

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re:

Chapter 11

RIENZI & SONS, INC.

Case No. 1-15-40926

Debtor and
Debtor-in-Possession.

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**PLAN SUPPLEMENT FOR
AMENDED CHAPTER 11 PLAN OF REORGANIZATION**

BALLON STOLL BADER & NADLER, P.C.
729 Seventh Avenue
New York, NY 10019
Telephone: (212) 575-7900
Facsimile: (212) 764-5060
Vincent J. Roldan
vroldan@ballonstoll.com

Counsel to the Debtor and Debtor-in-Possession

Dated: March 2, 2016

Exhibit D

List of Entities, Claims Against Whom Vest In The Reorganized Debtor

On the Effective Date,¹ the Reorganized Debtor shall be vested with all of the Debtor's Causes of Action (including Avoidance Actions) against the entities listed in Schedule 3B of the Debtor's Statement of Financial Affairs (attached hereto), except for Avoidance Actions against the following entities: Baronia and MCT Dairies.

For avoidance of doubt, only Avoidance Actions against Baronia and MCT Dairies shall be vested in the Rienzi Creditors' Trust on the Effective Date.

¹ Capitalized terms shall have the meaning ascribed to the term in the Debtor's Amended Chapter 11 Plan of Reorganization.

Case No.: 1-15-40926

Payments made to creditors within 90 days

In re: Rienzi Sons, Inc.
SOFIA Schedule 3b

Posting Date	Document Type	Document No.	Bank	Account #	Description	Vendor Name	Amount (\$)	Bal. Account Type	Account#	Bal.
12/3/2014	Payment	4771	ALMA1	ALMA1	BELL CONTAINER CORP.		-1,622.69	Vendor	17675	
12/5/2014	Payment	4640	ALMA1	ALMA1	CANFAB PACKAGING		-17,076.81	Vendor	18250	
12/5/2014	Payment	4772	ALMA1	ALMA1	G. DAVIDS CPA, LLC		-1,500.00	Vendor	26900	
12/8/2014	Payment	4770	ALMA1	ALMA1	RONALD SAMARRO		-7,500.00	Vendor	3640	
12/8/2014	Payment	WYRE/12.08.14	ALMA1	ALMA1	FXD 1095575/INV#1541, 1545 @ \$1.2564	BARONIA	-34,095.30	Vendor	51600	
12/9/2014	Payment	4775	ALMA1	ALMA1	PRODUCT DEVELOPMENT &		-27,406.80	Vendor	3960	
12/12/2014	Payment	4776	ALMA1	ALMA1	Internal money trans		-20,000.00	Vendor	15510	
12/12/2014	Payment	4777	ALMA1	ALMA1	19-34 38 38th STREET LLC		-1,766.19	Vendor	22500	
12/15/2014	Payment	4782	ALMA1	ALMA1	GlobalTransport Logistics, Inc		-8,542.02	Vendor	12015	
12/15/2014	Payment	4783	ALMA1	ALMA1	TIME WARNER CABLE		-311.74	Vendor	3560	
12/15/2014	Payment	4784	ALMA1	ALMA1	COBRA ELECTRIC CORP.		-4,800.00	Vendor	16130	
12/15/2014	Payment	4785	ALMA1	ALMA1	TENNANT SALES AND SERVICE		-538.7	Vendor	25950	
12/15/2014	Payment	4786	ALMA1	ALMA1	INV#002843	PALAGONIA BAKERY CO INC.	-12,180.00	Vendor	19980	
12/15/2014	Payment	4787	ALMA1	ALMA1	INV#002847	PALAGONIA BAKERY CO INC.	-8,120.00	Vendor	19980	
12/15/2014	Payment	4788	ALMA1	ALMA1	C. ECKHOFF TRUCK BODIES, INC		-54.44	Vendor	10730	
12/15/2014	Payment	4789	ALMA1	ALMA1	be* marketing		-5,000.00	Vendor	3790	
12/15/2014	Payment	4790	ALMA1	ALMA1	LAB INSTRUMENT SPECIALIST, INC		-29	Vendor	17260	
12/15/2014	Payment	4791	ALMA1	ALMA1	PETER CERRETANI		-339.6	Vendor	13880	
12/15/2014	Payment	4792	ALMA1	ALMA1	BIG Y FOODS, INC.		-1,419.88	Vendor	10590	
12/15/2014	Payment	4793	ALMA1	ALMA1	NYC DEPARTMENT OF FINANCE		-44,817.02	Vendor	13300	
12/15/2014	Payment	4794	ALMA1	ALMA1	NYC DEPARTMENT OF FINANCE		-5,584.65	Vendor	13300	
12/15/2014	Payment	4795	ALMA1	ALMA1	NYC DEPARTMENT OF FINANCE		-21,794.54	Vendor	13300	
12/15/2014	Payment	4796	ALMA1	ALMA1	INV. 117597	MCT DAIRIES	-57,451.24	Vendor	12945	
12/15/2014	Payment	4797	ALMA1	ALMA1	INV. 117595	MCT DAIRIES	-5,943.15	Vendor	12945	
12/15/2014	Payment	4798	ALMA1	ALMA1	INV. 117596	MCT DAIRIES	-9,879.52	Vendor	12945	
12/15/2014	Payment	4799	ALMA1	ALMA1	CARR BUSINESS SYSTEMS		-9.53	Vendor	3970	
12/15/2014	Payment	4800	ALMA1	ALMA1	BORO-WIDE RECYCLING CORP.		-919.29	Vendor	3370	
12/15/2014	Payment	4801	ALMA1	ALMA1	WELLS FARGO FINANCIAL LEASING		-555.27	Vendor	3700	
12/15/2014	Payment	4802	ALMA1	ALMA1	DIAGRAPH MARKING & CODING GRP		-1,764.92	Vendor	11440	
12/15/2014	Payment	4803	ALMA1	ALMA1	ally/GMAC		-641.33	Vendor	12020	
12/15/2014	Payment	4804	ALMA1	ALMA1	TCF EQUIPMENT FINANCE		-3,143.00	Vendor	28150	
12/15/2014	Payment	4805	ALMA1	ALMA1	TCF EQUIPMENT FINANCE		-2,025.00	Vendor	28150	
12/15/2014	Payment	4806	ALMA1	ALMA1	TCF EQUIPMENT FINANCE		-1,750.00	Vendor	28150	
12/15/2014	Payment	4807	ALMA1	ALMA1	TCF EQUIPMENT FINANCE		-883	Vendor	28150	
12/15/2014	Payment	4808	ALMA1	ALMA1	BMW Bank of North America		-844.75	Vendor	10630	
12/15/2014	Payment	4809	ALMA1	ALMA1	TOL		-3,540.00	Vendor	14395	
12/15/2014	Payment	4810	ALMA1	ALMA1	COMMISSIONER OF MOTOR VEHICLES		-135	Vendor	11110	
12/15/2014	Payment	4811	ALMA1	ALMA1	COMMISSIONER OF MOTOR VEHICLES		-486.5	Vendor	11110	
12/15/2014	Payment	4812	ALMA1	ALMA1	Santander Consumer USA		-12,205.50	Vendor	50300	
12/15/2014	Payment	4813	ALMA1	ALMA1	WILLIAM CARPENTER		-723.48	Vendor	58495	
12/15/2014	Payment	4814	ALMA1	ALMA1	EDNJ ASSOCIATES, INC.		-15,921.52	Vendor	3690	
12/15/2014	Payment	4815	ALMA1	ALMA1	BALLON STOLLBADER & NADLER, P.C		-12,063.67	Vendor	58200	
12/15/2014	Payment	4816	ALMA1	ALMA1	THE HARTFORD		-6,546.10	Vendor	17236	
12/15/2014	Payment	4817	ALMA1	ALMA1	CROSS ISLAND COMPUTERS		-180	Vendor	3530	
12/15/2014	Payment	4818	ALMA1	ALMA1	JOSEPH RIENZI		-10,000.00	Vendor	12510	
12/15/2014	Payment	4819	ALMA1	ALMA1	MICHAEL CAVANAUGH		-500	Vendor	13070	
12/15/2014	Payment	4820	ALMA1	ALMA1	KRISTYNA GARBACIA		-300	Vendor	16364	

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Payments made to creditors within 90 days

