

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

IN RE:) Chapter 11
)
ULTIMATE NUTRITION, INC., et al.,¹) Jointly Administered under
) Case No. 14-22402 (ASD)
DEBTORS)
) Re: ECF NO. 3

**INTERIM ORDER GRANTING AUTHORITY TO USE CASH COLLATERAL AND TO
PROVIDE ADEQUATE PROTECTION AND NOTICE OF FINAL HEARING**

BY MOTION (THE “MOTION”) DATED DECEMBER 17, 2014, ULTIMATE NUTRITION, INC. (“ULTIMATE”) AND PROSTAR, INC. (“PROSTAR”), THE ABOVE-CAPTIONED DEBTORS AND DEBTORS IN POSSESSION (COLLECTIVELY, THE “DEBTORS”), MOVED THIS COURT FOR ENTRY OF THIS INTERIM ORDER IN THESE CHAPTER 11 CASES (COLLECTIVELY, THE “CASES”) AUTHORIZING THEM TO USE FUNDS THAT CONSTITUTE CASH COLLATERAL OF TD BANK, N.A. (“TD” OR “LENDER”) PURSUANT TO CERTAIN PREPETITION FINANCING ARRANGEMENTS DESCRIBED BELOW. PURSUANT TO BANKRUPTCY RULE 4001(B), AN INTERIM EMERGENCY HEARING WAS HELD ON DECEMBER 18, 2014 AFTER DUE NOTICE AND A HEARING, AND THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS.

THE COURT FINDS:

A. FILING OF PETITIONS. ON DECEMBER 17, 2014 (THE “PETITION DATE”), THE DEBTORS FILED VOLUNTARY PETITIONS FOR RELIEF (COLLECTIVELY, THE “PETITIONS”) UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (THE “BANKRUPTCY CODE”). PURSUANT TO SECTIONS 1107 AND 1108 OF THE BANKRUPTCY CODE, THE DEBTORS HAVE RETAINED

¹Ultimate Nutrition, Inc., Case No. 14-22402 and Prostar, Case No. 14-20403.

POSSESSION OF THEIR ASSETS AND ARE AUTHORIZED TO CONTINUE THE OPERATION AND MANAGEMENT OF THEIR RESPECTIVE BUSINESSES AS DEBTORS-IN-POSSESSION.

B. NO CREDITORS' COMMITTEE. NO CREDITORS' COMMITTEE HAS YET BEEN APPOINTED IN THE CASES PURSUANT TO SECTION 1102 OF THE BANKRUPTCY CODE. ANY CREDITORS' COMMITTEE SUBSEQUENTLY APPOINTED SHALL HEREINAFTER BE REFERRED TO AS THE "COMMITTEE."

C. PREPETITION INDEBTEDNESS TO TD AND SECURITY THEREFOR. THE DEBTORS HAVE REPRESENTED THAT TD EXTENDED PREPETITION FINANCING TO THE DEBTORS AND CERTAIN OF THEIR AFFILIATES PURSUANT TO THE FOLLOWING (HEREINAFTER REFERRED TO AS "TD PREPETITION INDEBTEDNESS"):

(A) A REVOLVING CREDIT AND TERM LOAN AGREEMENT ENTERED INTO ON JANUARY 20, 2012 (THE "LOAN AGREEMENT") BY AND BETWEEN ULTIMATE NUTRITION AS BORROWER, PROSTAR AND OTHERS AS GUARANTORS AND TD AS LENDER, PROVIDING FOR A REVOLVING LOAN IN THE ORIGINAL PRINCIPAL AMOUNT OF \$10 MILLION, EVIDENCED BY A REVOLVING CREDIT NOTE DATED JANUARY 20, 2012 FROM ULTIMATE NUTRITION TO TD IN THE ORIGINAL PRINCIPAL AMOUNT OF \$10 MILLION, ALL AS AMENDED BY A LOAN MODIFICATION AGREEMENT DATED JANUARY 13, 2014 AND AN AMENDED AND RESTATED REVOLVING NOTE DATED JANUARY 13, 2014 FROM ULTIMATE NUTRITION TO TD (COLLECTIVELY, THE "REVOLVING LOAN"). THE REVOLVING LOAN HAS BEEN UNCONDITIONALLY GUARANTEED BY PROSTAR AND CERTAIN OTHER RELATED PARTIES. AS OF THE PETITION DATE, THE AMOUNT OF APPROXIMATELY \$8,007,000 WAS DUE AND OWING ON ACCOUNT OF THE REVOLVING LOAN.

