

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
TGF ACQUISITION PARENT LTD., SUN RICH FRESH FOODS INC. & TIFFANY  
GATE FOODS INC.**

(Applicants)

**NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE  
ASSUMED OR ASSUMED AND ASSIGNED IN CONNECTION WITH SALE AND THE  
PROPOSED CURE AMOUNTS WITH RESPECT THERETO**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On February 15, 2021, Country Fresh Holding LP and certain of its debtor affiliates<sup>1</sup>, as debtors and debtors-in-possession (collectively, the “**U.S. Debtors**”) filed voluntary petitions commencing parallel insolvency proceedings (the “**Chapter 11 Cases**”) before the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) under chapter 11 of title 11 of the United States Bankruptcy Code.

On February 17, 2021, the Canadian affiliates of the U.S. Debtors<sup>2</sup> (the “**Canadian Debtors**”) commenced parallel insolvency proceedings (the “**CCAA Proceedings**”) before the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”) under the *Companies' Creditors Arrangement Act* (“**CCAA**”). The U.S. Debtors and the Canadian Debtors are collectively referred to as the “**Sellers**”.

On February 17, 2021, the U.S. Debtors filed their *Emergency Motion For Entry of an Order: (I) (A) Authorizing and Approving Bid Procedures; (B) Authorizing and Approving the U.S. Debtors' Entry into the Stalking Horse Bid Purchase Agreement; (C) Authorizing and Approving the Expense Reimbursement and Break-Up Fee; (D) Scheduling an Auction and Sale Hearing; (E) Authorizing and Approving Assumption and Assignment Procedures; and (F) Approving Notice Procedures; (II) Approving the Sale of Substantially All of the U.S. Debtors'*

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<sup>1</sup> The U.S. Debtors in the Chapter 11 Cases, along with the last four digits of each U.S. Debtor's federal tax identification number, are: Country Fresh Holding Company Inc. (7822), Country Fresh Midco Corp. (0702), Country Fresh Acquisition Corp. (5936), Country Fresh Holdings, LLC (7551), Country Fresh LLC (1258), Country Fresh Dallas, LLC (7237), Country Fresh Carolina, LLC (8026), Country Fresh Midwest, LLC (0065), Country Fresh Orlando, LLC (7876), Country Fresh Transportation LLC (8244), CF Products, LLC (8404), Country Fresh Manufacturing, LLC (7839), Champlain Valley Specialty of New York, Inc. (9030), Country Fresh Pennsylvania, LLC (7969), Sun Rich Fresh Foods (NV) Inc. (5526), Sun Rich Foods (USA) Inc. (0429), Sun Rich Fresh Foods (PA) Inc. (4661). The principal place of business is 3200 Research Forest Drive, Suite A5, The Woodlands, TX, 77381.

<sup>2</sup> The Canadian Debtors in the CCAA Proceedings are TGF Acquisition Parent Ltd., Sunrich Fresh Foods Inc. and Tiffany Gate Foods Inc.

*Assets Free and Clear Of All Liens, Claims, Encumbrances And Interests; and (III) Granting Related Relief* [Docket No. 51] in the Bankruptcy Court.

On February 26, 2021, the Bankruptcy Court entered its *Order (I) (A) Authorizing and Approving Bid Procedures; (B) Authorizing the Debtors' Entry Into the Stalking Horse Purchase Agreement; (C) Authorizing and Approving Expense Reimbursement and Break-Up Fee; (D) Scheduling an Auction and Sale Hearing; (E) Authorizing and Approving Assumption and Assignment Procedures; and (F) Approving Notice Procedures* [Docket No. 164] (the “**Bid Procedures Order**”)<sup>3</sup> in the Chapter 11 Cases, authorizing the U.S. Debtors to market their business and assets in accordance with the sale and bid procedures annexed to the Bid Procedures Order (the “**U.S. Bid Procedures**”) and conduct an auction (the “**Auction**”) to select a party or parties to purchase all or some of the U.S. Debtors' assets in accordance with the U.S. Bid Procedures.