In re: Rienzi Sons, Inc
SOFA Schedule 3b

Posting Date	Document Type	Document No.	Bank Account #	Description	Vendor Name	Amount (\$)	Bal. Account Type	Account#	Bal
12/15/2014	Payment	4821	ALMA1	PETER CERRETANI		-10,000.00	Vendor	13880	
12/15/2014	Payment	4822	ALMA1	GENOWEFA MAJKA		-300	Vendor	16367	
12/15/2014	Payment	4823	ALMA1	HELENA TYLUTKA		-300	Vendor	16366	
12/15/2014	Payment	4824	ALMA1	EFRAIN BERRIOS		-300	Vendor	29750	
12/15/2014	Payment	4825	ALMA1	MARIA STOI		-300	Vendor	16385	
12/15/2014	Payment	4826	ALMA1	CORRADO CARBONE		-200	Vendor	16395	
12/15/2014	Payment	4827	ALMA1	MANUELO O. MACAS PUA		-1,000.00	Vendor	54000	
12/15/2014	Payment	4828	ALMA1	HILDA ASENCIO		-300	Vendor	16410	
12/15/2014	Payment	4829	ALMA1	ROBERTO R. VILLANUEVA		-300	Vendor	54005	
12/15/2014	Payment	4830	ALMA1	JONATHAN BIVIANO		-300	Vendor	29650	
12/15/2014	Payment	4831	ALMA1	MICHAEL MALBORSKI		-300	Vendor	16415	
12/15/2014	Payment	4832	ALMA1	SWATI BHAKAT		-300	Vendor	16405	
12/15/2014	Payment	4793	ALMA1	Voiding check 4793.		44,817.02			
12/16/2014	Payment	WIRE/12.16.14	ALMA1	Wire Paid INV#004-7717/2014	SOCIEDAD AGRICOLA VIRU S.A	-56,000.00	Vendor	26300	
12/16/2014	Payment	WIRE/EDN121614	ALMA1	INV#RIEN007/NOV 2014	EDNJ ASSOCIATES, INC.	-16,222.55	Vendor	3690	
12/17/2014	Payment	4833	ALMA1	AMERICAN EXPRESS		-5,201.20	Vendor	10241	
12/17/2014	Payment	4834	ALMA1	TCF EQUIPMENT FINANCE		-1,430.00	Vendor	28150	
12/17/2014	Payment	4835	ALMA1	CON EDISON		-296.37	Vendor	11170	
12/17/2014	Payment	4836	ALMA1	CON EDISON		-768.14	Vendor	11170	
12/17/2014	Payment	4837	ALMA1	GABRIELI TRUCK SALES LTD.		-6,618.25	Vendor	53000	
12/18/2014	Payment	4838	ALMA1	CROWN LIFT TRUCKS		-1,820.21	Vendor	11290	
12/18/2014	Payment	4839	ALMA1	NCH MARKETING SERVICES, INC.		-5,000.00	Vendor	16425	
12/18/2014	Payment	4840	ALMA1	Acosta, Inc.		-146.76	Vendor	53900	
12/18/2014	Payment	4841	ALMA1	AMERICAN EXPRESS		-16,445.41	Vendor	10240	
12/19/2014	Payment	WIRE/12.15.14	ALMA1	FXD. 1095576/PAID INV#1578,1597,1592,1599 @ \$1.2564	BARONIA	-73,540.27	Vendor	51600	
12/19/2014	Payment	HUT/NOV 2014	ALMA1	COMMISSIONER OF TAXATION &		-126.95	Vendor	11130	
12/22/2014	Payment	WIRE/12.22.14	ALMA1	FXD#1095575, INV#A/540/2014 @ \$1.2564	RISPOU LUNGI E.C.S.R.L	-44,325.80	Vendor	29550	
12/22/2014	Payment	WIRE/12.22.15	ALMA1	FXD#1095575, INV#1169, 1170, 1171 (bal) @ \$1.2564	ANIELLO LONGOBARDI s.r.l.	-48,162.75	Vendor	10305	
12/22/2014	Payment	RE AUNT KITTY 122	ALMA1	INV#1487273, 1483235	AUNT KITTY'S FOOD'S INC	-78,480.00	Vendor	17460	
12/23/2014	Payment	4842	ALMA1	SUNOCO		-6,352.00	Vendor	17730	
12/23/2014	Payment	WIRE/12.23.14	ALMA1	NEWTEK SMALL BUSINESS FIN. INC		-15,000.00	Vendor	10905	
12/23/2014	Payment	AN FR. PERSN 1223	ALMA1	Transfer from Personal to Op acc		14,000.00	G/L Account	19200	
12/30/2014	Payment	WIRE/12.30.14	ALMA1	Wire paid for Mathew Loan		-30,000.00	Vendor	56000	
12/30/2014	Payment	WIRE-1/12.30.14	ALMA1	FXD#1095648, INV#14.958 & 16.833 @ \$1.2355	ANIELLO LONGOBARDI s.r.l.	-47,615.77	Vendor	30150	
12/30/2014	Payment	WIRE-2/12.30.14	ALMA1	FXD#1095648, INV# 1646,1653,1656 & 1648 @ \$1.2355	BARONIA	-67,101.07	Vendor	51600	
12/30/2014	Payment	WIRE-3/12.30.14	ALMA1	FXD#1095648, INV#1171/2013 & 1172/2013 @ \$1.2355	ANIELLO LONGOBARDI s.r.l.	-44,589.34	Vendor	10305	
12/30/2014	Payment	WIRE FEE	ALMA1	Wire fee (ind return wire fee)		-350	G/L Account	80400	
12/30/2014	Payment	STOP CHK	ALMA1	Stop payment fee		-60	G/L Account	80400	
12/30/2014	Payment	MAINTAIN. FEE	ALMA1	Bank fee (ind frac diff)		-23.26	G/L Account	80400	
12/30/2014	Payment	JTO TRANS/01.02.	ALMA1	TRUCK#20 - FINAL INSTL	ALMA BANK	-612.78	Vendor	54200	
1/6/2015	Payment	4844	ALMA1	Michael Rienzi, Sr.		-12,000.00	Vendor	15510	
1/6/2015	Payment	4845	ALMA1	Michael Rienzi, Sr.		-5,000.00	Vendor	15510	
1/6/2015	Payment	4846	ALMA1	18-58 STEINWAY STREET, LLC		-5,600.00	Vendor	22060	
1/6/2015	Payment	4847	ALMA1	18-64 STEINWAY STREET, LLC		-5,600.00	Vendor	22070	
1/6/2015	Payment	4848	ALMA1	BIG Y FOODS, INC.		-3,448.81	Vendor	10590	
1/6/2015	Payment	4849	ALMA1	CROSS ISLAND COMPUTERS		-45	Vendor	3530	
1/6/2015	Payment	4850	ALMA1	JOSEPH RIENZI		-1,579.44	Vendor	12510	

In re: Renzel Sons, Inc
SOFA Schedule 3b

Payments made to creditors within 90 days

Case No.: 1-15-40926

Posting Date	Document Type	Document No.	Bank	Account #	Description	Vendor Name	Amount (\$)	Bal. Account Type	Account#	Bal
1/6/2015	Payment	4851	ALMA1	ALMA1	ANTHONY M. BATTISTI, VENIERO'S		-10,000.00	Vendor	50710	
1/6/2015	Payment	4852	ALMA1	ALMA1	WEISS STATIONARY, INC.		-1,741.25	Vendor	15230	
1/6/2015	Payment	4853	ALMA1	ALMA1	Santander Consumer USA		-505.42	Vendor	25650	
1/6/2015	Payment	4854	ALMA1	ALMA1	ally/GMAC		-12,195.50	Vendor	50300	
1/6/2015	Payment	4855	ALMA1	ALMA1	WELLS FARGO FINANCIAL LEASING		-641.33	Vendor	12020	
1/6/2015	Payment	4856	ALMA1	ALMA1	PALAGONIA BAKERY CO INC.		-555.27	Vendor	3700	
1/6/2015	Payment	4857	ALMA1	ALMA1	PALAGONIA BAKERY CO INC.		-7,540.00	Vendor	19980	
1/6/2015	Payment	4858	ALMA1	ALMA1	PALAGONIA BAKERY CO INC.		-12,180.00	Vendor	19980	
1/6/2015	Payment	4859	ALMA1	ALMA1	RUNWAY TIME SERVICE CO., INC.		-1,522.06	Vendor	14240	
1/6/2015	Payment	4860	ALMA1	ALMA1	CNR REFRIGERATION COMPANY, INC		-554.12	Vendor	20260	
1/6/2015	Payment	4861	ALMA1	ALMA1	G. DAVIDS CPA, LLC		-1,500.00	Vendor	26900	
1/6/2015	Payment	4862	ALMA1	ALMA1	Allegiance Retail Services, LLC		-524	Vendor	10045	
1/6/2015	Payment	4863	ALMA1	ALMA1	CORRADO CARBONE		-52.52	Vendor	16395	
1/6/2015	Payment	4864	ALMA1	ALMA1	MICHAEL CAVANAUGH		-575.65	Vendor	13070	
1/6/2015	Payment	4865	ALMA1	ALMA1	PETER CERRETANI		-1,583.23	Vendor	13880	
1/6/2015	Payment	4866	ALMA1	ALMA1	CHEMSEARCH		-757.78	Vendor	10990	
1/6/2015	Payment	4867	ALMA1	ALMA1	BELL CONTAINER CORP.		-10,077.15	Vendor	17675	
1/6/2015	Payment	4868	ALMA1	ALMA1	PRECISION LOGISTICS LLC		-1,200.00	Vendor	3950	
1/6/2015	Payment	4869	ALMA1	ALMA1	IBM Corporation		-234.8	Vendor	12205	
1/6/2015	Payment	4870	ALMA1	ALMA1	TRIMBLE NAVIGATION LIMITED		-180.62	Vendor	10480	
1/6/2015	Payment	4871	ALMA1	ALMA1	VERIZON WIRELESS		-901.73	Vendor	15250	
1/6/2015	Payment	4872	ALMA1	ALMA1	Acosta, Inc.		-628.91	Vendor	53900	
1/6/2015	Payment	4873	ALMA1	ALMA1	MCT DAIRIES		-16,004.29	Vendor	12945	
1/6/2015	Payment	4874	ALMA1	ALMA1	FORD CREDIT		-537.35	Vendor	11810	
1/6/2015	Payment	4875	ALMA1	ALMA1	CON EDISON		-4,882.15	Vendor	11170	
1/6/2015	Payment	4876	ALMA1	ALMA1	Signature Financial, LLC		-2,328.00	Vendor	3240	
1/6/2015	Payment	4877	ALMA1	ALMA1	MINICING OVERSEAS SPICE COMPANY		-10,512.65	Vendor	13100	
1/6/2015	Payment	4878	ALMA1	ALMA1	AETNA LIFE INSURANCE COMPANY		-6,841.37	Vendor	25500	
1/6/2015	Payment	4879	ALMA1	ALMA1	BORO-WIDE RECYCLING CORP.		-919.29	Vendor	3370	
1/6/2015	Payment	4880	ALMA1	ALMA1	VERIZON		-481.34	Vendor	15240	
1/6/2015	Payment	4881	ALMA1	ALMA1	VERIZON		-218.1	Vendor	15240	
1/6/2015	Payment	4881	ALMA1	ALMA1	AHOLD FINANCIAL SERVICES		-29,392.18	Vendor	10130	
1/6/2015	Payment	4892	ALMA1	ALMA1	AMERICAN SHIPPING COMPANY, INC		-12,276.72	Vendor	10280	
1/6/2015	Payment	4893	ALMA1	ALMA1	INV#2014-VEN-0002133 V	ACETIFICI ITALIANI MODENA srl	-22,276.80	Vendor	10370	
1/6/2015	Payment	4894	ALMA1	ALMA1	INV#2014-VEN-0002138 V	ACETIFICI ITALIANI MODENA srl	-15,724.80	Vendor	10370	
1/6/2015	Payment	4895	ALMA1	ALMA1	INV#2014-VEN-0002236 V	ACETIFICI ITALIANI MODENA srl	-20,848.80	Vendor	10370	
1/6/2015	Payment	4896	ALMA1	ALMA1	INV#2014-VEN-0002540V		-22,276.80	Vendor	10370	
1/6/2015	Payment	4897	ALMA1	ALMA1	INV#4735/2013-A	FRANZESE S.p.A.	-16,927.80	Vendor	11851	
1/6/2015	Payment	4898	ALMA1	ALMA1	INV#4782/2013	FRANZESE S.p.A.	-34,355.16	Vendor	11851	
1/6/2015	Payment	4899	ALMA1	ALMA1	INV#4883/2013	FRANZESE S.p.A.	-15,517.54	Vendor	11851	
1/6/2015	Payment	4900	ALMA1	ALMA1	INV#6476/2013	FRANZESE S.p.A.	-15,729.61	Vendor	11851	
1/6/2015	Payment	4905	ALMA1	ALMA1	GlobalTransport Logistics, Inc		-7,406.47	Vendor	12015	
1/6/2015	Payment	4906	ALMA1	ALMA1	INV#2014-VEN-0000314V	Acetificio Marcello De Nigris	-22,276.80	Vendor	12810	
1/6/2015	Payment	4907	ALMA1	ALMA1	INV#2014-VEN-0000406V	Acetificio Marcello De Nigris	-15,724.80	Vendor	12810	
1/6/2015	Payment	4908	ALMA1	ALMA1	INV#2014-VEN-0000411V	Acetificio Marcello De Nigris	-22,276.80	Vendor	12810	
1/6/2015	Payment	4909	ALMA1	ALMA1	INV#2014-VEN-0000677V	Acetificio Marcello De Nigris	-36,073.60	Vendor	12840	
1/6/2015	Payment	4910	ALMA1	ALMA1	MEDITERRANEAN SHIPPING CO.		-29,456.00	Vendor	12950	

