IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
RUPARI HOLDING CORP., *et al.*,[1]	:	Case No. 17-10793 (KJC)
Debtors.	:	(Jointly Administered)

DECLARATION OF MATTHEW RAY IN SUPPORT OF CONFIRMATION OF THE FIRST AMENDED JOINT COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLANS OF LIQUIDATION

I, Matthew Ray, do hereby declare and state as follows:

1. I have personal knowledge of the facts stated here, except as to those facts stated upon information and belief, and as to those facts, I believe them to be true. If called as a witness to testify in connection with this Declaration (as defined below), I could and would testify competently to the following.

2. I am the independent director (the "Independent Director") of the above-captioned debtors and debtors in possession (collectively, the "Debtors" or "Rupari"), appointed by the Debtors' respective boards of directors (collectively, the "Boards") on April 3, 2017, as further authorized by order of the Bankruptcy Court[2] on June 8, 2017. *See Order Authorizing the Debtors to Assume the Agreement For Appointment and Service of Independent Director and*

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Rupari Holding Corp. (4943) and Rupari Food Services, Inc. (7933). The mailing address for the Debtors is 655 Deerfield Rd., Suite 100 pmb 325, Deerfield, Illinois 60015, Attn: Michael Goldman.

[2] Capitalized terms not otherwise defined in this Declaration (as defined below) shall have the meanings given to them in the *First Amended Joint Combined Disclosure Statement and Chapter 11 Plans of Liquidation* [Docket No. 564-3].

Granting Related Relief [Docket No. 264]. Also on April 3, 2017, the Boards approved the formation of two special committees of the Boards (the "Special Committees"). The Special Committees are authorized and empowered to represent the Debtors with respect to any matter of the Debtors in connection with, arising under, or relating to these Chapter 11 Cases and the confirmation of the Plan. On April 9, 2017, I was appointed Chairman of the Special Committees. I am the sole member of the Special Committees.

3. Before serving as the Independent Director of the Debtors, over the past twelve years, I have served as a chairman of board of directors or as a director to various companies both in and outside of chapter 11. I have served in such capacities for chapter 11 debtors in this circuit, including *In re Triangle USA Petroleum Corporation,* Case No. 16-11566 (MFW) (Bankr. D. Del. 2016) (served as independent director). I have also overseen operational turnarounds and financial restructurings culminating in successful sales to strategic and financial buyers.

4. I am familiar with the operations of the Debtors, and, except as otherwise noted, all matters set forth in this Declaration are based on (a) my personal knowledge and belief, (b) my review of the relevant documents, including the Combined Plan and Disclosure Statement, (c) my experience and knowledge of the Debtors' business, (d) information supplied to me by other members of the Debtors' management and the Debtors' advisors, and/or (e) my understanding of the requirements for confirmation of the Plan. If called to testify, I could and would testify to the facts set forth in this Declaration.

5. I have been advised and believe that the solicitation and voting procedures with respect to the Combined Plan and Disclosure Statement complied with the applicable rules and regulations governing such solicitation and are in compliance with the *Order (A) Approving the*

Disclosure Statement on an Interim Basis, (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, (C) Approving the Form of Ballot and Solicitation Materials, (D) Establishing the Voting Record Date, (E) Scheduling a Plan Confirmation Hearing and Deadline for Filing Objections to Final Approval of the Disclosure Statement and Confirmation of the Plan, and (F) Approving the Related Form of Notice [Docket No. 564].

6. I am generally familiar with the terms and provisions of the Combined Plan and Disclosure Statement, and the various related ancillary documents, including the Plan Supplements, filed on November 20, 2017 [Docket No. 597] and December 11, 2017 [Docket No. 647].

7. I submit this declaration (the "Declaration") in support of the Combined Plan and Disclosure Statement and based upon my discussions with the Debtors' advisors it is my understanding that the Plan complies with applicable provisions of the Bankruptcy Code, was proposed in good faith, and the Debtors, acting through their officers and professionals, have conducted themselves in a manner that complies with applicable law in relation to the formulation, negotiation of, and voting on the Plan.

A. General Background

8. Prior to the Petition Date, Rupari was a well stablished, leading manufacturer of uncooked and ready-to-eat sauced meats. Notably, in 2007, Rupari entered into the long-term License Agreement to sell its products under the Roma brand. In 2011, WPP Group bought the business and emphatically sponsored Rupari's modernization endeavors in marketing, production, and distribution.

