, if capable of being waived in accordance with the terms herein, waived, which date shall be specified in a notice filed by the Reorganized Debtor with the Bankruptcy Court.

1.46. "Entity" means an entity as defined in Section 101(15) of the Bankruptcy Code.

1.47. "Equity Interest, or Interest" means the legal, equitable, contractual, and other rights of any Person with respect to existing membership units or other equity interest, or any other equity securities of, or ownership interests in, the Debtors, and, where the context is appropriate, in the Reorganized Debtor.

1.48. "Estates" means the Debtors' chapter 11 estates, individually or collectively, as is appropriate in context, created by the commencement of and in the Chapter 11 Cases pursuant to Section 541 of the Bankruptcy Code.

1.49. "Estate Litigation" means all proceedings arising from or relating to: (i) all Claims, (ii) objections to Claims, (iii) Causes of Action, including but not limited to, any litigation or claims that can be instituted or asserted by the Estates, the Debtors, or by any party on behalf of or for the benefit of the Estates.

1.50. "Exculpated Claim" means any claim (as defined in Section 101(5) of the Bankruptcy Code) or Cause of Action whatsoever related to any act taken or omitted after the Commencement Date arising out of the Chapter 11 Cases related to any of the Debtors, including, without limitation, (i) the negotiation of any settlements entered into, with, or by any of the Debtors or any other estate representatives, (ii) the formulation, preparation, dissemination, negotiation, filing, prosecution, approval or administration of the Plan and Disclosure Statement and/or any financing agreement, and/or (iii) any contract, instrument, release, assignment, or other agreement or document created or entered into in connection with any such negotiations or settlements of these Chapter 11 Cases, or any financing agreement or settlement in connection there with, the filing of the Chapter 11 Cases, the pursuit of Confirmation, and the administration and implementation of the Plan.

1.51. "Exculpated Party" shall have the meaning ascribed to it in Article 11 of the Plan.

1.52. "Executory Contract" means a contract or unexpired lease (including amendments thereto) to which a Debtor is a party that is or previously was subject to assumption or rejection under Sections 365 or 1123 of the Bankruptcy Code.

1.53. "Exit Financing" means the loan of a minimum of $1,250,000 from Leaven Corporation which is being provided to finance the Plan in exchange for a senior secured note from the Reorganized Debtor which will be secured by all of the assets of the Reorganized Debtor, subject to the liens provided for in this Plan, as described more fully in Section 6.7. of this Plan.

1.54. "Face Amount" means (a) when used in reference to a Disputed Claim or Disallowed Claim, the full stated liquidated amount claimed by the Holder of a Claim in any proof of Claim, or amendment thereof, in accordance with any applicable law, timely filed with the Bankruptcy Court or otherwise deem timely filed by any Final Order of the Bankruptcy Court or other applicable bankruptcy law, or the amount estimated for such Claim in an order of the Bankruptcy Court, and (b) when used in reference to an Allowed Claim or Allowed Interest, the Allowed amount of such Claim or Interest. If none of the foregoing applies, the Face Amount of the Claim shall be zero ($0) dollars.

1.55. "File" or **"Filed"** means, with respect to any pleading, entered on the docket of the Chapter 11 Cases and properly served in accordance with the Bankruptcy Rules.

1.56. "Final Order" means an order or judgment of the Court as to which the time to appeal, petition for certiorari, seek mandamus, or move for reargument, reconsideration, or rehearing has expired, and as to which no appeal, petition for certiorari, or other proceedings for reargument, reconsideration, or rehearing is pending; or, if an appeal, writ of certiorari, or petition

for mandamus, reargument, reconsideration, or rehearing has been Filed or sought with respect to any order or judgments of the Court, that order or judgment has been affirmed by the highest court to which it was appealed, or certiorari has been denied, or mandamus, reargument, reconsideration, or rehearing has been denied or resulted in no modification thereof, and the time to take any further appeal, petition for certiorari, or move for mandamus, reargument, reconsideration, or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure (or any analogous motion under the Bankruptcy Rules) may be Filed with respect to an order or judgment shall not cause such order or judgment not to be a Final Order.

1.57. "FS Lender" means FS Lender 2015 LLC, the DIP Lender in these Chapter 11 Cases.

1.58. "General Claims Bar Date" means December 9, 2020.

1.59. "General Claims Bar Date Order" means the order entered by the Court on October 29, 2020 [Docket No. 98], which established the General Claims Bar Date.

1.60. "General Unsecured Claim" means any Claim against a Debtor that is not (i) a Secured Claim; (ii) entitled to priority under Sections 503 or 507 of the Bankruptcy Code; (iii) an Administrative Expense Claim, Priority Tax Claim, or a Priority Non-Tax Claim, or (iv) a subordinated Claim.

1.61. "Holder" means the beneficial holder of any Claim or Equity Interest in a Debtor, in its capacity as such.

1.62. "GSB" means GSB Industries LLC, the successor to Mayrich which has purchased the Mayrich loan and security interest.

1.63. "Initial Distribution Date" means the date selected by the Reorganized Debtor, in its sole discretion, upon which distributions to Holders of Allowed Claims and Interests of Assets due to be distributed when the Plan becomes Effective are distributed, which date cannot be more than ten (10) business days after the Effective Date.

1.64. "Intercompany Claim" means a Claim or a Cause of Action by one Debtor against the other Debtor.

1.65. "Impaired" shall have the meaning ascribed to it in Section 1124 of the Bankruptcy Code.

1.66. "Insiders" shall have the meaning ascribed to it in Section 101(31) of the Bankruptcy Code, plus all entities under common control with the Debtors as of the Petition Date.

1.67. "KI 27323" means Kuzari Investor 27323 LLC, the current managing member of BKD. Upon Confirmation, it will no longer be the managing member.

1.68. "Kuzari Manager" means Kuzari Manager 94647 LLC, an insider which has purchased the claims of KI 27323.

1.69. "Liabilities" means the liabilities of the Estates, whether or not reflected in the financial records of the Debtors.

1.70. "Leaven" means Leaven Corporation, a Delaware corporation which is providing the Exit Financing.

1.71. "Lien" shall have the meaning ascribed to it in Section 101(37) of the Bankruptcy Code, except that a lien that has been or may be avoided or void shall not constitute a Lien for the purposes of the Plan.

1.72. "Mayrich" means Mayrich Capital LLC, a secured lender to the Debtors on the Petition Date, which subsequently sold its Claims to GSB.

1.73. "Net Profits" means gross revenue from operations minus the cost of reasonable and ordinary operating expenses, including, ordinary and customary cost of goods sold, all discounts and credits, depreciation, financing expenses including interest, taxes, payroll, and any other operating expenses, as well as all payments made pursuant to the Plan.

1.74. "New Equity Units" means membership units in the Reorganized Debtor issued pursuant to the Plan.

1.75. "NLRB" means the National Labor Relations Board.

1.76. "Pac West" means Pacific Western Bank, a secured lender to the Debtors.

1.77. "Pac West Loan" means that certain credit facility entered into between RMB and Pac West as successor-in-interest to Square 1 Bank, as approved and authorized by the SBA and bearing SBA Loan # PLP6107185007, and all security agreements, guarantees thereof and subordination agreements related thereto.

1.78. "Person" means a person as defined in Section 101(41) of the Bankruptcy Code.

1.79. "Petition Date" means June 15, 2020, the date these Chapter 11 Cases were commenced. "Petition Date" is used interchangeably with "Commencement Date", and means the same thing.

1.80. "Plan" means this Third Amended Joint Plan of Reorganization for the resolution of outstanding Claims and Interests in the Chapter 11 Cases, as may be modified, amended or supplemented at any time in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the terms hereof, including the Plan Supplement and Exhibits, supplements, appendices, and schedules.

1.81. "Plan Proponents" means the Debtors.

1.82. "Plan Supplement" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, to be Filed at least twenty-one (21) calendar days before the Confirmation Hearing, and any additional documents or schedules Filed before the Effective Date

as supplements or amendments to the Plan Supplement. The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date.

1.83. "Prepetition Obligations" means all of Debtors' obligations, indebtedness, and liabilities arising prior to or existing as of the Petition Date.

1.84. "Priority Non-Tax Claim" means any Claim accorded priority in right of payment under Section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

1.85. "Priority Tax Claim" means any Claim of a governmental unit (as that term is defined in the Bankruptcy Code) of the kind entitled to priority in payment as specified in Sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.86. "Professional" means any person or Entity employed by the Debtors in accordance with Sections 327, 328, or 1103 of the Bankruptcy Code, and who shall be compensated for services rendered prior to the Effective Date pursuant to Sections 327, 328, 329, 330, or 331 of the Bankruptcy Code.

1.87. "Professional Fee Bar Date" shall apply to Professional Fee Claims and means the first Business Day that is sixty (60) days after the Effective Date or such other date established by Final Order of the Bankruptcy Court.

1.88. "Professional Fee Claims" means an Administrative Claim for reasonable compensation of a Professional for services rendered or expenses incurred in the Chapter 11 Cases on or prior to the Confirmation Date.

1.89. "Pro Rata" means, with reference to any Distribution on account of any Allowed Claim in any Class, the ratio (expressed as a percentage) that the amount of the Allowed Claim bears to the aggregate amount of all Allowed Claims in that Class. Until all Disputed Claims are Resolved, the Face Amount of Disputed Claims shall be treated as Allowed Claims in the amount used for calculation of the Disputed Reserve for the purpose of calculating Pro Rata Distributions of the Assets.

1.90. "Proof of Claim" means a Claim Filed against a Debtor in either of the Chapter 11 Cases.

1.91. "Record Date for Voting" means the record date for determining the entitlement to vote then Allowed Claims and Interests, which date is the date of the hearing on the adequacy of the Disclosure Statement, which is currently scheduled for _____, 2024

1.92. "Rejected Contract" means an Executory Contract deemed rejected effective as of the Effective Date or such other date as may be agreed to by the parties to the Executory Contract or as ordered by the Bankruptcy Court.

