



ENTERED  
07/14/2021

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

**In re:** § **Chapter 7**  
 §  
**COUNTRY FRESH HOLDING** § **Case No.: 21-30574 (MI)**  
**COMPANY INC., et. al.**<sup>1</sup> §  
 § **Jointly Administered**  
**Debtors.** §

**STIPULATION AND AGREED ORDER AMENDING TRANSITION SERVICES  
AGREEMENT AND ASSET PURCHASE AGREEMENT**

This stipulation and agreed order (“Stipulation and Agreed Order”) is entered into by and between 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 the Trustee on behalf of the Debtors, collectively, the “Parties”). The Parties hereby stipulate and agree as follows:

**RECITALS**

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

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*

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<sup>1</sup> 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.

*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 (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")

WHEREAS, as authorized by the Sale Order and the APA, the Debtors and the Buyer entered into the Transition Services Agreement, dated as of April 29, 2021 (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 "TSA")<sup>2</sup>

WHEREAS, on April 29, 2021, the Closing of the sale with the Buyer occurred;

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; and

WHEREAS, the Parties have agreed to amend the APA and TSA as described below.

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

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the TSA.

1. The recitals to this Stipulation and Agreed Order are incorporated as if fully set forth herein.
2. The APA and TSA shall be amended as set forth in this Stipulation and Agreed Order.
3. The first sentence of Section 3.1(e) of the APA shall be amended to change seventy-five (75) days to ninety (90) days.
4. The first sentence of Section 3.3 of the APA shall be amended as set forth below:
  - a. With respect to the Assets, within 30 days of the Closing Statement becoming final and binding upon the Parties, Buyer shall prepare and deliver to Sellers a statement allocating the Purchase Price between the aggregated Assets and the Assumed Liabilities.
5. Notwithstanding anything to the contrary in the TSA:
  - a. any amounts the Buyer has paid to the Debtors in advance in accordance with Section 11 of the TSA on account of Service Fees (other than Transition Employment Fees) that as of the date of entry of this Stipulation and Agreed Order have not been remitted to the vendor in accordance with the TSA to pay such Service Fees (other than Transition Employment Fees) that they were expressly earmarked for shall be returned to the Buyer as soon as possible in accordance with wire instructions to be separately provided by Buyer to counsel for the Trustee (the “Returned Funds”);
  - b. the Buyer, for itself and for the benefit of the Trustee, shall use the Returned Funds to pay the Service Fees (other than Transition Employment Fees) that such Returned Funds were expressly earmarked for and paid to the Debtors in advance under the TSA;
  - c. through the remaining Term of the TSA, consistent with past practice, the Buyer shall deliver to the Trustee a schedule (in the form currently being provided by the Buyer) setting forth the Service Fees the Buyer is responsible to pay under the TSA and the Buyer, for itself and for the benefit of the Trustee, shall pay such Service Fees directly;
  - d. to the extent that the Trustee asserts that there are additional amounts owed by the Buyer as Service Fees for or in connection with Transition Services, the Trustee shall deliver a written Funding Request setting forth in reasonable detail an estimate of the amounts owed by the Buyer as Service Fees for or in connection with such Transition Services. To the extent applicable, any such Funding Request shall include a true-up calculation against Transition Services actually provided under any prior Funding

Request. Within five (5) Business Days of receiving a Funding Request, the Buyer shall either pay or dispute all or a portion of the amounts set forth in the Funding Request. The Parties shall cooperate in good faith to resolve any disputed amounts in a reasonable and timely manner. If the Parties are unable to resolve any disputed amounts within five (5) Business Days, any party in interest may seek relief from the Court; and

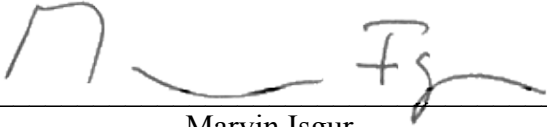
e. Section 11(b) of the TSA shall be deleted.

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

7. 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.**

Signed: July 14, 2021



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Marvin Isgur  
United States Bankruptcy Judge

**AGREED AND ACCEPTED:**

HUGHES WATTERS ASKANASE, LLP

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