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Posting Date	Document Type	Document No.	Bank	Description	Vendor Name	Amount (\$)	Bal. Account Type	Account#
1/6/2015	Payment	4912	ALMA1	MEDITERRANEAN SHIPPING CO.		-58,213.00	Vendor	12950
1/6/2015	Payment	4913	ALMA1	THE HARTFORD		-6,546.10	Vendor	17236
1/6/2015	Payment	4912	ALMA1	Voiding check 4912.		58,213.00		
1/6/2015	Payment	4898	ALMA1	Voiding check 4898.		34,355.16		
1/8/2015	Payment	MA LOC LN/PMT#	ALMA1	ALMA LOC PMT#39 - JAN 2015	CANFAB PACKAGING	-4,520.83	G/L Account	85500
1/12/2015	Payment	4773	ALMA1	INV#016199		-18,661.11	Vendor	18250
1/12/2015	Payment	4914	ALMA1	EDNJ ASSOCIATES, INC.		-1,191.96	Vendor	3690
1/13/2015	Payment	4915	ALMA1	Michael Rienzi, Sr.		-14,000.00	Vendor	15510
1/14/2015	Payment	4916	ALMA1	THE PORT AUTHORITY OF NY & NJ		-25	Vendor	14820
1/14/2015	Payment	IA MORTG LN/PM	ALMA1	Alma Mortg Ln PMT#42 - JAN 2015		-24,238.80	G/L Account	19200
1/14/2015	Payment	JTO TRANS/01.14.	ALMA1	TRUCK#21 - FINAL INSTL		-3,129.11	Vendor	54200
1/15/2015	Payment	G07532	ALMA1	NYS-UI Q4 2014		-992.36	Vendor	13710
1/16/2015	Payment	4774	ALMA1	INV#017502	CANFAB PACKAGING	-18,661.11	Vendor	18250
1/19/2015	Payment	4917	ALMA1	INV#559440	BelGioioso Cheese Inc.	-93,848.23	Vendor	10605
1/19/2015	Payment	4918	ALMA1	BALLON STOLBADER & NADLER, P.C		-14,618.43	Vendor	58200
1/19/2015	Payment	4919	ALMA1	Automated Packaging Services		-1,235.00	Vendor	3780
1/19/2015	Payment	4920	ALMA1	IBM Corporation		-234.8	Vendor	12205
1/19/2015	Payment	4921	ALMA1	TIME WARNER CABLE		-334.27	Vendor	3560
1/19/2015	Payment	4922	ALMA1	TRIMBLE NAVIGATION LIMITED		-180.62	Vendor	10480
1/19/2015	Payment	4923	ALMA1	TCF EQUIPMENT FINANCE		-3,143.00	Vendor	28150
1/19/2015	Payment	4924	ALMA1	TCF EQUIPMENT FINANCE		-2,025.00	Vendor	28150
1/19/2015	Payment	4925	ALMA1	TCF EQUIPMENT FINANCE		-883	Vendor	28150
1/19/2015	Payment	4926	ALMA1	TCF EQUIPMENT FINANCE		-1,750.00	Vendor	28150
1/19/2015	Payment	4927	ALMA1	TCF EQUIPMENT FINANCE		-1,430.00	Vendor	28150
1/19/2015	Payment	4928	ALMA1	BMW Bank of North America		-844.75	Vendor	10630
1/19/2015	Payment	4929	ALMA1	CON EDISON		-283.68	Vendor	11170
1/19/2015	Payment	4930	ALMA1	CON EDISON		-643.92	Vendor	11170
1/20/2015	Payment	WIRE/01.19.15	ALMA1	Wire Trans. INV#004-7745/2014	SOCIEDAD AGRICOLA VIRU S.A.	-56,000.00	Vendor	26300
1/20/2015	Payment	4931	ALMA1	NYC DEPARTMENT OF FINANCE		-44,837.02	Vendor	13300
1/21/2015	Payment	4932	ALMA1	AMERICAN EXPRESS		-9,407.39	Vendor	10240
1/21/2015	Payment	4933	ALMA1	AMERICAN EXPRESS		-913.43	Vendor	10241
1/21/2015	Payment	4934	ALMA1	be**marketing		-48,612.72	Vendor	3790
1/21/2015	Payment	4935	ALMA1	CNA INSURANCE		-14,488.61	Vendor	26600
1/21/2015	Payment	WIRE/01.21.15	ALMA1	Wired for INV#1488709		-39,240.00	Vendor	17460
1/21/2015	Payment	WIRE/01.21.15	ALMA1	FXD#1095928/INV#1693, 1117, 1120 @ \$1.1958		-55,075.19	Vendor	51600
1/21/2015	Payment	WIRE/01.21.15-1	ALMA1	PAID TO AIB (OWED ON CURR SETTLMNT)		-2,852.47	G/L Account	21125
1/21/2015	Payment	WIRE/01.22.15-2	ALMA1	Paid wire for INV.8.2015 @ \$1.1958		-28,897.57	Vendor	29600
1/22/2015	Payment	WIRE/01.22.15	ALMA1	FXD#1095767/INV#A/597/2014&A/607/2014 @ \$1.2198	RISPOLI LUIGI E C. S.R.L	-41,971.85	Vendor	29550
1/22/2015	Payment	WIRE/01.22.15-1	ALMA1	Paid wire for INV.8.2015 @ \$1.2198		-8,793.37	Vendor	29600
1/22/2015	Payment	ADJ FOR AIB PAID	ALMA1	wire of (74591.12+4732.63) bal adj paid to AIB		-60.96	G/L Account	21125
1/23/2015	Payment	4936	ALMA1	IFTA-100/4Q 2014		-726.28	Vendor	11130
1/23/2015	Payment	4937	ALMA1	United Natural Foods		-1,221.00	Vendor	3990
1/26/2015	Payment	4843	ALMA1	INV# 017487		-17,255.43	Vendor	18250
1/28/2015	Payment	G07533	ALMA1	MT903 HUT/DEC 2014		-154.57	Vendor	11130
1/29/2015	Payment	WIRE/01.29.15	ALMA1	EURO 55,000 @ \$1.2198		-6,099.00	Vendor	58496
1/31/2015	Payment	SANK MAINTN	ALMA1	Bank Maintenance fee		-68.07	G/L Account	80400
1/31/2015	Payment	WIRE FEE	ALMA1	Wire fee (adj) (wire fee credit chg in excess)		-150	G/L Account	80400

Case No.: 1-15-40926

Payments made to creditors within 90 days

In re: Rienzi Sons, Inc
SOFIA Schedule 3b

Posting Date	Document Type	Document No.	Bank	Description	Vendor Name	Amount (\$)	Bal. Account Type	Account#
1/31/2015				Return item fee (credit for excess chg.)			20 G/L Account	80400
2/2/2015	Payment	4938	ALMA1	Michael Rienzi, Sr.		-12,000.00	Vendor	15510
2/2/2015	Payment	4939	ALMA1	Michael Rienzi, Sr.		-3,000.00	Vendor	15510
2/2/2015	Payment	4940	ALMA1	18-58 STEINWAY STREET, LLC		-5,600.00	Vendor	22060
2/2/2015	Payment	4941	ALMA1	18-64 STEINWAY STREET, LLC		-5,600.00	Vendor	22070
2/2/2015	Payment	4942	ALMA1	ALLFORM CONSTRUCTION LLC		-54,000.00	Vendor	3280
2/2/2015	Payment	4943	ALMA1	CROSS ISLAND COMPUTERS		-175.2	Vendor	3530
2/2/2015	Payment	4944	ALMA1	JOSEPH RIENZI		-1,766.19	Vendor	12510
2/2/2015	Payment	4945	ALMA1	BIG Y FOODS, INC.		-2,713.24	Vendor	10590
2/2/2015	Payment	4946	ALMA1	AXEL SPRING & BRAKE INC.		-823	Vendor	10520
2/2/2015	Payment	4947	ALMA1	MINCING OVERSEAS SPICE COMPANY		-6,935.90	Vendor	13100
2/2/2015	Payment	4948	ALMA1	M.A.J. ENTERPRISES INC.		-2,353.00	Vendor	18960
2/2/2015	Payment	4949	ALMA1	Allegiance Retail Services LLC		-5.99	Vendor	10045
2/2/2015	Payment	4950	ALMA1	R.J. ELECTRIC & MAINTENANCE		-170.93	Vendor	14175
2/2/2015	Payment	4951	ALMA1	Signature Financial, LLC		-2,328.00	Vendor	3240
2/2/2015	Payment	4952	ALMA1	TOL		-10,692.92	Vendor	14395
2/2/2015	Payment	4953	ALMA1	FUNARO & CO., P.C.		-12,500.00	Vendor	11960
2/2/2015	Payment	4954	ALMA1	WILLIAM CARPENTER		-333.5	Vendor	58495
2/2/2015	Payment	4955	ALMA1	PALAGONIA BAKERY CO INC.		-5,800.00	Vendor	19980
2/2/2015	Payment	4956	ALMA1	CON EDISON		-3,875.89	Vendor	11170
2/2/2015	Payment	4957	ALMA1	PETER CERRETANI		-1,476.75	Vendor	13880
2/2/2015	Payment	4958	ALMA1	MCT DAIRIES		-27,122.06	Vendor	12945
2/2/2015	Payment	4959	ALMA1	NYC FIRE DEPARTMENT		-1,050.00	Vendor	13640
2/2/2015	Payment	4960	ALMA1	VERIZON WIRELESS		-918.58	Vendor	15250
2/2/2015	Payment	4961	ALMA1	NYC WATER BOARD		-117.81	Vendor	13650
2/2/2015	Payment	4962	ALMA1	NYC WATER BOARD		-117.81	Vendor	13650
2/2/2015	Payment	4963	ALMA1	NYC WATER BOARD		-239.58	Vendor	17730
2/2/2015	Payment	4964	ALMA1	SUNOCO		-4,663.97	Vendor	18300
2/2/2015	Payment	4965	ALMA1	TRANS-COM		-160	Vendor	15240
2/2/2015	Payment	4966	ALMA1	VERIZON		-218.03	Vendor	15240
2/2/2015	Payment	4967	ALMA1	VERIZON		-498.9	Vendor	15240
2/2/2015	Payment	4968	ALMA1	MARSHALL SALES		-1,353.92	Vendor	52000
2/2/2015	Payment	4969	ALMA1	Acosta, Inc.		-1,046.55	Vendor	53900
2/2/2015	Payment	4970	ALMA1	MEDITERRANEAN SHIPPING CO.		-25,506.00	Vendor	12950
2/2/2015	Payment	4971	ALMA1	MEDITERRANEAN SHIPPING CO.		-25,248.00	Vendor	12950
2/2/2015	Payment	4972	ALMA1	AMERICAN SHIPPING COMPANY, INC		-18,655.84	Vendor	10280
2/2/2015	Payment	4976	ALMA1	GlobalTransport Logistics, Inc		-4,426.03	Vendor	12015
2/2/2015	Payment	4979	ALMA1	AHOLD FINANCIAL SERVICES		-5,554.90	Vendor	10130
2/2/2015	Payment	4958	ALMA1	Voiding check 4958.		27,122.06		
2/2/2015	Payment	4980	ALMA1	AETNA LIFE INSURANCE COMPANY		-6,841.37	Vendor	25500
2/2/2015	Payment	4981	ALMA1	The Law Offices of Antonio		-5,000.00	Vendor	3890
2/2/2015	Payment	4982	ALMA1	SPECIALIZED YACHT SERVICE		-100	Vendor	15730
2/2/2015	Payment	4942	ALMA1	Voiding check 4942.		54,000.00		
2/2/2015	Payment	4948	ALMA1	Voiding check 4948.		2,353.00		
2/3/2015	Payment		ALMA1	Alma LOC transfer/Feb 2015		-4,520.84	G/L Account	85500
2/4/2015	Payment		ALMA1	Transfer from Op to Personal		-15,000.00	Vendor	15510
2/6/2015	Payment		ALMA1	AMERICAN SALES		-390	Vendor	10270