1.93. "Rejection Claim" means any Claim arising from a Rejected Contract, including any Claim of (a) a lessor for damages resulting from the rejection of a lease of real property as any such Claim shall be calculated in accordance with Section 502(b)(6) of the Bankruptcy Code, or

(b) an employee for damages resulting from the rejection of an employment agreement as any such Claim shall be calculated in accordance with Section 502(b)(7) of the Bankruptcy Code. A Rejection Claim shall constitute a General Unsecured Claim.

1.94. "Rejection Claims Bar Date" means the deadline to File a Proof of Claim for damages under a Rejected Contract and such deadline is thirty (30) days after the entry of an order by the Bankruptcy Court rejecting such contract or thirty (30) days after entry of the Confirmation Order (in the event the Rejected Contract was rejected pursuant to the Plan), whichever occurs first.

1.95. "Representatives" means, without limitation, any existing or former affiliate, subsidiary, member, officer, director, partner, stockholder, trustee, member, representative, employee, agent, attorney, business advisor, financial advisor, accountant, other Professional, their successors or assigns, or any Person who is or was in control of any of the foregoing.

1.96. "Reorganized Debtor" means the Entity which is the substantively consolidated Debtors, or any successor thereto, from and after the Effective Date. Where the context requires, the term "Debtors" will mean the Reorganized Debtor.

1.97. "RMB" means RM Bakery, LLC, a Debtor and debtor-in-possession in this Chapter 11 Case.

1.98. "RMB 2023 Manager, LLC" means that certain Delaware limited liability company which will serve as the non-member Manager of the Reorganized Debtor.

1.99. "SBA" means the Small Business Administration.

1.100. "Schedules" means the schedules of assets and liabilities and the statements of financial affairs Filed by the Debtors pursuant to Section 521 of the Bankruptcy Code, and as such schedules and statements have been or may be supplemented or amended from time to time.

1.101. "Section 503(b)(9) Claim" means any Claim asserted under Section 503(b)(9) of the Bankruptcy Code equal to the value of any goods received by the Debtors within twenty (20) days before the Petition Date which have been sold to the Debtors in the Debtors' ordinary course of business.

1.102. "Secured Claim" means an Allowed Claim that is secured by a Lien (which is valid, perfected and enforceable under applicable law or by reason of a Final Order) on property in which the Estate has an interest or that is subject to a setoff under Section 553 of the Bankruptcy Code, to the extent of the value of the Collateral, as determined in accordance with Section 506(a) of the Bankruptcy Code, or to the extent of the amount subject to the setoff.

1.103. "Unclaimed Property" means any Distributions that are returned to the Debtors or the Reorganized Debtor as: (i) undeliverable to a Holder and Allowed Claim or Interest, or (ii) unclaimed by a Holder of an Allowed Claim or Interest, as further described in Article 7 herein.

1.104. "Unimpaired" means an Allowed Claim or Equity Interest that is not "impaired" within the meaning of Section 1124 of the Bankruptcy Code.

1.105. "United States Trustee" or **"U.S. Trustee"** means the United States Trustee appointed under Section 591 of title 28 of the United States Code to serve in the Southern District of New York.

1.106. "United States Trustee Fees" means all fees payable to the United States Trustee, including pursuant to 28 U.S.C. § 1980, together with interest, if any, pursuant to 31 U.S.C. § 3717.

1.107. "Voting Deadline" means _____, 2024, at 5 PM prevailing Eastern time.

C. Rules of Construction

Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter. For purposes of the Plan: (a) any reference in the Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that the document shall be substantially in that form or substantially on those terms and conditions; (b) any reference in the Plan to an existing document or exhibit Filed or to be Filed means the document or exhibit as it may have been or may be amended, modified, or supplemented; and (c) unless otherwise specified, all references in the Plan to Articles, Schedules, and Exhibits are references to articles, schedules, and exhibits of or to the Plan. Unless otherwise specified, the words "herein," "hereof," "hereto," "hereunder," and other words of similar meaning refer to the Plan as a whole and not to any particular article, section, subsection, or clause contained in the Plan. A capitalized term used but not defined herein shall have the meaning given to that term in the Bankruptcy Code. The rules of construction contained in Section 102 of the Bankruptcy Code shall apply to the construction of the Plan.

The headings in the Plan are for convenience of reference only and shall not expand, limit, or otherwise affect the provisions of the Plan. Unless otherwise indicated herein, all references to dollars are to United States dollars.

D. Computation of Time.

Unless otherwise expressly provided herein, in computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply. If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

ARTICLE 2
TREATMENT OF UNCLASSIFIED CLAIMS

In accordance with Section 1123(a)(l) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes

of Claims and Equity Interests set forth in Article 4 hereof. These unclassified Claims are treated as follows:

2.1. Administrative Expense Claims.

(a) Administrative Expenses. Each Holder of an Allowed Administrative Expense Claim other than Professional Fee Claims, United States Trustee Fees, and Section 503(b)(9) claims will be paid in the ordinary course unless the Holder of the Claim has agreed to a different treatment. If such Claim is Allowed after the Effective Date, such Claim will be paid when it is Allowed or as soon as practicable thereafter. The NLRB has agreed to a different treatment for its administrative expense, and that treatment, as approved by the Bankruptcy Court [Docket No. 166] is hereby incorporated by reference. A detailed description of the NLRB Settlement is in the Disclosure Statement. The Debtor is proposing a different treatment for the administrative claim of The Hartford arising from it insurance policies. Treatment of the Hartford's claims is described below. The Debtor and Consolidated Edison ("**Con Ed**") have agreed to a different treatment for the administrative Claim of Con Ed, which treatment is set forth below. The Debtor has reached a settlement concerning fees owed to its Claims and Solicitation Agent, and such settlement is set forth below.

(b) Pac West Adequate Protection Payments. The Debtors shall continue to pay Pac West adequate protection payments of $2,500 per month through the Effective Date. Any unpaid and outstanding adequate protection payments owed to Pac West on the Effective Date shall constitute an Allowed Administrative Expense Claim and shall be paid on the Initial Distribution Date.

(c) Statutory Fees. All U.S. Trustee Fees of the Debtors payable pursuant to Section 1930 of title 28 of the United States Code shall be paid (i) if due and owing on the Effective Date, on or prior to the Initial Distribution Date by the Debtors, and (ii) if due and owing after the Effective Date, as and when due.

(d) Professional Fee Claims. Each Professional who holds a Professional Fee Claim shall be required to File with the Bankruptcy Court, and to serve on all parties required to receive notice, a final Fee Application on or before the Professional Fee Bar Date. The failure to timely File the Fee Application shall result in the Professional Fee Claim being forever barred and discharged. A Professional Fee Claim with respect to which a fee application has been properly and timely filed pursuant to this Article 2 shall be treated and paid only to the extent Allowed by a Final Order. No Professional Fee Claims shall be Allowed on account of any services rendered by a Professional whose retention with respect to the Chapter 11 Cases has not been approved by the Bankruptcy Court.

(e) Section 503(b)(9) Claims. Allowed Section 503(b)(9) Claims, if any, will be paid in full within thirty (30) days of the Effective Date of the Plan, unless the holder thereof agrees to a different treatment.

(f) Administrative Expense Bar Date. Requests for payment of Administrative Expense Claims other than Professional Fees must be filed by the Administrative Expense Bar Date. Holders of Administrative Expense Claims that do not File such requests by the Administrative Expense Bar Date shall be forever barred from asserting such Administrative

Expenses against the Debtors, the Reorganized Debtor, or any of their Assets; provided, however, if the Holder of an Administrative Claim has executed a Critical Vendor Agreement, such Holder does not need to file any request for payment in order to be paid in accordance with such Critical Vendor Agreement.

(g) Administrative Claims of The Hartford. The Hartford has Allowed Administrative Claims against the Debtors, but the Debtors are entitled to certain credits from The Hartford for dividends under the policies over time. Accordingly, the Debtors and The Hartford have agreed that all existing contracts with The Hartford are assumed at Confirmation, and the Confirmation Order will so provide. The Debtors will pay The Hartford $26,263.11 on the Initial Distribution Date, which the parties estimate will be the approximate amount of the Allowed Administrative Claim after application of the dividend credits. Thereafter, upon the final dividend calculations, the Debtors will promptly pay The Hartford any further amounts it owes, or The Hartford will promptly pay the Reorganized Debtor any amounts which it owes.

(h) Administrative Claims of Con Ed. Con Ed has an Allowed Administrative Claim in the amount of $510,531.80 through June 14, 2024, which includes $21,590 for a security deposit. Con Ed and the Debtors have agreed to discharge such claim as follows:

i. All new bills rendered after June 14, 2024, will be paid timely.

ii. $100,000 of the Administrative Claim will be paid by July 15, 2024.

iii. $125,000 will be paid on the Initial Distribution Date, which shall include the $21,590 security deposit. Since the existing segregated account of $20,000 as additional security for all utilities will be released on the Effective Date, a portion of this payment will be made by transferring the amounts in said account to Con Ed.

iv. The Reorganized Debtor will pay Con Ed monthly payments of $10,000 each by the 15th of each month for 28 months commencing with the month following the Initial Distribution Date.

v. A final installment of $5,531.80 will be paid in the 29th month by the 15th of the month.

vi. No additional late fees, interest or penalties will be added to the $510,531.80 Administrative Claim, so long as, the above payments are made timely.

vii. Con Ed will not discontinue services for late payment of the $510,531.80, so long as, the above payments are made timely.

viii. Alternatively, if, after making the first $100,000 payment, Debtor pays $326,182.28 on or before the Initial Distribution Date, the entire Administrative Claim will be deemed discharged.

(i) Administrative Claims of Claims and Solicitation Agent.

