

Appendix A to Plan

APPENDIX A

DEFINITIONS

Defined Terms. For purposes of this Plan, the capitalized terms used in this Plan shall have the meanings as set forth below:

1.01 Administrative Expense. Claims and expenses which are allowed pursuant to § 503(b) of the Bankruptcy Code and which are entitled to priority pursuant to § 507 of the Bankruptcy Code.

1.02 Administrative Convenience Claims. Claims against the Debtor that otherwise would be included in the Classes of the Plan containing General Unsecured Claims that are (a) for \$500 or less, or (b) for more than \$500 if the holder of such Claim has made the Convenience Class Election on the Ballot provided for voting on the Plan within the time fixed by the Bankruptcy Court for completing and returning such Ballot.

1.03 Allowed Claim. A Claim (a) with respect to which a Proof of Claim has been filed with the Court within the applicable period of limitation fixed by the Federal Rules Of Bankruptcy Procedure, Rule 3003, or (b) scheduled in the list of Creditors prepared and filed with the Court pursuant to Federal Rules Of Bankruptcy Procedure, Rule 1007(b) and not listed as disputed, contingent or unliquidated as to amount, and in either case, as to which no objection to the allowance thereof has been filed within any applicable period of limitation fixed by Federal Rules Of Bankruptcy Procedure, Rule 3007, the Plan, an order of the Court, or

as to which any such objection has been determined by an order or judgment which is no longer subject to appeal and as to which no appeal is pending. An Allowed Claim shall not include unmatured or post-petition interest unless otherwise provided in the Plan.

1.04 Allowed Secured Claim. This term refers to and means a Claim that is both an Allowed Claim and a Secured Claim.

1.05 Allowed Unsecured Claim. This term refers to and means a Claim that is both an Allowed Claim and an Unsecured Claim.

1.06 “Appealable Order” shall mean an appealable order entered by the Bankruptcy Court confirming JB’s Amended Plan of Reorganization. Such order shall be final for the purposes of the Settlement Agreement with the Retirees immediately upon docketing by the Bankruptcy Court and irrespective of any time to appeal such order.

1.07 “Arrearages” shall mean the amounts owing to the Retirees and unpaid as set forth in Exhibit B and the Arrearages continue to accrue on a monthly basis as set forth in Exhibit B to Exhibit O.

1.08 Ballot. This term refers to and means the ballot for accepting or rejecting the Plan which will be distributed to holders of Claims in Classes that are impaired under this Plan and are entitled to vote on this Plan.

1.09 Bankruptcy Code. The Bankruptcy Code is the Bankruptcy Reform Act Of 1978, sometimes referred to as the Bankruptcy Code Of 1978, as

contained in Title 11 U.S.C.A. § 101, et seq., and all amendments thereto.

1.10 Bankruptcy Court. This term refers to and means the United States Bankruptcy Court for the District of Arizona, Phoenix Division, or any other court that exercises jurisdiction over all or part of the Bankruptcy Cases, including the United States District Court for the District of Arizona to the extent that the reference of all or part of the Bankruptcy Cases is withdrawn.

1.11 Bankruptcy Rules. This term refers to and means the Federal Rules of Bankruptcy Procedure promulgated under 28 U.S.C. § 2075 and the local rules of Court, as applicable during the term of the Bankruptcy Cases.

1.12 Bankruptcy Cases. This term refers to and means the above-captioned Chapter 11 case filed by JB's Family Restaurants, Inc.

1.13 Bar Date. The last day the Court will allow a Proof of Claim to be filed in this bankruptcy proceeding. The Bar Date is usually the date set for the hearing on approval of the Disclosure Statement and notice of the Bar Date will accompany the notice setting the hearing on approval of the Disclosure Statement, unless another deadline has been set by the Court.

1.14 Business Day. This term refers to and means every day except Saturdays, Sundays, and holidays observed by the Bankruptcy Court.