(B) A TERM LOAN PURSUANT TO THE LOAN AGREEMENT BY AND BETWEEN ULTIMATE NUTRITION AS BORROWER, PROSTAR AND OTHERS AS GUARANTORS AND TD AS LENDER, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$5 MILLION, EVIDENCED BY A TERM NOTE DATED JANUARY 20, 2012 FROM ULTIMATE NUTRITION TO TD IN THE ORIGINAL PRINCIPAL AMOUNT OF \$5 MILLION, ALL AS MODIFIED BY A LOAN MODIFICATION AGREEMENT BETWEEN THE PARTIES DATED JANUARY 13, 2014 (COLLECTIVELY THE “TERM LOAN”). THE TERM LOAN HAS BEEN UNCONDITIONALLY GUARANTEED BY PROSTAR AND OTHER RELATED PARTIES. AS OF THE PETITION DATE, THE AMOUNT OF APPROXIMATELY \$2,417,000 WAS DUE AND OWING ON ACCOUNT OF THE TERM LOAN.

(C) AN EXPORT REVOLVING LINE OF CREDIT FACILITY ENTERED INTO ON MARCH 17, 2009 BY AND BETWEEN ULTIMATE NUTRITION AS BORROWER AND TD AS LENDER, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,750,000, AS EVIDENCED BY AN EXPORT REVOLVING LOAN PROMISSORY NOTE DATED MARCH 17, 2009 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,750,000, AS AMENDED BY AN AMENDED AND RESTATED EXPORT REVOLVING LOAN PROMISSORY NOTE DATED JANUARY 20, 2012 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$2,500,000, ALL AS FURTHER AMENDED BY A LOAN MODIFICATION AGREEMENT DATED JANUARY 13, 2014 BY AND BETWEEN ULTIMATE NUTRITION AS BORROWER, PROSTAR AND OTHERS AS GUARANTORS AND TD AS LENDER (THE “EXIM LOAN”). THE EXIM LOAN HAS BEEN GUARANTEED BY PROSTAR AND OTHER RELATED PARTIES. AS OF THE PETITION DATE, THE AMOUNT OF APPROXIMATELY \$1,662,000 WAS DUE AND OWING ON ACCOUNT OF THE EXIM LOAN.

(D) AN EQUIPMENT LINE OF CREDIT ENTERED INTO NOVEMBER 8, 2011 BY AND BETWEEN ULTIMATE NUTRITION AS BORROWER AND TD AS LENDER IN THE ORIGINAL

PRINCIPAL AMOUNT OF \$1.6 MILLION, AS EVIDENCED BY AN EQUIPMENT LINE OF CREDIT PROMISSORY NOTE DATED NOVEMBER 8, 2011 FROM ULTIMATE NUTRITION TO TD IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1.6 MILLION, ALL AS AMENDED BY A LOAN MODIFICATION AGREEMENT BETWEEN THE PARTIES DATED JANUARY 13, 2014 (THE "EQUIPMENT LOAN"). THE EQUIPMENT LOAN HAS BEEN UNCONDITIONALLY GUARANTEED BY PROSTAR AND OTHER RELATED PARTIES. AS OF THE PETITION DATE, THE AMOUNT OF APPROXIMATELY \$1,084,000 WAS DUE AND OWING ON ACCOUNT OF THE EQUIPMENT LOAN.

(E) UNLIMITED CONTINUING GUARANTY AGREEMENTS, EACH DATED MARCH 17, 2009, FROM ULTIMATE NUTRITION, PROSTAR AND OTHER RELATED PARTIES, PURSUANT TO WHICH DEBTORS GUARANTEED THE OBLIGATIONS OF VHR DEVELOPMENT, LLC ("VHR") TO TD WITH RESPECT TO A PROMISSORY NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1.5 MILLION FROM VHR TO TD, WHICH IS SECURED BY A MORTGAGE IN THE SAME AMOUNT AGAINST REAL PROPERTY LOCATED AT 7 CORPORATE AVENUE, FARMINGTON, CONNECTICUT AND WHICH IS USED BY THE DEBTORS AS THEIR PLACE OF BUSINESS (THE "CORPORATE AVENUE PROPERTY"). AS OF THE PETITION DATE, THE AMOUNT OF APPROXIMATELY \$1,258,000 WAS DUE AND OWING ON ACCOUNT OF VHR'S NOTE AND MORTGAGE TO TD.