Epiq, the Debtors' Claims and Solicitation Agent, has filed a motion for immediate payment of its Administrative Claims. The Debtors contest the amount of the Administrative Claims, and the parties are engaged in good faith negotiations. The Debtors expect to reach a settlement reducing the fees (but not the expenses) by at least 20% and capping the Administrative Claims throughout the rest of the Chapter 11 Case. The Debtors hope to reach an agreement to pay a portion of the Allowed Administrative Claim over time. Once agreement is reached, the Debtors will update this Plan accordingly.

(j) Administrative Tax Claims.

Administrative Tax Claims are discussed below.

(k) Administrative Claims of Landlord.

Any Allowed Administrative Claims of the Landlord will be paid in accordance with stipulations previously approved by the Bankruptcy Court.

2.2. Administrative and Priority Tax Claims.

The holders of Allowed Administrative and Priority Tax Claims will be paid as follows**:**

i. Administrative Claims, minus any postpetition penalties and interest, will be paid in full on the Initial Distribution Date.

ii. The Remaining Allowed Administrative and Priority Tax Claims will be paid, with statutory interest, in monthly payments over three years from that date which is six months from the Initial Distribution Date. With respect to the IRS, the monthly payments will be in the amount of $3,998.08. The first such monthly payment will be due six months after the Initial Distribution Date. If, for any reason, the monthly payments over three years have not paid the Administrative and Priority Tax Claim in full, the Reorganized Debtor will keep making monthly payments until the Allowed Claim is paid in full.

iii. Debtors are unaware of any Administrative or Priority tax claims of to any taxing authorities other than the IRS and the State of New York, and are seeking the approval of such authorities to the above treatment. To the extent there are Allowed Priority Tax Claims other than such Claims, unless the Holder of such Claim agrees to a different treatment, the Holders of such Allowed Claims will receive on account of such Allowed Claims regular installments on a quarterly basis beginning the first full calendar quarter after the Initial Distribution Date in Cash:

(A) of a total value, as of the Effective Date of the Plan, equal to the Allowed amount of such Claim;

(B) over a period ending not later than June 14, 2025; and

(C) in a manner not less favorable than the most favored nonpriority unsecured claim provided for by this Plan;

provided, however, that the Debtors may pay any Allowed Administrative and Priority Tax Claims in full at any time without premium or penalty. Nothing herein shall prevent the Debtors from utilizing any settlements they may have against Allowed Priority Tax Claims.

Notwithstanding the foregoing:

(a) The Debtor is entitled to certain post-petition Employee Retention Credits ("ERC") from the IRS in the following amounts:

(i) a credit of $111,016 for the fourth quarter of 2020;

(ii) a credit of $105,807.24 for the first quarter of 2021; and

(iii) a credit of $113,263.18 for the second quarter of 2021.

Upon Confirmation, the IRS shall apply these ERC credits, which total $330,086.42, first to its Allowed Administrative Claim, and thereafter to its Allowed Priority Tax Claims. Any remaining amount owed for Allowed Priority Tax Claims after the application of such ERC credits will be paid as set forth above.

ARTICLE 3
CLASSIFICATION OF CLAIMS AND INTERESTS

Pursuant to Section 1122 of the Bankruptcy Code, set forth below is a designation of classes of Claims against and Equity Interests in the Debtors. There has been no differentiation between Claims and Equity Interests in the two Debtors, as, it is anticipated that the Debtors will be substantively consolidated upon Confirmation. See Article 6 below. A Claim or Equity Interest is placed in a particular Class for the purposes of voting on this Plan and/or receiving Distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or an Allowed Equity Interest in that Class, and such Claim or Equity Interest has not been paid, released, or otherwise settled prior to the Distribution Date for such Claim or Equity Interest. In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, and Priority Tax Claims of the kinds specified in sections 507(a)(1) and 507(a)(8) of the Bankruptcy Code, respectively, have not been classified, and their treatment is set forth in Article 2 above.

The classification of Claims against and Equity Interests in the Debtors pursuant to the Plan are as follows:

Class	Proposed Recovery	Claims/Interests	Status	Entitled to Vote
1	Paid in Full over time	Priority Non-Tax Claims	Impaired	Yes
2	$300,000, plus deficiency claim and catch up of any past due adequate protection payments	Secured Claim of Pac West	Impaired	Yes
3	The Value of Collateral ($750,000) will "ride through" bankruptcy on existing terms of credit line; any amount over $750,000 will be canceled; the amount of the deficiency claim will convert to equity in the Reorganized Debtor at the rate of four membership units for each dollar of debt	Secured Claim of GSB, formerly belonging to Mayrich	Impaired	Yes
4	Conversion to equity at the rate of four membership units for each dollar of debt, plus payment of professional fees	Allowed Secured Claims of FS Lender	Impaired	Yes

5	At the Debtor's option, Payment up to the Allowed Amount of the Secured Claim (the value of Collateral) in quarterly installments over 36 months or the return of the Collateral plus any deficiency claim becomes a general unsecured claim, unless Holder agrees otherwise	Other Secured Claims	Impaired	Yes
6	Pro Rata share of $50,000 at confirmation and 25% of the net profits of the Reorganized Debtor for a three-year period beginning with the first full fiscal year after the Effective Date	Non-insider General Unsecured Claims	Impaired	Yes
7	Pro Rata share of $20,000	Convenience Class for Claims of $15,000 or less	Impaired	Yes
8	Conversion to equity	Insider General Unsecured Claims	Impaired	Yes
9	Equity canceled; no distribution	Equity Interests	Impaired	No-- Deemed to have ejected Plan

ARTICLE 4
TREATMENT OF CLASSES OF CLAIMS AND INTERESTS UNDER THE PLAN

The following treatment set forth in this Article 4 shall be accorded to Allowed Claims against the Debtors and Interests in the Debtors:

4.1. Class 1: Priority Non-Tax Claims.

Class 1 consists of Allowed Priority Non-Tax Claims held against Debtors, other than Professional Fee Claims. Unless otherwise agreed by a Holder of a Priority Non-Tax Claim, each Holder of a Priority Non-Tax Claim shall be entitled to receive six equal semi-annual payments aggregating (i) the Face Amount of the Claim, plus (ii) interest on the unpaid amounts over three years at the prime rate of interest in effect at Citibank, N.A., on the Effective Date. The initial payment will occur on the Initial Distribution Date, and the subsequent payments will occur approximately every six months thereafter on a Distribution Date designated by the Debtor. The Debtor may pre-pay the Class 1 Allowed Claims at any time without penalty or premium. In such case, interest will only be paid from the Effective Date through the date of final payment.

4.2. Class 2: Secured Claim of Pac West.

Class 2 consists of the Allowed Secured Claim of Pac West. Pac West is deemed to have an Allowed Secured Claim in the aggregate against both Debtors in the amount of $300,000 plus its adequate protection payments. The remainder of the Pac West claim evidenced by its proof of Claim will be deemed a Class 6 Non-insider Allowed General Unsecured Claim. The Pac West Allowed Secured Claim will be paid $125,000 plus any accrued but unpaid Adequate Protection Payments through the Effective Date on the Initial Distribution Date, with the remainder paid in equal quarterly installments over the next four years with interest on the outstanding amounts at the prime rate of interest of Citibank, N.A., in effect on the Effective Date, but not to exceed 6% per annum.

Assuming a Confirmation Date of September 1, 2024, and an Effective Date of October 1, 2024, and assuming the maximum interest rate of 6%, the Pac West Allowed Secured Claim would be paid as follows:

$72,500	Adequate Protection Payments due on the Initial Distribution Date (assuming no further payments prior to the Effective Date
$125,000	On Initial Distribution Date
$4,109.88	Each month for 48 months commencing the first month following the month in which the Initial Distribution Date occurs

Should there be a change of control after the Initial Distribution Date and during the following four years through a sale, merger, or significant investment into the Reorganized Debtor, other than as sale to Leaven, the Reorganized Debtor shall provide notice to Pac West and its counsel, and Pac West, at its sole option, can elect to be paid the remainder due immediately at a 15% discount on the remaining balance of the Pac West Allowed Secured Claim. Other than a sale to Leaven, such that the Reorganized Debtor is a wholly-owned subsidiary of Leaven, The Reorganized Debtor is prohibited from selling more than 50% of its Equity or Assets to a third-party unless such party assumes the Reorganized Debtor's obligations to Pac West. Pac West is

entitled to keep all of its adequate protection payments received during the Chapter 11 Cases, which amounts will be deemed payments on its secured claim in addition to the $300,000, thus reducing the amount of the remaining Allowed Non-insider General Unsecured Claim. To secure payment of its Allowed Secured Claim in accordance with this Plan, Pac West shall be deemed to have a valid, perfected first priority security interest in the Debtors' and the Reorganized Debtor's machinery and equipment, subject to all pre-existing liens on same. Provided Pac West votes to accept the Plan, the Debtors release any and all claims against Pac West, including any avoidance or fraudulent conveyance claims, and Pac West will exchange mutual releases with the Debtors as described more fully in Section 11.2.

4.3. Class 3: Secured Claim of GSB, formerly the claims of Mayrich.

Class 3 consists of the Allowed Secured Claim of GSB. GSB is deemed to have an Allowed Secured Claim in the amount of $750,000, which Debtors submit is the fair market value of the GSB collateral on the Petition Date. The GSB Allowed Secured Claim will "ride through" the Chapter 11 Case, and the $750,000 will be paid in the ordinary course pursuant to the terms of the current credit line with GSB. All the terms of the current credit line, including security therefor, will stay in place; provided, however, that the liens held by GSB will be subordinate to the equipment lien granted to Pac West in Section 4.2 above, and the amount owed to will be capped at $750,000. This leaves GSB with an Allowed deficiency claim of approximately $630,000. In full discharge of its deficiency Claim, GSB has agreed to convert its Allowed Unsecured deficiency Claim to New Equity Units at the rate of four New Equity Units per one dollar of Face Amount of Allowed Unsecured Claim.