9. With these two developments, Rupari promoted the Roma brand and invested heavily in the rights afforded by the License Agreement. Rupari's management achieved various product improvements and ushered in substantial increases in sales. However, in 2011 Rupari began to experience difficulties sourcing affordable pork ribs and experienced further issues when a virus decimated the U.S. hog population. To further compound these substantial headwinds, in 2016, Rupari faced a sizeable monetary judgment against it in connection with a 2009 contract dispute. In addition, a second litigation loomed large in the U.S. Court of International Trade, regarding alleged importation issues. Last, issues between the parties to the License Agreement presented themselves and would later become the subject of litigation during the Chapter 11 Cases.

10. Unfortunately, and despite WPP Group's continued support, Rupari's constrained liquidity and legacy debt load proved untenable on a long term basis. In efforts to recover, Rupari engaged in restructuring efforts, followed by a strategic alternative process to infuse capital through an asset sale.

11. Finally, having exhausted all other options, Rupari commenced these cases on April 10, 2017 (the "Petition Date"), and each Debtor filed with this Court voluntary petitions for relief under the Bankruptcy Code.

12. The Debtors continue in possession of their properties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code. On April 20, 2017, the Office of the United States Trustee for the District of Delaware appointed the Creditors' Committee. No trustee or examiner has been appointed in these cases.

13. Additional factual background regarding the Debtors, including their business operations, capital and debt structures, and the events leading to the filing of these Chapter 11

Cases is set forth in the *Declaration of Jack Kelly in Support of First Day Pleadings* [Docket No. 19] filed on the Petition Date.

B. Sale of Substantially All of the Debtors' Assets

14. On April 11, 2017, the Debtors filed a motion seeking authority to sell (the "Sale") substantially all of their assets under 363 and 365 of the Bankruptcy Code and approval of bidding and sale procedures in connection with the Sale [Docket No. 27].

15. On April 27, 2017, the Court entered an order approving bidding and sale procedures and approving CBQ, LLC ("CBQ") as the Stalking Horse Purchaser, subject to higher and better bids [Docket No. 100].

16. Notwithstanding the pre and postpetition marketing efforts of the Debtors and their professionals, and a consensual extension of the bid deadline, and bearing in mind that the License Agreement was excluded from the Acquired Assets, no qualified bid (other than the stalking horse bid of CBQ) was submitted on or before the bid deadline. Accordingly, the Debtors cancelled the auction and CBQ was named the Successful Bidder.

17. On June 7, 2017, the Court entered an order approving the Sale [Docket No. 260] and transfer of the Acquired Assets. The Sale closed on June 14, 2017 (the "Closing Date").

18. Following the Closing Date, certain assets not sold to the Purchaser in the Sale remained with the Estates, which assets are being administered through the Plan or the Liquidating Trust.

C. The Combined Plan and Disclosure Statement

19. Following the Sale, the Debtors were able to focus on winding down the Estates. Achieving a consensual plan of liquidation was chief among the Debtors' wind down efforts.

20. To that end the Debtors, the Creditors' Committee, WPP, Danish Crown, and certain of the Professionals (the "Term Sheet Parties") entered into the Plan Term Sheet. The

Plan Term Sheet is the product of extensive, arms' length negotiations by the Term Sheet Parties, and resulted in the highest and best outcome available for the Debtors' estates, creditors, and stakeholders. To that end, in my business judgment, I approved the Debtors' entry into the Plan Term Sheet and the prosecution of the Plan along with the Creditors' Committee, as co-Plan Proponents.

21. On October 16, 2017 the Debtors filed the *Joint Combined Disclosure Statements and Chapter 11 Plans of Liquidation* [Docket No. 532] (the "Original Combined Plan and Disclosure Statement"). The Debtors and the Creditors' Committee, with input from the Term Sheet Parties, continued to revise the Original Combined Plan and Disclosure Statement.

22. On November 2, 2017, the Court entered an order approving the *First Amended Joint Combined Disclosure Statement and Chapter 11 Plans of Liquidation* [Docket No. 564] (the "Combined Plan," the "Disclosure Statement," or the "Combined Plan and Disclosure Statement," as applicable) on an interim basis.

23. The Plan Confirmation Hearing is scheduled for December 14, 2017.

SATISFACTION OF PLAN CONFIRMATION REQUIREMENTS

24. I understand from the Debtors' legal advisors and believe, based on my review of the Plan and related materials and my discussions with those advisors, that the Plan satisfies all applicable provisions of the Bankruptcy Court and should be confirmed.

A. Compliance with Section 1129(a)(1) of the Bankruptcy Code.

i. Compliance with Section 1122 of the Bankruptcy Code.