On March 1, 2021, the CCAA Court issued a Bidding Procedures Order in the CCAA Proceedings (the “**Canadian Bidding Procedures Order**”) which, among other things, approved the execution of the Stalking Horse Agreement and authorized the Canadian Debtors to market their business and assets in accordance with the sale and bid procedures annexed to the Canadian Bidding Procedures Order (the “**Canadian Bid Procedures**”) and, together with the U.S. Bid Procedures, the “**Bid Procedures**”).

**You are receiving this notice (the “Assumption and Assignment Notice”) because you may be a Counterparty to an executory contract or unexpired lease of the Sellers that potentially could be assumed or assumed and assigned to a Successful Bidder in connection with a Sale Transaction.**

In accordance with the Assumption and Assignment Procedures and the Canadian Bidding Procedures Order, the Sellers may, in connection with any Sale with a Successful Bidder (as defined in the Bid Procedures), seek to assume or assume and assign to the Successful Bidder (or its designated affiliate assignee, if applicable) certain executory contracts or unexpired leases of the Sellers.

Each of the executory contracts or unexpired leases that may be assumed or assumed and assigned (the “**Proposed Assumed Contracts**”) in connection with the Sale with a Successful Bidder and the Sellers' calculation of the Cure Amounts with respect thereto are set forth in **Exhibit 1** hereto (the “**Proposed Assumed Contracts List**”).

The inclusion of any Proposed Assumed Contract on **Exhibit 1** does not constitute an admission that a particular Proposed Assumed Contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or an assignable contract under the CCAA or require or guarantee that such Proposed Assumed Contract ultimately will be assumed or assumed and assigned. The assumption or assumption and assignment of a Proposed Assumed Contract is subject to Bankruptcy Court or CCAA Court approval, as applicable. All rights of the Sellers with respect thereto are reserved.

No later than two (2) days prior to the closing date, the Successful Bidder may add or remove any executory contract or unexpired lease from the Proposed Assumed Contract List and either advise the Sellers (i) that it has no objection to the Sellers rejecting or disclaiming such executory contract or unexpired lease or (ii) to put such executory contract or unexpired lease

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<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bid Procedures Order or the Bid Procedures annexed thereto, as applicable.

(each a “**Designated Contract**”) on a list that the Successful Bidder shall not assume, reject, or disclaim on the closing date (the “**Designation List**”).

Until the earlier of (i) ninety (90) days following the closing date, (ii) the effective date of a confirmed plan of reorganization or liquidation for the Sellers, (iii) such time that the Chapter 11 Cases are closed or converted to cases under chapter 7 of the Bankruptcy Code, or (iv) dismissal of the Chapter 11 Cases and the CCAA Proceedings, the Successful Bidder, in consultation with the Sellers, shall have the option to designate any Designated Contract as a Proposed Assumed Contract.

### **Objections**

Any objection to the proposed assumption or assumption and assignment of a contract or lease identified on **Exhibit 1**, or the proposed Cure Amounts therefor (a “**Contract Objection**”), must: (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules and Bankruptcy Local Rules, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor, and (iv) be filed with the Bankruptcy Court, via ECF, and/or received by the Monitor (as defined below) at [freshfoodcanada.monitor@ca.ey.com](mailto:freshfoodcanada.monitor@ca.ey.com) no later than the earlier of (i) **March 23, 2021 at 4:00 p.m., prevailing Central Time**, or (ii) fourteen (14) calendar days following service of the Assumption and Assignment Notice (the “**Contract Objection Deadline**”). For the avoidance of doubt, any objections to a Successful Bidder’s proposed form of adequate assurance of future performance will be resolved at the U.S. Sale Hearing.