4.4. Class 4: Allowed Claims of FS Lender.

Class 4 consists of the Allowed Claims of FS Lender pursuant to the DIP Facility. FS Lender has agreed that in full discharge of its Allowed Claims, the Face Amount of its Allowed Claims, other than its Claims for Professional Fees, will be converted to New Equity Units at the rate of four New Equity Units per one dollar of Face Amount of Allowed Claim. In addition, with respect to its Claim for Professional Fees, the proposed Professional Fees will be circulated to the appropriate notice parties as provided in the DIP Facility prior to the Confirmation Hearing and will be paid in full by the Debtors on the Initial Distribution Date.

4.5. Class 5: Other Secured Claims.

Class 5 consists of the Allowed Other Secured Claims, all of which arise from certain equipment finance agreements with RMB. At the sole option of the Debtors, the Holders of Allowed Other Secured Claims, unless they agreed to a different treatment, will either (i) be paid the value of their collateral up to the Face Amount of their Allowed Other Secured Claim in quarterly installments over 36 months beginning with the Initial Distribution Date, and will be entitled to a deficiency General Unsecured Claim by any amount by which their Allowed Claim exceeds the value of the collateral, or (ii) be given their collateral. As part of the Plan Supplement, the Debtor will file a list of the proposed collateral values to be determined by an independent party, which list will also be served on each holder of an Allowed Other Secured Claim, and each Holder of an Allowed Other Secured Claim will have two weeks to object to such amount, after which the amount proposed in the Plan Supplement will be deemed definitive. The Plan

Supplement will also designate which Secured Creditors are being paid the value of their Collateral, and which Secured Creditors are being given back there Collateral. With respect to the latter, Secured Creditors will have thirty (30) days from entry of the Confirmation Order to pick up their Collateral from the Debtors. After such time, unless the Secured Creditors has made other arrangements with the Reorganized Debtor, the Reorganized Debtor is free to dispose of the Collateral. To the extent the Holders of Allowed Class 5 Claims are being paid the value of their collateral, they will retain their liens on the collateral until such time as the payments pursuant to this Plan have been made.

The following Holders of Other Secured Claims have agreed to the following different treatments:

(a) **Ascentium.** Ascentium has a perfected security interest in certain equipment that is the subject of an equipment finance agreement. Prior to the Commencement Date, Ascentium, RMB, and certain guarantors of the RMB debt to Ascentium, including BKD, entered into a settlement agreement with Ascentium requiring certain monthly payments, with a balloon payment of the entire settlement amount on November 15, 2020. A non-Debtor guarantor has been making the monthly payments throughout the pendency of these Chapter 11 Cases, but the final balloon payment is past due. As of June 26, 2024, $14,451 is owed and past due on Ascentium's Secured Claim. The non-Debtor guarantors, therefore, entered into an addendum to the settlement agreement requiring the non-Debtor guarantors to pay $2,500 a month to Ascentium until Confirmation. If they fail to make the payments, Ascentium can file a confession of judgment against the non-Debtor guarantors for the full amount owed. In settlement of the Allowed Secured Claims of Ascentium, the Debtors will allow the equipment financing agreements and the Ascentium settlement agreement, as amended, to "ride through" the Chapter 11 Cases and continue as obligations of the Reorganized Debtor; provided, however, that the settlement agreement will be deemed amended to provide that the final payment is due 120 days after the Effective Date of the Plan. Ascentium will maintain its perfected security interest in its collateral until all payments required to be made to it under the Plan have been made. As the Debtors believe they have equity in the Ascentium collateral, they intend to auction the collateral promptly after Confirmation in order to pay Ascentium in full the amount then owed and retain any equity.

(b) **m2 Lease Funds.** m2 Lease Funds LLC ("**M2**") has made multiple loans to Debtor RMB to finance the purchase of multiple pieces of equipment. They have maintained a purchase money security interest in each piece of equipment. M2 filed Proofs of Claim Nos. 35, 38, 39, 40, 41, 42 and 43 against RMB alleging secured claims aggregating $46,071.04. M2 has agreed to compromise all seven proofs of claim for the sum of $24,000 paid in 24 monthly installments of $1,000.00 each month, with the first payment due on the Initial Distribution Date, and the subsequent payments due thereafter on the second day of each month. M2 will maintain its perfected security interest in its collateral until all payments required to be made to it under the Plan have been made.

(c) **Mintaka.** Prepetition, RMB entered into an equipment financing agreement for walk-in freezer equipment with Mintaka. As of June 13, 2024, RM the owed Mintaka $60,589.89, which includes certain post-petition interest and penalties; as, Mintaka is oversecured. Payments to Mintaka are personally guaranteed by Mr. Mark Rimer, who has made certain post-petition payments. RMB has been making and shall continue to make monthly adequate protection payments to Mintaka of $1500 per month, due by the last day of each month, beginning February 28, 2023, and ending on the Effective Date. RMB shall make a lump sum payment to Mintaka of $15,000 on the earlier of December 31, 2024, or seven days after the Confirmation Date. Beginning on the Initial Distribution Date, RMB shall pay the balance owed to Mintaka on the Initial Distribution Date *(i.e.,* $60,589.89, minus the $15,000 lump sum payment and the monthly payments of $1500 each paid since June 13, 2024) in 36 equal monthly payments with interest at 6% per annum which commences accruing on the Confirmation Date. Such payments must be received by the last day of each month and shall commence not later than December 31, 2024. Mintaka shall retain its perfected security interest in its collateral and all rights and remedies pursuant to the Equipment Finance Agreement executed on March 28, 2019, consistent with this subparagraph of this Plan . Should the Debtor fail to timely make any of the above payments, they may be made instead by the guarantor, Mr. Rimer. As long as the above payments are made when due, Mintaka shall not file suit against the Guarantor. Mintaka shall retain all rights and remedies against both the Debtor and the Guarantor set forth in the Equipment Finance Agreement executed on March 28, 2019 until all of the above payments have been made. Notwithstanding anything to the contrary in this Plan, the automatic stay terminates as to Mintaka with respect to its collateral on the Effective Date of the Plan.

(d) **Others.** To the extent that the Debtors are able to make agreements with any other Holders of Class 5 Claims, such agreements will be disclosed in the Plan Supplement.

4.6. Class 6: Non-insider General Unsecured Claims.

Class 6 consists of the Allowed Non-insider General Unsecured Claims of more than $15,000 each. Unless a Holder of an Allowed Class 6 Claim agrees to a different treatment, the Holders of Allowed Class 6 Claims will each receive their Pro Rata share of $50,000 Cash on the Initial Distribution Date. In addition, each such Holder will receive its Pro Rata share of twenty-five percent (25%) of the Net Profits of the Reorganized Debtor for a three-year period commencing with the first full fiscal year after the Effective Date. The profit participation will be paid once annually on a Distribution Date determined by the Reorganized Debtor, but no later than 150 days after the close of the Debtor's fiscal year. It is anticipated that the last payment will be for the fiscal year ending December 31, 2027. At any time prior to December 31, 2027, the Reorganized Debtor, at its sole option, can elect to make a one-time payment to the Holders of Allowed Class 6 Claims in full discharge of its remaining obligations to the Holders of Allowed Class 6 Claims as follows: if the election occurs prior to the Initial Distribution Date, a one-time payment of $350,000 (in addition to the $50,000 already being paid to Class 6 on the Initial Distribution Date) to be distributed Pro Rata to the Holders of Allowed Class 6 Claims; if the

election occurs between the Initial Distribution Date and December 31, 2025, a one-time payment of $300,000 in addition to any amounts already received, to be distributed Pro Rata to the Holders of Allowed Class 6 Claims; if the election occurs between January 1, 2026, and December 31, 2026, a one-time payment of $200,000, to be distributed Pro Rata to the Holders of Allowed Class 6 Claims in addition to the amounts already received and/or due; and if the election occurs between January 1, 2027, and December 31, 2027, a one-time payment of $100,000 to be distributed Pro Rata to the Holders of Allowed Class 6 Claims in addition to the amounts already received. In addition to the amounts already received and/or due. If prior to December 31, 2027, there is a change in control of the Reorganized Debtor other than of purchase of the Reorganized Debtor's equity by Leaven, and the Reorganized Debtor does not elect to utilize the one-time payment option, then the Reorganized Debtor is prohibited from selling more than 50% of its Equity or Assets to a third-party unless such party assumes the obligation to the Holders of Class 6 Allowed Claims.

So long as payments are owed to Class 6 Claimants, the Debtor will provide annual financial statements to the Holders of Allowed Class 6 Claims. In addition, at least 45 days before a distribution of Net Profits is due, the Debtor will provide the Holders of Allowed Class 6 Claims the calculation of the Net Profits, detailing its revenue and operating expenses. Holders will have 15 days from service of the Net Profits calculation to object in writing to the calculation of Net Profits by emailing mark.rimer@bkd.group, with a copy to sandy@mhlaw-ny.com, and stating the basis for their objection. Thereafter, the Reorganized Debtor and the objecting party will have 20 days to try to resolve their differences. At the end of 20 days, if they are unable to resolve their differences, the objecting party may seek court intervention as to the calculation of Net Profits on shortened notice. If the objecting party does not get a stay of the distribution, the distribution will go forward as calculated by the Reorganized Debtor. If no objections are made to the calculation of Net Profits in a timely manner in accordance with this Section 4.6, the calculation as served upon the Holders of Allowed Class 6 Claims will be deemed conclusive for all purposes.

4.7. Class 7: Convenience Class.

Class 7 consists of Allowed Non-insider General Unsecured Claims in the amount of $15,000 or less, including any Allowed Non-insider General Unsecured Claims which have been voluntarily reduced by their Holder to $15,000. Unless a Holder of an Allowed Class 7 Claim agrees to a different treatment, Holders of Allowed Class 7 Claims will receive their Pro Rata share of $20,000 Cash on the Initial Distribution Date.