25. I understand that section 1122 of the Bankruptcy Code permits a plan to classify various claims and equity interests into different classes, so long as all the claims and interests in a particular class are substantially similar. With the exception of the Administrative Expense Claims, Professional Fee Administrative Claims, Priority Tax Claims, and Statutory Fee Claims,

which I have been informed by the Debtors' legal advisors need not be classified, the Plan provides for the separate classification of Claims against, and Interests in, the Debtors based upon differences in the legal nature and/or priority of such Claims and Interests. The Plan designates the following Classes of Claims and Interests:

DEBTOR	CLASS OF CLAIMS OR INTERESTS
Rupari Holding Corp.	▪ Class 1A – Secured Claims; ▪ Class 2A – Other Priority Claims; ▪ Class 3A – General Unsecured Claims; ▪ Class 4A – Intercompany Claims; and ▪ Class 5A – Existing Equity Interests.
Rupari Food Services, Inc.	▪ Class 1B –Secured Claims; ▪ Class 2B – Other Priority Claims; ▪ Class 3B – General Unsecured Claims; ▪ Class 4B – Intercompany Claims; and ▪ Class 5B – Existing Equity Interests.

26. I believe that valid business, factual, and legal reasons exist for classifying the Claims and Interests into separate Classes under the Plan and that the Claims or Interests in each particular Class are substantially similar. Furthermore, I believe the classification scheme created by the Plan is based on the similar nature of Claims or Interests contained in each Class and not on an impermissible classification factor.

ii. Compliance with Section 1123(a) of the Bankruptcy Code.

27. I understand that section 1123(a) of the Bankruptcy Code sets forth various requirements regarding the appropriate contents of a plan. I believe that the Plan satisfies each of these requirements.

28. The Plan (a) designates the different Classes of Claims and Interests, (b) specifies the Classes of Claims that are unimpaired under the Plan, and (c) specifies the treatment of each

Class of Claims and Interests that is impaired. In addition, the treatment of each Claim against or Interest in the Debtors in each respective Class is the same as the treatment of every other Claim or Interest in such Class, unless the holder of a particular Claim or Interest has agreed to a less favorable treatment for such Claim or Interest.

29. I believe the Plan provides adequate means for its implementation, including, without limitation, (a) the establishment of the Liquidating Trust and the appointment of the Liquidating Trustee, (b) the transfer of the Liquidating Trust Assets to the Liquidating Trust, to be administered in accordance with the terms of the Plan and the Liquidating Trust Agreement for the benefit of the Liquidating Trust's beneficiaries, and (c) procedures for making distributions to holders of Allowed Claims. I believe that the proposed implementation steps have been carefully developed and designed to properly effectuate the Plan.

30. As noted above, the Plan provides for the transfer of the Liquidating Trust Assets to the Liquidating Trust, to be liquidated and distributed in accordance with the Plan and the Liquidating Trust Agreement, and the dissolution of the Debtors. Therefore, the Plan does not expressly provide for the inclusion in the charter of any Debtor a provision prohibiting the issuance of nonvoting securities. Nonetheless, because the Plan does not provide for the issuance of any securities, the issuance of nonvoting securities is impossible.

31. Finally, in the Plan Supplement, the Debtors disclose the identity of the Liquidating Trustee, and I believe the appointment of the Liquidating Trustee is consistent with the interests of creditors and with public policy.

iii. Compliance with Section 1123(b) of the Bankruptcy Code.

32. I have been advised by Debtors' counsel that section 1123(b) of the Bankruptcy Code permits various discretionary provisions to be included in a plan. Based on my review, I

believe that the Plan's discretionary provisions are appropriate. In particular, (a) Sections VI and VII of the Plan impair certain Claims and Interests, (b) Sections V, VII, and VII of the Plan leave unimpaired other Claims, (c) Section IX of the Plan provides that all remaining assets that were not sold to the Purchaser are being transferred to and will vest in the Liquidating Trust, and (d) Section XI of the Plan governs the assumption and rejection of executory contracts and unexpired leases.

33. Also, the Plan includes (a) the release by the Debtors of certain parties in interest, (b) an exculpation provision, and (c) an injunction provision prohibiting parties from, among other things, pursing Claims or Interests otherwise released under the Plan.

34. I believe these provisions are appropriate because, among other things, they are the product of extensive good faith and arm's length negotiations, are in exchange for good, valuable, and reasonably equivalent consideration, and are supported by the Debtors and other various parties in interest.