- 1.15 Carryback Note.** This term refers to the note payable to Santa Barbara by JB's for the acquisition by LBW of JB's.
- 1.16 Cash.** Cash is any legal tender of the United States.
- 1.17 Cash Collateral** Cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estate and an entity other than the estate have an interest and includes the proceeds, products, offspring, rents, or profits of property subject to a security interest as provided in § 552(b) of the Bankruptcy Code, whether existing before or after the commencement of a case under Title 11 of the Bankruptcy Code.
- 1.18 Causes of Action.** This terms refers to any and all actions, proceedings, causes of action, suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims (as defined in Section 101(5) of the Bankruptcy Code), whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise.
- 1.19 Chapter 11.** Chapter 11 of the Bankruptcy Code. Reference to section numbers are references to sections in the Bankruptcy Code 11 U.S.C. § 101, et seq., Public Law 95-598, effective October 1, 1979, as amended, unless otherwise specified.

- 1.20** **CKE**. This term refers to Carl Karcher Enterprises.
- 1.21** **Claim**. A right to (1) payment from the Debtor, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (2) an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.
- 1.22** **Claimant**. This term refers to a holder of a Claim.
- 1.23** **Class**. One or more creditors grouped together as defined herein. The Plan is intended to deal with all Claims against the Debtor of whatever character, whether or not contingent or liquidated, and whether or not allowed by the Court pursuant to § 502(a) of the Bankruptcy Code. However, only those Claims allowed pursuant to § 502(a) of the Bankruptcy Code will receive payment under the Plan.
- 1.24** **Collateral**. Property which is pledged as security for the satisfaction of a debt. Collateral is additional security for performance of principal obligation, or that which is by the side, and not in direct line. Property subject to a security interest, including accounts, contract rights and chattel paper which have been sold.
- 1.25** **Collateral Value**. Collateral Value is the fair market value of the any collateral as determined by the Court.

- 1.26 Confirmation.** The formal approval of the Bankruptcy Court of a Plan Of Reorganization.
- 1.27 Confirmation Date.** The date upon which the Confirmation Order is entered by the Court.
- 1.28 Confirmation Hearing.** This term refers to and means the hearing regarding confirmation of the Plan conducted by the Bankruptcy Court pursuant to Bankruptcy Code § 1128, including any adjournment or continuation of that hearing from time to time.
- 1.29 Confirmation Order.** The Final Order of the Court determining that the Plan meets the requirements of Chapter 11 of the Bankruptcy Code and is entitled to Confirmation.
- 1.30 Creditor.** A Creditor or all Creditors of the Debtor holding Allowed Claims for the debts, liabilities, demands or Claims of any character whatsoever, as defined in § 101(4) of the Bankruptcy Code.
- 1.31 Creditors' Committee.** Creditors' Committee is the Official Committee of Unsecured Creditors appointed pursuant to Section 1102(a) of the Bankruptcy Code in this case.
- 1.32 Cure.** The distribution within a reasonable period of time following the Effective Date of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption of an executory contract or unexpired lease, pursuant to Section 365(b) of the Bankruptcy Code, in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be

agreed upon by the parties, under such executory contract or unexpired lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

1.33 Debtor. The Debtor is JB's Family Restaurants, Inc which is a Delaware Corporation.

1.34 Disallowed Claim or Disallowed Interest. A claim or any portion thereof, or an Interest or any portion thereof, that (a) has been disallowed by a Final Order, (b) is Scheduled at zero or as contingent, disputed or unliquidated and as to which a proof of claim or interest bar date has been established by the Court or the Bankruptcy Code but no proof of claim or interest has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise seemed timely filed under applicable law, or (c) is not Scheduled and as to which a proof of claim or interest bar date has been set but no proof of claim or interest has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

1.35 Disclosure Statement. The Disclosure Statement In Support Of JB's Plan in its present form, or as it may be amended or supplemented.