4.8. Class 8: Insider General Unsecured Claims.

Class 8 consists of Allowed General Unsecured Claims owed to an Insider. All such claims will be converted into equity in the Reorganized Debtor as follows:

(a) Class 8A.
Class 8A consists of insider claims for management fees. These are held by Kuzari Manager and Pequot Investments LLC. Each Allowed Claim will receive 0.6 New

Equity Units in the Reorganized Debtor for each one dollar of Face Amount of its Allowed Class 8A Claim.

(b) Class 8B.
Class 8B consists of insider claims for loans to the Debtors made by such insiders. These are held by Kuzari Manager. Each Allowed Claim will receive two (2) New Equity Units in the Reorganized Debtor for each one dollar of Face Amount of its Allowed Class 8B Claim.

If an Insider transfers its Claim to a non-Insider, the Claim will still be treated as an Insider General Unsecured Claim. Insider status will be determined by the Holder of the Claim on the Petition Date.

4.9. Class 9: Equity Interests.

Class 9 consists of the Allowed Equity Interests in the Debtors. The ownership by BKD of RMB will be eliminated through substantive consolidation. All other Equity Interests will be canceled and extinguished on the Effective Date, and there will be no distribution on account of Equity Interests. Outside of the Plan, all Holders of Equity Interests have been, or will be, offered an opportunity to invest in Leaven Corporation, which is the entity providing the Exit Financing.

ARTICLE 5
ACCEPTANCE OR REJECTION OF THE PLAN

5.1 Voting Classes.

Classes 1 through 9 are Impaired under the Plan. The Holders of Classes 1 through 8 Allowed Claims as of the Record Date for Voting shall be entitled to vote to accept or reject the Plan. Voting will be tabulated on a substantively consolidated basis by the Claims and Solicitation Agent. Holders of Equity Interests in Class 9 will not receive a ballot and will not be entitled to vote; as, they are deemed to have rejected the Plan.

5.2. Acceptance by Impaired Classes of Claims.

Pursuant to Section 1126(c) of the Bankruptcy Code, and except as otherwise provided in Section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims entitled to vote to accept or reject the Plan has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan. If all of the Holders of Claims in an Impaired Class do not vote at all, such Class will be deemed to have accepted the Plan. For purposes of such calculation, all of the subclasses in Class 8 will be counted together as one Class, rather than each subclass being tested for this requirement.

Pursuant to Section 1126(d) of the Bankruptcy Code, and except as otherwise provided in Section 1126(e) of the Bankruptcy Code, an Impaired Class of Interests entitled to vote to accept or reject the Plan has accepted the Plan if the Holders of at least two-thirds in amount of the Allowed Interests of such class actually voting have voted to accept the Plan. In this case, however, the Interests are not entitled to vote because they are deemed to have rejected the Plan.

ARTICLE 6
MEANS OF IMPLEMENTATION OF THE PLAN

6.1. Substantive Consolidation.

The Plan constitutes the Plan Proponents' requests that the Bankruptcy Court authorize and approve substantive consolidation of the Debtors. The Debtors operated one business. Originally, BKD was set up as a holding company of RMB because it was anticipated that there would be further acquisitions of businesses complementary to RMB. This has not happened, and there is no reason to continue to have a buffer between RMB and its equity Holders. Presently, BKD is serving no purpose. Its only asset is its equity interest in RMB, so, it is completely dependent upon the value of RMB to have any value. The majority of its debts are its guarantees of RMB debt. Such underlying debt will continue to be a claim against the substantively consolidated entity. Furthermore, the overwhelming majority of such debt has been compromised pursuant to agreed-upon settlements. Accordingly, the Debtor submits the creditors are not harmed, and indeed are benefited, by substantive consolidation.

Entry of the Confirmation Order will constitute approval, pursuant to Sections 105(a) and 1123(a)(5) of the Bankruptcy Code, effective as of the Effective Date, of the substantive consolidation of the estates of RMB and BKD for the purposes of confirming and consummating the Plan, including but not limited to voting, Confirmation and Distribution. Accordingly, (a) the assets and liabilities of both RMB and BKD will be deemed to be the assets and liabilities of a single, consolidated entity; (b) each and every Claim listed on the Schedules and/or filed in the Chapter 11 Cases against either Debtor will be considered filed against the consolidated Debtor and will be considered one Claim against and an obligation of the consolidated Debtor on and after the Effective Date; (c) all joint obligations of RMB and BKD, if any, and all multiple Claims against both entities on account of such joint obligations, will be considered a single Claim against the consolidated Debtor; (d) all intercompany Claims and Equity Interests between RMB and BKD will be canceled and extinguished on the Effective Date; and (e) the consolidated Reorganized Debtor will take the name of RMB.

6.2. Vesting of Assets of the Estate.

On the Effective Date, subject only to the terms of this Plan, all Assets of the Debtors and the Estates, wherever situated, shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, encumbrances, and interests except as otherwise provided in the Plan.

6.3. Mergers.

RMB has two wholly-owned subsidiaries: RM BONY LLC and Baked Wholesale LLC. Both subsidiaries utilize the RMB facilities, and use certain perishable inventory of RMB. RM BONY is profitable; while Baked Wholesale LLC is not currently operating but was profitable when it operated. Accordingly, RMB wishes to take the income of such subsidiaries into its income. Following the Effective Date of the Plan, RMB intends to, but is not required to, merge both RM BONY LLC and Baked Wholesale LLC into the Reorganized Debtor ; provided, it can do so tax effectively. The consolidation of these two subsidiaries directly into the Reorganized

Debtor will contribute to an increase in profits for the Reorganized Debtor and help enable the Reorganized Debtor to meet its projections.

6.4. New Equity Units.

(a) Cancellation of Existing Equity Interests. On the Effective Date, except to any extent otherwise provided in this Plan, all notes, instruments, certificates, book entries, old securities, and any other documents whatsoever evidencing or creating ownership or a right to invest or own an Interest in the Debtors shall be canceled, voided, and of no effect, and the obligations in any way related thereto shall be fully satisfied, released, and discharged. On the Effective Date, Equity Interests in the Debtors shall be canceled, the obligations in any way related thereto shall be deemed fully satisfied, released, and discharged; and the books and records of the Debtors will be marked to indicate that all Equity Interests are null, void, and of no effect.

(b) Issuance of New Equity Units and Operating Agreement. The Operating Agreement of the Reorganized Debtor will be revised and amended to provide that the Reorganized Debtor is authorized to issue up to thirty million (30,000,000) New Equity Units. Debtor expects to issue between fifteen million eight hundred thousand (15,800,000) and eighteen million eight hundred thousand (18,800,000) New Equity Units on the Initial Distribution Date in accordance with the Plan. The amendments to the Operating Agreement will also prohibit the Reorganized Debtor from issuing non-voting securities, will restrictions on the transfer of the New Equity Units, and will appoint RMB 2023 Manager, LLC as the Reorganized Debtor's nonmember manager. A copy of the Amended Operating Agreement will be included in the Plan Supplement filed with this Bankruptcy Court, and all recipients of New Equity Units will be deemed to have become a party to the revised Operating Agreement. On the Initial Distribution Date, the Reorganized Debtor shall issue and deliver all notes, instruments, certificates and other documents necessary to evidence the New Equity Units to the parties entitled to receive the New Equity Units as provided in this Plan.

(c) Exemption from Securities Act Registration Requirements. To the extent, if any, that the issuance of the New Equity Units would otherwise require registration under any federal, state, or local law, the New Equity Units will be issued without registration under the federal Securities Act or any similar federal, state, or local law in reliance upon Section 1145 of the Bankruptcy Code.

6.5. Corporate Governance

(a) Managing Member.

As of the Effective Date , KI 27323 is resigning as the managing member of the Reorganized Debtor. RMB 2023 Manager, LLC, a special-purpose Delaware LLC formed by certain current members of the Debtor for the purpose of managing the Reorganized Debtor, will be the new non-member manager. It will be entitled to receive the same compensation that has always been provided in the Debtor's Operating Agreement for its Managing Member for its services, to wit: the lesser of (a) two and twenty-five hundredths percent (2.25%) of the gross revenue of the Business, and (b) 15% of EBITDA, up to $3 million of EBITDA plus ten percent

(10%) of EBITDA where EBITDA is above $3 million and up to $6 million, plus five percent (5%) of EBITDA where EBITDA is above $6 million; provided, however, that in no event shall the Asset Management Fee be less than one hundred eighty thousand dollars ($180,000) per annum.

(b) Officers.

After the Effective Date, the Reorganized Debtor will have two officers: Mark Rimer will continue to serve as the Chief Executive Officer at an annual salary of $165,000, and Dan Wilczynski will continue to serve as the Executive Vice President of Operations at an annual salary of $165,000. The officers receive no benefits other than their salaries. During the pendency of the Chapter 11 Cases, Mr. Rimer has forgone receiving any salary in order to facilitate the reorganization, and he will continue to do so until the Effective Date. Mr. Wilczynski has been providing services pursuant to a consulting agreement with the Debtors, and will continue such arrangement unchanged.

Both Mr. Rimer and Mr. Wilczynski are at will employees without an employment contract. Each of Mr. Rimer and Mr. Wilczynski will be reviewed at the end of each fiscal year and be eligible for an increase in salary, not to exceed 10 % of their then annual salary.

(c) Payments to Insiders.

This Plan sets forth all intended compensation to Insiders, including the Manager, other than dividends on any equity which they may own, which dividends will only be paid as permitted by law. Any other payments to Insiders will require the prior approval of Pac West so long as there are payments outstanding due to Class 6 General Unsecured Creditors. Furthermore, other than payments on Allowed Claims as required by this Plan and dividends issued in the ordinary course on the New Equity Units, there will be no payments by the Debtors to guarantors of the Pac West/SBA debt so long as there are payments outstanding due to Class 6 General Unsecured Creditors

6.6. Sources of Cash for Plan Distributions.

All Cash required for payments to be made under the Plan on the Effective Date shall be obtained as follows:

(a) First, from cash on hand on the Effective Date; and

(b) Second, converting the DIP Loan, Allowed General Unsecured Insider Claims, and the GSB deficiency claim to equity will provide additional liquidity; and

(c) Third, from the Exit Financing described below.

