

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

In re:) Chapter 11
)
ULTIMATE NUTRITION, INC., ET AL. ¹) Jointly Administered under
) Case No. 14-22402 (AMN)
)
)

ORDER CONFIRMING PLAN

The First Amended Chapter 11 Plan of Reorganization for Ultimate Nutrition, Inc. and Prostar, Inc., filed by Ultimate Nutrition, Inc. and Prostar, Inc., as Debtors and Debtors in Possession (the “Debtors”), on December 3, 2015 (the “Plan”), having been transmitted to creditors and equity security holders; and the Plan having been presented to the Court for confirmation at a hearing held on December 23, 2015 (the “Confirmation Hearing”) upon due notice to all parties entitled thereto; and the United States Trustee’s Objection to Confirmation of the Debtors’ First Amended Plan of Reorganization (ECF No. 728) having been resolved based on the representations of respective counsel for the Debtors and the Official Committee of Unsecured Creditors made at the Confirmation Hearing, and the Court having reviewed the Debtors’ Response to the United States Trustee’s Objection to Confirmation of the Debtors’ First Amended Plan of Reorganization and the Reply of Brian Rubino to the United States Trustee’s Objection to Confirmation of the Debtors’ First Amended Plan of Reorganization; and the Court having determined after hearing on notice that the requirements for confirmation set forth in 11 U.S.C. §1129(a) have been satisfied and, to the extent the returned ballot of Santander Bank, N.A. (“Santander”) is not properly considered an effective acceptance of the Plan, that the requirements for confirmation set forth in 11 U.S.C. §1129(b)(2)(B)(i) with respect to the

¹ Ultimate Nutrition, Inc., Case No. 14-22402 and Prostar, Inc., Case No. 14-22403.

Santander's Class 5 claim under the Plan have been satisfied, and based on the record of the Confirmation Hearing and in particular, the representations and proffer made by counsel for the Debtors at the Confirmation Hearing, **IT IS HEREBY ORDERED**² as follows:

1. The Plan is revised in the following respects: (i) the address for notice to the United States Trustee, as set forth in §3.1 of the Plan, is changed to Giaimo Federal Building, Room 302, 150 Court Street, New Haven, CT 06510; and (ii) the injunction in §12.2 of the Plan shall be revised to apply to all Claims that arose before the Petition Date up until the Confirmation Date.

2. Pursuant to §12.6 of the Plan, and based on the absence of an express provision in the Plan preserving any Lien or security interest of Santander against Property of the Estate, as of the Effective Date any such Lien or security interest will be fully released.

3. The Plan, as revised and/or supplemented by ¶¶1 and 2 above, is confirmed. A copy of the confirmed Plan is attached.

4. An application for a final decree shall be filed on or before March 31, 2016.

Dated at Hartford, Connecticut on December 28, 2015.



² Capitalized terms used in this Order Confirming Plan, if not expressly defined herein, shall have the meanings ascribed to them in the Plan.

EXHIBIT A TO
ORDER CONFIRMING
FIRST AMENDED PLAN

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION

In re:) Chapter 11
)
) Jointly Administered under
ULTIMATE NUTRITION, INC., ET AL.,¹) Case No. 14-22402 (AMN)
)
Debtors.)

**FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR
ULTIMATE NUTRITION, INC. AND PROSTAR, INC.**

Dated Bridgeport, Connecticut
December 3, 2015

Irve J. Goldman, Esq.
Jessica Grossarth, Esq.
Pullman & Comley, LLC
Counsel for Debtors and
Debtors-in-Possession
850 Main Street
Bridgeport, CT 06604
(203) 330-2000
igoldman@pullcom.com
jgrossarth@pullcom.com

¹ Ultimate Nutrition, Inc., Case No. 14-22402, and Prostar, Inc., Case No. 14-22403.

TABLE OF CONTENTS

	Page
ARTICLE I	Definitions, Rules of Interpretation, Computation of Time and Governing Law..... 1
ARTICLE II	Certain Inter-Creditor and Inter-Debtor Issues 16
2.1	Settlement of Certain Inter-Creditor Issues 16
2.2	Formation of Debtor Groups for Convenience Purposes 16
2.3	Intercompany Claims 17
ARTICLE III	Treatment of Administrative Expense Claims 17
3.1	Administrative Expense Claims 17
ARTICLE IV	Treatment of Priority Tax Claims 19
4.1	Priority Tax Claims 19
ARTICLE V	Classification of Claims and Interests 20
5.1	Designation of Classes Pursuant to Sections 1122 and 1123(a)(1) of the Bankruptcy Code 20
5.2	Allowed Amount in a Particular Class 20
5.3	Classes 20
ARTICLE VI	Treatment of Claims and Interests 21
6.1	Class 1: Priority Claims 21
6.2	Class 2: Allowed TD Secured Claim 21
6.3	Class 3: Other Secured Claims 28
6.4	Class 4: General Unsecured Claims 29
6.5	Class 5 32
6.6	Class 6: Insider Claims 33
6.7	Class 7: Interests 33
ARTICLE VII	Identification of Classes of Claims and Interests Impaired and Unimpaired Under The Plan..... 34
7.1	Classes of Claims Impaired by the Plan and Entitled to Vote..... 34
7.2	Acceptance by an Impaired Class of Claims 34
7.3	Class of Claims Unimpaired by this Plan is Conclusively Presumed to Accept this Plan 34
7.4	Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code ("Cram Down") 34
ARTICLE VIII	Controversy With Respect to Impairment 35
ARTICLE IX	Unexpired Leases and Executory Contracts 35
9.1	Assumption and Rejection of Executory Contracts and Unexpired Leases 35
9.2	Assumption of the Premises Leases 35
9.3	Bar Date for Rejection Damage Claims 36

ARTICLE X	Means for Effectuating the Plan Implementation Of The Plan.....	36
10.1	Continued Corporate Existence and Vesting of Assets in Reorganized Debtors	36
10.2	Plan Funding	38
10.3	Cancellation of Existing Securities and Agreements	38
10.4	Management of the Reorganized Debtors	39
10.5	Exemption from Transfer Taxes	39
10.6	Execution of Documents	39
10.7	Filing of Documents.....	39
10.8	Transactions on Business Days.....	40
10.9	Implementation	40
10.10	Preservation and Vesting of Claims, Rights, Demands and Causes of Action	40
10.11	Business Operations	41
ARTICLE XI	Distributions; Disputed Claims Reserve	41
11.1	Timing of Distributions Due Under Plan	41
11.2	Manner of Distributions	41
11.3	Cash Payments	42
11.4	Disputed Claims Reserve.....	42
11.5	Payment of Statutory Fees	43
11.6	No Interest	43
11.7	Withholding of Taxes.....	43
11.8	Undeliverable or Unclaimed Distributions.....	44
11.9	Post Effective Date Services by Professionals	45
ARTICLE XII	Injunctions and Releases	46
12.1	Discharge of Claims	46
12.2	Injunction.....	46
12.3	Temporary Injunction.....	47
12.4	Releases by the Debtors.....	47
12.5	Exculpation	48
12.6	Release of Liens	49
12.7	Release of Collateral	49
12.8	Vesting of Assets in the Reorganized Debtors	50
12.9	Cause of Action Injunction.....	50
12.10	Preservation and Application of Insurance.....	51
ARTICLE XIII	Conditions Precedent to the Confirmation Order and the Effective Date of the Plan.....	51
13.1	Condition Precedent to Entry of the Confirmation Order	51
13.2	Conditions Precedent to the Effective Date.....	51
13.3	Debtors' Right to Waive Conditions Precedent.....	52

ARTICLE XIV	Miscellaneous Provisions	52
14.1	Bankruptcy Court to Retain Jurisdiction	52
14.2	Binding Effect of the Plan	55
14.3	Fractional Cents	55
14.4	Successors and Assigns	55
14.5	Blank Ballots.....	55
14.6	Authorization of Corporate Action	56
14.7	Withdrawal of the Plan	56
14.8	Captions	57
14.9	Method of Notice	57
14.10	Amendments and Modifications to Plan	58
14.11	Section 1125(e) of the Bankruptcy Code	59
14.12	Entire Agreement	59
14.13	Post-Confirmation Obligations	59
14.14	Administrative Bar Date.....	60
14.15	Conflicts.....	60

INTRODUCTION

Ultimate Nutrition, Inc. and Prostar, Inc., the Debtors and Debtors-in-possession in the above-captioned case (the “Debtors”), hereby propose the following Plan of Reorganization (the “Plan”) for the resolution of outstanding Claims and Interests. Reference is made to the Debtors’ Disclosure Statement dated November 18, 2015. The Disclosure Statement should be reviewed in connection with voting on the Plan.

ARTICLE I

Definitions, Rules of Interpretation, Computation of Time and Governing Law

A. Scope Of Definitions; Rules Of Construction

For purposes of the Plan, except as expressly provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings ascribed to them in the Plan. Any term used in the Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules. Whenever the context requires, such terms shall include the plural as well as the singular number, the masculine gender shall include the feminine, and the feminine gender shall include the masculine.

B. Definitions

1.1 **“503(b)(9) Claims”** means Claims that are granted administrative expense priority treatment pursuant to Section 503(b)(9) of the Bankruptcy Code and that have been timely and properly filed prior to the deadline for filing such Claims set by the Bankruptcy Court, and which have not been the subject of a timely objection by the Debtors, have been Allowed or deemed Allowed pursuant to the Bankruptcy Court’s Order dated March 9, 2015, Establishing Deadline for Filing Claims Under § 503(b)(9) of the Bankruptcy Code and

Approving the Form and Manner of Notice Thereof, or Allowed pursuant to a Final Order of the Bankruptcy Court.

1.2 **“Administrative Bar Date”** means (a) December 15, 2015 for Administrative Expense Claims that arose on or before October 20, 2015, and (b) the date that is thirty (30) days after the Effective Date for Administrative Expense Claims that have arisen, accrued or otherwise became due and payable on or after October 21, 2015 through and including the Confirmation Date, except for Professional Fee Claims.

1.3 **“Administrative Expense Claim”** means an Allowed Claim against the Debtors entitled to priority in accordance with section 503(b), 507(a)(1) or 1114(e)(2) of the Bankruptcy Code, including without limitation (a) every cost or expense of administration of the Chapter 11 Case, including any actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the business of the Debtors (such as wages, salaries or commissions for services); (b) compensation for legal, financial, advisory, accounting and other services and reimbursement of expenses awarded or allowed under sections 330(a) or 331 of the Bankruptcy Code; and (c) 503(b)(9) Claims.

1.4 **“Allowed Amount”** shall mean the amount of an Allowed Claim.

1.5 **“Allowed”** means with respect to Claims, (i) any Claim, proof of which is timely filed, (ii) any Claim that has been or is hereafter listed in the Schedules as neither disputed, contingent or unliquidated and for which no proof of claim has been timely filed, or (iii) any Claim allowed pursuant to the Plan or a Final Order of the Bankruptcy Court, *provided, however*, that with respect to any Claim described in clauses (i) or (ii) above, such Claim shall be allowed only if (x) no objection to the allowance thereof is interposed by the Debtors, the Reorganized Debtors or any other party-in-interest within any applicable time period fixed under the Plan, the

Bankruptcy Code, the Bankruptcy Rules or by the Bankruptcy Court, or (y) such an objection is interposed but the Claim has been allowed (or to the extent it has been allowed) by a Final Order (but only if such allowance was not solely for the purpose of voting to accept or reject the Plan).

1.6 **“Avoidance Actions”** means all actual and potential claims and causes of action to avoid a transfer of property or an obligation incurred by the Debtors under any applicable section of the Bankruptcy Code including sections 544, 547, 548 and 551 and any similar or related state or federal law.

1.7 **“Ballot”** means the voting form distributed to Holders of Claims or Interests in Classes that are Impaired and entitled to vote on the Plan for the purpose of indicating acceptance or rejection of the Plan.

1.8 **“Ballot Date”** means the deadline set by the Bankruptcy Court for receipt of Ballots indicating acceptance or rejection of the Plan.

1.9 **“Bankruptcy Code”** means title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, and all amendments thereto.

1.10 **“Bankruptcy Court”** means the United States Bankruptcy Court for the District of Connecticut, having jurisdiction over the Chapter 11 Case, or any such other court as may hereafter exercise primary jurisdiction over the Chapter 11 Case.

1.11 **“Bankruptcy Rules”** means, collectively (a) the Federal Rules of Bankruptcy Procedure recommended by the Judicial Conference of the United States and prescribed by the Supreme Court of the United States, effective August 1, 1983, in accordance with the provisions of section 2075 of title 28 of the United States Code, and all amendments thereto, and (b) the Local Bankruptcy Rules for the District of Connecticut, as now in effect or hereafter amended.

1.12 “**Bar Date**” means the final date established by the Bankruptcy Court pursuant to Bankruptcy Rule 3003(c), for filing timely proofs of Claim arising prior to the Petition Date (except for governmental units), which was April 14, 2015

1.13 “**Bar Date Order**” means that certain notice entered on December 17, 2014 by the Bankruptcy Court in the Chapter 11 Case establishing the Bar Date.