D. THE DEBTORS HAVE FURTHER REPRESENTED THAT IN CONNECTION WITH THE TD PREPETITION INDEBTEDNESS, TD WAS GRANTED LIENS (THE "TD PREPETITION LIENS") ON SUBSTANTIALLY ALL THE ASSETS OF THE DEBTORS, INCLUDING, WITHOUT LIMITATION, INVENTORY, ACCOUNTS RECEIVABLE AND THE PROCEEDS THEREOF (THE "TD PREPETITION COLLATERAL"). THE DEBTORS HAVE ACKNOWLEDGED THAT AS OF THE PETITION DATE

THEY WERE INDEBTED TO TD IN AN AMOUNT OF NOT LESS THAN \$13,170,000 (EXCLUSIVE OF THE GUARANTEED OBLIGATION OF VHR) PURSUANT TO THE LOAN AGREEMENTS AND OTHER DOCUMENTS EVIDENCING THE TD PREPETITION INDEBTEDNESS, SUBJECT TO ANY AND ALL DEFENSES, OFFSETS AND COUNTERCLAIMS THE DEBTORS MAY HAVE. DEBTORS HAVE FURTHER ACKNOWLEDGED THAT AS OF THE PETITION DATE, TD'S LIENS ON AND SECURITY INTERESTS IN THE TD PREPETITION COLLATERAL ARE VALID, PERFECTED (TO THE EXTENT PERFECTION CAN BE ACCOMPLISHED BY FILING UCC-1 FINANCING STATEMENTS OR BY POSSESSION), ENFORCEABLE, NONAVOIDABLE AND CONSTITUTE FIRST PRIORITY LIENS AND SECURITY INTERESTS.

E. NEED FOR USE OF CASH COLLATERAL. PRIOR TO THE PETITION DATE, THE DEBTORS HAD NO BORROWING AVAILABILITY FROM TD AND THEREFORE HAVE AN IMMEDIATE NEED TO USE CASH TO FUND THE NEXT SEVERAL WEEKS OF OPERATIONS UNTIL A FINAL HEARING ON THE MOTION CAN BE HELD. SUBSTANTIALLY ALL OF THE DEBTORS' CASH ON HAND AND CASH FLOW FROM OPERATIONS CONSISTS OF PROCEEDS OF PREPETITION ACCOUNTS OR INVENTORY THAT IS SUBJECT TO LIENS IN FAVOR OF TD AND, THEREFORE, ALL SUCH CASH IS CASH COLLATERAL IN WHICH TD HAS AN INTEREST. IF THE DEBTORS ARE NOT ABLE TO USE CASH COLLATERAL AS PROVIDED HEREIN, THEY WILL BE UNABLE TO FUND PAYROLL AND OTHER OPERATING EXPENSES THAT ARE NECESSARY TO MAINTAIN THE VALUE OF THEIR ESTATES AND TO ENABLE DEBTORS TO MAXIMIZE RECOVERIES FOR ALL PARTIES IN INTEREST.

F. CAUSE. THE ENTRY OF THIS ORDER WILL PROVIDE ADEQUATE PROTECTION TO TD FOR THE DEBTORS' USE OF CASH COLLATERAL AND WILL ALSO MINIMIZE DISRUPTION OF THE DEBTORS' BUSINESS AND WILL PRESERVE AND MAINTAIN THE ASSETS

OF EACH DEBTORS' ESTATE, WILL AVOID IMMEDIATE AND IRREPARABLE HARM TO, AND IS IN THE BEST INTEREST OF, THE DEBTORS, THEIR CREDITORS AND THEIR ESTATES.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. USE OF CASH COLLATERAL. FOR PURPOSES OF THIS ORDER, THE TERM "CASH COLLATERAL" SHALL REFER TO ANY CASH, NEGOTIABLE INSTRUMENTS, DOCUMENTS OF TITLE, SECURITIES, DEPOSIT ACCOUNTS, OR OTHER CASH EQUIVALENTS NOW OR HEREAFTER IN THE POSSESSION, CUSTODY OR CONTROL OF THE DEBTORS, WHETHER GENERATED OR RECEIVED BEFORE OR AFTER THE PETITION DATE. THE DEBTORS ARE AUTHORIZED TO USE CASH COLLATERAL SOLELY IN ACCORDANCE WITH THE FOLLOWING TERMS:

(A) PURSUANT TO §363(C)(2)(B) OF THE BANKRUPTCY CODE, THE DEBTORS ARE AUTHORIZED FROM THE DATE OF THIS ORDER UNTIL THE TERMINATION DATE (AS DEFINED BELOW) (THE "INTERIM PERIOD") TO USE CASH COLLATERAL TO PAY ACTUAL, NECESSARY AND ORDINARY OPERATING EXPENSES AS SET FORTH IN EXHIBIT A (THE "BUDGET") APPENDED HERETO, NOT TO EXCEED \$4,716,378 (THE "TOTAL AUTHORIZED EXPENDITURE AMOUNT").