Future distributions will come from operations of the Reorganized Debtor. The Reorganized Debtor is seeking to expand the Debtors' business, and will also consider potential mergers and acquisitions which allow it to more fully utilize its existing premises. This, in turn, should lead to greater profitability and net operating income.

6.7. **Exit Financing and Potential Exchange.** Leaven Corporation is a newly formed Delaware Corporation formed by Mark Rimer to provide the exit financing necessary to fund this Plan. Approximately 35-50%of the equity interests of Leaven may be beneficially owned by Mr. Rimer or an affiliate of his. Prior to Confirmation, Leaven intends to give all existing beneficial holders of equity interests in BKD an opportunity to invest in Leaven; however, the commitment of Leaven to the Debtors is not dependent on any such equity holders making an investment.

On the Effective Date, Leaven will loan the Reorganized Debtor a minimum of $1,250,000, with the option to loan up to an additional $1,250,000 over the next year. OThe Reorganized Debtor will issue a note to Leaven for the principal amount of the loan, which note will be secured by a first priority perfected security interest in all of the assets of the Reorganized Debtor, subject only to the liens provided in this Plan to Pac West, GSB, and Class 5 Other Secured Lenders. The note will have a term of ten (10) years from its date of issuance and will bear interest at the rate of 7% per annum, payable quarterly. Repayments will be interest only for the first 24 months that the loan is outstanding, with PIK interest for the first six months. Thereafter, the loan will amortize evenly over the remaining quarterly payments, which shall be made up of principal and interest. The Leaven loan documents for the Exit Financing will be included in the Plan Supplement.

Once the Debtors file a notice of substantial consummation, Leaven expects to offer the Holders of New Equity Units an opportunity to exchange their New Equity Units for equity in Leaven upon such terms as the parties may mutually agree., If this happens, the Reorganized Debtor will become a subsidiary of Leaven. The purpose of such an exchange would be to provide the holders of equity in the Reorganized Debtor and Leaven, who for the most part are the same parties, with the more efficient tax treatment. Such an exchange is not required by the Plan and will be accomplished in accordance with non-bankruptcy law outside of the Plan after its substantial consummation. Such an exchange will not affect any of the Reorganized Debtor's obligations pursuant to this Plan, and such an exchange will be deemed not to constitute a change of control for the purposes of triggering the various provisions of this Plan which are triggered upon a change of control.

6.8. **Settlement of Claims and Interests**.

(a) General Settlement. Pursuant to Section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute good-faith compromise and settlement of all Claims and Interests and controversies relating to the contractual, legal, and subordination rights that any Holder of a Claim or Interest may have with respect to any Claim or Interest or any distribution to be made on account of such Claim or Interest.

(b) Other Settlements. Numerous other settlements and agreements on how to treat Claims are vital to the implementation of the Plan. The most significant ones are described in more detail in the Disclosure Statement.

6.9. Preservation of Causes of Action

(a) Except as expressly provided in the Plan and in any releases granted pursuant to the Plan, including, without limitation, any release of Pac West, and unless expressly waived, relinquished, exculpated, released, compromised or settled in the Plan, the Confirmation Order, any Final Order, or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan, the Reorganized Debtor shall exclusively retain and may enforce, as the representative of the Estates under Section 1123(b)(3)(B), and the Debtors expressly reserve and preserve for these purposes, in accordance with sections 1123(a)(5)(B) and 1123(b)(3) of the Bankruptcy Code, any claims, demands, rights, and Causes of Action that the Debtors or the Estates may hold against any Person or Entity, including Avoidance Actions, which shall vest in the Reorganized Debtor. Accordingly, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action by virtue of, or in connection with, the Confirmation, consummation, or effectiveness of this Plan. The Reorganized Debtor or its successors or assigns exclusively may pursue such retained claims, demands, rights, and Causes of Action.

i. Except as expressly provided in the Plan and in any releases granted pursuant to the Plan, including, without limitation, any release of Pac West, with respect to any Avoidance Action that the Debtors or Reorganized Debtor abandon or choose not to pursue, the Reorganized Debtor reserves all rights including the right under Section 502(d) of the Bankruptcy Code to use defensively any Avoidance Claim, including abandoned Avoidance Claims, as a basis to object to all or any part of a Claim against the Estate asserted by a creditor which remains in possession of, or otherwise obtains the benefit of, the avoidable transfer.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtor will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtor expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise provided in the Plan.

6.10. Exemption from Certain Transfer Taxes and Recording Fees.

Pursuant to Section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp tax, real estate transfer tax, mortgage recording tax, sales tax, use tax, or other similar tax or governmental assessment to the fullest extent contemplated by Section 1146(a) of the Bankruptcy Code, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents are instructed to forgo 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. A copy of the Confirmation Order shall serve as evidence that the Debtors are not required to pay any such governmental assessments.

6.11. Conditions Precedent to the Effective Date.

The following are conditions precedent to the Effective Date that must be satisfied or waived by the Plan Proponents:

(a). Entry of the Confirmation Order and the Confirmation Order having become a Final Order.

(b). No request for revocation of the Confirmation Order under Section 1144 of the Bankruptcy Code shall be pending.

(c) The Debtors shall have been substantively consolidated pursuant to the Confirmation Order.

(d) The Debtors shall have sufficient funds on hand to make all Cash distributions required to be made on the Initial Distribution Date and fund operations.

(e) The Debtors have obtained agreement from the IRS and New York State as to the treatment of their Administrative and Priority tax claims which is satisfactory to the Debtors in their sole discretion.

(f) The Debtors and Leaven have executed the loan documents for the Exit Financing, and Leaven is prepared to fund.

(g) Payments with respect to Allowed Administrative Claims due on the Initial Distribution Date shall not exceed $650,000.

6.12. Nonconsensual Confirmation.

If any Impaired Class of Claims or Interests entitled to vote does not accept the Plan by the requisite statutory majority provided in Section 1126 of the Bankruptcy Code, the Plan Proponents reserve the right to amend the Plan or undertake to have the Court confirm the Plan under Section 1129(b) of the Bankruptcy Code, or both. With respect to the Class 9 Interest that are deemed to reject the Plan, the Debtors intend to proceed with confirmation pursuant to Section 1129 (b) of the Bankruptcy Code and submit that the Plan meets the necessary requirements thereof.

6.13. Closing of Chapter 11 Cases.

At any time after each Disputed Claim filed against the Debtors has become an Allowed Claim or a disallowed Claim, all Final Fee Applications have been adjudicated, and all Causes of Action brought by the Debtors or Reorganized Debtor have been finally resolved, the Reorganized Debtor may seek authority from the Bankruptcy Court to close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules and to request the Bankruptcy Court to enter the Final Decree. If not done earlier, once all Cash has been distributed in accordance with the terms of the Plan, the Reorganized Debtor must seek authority from the Bankruptcy Court to close the Chapter 11 Cases and enter the Final Decree.

ARTICLE 7
DISTRIBUTIONS

7.1. Payment Up to Allowed Claim.

Except as otherwise specifically provided in the Plan, no Holder of a Claim shall be entitled to receive Distributions aggregating more than its Allowed Claim, nor shall any Holder of a Claim receive any Distributions under the Plan until its Claim has been Allowed.

7.2. Distributions.

Distributions to Holders of Allowed Claims shall be made by the Debtors: (a) at the addresses set forth on the Proofs of Claim filed by such Holders (or at the last known addresses of such Holders if no Proof of Claim is filed or if the Debtors have been notified of a change of address), (b) at the addresses set forth in any written notices of address changes delivered to the Debtors after the date of any related Proof of Claim, or (c) at the addresses reflected on the Schedules if no Proof of Claim has been filed, and the Debtors have not received a written notice of a change of address. If any Distribution to a Holder of an Allowed Claim is returned as undeliverable, no further Distributions to such Holder shall be made unless and until the Debtors are notified in writing of such Holder's then current address, at which time all missed Distributions made within the last ninety (90) days shall be made to such Holder without interest. Any undeliverable distribution made shall be held by the Reorganized Debtor distribution as set forth herein. All Claims for undeliverable Distributions must be made no later than 90 days after the Distribution is made, after which date all Unclaimed Property and uncashed checks for any reason shall revert to the Debtor free of any restrictions thereon, and the Claim of any Holder or successor to such Holder with respect to such property shall be discharged and forever barred notwithstanding any federal or state escheat laws to the contrary; provided, however, that with respect to any returned Distributions to Holders of Allowed Class 6 Claims or Allowed Class 7 Claims, the Debtor will be required to redistribute the unclaimed amounts to the remaining Claimants in that Class in accordance with the Plan. Nothing contained in the Plan shall require the Debtors or any professional retained by the Debtors to attempt to locate any Holder of an Allowed Claim.

No payments will be made by the Debtors to the SBA under the Plan on account of the Pac West Loan; all payments will be made directly to Pac West, and notices shall be sent to Pac West's counsel.

7.3. Time of Payment.

Except as may be provided otherwise in the Plan, all Distributions provided for by the Plan will be made as soon as it is feasible in the reasonable discretion of the Debtors or the Reorganized Debtor, and the Reorganized Debtor will determine the Distribution Dates in its sole discretion.

7.4. Disputed Claims Reserves.

On any Distribution Date, and after making all Distributions to be made on any such Distribution Date pursuant to the Plan, the Debtors shall make a reasonable reserve on account of

Disputed Claims and shall adjust the reserve periodically, which shall be no less than the amount of the Disputed Claims multiplied by the Pro Rata Distribution that have been made on account of Allowed Claims as of such date. Such Disputed Claim reserve shall be administered by the Reorganized Debtor. The reserve shall be closed and extinguished by the Reorganized Debtor upon the determination that all Distributions and other dispositions of Cash, or other Distributions required to be made under the Plan have been made in accordance with the terms of the Plan, and all Claims have either been Allowed, Disallowed, or withdrawn. Upon closure of a Disputed Claim reserve, all Cash attributable to Class 6 Claims and Class 7 Claims shall be subject to redistribution within said Class, in accordance with the provisions of the Plan, and all other Cash shall revert to the Reorganized Debtor without restriction.