1.14 “**Business Day**” means any day other than a Saturday, Sunday or "legal holiday" as defined in Bankruptcy Rule 9006(a).

1.15 “**Cash**” means cash and cash equivalents, including but not limited to bank deposits, checks, and other similar items in each case denominated in United States dollars.

1.16 “**Cash Collateral Orders**” means the orders entered by the Bankruptcy Court in the Chapter 11 Case authorizing the Debtors to use cash collateral of TD and to provide adequate protection to TD.

1.17 “**Causes of Action**” means any and all actions, causes of action, suits, debts, rights to payment and claims under any insurance policies held by the Debtors, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise, but expressly excluding Avoidance Actions.

1.18 “**Chapter 11 Case**” means the jointly administered Debtors’ case under Chapter 11 of the Bankruptcy Code currently pending before the Bankruptcy Court under case caption styled *In re Ultimate Nutrition, Inc.*, Case No. 14-22402 (AMN).

1.19 “**Claim**” means a claim against either of the Debtors, whether or not asserted, known or unknown, as such term is defined in section 101(5) of the Bankruptcy Code.

1.20 “**Claimant**” means the holder of a Claim or Interest.

1.21 “**Class**” means a group of Claims or Interests which are substantially similar in nature and are grouped together for similar treatment pursuant to the Plan in accordance with section 1122(a) of the Bankruptcy Code.

1.22 “**Committee**” means the Official Committee of Unsecured Creditors in the Chapter 11 Case.

1.23 “**Conditions Precedent to the Effective Date**” means all of the conditions set forth in Article XIII of the Plan which must be satisfied by the Debtors prior to the Effective Date.

1.24 “**Confirmation Date**” means the date upon which the Confirmation Order is entered on the docket maintained by the Clerk of the Bankruptcy Court with respect to the Chapter 11 Case within the meaning of Bankruptcy Rules 5003 and 9021.

1.25 “**Confirmation Order**” means the order entered by the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code.

1.26 “**Consummation**” means the accomplishment of all the Conditions Precedent to the Effective Date identified at Section 12.2 of the Plan and the Closing having occurred.

1.27 “**Creditor**” means any Entity that is the Holder of a Claim arising on or before the Petition Date or under sections 502(g), 502(h) or 502(i) of the Bankruptcy Code.

1.28 “**Creditors’ Oversight Committee**” means a committee to be formed on the Effective Date by the Committee and shall consist of three members selected by the Committee. The Creditors’ Oversight Committee will have the rights and responsibilities as set forth in 6.4 (b), (d) and (e) of the Plan.

1.29 “**Debtors**” mean Ultimate Nutrition, Inc. and Prostar, Inc.

1.30 **“Disclosure Statement”** means the **First Amended** Disclosure Statement filed with the Bankruptcy Court by the Debtors in connection with the **First Amended** Plan and the Chapter 11 Case pursuant to section 1125 of the Bankruptcy Code and approved by order of the Bankruptcy Court as containing "adequate information" as that term is defined at section 1125(a)(1) of the Bankruptcy Code, and any exhibits annexed thereto and any documents delivered or filed in connection therewith, as the same may be amended or modified from time to time by any duly authorized or allowed amendment or modification.

1.31 **“Disputed Claim”** or **“Disputed Interest”** means any Claim or Interest designated as disputed, contingent or unliquidated on the Schedules and/or any Claim or Interest against which a timely objection to the allowance thereof has been interposed, which objection has not been determined by a Final Order.

1.32 **“Disputed Claims Reserve”** means the reserve to be established for Disputed Claims in accordance with the terms of the Plan.

1.33 **“Distribution”** means a distribution of Cash pursuant to the Plan.

1.34 **“Distribution Date”** shall mean that day of the month, following the month in which the Effective Date occurs, on which the Confirmation Order becomes a Final Order, and thereafter on the first day of each successive month in which Distributions are required under the Plan or such other dates on which Distributions are made to Holders of Allowed Claims in accordance with the terms hereof.

1.35 **“Effective Date”** means the date that is fifteen (15) days after the entry of the Confirmation Order, or, if such date is not a Business Day, the next succeeding Business Day; *provided, however*, that if all Conditions Precedent to the Effective Date have not been satisfied or waived, if subject to waiver, on or prior to such date, then the Effective Date shall be the next

succeeding date on which all such Conditions Precedent to the Effective Date have been satisfied or waived, if subject to waiver.

1.36 **“Entity”** means any Person, individual, corporation, limited or general partnership, limited liability company, joint venture, association, joint stock company, estate, trust, trustee, United States trustee, unincorporated organization, government, governmental unit (as defined in section 101(27) of the Bankruptcy Code), agency or political subdivision thereof.

1.37 **“Estate”** means the collective estate created in Debtors’ Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

1.38 **“Exculpated Parties”** shall mean the Debtors and their current and former directors, officers, shareholders, attorneys and accountants, the Committee and its members (solely in their representative capacity) and the Committee’s attorneys, accountants and financial advisors, and TD, its current and former directors, officers, employees, consultants and agents utilized in the Chapter 11 Case and attorneys (including the agents, servants and employees of the attorneys).

1.39 **“Fifty Percent Distribution”** means the total Distribution to be received by the Holders of General Unsecured Claims, which shall be Distributions equaling 50% of each such Holder’s General Unsecured Claim.

1.40 **“Final Decree”** means the order to be entered by the Bankruptcy Court closing the Chapter 11 Case in accordance with section 350(a) of the Bankruptcy Code and Bankruptcy Rule 3022.

1.41 **“Final Order”** means an order, ruling or judgment of the Bankruptcy Court or any other court of competent jurisdiction (a) as to which the time to appeal, petition for *certiorari*, or move for reargument or rehearing has expired and as to which no order, ruling or

judgment, appeal, petition for *certiorari*, or other proceedings for reargument or rehearing shall then be pending; or (b) as to which any right to appeal, petition for *certiorari*, reargue, or rehear shall have been waived in writing satisfactory to Debtors or, on or after the Effective Date, the Reorganized Debtors; or (c) as to which, in the event that an appeal, writ of *certiorari*, or reargument or rehearing thereof there shall have been a determination denying any relief by the highest court to which such order was appealed, or *certiorari*, reargument or rehearing granted, and the time to further appeal, petition for *certiorari* or move for reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be filed with respect to such order shall not render such order a non-Final Order.

1.42 **“General Unsecured Claim”** means any Allowed Claim which does not qualify as an Administrative Expense Claim, Priority Claim, Priority Tax Claim, Santander Claim, TD Secured Claim or any Other Secured Claim and which is not an Interest.

1.43 **“Holder”** means any Entity that holds a Claim or Interest.

1.44 **“Impaired”**, when used with respect to any Claim, Interest or Class, has the same meaning as that contained in section 1124 of the Bankruptcy Code.

1.45 **“Intercompany Claim”** means any claim (including an Administrative Expense Claim), Cause of Action, or remedy asserted or that could be asserted against a Debtor by another Debtor.

1.46 **“Insider”** shall have the meaning given to such term in section 101(31) of the Bankruptcy Code.

1.47 **“Insider Claims”** means any and all Claims against the Debtors held by Insiders, including, but not limited to, the Debtors’ loan obligation to Elizabeth Rubino in the amount of \$500,000, but excluding Intercompany Claims.

1.48 **“Interest”** means any equity interest in the Debtors, including, but not limited to, membership interests, shares of common stock, any stock rights, options, warrants, calls, subscriptions, or other similar rights, agreements, or commitments or other outstanding agreements obligating the Debtors to issue, transfer, or sell any shares of any type of stock of Debtors.

1.49 **“Lien”** means with respect to an asset or interest of the Debtors, any mortgage, lien, pledge, charge, encumbrance or other security interest of any kind affecting such asset as set forth in section 101(37) of the Bankruptcy Code.

1.50 **“Maximum Amount”** means, with respect to any Disputed Claim: (a) the amount agreed to by the Debtors or the Reorganized Debtors and the Holder of such Claim; (b) the amount, if any, estimated or determined by the Bankruptcy Court in accordance with Bankruptcy Code sections 502(c) or 503(b) in the event such Disputed Claim is a Disputed Administrative/Priority Claim; or (c) absent any such agreement, estimation or determination, the liquidated amount set forth in the proof of claim filed by the Holder of such Claim, or if no amount is so set forth, the amount estimated by the Debtors or Reorganized Debtors.

1.51 **“Operating Expenses”** shall mean all costs and expenses related to the (a) administration of the Post-Confirmation Estate pursuant to the Plan, (b) the investigation, enforcement, abandonment, prosecution, resolution, defense against, compromise and settlement of all Disputed Claims and objections thereto, (c) the sale, abandonment, and collection of all non-Cash Post-Confirmation Estate Assets, and (d) the wind-down of the Bankruptcy Case,

including without limitation, the expenses of the Reorganized Debtors in connection with the foregoing (including the fees and expenses of all professionals).

1.52 **“Other Secured Claim”** means the claim of the Holder of a Secured Claim other than the Secured Claim held by TD.

1.53 **“Person”** shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

1.54 **“Petition Date”** means December 17, 2014.

1.55 **“Plan”** means the **First Amended** plan of reorganization, and any exhibits annexed hereto and any documents delivered in connection herewith, as the same may be amended or modified from time to time as and to the extent permitted herein or by the Bankruptcy Court and/or the Bankruptcy Code.

1.56 **“Plan Covenants”** means the covenants that are to be in effect and observed by the Reorganized Debtors as part of the treatment of Class 4 Creditors under the Plan. Such covenants are attached to the Plan as Exhibit “A” and are hereby incorporated by reference into this Plan.

1.57 **“Plan Rate”** means (i) with respect to a Tax Claim or a Secured Claim that would otherwise be a Tax Claim if it was not secured, the rate of interest prescribed by applicable non-bankruptcy law; (ii) with respect to the TD Secured Claim, 4.65% per annum; and (iii) notwithstanding the foregoing, if it is determined by a Final Order of the Bankruptcy Court that the rate of interest provided by subsections (i) or (ii) is not sufficient, such rate of interest as is determined by a Final Order of the Bankruptcy Court to be sufficient.

1.58 **“Post-Confirmation Estate”** shall mean the post-Confirmation Date Estate of the Debtors comprised of (a) the Post-Confirmation Estate Assets, (b) such additional or different

corpus, assets or investments, if any, as the Reorganized Debtors may from time to time acquire and/or hold and administer under the provisions of the Plan and (c) any and all dividends, rents, royalties, income, proceeds, and other receipts of, from or attributable to the foregoing.

1.59 **“Post-Confirmation Estate Assets”** shall mean all of the Debtors’ (a) Cash held in the accounts maintained by the Debtors as of the Effective Date, and (b) any and all other Property as of the Effective Date.

1.60 **“Premises Leases”** means the leases of nonresidential real property under which the Debtors are lessees or which have been assigned to either of the Debtors Postpetition, and which are of premises located at (i) 21 Hyde Road, Farmington, Connecticut; (ii) 7 Corporate Avenue, Farmington, Connecticut; (iii) One Hartford Square, New Britain, Connecticut; and (iv) Suite No. 1070 on the tenth floor of that certain office building located at 525 Okeechobee Boulevard, West Palm Beach, Florida.

1.61 **“Postpetition”** means occurring, arising or happening after the Petition Date.

1.62 **“Prepetition”** means occurring, arising or happening before the Petition Date.

1.63 **“Priority Claim”** means any Claim, other than a Priority Tax Claim or an Administrative Expense Claim, which is entitled to priority treatment under section 507(a) of the Bankruptcy Code.

1.64 **“Priority Tax Claim”** means any Claim which is entitled to priority treatment under section 507(a)(8) of the Bankruptcy Code.

1.65 **“Professional Fees”** means any claim for compensation and/or reimbursement of expenses under sections 330, 331 or 503(b) of the Bankruptcy Code by any Professionals which must be applied for in accordance with the Bankruptcy Code and the Plan and must be allowed by the Bankruptcy Court before payment thereof may be made.

1.66 **“Professionals”** means any attorneys, accountants, appraisers, consultants, and other professionals retained or to be compensated pursuant to an order of the Bankruptcy Court pursuant to, *inter alia*, sections 327, 328, 330, 503(b) or 1103 of the Bankruptcy Code in the Chapter 11 Case.

1.67 **“Property”** means all of the Debtors’ assets, any personal property, including without limitation, any and all of the Debtors’ accounts receivable, inventory, machinery and equipment, vehicles, contracts, tax refunds, interests, Cash, Causes of Action, products, general intangibles, books and records, and other assets and personal property of any kind or description.

1.68 **“Pro Rata”** means proportionally, so that the ratio of the amount of consideration distributed on account of a particular Allowed Claim to the Allowed amount of the Claim is the same as the ratio of the amount of consideration distributed on account of all Allowed Claims of the Class in which the particular Claim is included to the aggregate amount of the Allowed Claims of the Class.

1.69 **“Prostar”** means Prostar, Inc. as Debtor and Debtor in Possession in the Chapter 11 Case.

1.70 **“Rejection Damage Claim”** means any Claim arising from the rejection of any executory contract or unexpired lease in accordance with Article VIII of the Plan.