Debtor Releases

35. Section XII.E of the Plan provides that, as of the Effective Date, the Debtors and the Estates will release claims and causes of action against certain parties in interest in the Chapter 11 Cases. Under such provision, other than with respect to any D&O Claims arising on or before the Petition Date, Claims, Causes of Action, or liabilities arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, and the National Pension Fund Withdrawal Liability, the Released Parties are released, which include the following: (i) the Debtors; (ii) the Creditors' Committee and members of the Creditors' Committee (solely in their capacity as members of the Creditors' Committee); (iii) the WPP Released Parties; and (iv) Danish Crown, and each of their respective

Related Persons. I believe the Debtor Releases are critical to the successful implementation and confirmation of the Plan, and should be approved.

36. First, I believe there is an identity of interest between the Debtors and the Released Parties arising out of the shared common goal of confirming and implementing the Plan, and the Plan is the result of negotiations among the Debtors and the Released Parties.

37. Second, I believe that the Released Parties all made important contributions to these Chapter 11 Cases, including, among other things, negotiating and formulating the Plan, and the agreements by WPP and Danish Crown to, among other things, provide the Plan Contribution Payments, and waive any right to a Distribution on account of their respective Class 3B and Class 3A Claims until all Allowed Class 3A Claims or 3B Claims, as applicable, are paid in full in Cash.

38. Third, I believe the Released Parties' contributions and material concessions have allowed these Chapter 11 Cases to move expeditiously towards confirmation. I believe that without these releases, the Released Parties would not have been willing to contribute to the Plan process.

39. Fourth, I understand that voting creditors have overwhelmingly voted to accept the Plan, and there have been no objections to any releases, including the Debtor releases, provided under the Plan.

40. Fifth, I believe that the creation of the Liquidating Trust and the liquidation of the Liquidating Trust Assets for the benefit of creditors presents the best possible chance for a recovery for creditors in these cases.

41. Accordingly, I believe that, under the specific facts and equities of these Chapter 11 Cases, the Debtors' release of the Released Parties constitutes a valid exercise of the Debtors' business judgment and should be approved.

Exculpation

42. Section XII.D of the Plan provides for an exculpation limiting the liability of certain Exculpated Parties for acts or omissions in connection with, related to, or arising out of these Chapter 11 Cases, the negotiation, solicitation, or pursuit of confirmation of the Plan, and the consummation or administration of the Plan. The Exculpated Parties are limited to the Debtors, the Creditors' Committee and members of the Creditors' Committee (solely in their capacity as members of the Creditors' Committee), KCP Advisory Group LLC, Portage Point Partners, LLC, Matthew Ray, Robert Kopriva, Michael Goldman, Jack Kelly, and Micah Valine and each of their respective Related Persons solely to the extent such Related Persons serve as fiduciaries of the Estates. Further, the exculpation provision does not relieve any party of liability for gross negligence or willful misconduct and it does not apply to any conduct (or lack thereof) occurring prior to the Petition Date.

43. I believe that each of the Exculpated Parties played an important role in negotiating and formulating the Plan, has significantly contributed to the Plan and these Chapter 11 Cases, the successful consummation of the 363 Sale, and the cooperation of each party is necessary to implement the provisions of the Plan. I believe that without protection from liability, key constituents would have been unwilling to cooperate in connection with the formulation and distribution of the Plan and administration of these Chapter 11 Cases.

Injunction

44. Section XII.A of the Plan contains an injunction to enforce the releases and exculpation provisions in the Plan. Because I believe the releases and exculpation provisions are central to the Plan, I believe the injunction is also essential. Thus, if the Bankruptcy Court finds that the releases and exculpation provisions are appropriate, I believe the Bankruptcy Court should also find the injunction provision is appropriate.

iv. Section 1123(d) of the Bankruptcy Code is Inapplicable.

45. The Plan does not provide for the assumption of any executory contracts or unexpired leases, thus section 1123(d) is inapplicable.

B. Compliance with Section 1129(a)(2) of the Bankruptcy Code.

46. To the best of my knowledge and based on my discussions with the Debtors' legal advisors, I believe that the Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and other applicable law in transmitting the Combined Plan and Disclosure Statement, the Ballots, and related documents and notices and in soliciting and tabulating the votes on the Plan.

C. Compliance with Section 1129(a)(3) of the Bankruptcy Code.

47. The Plan is the product of arm's length negotiations. I believe the Plan allows Holders of Allowed Claims to realize the highest possible recovery under the circumstances from proceeds of liquidation of the Liquidating Trust Assets. As such, I believe the Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' assets and maximizing distributions to creditors.