**IF NO CONTRACT OBJECTION IS TIMELY RECEIVED WITH RESPECT TO ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF A PROPOSED ASSUMED CONTRACT: (I) THE COUNTERPARTY TO SUCH PROPOSED ASSUMED CONTRACT SHALL BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION BY THE SELLERS AND ASSIGNMENT TO SUCCESSFUL BIDDER OF THE PROPOSED ASSUMED CONTRACT, AND BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO SUCH ASSUMPTION AND ASSIGNMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE CURE AMOUNT, ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BY THE SUCCESSFUL BIDDER, WHETHER THE SUCCESSFUL BIDDER WOULD BE ABLE TO PERFORM THE OBLIGATIONS AND WHETHER THE ASSIGNEE IS APPROPRIATE); (II) ANY AND ALL DEFAULTS UNDER THE PROPOSED ASSUMED CONTRACT AND ANY AND ALL PECUNIARY LOSSES/MONETARY DEFAULTS RELATED THERETO SHALL BE DEEMED CURED AND COMPENSATED PURSUANT TO BANKRUPTCY CODE SECTION 365(B)(1)(A) AND (B) OR SECTION 11.3 OF THE CCAA UPON PAYMENT OF THE CURE AMOUNT SET FORTH IN THE ASSUMPTION AND ASSIGNMENT NOTICE FOR SUCH PROPOSED ASSUMED CONTRACT; AND (III) THE CURE AMOUNT SET FORTH IN THE ASSUMPTION AND ASSIGNMENT NOTICE FOR SUCH PROPOSED ASSUMED CONTRACT SHALL BE CONTROLLING, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SUCH PROPOSED ASSUMED CONTRACT, OR ANY OTHER RELATED DOCUMENT, AND THE COUNTERPARTY SHALL BE DEEMED TO HAVE CONSENTED TO THE CURE AMOUNT AND SHALL BE FOREVER BARRED FROM ASSERTING ANY OTHER CLAIMS RELATED TO SUCH PROPOSED ASSUMED CONTRACT AGAINST THE SELLERS AND THEIR ESTATES OR THE SUCCESSFUL BIDDER, OR THE PROPERTY OF ANY OF THEM, THAT EXISTED PRIOR TO THE ENTRY OF THE ORDER RESOLVING THE CONTRACT OBJECTIONS AND THE ORDER APPROVING THE SALE TO THE SUCCESSFUL BIDDER.**

### **Sale Hearing**

**PLEASE TAKE FURTHER NOTICE** that the hearing (the “U.S. Sale Hearing”) to approve and authorize the sale of the U.S. Debtors’ Assets will be held on **March 25, 2021 at 9:30 a.m., prevailing Central Time** electronically via video/telephone before the Bankruptcy Court before the Honorable Marvin Isgur, United States Bankruptcy Judge (prevailing Central Time). If you wish to participate telephonically, you must use the Bankruptcy Court’s teleconference system at 1-832-917-1510 and entering conference code 954554. You may also join by videoconference by use of an internet connection, using the website [www.join.me](http://www.join.me), selecting “join a meeting,” and entering meeting code “JudgeIsgur.” At such hearing, the U.S. Debtors will seek the entry of an order of the Bankruptcy Court approving and authorizing the Sale of the U.S. Debtors’ Assets to the Successful Bidder on the terms and conditions of the Successful Bid. The Successful Bidder shall appear at the U.S. Sale Hearing and be prepared to testify in support of the Successful Bid and the Successful Bidder’s ability to close in a timely manner, including with respect to demonstrating adequate assurance of future performance that may be required in connection with the assumption and assignment of executory contracts and unexpired leases.

**PLEASE TAKE FURTHER NOTICE** that the hearing to approve and authorize the sale of the Canadian Debtors’ Assets will be held on **March 26, 2021 at 12:00 p.m. prevailing Eastern Time** (the “Canadian Sale Hearing”). Further details may be found on the Monitor’s Website (defined below).

**PLEASE TAKE FURTHER NOTICE** that the Canadian Sale Hearing and the U.S. Sale Hearing (collectively, the “Sale Hearings”) may be heard concurrently or jointly by the Bankruptcy Court and CCAA Court if determined efficient and desirable.

The Sale Hearings may be adjourned or rescheduled as ordered by the Bankruptcy Court and/or the CCAA Court, or by the Sellers in consultation with the Consultation Parties, but without further notice to creditors and parties in interest other than by announcement by Debtors of the adjourned date at the Sale Hearings.

The Sellers’ presentation to the Bankruptcy Court and CCAA Court for approval of a Successful Bid does not constitute the Sellers’ acceptance of the Successful Bid. The Sellers shall be deemed to have accepted a Successful Bid only when the Successful Bid has been approved by order of the Bankruptcy Court and CCAA Court.