1.71 **“Rejection Damages Bar Date”** means the date established under the Bar Date Order for filing timely proofs of Claim for any Rejection Damage Claim which is the date that is the later of either (a) the Bar Date; (b) the first business day that is at least thirty (30) calendar days after entry of an order authorizing the rejection of the respective executory contract or unexpired lease; or (c) such date as the Court may fix in the applicable order authorizing such rejection.

1.72 **“Related Documents”** means the Plan and any documents necessary to consummate the transactions contemplated by the Plan.

1.73 **“Reorganized Debtors”** means the Debtors from and after the Confirmation Date.

1.74 **“Santander”** means Santander Bank, N.A.

1.75 **“Santander Claim”** means the Claim of Santander based on the Santander Guaranty.

1.76 **“Santander Guaranty”** means the Commercial Guaranty executed as of March 26, 2008 by the Debtors, Elizabeth A. Rubino and VHR Development, LLC in favor of Sovereign Bank, as subsequently assigned to Santander, to secure the principal obligation of Rubino, LLC, a copy of which is attached to the Proof of Claim of Santander Bank, N.A., Claim No. 61 filed in the Chapter 11 Case.

1.77 **“Schedules”** means the schedules of assets and liabilities in accordance with Bankruptcy Rule 1007(b), filed by the Debtors with the Bankruptcy Court (as same may have been or may be amended from time to time in accordance with Bankruptcy Rule 1009).

1.78 **“Secured Claim”** means a claim that is either secured by a lien on property in which a Debtors has an interest pursuant to section 506 or 1111(b) of the Bankruptcy Code or subject to setoff under section 553 of the Bankruptcy Code.

1.79 **“TD”** means TD Bank, N.A.

1.80 **“TD Secured Claim”** means the Allowed Secured Claim held by TD against the Debtors, which shall be fixed in the amount of \$13,240,174.24, comprised of principal and accrued interest through October 19, 2015 plus applicable interest pursuant to 11 U.S.C. 506(b) through the Confirmation Date, less any adequate protection payments commencing with the

October 2015 adequate protection payment until the Effective Date. Solely for purposes of allocating Plan payments to TD and determining compliance with the Debt Service Coverage ratio and Borrowing Base formula as set forth in §6.2(b)(i) and (iii) hereof, the TD Secured Claim as of October 19, 2015 (before application of any adequate protection payments from and after October 2015), is comprised of the following components, with reference to the Debtors loan obligations to TD as they existed prior to the Petition Date: (a) TD Loan No. 869098-0001, arising from a Revolving Credit and Term Loan Agreement entered into on January 20, 2012 and in the original principal amount of \$10 million (the “TD Revolving Line”), \$7,436,208.87 in principal and \$433,469.92 in interest accruing at an annual interest rate of 5.75% for a total of \$7,869,678.18; (b) TD Loan No. 869198-0002, arising from an Export Revolving Line of Credit facility entered into on March 17, 2009 and in the original principal amount of \$1,750,000, \$1,645,602.33 in principal and \$88,740.31 in interest accruing at an annual interest rate of 5.75% for a total of \$1,734,342.63; (c) TD Loan No. 869198-9001, arising from an Equipment Line of Credit entered into on November 8, 2011 and in the original principal amount of \$1.6 million, \$1,067,634.90 in principal and \$37,792.70 in interest accruing at an annual interest rate of 3.96% for a total of \$1,105,427.59; and (d) TD Loan No. 869198-9002, arising from a Term Loan Agreement entered into on January 20, 2012 and in the original principal amount of \$5 million, \$2,417,161.73 in principal and \$114,569.05 in interest accruing at an annual interest rate of 4.83% less a negotiated compromise of \$6,643.00 for a total of \$2,530,725.80.

1.81 “**Ultimate**” means Ultimate Nutrition, Inc. as Debtor and Debtor in Possession in the Chapter 11 Case.

1.82 “**Unimpaired**” means not Impaired within the meaning of Section 1124 of the Bankruptcy Code.

1.83 **“United States Trustee”** means any and all representatives of the Office of the United States Trustee for the District of Connecticut.

1.84 **“U.S. Trustee Fees** means all fees assessed against the Debtors’ Estate and the Post-Confirmation Estate under 28 U.S.C. §1930(a)(6).

1.85 **1.85 “VHR”** means VHR Development, LLC.

C. Rules Of Interpretation

For purposes of the Plan (1) any reference in the Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (2) any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified or supplemented, (3) unless otherwise specified, all references in the Plan to Sections, Articles, Schedules and Exhibits are references to Sections, Articles, Schedules and Exhibits of or to the Plan, (4) the words "herein" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan, (5) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan, and (6) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

D. Computation Of Time

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

E. Governing Law

Except to the extent that the Bankruptcy Code or Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in

accordance with the laws of, the State of Connecticut, without giving effect to its conflicts of law provisions or choice of law rules.

ARTICLE II

Certain Inter-Creditor and Inter-Debtor Issues

2.1 Settlement of Certain Inter-Creditor Issues.

The treatment of Claims and Interests under this Plan represents, among other things, the settlement and compromise of certain potential inter-creditor disputes.

2.2 Formation of Debtor Groups for Convenience Purposes.

The Plan groups the Debtors together solely for purposes of describing treatment under the Plan, voting on and confirmation of the Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under the Plan. Accordingly, for voting, confirmation and Distribution purposes only, any obligation of either Ultimate or Prostar shall be treated as a single obligation, and each Claim filed against or otherwise Allowed against either of Ultimate or Prostar shall be deemed filed and Allowed against the consolidated Debtors. Such limited consolidation shall not and shall not be deemed to (other than for purposes related to the Plan): (i) affect the legal and corporate structures of the Reorganized Debtors, (ii) cause any Debtor to be liable for any Impaired Claim or Unimpaired Claim under the Plan for which it otherwise is not liable, and the liability for any such Claim shall not be affected by such consolidation, (iii) affect Intercompany Claims of Prostar against Ultimate and vice versa, (iv) affect any obligations under any leases or contracts assumed under the Plan or otherwise arising subsequent to the filing of the Chapter 11 Case, or (v) affect any obligations to pay quarterly fees to the United States Trustee from and after the Effective Date. Each of the Reorganized Debtors will be deemed a separate and distinct entity, properly capitalized, vested with all of the Property of such Debtor as they existed immediately prior to the Effective Date and having the liabilities

and obligations provided for under the Plan. In addition, such consolidation and groupings shall not change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, nor cause the transfer of any assets; and, except as otherwise provided by or permitted in the Plan.

2.3 Intercompany Claims.

Notwithstanding anything to the contrary herein, after the Effective Date, any and all Intercompany Claims will be reinstated, adjusted (including by contribution, distribution in exchange for new debt or equity, or otherwise), paid only in the ordinary course of business and consistent with the Debtors' past business practices, continued, cancelled or discharged to the extent reasonably determined appropriate by the Reorganized Debtors. Any such transaction may be effected subsequent to the Effective Date without any further action by or order of the Bankruptcy Court or by the stockholders of any of the Reorganized Debtors.

ARTICLE III

Treatment of Administrative Expense Claims

3.1 Administrative Expense Claims. Administrative Expense Claims are not classified under the Plan in accordance with section 1123(a)(1) of the Bankruptcy Code. Each Allowed Administrative Expense Claim shall be paid in full in Cash on the later of (a) the Distribution Date, or (b) in the event such Administrative Expense Claim is not Allowed as of the Distribution Date, the date on which the Bankruptcy Court enters an order allowing such Administrative Expense Claim, or (c) such later date as the Debtors (or, if it is after the Distribution Date, the Reorganized Debtors) and the Holder of such Allowed Administrative Expense Claim otherwise agree in writing, or as soon thereafter as is practicable; *provided, however,* that Allowed Administrative Expense Claims incurred by the Debtors in the ordinary course of their business shall be paid in full or performed by the Debtors or Reorganized Debtors

in accordance with the terms and conditions of the particular transactions giving rise to such Administrative Expense Claim and any agreements related thereto.

Any Claimant seeking allowance of an Administrative Expense Claim for an Administrative Expense Claim which has not previously been filed by the applicable Bar Date, the amount of which is not agreed to in writing by the Debtors or the Reorganized Debtors and the Claimant, or otherwise Allowed by a Final Order, shall, to the extent required by the Bankruptcy Court in any order setting the Administrative Bar Date, file proof of its Administrative Expense Claim with the Bankruptcy Court and serve a copy thereof upon (i) the Debtors' counsel, Pullman & Comley, LLC, 850 Main Street, Bridgeport, CT 06604, Attn: Irve J. Goldman, Esq.; (ii) Counsel to the Committee, Lowenstein, Sandler, LLP, 65 Livingston Avenue, Roseland, NJ 07068, Attn: Bruce Buechler, Esq. and (iii) the United States Trustee, 157 Church Street, 18th Floor, New Haven CT 06510, Attn: Abigail Hausberg, Esq., no later than the Administrative Bar Date; *provided, however*, that with respect to any such timely filed Administrative Expense Claim, such Claim shall be Allowed only if (i) the amount is agreed to in writing by the Debtors or the Reorganized Debtors and such Claimant, (ii) no objection to the allowance thereof is interposed by the Debtors or the Reorganized Debtors on or before thirty (30) days after the Distribution Date, or such other date as may be established by the Bankruptcy Court, or (iii) if an objection is interposed, (x) such Administrative Expense Claim has been allowed by a Final Order, or (y) such objection is withdrawn. With respect to Claimants seeking allowance of Professional Fees as Administrative Expense Claims, all applications for final compensation of Professionals for services rendered and for reimbursement of expenses incurred for any period prior to the Effective Date must be filed no later than (45) days following the

Effective Date, and shall be deemed Allowed following entry by the Bankruptcy Court of any Final Order or orders allowing same.

Each Administrative Expense Claim Claimant who seeks allowance of an Administrative Expense Claim (a) that is not agreed to in writing by the Debtors or the Reorganized Debtors and the Claimant, or otherwise allowed by a Final Order, and that fails to timely and duly file a proof of its Administrative Expense Claim, or (b) for Professional Fees for which no timely application has been filed, as provided for in the Plan, shall have its Claim expunged and shall thereafter be forever barred from asserting any such Administrative Expense Claim. Except as otherwise specified in the Plan or a Final Order of the Bankruptcy Court, the Allowed Amount of an Allowed Administrative Expense Claim shall not include interest on such Claim from and after the Petition Date. The Allowed Administrative Expense Claims of the Debtors' Professionals and the U.S. Trustee Fees will be paid from the business operations of the Debtors or Reorganized Debtors.

Notwithstanding anything to the contrary in this Plan, 503(b)(9) Claims shall be paid in full in Cash on the Effective Date and shall not be subject to further objection or offset.

ARTICLE IV

Treatment of Priority Tax Claims

4.1 Priority Tax Claims. Priority Tax Claims are not classified under the Plan in accordance with section 1123(a)(1) of the Bankruptcy Code. As of the filing of the Plan, no Priority Tax Claims were filed or listed.

Each holder of a Priority Tax Claim that has not been paid prior to the Effective Date shall be paid in full in Cash on the later of (i) the Effective Date, (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as is practicable; or (iii) at the Debtors' option, monthly cash installment payments, with interest at

the Plan Rate, commencing on the later of the Effective Date or the date such claim becomes allowed to a period not exceeding five years from the Petition Date. The holder of an Allowed Priority Tax Claim shall not be entitled to receive any payment on account of interest, or on account of any penalty arising with respect to or in connection with the Allowed Priority Tax Claim, except to the extent allowed as a part of an Allowed Priority Tax Claim pursuant to Section 507(a)(8) of the Bankruptcy Code.

ARTICLE V

Classification of Claims and Interests

5.1 Designation of Classes Pursuant to Sections 1122 and 1123(a)(1) of the Bankruptcy Code. Set forth at Section 5.3 below is the designation of Classes of Claims and Interests.

5.2 Allowed Amount in a Particular Class. An Allowed Claim or Allowed Interest is part of a particular Class only to the extent of the amount that the Allowed Claim or Allowed Interest qualifies for treatment within that Class and is in a different Class to the extent that the remaining amount of the Allowed Claim or Allowed Interest qualifies for treatment within that different Class.

5.3 Classes. All Allowed Claims and Allowed Interests shall be divided into the following Classes, which Classes shall be mutually exclusive:

- (a) Class 1. Class 1 consists of all Priority Claims.
- (b) Class 2. Class 2 consists of the TD Secured Claim.
- (c) Class 3. Class 3 consists of all Other Secured Claims.
- (d) Class 4. Class 4 consists of General Unsecured Claims.
- (e) Class 5. Class 5 consists of the Santander Claim.
- (f) Class 6. Class 6 consists of Insider Claims.

(g) Class 7. Class 7 consists of all Interests.

ARTICLE VI

Treatment of Claims and Interests

6.1 Class 1: Priority Claims.

Treatment. Class 1 consists of Priority Claims. Each holder of a Priority Claim that has not been paid prior to the Effective Date shall be paid in full in Cash on the later of (i) the Effective Date, and (ii) the date on which such Priority Claim becomes an Allowed Priority Claim, or as soon thereafter as is practicable. The holder of an Allowed Priority Claim shall not be entitled to receive any payment on account of interest, or on account of any penalty arising with respect to or in connection with the Allowed Priority Claim, except to the extent allowed as part of an Allowed Priority Claim pursuant to Section 507(a)(8) of the Bankruptcy Code.