D. Compliance with Section 1129(a)(4) of the Bankruptcy Code.

48. I believe the Plan complies with section 1129(a)(4) of the Bankruptcy Code, as all payments made or to be made for services rendered and expenses incurred in connection with these Chapter 11 Cases, including, without limitation, all Professional Fee Administrative Claims through the Effective Date, will be paid only after allowance of such Claims by the Bankruptcy Court.

E. Section 1129(a)(6) of the Bankruptcy Code is Inapplicable.

49. I understand that section 1129(a)(6) is inapplicable, as the Plan does not provide for any rate changes over which a governmental regulatory commission has jurisdiction.

F. Compliance with Sections 1129(a)(8) and 1129(b) of the Bankruptcy Code.

50. I understand that (a) holders of Claims in Classes 3A and 3B voted to accept the Plan, (b) there are no known holders of Claims in Class 4A (Rupari Holding Corp. Intercompany Claims) and Class 4B (Rupari Food Services, Inc. Intercompany Claims) (c) holders of Claims in Class 1A (Rupari Holding Corp. Secured Claims); Class 1B (Rupari Food Services, Inc. Secured Claims); Class 2A (Rupari Holding Corp. Other Priority Claims); and Class 2B (Rupari Food Services, Inc. Other Priority Claims) are deemed to accept the Plan, and (d) holders of Interests in Class 5A (Rupari Holding Corp. Existing Equity Interests) and Class 5B (Rupari Food Services, Inc. Existing Equity Interests) are deemed to reject the Plan.

51. It is my understanding that a chapter 11 plan may be confirmed notwithstanding the rejection or deemed rejection by a class of claims or interests if the plan does not discriminate unfairly and is fair and equitable as to that class. It is my further understanding that (a) the "fair and equitable" requirement is satisfied if the holders of claims and interests in classes junior to the rejecting classes are not receiving any property under the plan, and (b) the

plan does not discriminate unfairly if the legal rights of a dissenting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are substantial similar to those of that class.

52. I believe the Plan's treatment of Classes 3A, 4A, 4B, 5A, and 5B, which will not receive anything under the Plan, is proper because there is no similarly situated class of Claims or Interests, as applicable, classified under the Plan is slated to receive anything under the applicable Plan. Thus, I believe the Plan does not discriminate unfairly. In addition, no junior holder of a Claim or Interest will receive any distribution unless the holders of higher priority Claims receive the full value of their Claims or the holders of such higher priority Claims have consented to such treatment. As such, I believe the Plan is fair and equitable.

G. Compliance with Section 1129(a)(9) of the Bankruptcy Code.

53. I understand that under the Plan, all administrative and priority claims against the Debtors will be satisfied in the manner required by section 1129(a)(9) of the Bankruptcy Code, unless such holder of a particular claim has agreed to different treatment of such claim.

H. Compliance with Section 1129(a)(10) of the Bankruptcy Code.

54. I understand that two Impaired Class of Claims (Classes 3A and 3B) have accepted the Plan, determined without including any acceptances of the Plan by any insider.

I. Compliance with Section 1129(a)(12) of the Bankruptcy Code.

55. Section V.C of the Plan provides that all fees payable under section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court, shall be paid on the Effective Date and thereafter, as such fees may accrue and be due and payable, by the Liquidating Trustee in accordance with the applicable schedule for payment of such fees. Therefore, I believe that the Plan complies with this Bankruptcy Code requirement.

J. Sections 1129(a)(13), 1129(a)(14), 1129(a)(15) and 1129(a)(16) of the Bankruptcy Code are Inapplicable.

56. With regard to sections 1129(a)(13), 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code, the Debtors (a) have no pension or retiree benefits, (b) are not subject to any domestic support obligation, (c) are not "individuals," and (d) were at all relevant times moneyed, business, or commercial corporations. Thus, I understand that sections 1129(a)(13), 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Plan.

K. The Plan Complies with Section 1129(c) of the Bankruptcy Code.

57. The Plan is the only chapter 11 plan that has been proposed in these Chapter 11 Cases and, thus, I understand that the requirement of section 1129(c) has been met.

L. The Plan Complies with Section 1129(d) of the Bankruptcy Code.

61. The principal purpose of the Plan is not the avoidance of taxes or the application of section 5 of the Securities Act of 1933, and no governmental unit has objected to the confirmation of the Plan asserting such avoidance. Thus, I understand that the requirements of section 1129(d) have been met.

[Signature page to follow.]

Under 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 11, 2017

Matthew Ray
Solely in his capacity as Independent Director of Rupari Food Services, Inc. and Rupari Holding Corp.