(B) THE BUDGET, BY AGREEMENT BETWEEN THE DEBTORS AND TD, DOES NOT INCLUDE ANY COMPENSATION TO ELIZABETH A. RUBINO, WITH THE FURTHER AGREEMENT AND UNDERSTANDING THAT (I) ALL RENT AND OTHER PAYMENTS DUE AND OWING BY THE DEBTORS TO VHR AND RUBINO, LLC MAY BE MADE AS AND WHEN DUE UNDER THE TERMS OF THE RESPECTIVE LEASE AGREEMENTS WITH VHR AND RUBINO, LLC, AND (II) TD WILL NOT SEEK TO ATTACH, EXECUTE OR SEEK TO COLLECT ANY

DISTRIBUTIONS OR OTHER PAYMENTS ELIZABETH RUBINO MAY WISH TO TAKE FROM VHR OR RUBINO, LLC.

(C) FOR EACH WEEKLY PERIOD SET FORTH IN THE BUDGET, THE DEBTORS' ACTUAL CASH DISBURSEMENTS FOR SUCH PERIOD SHALL NOT EXCEED THE LINE ITEM AMOUNT FOR SUCH CATEGORY AS SET FORTH IN THE BUDGET, PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE FOREGOING, (I) EXPENDITURES OF THE DEBTORS UNDER ANY LINE ITEM OF THE BUDGET FOR ANY PERIOD MAY EXCEED THE EXPENDITURE AMOUNT BUDGETED FOR SUCH LINE ITEM, EXCEPT AS TO EXECUTIVE, INSIDER COMPENSATION AND WAGES, BY 20%, SO LONG AS AGGREGATE TOTAL EXPENDITURES DURING THE TERM OF THIS ORDER DO NOT EXCEED THE TOTAL AMOUNT BUDGETED FOR SUCH PERIOD, AND (II) ANY LINE ITEM EXPENDITURES BUDGETED DURING ANY GIVEN WEEK, BUT NOT ACTUALLY PAID OR EXPENDED DURING SUCH WEEK, MAY BE PAID DURING THE FOLLOWING WEEK. IN NO EVENT SHALL AGGREGATE TOTAL EXPENDITURES BY THE DEBTORS THROUGH THE TERMINATION DATE EXCEED THE TOTAL AUTHORIZED EXPENDITURE AMOUNT, PROVIDED, HOWEVER, THAT THROUGH THE TERMINATION DATE, TD AND DEBTORS MAY, IN THEIR SOLE DISCRETION, AGREE TO INCREASE CASH DISBURSEMENTS AND OPERATING EXPENDITURES IN THE BUDGET, AND UPON WRITTEN AGREEMENT BY TD TO SO MODIFY THE BUDGET, DEBTORS WILL BE AUTHORIZED TO USE CASH COLLATERAL IN SUCH AMOUNT WITHOUT THE NEED FOR ANY FURTHER ORDER OF THE COURT.

(D) THE DEBTORS' AUTHORITY TO SPEND CASH COLLATERAL WITHOUT FURTHER ORDER OF THE COURT ISSUED AFTER NOTICE AND HEARING OR THE WRITTEN CONSENT OF TD SHALL AUTOMATICALLY EXPIRE UPON THE SOONEST TO OCCUR OF (I) JANUARY 16,

2015 AT 5:00 P.M., OR (II) REGARDLESS OF WHETHER THE DEBTORS HAVE EXPENDED THE ENTIRE AMOUNT SET FORTH IN ORDERING PARAGRAPH 1(A), THE FAILURE BY THE DEBTORS TO MATERIALLY COMPLY WITH ANY PROVISION OF THIS ORDER, WHICH FAILURE IS NOT REMEDIED WITHIN THREE BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM TD OF SUCH FAILURE (THE EARLIER OF SUCH DATE, THE “TERMINATION DATE”). UPON THE TERMINATION DATE, THE DEBTORS’ AUTHORITY TO USE OR SPEND ANY FURTHER CASH COLLATERAL SHALL AUTOMATICALLY TERMINATE UNLESS AND UNTIL THE DEBTORS OBTAIN THE WRITTEN CONSENT OF TD OR A FURTHER ORDER OF THIS COURT ISSUED AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

(E) EACH WEEK FROM DECEMBER 17, 2014 THROUGH THE TERMINATION DATE, BY THE WEDNESDAY FOLLOWING EACH SUCH WEEK, THE DEBTORS SHALL PROVIDE TD WITH: (I) A WRITTEN ACCOUNTING OF (A) ALL CASH COLLATERAL IN THEIR POSSESSION, CUSTODY OR CONTROL, AND (B) ANY CASH COLLATERAL EXPENDED AND THE PURPOSES FOR WHICH IT WAS EXPENDED PURSUANT TO THIS ORDER, AND (II) AN UPDATED BORROWING OR COLLATERAL BASE CERTIFICATE, CONSISTENT WITH THE FORMAT PROVIDED BY DEBTORS TO TD PRIOR TO THE PETITION DATE.