Class 1 is Unimpaired under the Plan.

6.2 Class 2: Allowed TD Secured Claim.

Treatment. Class 2 consists of the TD Secured Claim. The following treatment is provided for the TD Secured Claim:

(a) Payment Terms

(i). For the first two months after the Effective Date, beginning on the Distribution Date, TD shall be paid in each such month the greater of the amount of interest on the TD Secured Claim at the Plan Rate or \$50,000.

(ii). For the next 17 months, up until the month in which the Holders of General Unsecured Claims in Class 4 are paid in full their Fifty Percent Distribution, TD shall be paid the sum of \$110,000 per month, which shall be allocated to monthly interest on the TD Secured Claim at the Plan Rate, with the balance of the \$110,000 payment to be allocated to the principal component of the TD Secured Claim.

(iii). For the next five months, ending on the 24th month from the month in which the first Distribution Date occurs, TD shall receive monthly payments in the amount set forth in §6.2(a)(ii) hereof, to be allocated as set forth therein, plus the additional monthly sum of \$110,000, which latter sum shall be applied entirely toward the principal component of the TD Secured Claim.

(iv). Beginning in the 25th month from the month in which the first Distribution Date occurs, the then-existing balance of the TD Secured Claim shall be paid as follows: monthly payments of principal and interest at the Plan Rate based on a straight amortization of the TD Secured Claim over a period of four years.

(v). Notwithstanding the foregoing, the Reorganized Debtors shall be entitled to the following discounts from the TD Secured Claim if payment of the TD Secured Claim, less the discounts, is made within the following time periods following Confirmation of the Plan, provided there is no uncured default in TD's Plan treatment at the time of payment:

- Months 1 -12 after the Confirmation Date: \$1,250,000
- Months 13-24 after the Confirmation Date: \$1,000,000
- Months 25-36 after the Confirmation Date: \$750,000

In addition, provided there is no uncured default in TD's Plan treatment at the time of payment, TD would also agree to waive all Postpetition interest that has accrued on its Prepetition Claim, up to November 1, 2015, totaling \$593,511.19, in the event payment in full of the TD Secured Claim, less the applicable payment discount, is made within 36 months of Confirmation.

(vi). TD shall retain its Liens, replacement liens and all perfected security interests on the Reorganized Debtors' Property, with the same validity, extent and effect TD's Liens had as of the Petition Date.

(vii) All payments to TD shall be made payable to TD Bank, N.A. and sent to:

Bethany H. Buitenhuis
TD Bank, N.A.
PO Box 9540
Portland, ME 04112-9540

(b) Financial Covenants

(i). **Debt Service Coverage.** While the TD Secured Claim remains outstanding, the Reorganized Debtors and VHR agree to maintain a Debt Service Coverage Ratio ("DSC"), to be tested annually at their fiscal year end (December 31 of each year), of not less than 1.00 to 1.00. The Debt Service Coverage Ratio is defined as the Reorganized Debtors' and VHR's earnings before interest, taxes, depreciation and amortization minus taxes paid, shareholder and member distributions, dividends and loan payments and/or advances to related parties, officers, directors, members or owners, as the case may be, all on a consolidated basis, divided by scheduled principal payments on all of their long-term debt and/or capital leases plus interest expense for the applicable twelve (12) month period. The first DSC test will be for the period of January 1, 2016 to December 31, 2016.

(ii). **Cure Period for DSC.** The Reorganized Debtors and VHR shall be provided with a 30-day cure period after submission of CPA-reviewed statements (as set forth in §6.2(c)(i)(1) hereof), not to extend beyond May 30th of any given year, to provide an equity injection or other cash infusion into the Reorganized Debtors and VHR to meet the DSC requirement if it has not been met. Cure proceeds would be permanent capital or subordinate debt (subordinated to both TD and the payments to Holders of Allowed Unsecured Claims in

Class 4 hereof) and would be added to the top line of the calculation for the respective period. The Reorganized Debtors and VHR may also add the first quarter of the following year into a recalculation and delete the initial quarter in the calculation if they so choose. If the recalculation is greater than 1.00 times debt service coverage, the DSC default is cured. The Reorganized Debtors shall identify the calculations and the quarters used in the determination of the DSC to be provided to TD within 120 days of their financial year-end.

(iii). **Borrowing Base Formula.** The Reorganized Debtors shall observe the domestic borrowing base formula that was in effect under TD's Prepetition loan documents, as applied to the component of the TD Secured Claim representing the amount that would be considered outstanding on the TD Revolving Line, with the following modifications: (1) "Eligible inventory" will be counted at 65% of cost and shall include quarantined and non-labeled inventory not to exceed \$750,000; and (2) the portion of the TD Secured Claim that is attributable to the TD Revolving Line will be reduced each month by a pro-rata portion of the Plan payments to TD, which shall be deemed as Fifty-Nine (59%) percent. The Reorganized Debtors shall report the Borrowing Base results on a monthly basis no later than 10 days from month-end. In addition to regularly scheduled Plan payments, in the event proceeds are generated through inventory sales outside of the normal course of business (i.e. product manufacture), a corresponding payment equal to those net proceeds, defined as actual price less reasonable and customary costs of the sale, will be required and applied as an additional principal reduction to that portion of the TD Secured Claim that is attributable to the TD Revolving Line.

(c). **Reporting.** The Reorganized Debtors shall provide the following reports to TD:

(i). Annual reporting as follows:

(1) CPA prepared and reviewed statements (to include detailed notes to financial statements, schedules of cost of goods sold, selling, general and administrative expenses and consolidating schedules), including the management letter, which shall be due within 120 days of fiscal year-end;

(2) an operating forecast (budget) which shall be provided within 30 days of fiscal year end;

(3) updated personal financial statements and copies of federal income tax returns (including any extension requests) which shall be provided within 30 days of filing for all non-debtor guarantors.

(ii). Quarterly reporting for each quarter ending 3/31, 6/30, and 9/30, to consist of a profit and loss statement and balance sheet prepared by a CPA, which shall be provided within 30 days of each quarter end.

(d) Other Terms and Requirements:

(i). The Reorganized Debtors shall maintain the existing key-man life insurance policies on Brian Rubino, which shall be assigned to TD (if not currently) and to remain in effect at all times until the TD Secured Claim is paid in full;

(ii). All non-debtor guarantees of the TD Secured Claim shall be reaffirmed by the respective non-debtor guarantors on or before the Effective Date, but TD shall forbear from enforcing such guarantees for so long as there are no uncured defaults in TD's Plan treatment. TD reserves the right to assert other claims against the non-debtor guarantors, but may only do so if there is an uncured default in TD's Plan treatment. Any applicable statute of limitations period relating to such claims against the non-debtor guarantors shall be tolled;

(iii). The Reorganized Debtors shall maintain and provide proof of adequate insurance coverage in an amount equal to or greater than the amount outstanding on the TD Secured Claim at all times, with TD named as loss/mortgage payee;

(iv). All insider or shareholder debt shall remain fully subordinate to the TD Secured Claim;

(v). Any net proceeds, defined as actual price less reasonable and customary costs of the sale, from the sale of the Reorganized Debtors' assets outside the regular course of business will be required to paydown outstanding TD Secured Claim, with the exception of machinery and equipment which may be sold and used to replace/upgrade with similar machinery and equipment, so long as the value of new machinery and equipment is the same or greater than the items replaced or upgraded and the replacement or upgrade is made within a reasonably prompt period of time after sale of the machinery or equipment. The Reorganized Debtors shall provide replacement liens to TD on any replaced or upgraded equipment;

(vi). Reorganized Debtors and the non-debtor guarantors agree not to transfer any of their assets without receiving reasonable equivalent value in exchange;

(vii). All shareholder/insider dividends and distributions in excess of tax liabilities shall be prohibited until the TD Secured Claim is paid in full;

(viii). In the event of any uncured non-payment default while Plan payments to TD continue, TD must move before the Bankruptcy Court on an expedited basis (and the Reorganized Debtors have no objection to an expedited hearing) for permission to enforce its non-bankruptcy rights and establish that any non-payment default creates an unreasonable risk that the TD Secured Claim will not be paid or satisfied in full.

(ix). If the Reorganized Debtors file any subsequent chapter 11 petition while the TD Secured Claim remains outstanding, it will be governed by the law on repeat chapter 11 filings, which under current law, provides that a second chapter 11 filing can only be upheld “on a showing of unanticipated changes in circumstances that were not foreseeable at the time the first plan was confirmed, *see In re 1633 Broadway Mars Restaurant Corp.*, 388 B.R. 490, 500 (Bankr. S.D.N.Y. 2008), and requires the debtor to establish that it has “a genuine need to reorganize, and these unforeseen changes in circumstance must contribute to the debtor's default under its obligations from the earlier bankruptcy. However, so as not to undercut §1127(b), courts construe the concept of material change in circumstances quite narrowly.” *Id.*

(x). The guarantors of the TD Secured Claim shall acknowledge on or before the Effective Date that the cross-default provisions contained in their respective loan and/or guarantee documents with TD shall remain in place and shall not be affected by Confirmation of the Plan.

(xi). The Reorganized Debtors shall have the right to pre-pay, in whole or in part, the TD Secured Claim without penalty.

(xii) The Reorganized Debtors shall execute two (2) notes, solely for the administrative convenience of TD Bank, which shall solely and strictly incorporate by reference the Treatment of the TD Bank Secured Debt. One Note shall be comprised of the “TD Revolving Line” as is more particularly identified in Section 1.78(a) of the Plan and a Second Note shall be comprised of the remaining three notes more particularly identified as Sections 1.78(b), (c) and (d) of the Plan. The form of the notes will be mutually agreed to by the Debtors and TD Bank and shall not be enforceable by TD Bank.

(xiii) Non Debtor Guarantor, VHR, shall release TD Bank, its current and former directors, officers, employees and attorneys (including the agents, servants and employees of the attorneys) from any and all claims, interests, obligations, rights, suits, damages, cause of action, remedies, and liabilities whatsoever in law, equity or otherwise solely and exclusively regarding any and all action taken by TD Bank, N.A., relating to “stop payments” and/or “sweep” of VHR accounts up until December 17, 2014 that VHR has or would have been legally entitled to assert.

(e) Cure Periods.

(i). For any payment default in TD’s treatment under the Plan, the Reorganized Debtors shall have a 10 day cure period after receiving written notice of default from TD. Written notice does not need to be in a certified format –and may include, but is not limited to, regular mail and e-mail transmission – and TD is not required to receive confirmation of receipt of the notice of default from the Reorganized Debtors. Notice of default shall be provided to the Reorganized Debtors and their counsel as set forth in §14.9 hereof.

(ii). For any non-payment default in TD’s treatment under the Plan, other than any DSC default as outlined in §6.2(b)(ii) hereof, the Debtors will be provided with a written notice of default (including email notification) and a 30-day right to cure from the date notice of default is received. Notice of default shall be provided to the Reorganized Debtors and their counsel as set forth in §14.9 hereof.

Full Settlement. The treatment and consideration to be received by the Holder of the Allowed Claim in Class 2 shall be the full and final treatment of its Claim.

Class 2 is Impaired under the Plan.

6.3 Class 3: Other Secured Claims.

Treatment. Class 3 consists of all Other Secured Claims. On the later of (i) the Effective Date or (ii) the date on which the Other Secured Claim becomes an Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim shall receive one of the following treatments: (aa) Reorganized Debtors shall abandon to the Holder of such Allowed Other Secured Claim any collateral against which such Holder has a valid and perfected security interest or lien as the indubitable equivalent of such Allowed Claim; (bb) the legal, equitable and contractual rights to which such Allowed Other Secured Claim entitles the Holder shall remain unaltered; (cc) such Holder's Allowed Other Secured Claim shall be reinstated and not Impaired in accordance with section 1124(2) of the Bankruptcy Code, or (dd) the Holder will be afforded such other treatment as mutually agreed to by the Debtors and/or Reorganized Debtors and such Holder.

Full Settlement. The treatment and consideration to be received by Holders of Allowed Claims in Class 3 shall be in full and final satisfaction of their respective Claims.

Class 3 is Unimpaired under the Plan.

6.4 Class 4: General Unsecured Claims.

Treatment. Class 4 consists of all Allowed General Unsecured Claims. The following treatment shall be provided to the Holders of Allowed General Unsecured Claims:

(a) Each Holder of a General Unsecured Claim shall receive their Pro Rata share of the Fifty Percent Distribution payable in Cash by the Reorganized Debtors as follows: in monthly Cash installments beginning on the Distribution Date and continuing on the first Business Day of each month thereafter until payment of the Fifty Percent Distribution is paid. The amount of the required monthly Cash installment to be paid by the Reorganized Debtor on a Pro Rata basis to each Holder of a General Unsecured Claim shall be \$50,000 for the first and

second months with the first monthly payment due on the Distribution Date and thereafter it shall be \$110,000 per month, except that in the final month (which is the 19th month after the Effective Date) the amount to be paid by the Reorganized Debtors Pro Rata to Holders of General Unsecured Claims shall be in such amount as necessary to pay in full the Fifty Percent Distribution. The Reorganized Debtors shall pay each monthly installment to Holders of General Unsecured Claims from a separate bank account, with the payments to be made by check. The Reorganized Debtors shall provide the Creditors' Oversight Committee, through its financial advisor, with electronic "view" access to the segregated bank account upon which these checks will be written to ensure and provide proof that the monthly payments to Holders of General Unsecured Claims have been made. The Reorganized Debtors shall have the right to pre-pay, in whole or in part, the Fifty Percent Distribution, without penalty.