Case No.: 1-15-40926

Payments made to creditors within 90 days

In re: Rienzi Sons, Inc.
SOFA Schedule 3b

Posting Date	Document Type	Document No.	Bank	Account #	Description	Vendor Name	Amount (\$)	Bal. Account Type	Account#	Bal.
2/6/2015	Payment	4985	ALMA1		ALMA - PAYROLL		-10,000.00	Vendor	3730	
2/10/2015	Payment	4986	ALMA1		be*marketing		-7,146.24	Vendor	3790	
2/10/2015	Payment	4987	ALMA1		TRANS-COM		-110	Vendor	18300	
2/10/2015	Payment	4988	ALMA1		HOFFMANN & BARON, LLP		-2,290.00	Vendor	18280	
2/10/2015	Payment	4989	ALMA1		WELLS FARGO FINANCIAL LEASING		-555.27	Vendor	3700	
2/10/2015	Payment	4990	ALMA1		BORO-WIDE RECYCLING CORP.		-919.29	Vendor	3370	
2/10/2015	Payment	4991	ALMA1		ally/GMAC		-641.33	Vendor	12020	
2/10/2015	Payment	4992	ALMA1		TCF EQUIPMENT FINANCE		-3,143.00	Vendor	28150	
2/10/2015	Payment	4993	ALMA1		COBRA ELECTRIC CORP.		-1,250.00	Vendor	16130	
2/10/2015	Payment	4994	ALMA1		G. DAVIDS CPA, LLC		-1,500.00	Vendor	26900	
2/10/2015	Payment	4995	ALMA1		Santander Consumer Usa		-12,195.50	Vendor	50300	
2/10/2015	Payment	4996	ALMA1		MCT DAIRIES		-20,193.96	Vendor	12945	
2/10/2015	Payment	4997	ALMA1		THE HARTFORD		-2,843.03	Vendor	17236	
2/10/2015	Payment	4998	ALMA1		BALLON STOLLBADER & NADLER, P.C		-11,045.89	Vendor	58200	
2/11/2015	Payment	4999	ALMA1		BDO USA, LLP		-6,874.85	Vendor	3380	
2/13/2015	Payment	5000	ALMA1		ALMA - PAYROLL		-10,000.00	Vendor	3730	
2/16/2015	Payment	5002	ALMA1		PAYROLL WEEK#52, 2014; CHK 3795 VOID AS MISPLACED	Peter Cerretani	-750.59	Vendor	13880	
2/16/2015	Payment	5003	ALMA1		MEDITERRANEAN SHIPPING CO.		-2,124.00	Vendor	12950	
2/16/2015	Payment	5004	ALMA1		AMERICAN SHIPPING COMPANY, INC		-301.98	Vendor	10280	
2/16/2015	Payment	5005	ALMA1		TCF EQUIPMENT FINANCE		-2,025.00	Vendor	28150	
2/16/2015	Payment	5006	ALMA1		TCF EQUIPMENT FINANCE		-883	Vendor	28150	
2/16/2015	Payment	5007	ALMA1		TCF EQUIPMENT FINANCE		-1,750.00	Vendor	28150	
2/16/2015	Payment	5008	ALMA1		TCF EQUIPMENT FINANCE		-1,430.00	Vendor	28150	
2/16/2015	Payment	5009	ALMA1		COMMISSIONER OF MOTOR VEHICLES		-288.5	Vendor	11110	
2/16/2015	Payment	5010	ALMA1		BUNZL PROCESSOR DIVISION		-2,130.00	Vendor	58497	
2/16/2015	Payment	5011	ALMA1		BMW Bank of North America		-844.75	Vendor	10630	
2/17/2015	Payment	5013	ALMA1		GlobalTransport Logistics, Inc		-3,290.49	Vendor	12015	
2/17/2015	Payment	5016	ALMA1		AHOLD FINANCIAL SERVICES		-9,051.44	Vendor	10130	
2/17/2015	Payment	5017	ALMA1		PETER CERRETANI		-1,166.70	Vendor	13880	
2/17/2015	Payment	5018	ALMA1		WILLIAM CARPENTER		-797.5	Vendor	58495	
2/17/2015	Payment	5019	ALMA1		TIME WARNER CABLE		-338.41	Vendor	3560	
2/17/2015	Payment	5020	ALMA1		RUNWAY TIRE SERVICE CO., INC.		-138.58	Vendor	14240	
2/17/2015	Payment	5021	ALMA1		CITY OF NY PARKS & RECREATION		-9,180.00	Vendor	13630	
2/17/2015	Payment	5022	ALMA1		AXEL SPRING & BRAKE INC		-1,442.00	Vendor	10520	
2/18/2015	Payment	5023	ALMA1		COMMISSIONER OF MOTOR VEHICLES		-7,747.78	Vendor	11110	
2/18/2015	Payment	WIRE/02.18.15	ALMA1		Wire Paid for INV#1489896	AUNT KITTY'S FOOD'S INC	-39,240.00	Vendor	17460	
2/18/2015	Payment	WIRE/02.18.15-1	ALMA1		BALLON STOLLBADER & NADLER, P.C		-25,000.00	Vendor	58200	
2/18/2015	Payment	WIRE/02.18.15-2	ALMA1		MANAGEMENT SERVICES		-7,500.00	Vendor	4030	
2/18/2015	Payment	WIRE/02.18.15	ALMA1		INV#11211173,1173,1174,1226,1656,0023,0024	BARONIA	-167,386.72	Vendor	51600	
2/19/2015	Payment	4A MORTG/FEB 21	ALMA1		Alma Mortgage Loan transfer/Feb 2015		-24,238.80	G/L Account	19200	
2/19/2015	Payment	5024	ALMA1		CON EDISON		-1,054.16	Vendor	11170	
2/19/2015	Payment	5025	ALMA1		CON EDISON		-331.81	Vendor	11170	
2/19/2015	Payment	5026	ALMA1		IBM Corporation		-234.8	Vendor	12205	
2/20/2015	Payment	NINE PMT/02.20	ALMA1		MT903 HUT/Jan 2015 PMT		-124.11	Vendor	11130	
2/20/2015	Payment	5027	ALMA1		ALLFORM CONSTRUCTION L.L.C		-54,000.00	Vendor	3280	
2/20/2015	Payment	5028	ALMA1		AMERICAN EXPRESS		-11,307.78	Vendor	10240	
2/20/2015	Payment	5029	ALMA1		AMERICAN EXPRESS		-2,311.26	Vendor	10241	

Case No.: 1-15-40926

Payments made to creditors within 90 days

In re: Rienzi Sons, Inc.
SOFA Schedule 3b

Posting Date	Document Type	Document No.	Bank Account #	Description	Vendor Name	Amount (\$)	Bal. Account Type	Account#	Bal.
2/23/2015	Payment	5030	ALMA1	CON EDISON		-5,051.58	Vendor	11170	
2/23/2015	Payment	WIRE/02.23.15	ALMA1	PAID WIRE - INV#1492883	AUNT KITTY'S FOOD'S INC	-39,240.00	Vendor	17460	
2/24/2015	Payment	WIRE/02.24.15	ALMA1	PAID THRU WIRE 02.24.15 AS CHK 4912 VOIDED		-58,213.00	Vendor	12950	
2/25/2015	Payment	WIRE/02.25.15-1	ALMA1	WIRE FOR INV#18636 @1.1414		-24,629.85	Vendor	30150	
2/25/2015	Payment	WIRE/02.25.15-2	ALMA1	PAID WIRE @1.1414		-4,565.60	Vendor	58496	
2/27/2015	Payment	5031	ALMA1	SUNOCO		-3,498.92	Vendor	17730	
2/27/2015	Payment	5031	ALMA1	Voiding check 5031.		3,498.92	G/L Account		
2/28/2015	Payment	WIRE FEE-FEB2015	ALMA1	Wire fee		-210	G/L Account	80400	
2/28/2015	Payment	TOP PMT CHG-FEB	ALMA1	Stop Pmt fee		-30	G/L Account	80400	
2/28/2015	Payment	MAINTEN FEE-FEB1	ALMA1	Maintenance Fee-Feb 2015		-81.41	G/L Account	80400	
2/28/2015	Payment	LOAN INT-LATE FEE	ALMA1	Loan Int. (incl late fee)		-19.56	G/L Account	80500	
3/2/2015	Payment	5032	ALMA1	NYC DEPARTMENT OF FINANCE		-344.45	Vendor	13300	
3/2/2015	Payment	5033	ALMA1	NYC FIRE DEPARTMENT		-15	Vendor	13640	
3/3/2015	Payment	5034	ALMA1	18-58 STEINWAY STREET, LLC		-5,600.00	Vendor	22060	
3/3/2015	Payment	5035	ALMA1	18-64 STEINWAY STREET, LLC		-5,600.00	Vendor	22070	
3/3/2015	Payment	5036	ALMA1	AETNA LIFE INSURANCE COMPANY		-10,073.51	Vendor	25500	
3/3/2015	Payment	5037	ALMA1	ULINE		-205.84	Vendor	3520	
3/3/2015	Payment	5038	ALMA1	AXEL SPRING & BRAKE INC.		-381	Vendor	10520	
3/3/2015	Payment	5039	ALMA1	VERIZON WIRELESS		-896.75	Vendor	15250	
3/3/2015	Payment	5040	ALMA1	Signature Financial, LLC		-2,328.00	Vendor	3240	
3/3/2015	Payment	5041	ALMA1	ally/GMAC		-641.33	Vendor	12020	
3/3/2015	Payment	5042	ALMA1	BORO-WIDE RECYCLING CORP.		-919.29	Vendor	3370	
3/3/2015	Payment	5043	ALMA1	WELLS FARGO FINANCIAL LEASING		-555.27	Vendor	3700	
3/3/2015	Payment	WIRE/03.03.15	ALMA1	BALLOU STOLLBADER & NADLER, P.C		-20,000.00	Vendor	58200	
						-2,772,489.27			

Exhibit F

Form Liquidating Trust Agreement

RIENZI CREDITORS' TRUST AGREEMENT

THIS RIENZI CREDITORS' TRUST AGREEMENT ("Agreement") is dated as of April __, 2016, by and among the Debtor Rienzi & Sons, Inc. (the "Debtor" or the "Settlor"), and Tracy L. Klestadt, Esq. (the "Trustee") for the benefit of Holders of Allowed Class 4a Claims' (the "Beneficiaries"), under the terms of the Plan confirmed by the Bankruptcy Court in Settlor's Chapter 11 Case by Order entered April __, 2016 (the "Confirmation Order").