(F) THIS ORDER IS WITHOUT PREJUDICE TO THE RIGHTS OF ANY PARTY IN INTEREST (OTHER THAN THE DEBTORS) TO CHALLENGE THE LIENS OR SECURITY INTERESTS OF TD. THE PRIORITY CLAIMS AND REPLACEMENT LIENS (AS HEREAFTER DEFINED) PROVIDED TO TD HEREUNDER SHALL BE VALID ONLY TO THE EXTENT THAT TD HELD A VALID AND PERFECTED LIEN ON CASH COLLATERAL EXPENDED PURSUANT TO THIS ORDER.

2. REPLACEMENT LIENS FOR CASH COLLATERAL. AS ADEQUATE PROTECTION FOR ANY CASH COLLATERAL EXPENDED BY THE DEBTORS PURSUANT TO THIS ORDER, TD IS HEREBY GRANTED, PURSUANT TO SECTIONS 361(1) AND 363(E) OF THE BANKRUPTCY CODE, A FIRST LIEN (THE “REPLACEMENT LIENS”) TO SECURE AN AMOUNT OF TD’S PREPETITION CLAIMS EQUAL TO (I) THE AMOUNT OF CASH COLLATERAL ACTUALLY EXPENDED BY THE DEBTORS AND (II) AN AMOUNT EQUALING THE AGGREGATE DECLINE IN THE VALUE OF THE TD PREPETITION COLLATERAL (WHETHER AS A RESULT OF PHYSICAL DETERIORATION, CONSUMPTION, USE, SHRINKAGE, DECLINE IN MARKET VALUE OR OTHERWISE). THE REPLACEMENT LIENS SHALL BE SUBJECT ONLY TO NONAVOIDABLE, VALID, ENFORCEABLE AND PERFECTED LIENS AND SECURITY INTERESTS IN THE ASSETS OF DEBTORS, AS PREPETITION DEBTORS, THAT EXISTED ON THE PETITION DATE AND THAT ARE NOT SUBJECT TO AVOIDANCE PURSUANT TO THE BANKRUPTCY CODE, IN FAVOR OF THIRD PARTIES, THAT ARE SUPERIOR IN PRIORITY, AFTER GIVING EFFECT TO ANY EXISTING SUBORDINATION OR INTERCREDITOR ARRANGEMENTS, TO THE TD PREPETITION LIENS. THE REPLACEMENT LIENS SHALL ATTACH TO PERSONAL PROPERTY AND ASSETS OF THE DEBTORS, OF ANY KIND OR NATURE WHATSOEVER, WHETHER NOW OWNED OR HEREAFTER ACQUIRED BY ANY DEBTORS, AND ALL PROCEEDS, RENTS OR PROFITS THEREOF (COLLECTIVELY, THE “DIP COLLATERAL”). TD’S REPLACEMENT LIENS HEREUNDER SHALL AT ALL TIMES BE SENIOR TO THE RIGHTS OF THE DEBTORS AND ANY SUCCESSOR TRUSTEE OR ESTATE REPRESENTATIVE IN THIS CASE OR ANY SUBSEQUENT CASE OR PROCEEDINGS UNDER THE BANKRUPTCY CODE. ANY SECURITY INTEREST OR LIEN UPON THE DIP COLLATERAL WHICH IS AVOIDED OR OTHERWISE PRESERVED FOR THE BENEFIT OF ANY DEBTORS’ ESTATE UNDER SECTION 551 OR ANY OTHER PROVISION

OF THE BANKRUPTCY CODE SHALL BE SUBORDINATE TO THE SECURITY INTERESTS IN AND REPLACEMENT LIENS UPON THE DIP COLLATERAL GRANTED TO TD.