(b) During the period from the Confirmation Date to full payment of the Fifty Percent Distribution, in the event of a sale of the equity Interests of the Reorganized Debtors or a sale of all or substantially all of the Reorganized Debtors' Property, each Holder of an Allowed General Unsecured Claim shall be paid its Fifty Percent Distribution, minus all amounts paid to such Holder through the date the transaction closes, at the time of the closing on said transactions, subject to TD Bank liens, replacement liens and perfected security interests.

(c) The Creditors' Oversight Committee will represent the interests of Class 4 Creditors by monitoring the Reorganized Debtors' compliance with their obligations under the Plan to Class 4 Creditors. The Creditors' Oversight Committee shall be entitled to utilize the services of Lowenstein Sandler LLP, Neubert, Pepe & Monteith, and GlassRatner Advisory & Capital Group, LLC Post-Confirmation. The fees and expenses of these professionals incurred

from and after the Effective Date until full payment of the Fifty Percent Distribution shall be paid by the Reorganized Debtors in an amount not to exceed \$15,000 per year (or pro-rated for a portion of a calendar year) in accordance with invoices to be provided to the Reorganized Debtors, to be paid in accordance with section 11.9(b) of this Plan, subject to their right to have any disputed issues relating thereto resolved by the Bankruptcy Court.

(d) The Plan Covenants shall be in effect and observed by the Reorganized Debtors until full payment of the Fifty Percent Distribution.

(e) In the event the Reorganized Debtors default on any of their monetary or other obligations under the Plan, including the Plan Covenants, the Creditors' Oversight Committee shall give written notice (e-mail transmission will be acceptable) to the Reorganized Debtors' and their counsel, and the Reorganized Debtors will then have twenty (20) calendar days to cure the default(s). If the default(s) is one based on non-payment of the monthly Cash installments due to Class 4 Creditors and occurs for two consecutive months without cure (except for the final monthly installment), the amount due to the Class 4 Creditors shall be reinstated to the full amounts owing to them on the Petition Date, less all amounts previously paid under the Plan, and shall be accelerated and immediately due and payable subject to TD Bank liens, replacement liens and perfected security interests. The Creditors' Oversight Committee shall be agreed to and deemed to have standing to enforce the Plan treatment of Class 4 Creditors and to seek to compel payment of amounts due to Class 4 Creditors in the Bankruptcy Court or any other Court of competent jurisdiction, and the right to recover against the Reorganized Debtors all fees and costs in taking such action, including reasonable fees of attorneys and financial professionals, in addition to each individual Creditor having the right to

sue or take such other action as appropriate to collect in the event of a default by the Reorganized Debtors under the Plan.

Full Settlement. The treatment and consideration to be received by Holders of General Unsecured Claims in Class 4 shall be in full and final satisfaction of their respective Claims.

Class 4 is Impaired under the Plan.

6.5 Class 5. Santander Claim.

Treatment. Class 5 consists of the Santander Claim. The Santander Claim will be treated according to one of the following two alternatives, depending on whether Santander votes to accept or reject the Plan:

(a) If Santander votes to accept the Plan, the Santander Guaranty, on which the Santander Claim is based, shall survive and remain in full force and effect after Confirmation, but shall be modified in the following respects: (i) prior to asserting any Claims against the Reorganized Debtors under the Santander Guaranty, Santander shall first seek in good faith to collect the principal obligation for which the Santander Guaranty was provided from Rubino, LLC and any collateral securing such principal obligation and establish that such collection efforts were unsuccessful in collecting the full amount of the principal obligation of Rubino, LLC to Santander; (ii) the financial covenants and financial reporting requirements in the Santander Guaranty shall no longer apply to the Reorganized Debtors; and (iii) the security interest granted by the Debtors in the Santander Guaranty shall be deemed avoided pursuant to section 544(a)(1) of the Bankruptcy Code and shall thereby be deemed null, void and of no effect.

(b) If Santander votes to reject the Plan, the Santander Guaranty shall survive and remain in full force and effect after Confirmation, **but from and after the Effective Date, Santander shall be temporarily enjoined, pursuant to section 105 of the Bankruptcy Code, from proceeding against the Debtors on the Santander Guaranty for collection of all or part of the Santander Claim, said injunction to remain in effect only for so long as Rubino, LLC, the principal obligor on the obligation for which the Santander Guaranty was given, is not in default of payments on that obligation and Santander is unable to collect the principal obligation from Rubino, LLC or any real estate or other collateral securing the same.**

Full Settlement. The treatment to be received by Santander as the Holder of the Santander Claim shall be in full and final satisfaction of the Santander Claim

Class 5 is Impaired under the Plan.

6.6 Class 6: Insider Claims.

Treatment. Class 6 shall consist of Insider Claims. The Holders of Insider Claims shall be subordinated in payment to Class 2 and 4 Creditors and shall not receive any Distribution on account of the Insider Claims until the Class 2 and 4 Claims are paid in full.

Full Settlement. The treatment to be received by Holders of Insider Claims in Class 6 shall be in full and final satisfaction of their Claims.

Class 6 is Impaired under the Plan.

6.7 Class 7: Interests.

Treatment. Class 7 consists of Allowed Interests in the Debtors. On the Effective Date, Holders of Allowed Interests shall continue to hold their same Interests in the Reorganized

Debtors as that they held in the Debtors as of the Petition Date with all rights, remedies and defenses of any Interest Holder expressly reserved.

Class 7 is Unimpaired under the Plan.

ARTICLE VII

Identification of Classes of Claims and Interests Impaired and Unimpaired Under The Plan

7.1 Classes of Claims Impaired by the Plan and Entitled to Vote. The Holders of the TD Secured Claim (Class 2), General Unsecured Creditors (Class 4), the Santander Claim (Class 5), and Insider Claims (Class 6) are Impaired and entitled to vote to accept or reject the Plan.

7.2 Acceptance by an Impaired Class of Claims. Consistent with section 1126(c) of the Bankruptcy Code, and except as provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if the Plan is accepted by Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have timely and properly voted to accept or reject the Plan.

7.3 Class of Claims Unimpaired by this Plan is Conclusively Presumed to Accept this Plan. Holders of Priority Claims (Class 1), Other Secured Claims (Class 3) and Interests (Class 7) are Unimpaired by this Plan. Under section 1126(f) of the Bankruptcy Code, the Holders of such Allowed Claims are conclusively presumed to accept this Plan, and the acceptances of Holders of such Allowed Claims will not be solicited.

7.4 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code ("Cram Down"). With respect to any Impaired Class that does not accept the Plan or is deemed to have rejected the Plan pursuant to Section 1126(f) of the Bankruptcy Code, the Debtors intend to request that the Bankruptcy Court "cram down" such Classes and confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code.

ARTICLE VIII

Controversy With Respect to Impairment

In the event of a controversy as to whether a Class of Claims or Interests is Impaired, the Court shall, after notice and a hearing, determine such controversy.

ARTICLE IX

Unexpired Leases and Executory Contracts

9.1 Assumption and Rejection of Executory Contracts and Unexpired Leases. Except as otherwise provided for herein, as of the Confirmation Date, any executory contract or unexpired lease that has not been expressly assumed or rejected by order of the Bankruptcy Court shall be deemed to have been rejected unless (a) there is then pending before the Bankruptcy Court a motion to assume such unexpired lease or executory contract, or (b) the Bankruptcy Court has entered an order extending the period during which a motion may be made to assume or reject such unexpired lease or executory contract, and such a motion is filed with the Bankruptcy Court before the expiration of such period. The Disclosure Statement and the Plan shall constitute due and sufficient notice of the intention of Debtors to reject all executory contracts and unexpired leases that are not otherwise assumed. The Confirmation Order shall be deemed an order under section 365(a) of the Bankruptcy Code rejecting any such executory contracts and unexpired leases that are not otherwise assumed.

9.2 Assumption of the Premises Leases. Notwithstanding anything contained herein to the contrary, on the Confirmation Date, the Premises Leases shall be deemed assumed by the Debtors as of the Confirmation Date, and the Debtors or Reorganized Debtors, as applicable, shall cure any monetary or non-monetary defaults under such lease agreements on the Effective Date. As to the Premises Lease for the location in West Palm Beach, Florida, described in section 1.60(iv) hereof, that certain Stipulation in Settlement of Contested Matters Between

Ultimate Nutrition, Inc., Nutrition Evolution, LLC and CPT Equity, LLC, is incorporated herein and shall remain in full force and effect from and after the Effective Date.

9.3 Bar Date for Rejection Damage Claims. Unless otherwise provided for by an order of the Bankruptcy Court entered on or prior to the Confirmation Date, any Rejection Damage Claim for an executory contract or unexpired lease rejected by the Plan must be filed with the Bankruptcy Court within thirty (30) days of the Confirmation Date. Any Entity that fails to file its Rejection Damage Claim within the period set forth above shall be forever barred from asserting a Claim against the Debtors, the Estate, or any Property or interests in Property of the Debtors or the Post-confirmation Estate. All Allowed Rejection Damage Claims shall be classified as General Unsecured Claims (Class 4) under the Plan.

ARTICLE X

Means for Effectuating the Plan Implementation Of The Plan

10.1 Continued Corporate Existence and Vesting of Assets in Reorganized Debtors.

(a) Except as otherwise provided in this Plan, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized for the purposes of satisfying their obligations under the Plan and the continuation of their businesses. Subject to observing the Plan Covenants, on or after the Effective Date, each Reorganized Debtor, in its discretion, may take such action as permitted by applicable law and such Reorganized Debtor's organizational documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, but not limited to, causing: (i) a Reorganized Debtor to be merged into another Reorganized Debtor affiliate; (ii) a Reorganized Debtor to be dissolved; (iii) the legal name of a Reorganized Debtor to be changed; or (iv) the closure of a Reorganized Debtor's case

on the Effective Date or any time thereafter. The Certificates of Incorporation or Charters of the Debtors shall be amended to prohibit the issuance of non-voting securities to the extent required by section 1123(a)(6) of the Bankruptcy Code.

(b) On and after the Effective Date, all Property of the Estate, including all claims, rights and Causes of Action and any property acquired by the Debtors under or in connection with this Plan, shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, charges, other encumbrances and Interests, excepting all liens, replacement liens and perfected security interests held by TD and except as otherwise set forth in this Plan and/or the Confirmation Order. Notwithstanding anything to the contrary in this Plan, on the Effective Date, all Avoidance Actions shall be deemed waived and released as against the Holders of General Unsecured Claims under Class 4 of the Plan, except for a Class 4 Claim that is disallowed in its entirety by a Final Order, and the assertion of an Avoidance Action cannot be used as a basis to disallow a General Unsecured Claim. Subject to Section 10.1(a) hereof compliance with the Plan Covenants, on or after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of Property and prosecute, compromise or settle any Claims (including any Administrative Expense Claims) and Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for reasonable Professionals' Fees or related support services without application to the Bankruptcy Court.

(c) On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors may take all actions that may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law and any other terms to which the applicable entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability debt or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, or conversion or dissolution pursuant to applicable state law; and (4) all other actions that the applicable entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

10.2 Plan Funding. The Plan Distributions to be made in Cash under the terms of this Plan shall be funded from (a) the Debtors' Cash on hand as of the Effective Date; (b) monies generated from the operation of the Reorganized Debtors' business; and (c) at the Reorganized Debtors' option, a refinancing or other Cash contribution as may be considered necessary or appropriate to pay or pre-pay the Plan obligations to TD on account of the TD Secured Claim or to the Holders of General Unsecured Claims.

10.3 Cancellation of Existing Securities and Agreements. Except for the purpose of evidencing a right to distribution under this Plan, and except as otherwise set forth herein, on the Effective Date all agreements, instruments, and other documents evidencing, related to or

connected with any Claim or Interest, and any rights of any holder in respect thereof, shall be deemed cancelled, discharged and of no force or effect, except as set forth in this Plan and/or the Confirmation Order. The holders of or parties to such cancelled instruments, securities and other documentation will have no rights arising from or relating to such instruments, securities and other documentation or the cancellation thereof, except the rights provided for pursuant to this Plan.

10.4 Management of the Reorganized Debtors. On and after the Effective Date, the Post-Confirmation Estate will be managed by the Reorganized Debtors. The Reorganized Debtors shall be managed by the same individuals and in the same form and manner as the Debtors.

10.5 Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of notes under or in connection with the Plan, the creation of any mortgage or the making or delivering of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan shall not be subject to any stamp, real estate transfer, mortgage recording or similar tax.