**PLEASE TAKE FURTHER NOTICE** that the deadline for filing an objection to the Sale(s) is **March 23, 2021 at 4:00 P.M. prevailing Central Time**. Any such objection must (a) be in writing, (b) state with specificity the nature of such objection, (c) comply with the Federal Rules of Bankruptcy Procedure or the CCAA, as applicable, and (d) be filed with both the Bankruptcy Court and the CCAA Court and served on undersigned counsel for the Debtors.

**PLEASE TAKE FURTHER NOTICE** that copies of pleadings related to the proposed Sale as related to the U.S. Debtors, including the Bid Procedures Order (and attached bid procedures) approved by the Bankruptcy Court, are available on the U.S. Debtors’ website at <https://dm.epiq11.com/freshfoodgroup> or on the Bankruptcy Court’s website at <https://ecf.txsb.uscourts.gov/>. You can request any pleading you need from (i) the noticing agent, Epiq Corporate Restructuring, LLC (CountryFreshInfo@epiqglobal.com), or (ii) counsel for the U.S. Debtors at: Foley & Lardner LLP, c/o Melina T. Bales (mbales@foley.com).

**PLEASE TAKE FURTHER NOTICE** that copies of motions and materials related to the proposed Sale as related to the Canadian Debtors and the CCAA Proceedings, including the Canadian Bidding Procedures Order, are available on the website of Ernst & Young Inc., in its capacity as Court-appointed Monitor of the Canadian Debtors (the “Monitor”) at <https://www.ey.com/ca/freshfoodcanada> (the “Monitor’s Website”). Should you require further

information regarding the Canadian Debtors and the CCAA Proceedings, you may contact: (i) the Monitor at: [freshfoodcanada.monitor@ca.ey.com](mailto:freshfoodcanada.monitor@ca.ey.com); or (ii) counsel for the Canadian Debtors at: Stikeman Elliott LLP, c/o Lee Nicholson ([leenicholson@stikeman.com](mailto:leenicholson@stikeman.com)).