3. PERFECTION OF REPLACEMENT LIEN. THE REPLACEMENT LIENS GRANTED TO TD BY THIS ORDER SHALL BE PERFECTED BY OPERATION OF LAW UPON EXECUTION AND ENTRY OF THIS ORDER BY THE COURT; TD SHALL NOT BE REQUIRED TO TAKE ANY ACTION, INCLUDING, WITHOUT LIMITATION, THE FILING OF FINANCING STATEMENTS, MORTGAGES, DEEDS OF TRUST OR OTHER DOCUMENTS, IN ORDER TO VALIDATE OR PERFECT SUCH REPLACEMENT LIENS. IF TD, IN ITS SOLE DISCRETION, NONETHELESS CHOOSES TO FILE FINANCING STATEMENTS, MORTGAGES, DEEDS OF TRUST OR OTHER DOCUMENTS OR OTHERWISE CONFIRM PERFECTION OF SUCH SECURITY INTERESTS AND LIENS, TD IS AUTHORIZED TO EFFECT SUCH FILINGS AND RECORDATIONS, AND ALL SUCH FINANCING STATEMENTS, DEEDS OF TRUST OR SIMILAR DOCUMENTS SHALL BE DEEMED TO HAVE BEEN FILED OR RECORDED AS OF THE PETITION DATE.

4. PRIORITY CLAIMS. PURSUANT TO §507(B) OF THE BANKRUPTCY CODE, BUT SUBJECT TO CLAIMS UNDER §506(C) OF THE BANKRUPTCY CODE, TD, IN ADDITION TO THE REPLACEMENT LIEN, SHALL HAVE A PRIORITY CLAIM IN AN AMOUNT EQUAL TO THE AMOUNT OF CASH COLLATERAL ACTUALLY EXPENDED BY DEBTORS PURSUANT TO THIS ORDER, BUT ONLY TO EXTENT THAT ANY ADEQUATE PROTECTION PROVIDED IN THIS ORDER PROVES TO BE INADEQUATE AND GIVES RISE TO A CLAIM UNDER §503(B)(2) OF THE BANKRUPTCY CODE, WHICH CLAIM SHALL HAVE THE HIGHEST ADMINISTRATIVE PRIORITY UNDER §§503(B), 507(A)(1) AND 507(B) OF THE BANKRUPTCY CODE (THE “SUPER-PRIORITY CLAIM”), AND SUCH CLAIM SHALL HAVE PRIORITY OVER, AND BE SENIOR TO, ALL OTHER ADMINISTRATIVE CLAIMS.

5. ALTERNATE FINANCING. IF DEBTOR AT ANY TIME SEEKS ANY THIRD-PARTY FINANCING, AND IN CONNECTION WITH SUCH FINANCING REQUESTS THAT THE COURT GRANT OR IMPOSE, UNDER SECTION 364 OF THE BANKRUPTCY CODE OR OTHERWISE, LIENS WITH A PRIORITY EQUAL TO OR SUPERIOR TO THE TD PREPETITION LIENS OR THE REPLACEMENT LIENS, DEBTORS SHALL BE REQUIRED TO USE THE FIRST AVAILABLE PROCEEDS OF ANY SUCH FINANCING TO REPAY TD THE FULL AMOUNT OF ANY CASH COLLATERAL EXPENDED PURSUANT TO THIS ORDER.

6. CASH COLLECTION PROCEDURES. FROM AND AFTER THE DATE OF ENTRY OF THIS ORDER, UNTIL FURTHER ORDER OF THE COURT, ALL COLLECTIONS OF ACCOUNTS RECEIVABLE, CUSTOMER CHECKS, BANK DEPOSITS, CASH COLLATERAL AND ALL PROCEEDS OF SALES OF ANY ASSETS OR SERVICES PROVIDED BY THE DEBTORS AND ALL OTHER CASH WHICH IS CURRENTLY AND/OR SHALL COME INTO THE DEBTORS' POSSESSION OR CONTROL (INCLUDING EXISTING CASH), OR TO WHICH THE DEBTORS SHALL BECOME ENTITLED, SHALL BE DEPOSITED INTO ONE OR MORE DEBTOR IN POSSESSION OPERATING AND/OR PAYROLL ACCOUNTS WITH TD (THE "DIP ACCOUNTS"), PROVIDED, HOWEVER, THAT THE DEBTORS MAY PROCESS AND MAKE PAYROLL FOR THE WORK WEEK ENDING SATURDAY, DECEMBER 13, 2014 FROM THEIR ACCOUNTS AT WEBSTER BANK. TD SHALL NOT WITHDRAW, DEBIT OR OTHERWISE TAKE ANY PAYMENT OF ANY FUNDS IN THE DIP ACCOUNTS WITHOUT AN ORDER OF THIS COURT ON MOTION OR APPLICATION AND AFTER A HEARING ON NOTICE.