10.6 Execution of Documents. The Reorganized Debtors shall execute, release and deliver all documents reasonably necessary to consummate the transactions contemplated by the terms and conditions of the Plan.

10.7 Filing of Documents. Pursuant to sections 105, 1141(c), 1142(b) and 1146(a) of the Bankruptcy Code, each and every federal, state and local governmental agency or department, shall be directed to accept and record any and all documents and instruments necessary, useful or appropriate to effectuate, implement and consummate the transactions

contemplated by the Plan, and any and all notices of satisfaction, release or discharge or assignment of any Lien, Claim or encumbrance not expressly preserved by the Plan.

10.8 Transactions on Business Days. If the Effective Date or any other date on which a transaction may occur under the Plan shall occur on a day that is not a Business Day, the transactions contemplated by the Plan to occur on such day shall instead occur on the next succeeding Business Day.

10.9 Implementation. Pursuant to the Confirmation Order and upon confirmation of the Plan, the Debtors and the Reorganized Debtors shall be authorized to take all necessary steps, and perform all necessary acts, to consummate the terms and provisions of the Plan. On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate or further evidence the terms and provisions of the Plan and the other agreements referred to herein. The Debtors and the Reorganized Debtors, as the case may be, are hereby authorized, and shall, execute such documents and take such other actions as are necessary to effectuate the transactions provided for in the Plan, without the need for any additional approvals, authorizations or consents.

10.10 Preservation and Vesting of Claims, Rights, Demands and Causes of Action. Pursuant to section 1123 of the Bankruptcy Code, the Reorganized Debtors, on behalf of and for the benefit of the Post-Confirmation Estate, shall be vested with, shall retain, and shall have the authority to prosecute and enforce any and all Causes of Action of a trustee and Debtors-in-possession under the Bankruptcy Code, against any other Entity arising before or after the Effective Date that have not been fully resolved or disposed of prior to the Effective Date, whether or not such Claims or Causes of Action are specifically identified in the Disclosure Statement accompanying the Plan and whether or not litigation with respect to same has been

commenced prior to the Effective Date. Notwithstanding anything to the contrary in this Plan, on the Effective Date, all Avoidance Actions shall be deemed waived and released as against the Holders of General Unsecured Claims under Class 4 of the Plan, except for a Class 4 Claim that is disallowed in its entirety by Final Order, and the assertion of an Avoidance Action cannot be used as a basis to disallow a General Unsecured Claim. The Reorganized Debtors will also be authorized to challenge, object to and/or settle disputed Claims, without first having to seek approval from the Bankruptcy Court, in accordance with the terms and provisions hereof. The Reorganized Debtors will be authorized and empowered to bind the Post-Confirmation Estate thereto. Any settlement by the Reorganized Debtors pursuant to and in accordance with the terms hereof shall be conclusively deemed to be in the best interests of the Post-Confirmation Estate.

10.11 Business Operations. During the period between the Confirmation Date and the Effective Date, Debtors shall exercise ownership and control of all of their Property. Commencing on the Effective Date and, thereafter, Reorganized Debtors will continue operating the pre-Confirmation business of Debtors, and there shall be a strict continuity of the business operations from Debtors to Reorganized Debtors.

ARTICLE XI

Distributions; Disputed Claims Reserve

11.1 Timing of Distributions Due Under Plan. All Distributions and payments required of the Debtors and/or the Reorganized Debtors under the Plan to Holders of Allowed Claims will be paid from the Post-Confirmation Estate on the dates, and in the manner, previously indicated in the Plan.

11.2 Manner of Distributions. At the option of the Reorganized Debtors, Distributions from the Post-Confirmation Estate may be made by wire transfer, check, or such other method as

the Reorganized Debtors deem appropriate under the circumstances. The Reorganized Debtor or their designee shall make all Distributions required by the Plan.

11.3 Cash Payments. Cash payments made pursuant to the Plan will be in U.S. dollars. If such checks are not cashed within one hundred twenty (120) days of the date of the issuance, they shall be void. Requests for reissuance of any check shall be made directly to Reorganized Debtors or their designee in the manner set forth in section 11.8 of this Plan.

11.4 Disputed Claims Reserve.

(a) Within twenty (20) Business Days after the Effective Date, the Reorganized Debtors shall establish the Disputed Claims Reserve, as necessary and applicable. For purposes of establishing the Disputed Claims Reserve, the Reorganized Debtors shall reserve and amount for each Disputed Claim at the Maximum Amount. On the date of any Distribution, the Reorganized Debtors shall deposit into the Disputed Claims Reserve Cash equal to the amount that would be distributable to all Holders of Disputed Claims in respect of all Distributions made on that date, if such Disputed Claims were Allowed in the respective Maximum Amounts. The Reorganized Debtors shall maintain the Disputed Claims Reserve in a segregated, interest bearing account and shall keep records as to the applicable amounts reserved in respect of each Disputed Claim. The Reorganized Debtors shall pay any taxes due and owing with respect to the Disputed Claims Reserve, and reserve all Distributions on account of the Disputed Claims, net of such taxes; *provided, however,* that the Reorganized Debtors may contest in good faith any tax that any taxing authority determines is owed by the Post-confirmation Estate.

(b) In the event any Disputed Claim becomes an Allowed Claim, the amount of such Allowed Claim shall never exceed the Maximum Amount and the Reorganized Debtors

shall distribute to the Holder of such Allowed Claim from the Disputed Claims Reserve the aggregate amount of Cash that such Holder would have received through the date of such Distribution in respect of such Disputed Claim as if such Claim has been an Allowed Claim as of the Effective Date.

(c) From time to time as Disputed Claims are Disallowed or become Allowed Claims in amounts less than its respective Maximum Amounts, the Cash deposited in the Disputed Claims Reserve that otherwise would have been distributed to the holders of such Disputed Claims if such Disputed Claims subsequently had become Allowed Claims in an amount equal to their respective Maximum Amounts (and which as a result is not distributable to such Holders pursuant to this Section 10.3) shall be released from and no longer held in the Disputed Claims Reserve.

11.5 Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930 as determined by the Bankruptcy Court as of the Confirmation Date shall be paid by the Debtors or the Reorganized Debtors on or before the Effective Date from the Post-Confirmation Estate.

11.6 No Interest. Except with respect to Holders of Unimpaired Claims entitled to interest under applicable non-bankruptcy law or as otherwise expressly provided herein, no Holder of an Allowed Claim, including, without limitation, Holders of Allowed General Unsecured Claims under Class 4 of the Plan, shall receive interest on any Distribution to which such Holder is entitled hereunder, regardless of whether such Distribution is made on the Effective Date or thereafter.

11.7 Withholding of Taxes.

(a) The Reorganized Debtors may withhold from any Cash or Property to be distributed under the Plan any Cash or Property which must be withheld for taxes payable by the

Entity entitled to such Distribution to the extent required by applicable law. As a condition to making any Distribution under the Plan, the Reorganized Debtors may request that the Holder of any Allowed Claim provide such Holder's taxpayer identification number and such other certification as may be deemed necessary to comply with applicable tax reporting and withholding laws.

(b) Notwithstanding any other provision of the Plan, each Entity receiving a Distribution of Cash pursuant to the Plan will have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on it by any governmental unit on account of such Distribution, including income, withholding and other tax obligations.

11.8 Undeliverable or Unclaimed Distributions.

(a) All Distributions under the Plan to any Holder of an Allowed Claim shall be made at the address of such Holder as set forth on any proof of claim filed by such Holder or as set forth on the Schedules unless the Reorganized Debtors have been notified in writing after the Effective Date of a change of address. Any Entity that is entitled to receive a Cash Distribution under the Plan but that fails to cash a check within one hundred twenty (120) days of its issuance shall be entitled to receive a reissued check from the Reorganized Debtors for the amount of the original check, without any interest, if such Entity (i) requests, in writing, the Reorganized Debtors to reissue such check, and (ii) provides the Reorganized Debtors with such documentation as the Reorganized Debtors requests to verify in her/his sole discretion that such Entity is entitled to such check. If an Entity fails to cash any check within one hundred twenty (120) days of its issuance or fails to request re-issuance of such check within one hundred eighty (180) days of its issuance, such Entity shall be deemed to have forfeited the amount of the Distribution provided for in such check. Any such forfeited Distributions shall revert to the Post-

Confirmation Estate and the Claim of any Holder or successor to such Holder with respect to such forfeited Distributions shall be discharged and forever barred, notwithstanding any other provisions in the Plan or any federal or state escheat laws to the contrary.

(b) In the event that any Distribution to any Holder of an Allowed Claim is returned to the Reorganized Debtors as undeliverable, no further Distributions will be made to such Holder unless and until the Reorganized Debtors are notified in writing of such Holder's then-current address. All claims for undeliverable Distributions must be made within one hundred eighty (180) days of the issuance of the original check. After such date, all unclaimed Distributions shall revert to the Post-Confirmation Estate and the claim of any Holder or successor to such Holder with respect to such Distribution shall be forfeited, discharged and forever barred, notwithstanding any provisions in the Plan or any federal or state escheat laws to the contrary. Upon such forfeiture of Cash or other Post-Confirmation Estate property, such Cash or Post-Confirmation Estate Assets shall be the Property of the Post-Confirmation Estate.

11.9 Post Effective Date Services by Professionals.

(a) The Professionals retained by the Debtors shall continue to be retained subsequent to the Effective Date for the purpose of rendering services as necessary to consummate the Plan, which services shall include objecting to Disputed Claims and effecting Distributions on Allowed Claims.

(b) The reasonable fees and expenses of the Debtors' Professionals and the professionals utilized by the Creditors' Oversight Committee, incurred after the Effective Date, shall constitute Operating Expenses of the Post-Confirmation Estate and shall be payable upon presentment of a monthly statement for services rendered and for reimbursement of expenses to the Reorganized Debtors. The Reorganized Debtors shall have ten (10) days from the receipt of

any such fee and expense statements to dispute all or part of such statement. Upon the expiration of said ten (10) days, the Reorganized Debtors shall pay the professionals the undisputed portion of such fees and expenses. Any disputes shall be submitted to the Bankruptcy Court for determination. A law firm, accountant or other Professional shall not be disqualified from representing or otherwise serving the Reorganized Debtors or the Post-Confirmation Estate solely because of its current or prior retention as counsel or professional to the parties in interest in the Chapter 11 Case, including, without limitation, counsel to the Debtors.

ARTICLE XII

Injunctions and Releases

12.1 Discharge of Claims. On the Effective Date, the Debtors shall be deemed discharged and released under sections 524 and 1141 of the Bankruptcy Code from any and all Claims, including, but not limited to, demands and liabilities that arose before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code. Except as otherwise provided herein or in the Confirmation Order, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge and release of, all Claims of any nature whatsoever against the Debtors or their Estate, Assets, Property or interests in Property.

12.2 Injunction. As of the Effective Date, except as otherwise expressly provided in this Plan or the Confirmation Order, all Entities with Claims that arose before the Petition Date shall be permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from asserting against the Debtors or the Reorganized Debtors and their respective assets, Property and Estate, any other or further Claims, debts, obligations, rights, suits, judgments, damages, actions, causes of action, remedies, and liabilities of any nature whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent,

matured or unmatured, existing as of the Effective Date or thereafter arising, at law, in equity, or otherwise relating to the Debtors or Reorganized Debtors or any of their respective assets, Property and Estate, based upon any act or omission, transaction, agreement, event, or other occurrence taking place or existing on or prior to the Effective Date.

12.3 Temporary Injunction. Except as otherwise expressly provided in this Plan or the Confirmation Order, upon the Effective Date of the Plan, TD shall be temporarily enjoined, pursuant to section 105 of the Bankruptcy Code, from proceeding against any officer, director, shareholder or affiliate of the Debtors, including, but not limited to, Brian Rubino, Elizabeth Rubino and VHR Development, LLC, for the collection of all or any portion of TD's Allowed Secured Claim, said injunction to remain in effect only for so long as the Reorganized Debtors comply with the terms of treatment under the Plan for TD. Any non-compliance by the Reorganized Debtors with such treatment that remains uncured after notice and a right to cure in accordance with the terms of the Plan, shall automatically and without order of the Bankruptcy Court result in a dissolution of the injunction granted hereunder to TD.