RECITALS

- A. WHEREAS, the Trust is created pursuant to, and to effectuate, the Plan;
- B. WHEREAS, the Trust is created on behalf, and for the sole benefit, of the Beneficiaries under the Plan;
- C. WHEREAS, the Trust is established for the purpose of collecting, distributing and liquidating the Trust Assets for the benefit of the Beneficiaries in accordance with the terms of this Agreement and the Plan;
- D. WHEREAS, the Trust shall not continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust;
- E. WHEREAS, pursuant to the Plan, the Settlor, the Trustee, and the Beneficiaries are required to treat, for all U.S. federal income tax purposes, the transfer of the Trust Assets to the Trust as a transfer of the Trust Assets by the Settlor to the Beneficiaries in satisfaction of their Claims, followed by a transfer of the Trust Assets by the Beneficiaries to the Trust in exchange for the beneficial interest herein, and to treat the Beneficiaries as the grantors and owners of the Trust in accordance with Treasury Regulation Section 301.7701-4(d); and
- F. WHEREAS, the Trust is intended to be treated as a grantor trust for U.S. federal income tax purposes.

¹ Terms that are not herein defined shall have the meanings ascribed to them in the Amended Plan of Reorganization of the Debtor, dated February 12, 2016, as it may be thereafter modified or supplemented (the "Plan"). Terms defined in the Bankruptcy Code and not otherwise specifically defined in the Plan or herein shall, when used herein, have the meanings attributed to them in the Bankruptcy Code.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises, and the mutual promises and agreements contained herein and in the Plan, the receipt and sufficiency of which are hereby expressly acknowledged, the Settlor and Trustee hereby agree as follows:

1. Definitions:

1.1. Terms Defined Above. As used in this Agreement, each of the terms “Agreement,” “Debtor,” “Trustee,” “Plan,” and “Confirmation Order” shall have the meanings hereinabove set forth.

1.2. Additional Defined Terms. As used herein, the following terms shall have the meanings set forth below, unless the context otherwise requires:

(a) “Bankruptcy Code” shall mean Title 11 of the United States Code.

(b) “Bankruptcy Court” shall mean the United States Bankruptcy Court for the Eastern District of New York.

(c) “Beneficial Interest” shall mean the rights and interests of each of the Beneficiaries in and to the Trust Estate.

(d) “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

(e) “Creditors’ Committee” shall mean the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Debtor’s bankruptcy case on March 25, 2015.

(f) “Petition Date” shall mean March 3, 2015.

(g) “Rienzi Creditors’ Trust” shall have the meaning as specified in Section 2.1 hereof and in the Plan.

(h) “Trust Administrative Fund” shall have the meaning specified in Section 4.1 hereof.

(i) “Trust Estate” shall mean the Trust Assets which shall be irrevocably assigned, transferred and conveyed to the Rienzi Creditors’ Trust as of the Effective Date of the Plan, plus any proceeds thereof.

2. Authority of and Certain Directions to Trustee: Declaration of Trust.

2.1. Creation of Rienzi Creditors’ Trust. Pursuant to Article V of the Plan and the Confirmation Order, and effective as of the Effective Date of the Plan, the Beneficiaries and the Debtor hereby create the Rienzi Creditors’ Trust (“Rienzi Creditors’

Trust”) for the benefit of the Beneficiaries. Pursuant to the terms of the Plan, the Debtor executes this Agreement and, subject to the provisions of Section 2.2 below, irrevocably transfer, absolutely assign, convey, set over, and deliver to the Rienzi Creditors’ Trust, and its successors and assigns, all right, title and interest of the Debtor in and to the Trust Assets, in trust, to and for the benefit of the Beneficiaries for the uses and purposes stated herein and in the Plan, except as may otherwise be specifically provided by the Plan. The Confirmation Order shall automatically vest the Trust Assets in the Rienzi Creditors’ Trust without the need for any additional documentation, notice or acknowledgements; *however*, to the extent reasonably requested by the Trustee, the Debtor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation, and will cooperate and take such other actions, as are necessary or desirable in order to transfer, convey and assign all rights, title and interests in and to the Trust Assets to the Rienzi Creditors’ Trust.

2.2. Transfer of Trust Assets. Transfer of the Trust Assets to the Rienzi Creditors’ Trust, pursuant to and in accordance with the Plan, shall be deemed a transfer to and for the benefit of the Beneficiaries followed by a deemed transfer by the Beneficiaries to the Rienzi Creditors’ Trust to hold in trust for the benefit of the Beneficiaries, except as otherwise provided in the Plan or this Agreement. The Beneficiaries shall be treated as the grantors and deemed owners of the Rienzi Creditors’ Trust. Except as otherwise provided by the Plan or this Agreement, upon the Effective Date of the Plan, title to the Trust Assets shall pass to the Rienzi Creditors’ Trust free and clear of all Claims and Interests, in accordance with Section 1141 of the Bankruptcy Code. The Trustee shall not be permitted to receive or retain Cash or Cash equivalents in excess of a reasonable amount to meet Distributions as provided herein and in the Plan or to maintain the value of the Trust Estate during liquidation.

2.3. Property in the Rienzi Creditors’ Trust. The Rienzi Creditors’ Trust shall hold the legal title to all property at any time constituting a part of the Trust Estate and shall hold such property in trust to be administered and disposed of by it pursuant to the terms of this Agreement and the Plan for the benefit of the Beneficiaries. The Trustee is authorized to make disbursements and payments from the Trust Estate in accordance with the provisions of Sections 5 and 6 of this Agreement and pursuant to the Plan.

2.4. Purpose of Rienzi Creditors’ Trust. This Rienzi Creditors’ Trust is created and organized for the sole purposes of collecting, holding, liquidating, and distributing the Trust Estate and administering, compromising, settling, withdrawing, objecting to, or litigating Avoidance Actions with no objective to engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Rienzi Creditors’ Trust. In accordance with such express and limited purposes, as of the Effective Date, the Trustee is hereby authorized and directed: (i) to take any and all steps necessary to maintain the Rienzi Creditors’ Trust as a liquidating trust for Federal income tax purposes in accordance with Treasury Regulation § 301.7701-4(d) and as a “grantor trust” subject to the provisions of Subchapter J, Subpart E of the Code unless otherwise required; (ii) to take all reasonable and necessary actions to conserve and protect the Trust Estate; (iii) to administer, compromise, settle, object to and litigate Avoidance Actions that are Trust Assets; (iv) to the extent necessary and appropriate, object to Claims asserted against the Debtor and the Rienzi Creditors’ Trust; and (v) to maintain, operate or lease (for purposes of holding for sale),

or sell or otherwise dispose of the Trust Estate, in accordance with the terms of this Agreement, the Plan, or the instructions or orders of the Bankruptcy Court, and to distribute the net proceeds of such disposition to the Beneficiaries, in as prompt, efficient and orderly a fashion as possible in accordance with the provisions of Section 5 hereof.

3. Beneficial Interests.

3.1. No Transfer or Exchange. Beneficial Interests in the Rienzi Creditors' Trust will not be evidenced by any certificate or other instrument or document. Beneficial Interests in the Rienzi Creditors' Trust are non-transferable and non-assignable other than to successors in interest, or by will, the laws of descent and distribution, or by operation of law ("Permitted Transfer").

3.2. Absolute Owners. The Trustee may deem and treat the persons who are Beneficiaries (as determined in accordance with the Plan) as the absolute owners of the Beneficial Interests in the Rienzi Creditors' Trust for the purpose of receiving Distributions and payments thereof, or on account thereof, and for all other purposes whatsoever. Unless the Trustee receives actual written notice of a Permitted Transfer from the duly authorized transferee not less than thirty (30) days prior to a distribution made pursuant to the terms of this Agreement, and subject to the applicable provisions of Bankruptcy Rule 3001(e), the Trustee shall have no duty or obligation to make or direct any distributions or payments to such transferee of a Permitted Transfer.

3.3. Means of Payment. Cash payable to Beneficiaries pursuant to Section 5 hereto will be paid by checks drawn on an account maintained by the Rienzi Creditors' Trust or as otherwise provided in the Plan.

3.4. Amount of Payment. The amount of Cash payments and distributions to Beneficiaries shall be made and calculated by the Trustee in accordance with the Plan.

3.5. Acceptance of Conveyance. The Trustee is hereby directed to, and the Trustee agrees that he will:

(a) Accept delivery of the Trust Assets on behalf of the Rienzi Creditors' Trust;

(b) Accept all bills of sale, deeds, assumptions and assignments, and any other instruments of conveyance reasonably required to be delivered by the Debtor with respect to the Trust Estate transferred to the Trustee on behalf of the Rienzi Creditors' Trust pursuant to, or in connection with, the Plan, the Confirmation Order, or this Agreement; and

(c) Take such other action as may be required of the Rienzi Creditors' Trust hereunder, including the receipt and acceptance of the Trust Estate.

3.6. Title. On the Effective Date, legal title to all Trust Assets shall be vested in the Rienzi Creditors' Trust in accordance with and pursuant to the terms of the Plan and this Agreement. Without limiting the foregoing, on the Effective Date, the Trustee, on behalf of the Rienzi Creditors' Trust, shall be: (i) authorized to act as representative of the Debtor's Estates in respect of any and all claims or causes of action that constitute Trust Assets, (ii) substituted as successor to the Debtor (a) in all actions and proceedings pending or thereafter commenced in the Bankruptcy Court or elsewhere in regard to the Trust Assets or the Trust Estate, and (b) any agreement respecting the Trust Estate to which the Debtor are parties.