7. PROFESSIONAL FEES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS ORDER, THE REPLACEMENT LIENS AND PRIORITY CLAIMS GRANTED TO TD PURSUANT TO THIS ORDER SHALL BE SUBJECT AND SUBORDINATE TO THE

PAYMENT OF THE FOLLOWING (TO THE EXTENT THAT THERE ARE NOT SUFFICIENT, UNENCUMBERED FUNDS IN THE ESTATES TO PAY SUCH AMOUNTS AT THE TIME PAYMENT IS REQUIRED TO BE MADE AND, IN THE CASE OF DEBTOR PROFESSIONALS (AS DEFINED BELOW), TO THE EXTENT THAT SUCH DEBTOR PROFESSIONALS DO NOT HAVE AN ADEQUATE CASH SECURITY DEPOSIT OR RETAINER BALANCE ON HAND): (A) COMPENSATION AND EXPENSE REIMBURSEMENT (COLLECTIVELY, "PROFESSIONAL EXPENSES") OF PULLMAN & COMLEY, LLC AS PROSPECTIVE ATTORNEYS FOR DEBTORS, MARCUM, LLP AS PROSPECTIVE ACCOUNTANTS AND TAX AND FINANCIAL ADVISORS FOR THE DEBTORS AND LAQUERRE MICHAUD, LLC AS PROSPECTIVE ACCOUNTANTS AND BOOKKEEPING PROFESSIONALS FOR THE DEBTORS (THE "DEBTOR PROFESSIONALS"), TO THE EXTENT THAT SUCH PROFESSIONAL EXPENSES, (I) WERE INCURRED ON OR AFTER THE PETITION DATE AND PRIOR TO THE EARLIER TO OCCUR OF THE TERMINATION DATE OR RECEIPT BY DEBTOR PROFESSIONALS FROM TD OF WRITTEN NOTICE OF A CARVE-OUT EVENT (AS DEFINED BELOW), (II) ARE APPROVED FOR PAYMENT BY A FINAL ORDER OF THE COURT, AFTER NOTICE AND A HEARING, OR PURSUANT TO AN ADMINISTRATIVE PROCEDURE ESTABLISHED BY COURT ORDER, AND (III) DO NOT EXCEED, WITHOUT THE PRIOR WRITTEN CONSENT OF TD, IN THE AGGREGATE AS TO ALL AMOUNTS PAID OR TO BE PAID POSTPETITION, THE SUM OF \$5,000; (B) PROFESSIONAL EXPENSES OF PROSPECTIVE ATTORNEYS AND OTHER PROFESSIONALS FOR AN OFFICIAL COMMITTEE OF UNSECURED CREDITORS, IN A SUM NOT TO EXCEED \$50,000; (C) QUARTERLY FEES REQUIRED TO BE PAID TO THE OFFICE OF THE U.S. TRUSTEE PURSUANT TO 28 U.S.C.A. § 1930(A)(6); AND (D) UNPAID WAGES OF THE DEBTORS (COLLECTIVELY, THE "CARVE-OUT"); PROVIDED, HOWEVER, THAT NO CASH COLLATERAL AND NO AMOUNTS RECEIVED PURSUANT TO THE

CARVE-OUT SHALL BE USED BY ANY PERSON OR ENTITY TO PAY PROFESSIONAL EXPENSES INCURRED IN CONNECTION WITH ANY ATTEMPT TO INVALIDATE, SET ASIDE OR SUBORDINATE THE TD PREPETITION INDEBTEDNESS, THE TD PREPETITION LIENS OR THE REPLACEMENT LIENS (OTHER THAN TO PURSUE ANY DEFENSES, OFFSETS AND COUNTERCLAIMS THE DEBTORS MAY HAVE TO THE TD INDEBTEDNESS). THE TERM "CARVE-OUT EVENT" SHALL MEAN ANY ACT OR OMISSION BY DEBTORS IN MATERIAL VIOLATION OF THE TERMS OF THIS ORDER.

8. RESERVATION OF ADDITIONAL RIGHTS OF TD. NOTHING IN THIS ORDER CONSTITUTES A FINDING WITH RESPECT TO THE ADEQUACY OF THE PROTECTION OF TD'S INTERESTS IN THE TD PREPETITION COLLATERAL. TD SHALL NOT HAVE WAIVED ANY RIGHTS IT HAS AND SHALL RETAIN ALL RIGHTS AVAILABLE PURSUANT TO THE BANKRUPTCY CODE AND APPLICABLE LAW.