12.4 Releases by the Debtors. (a) Except as otherwise expressly provided in this Plan or the Confirmation Order, on the Effective Date, the Debtors, on behalf of themselves and their Estate, shall be deemed to unconditionally release (i) the Debtors' present and former shareholders, directors, officers, Melissa Rubino and Mark Rubino, and the Debtors' attorneys and accountants, and (ii) the Committee and its members (solely in their representative capacity) and the Committee's attorneys, accountants and financial advisors from any and all Claims, debts, obligations, rights, suits, judgments, damages, actions, causes of action, remedies, and liabilities of any nature whatsoever, whether known or unknown, foreseen or unforeseen,

liquidated or unliquidated, fixed or contingent, matured or unmatured, existing as of the Effective Date or thereafter arising, at law, in equity, or otherwise, that the Debtors would have been legally entitled to assert in their own right (whether individually or collectively) or that any holder of a Claim, Interest, or other person or entity would have been legally entitled to assert on behalf of the Debtors or their Estate, based in whole or in part upon any act or omission, transaction, agreement, event, or other occurrence taking place or existing on or prior to the Effective Date. Without limiting the generality of the foregoing, to the extent permitted by law, the Debtors and any successors-in-interest of the Debtors shall waive all rights under any statutory provision purporting to limit the scope or effect of a general release, whether due to lack of knowledge or otherwise; and (b) Notwithstanding anything contained herein to the contrary, on the Effective Date and to the fullest extent authorized by applicable law, for good and valuable consideration provided by TD, the adequacy of which hereby confirmed, TD, its current and former directors, officers, employees, consultants and agents utilized in the Chapter 11 Case and attorneys (including the agents, servants and employees of the attorneys) (“Released Parties”) are deemed released and discharged by the Debtors and the Estate from any and all claims, interests, obligations, rights, suits, damages, cause of action, remedies, and liabilities whatsoever asserted on behalf of any Debtor, whether known or unknown, foreseen or unforeseen in law, equity or otherwise, that the Debtors or the Estate would have been legally entitled to assert in their own right or on behalf of the Holder of any Claim or Interest that is treated in this Plan.

12.5 Exculpation. Except as otherwise provided in this Plan or the Confirmation Order, the Exculpated Parties, or any direct or indirect predecessor in interest to any of the foregoing persons, shall not have or incur any liability to any person for any act taken or

omission, after the Petition Date, in connection with or related to the Chapter 11 Case or the operations of the Debtors' business during the Chapter 11 Case, including, but not limited to, (i) formulating, preparing, disseminating, implementing, confirming, consummating or administering the Plan (including soliciting acceptances or rejections thereof); (ii) the Disclosure Statement or any contract, instrument, release or other agreement or document entered into or any action taken or omitted to be taken in connection with the Plan; or (iii) any Distributions made pursuant to the Plan, except for acts constituting willful misconduct, gross negligence, fraud, or bad faith, and in all respects such parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. All Entities that hold, have held, or may hold a Claim or any other obligation of the type described in this section 12.5 of the Plan and relating to the Debtors, the Reorganized Debtors or any of their respective assets, Property and/or Estate, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any action against any Exculpated Party or its property on account of such Claim or other obligation.

12.6 Release of Liens. Except as otherwise provided in the Plan, the Confirmation Order, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, including, on the Effective Date, all interests, mortgages, deeds of trust, Liens or other security interests against the Property of the Estate will be fully released.

12.7 Release of Collateral. Except as expressly provided otherwise in the Plan or the Confirmation Order, unless a Holder of an Other Secured Claim receives a return of its Collateral in respect of such Claim under the Plan: (i) each Holder of: (A) an Allowed Other Secured Claim; and/or (B) an Allowed Claim that is purportedly secured, on the Effective Date shall (y)

turn over and release to the Debtors any and all property that secures or purportedly secures such Claim; and (z) execute such documents and instruments as the Debtors and/or Reorganized Debtors reasonably requires to evidence such claimant's release of such property; and (ii) on the Effective Date, all Claims, rights, title and interest in such property shall revert to the Debtors, free and clear of all Claims, Liens, charges, pledges, encumbrances and/or security interests of any kind. No distribution hereunder shall be made to or on behalf of any Holder of such Claim unless and until such Holder executes and delivers to the Debtors, the Reorganized Debtors and the Plan Administrator such release of Liens. Any such Holder that fails to execute and deliver such release of Liens within sixty (60) days of any demand thereof shall be deemed to have no further Claim and shall not participate in any distribution hereunder. Notwithstanding the immediately preceding sentence, a Holder of a Disputed Claim shall not be required to execute and deliver such release of Liens until the time such Claim is Allowed or Disallowed.

12.8 Vesting of Assets in the Reorganized Debtors. Except as otherwise provided in the Plan, Confirmation Order or any agreement, instrument, or other document incorporated under the Plan, on the Effective Date, pursuant to sections 1141(b) and 1141(c) of the Bankruptcy Code, all Property of the Debtors, including without limitation, Causes of Action and any property acquired by the Debtors pursuant to the Plan shall vest in the Reorganized Debtors free and clear of all Claims, Liens, charges, encumbrances, or other interests.

12.9 Cause of Action Injunction. On and after the Effective Date, all Persons other than the Reorganized Debtors will be permanently enjoined from commencing or continuing in any manner any Cause of Action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of, or respecting any, claim, debt, right or Cause of

Action that the Reorganized Debtors has authority to pursue and prosecute in accordance with the Plan.

12.10 Preservation and Application of Insurance. The provisions of the Plan shall not diminish or impair in any manner the enforceability and/or coverage of any insurance.

ARTICLE XIII

Conditions Precedent to the Confirmation Order and the Effective Date of the Plan

13.1 Condition Precedent to Entry of the Confirmation Order. The following condition must be satisfied on or before the Confirmation Date: The Confirmation Order must be in form and substance reasonably acceptable to the Debtors and the Committee.

13.2 Conditions Precedent to the Effective Date. The following conditions must be fully satisfied or waived, if subject to waiver, on or before the Effective Date for the Plan to become effective, the satisfaction of which shall constitute Consummation of the Plan:

(a) the Confirmation Order must be entered by the Bankruptcy Court and become a Final Order;

(b) all actions, documents and agreements necessary to implement the provisions of the Plan shall have been effected or executed and delivered;

(c) the Claim of Environmental Research shall be estimated and fixed in accordance with section 502(c) in an amount that is not more than \$10,000;

(d) the Claim of Santander Bank shall have been resolved or estimated in such amount and on such terms as are reasonably acceptable to the Debtors;

(e) the aggregate amount of General Unsecured Claims is determined to be no more than \$4,000,000;

(f) the Confirmation Order shall provide for the exculpation, release and injunction for the benefit of the named parties provided for in Article XII of the Plan; and

(g) all other actions required by the Plan to occur on or before the Effective Date shall have occurred.

13.3 Debtors' Right to Waive Conditions Precedent. The Debtors, in their sole discretion, may waive the conditions in the foregoing Section 13.2 at any time from and after the Confirmation Date, with the exception of sections 13.2(c), (d) and (e), which require written Committee consent. In that event, the Debtors will be entitled to render any or all of its performances under the Plan prior to what otherwise would be the Effective Date if the above-referenced conditions were not waived, including, but not limited to, the right to perform under any circumstances which would moot any appeal, review or other challenge of any kind to the Confirmation Order if the Confirmation Order is not stayed pending such appeal, review or other challenge.

ARTICLE XIV

Miscellaneous Provisions

14.1 Bankruptcy Court to Retain Jurisdiction. Notwithstanding entry of the Confirmation Order, or the occurrence of the Effective Date or Consummation of the Plan, the Chapter 11 Case having been closed, or a Final Decree having been entered, the Bankruptcy Court (or the District Court, as the case may be) shall have and retain jurisdiction of matters arising out of, and related to the Chapter 11 Case and the Plan under, and for the purposes of, Bankruptcy Code §§ 105(a), 1127, 1142 and 1144 and for, among other things, the following purposes:

(a) To consider any modification of the Plan under Bankruptcy Code § 1127 and/or modification of the Plan before "substantial consummation" as defined in Bankruptcy

Code § 1101(2), and to consider any modification of the Plan to cure any defect or omission, or reconcile any inconsistency in the Plan, the Disclosure Statement or in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order.

(b) To hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any, and allowance of Claims resulting therefrom.

(c) To (i) hear and determine any Claim or Cause of Action arising in or related to the Chapter 11 Case; and (ii) to adjudicate any Causes of Action or other proceedings currently pending or which may be commenced by the Reorganized Debtors after the Effective Date or otherwise referenced herein or elsewhere in the Plan, including, but not limited to, the adjudication of any Causes of Action and any and all "core proceedings" under 28 U.S.C. § 157(b), which are or may be pertinent to the Chapter 11 Case and which the Reorganized Debtors may deem appropriate to commence and prosecute in support of implementation of the Plan.

(d) To determine any and all adversary proceedings, applications, and contested matters filed or commenced by the Reorganized Debtors after the Effective Date, including, without limitation, any Causes of Action.

(e) To ensure that Distributions are accomplished as provided in the Plan.

(f) To hear and determine any objections to Administrative Expense Claims, to Proofs of Claim, or to Claims and Interests filed and/or asserted both before and after the Confirmation Date, including any objections to the classification of any Claim or Interest, and to allow or disallow any disputed Administrative Expense Claim, Claim or Interest, in whole or in part, and any request for estimation of Claims.

(g) To protect the Post-Confirmation Estate from adverse Claims or interference inconsistent with the Plan, including to hear actions to quiet or otherwise clear title to such property of the Post-confirmation Estate based upon the terms and provisions of the Plan.

(h) To (i) enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated; (ii) to issue such orders in aid of execution of the Plan as may be necessary and appropriate, to the extent authorized by Bankruptcy Code § 1142; and (iii) to interpret and enforce any Orders previously entered in the Chapter 11 Case to the extent such Orders are not superseded or inconsistent with the Plan.

(i) To hear and determine all applications for compensation and reimbursement of expenses of Professionals under Bankruptcy Code §§ 330, 331, and 503(b) for services rendered and expenses incurred prior or subsequent to the Confirmation Date.

(j) To hear and determine all litigation, Causes of Action and all controversies, suits and disputes that may arise in connection with the interpretation, implementation or enforcement of the Plan, including but not limited to, any and all litigation and/or Causes of Action brought by the Debtors, whether such litigation and/or Causes of Action is/are commenced either prior to or after the Effective Date.

(k) To hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code §§ 345, 505, and 1146.

(l) To enter a Final Decree closing the Chapter 11 Case.

(m) To consider and act on the compromise and settlement of any litigation, Claim against or Cause of Action asserted in connection with the Chapter 11 Case or the Post-confirmation Estate.

(n) Without limiting the generality of the foregoing and notwithstanding the Effective Date and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over the Post-Confirmation Estate after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits and issues that may arise in connection herewith or therewith, including, without limitation, any Entities' obligations incurred in connection herewith or therewith, including without limitation, any action against the Reorganized Debtors or any or all of the Reorganized Debtors' professionals or the Post-confirmation Estate, and any action seeking turn over or recovery of assets included in the Post-confirmation Estate.

14.2 Binding Effect of the Plan. Nothing contained in the Plan or the Disclosure Statement will limit the effect of confirmation as set forth in Bankruptcy Code §1141. The provisions of the Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, any Holder of a Claim or Interest, or their respective predecessors, successors, assigns, agents, officers, managers, members and directors and any other Entity affected by the Plan.

14.3 Fractional Cents. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

14.4 Successors and Assigns. The rights and obligations of any Entity named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such Entity.

14.5 Blank Ballots. Any Ballot which is executed by the Holder of an Allowed Claim but which does not indicate an acceptance or rejection of the Plan shall be deemed to be an

acceptance of the Plan. Any Ballot not filed in accordance with the filing instructions on the Ballot pertaining to the Plan shall not be counted for voting purposes.

14.6 Authorization of Corporate Action. Upon the entry of the Confirmation Order, all actions contemplated by the Plan will be deemed authorized and approved in all respects (subject to the provisions of the Plan), including, without limitation, the transfer and/or contribution of the Post-Confirmation Estate Assets. On the Confirmation Date, appropriate members, officers or authorized signatories of the Debtors and the Reorganized Debtors are authorized and directed to execute and to deliver any and all agreements, documents and instruments contemplated by the Plan, the Post-confirmation Estate and/or necessary for the consummation of the Plan, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without the need for any additional authorizations, approvals or consents.

14.7 Withdrawal of the Plan. The Debtors reserves the right, at any time prior to the entry of the Confirmation Order, to revoke or withdraw the Plan. If the Debtors revoke or withdraw the Plan, or if the Confirmation Date does not occur, or if the Effective Date does not occur then (a) the Plan will be deemed null and void and (b) the Plan shall be of no effect and shall be deemed vacated, and the Chapter 11 Case shall continue as if the Plan had never been filed and, in such event, the rights of any Holder of a Claim or Interest shall not be affected nor shall such Holder be bound by, for purposes of illustration only, and without limitation, (i) the Plan, (ii) any statement, admission, commitment, valuation or representation contained in the Plan, the Disclosure Statement, or the Related Documents or (iii) the classification and proposed treatment (including any allowance) of any Claim in the Plan.

14.8 Captions. Article and Section captions used in the Plan are for convenience only and will not affect the construction of the Plan.