4. Administration of Trust Estate.

4.1. Trust Administrative Fund. As soon as Cash becomes available from the Trust Estate, the Trustee shall establish a reserve fund (the "Trust Administrative Fund") for the payment by the Trustee of all costs and expenses of the Trustee, including, without limitation, all reasonable and reasonably anticipated expenses, debts, charges, liabilities and obligations relating to the Trust Estate and its administration. The initial amount of the Trust Administrative Fund shall be \$50,000 and shall be funded in such future amounts deemed reasonable and necessary by the Trustee in his sole discretion from the Trust Estate. Any balance remaining in the Trust Administrative Fund, after the payment of all expenses, debts, charges, liabilities and obligations intended to be paid therefrom, shall be distributed to Beneficiaries as provided in Section 5 hereof. Any monies deposited in the Trust Administrative Fund pursuant to the terms of this Agreement shall be invested in interest-bearing deposits or investments, and the interest earned thereon shall be credited thereto.

4.2. Disputed Claims Reserve. As soon as Cash becomes available from the Trust Estate, the Trustee shall establish a reserve fund (the "Disputed Claims Reserve") for the payment by the Trustee of all unliquidated Disputed Claims, including Claims based on rejection of Executory Contracts.

4.3. Powers of the Trustee.

4.3.1. Administrative Powers. During the Trustee's administration of the Rienzi Creditors' Trust, and subject to all the other provisions of the Plan and this Agreement, the Trustee may exercise the powers:

- A. Hold legal title to any and all rights of the settlor and the Beneficiaries in or arising from the Trust Assets;
- B. Pursue or not to pursue, or settle, assign, transfer or sell, any Trust Assets as the Trustee determines is in the best interests of the Beneficiaries and consistent with the purposes of the Rienzi Creditors' Trust;
- C. Marshal, liquidate, sell, assign, transfer, abandon and/or distribute the Trust Assets;
- D. In reliance upon the official claims register maintained in the Chapter 11 Case, maintain on the Trustee's books and records a register evidencing the beneficial interest herein held by each Beneficiary;

- E. Make distributions to holders of Allowed Unsecured Claims as provided for in the Plan;
- F. Open and maintain bank accounts on behalf of or in the name of the Trust;
- G. Send annually to each Beneficiary, as soon as reasonably practicable after the end of each calendar year, a separate statement stating the Beneficiary's share of income, gain, loss, deduction or credit and instruct all such Beneficiaries to report such items on their federal tax returns;
- H. Establish such reserves for Disputed Claims, taxes, assessments, Trustee's fees and professional fees and other expenses of administration of the Rienzi Creditors' Trust as set forth below, and as may be necessary and appropriate for the proper operation of the Rienzi Creditors' Trust;
- I. Pay all expenses and make all other payments relating to the Trust Assets;
- J. Retain and pay third-party professionals (including professionals that previously represented the Committee) in accordance with the Rienzi Creditors' Trust Agreement; and
- K. Invest any moneys held as part of the Trust Assets in accordance with the terms of the Rienzi Creditors' Trust Agreement.

4.4. Limitations on Trustee: Investments.

4.4.1. No Trade or Business. The Trustee shall carry out the purposes of the Rienzi Creditors' Trust and the directions contained herein and shall not at any time enter into or engage in any business (except as may be consistent with the limited purposes of the Rienzi Creditors' Trust), including, without limitation, the purchase of any assets or property (other than such assets or property as are necessary to carry out the purposes of this Agreement on behalf of the Rienzi Creditors' Trust or the Beneficiaries). The Trustee is directed to take all reasonable and necessary actions to dispose of the Trust Assets in as prompt, efficient and orderly a fashion as possible, to make timely distributions of the proceeds of the Trust Estate, and to otherwise not unduly prolong the duration of the Rienzi Creditors' Trust.

4.4.2. Investments. The Trustee shall invest any monies held at any time as part of the Rienzi Creditors' Trust, including, without limitation, in the Trust Administrative Fund, and any other reserve or escrow funds established pursuant to the terms of this Agreement, only in interest-bearing deposits in a financial institution with assets greater than \$500,000,000.00 or certificates of deposit issued by any federally insured banking institution or short-term investments and obligations of, or unconditionally guaranteed as to payment by, the United States of America and its agencies or instrumentalities, pending the need for the disbursement thereof in payment of costs, expenses, and liabilities of the Rienzi Creditors' Trust or in making a distribution pursuant to Section 5 of this Agreement. The Trustee shall be restricted to the collection and holding of such monies and to the payment and distribution thereof for the purposes set forth in the Plan and this Agreement and to the conservation and protection of the Trust Assets in accordance with the provisions hereof.

4.5. Transferee Liabilities. If any liability shall be asserted against the Rienzi Creditors' Trust as transferee of the Trust Assets on account of any claimed liability of or through the Debtor, the Trustee may use such part of the Trust Estate as may be necessary to contest any such claimed liability and to pay, compromise, settle and discharge same on terms reasonably satisfactory to the Trustee. In no event shall the Trustee be required or obligated to use his own property, funds or assets for any such purposes.

4.6. Administration of Trust. In administering the Rienzi Creditors' Trust, the Trustee, subject to the express limitations contained herein, is authorized and directed to do and perform all such acts, to execute and deliver such deeds, bills of sale, instruments of conveyance, and other documents as he may deem necessary or advisable to carry out the purposes of the Rienzi Creditors' Trust.

4.7. Payment of Expenses and Other Liabilities. To the extent that the amount of funds in the Trust Administrative Fund is at any time insufficient, the Trustee shall pay from the Trust Estate all expenses, charges, liabilities and obligations of the Rienzi Creditors' Trust, including without limiting the generality of the foregoing, such debts, liabilities, or obligations as may be payable from the Trust Estate, interest, taxes, assessments, and public charges of every kind and nature, and the costs, charges and expenses in connection with or arising out of the execution or administration of the Rienzi Creditors' Trust and the Trust Estate, and such other payments and disbursements as are provided for in this Agreement or which may be reasonably determined by the Trustee to be proper charges against the Rienzi Creditors' Trust and the Trust Estate, and the Trustee, in his reasonable discretion and business judgment may determine to be necessary or advisable to meet or satisfy unascertained, unliquidated or contingent liabilities of the Rienzi Creditors' Trust. The Trustee shall make such payments without application to or order of the Bankruptcy Court, except as otherwise herein provided.

4.7.1. Payment of U.S. Trustee's Fees. After the occurrence of the Effective Date, fees payable to the Office of the United States Trustee during the administration of the Plan and until the case is converted, dismissed or closed, shall be paid by the Trustee from the Trust Administrative Fund.

4.7.2. Trustee Fees. The Trustee is entitled to reasonable compensation for services performed pursuant to the terms of and in accordance with the terms of this Agreement. The Trustee will be paid on an hourly basis pursuant to Section 7.7 herein.

4.8. Fiscal Year. The Rienzi Creditors' Trust's fiscal year shall end on December 31 of each year, unless the Trustee deems it advisable to establish some other date on which the fiscal year of the Rienzi Creditors' Trust shall end.

4.9. Reports. The Trustee shall prepare, deliver and file, as the case may be, reports as follows:

- (a) Prepare and file unaudited interim financial reports as may be required by regulatory authorities, applicable law, rules or regulations or as the Trustee deems advisable during the fiscal year;

(b) Prepare, file and mail, within the time required by applicable law or regulation, necessary income tax information, tax returns or reports to the Beneficiaries and applicable taxing authorities, including, on an annual basis, the manner and calculation of the Rienzi Creditors' Trust's taxable gain or loss which the Rienzi Creditors' Trust would recognize if it were a separate taxable entity; and

(c) As soon as practicable after each calendar quarter, and in no event later than 30 days after the end of each quarter, the Trustee shall submit to the United States Trustee, the Debtor and any Beneficiary who requests copies of such quarterly report after the Confirmation Date, an unaudited written report and account showing: (a) the assets and liabilities of the Rienzi Creditors' Trust, (b) any Distributions made and expenses paid pursuant to the Plan and the Agreement, (c) any changes in the Trust Assets that have not been previously reported, and (d) any material action taken by the Trustee in the performance of his duties under the Agreement that have not been previously reported.

5. Distributions to the Beneficiaries.

5.1. Distributions from Trust Estate. All payments to be made hereunder to the Beneficiaries shall be made only from the assets, income and proceeds of the Trust Estate and only to the extent that the Trustee shall have received sufficient assets, income or proceeds of the Trust Estate to make such payments in accordance with the terms of this Section 5. Each Beneficiary shall look solely to the assets, income and proceeds of the Trust Estate, and not to the Trustee in his personal, individual or corporate capacity for distribution to such Beneficiary as herein provided.

5.2. Frequency and Amounts of Cash Payments. Every Semi-Annual Distribution Date, or as soon thereafter as there exists sufficient Cash for Beneficiaries to make a Semi-Annual Payment, the Trustee shall transfer and pay, or cause to be transferred and paid, to the Beneficiaries (subject to the provisions of Section 3 hereof) such aggregate amount of Cash, if any, as shall then be held in the Rienzi Creditors' Trust, excluding reasonable amounts of Cash held in the Trust Administrative Fund pursuant to Section 4.1 hereof or otherwise needed to pay the expenses, debts, charges, liabilities and obligations of the Rienzi Creditors' Trust (the "Distribution Amount"). The aggregate amounts required to be distributed to the Beneficiaries shall be determined by the Trustee pursuant to and in accordance with the terms of the Plan and this Agreement. The Distribution Amount(s) shall be paid to the Beneficiaries in accordance with the Plan.

5.3. Establishment of the Claim Accounts.

5.3.1. The Claims List. At least five (5) days prior to the Effective Date of the Plan, but subject to amendment and correction by the Debtor, the Debtor will deliver to the Creditors' Committee the Debtor's most current list of all Holders of Class 4a Claims, and whether the Debtor have objected to, or otherwise entered into any agreement concerning the Allowance of, any such Claims (the "Claims List"). The Claims List may be

adjusted from time to time by the Trustee, as provided in Section 5.4 and Section 5.5 of this Agreement. The Trustee shall also revise the Claims List from time to time upon receipt of notice from the Beneficiary of a Claim stating that such Claim has been transferred pursuant to a Permitted Transfer to a new Beneficiary, that the new Beneficiary has complied with any applicable provisions of Bankruptcy Rule 3001(e) (and providing evidence thereof), and setting forth the name and address of such new Beneficiary; *provided, however*, that the Trustee shall not be required to revise such Claims List during the thirty (30) day period preceding the date of any distribution made hereunder.

5.3.2. The Claim Accounts. After the Effective Date, the Trustee will establish on the Rienzi Creditors' Trust's books and records an account representing each Allowed or Disputed Claim as set forth on the Claims List (each, a "Claim Account"). It is expressly understood that the establishment of the Claim Accounts by the Trustee or his agents is solely for administrative convenience, and that amounts allocable to such Claim Accounts need not be segregated and may be commingled for investment purposes as specified herein.

5.4. Allocation of Distributions from Trust Estate. With respect to each distribution made to the Beneficiaries pursuant to the terms of this Agreement, the Trustee will allocate to each Claim Account a pro rata portion of the Distribution Amount and will reallocate to other Claim Accounts (other than the Claim Accounts of Beneficiaries of Claims whose distributions hereunder have been limited or whose claims have been equitably subordinated under the Plan or by order of the Bankruptcy Court) pro rata portions of such Distribution Amount previously allocated to any Claim Account on account of a Claim or portion thereof that has been disallowed. Allocations of the Distribution Amount relating to Disputed Claims shall be retained by the Trustee as part of the Trust Estate pending resolution of the Disputed Claims and further distributions as provided for herein.