9. FURTHER HEARING. THE MOTION IS SET FOR A FURTHER HEARING ON JANUARY 15, 2015 AT 10:00 A.M. IF THE DEBTORS AND TD AGREE TO THE TERMS OF AN AGREED ORDER PROVIDING FOR MORE EXTENSIVE USE OF CASH COLLATERAL BY SUCH HEARING DATE, THEN SUCH HEARING MAY CONSIST OF A FINAL HEARING ON THE MOTION; ALTERNATIVELY, IF THE TERMS OF AN AGREEMENT PROVIDING FOR MORE EXTENSIVE USE OF CASH COLLATERAL HAVE NOT BEEN AGREED TO BY THE DEBTORS AND TD BY SUCH TIME, THEN IN ACCORDANCE WITH RULE 4001(B) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE, SUCH HEARING MAY BE DEEMED TO CONSTITUTE A SECOND PRELIMINARY HEARING ON THE MOTION AND DEBTORS SHALL NOT BE ENTITLED TO SEEK AUTHORITY TO USE CASH COLLATERAL FOR MORE THAN AN ADDITIONAL 15-DAY PERIOD PENDING A FURTHER ORDER BY THE COURT.

10. RIGHTS OF THIRD PARTIES. NOTHING IN THIS ORDER SHALL PRECLUDE ANY CREDITOR, THE COMMITTEE OR ANY SUBSEQUENTLY APPOINTED TRUSTEE FROM OBJECTING TO OR OTHERWISE CHALLENGING THE VALIDITY OR AMOUNT OF THE TD PREPETITION INDEBTEDNESS OR THE EXTENT, VALIDITY OR PERFECTION OF TD'S PREPETITION LIENS UPON AND SECURITY INTERESTS IN THE TD PREPETITION COLLATERAL.

DATED: DECEMBER 18, 2014

BY THE COURT


Albert S. Dabrowski
United States Bankruptcy Judge

EXHIBIT A

ULTIMATE NUTRITION	
TIME PERIOD	DEC 18, 2014- JAN 16, 2015
TOTAL RECEIPTS	\$4,300,000.00
DISBURSEMENTS	
MATERIALS, SUPPLIES, MANUFACTURING	\$2,980,000.00
PAYROLL (INCLUDING TAXES AND SERVICES)	\$395,000.00
SHIPPING	\$50,000.00
SUBCONTRACTING	\$0.00
PRINTING	\$16,000.00
TRAVEL & TRADESHOW	\$35,000.00
REPAIRS AND MAINTENANCE	\$12,000.00
UTILITIES	\$50,000.00
EQUIPMENT (RENTAL & PURCHASES)	\$18,000.00
LAUNDRY & UNIFORMS	\$0.00
PROPERTY TAXES	\$80,000.00
RENT EXPENSE	\$115,000.00
ADVERTISING	\$30,000.00
INSURANCE	\$175,000.00
OUTSIDE SERVICES/ EXPENSES	\$30,000.00
ENTERTAINMENT	\$5,000.00
AUTO AND TRUCK	\$5,000.00

EXPENSES	
TOTAL DISBURSEMENTS	\$3,996,000.00
TOTAL	
CASH FLOW	
BEGINING	
CASH	\$4,300,000.00
ENDING	
CASH	\$304,000.00

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ROSTAR

TIME PERIOD	DEC. 18, 2014- JAN. 16- 2015
TOTAL RECEIPTS	\$780,000.00
DISBURSEMENTS	
MATERIALS & SUPPLIES	\$7,000.00
PAYROLL (INCLUDING TAXES AND SERVICES)	\$410,000.00
SHIPPING	\$0.00
SUBCONTRACTING	\$100,000.00
PRINTING	\$0.00
TRAVEL & TRADESHOW	\$5,500.00
REPAIRS AND MAINTENANCE	\$50,000.00
UTILITIES	\$30,000.00
EQUIPMENT (RENTAL & PURCHASES)	\$17,000.00
LAUNDRY & UNIFORMS	\$15,000.00

PROPERTY TAXES	\$30,000.00
RENT EXPENSE	\$23,328.00
ADVERTISING	\$0.00
INSURANCE	\$15,000.00
OUTSIDE SERVICES/ EXPENSES	\$17,000.00
ENTERTAINMENT	\$550.00
AUTO AND TRUCK EXPENSES	\$0.00
TOTAL DISBURSEMENTS	\$720,378.00
TOTAL CASH FLOW	
BEGINNING CASH	\$780,000.00
ENDING CASH	\$59,622.00