14.9 Method of Notice. Any notice or other communication hereunder shall be in writing (including by facsimile transmission or by e-mail) and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the person for whom such notice is intended (or, in the case of notice by facsimile transmission or e-mail, when received and telephonically or electronically confirmed), addressed as follows (provided, however, that only one notice or other communication hereunder need be sent to Holders sharing the same address):

If the Debtors or Reorganized Debtors, to:

Pullman & Comley, LLC
850 Main Street
PO Box 7006
Bridgeport, CT 06601-7006
Attn: Irve J. Goldman, Esq.
igoldman@pullcom.com

With a copy to:

Brian Rubino, President
Ultimate Nutrition, Inc.
21 Hyde Road
PO Box 643
Farmington, CT 06032
brubino@ultimatenutrition.com

If the Committee or Creditors' Oversight Committee, to:

Lowenstein Sandler LLP
65 Livingston Avenue
Roseland, NJ 07068
Attn: Bruce Buechler, Esq.
bbuechler@lowenstein.com

If TD Bank, N.A., to:

Bethany H. Buitenhuis
Vice President
TD Bank
PO Box 9540
Portland, ME 04112-9540
Bethany.buitenhuis@td.com

With a copy to:

Scott C. DeLaura
PALUMBO & DELAURA, LLC
528 Chapel Street
New Haven, CT 06511
Sdelaura@palumboanddelaura.com

Any of the above may, from time to time, change its address for future notices and other communications hereunder by filing a notice of the change of address with the Bankruptcy Court.

14.10 Amendments and Modifications to Plan. The Plan may be altered, amended or modified by the Debtors, before or after the Confirmation Date, as provided in section 1127 of the Bankruptcy Code, provided, however, that the consent of the Committee or Creditors' Oversight Committee, as applicable, shall be required for any alterations, amendments or modifications which adversely change the treatment of General Unsecured Creditors under the Plan and the consent of TD shall be required for any alterations, amendments or modifications which adversely change the treatment of TD under the Plan. The Debtors may also seek to modify the Plan at any time after confirmation so long as (a) the Plan has not been substantially

consummated and (b) the Bankruptcy Court authorizes the proposed modification after notice and a hearing. The Debtors further reserve the right to modify the treatment of any Allowed Claims at any time after the Effective Date upon the consent of the Creditor whose Allowed Claim treatment is being modified, so long as no other Creditors are materially adversely affected.

14.11 Section 1125(e) of the Bankruptcy Code. Confirmation of the Plan will constitute a finding that the Debtors (and their officers, directors, employees, advisors, Professionals, and attorneys) have proposed and solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code.

14.12 Entire Agreement. The Plan, as described herein, and the Disclosure Statement and exhibits thereto set forth the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersede all prior discussions and documents. No party hereto shall be bound by any terms, conditions, definitions, warrants, understandings or representations with respect to the subject matter hereof, other than as is expressly provided for herein or as may hereafter be agreed to by the parties in writing.

14.13 Post-Confirmation Obligations. Under current applicable law, the Debtors and, after the Effective Date, the Reorganized Debtors, for and on behalf of the Post-Confirmation Estate, are required to pay fees assessed against Debtors' Estate under U.S.C. § 1930(a)(6) until entry of an order closing the Chapter 11 Case. Subject to a change in applicable law, the Reorganized Debtors shall pay all fees assessed against the Estate under 28 U.S.C. §1930(a)(6) from the Post-Confirmation Estate and shall file post-confirmation reports until entry of an order closing the Chapter 11 Case of Debtors.

14.14 Administrative Bar Date. All Administrative Expense Claims (other than Professional Fee Claims) that were not required to be filed on or before a previous Administrative Bar Date must be made by application filed with the Bankruptcy Court and served on counsel for the Reorganized Debtors no later than thirty (30) days after the Effective Date or their Administrative Expense Claims shall be forever barred. In the event that the Reorganized Debtors object to an Administrative Expense Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Expense Claim. Notwithstanding the foregoing, no application seeking payment of an Administrative Expense Claim need be filed with respect to any cure owing under an executory contract or unexpired lease if the amount of cure is fixed or proposed to be fixed by order of the Bankruptcy Court pursuant to a motion to assume and fix the amount of cure filed by the Debtors and there is a timely objection asserting an increased amount of cure filed by the non-Debtor counterparty to the subject contract or lease.

14.15 Conflicts. To the extent any provision of the Disclosure Statement or any instrument, document or agreement executed in connection with the Plan or any exhibits, schedules, appendices, supplements or amendments to the foregoing conflicts with or is in any way inconsistent with the terms of the Plan, the terms and provisions of the Plan shall govern and

control. To the extent of any inconsistency between the Plan and the Confirmation Order, the terms of the Confirmation Order shall govern and control.

Dated: Bridgeport, Connecticut
December 3, 2015

ULTIMATE NUTRITION, INC. and
PROSTAR, INC.

By: /s/Brian Rubino

Brian Rubino
Duly Authorized

Irve J. Goldman (ct02404)
Jessica Grossarth (ct23975)
Pullman & Comley, LLC
850 Main Street, P.O. Box 7006
Bridgeport, CT 06601-7006
Telephone: (203) 330-2000
igoldman@pullcom.com
jgrossarth@pullcom.com
Attorneys for the Debtors

EXHIBIT A

Ultimate Nutrition: Plan Covenants

The Reorganized Debtors and their officers, directors and owners agree to, and shall be bound by, the following covenants during the period commencing with Confirmation of the Plan through and including the payment in full to holders of allowed unsecured claims as provided for in Class 4 of this Plan:

1. Any sale of all or substantially all of the Reorganized Debtors' properties, assets and/or businesses in excess of \$100,000, except for inventory sold in the ordinary course of business, shall be approved and authorized by the Creditors' Oversight Committee.
2. The Reorganized Debtors will conduct their businesses in the ordinary course including, without limitation, the maintenance of all inventory and raw materials consistent with their prior practices and consistent with generally accepted industry practices.
3. The Reorganized Debtors will not purchase, redeem or otherwise acquire any share of their common or capital stock.
4. The Reorganized Debtors will not declare, pay or set aside any cash or securities for the payment of any dividends or distribution on any of their common or capital stock.
5. The Reorganized Debtors will not purchase or otherwise acquire any shares of, or similar equity interest in, any entity, except in a stock-for-stock exchange, unless approved and authorized by the Creditors' Oversight Committee.
6. The Reorganized Debtors will not acquire all or substantially all of the assets of, or merge or consolidate with or into, any other entity, unless approved and authorized by the Creditors' Oversight Committee.
7. The Reorganized Debtors will not, outside the ordinary course of business, purchase or otherwise acquire any securities of any entity either in cash or cash equivalents. The Reorganized Debtors will not, except in the ordinary course of business, accept any loan or advance any monies to any person other than (i) the acquisition of cash or cash equivalents; and (ii) deposits for bids, contracts and tenders or deposits and security made.
8. The Reorganized Debtors will not, outside the ordinary course of business, pay or pre-pay any indebtedness for any money borrowed except obligations as required by the terms thereof, or indebtedness permitted to be incurred pursuant to the Plan. This provision shall not include payments to TD Bank on account of the Debtors' prepetition indebtedness to TD Bank as required by the Plan.
9. The Reorganized Debtors will not incur any indebtedness for money borrowed other than the indebtedness of net proceeds which are used to satisfy in full obligations or make payments pursuant to this Plan, but this provision shall not prohibit a refinancing of the TD Bank secured debt.

10. The Reorganized Debtors will use their best efforts to collect all accounts receivable held by, or owed to, them as practically as possible.
11. Except as provided in the immediately following sentence, the Reorganized Debtors will not transfer any assets to any Insiders or Affiliates of the Reorganized Debtors for any reason without approval and authorization by the Creditors' Oversight Committee. Notwithstanding the limitations set forth in the immediately preceding sentence, the Reorganized Debtors may remit payments to Rubino, LLC, VHR Development, LLC and the landlord for Nutrition Evolution for the payment of rent or other monetary obligations required by the written leases for real property the Reorganized Debtors lease from Rubino, LLC and VHR Development, LLC and which they currently occupy under a lease between CPT Equity, LLC and Nutrition Evolution, LLC; provided, however, that the Reorganized Debtors shall not agree to or pay for any increases in the rent charged or other monetary obligations for such real properties (other than increases already provided for in the leases for such real properties) in excess of the amounts the Debtors previously paid over the twelve months just prior to the Confirmation Date, without approval and authorization by the Creditors' Oversight Committee. Any pre-petition obligations to Insiders, including the \$500,000 loan from Elizabeth Rubino, shall be subordinated to the payment of GUCs and shall not be paid as long as any amounts remain outstanding under the Plan to GUCs.
12. The Reorganized Debtors will not change their fiscal year other than to a calendar year.
13. The Reorganized Debtors will use their best efforts to obtain and maintain, in accordance with their past practice, trade payable terms as favorable to those that have been previously available to the Debtors. The Reorganized Debtors will not pre-pay any of their trade payables except in accordance with the ordinary course of business.
14. The Reorganized Debtors will not permit, without approval and authorization of the Creditors' Oversight Committee, any compensation, including bonuses and any other form of remuneration (and will not permit any modifications to the commission-based compensation structure), to any of the following persons, in excess of the following amounts:
 - a. Brian Rubino\$10,300 per week plus 1% sales commission
 - b. Elizabeth Rubino.....\$2,200 per week plus 1% sales commission
on sales to New Customers as defined and
specified below.
 - c. Melissa Crump.....\$1,534 per week plus 1% sales commission
 - d. Mark Rubino\$685 per week
15. The total compensation for Brian and Elizabeth will be capped at \$650,000 per year (or \$12,500 per week), plus 1% sales commission as provided for herein. Elizabeth's weekly compensation shall commence on the date the Plan becomes effective after the Plan has

been confirmed by the Bankruptcy Court, and there would be no increase to Brian's compensation above \$10,300 per week.

16. Elizabeth will also be entitled to be paid a 1% commission on sales that Elizabeth generates on or after October 1, 2015 that have been paid by a New Customer (as defined in the next sentence) in good funds received by the Debtors or Reorganized Debtors, as the case may be. A "New Customer" means a customer who has not done business with the Debtors for at least one year prior to September 21, 2015, and/or that is not an affiliate or subsidiary of an existing customer of the Debtors that has done business with the Debtors after September 21, 2014. In addition, no other individual within the Debtors' or Reorganized Debtors' organization, as the case may be, would be entitled to receive a commission on sales to a New Customer generated by Elizabeth. The 1% sales commission paid to Elizabeth will commence for sales generated from New Customers received on or after October 1, 2015, but only if the Debtors and the Committee reach an agreement in writing on the plan term sheet.
17. For each month the Debtors or Reorganized Debtors, as the case may be, pay Elizabeth the 1% sales commission, the Debtors or Reorganized Debtors shall provide the Committee or the Creditors' Oversight Committee, as the case may be: each customer's name for which Elizabeth is being paid a commission, total sales for the quarter or month for which Elizabeth is being paid a commission, the amount of commissions for which Elizabeth is being paid, and for the first time a list of all customers that the Debtors were doing business with from September 21, 2014 through and including September 21, 2015 so we can determine who is a New Customer. In addition, Brian Rubino shall execute and deliver to the Committee for the period prior to the effective date of any confirmed Plan, and to the Creditors' Oversight Committee for the period after the effective date of any confirmed Plan, a certification stating that no other employee or person within the Debtors' or Reorganized Debtors' organization, as the case may be, has also been or will be paid a commission for the same sale as Elizabeth. This data would be provided to the professionals of the Committee or Creditors' Oversight Committee, as the case may be, 15 days after the end of the relevant period, either monthly or quarterly. This information will be for Professionals' eyes only.
18. The Reorganized Debtors will not retain, employ, hire or otherwise compensate any Insiders or Affiliates of the Reorganized Debtors other than Brian Rubino, Elizabeth Rubino, Melissa Crump, and Mark Rubino.
19. The Reorganized Debtors will not permit any of the individuals listed in the prior paragraph 15 to be reimbursed for any personal expenses. All business expenses to be charged by the individuals listed in the prior paragraph 15 shall be charged to one of the currently existing corporate American Express cards.
20. The Reorganized Debtors will not permit any payments in excess of \$1,200,000 per year for all travel, entertainment or trade show expenses without approval and authorization by the Creditors' Oversight Committee.

21. In the event that the Reorganized Debtors sell all or substantially all of the Reorganized Debtors' assets, properties and/or businesses, then 50% of the Reorganized Debtors' obligations under the Plan to unsecured creditors in Class ___ of the Plan, minus any amounts previously paid pursuant to the Plan to unsecured creditors, shall be accelerated and immediately due and payable upon the closing of said transaction. If said transaction does not result in the percentage payment of the Reorganized Debtors' obligations to holders of allowed unsecured claims under the Plan required under the preceding sentence, the Reorganized Debtors shall not be permitted to enter into said sale transaction.
22. The Reorganized Debtors will not permit any payments in excess of \$1,100 per month in the aggregate for all vehicle leases and/or vehicle purchases for vehicles used by Insiders without approval and authorization by the Creditors' Oversight Committee.
23. The Reorganized Debtors will not permit any payments in excess of \$600,000 per year for capital expenditures without approval and authorization by the Creditors' Oversight Committee.
24. The Reorganized Debtors shall provide to the Creditors' Oversight Committee through its Professionals, by no later than the one-hundred twentieth (120th) calendar day following each year, its annual audited or reviewed financial statements for the immediately preceding year.

Qualifying note: If the Reorganized Debtors request relief from any of these covenants from the Creditors' Oversight Committee, and no agreement is reached, the Reorganized Debtors reserve their right to request the Bankruptcy Court grant them relief from a particular covenant, contingent on notice to the Creditors' Oversight Committee and its Professionals, which will have the standing and right to object to any such requested relief.