5.5. Distributions of Property Allocated to Disputed Claims. At such time as the Trustee compromises, settles or resolves all or any portion of a Disputed Claim, by Final Order or otherwise (a "Resolved Claim"), the Trustee shall take the following actions with regard to the Distribution Amount allocated to the Claim Account established for that Resolved Claim (the "Disputed Claim Distribution Amount"): (i) distribute to the Beneficiary of the Resolved Claim the same portion of such Disputed Claim Distribution Amount as the portion, if any, of the Resolved Claim which is Allowed; (ii) reallocate to all other Claim Accounts pursuant to Section 5.4, the same portion of such Disputed Claim Distribution Amount as the portion, if any, of the Resolved Claim which was disallowed. Upon the final resolution of any Disputed Claim and the subsequent distribution or reallocation of the Disputed Claim Distribution Amount as herein provided, the Trustee shall adjust the Claims List to reflect the actions taken pursuant to this Section 5.5.

5.6. Fractional Distributions. No distribution in fractions of cents shall be issued. If the Distribution Amount allocated to an Allowed Claim at the time of a distribution hereunder would include fractions of cents, the amount to be distributed shall be rounded down to the next highest number of cents in the applicable Claim Account. The aggregate amount of the retained fractional distributions from the Distribution Amount shall be retained in the Rienzi Creditors' Trust by the Trustee and shall remain part of the Trust Estate.

5.7. Allocation of Unclaimed Property to Claim Accounts. If, in connection with any distribution under this Section 5, any Beneficiary entitled to a distribution is not found at the address set forth in the Claims List, the Distribution Amount allocated to the Claim Account of such Beneficiary shall be retained as part of the Trust Estate and shall remain allocated to such Beneficiary's Claim Account until the time of the Final Distribution as further provided in Sections 5.8 and 5.9 of this Agreement.

5.8. Distributions of Unclaimed Property. Unclaimed property held subject to a Claim Account shall be distributed as follows:

5.8.1. Creditor Located. If the Beneficiary of the Allowed Claim shall claim the property at any time before thirty (30) days prior to the Final Distribution, then such property shall immediately be delivered to such Beneficiary, unless previously distributed in accordance with Section 5.8.2, in which case the Beneficiary shall have no rights or recourse whatsoever against the Trust Estate, the Trustee, any agents or representatives thereof, or the recipient of such distribution.

5.8.2. Unclaimed Property. All monies allocated to a Claim Account which the Trustee has previously attempted to distribute and which remain unclaimed as of thirty (30) days prior to the date of the Final Distribution hereunder shall be reallocated pro rata to all remaining Claim Accounts of the Beneficiaries as though each Claim with respect to such unclaimed monies had been disallowed in its entirety, and the Claims List shall be adjusted accordingly.

5.9. Final Distribution. Upon the final collection or liquidation of all of the assets, rights and interests comprising the Trust Estate, and in any event prior to the Termination Date (as defined in Section 5.10 hereof), the Trustee shall prepare a final accounting of any and all monies remaining in any accounts maintained by the Trustee on behalf of the Rienzi Creditors' Trust, including the Trust Administrative Fund, or otherwise remaining in the Trust Estate (the "Final Cash"). Once the amount of the Final Cash has been determined, the Trustee shall deduct and pay from the Final Cash any and all remaining permitted costs, expenses and liabilities of the Rienzi Creditors' Trust. The Trustee shall then allocate pro rata to the Claim Account of each Beneficiary the net remaining amount of Final Cash (the "Final Distribution"), and the Trustee shall distribute the Final Distribution to the Beneficiaries.

5.10. Termination Date. The Rienzi Creditors' Trust shall terminate on such date when all assets in the Trust Estate have been distributed and claims pursued or abandoned pursuant to and in accordance with the Plan and the Agreement (the "Termination Date"). However, the term of the Rienzi Creditors' Trust shall not exceed five (5) years from the Effective Date, provided that, upon a finding that an extension is necessary to the liquidating purpose of the Rienzi Creditors' Trust and upon approval by the Bankruptcy Court, the term may be extended for a finite term based on the particular facts and circumstances. The Trustee of the Rienzi Creditors' Trust shall be discharged from his or her obligations under the Plan and the Agreement once the Rienzi Creditors' Trust has terminated pursuant to this section.

6. Other Duties of the Trustee.

6.1. Management of Trust Estate. With respect to the assets of the Trust Estate, the Trustee may, if sufficient funds are available, purchase and maintain in existence such insurance as the Trustee deems reasonable and necessary or appropriate from time to time to protect the Rienzi Creditors' Trust, the Trustee, and the Beneficiaries' interests in the assets of the Trust Estate or from any potential claims or liabilities relating thereto or the distribution thereof.

6.2. Tax and Related Matters. Pursuant to and in accordance with the Plan, the Trustee shall be responsible for all tax matters of the Rienzi Creditors' Trust, including, but not limited to, the filing of all tax returns and other filings with governmental authorities on behalf of the Rienzi Creditors' Trust for time periods ending on or before the Final Tax Day, including the filing of tax returns for the Rienzi Creditors' Trust as a grantor trust pursuant to § 1-671-4(a) of the United States Income Tax Regulations, the filing of determination requests under Section 505(b) of the Bankruptcy Code, and responding to any tax audits of the Rienzi Creditors' Trust. The Trustee shall provide such information to the Beneficiaries as will enable them to properly file their separate tax returns and withhold and pay over any amounts required by applicable law. The Trustee is authorized withhold or pay over any amounts required by applicable law (including tax law) to be withheld or paid by the Trust Estate in connection with the transfer and assignment of the Trust Assets to the Rienzi Creditors' Trust pursuant to the Plan. Except as otherwise set forth in this Agreement or the Plan, any items of income, deduction, credit, or loss of the Rienzi Creditors' Trust shall be allocated for federal income tax purposes among the Beneficiaries pro rata on the basis of their beneficial interests; *provided, however*, that to the extent that any item of income cannot be allocated in the taxable year in which it arises, the Rienzi Creditors' Trust shall pay the federal, state and local taxes attributable to such income (net of related deductions) and the amount of such taxes shall be treated as having been received by, and paid on behalf of, the Beneficiaries when such allocations are made. The Trustee shall be entitled to deduct any federal or state withholding taxes from any payments made with respect to Allowed Claims, as appropriate, and shall otherwise comply with Section 346 of the Bankruptcy Code.

6.3. No Implied Duties. The Trustee shall not manage, control, use, sell, dispose, collect or otherwise deal with the Trust Estate or otherwise take any action hereunder except as expressly provided herein, and no implied duties or obligations whatsoever of the Trustee shall be read into this Agreement.

7. Concerning the Trustee.

7.1. Acceptance by Trustee. The Trustee accepts the Rienzi Creditors' Trust hereby created for the benefit of the Beneficiaries and agrees to act as Trustee of the Rienzi Creditors' Trust pursuant to the terms of this Agreement and the Plan. The Trustee shall have and exercise the rights and powers herein granted and shall be charged solely with the performance of the duties herein declared on the part of Trustee. The Trustee also agrees to receive and disburse all monies actually received by him constituting part of the Trust Estate pursuant to the terms of this Agreement and the Plan.

7.2. Discretionary Submission of Questions. Subject to the provisions of this Section 7, the Trustee, in his sole discretion and reasonable business judgment, may, but shall not be required to, submit to the Bankruptcy Court, from time to time, any matters or questions with respect to which the Trustee may desire to have explicit approval of the Bankruptcy Court for the taking of any specific action proposed to be taken by the Trustee with respect to the Trust Estate, or any part thereof, and the administration and distribution of the Trust Estate. The written authorization of the Bankruptcy Court set forth in an Order shall constitute approval by the Bankruptcy Court of the proposed action to be taken by the Trustee. All reasonable costs and expenses incurred on behalf of the Rienzi Creditors' Trust in the exercise of any right, power or authority conferred by this Section 7.2, shall be the obligation of the Rienzi Creditors' Trust and paid from the Trust Estate.

7.3. Liability of the Trustee.

7.3.1. Limitation on Liability. No provision of this Agreement shall be construed to impart any liability upon the Trustee unless it shall be proven that the Trustee's actions or omissions constituted gross negligence, willful misconduct, unauthorized use of confidential information that causes damages, ultra vires acts, fraud or criminal conduct in the exercise of, or failure to exercise, any right or power vested in the Trustee under this Agreement.

7.3.2. Reliance on Certificates or Opinions. In the absence of gross negligence willful misconduct, unauthorized use of confidential information that causes damages, ultra vires acts, fraud or criminal conduct on the part of the Trustee, the Trustee may conclusively rely on the truth of the statements and correctness of the opinions expressed upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement.

7.3.3. Discretion of Trustee. The Trustee, within the limitations and restrictions expressed and imposed herein, may act freely under all or any of the rights, powers and authority conferred hereby, in all matters concerning the Trust Estate, after forming his best reasonable business judgment based upon the circumstances of any particular question or situation as to the best course to pursue, without the necessity of obtaining the consent or permission or authorization of the Beneficiaries, the Debtor, the Bankruptcy Court, or any official or officer; and the rights, powers and authority conferred on the Trustee by this Agreement are conferred in contemplation of such exercise of reasonable business judgment and action within the limitations and restrictions so expressed and imposed; *provided, however*, that the Trustee shall not be liable for any error or exercise of judgment, unless it shall be proven that such Trustee was grossly negligent or acted in a manner that constituted willful misconduct, unauthorized use of confidential information that causes damages, ultra vires acts, fraud or criminal conduct.

7.4. Reliance by Trustee.

7.4.1. Genuineness of Documents. The Trustee may rely, and shall be protected in acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, objection, order, judgment, decree, or other paper or document reasonably believed by him to be genuine and to have been signed, made, entered or presented by the proper party, parties, official, officials, entity or entities.

7.4.2. Retention of Counsel. The Trustee may retain and consult with legal counsel, independent public accountants and other experts. The Trustee shall not be liable for any action taken or suffered by him or omitted to be taken by him without gross negligence, willful misconduct, unauthorized use of confidential information that causes damages, ultra vires acts, fraud or criminal conduct in reliance on any opinion or certification of such accountants or in accordance with the advice of such counsel or experts, provided that such accountants, counsel and experts were selected and retained with reasonable care.

7.4.3. Reliance on Trustee. No person dealing with the Trustee shall be obligated to see to the application of any monies, securities, or other property paid or delivered to them, or to inquire into the expediency or propriety of any transaction or the right, power, or authority of the Trustee to enter into or consummate the same upon such terms as the Trustee may deem advisable. Persons dealing with the Trustee shall look only to the Trust Estate to satisfy any liability incurred by the Trustee to such persons in carrying out the terms of this Agreement, and, except as otherwise expressly provided herein, the Trustee shall have no personal, individual or corporate obligation to satisfy any such liability.

