IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	**Chapter 11**
	§	
COUNTRY FRESH HOLDING COMPANY INC., *et. al.* [1]	§	**Case No.: 21-30574 (MI)**
	§	
	§	**Jointly Administered**
Debtors.	§	

STIPULATION AND AGREED ORDER REGARDING RYDER TRUCK RENTAL INC.

This stipulation and agreed order ("Stipulation and Agreed Order") is entered into by and between Ryder Truck Rental, Inc. ("Ryder"), Janet Northrup, as chapter 7 trustee (the "Trustee") of the estates of Country Fresh Holding Company Inc., *et al*. (collectively, the "Debtors"), and Stellex/CF Buyer (US) LLC (the "Buyer", and together with Ryder and the Trustee on behalf of the Debtors, collectively, the "Parties"). The Parties hereby stipulate and agree as follows:

RECITALS

WHEREAS, on February 12, 2002, Ryder and Debtor Country Fresh Transportation, LLC entered into a Truck Lease and Service Agreement for the leasing of certain vehicles (the "Prepetition Lease Agreement");

WHEREAS, on February 15, 2021, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code;

[1] The Debtors in these Chapter 11 cases and the last four digits of each Debtors' taxpayer identification number are as follows: 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 Fresh Foods (USA) Inc. (0429); and Sun Rich Fresh Foods (PA) Inc. (4661). The Debtors' principal place of business is 3200 Research Forest Drive, Suite A5, The Woodlands, TX, 77381.

WHEREAS, on March 29, 2021, the Court approved the sale of substantially all the Debtors' assets to the Buyer pursuant to the *Order Authorizing Country Fresh Holdings Company Inc. and Its Affiliated Debtors to (I) Sell Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (II) Authorizing and Approving the Debtors' Performance under the APA, (III) Authorizing and Approving the Assumption and Assignment of Certain of the Debtors' Executory Contracts, Unexpired Leases, And Permits Related Thereto, and (IV) Granting Related Relief* [Docket No. 437] (as the same has been and may further be amended, supplemented, or otherwise modified from time to time in accordance with its terms, together with all exhibits thereto, the "Sale Order");

WHEREAS, as authorized by the Sale Order, the Debtors and the Buyer entered into that certain Asset Purchase Agreement, dated as of April 29, 2021, by and between the Debtors and the Buyer (as the same has been and may further be amended, supplemented, or otherwise modified from time to time in accordance with its terms, together with all exhibits and schedules thereto, the "APA");[2]

WHEREAS, on April 29, 2021, the Closing of the sale with the Buyer occurred [Docket No. 548];

WHEREAS, on May 24, 2021, the Court entered the *Stipulation and Agreed Order Resolving (I) Stellex/CF Buyer (US) LLC's Emergency Motion to Enforce the APA and the Sale Order and (II) Debtors' Emergency Motion for Entry of Order Enforcing Sale Order* [Docket No. 645] (the "May 24 Agreed Order"), pursuant to which, among other things, the Debtors, the Buyer, and holders of Post-Petition Trade Payables claims were to cooperate in good faith to reconcile and resolve all remaining Post-Petition Trade Payables;

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the APA.

WHEREAS, on June 21, 2021, the Court entered the *Order (I) Authorizing and Approving the Conversion of the Chapter 11 Cases, (II) Extending the Designation Rights Period, and (III) Granting Related Relief* [Docket No. 719];

WHEREAS, on June 21, 2021, the Trustee was appointed as the Chapter 7 Trustee in the above-captioned cases;

WHEREAS, in accordance with the May 24 Agreed Order, the Parties have reconciled all post-petition, pre-Closing claims of Ryder arising under or related to the Prepetition Lease Agreement, which constitute Post-Petition Trade Payables claims;

WHEREAS, the Buyer has agreed to assume the Ryder Post-Petition Trade Payables (as defined below) in accordance with and subject to Section 3.1(g) of the APA;

WHEREAS, the Buyer and Ryder have also reconciled the post-Closing claims of Ryder arising under or related to the Prepetition Lease Agreement; and

WHEREAS, the Parties have negotiated a rejection of the Prepetition Lease Agreement, as described below.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. The recitals to this Stipulation and Agreed Order are incorporated as if fully set forth herein.

2. The Prepetition Lease Agreement is rejected effective as of July 1, 2021.

3. The post-petition, pre-Closing amounts owing to Ryder under the Prepetition Lease Agreement that constitute Post-Petition Trade Payables under the APA and the May 24 Agreed Order total $46,350.26 (the "Ryder Post-Petition Trade Payables").

4. Upon entry of this Stipulation and Agreed Order, the Buyer shall assume such Ryder Post-Petition Trade Payables in accordance with and subject to Section 3.1(g) of the APA as an Assumed Payable thereunder.

5. Thereafter, Buyer shall promptly pay to Ryder the Ryder Post-Petition Trade Payables in full and final satisfaction of any and all post-petition, pre-Closing claims of Ryder arising under or related to the Prepetition Lease Agreement.

6. To the extent not paid by Sellers, the post-Closing amounts owing to Ryder under the Prepetition Lease Agreement shall be paid by Buyer in the ordinary course of business on the later of (i) ten (10) business days from entry of this Stipulation and Agreed Order or (ii) the due dates for such amounts.

7. The Parties are authorized to take all actions necessary to effectuate the relief granted pursuant to this Stipulation and Agreed Order.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Stipulation and Agreed Order.

IT IS SO ORDERED.

Dated: June _____, 2021
Houston, Texas

_____
MARVIN ISGUR,
UNITED STATES BANKRUPTCY JUDGE

AGREED AND ACCEPTED:

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