**Exhibit 1**

**Proposed Assumed Contracts**

Canadian Debtors - Notice of Contracts and Leases - March 2, 2021

Counterparty	Debtor Entity	Contract Type	Description	Contract Date	Proposed Cure Amount (as of 2/15/2021)
592209 BC LTD	SUN RICH FRESH FOODS, INC.	LEASE	Dayhu Lease together with all amendments	9/1/2017	\$ -
786 EMPLOYMENT INC	SUN RICH FRESH FOODS, INC.	STAFFING AGREEMENT	786 Staffing Agreement - SR	5/9/2019	\$ -
786 EMPLOYMENT INC	TIFFANY GATE FOODS, INC.	STAFFING AGREEMENT	786 Staffing Agreement - TG	3/20/2019	\$ -
ALBERTA HEALTH SERVICES	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Alberta Health Services - April 1 2020 to March 31 2021	4/1/2020	\$ -
ATLAS PACIFIC ENGINEERING COMPANY	SUN RICH FRESH FOODS, INC.	EQUIPMENT LEASE	Apple machine lease	9/1/2018	\$ 7,118.22
BISCUITS CAFÉ	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Biscuits Café - 2021	1/1/2021	\$ -
CANADIAN LINEN AND UNIFORM SERVICE CO	SUN RICH RICHMOND	SERVICE AGREEMENT	Richmond Contract	11/1/2018	\$ -
CHANGING LIVES STAFFING INC	SUN RICH FRESH FOODS, INC.	STAFFING AGREEMENT	Changing Lives Staffing Agreement - Corona	11/30/2015	\$ 328,413.82
CINTAS CANADA LIMITED	SUN RICH FRESH FOODS, INC.	SERVICE AGREEMENT	Rental Service Agreement	12/21/2018	\$ -
CIVEO CANADA LIMITED PARTNERSHIP	SUN RICH FRESH FOODS, INC.	SUPPLY AGREEMENT	CIVEO Pricing Agreement	7/1/2020	\$ -
CORTLAND CAPITAL MARKET SERVICES LLC	SUN RICH FRESH FOODS INC / TIFFANY GATE FOODS INC	TRADEMARK AGREEMENT	Super Senior - Trademark Security Agreement (Canada)	6/1/2020	\$ -
CORTLAND CAPITAL MARKET SERVICES LLC	SUN RICH FRESH FOODS INC / TIFFANY GATE FOODS INC	TRADEMARK AGREEMENT	Super Senior - Trademark Security Agreement (U.S.)	6/1/2020	\$ -
COSTCO	TIFFANY GATE FOODS, INC.	CUSTOMER AGREEMENT	Customer Agreement		\$ 1,500,000.00
DION'S	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Dions - January 1, 2021 to December 31, 2021	1/1/2021	\$ -
EQUILEASE CORP	TIFFANY GATE FOODS, INC.	EQUIPMENT LEASE	Lease # 2923550	4/1/2019	\$ 2,986.03
FEEDING OUR FUTURE	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Feeding Our Future - May 1 2020-April 30-2021	5/1/2020	\$ -
FINNEY HOSPITALITY GROUP	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Finney Hospitality Group Agreement	1/1/2021	\$ -
GANGERDEEN, DIANNE	TIFFANY GATE FOODS, INC.	EMPLOYMENT AGREEMENT	Dianne Gangerdeen - Consultant Letter	3/31/2020	\$ -
GATE GOURMET CANADA INC	SUN RICH FRESH FOODS, INC.	PRODUCT SUPPLY AGREEMENT	Sun Rich - Gate Gourmet	4/1/2020	\$ -
GREAT AMERICAN E&S INSURANCE COMPANY	TIFFANY GATE FOODS, INC.	INSURANCE	Environmental Policy	3/31/2020	\$ -
HEALTHPRO PROCUREMENT SERVICES INC	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Healthpro Agreement	4/1/2020	\$ -
HORIZON NORTH CAMPS AND CATERING	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Horizon North Camps and Catering- June 1 2020 to May 31 2021	6/1/2020	\$ -
Hosting.com (Ntirety)	SUN RICH FRESH FOODS, INC.	SERVICE AGREEMENT	Data hosting agreement	1/31/2019	\$ 9,666.06
HSBC BANK CANADA	TIFFANY GATE FOODS, INC.	EQUIPMENT LEASE	Lease # 34092 005	9/27/2016	\$ 49,569.32
HUDSON ENERGY CANADA CORP	LES ALIMENTS TIFFANY GATE FOODS, INC.	UTILITY AGREEMENT	Hudson Energy Tiffany Gate 5/1/20 Agreement	5/1/2020	\$ -
HUDSON ENERGY CANADA CORP	LES ALIMENTS TIFFANY GATE FOODS, INC.	UTILITY AGREEMENT	Hudson Energy Tiffany Gate 12/8/20 Agreement	12/7/2020	\$ -
HUDSON ENERGY CANADA CORP	SUN RICH FRESH FOODS, INC.	UTILITY AGREEMENT	Hudson Energy Brampton Agreement	2/19/2020	\$ -
ISLAND FIN POKE	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Island Fin Poke - June 1, 2020 - May 31, 2021	6/1/2020	\$ -
KEY IMPACT SALES & SYSTEMS INC	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Rutger's University - May 5, 2020 -Sun Rich Customer Program Letter	7/1/2020	\$ -
KITCHEN TABLE CAFÉ	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Kitchen Table Cafe - January 1, 2021 to December 31, 2021	1/1/2021	\$ -
Konica Minolta Business Solutions (Canada) Ltd	TIFFANY GATE FOODS, INC.	EQUIPMENT LEASE	Premier Lease Agreement	3/22/2019	\$ 162.41