7.5. Indemnification.

7.5.1. Indemnification of Trustee and Agents. The Rienzi Creditors' Trust hereby indemnifies, to the full extent of the Trust Estate, any person or entity who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that such person or entity is or was a Trustee or an employee or agent of the Rienzi Creditors' Trust or Trustee, from and against any and all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person or entity in connection with such action, suit or proceeding, including appeals thereof, if such person or entity acted without gross negligence or willful misconduct in the exercise and performance of any power or duties of such person or entity in accordance with this Agreement.

7.5.2. Payment of Expenses. Expenses (including attorneys' fees) incurred in defending any action, suit or proceeding referred to in Section 7.5, may be paid by the Rienzi Creditors' Trust in advance of the final disposition of such action, suit or proceeding, upon an undertaking by the Trustee, or an employee or agent of the Rienzi Creditors' Trust, to repay such amount unless it shall ultimately be determined that such person or entity is not entitled to be indemnified.

7.6. Costs and Expenses of Trustee. The Trustee shall pay out of the Trust Administrative Fund all reasonable costs, expenses and obligations incurred by the Trustee in carrying out his duties under this Agreement or in any manner connected, incidental or related to the administration of the Rienzi Creditors' Trust, without application to the Bankruptcy Court, including, without limitation:

(a) Any reasonable fees and expenses of attorneys, accountants, consultants, analysts, investment advisors, expert witnesses, insurance adjusters, property managers, realtors, brokers, professionals or other persons whom the Trustee may reasonably deem advisable to employ in connection with the Rienzi Creditors' Trust, or on their own behalf in accordance with the terms of this Agreement;

(b) Any taxes, charges and assessments which may be owed by, or levied or assessed against, the Trust Estate or any property held in trust hereunder; and

(c) Reasonable compensation for the fees performed pursuant to the terms of, and in accordance with this Agreement, at the hourly rate set forth in Section 7.7 herein.

7.7. Compensation of Trustee. The Trustee will be compensated as follows:

(a) The Trustee shall receive six hundred seventy-five dollars (\$675.00) per hour as compensation, from and after the Effective Date of the Plan, through the earlier of (i) the Termination Date, (ii) the appointment of a new trustee for the Rienzi Creditors' Trust or (iii) the resignation of the Trustee. The Trustee shall also be limited in compensation to fifty percent (50%) of his hourly rate for travel time; and

(b) The Rienzi Creditor's Trust shall reimburse the Trustee for reasonable, actual and necessary expenses, including cellular phone charges relating solely to the Trustee's performance of his responsibilities under the Agreement.

7.8. Resignation and Removal.

7.8.1. Resignation. The Trustee may resign and be discharged from any future obligations and liabilities hereunder by giving written notice thereof to the Bankruptcy Court at least thirty (30) days prior to the effective date of such resignation. Such resignation shall become effective on the day specified in such notice.

7.8.2. Removal. The Trustee may be removed by order of the Bankruptcy Court for "cause" after notice and a hearing. Upon any such removal, such removed Trustee shall be entitled to any reimbursement and indemnification set forth in this Agreement

which remain due and owing to such Trustee at the time of such removal except to the extent the Bankruptcy Court orders otherwise.

7.8.3. Appointment of a Successor Trustee. If, at any time, the Trustee shall give notice of its intent to resign pursuant to Section 7.8 hereof or be removed or shall become incapable of acting, counsel to the Trustee shall provide notice thereof to the Bankruptcy Court and the Trustee shall designate a successor Trustee to act under this Agreement.

7.8.4. Acceptance of Appointment by Successor Trustee. Any successor Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver counterparts thereof to the Bankruptcy Court. Thereupon, such successor Trustee shall, without any further act, become vested with all of the estates, properties, rights, powers, trusts and duties of its predecessor Trustee hereunder with like effect as if originally named herein.

7.8.5. Trust Continuance. The death, resignation, incompetency or removal of the Trustee shall operate neither to terminate the Rienzi Creditors' Trust created by this Agreement nor to revoke any existing agency created pursuant to the terms of this Agreement or invalidate any action theretofore taken by such Trustee. In the event of the resignation or removal of the Trustee, such Trustee shall (i) promptly execute and deliver any such documents, instruments, and other writing as may be necessary to effect the termination of such Trustee's capacity under this Agreement, and the conveyance of the Trust Estate then held by such Trustee to the temporary or successor trustee; (ii) deliver to the temporary or successor trustee all documents, instruments, records, and other writings relating to the Rienzi Creditors' Trust or Trust Estate as may be in the possession of such Trustee; and (iii) otherwise assist and cooperate in effecting the transfer and assumption of his obligations and functions by the temporary or successor trustee.

8. Supplement and Amendments to this Agreement.

8.1. Supplements and Amendment. Subject to the provisions of Sections 2 and 8.2 hereof, at any time, and from time to time, and subject to approval by the Bankruptcy Court if sought by the Trustee pursuant to Section 8.2 of this Agreement, the Trustee may execute a supplement or amendment hereto for the purpose of adding provisions to, or changing or eliminating provisions of, this Agreement, or amendments thereto, *provided, however*, that no such supplement or amendment shall (i) require any Beneficiary to furnish or advance funds to the Trustee or shall entail any additional personal liability or the surrender of any individual right on the part of any Beneficiary except with the written consent of such Beneficiary or (ii) without the consent of those Beneficiaries holding not less than seventy-five percent (75%) (in the aggregate dollar amount) of the Beneficial Interests, change or modify the provisions for distribution of the Trust Estate. In no event shall this Agreement be amended so as to change the purposes of the Rienzi Creditors' Trust as set forth in Section 2 of this Agreement.

8.2. Trustee, Declining to Execute Documents. If, in the reasonable opinion of the Trustee, any document required to be executed pursuant to the terms of Section 8.1 hereof materially and adversely affects any immunity or indemnity in favor of the Trustee under this Agreement, the Trustee may, in his discretion, decline to execute such document.

8.3. Notice of Form of Supplement and Amendments Requiring Vote or Consent. A copy of each amendment or supplement to this Agreement (or a fair summary thereof) shall be furnished to the Beneficiaries promptly after the execution thereof, except that with respect to any proposed amendment or supplement for which the consent of the Beneficiaries is required, the form of such proposed supplement or amendment (or a fair summary thereof) shall be furnished to the Beneficiaries prior to the Trustee seeking the approval thereof by vote or consent of the Beneficiaries.

8.4. Notice and Effect of Executed Amendment. Upon the execution of any declaration of amendment or supplement, this Agreement shall be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities under this Agreement of the Trustee and the Beneficiaries shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such amendment or supplement shall be thereby deemed to be part of the terms and conditions of this Agreement for any and all purposes.

9. Miscellaneous.

9.1. Title to Trust Estate. No Beneficiary shall have title to any part of the Trust Estate.

9.2. [Reserved.]

9.3. Notices. Unless otherwise expressly specified or permitted by the terms of the Plan or this Agreement, all notices shall be in writing and delivered by registered or certified mail, return receipt requested, or by a hand or facsimile transmission (and confirmed by mail), in any such case addressed as follows:

If to the Trustee:

Tracy L. Klestadt, Esq.
Chris Reilly, Esq.
Klestadt Winters Jureller
Southard & Stevens, LLP
200 West 41st Street
17th Floor
New York, NY 10036-7203
(212) 972-3000

and if to any Beneficiary, addressed to its latest mailing address reflected on the Claims List.

9.4. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

9.6. Binding Agreement. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Trustee and his respective successors and assigns and any successor Trustee provided for in Section 7, his respective successors and assigns, and the Beneficiaries, and their respective personal representatives, successors and assigns. Any request, notice, direction, consent, waiver or other instrument or action by any party hereto or any Beneficiary shall bind their respective heirs, personal representatives, successors and assigns.

9.7. No Personal Liability of Beneficiaries. The Beneficiaries will not incur any personal liability through their ownership or possession of their Beneficial Interests, except for taxes imposed on the Beneficiaries pursuant to applicable provisions of federal, state or local law with respect to the receipt of such Beneficial Interests or distributions from or transactions of the Rienzi Creditors' Trust and other charges specified herein. Liabilities of the Rienzi Creditors' Trust are to be satisfied in all events (including the exhaustion of the Trust Estate) exclusively from the Trust Estate, and such liabilities are not to attach to, or be paid from, any amounts distributed to the Beneficiaries, regardless of the time at which such distribution took place, or from the assets of the Beneficiaries.

9.8. Headings. The headings of the various Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

9.9. Construction. Except where the context otherwise requires, words importing the masculine gender shall include the feminine and the neuter, if appropriate; words importing the singular number shall include the plural number and vice versa; and words importing persons shall include partnerships, associations, and corporations.

9.10. Governing Law. This Agreement, including all matters of construction, validity and performance hereof, shall in all respects be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

9.11. Construction with the Plan. The Plan and Confirmation Order are hereby incorporated fully by reference and made a part hereof for all purposes. In the event of any inconsistency or conflict between the terms, conditions, definitions and provisions of this Agreement and the terms, conditions and provisions of the Plan, the terms, conditions, definitions and provisions of the Plan shall control. In the event of any inconsistency or conflict between the terms, conditions, definitions and provisions of the Plan and the terms, conditions

and provisions of the Confirmation Order, the terms, conditions, definitions and provisions of the Confirmation Order shall control.

9.12. Subject to Bankruptcy Court's Jurisdiction. The Bankruptcy Court shall retain jurisdiction over the Rienzi Creditors' Trust, the Trust Estate, the Trustee and the Debtor to issue any and all orders, and to take other actions, necessary to implement this Agreement, such jurisdiction to include, without limitation, the jurisdiction contemplated by Section 1142 of the Bankruptcy Code.

9.13. Intention of the Parties. The Debtor and the Trustee hereby express their intent to create and maintain the Rienzi Creditors' Trust as a liquidating trust for Federal income tax purposes in accordance with Treasury Regulation § 301.7701-4(d), and as a "grantor trust" subject to the provisions of Subchapter J, Subpart E of the Code, and the Trustee further represents that the Rienzi Creditors' Trust shall not: (a) receive transfers of listed stocks or securities, any readily marketable assets (other than those constituting the Trust Estate), or any assets of a going business; (b) receive or retain Cash in excess of a reasonable amount to meet claims and contingent liabilities, determined in the reasonable discretion of the Trustee in accordance with the provisions of Sections 4 and 5 hereof; or (c) receive general or limited partnership interests, or the unlisted stock, of any single issuer that represents eighty percent (80%) or more of the stock of such issuer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

FOR AND ON BEHALF OF THE DEBTOR:

Rienzi & Sons, Inc.

By: _____
Name: Michael Rienzi
Its: President and CEO

TRUSTEE:

By: _____
Name: Tracy L. Klestadt, Esq.