7.5. Estimation of Claims.

The Debtors, or the Reorganized Debtor, may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claims, including any Claim for taxes, to the extent permitted by Section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Reorganized Debtor, as the case may be, has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or Reorganized Debtor may elect to pursue supplemental proceedings to object to any ultimate allowance of such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

7.6. Objections.

Prior to the Effective Date, the Debtors shall have the right to make and File objections to Claims; provided, however, to the extent that the Objection is not finally determined prior to the Effective Date, the Objection will be a Cause of Action that vests with the Reorganized Debtor, and may continue to be pursued only by the Reorganized Debtor. The Reorganized Debtor shall have the right to make and to File objections at any time prior to that date which is one hundred twenty (120) days after the Effective Date (the "**Objection Deadline**"). All objections shall be litigated to Final Order unless approval of a settlement or compromise of a Claim objection is obtained pursuant to Bankruptcy Rule 9019.

7.7. Updates to Claim Register Without Objection.

Any Proof of Claim that has been paid or satisfied, in whole or in part, or any Proof of Claim that has been amended or superseded, may be marked as satisfied, in whole or in part, or amended (as applicable) on the Claims Register at the directions of the Debtors or Reorganized Debtor, as applicable, without a Claims Objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court; *provided,* that the Debtors or the

Reorganized Debtor, as applicable, shall provide 30 days' notice of any of the foregoing modifications to the Claims Register to the Holder of any affected Claims during which period the Holder may object thereto. Upon Confirmation, the Claims Register may be updated without further notice to eliminate intercompany claims which are eliminated as a result of substantive consolidation.

7.8. Fractional Cents.

Notwithstanding any other provision of the Plan to the contrary, no payment of fractional cents shall be made pursuant to the Plan. Whenever any payment of a fraction of a cent under the Plan would otherwise be required, the actual Distribution made shall reflect a rounding of such fraction to the nearest whole penny (up or down), with half cents or more being rounded up and fractions less than half of a cent being rounded down. No distributions of less than $15.00 will be made on account of Allowed Claims and Interests.

7.9. Setoffs.

Except as otherwise provided in the Plan, the Debtors and/or the Reorganized Debtor may set off against any Claim and the Distributions to be made pursuant to the Plan in respect of such Claim, any claims of any nature whatsoever that the Debtors may have against the Holder of such Claim, but neither the failure to do so nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors and or the Reorganized Debtor of any right of setoff against the Holder of such Claim. Any set off to be imposed must be on notice to the party against whom the setoff is proposed to be imposed, and such party must have an opportunity to object to the setoff. If the parties cannot resolve the setoff consensually, jurisdiction is reserved to the Bankruptcy Court to hear the setoff matter.

7.10. Time Bar to Cash Payments by Check.

Checks issued by the Debtors or the Reorganized Debtor on account of Allowed Claims shall be null and void if not negotiated within one hundred eighty (180) days after the date of issuance thereof, except those returned as undeliverable which shall be dealt with in accordance with Section 7.2. of the Plan. After such date, all Claims in respect of void checks shall be forever barred, and the proceeds of such checks shall revest in the Reorganized Debtor, and be subject to redistribution, if appropriate, in accordance with the provisions of the Plan.

ARTICLE 8
EXECUTORY CONTRACTS UNDER THE PLAN

8.1 Rejection of Executory Contracts.

(a) Rejection of Executory Contracts. All Executory Contracts (other than those previously rejected, or assumed and/or assigned pursuant to an order of the Bankruptcy Court), or assumed by this Plan, shall be deemed rejected on the Effective Date or such other date as may be agreed to by the Debtors and the counterparties thereto, or ordered by the Bankruptcy Court, and the Debtors and respective counterparties shall be relieved of any further obligation to perform under such agreements. Rejected Contract counterparties who do not oppose this proposed treatment by

opposing Confirmation of the Plan by filing and serving a written objection with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules shall be deemed to have consented to rejection of such Executory Contract. This Plan shall constitute a request pursuant to Bankruptcy Code Sections 1123(b)(2) and 365(a) that the Confirmation Order (except as otherwise provided therein) shall constitute an order of the Bankruptcy Court approving the rejection by the Debtors of all Executory Contracts that have not otherwise been rejected or assumed by order of the Bankruptcy Court.

(b) The Debtors have reached an agreement with Polar Leasing to reject all lease contracts with Polar Leasing, effective the 30th day after entry of the Confirmation Order. Polar Leasing has agreed to pick up its equipment which was being leased by the Debtors promptly after such date. Both the Debtors and Polar Leasing agree that the contract between them is a true lease, and otherwise, the parties reserve all rights with respect to any Claims of Polar Leasing.

8.2. Rejection Claims.

If the rejection of a Rejected Contract gives rise to a Claim by the counterparty or parties to such contract or lease, such Claim shall be classified as a Class 6 General Unsecured Claim; provided, however, that any Claim arising from the rejection of a Rejected Contract pursuant to this Article 8 shall be forever barred and shall not be enforceable against the Debtors, the Estates, the Reorganized Debtor, or their properties, unless a Proof of Claim is Filed and served on the Debtors by the Rejection Claims Bar Date.

8.3. Assumption Prior to Entry of the Confirmation Order.

Prior to the Confirmation Hearing, the Debtors may designate certain executory contracts and unexpired leases which it wishes to assume at Confirmation, rather than reject. The Plan Supplement will contain a Cure Notice listing all such executory contracts and unexpired leases which the Debtors wish to assume at Confirmation, along with the proposed Cure. Such Cure Notice will be served by the Debtors on all counterparties to the executory contracts and unexpired leases which the Debtor wishes to assume. Counterparties who oppose the assumption may do so by opposing Confirmation of the Plan by filing and serving a written objection with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules. Failure to file such an objection shall be deemed consent to assumption of such Executory Contract. With respect to the Cure, counterparties shall have fourteen (14) days from service of the Cure Notice to file any objection to the Cure Amount, whether or not they have previously filed an objection to assumption of the contract.

Notwithstanding the foregoing, entry of the Confirmation Order shall constitute the assumption of the following contracts under the following terms:

(a) **Landlord**. The Debtors have previously entered into two Stipulations of Settlement among themselves, 220 Coster, LLC (the "Landlord"), and KI27323, which have been approved by the Bankruptcy Court and which anticipate the Reorganized Debtor will assume the lease for the Debtors' primary facility at 220 Coster Street, The Bronx. Currently, KIA 27323 has entered into the Lease and a Lease Modification for such

premises, and RMB subleases the premises from KI 27323. The assumption will be accomplished as follows:

(i) All payments owed to the Landlord pursuant to the final Stipulation must be current as of the Effective Date, and there must be no further outstanding defaults under the Lease since the date of said Stipulation, in order for the assumption to take place. Currently, there is a dispute between RMB and the Landlord as to the amount of certain rate please and penalties which the Landlord claims are owed. If this cannot be resolved prior to Confirmation, the amounts alleged by the Landlord will be set aside in a segregated account until such dispute is resolved by the Court.

(ii) KI 27323 will assign the Lease and the Lease Modification to RMB at Confirmation in consideration of RMB's assumption of the liabilities thereunder.

(iii) Upon such assignment, RMB will be in privity of contract with the Landlord, and the Sublease will be terminated and deemed rejected, while the Lease and the Lease Modification will be deemed assumed, and RMB will be deemed the Tenant pursuant to the Lease and Lease modification for all purposes.

(iv) The payments required by ¶ ¶4 and 5 of the final stipulation constitute the necessary cure for assumption of the Lease/Sublease.

(b) **The Hartford.** Debtors will assume all outstanding insurance policies with the Hartford as set forth with more specificity in Section 2.1(g) above.

ARTICLE 9
RETENTION OF SUBJECT MATTER JURISDICTION AND CAUSES OF ACTION

9.1. Retention of Subject Matter Jurisdiction.

The Bankruptcy Court shall continue to have subject matter jurisdiction of all matters, and over all Persons, arising out of, and relating to, the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

a. To consider and rule on the compromise and settlement of any Claim against or Causes of Action on behalf of the Debtors or the Estates;

b. To ensure that distributions to Holders of Allowed Claims are accomplished as provided in the Plan, including to determine Profits in the event there is an objection to Debtor's calculation of same;

c. To hear and determine any timely objections to Administrative Expense Claims or to Proofs of Claim filed, both before and after the Effective Date, including any objections to the classification of any Claim or Equity Interest, and to allow or disallow any Claim, in whole or in part;

d. To hear and determine any and all applications for the allowance of Professional Fees accrued prior to the Effective Date as provided for in the Plan;

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

f. To issue such orders in aid of execution of the Plan, in accordance with Section 1142 of the Bankruptcy Code;

g. To estimate Claims for all purposes under the Plan;

h. To consider any modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in the Plan, including any exhibit thereto, or in any order of the Bankruptcy Court, including the Confirmation Order, as may be necessary to carry out the purposes and intent of the Plan and to implement and effectuate the Plan;

i. To hear and determine matters concerning state, local and federal taxes, including but not limited to those in accordance with sections 346, 505 and 1146 of the Bankruptcy Code, with respect to the Debtor or any Person;

j. To compel the conveyance of property and other performance contemplated under the Plan and documents executed in connection herewith;

k. To enforce remedies upon any default under the Plan;

l. To enforce, interpret and determine any disputes arising in connection with any orders, stipulations, judgments and rulings entered in connection with the Chapter 11 Cases (whether or not the Chapter 11 Cases have been closed);

m. To resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan and the documents ancillary thereto, or any Person's obligations incurred in connection therewith;

n. To determine any other matters that may arise in connection with or relate to the Plan and Disclosure Statement, the Confirmation Order, the Plan Supplement, or any contract, instrument, release, or other agreement or document created in connection with the Plan or Disclosure Statement;

o. To issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with the occurrence of the Effective Date or enforcement of the Plan;

p. To issue such orders as may be necessary or appropriate in aid of Confirmation and/or to facilitate consummation of the Plan;

q. To determine such other matters as may be provided for in the Confirmation Order or other orders of the Bankruptcy Court as may be authorized under the provisions of the Bankruptcy Code or any other applicable law;

r. To hear and determine (a) all motions, applications, adversary proceedings, and contested and litigated matters pending on the Effective Date, and (b) all Claims by or against the Debtors arising under the Bankruptcy Code or non-bankruptcy law, if made applicable by the Bankruptcy Code, whether such Claims are commenced before or after the Effective Date, including, but not limited to, Causes of Action and the Avoidance Actions;

s. To hear and determine all Causes of Action, to the extent not described above;

t. To hear and determine any Claims asserted by: (i) suppliers of goods or services to any of the Debtors; and (ii) any equity holder, insider or affiliate of any of the Debtors, for any actions or omissions prior to the Commencement Date;

u. To hear and determine any other matter authorized by applicable law; and

v. To enter a Final Decree.