- 1.36 Disputed Claim.** This term refers to and means every Claim: (a) that is scheduled by the Debtors as disputed, contingent, or unliquidated; and/or (b) that is not an Allowed Claim.
- 1.37 Effective Date.** Thirty (30) days after the Confirmation Date.
- 1.38 Estate.** This term refers to and means the bankruptcy estate of the Debtor created under Bankruptcy Code § 541.
- 1.39 Executive.** This term means “JB’s Supplemental Executive Retirement Plan dated October 4, 1985.
- 1.40 Executory Contract.** This term refers to and means every unexpired lease and other contract which is subject to being assumed or rejected under Bankruptcy Code § 365.
- 1.41 Exhibit.** This terms refers to an exhibit attached to either this Plan or the Disclosure Statement.
- 1.42 Exhibit Filing Date** The date on which Exhibits to the Plan or the Disclosure Statement shall be filed with the Bankruptcy Court, which date shall be at least five (5) days prior to the Voting Deadline or such later date as may be approved by the Bankruptcy Court without further notice to parties in interest.
- 1.43 Final Order.** A Final Order is an order of the Court which, not having been reversed, modified or amended and not being stayed and the time to appeal from which or to seek review or rehearing of which having expired, and no such appeal, review, certiorari or rehearing is

pending, has become conclusive of all matters adjudicated thereby and in full force and effect.

1.44 GE Capital. This term refers to General Electric Capital Corporation.

1.45 Granite. This term refers to Granite Financing, Inc., the predecessor to FNF which leased the point of service equipment.

1.46 Impaired/Impaired Class Under § 1124 of the Bankruptcy Code, a Class Of Claims is impaired under a Plan unless, with respect to each Claim of such Class: (i) it is paid in full on the Effective Date of the Plan; (ii) the Plan leaves unaltered the legal, equitable and contractual rights to which such Claim entitles the holder to such Claim; or (iii) all defaults are cured, the original maturity of the Claim is reinstated and the Claim is otherwise treated as provided in clause (ii) above.

1.47 Interests. This term refers to and means the rights of the members of the Debtor.

1.48 Interpretation. The headings in this Plan are for convenience and reference only and shall not limit or otherwise affect the provisions hereof. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

1.49 IRS. This term refers to and means the Internal Revenue Service.

1.50 JB's. This term refers to JB's Family Restaurants, Inc., which is the Debtor and Debtor-In-Possession in this case.

- 1.51 Lease.** This term refers to Lease No. SAN 100199 for the post of service equipment with Granite.
- 1.52 LBW.** This term refers to LBW Investments, LLC which is the entity owned by JB's management that owns JB's.
- 1.53 Necessary Operating Expenses.** This terms refers to and means the post-confirmation operating expenses of the Reorganized Debtor including, but not exhausted by, utilities, leasing broker fees, insurance, legal expenses, taxes, maintenance and expenses of types previously set forth in the Debtor's monthly operating reports filed with the Court.
- 1.54 PACA.** This term refers to the Perishable Agricultural Commodities Act, 1930, at 7 U.S.C. § 499a-499t as amended.
- 1.55 Person.** An individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit (as defined in Section 101(27) of the Bankruptcy Code), or other entity (including, without limitation, the Creditors' Committee).
- 1.56 Petition Date.** This term refers to March 7, 2002, the date on which the Debtor filed its petition commencing the Chapter 11 Case.
- 1.57 Personal Property.** This term refers to and means all personal property owned by Debtor.

- 1.58 Plan.** This term refers to and means this Plan of Reorganization propounded by the Debtor and every modification thereof, if any, filed by the Debtor.
- 1.59 Plan Confirmation.** Entry by the Court of an order confirming the Plan at or after a hearing held pursuant to § 1128 of the Bankruptcy Code.
- 1.60 POS Equipment.** This term refers to the equipment and software used in the operation of JB's restaurants leased from General Electric and being purchased from FNF.
- 1.61 Preserved Lien(s).** Any liens required under § 1124(2) of the Bankruptcy Code.
- 1.62 Priority Claim(s).** Any Claim or Claims entitled to priority pursuant to § 507(a) of the Bankruptcy Code other than a Tax Claim or a Claim for Administrative Expenses.
- 1.63 Professional Charges.** This term refers to and means all professional fees and costs by professional persons approved by the Bankruptcy Court to serve the Debtors or the Committee which have accrued during the pendency of the Debtors' Bankruptcy Cases up to and including the Confirmation Date.
- 1.64 Property:** All real and personal Property (individually or as a whole) of the estate of the Debtor as previously or hereafter determined by Final Order of a court of competent jurisdiction and/or as defined in § 541 of the Bankruptcy Code, including, but not limited to, any and all

Claims or causes of action in favor of the Debtor against third parties (except as otherwise provided herein).