SUBJECT TO NOTICE RESERVATION OF RIGHTS

Canadian Debtors - Notice of Contracts and Leases - March 2, 2021

Counterparty	Debtor Entity	Contract Type	Description	Contract Date	Proposed Cure Amount (as of 2/15/2021)
Liftow Limited	SUN RICH FRESH FOODS INC.	EQUIPMENT LEASE	4 Toyota forklifts, batteries, and maintenance agreement	11/3/2017	\$ 3,646.30
LOLA'S HANDCRAFTED KITCHEN LLC	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Jalapeno Tree and Lolas Handcrafted Kitchen - 6.1.20 - 5.31.21	6/1/2020	\$ -
MISTER PRODUCE	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Mister Produce - 1.1.2021 -12.31.2021	1/1/2021	\$ -
MUCHER ENTERPRISES LIMITED	TIFFANY GATE FOODS, INC.	REAL ESTATE LEASE	Steinway Dry Storage Lease	5/25/2018	\$ 3,922.19
ORIGINAL CAKERIE, THE	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	The Original Cakerie - 1.1.2020 -12.31.2021	1/1/2020	\$ -
PIRET BRAMPTON HOLDINGS INC	SUN RICH FRESH FOODS, INC.	LEASE	Brampton - Piret Contract together with all amendments and consents	7/1/2018	\$ 22,701.51
RESOURCE MFG	SUN RICH FRESH FOODS, INC.	STAFFING AGREEMENT	Select Staffing (dba Resource MFG) Staffing Agreement Amendment	9/11/2020	\$ 511,680.70
ROYAL BANK OF CANADA	TIFFANY GATE FOODS, INC.	EQUIPMENT LEASE	RBC Lease # 201000041730	9/12/2019	\$ 36,836.64
SEALED AIR (CANADA) CO/CIE	TIFFANY GATE FRESHFOOD SYSTEMS / TIFFANY GATE FOODS CORPORATION / TIFFANY GATES FOOD CORP	SETTLEMENT AGREEMENT	Cryovac Agreement	6/10/2020	\$ -
SMITTY'S CANADA INC	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Smitty's Program Offer 2021	1/1/2021	\$ -
SPIRIT MOUNTAIN CASINO	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Spirit Mountain Casino - Oct 1, 2020 - Sep 30, 2021	10/1/2020	\$ -
ST. MARY'S	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	St. Mary's - April 1, 2020 to April 30, 2021	4/1/2020	\$ -
SYSCO EASTERN MARYLAND	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Sysco Eastern Maryland July 1 2020 to June 30 2021	7/1/2020	\$ -
SYSCO METRO NEW YORK	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Sysco Metro NY - July 1 2020 to June 30 2021	7/1/2020	\$ -
US FOODS MONTGOMERY	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Chappy's Deli - 1.1.21 - 12.31.21	1/1/2021	\$ -
WHOLE FOODS MARKET INC	TIFFANY GATE FOODS, INC.	SUPPLY AGREEMENT	Whole Foods Agreement- TGF Nov 6, 2013	11/6/2013	\$ -
WINPAK LTD	TIFFANY GATE FOODS, INC.	EQUIPMENT LEASE	Winpak VC999 Rollstock Lease	3/5/2019	\$ 263,741.39
ZEKE'S	SUN RICH FRESH FOODS, INC.	LETTER AGREEMENT	Zekes - January 1, 2021 to December 31, 2021	1/1/2021	\$ -



U.S. Debtors and Canadian Debtors  
Notice of Contracts and Leases – March 2, 2021

Counterparty	Debtor Entity	Contract Type	Description	Contract Date	Proposed Cure Amount (as
CERIDIAN CANADA LTD	SUN RICH FRESH FOODS INC / SUN RICH FRESH FOODS (USA) INC / SUN RICH FRESH FOODS (PA) INC / CHAMPLAIN VALLEY SPECIALTY OF NY INC / COUNTRY FRESH CAROLINA LLC / COUNTRY FRESH ORLANDO LLC / COUNTRY FRESH PENNSYLVANIA LLC / COUNTRY FRESH TRANSPORTATION LLC / COUNTRY FRESH HOUSTON LP / COUNTRY FRESH DALLAS LLC / CF PRODUCTS LLC / COUNTRY FRESH MANUFACTURING LLC / COUNTRY FRESH PRODUCTS LLC / COUNTRY FRESH LLC / TIFFANY GATE FOODS INC	SERVICE AGREEMENT	Ceridian Contract	5/9/2020	\$ 6,875.88