9.2. Retention of Causes of Action.

Except as otherwise provided in the Plan or in any releases issued pursuant to the Plan, including, without limitation, any releases issued to Pac West, the Plan preserves all Causes of Action, and provides for them to be transferred to the Reorganized Debtor on the Effective Date of the Plan.

Except as otherwise provided in the Plan or in any releases issued pursuant to the Plan, including, without limitation, any releases issued to Pac West, pursuant to Section 1123(b)(3) of the Bankruptcy Code, the Reorganized Debtor (as successor to the Debtors and the Estates) shall retain and have the exclusive right to enforce against any Entity any and all Causes of Action of the Debtors or their Estates, including, without limitation, all Avoidance Actions.

ARTICLE 10
MODIFICATION OF PLAN

10.1. Prior to the Confirmation Order.

The Plan Proponents may alter, amend, or modify the Plan or any exhibits thereto under Section 1127(a) of the Bankruptcy Code at any time prior to entry of the Confirmation Order. The Plan Proponents shall provide parties-in-interest with notice of such amendments or modifications as may be required by the Bankruptcy Code or Bankruptcy Rules or order of the Bankruptcy Court. A Holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as

altered, amended, modified or clarified, if the proposed alteration, amendment, modification or clarification does not materially and adversely change the treatment of the Claim of such Holder.

10.2. After the Confirmation Order.

After the entry of the Confirmation Order and prior to substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of the Plan, the Plan Proponents may, under Section 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan or the Confirmation Order, and such matters as may be necessary to carry out the purpose and effect of the Plan, so long as, such proceedings do not materially and adversely affect the treatment of Holders of Claims or Interests under the Plan; provided, however, that, to the extent required, prior notice of such proceedings shall be served in accordance with the Bankruptcy Code or Bankruptcy Rules or an order of the Bankruptcy Court. A Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified or clarified, if the proposed alteration, amendment, modification or clarification does not materially and adversely change the treatment of the Claim or Interest of such Holder.

ARTICLE 11
PROVISIONS REGARDING INJUNCTIONS, EXCULPATION AND THIRD-PARTY RELEASES

11.1. Injunction Relating to the Plan.

To the fullest extent provided in Section 1141 of the Bankruptcy Code, as of the Effective Date, all Persons that have held, currently hold or may hold a Claim or other debt or Liability or interest that is addressed in the Plan are permanently enjoined from taking any action on account of such Claims, debts, Liabilities, or interest, other than actions brought to enforce any rights or obligations under the Plan.

11.2. Releases.

a. *Debtors' Release of Claims Against Officers, Directors, Managing Members, and Professionals of the Debtors*. As of the Effective Date, Debtors shall be deemed to have released all claims and Causes of Action in connection with or related to any action or omission taking place after the Commencement Date and prior to the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, and/or the Plan, against the Debtors' present directors, officers, Managing Members, all personnel of corporate Managing Members, financial advisors, attorneys and professionals; provided, however, the foregoing shall not waive or release any Causes of Action arising out of (i) any contractual obligations owing by any such party, (ii) any Avoidance Actions, or (iii) the fraud, willful misconduct, gross negligence, ultra vires acts, malpractice, or misuse of confidential information that causes damages, or criminal conduct of any such party.

b. *No Release Prior to Petition Date*. For the avoidance of doubt and notwithstanding anything to the contrary in this Plan or otherwise, nothing herein shall release any claims that arose prior to the Petition Date against the Debtors' Principals or any related parties, or affiliates of the Debtors.

c. *Releases with Pac West.* Provided that Pac West votes to accept the Plan, the Debtors will exchange broad releases with Pac West upon Confirmation. A copy of the proposed releases will be included in the Plan Supplement. The Debtors will release any claims, demands, rights, defenses, objections, setoffs, and Causes of Action that the Debtors or their Estates may hold against Pac West, including, but not limited to, any Avoidance Actions or fraudulent conveyance claims. The provisions of Section 6.9 and Section 9.2 of this Plan, and the Debtors' or Reorganized Debtor's preservation of Causes of Actions and defenses under this Plan will not apply to Pac West once such releases are exchanged. The Debtors and their affiliates will be released from all claims of Pac West other than their ongoing obligations under the Plan. Notwithstanding the foregoing, any claims of Pac West and the SBA against any guarantors other than the Debtors themselves will not be affected by the releases.

11.3. Exculpation.

To the extent permitted by Section 1125 (e) of the Bankruptcy Code, as of the Effective Date, each (i) Debtor, (ii) each director, officer, managing member, personnel of corporate managing members, and holders of equity interests of a Debtor, and (iii) each of the respective financial advisors, attorneys, accountants, consultants, liquidators, and other professionals of each such party (each an "Exculpated Party") shall neither have nor incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim or obligation, cause of action or liability for any Exculpated Claim, except for acts undertaken in bad faith, fraud, gross negligence, willful misconduct, ultra vires acts, malpractice, misuse of confidential information that causes damages, or criminal conduct; but in all respects each Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under this Plan in their dealings with a Debtor, or in the context of each Debtor's Chapter 11 Case. No Holder of a Claim or Equity Interest or any other party-in-interest, including their respective agents, employees, representatives, financial advisors, attorneys, or affiliates, shall have any right of action against any Exculpated Party relating to, or arising out of the Exculpated Claims, except for such Exculpated Party's own willful misconduct or gross negligence; provided, however, that nothing in the Plan shall, or shall be deemed to, release or exculpate the Exculpated Parties with respect to their obligation or covenants arising pursuant to the Plan. Nothing herein shall abrogate the provisions of any disciplinary code.

ARTICLE 12
MISCELLANEOUS PROVISIONS

12.1. Governing Law.

EXCEPT TO THE EXTENT THAT THE BANKRUPTCY CODE OR OTHER FEDERAL LAW IS APPLICABLE, OR TO THE EXTENT A SCHEDULE OR EXHIBIT HERETO OR INSTRUMENT, AGREEMENT OR OTHER DOCUMENT EXECUTED UNDER THE PLAN PROVIDES OTHERWISE, THIS PLAN, THE RIGHTS, DUTIES AND OBLIGATIONS ARISING UNDER THIS PLAN, AND ANY CLAIM OR CONTROVERSY DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS PLAN, AND THE TRANSACTIONS CONTEMPLATED BY THIS PLAN (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND

PERFORMANCE, SHALL IN ALL RESPECTS BE GOVERNED BY AND INTERPRETED, CONSTRUED AND DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

12.2. Notices.

All notices, requests and demands to be effective shall be in writing (including by facsimile transmission and email) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

To the Debtors:

Mayerson & Hartheimer, PLLC.
845 Third Ave., 11th floor
New York, NY 10022
Attn: Sandra E. Mayerson, Esq.
David H. Hartheimer, Esq.
Email: sandy@mhlaw-ny.com
david@mhlaw-ny.com

with a copy to their temporary address:
48 Seneca St.,
Dobbs Ferry, NY 10522

12.3. Reservation of Rights.

If the Plan is not confirmed by a Final Order, or if the Plan is confirmed and does not become effective, the rights of all parties in interest in the Bankruptcy Case are and shall be reserved in full. Any concessions or settlements reflected herein, if any, are made for purposes of the Plan only, and if the Plan does not become effective, no party in interest in the Bankruptcy Case shall be bound or deemed prejudiced by any such concession or settlement.

12.4. Binding Effect.

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

12.5. Discharge of Debtors.

Except as otherwise specifically provided in Section 1141(d) of the Bankruptcy Code, this Plan, or the Confirmation Order, and effective as of the Confirmation Date: (a) the distributions and rights that are provided in this Plan, if any, and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Causes of Action, whether known or unknown, including any interest accrued on such Claims from and after the Petition Date, against, liabilities of, Liens on, obligations

of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not (i) a proof of claim or interest based upon such Claim, debt, right, or Interest is filed or deemed filed under Section 501 of the Bankruptcy Code, (ii) a Claim or Interest based upon such Claim, debt, right, or Interest is allowed under Section 502 of the Bankruptcy Code, or (iii) the Holder of such a Claim, right, or Interest accepted this Plan; (b) the Plan shall bind all Holders of Claims and Interests notwithstanding whether any such Holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under Section 502(g) of the Bankruptcy Code; and (d) all Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, their successors and assigns, and their assets and properties any other Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims against and Interests in the Debtors, subject to the occurrence of the Effective Date.

Dated: June 28, 2024
New York, New York

Respectfully submitted,

DEBTORS:

RM BAKERY, LLC.

By: BKD Group LLC, Its Managing Member
By: Kuzari Investor 27323 LLC, Its managing member
By: */s/ Mark Rimer*
Mark Rimer
Authorized Signatory

BKD GROUP LLC

By: Kuzari Investor 27323 LLC
By: */s/ Mark Rimer*
Mark Rimer
Authorized Signatory