1.65 Property Broker. This term refers to and means the independent person engaged to market and sell the property or any portion thereof.

1.66 Proponent. This term refers to and means the Debtor who is proposing the Plan of Reorganization.

1.67 Pro Rata. This term refers to and means proportionally, so that the ratio of the consideration distributed on account of an Allowed Claim in the Class (or sub-class) and consideration distributed on account of all Allowed Claims in the Class (or sub-class) is the same as the ratio of the Allowed Claims in the Class (or sub-class).

1.68 Real Property Real Property owned by the Debtor.

1.69 Reclamation Claim. This term refers to the claim of Alliant/US Foods that it was entitled to reclamation of certain food products delivered to Debtor. Alliant/US Foods sent a demand on March 8, 2002 to return the product delivered ten (10) days prior to the commencement of the Chapter 11 proceeding pursuant to 11 U.S.C. § 546(g). Pursuant to agreement with Alliant/US Foods this is being treated as an administrative claim.

1.70 “Regular Monthly Payments.” This shall mean the amount payable to each Retiree monthly as set forth on Exhibit B to Exhibit O, subject to such adjustments or terminations as are provided for in Sections V and VI of the Executive Retirement Plan.

- 1.71 Released Parties.** This term refers collectively to the Debtor and their present and former officers and directors, the Reorganized Debtor and its officers and directors, the Administrator, and with respect to each of the above-named Persons, and Person's affiliates, principals, employees, agents, consultants, independent contractors, officers, directors, financial advisors, attorneys and other professionals.
- 1.72 Reorganized Debtor.** The Debtor, after Confirmation of the Plan, and its successors and assigns.
- 1.73 Retirees.** The Retirees are Clark D. Jones, Thomas Godfrey, Richard B. Huntington, D. Jerry Carter, Paul W. Warner, and Donn Boyle
- 1.74 Retirement Plan Claimants.** This term refers to Clark D. Jones, Thomas Godfrey, Paul Warner, Dick Huntington, Donn Boyle and Jerry Carter, who are the beneficiaries of the JB's Executive Retirement Plan.
- 1.75 Santa Barbara/SSRG.** These terms refer to Santa Barbara Retirement Group, a JB's creditor and the entity that sold JB's to LBW.
- 1.76 Scheduled.** The term refers to any Claim or Interest, the status, priority and amount, if any, of such Claim or Interest as set forth in the Schedules.
- 1.77 Schedules.** The term refers to the schedules of assets and liabilities and the statement of affairs filed in the Chapter 11 case by the Debtor, as such schedules or statement has been or may be amended or

supplemented from time to time in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court.

1.78 Secured Claim(s). Any Claims, other than a Tax Claim, secured by Property of the Debtor under a duly perfected security interest, to the extent of the value of the Collateral (security), as determined in accordance with § 506 of the Bankruptcy Code.

1.79 Secured Creditor(s). All Creditors other than taxing entities, who hold a lien, security interest or other encumbrance which has been properly perfected as required by law with respect to Property owned by the Debtor.

1.80 Security Deposit. This refers to the security deposit for the lease with Granite.

1.81 Summit. This term refers to Summit Family Restaurants, Inc.

1.82 Tax Claim(s). Any Claim for taxes entitled to priority pursuant to § 507(a)(7) of the Bankruptcy Code.

1.83 Term Of The Plan. That period after the Effective Date during which payments are being made to Creditors pursuant to the Plan.

1.84 Textron. This term refers to Textron Financial Corporation, a Secured Creditor of JB's.

1.85 Unsecured Claim(s): All Claims not secured by collateral of the estate.

- 1.86 Unsecured Creditor(s).** All Creditors of Debtor holding Unsecured Claims of any character whatsoever, except Claims entitled to priority pursuant to § 507 of the Bankruptcy Code.
- 1.87 Unsecured Deficiency Claimant(s).** Claims resulting from the excess of the Secured Claims over the Collateral Value, as determined pursuant to § 506 of the Bankruptcy Code or unless otherwise agreed to by the Secured Creditors.
- 1.88 Undefined Terms.** Terms and phrases, whether capitalized or not, that are used and not defined herein, but are defined by the Bankruptcy Code, have the meanings ascribed to them in the Bankruptcy Code.