

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

IN RE:	§ CASE NO. 21-30574
	§
COUNTRY FRESH HOLDING COMPANY, INC., et al.¹,	§ (CHAPTER 7)
	§
Debtors.	§
	§ Jointly Administered

**APPLICATION TO EMPLOY ANKURA CONSULTING GROUP, LLC
AS SPECIAL CONSULTANT PURSUANT TO 11 U.S.C. §§ 327(a) AND 328**

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

TO THE HONORABLE MARVIN ISGUR UNITED STATES BANKRUPTCY JUDGE:

Janet S. Northrup, Chapter 7 Trustee (the “Trustee”) for the bankruptcy estate of Country Fresh Holding Company, Inc., et al. hereby files this *Application for Authority to Employ Ankura Consulting Group, LLC as Special Consultant Pursuant to Sections 327(a) and 328* (the “Application”), and shows:

¹ The Debtors in these Chapter 7 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.

Application to Employ

1. The Trustee desires to employ Ankura Consulting Group, LLC (“**Ankura**”), on an hourly basis to assist the Trustee by performing professional services in matters related to transition and wind-down services related to the Debtors further described herein and in the attached terms of engagement.

2. Ankura was hired by the Debtors pre-conversion via Court order at Docket No. 451. Based on Ankura’s historical knowledge and involvement in the case, the Trustee believes it is advantageous to the Estate to hire Ankura for the services described herein. The Trustee has filed an application to employ Juengling PC as the Estate’s special financial advisor. Juengling PC will be performing work at Ankura’s direction based on its lower hourly rates and Ankura’s historical knowledge which the Trustee believes is useful in directing the reconciliation work and other tasks described in both applications to employ to achieve cost-effective and efficient results of the reconciliations and related work necessary in this case under the APA and TSA.

3. Ankura proposed a percentage reduction for its services to the Estate. The Trustee negotiated a greater discount of 25% off the total amount of fees due to the particular circumstances of this matter as set forth in the terms of service set forth in the engagement letter attached hereto as **Exhibit “2”** (the “**Engagement Letter**”).

4. Ankura maintains offices at 485 Lexington Avenue, New York, NY 10017. Ankura’s main telephone number is 212-818-1555.

5. The Trustee has selected Ankura based on its (i) involvement with the Debtors pre-conversion, (ii) historical knowledge of the Debtors, their processes and the sale process and resulting APA and TSA, and (iii) experience in providing bankruptcy crisis management and consulting, and special financial advisory services as further outlined in the Debtors’ application to employ Ankura found at Docket No. 279 in this case. Based on Ankura’s general experience and

particular experience in this case, the Trustee believes that Ankura is qualified to represent the Trustee in this case.

6. Ankura will render consulting services as set forth in the attached Engagement Letter, including:

- (i) transition of Debtors bank accounts;
- (ii) facilitation of ongoing Transition Services Agreement (“TSA”) obligations and management of TSA personnel;
- (iii) transfer of Debtors’ information and consultation regarding context and understanding of such information, including information on the Debtor Questionnaire;
- (iv) submission of a schedule of unpaid debts as of the Conversion Date per the Conversion Order (Docket No. 719) (the “Conversion Order”);
- (v) assistance with the management and transition of legacy company employees;
- (vi) assistance with reconciliation of payments made by Stellex (“Buyer”) under the Asset Purchase Agreement, TSA and the Agreed Stipulation and Order regarding post-petition, pre-closing accounts payable entered by the Bankruptcy Court on May 24, 2021, (Docket No. 645) including reconciliation of amounts subject to Buyer’s \$21.5MM Cap;
- (vii) assistance with tracking and payment of Accounts Receivable for Buyer;
- (viii) consultation regarding APA Purchase Price Adjustment to Accounts Receivable and Inventory and analysis and adjustment to be made in relation to the Closing Statement per the APA;
- (ix) upon request, assistance with investigation and recovery with respect to cyber security issues including e-mail and wire fraud issues; and
- (x) other professional services as may be requested by Trustee and agreed to by Ankura in writing.

Statement Regarding Connections to the Case

7. To the best of Trustee's and Ankura's knowledge after diligent inquiry, other than as set forth in the Declaration of Ankura attached hereto as **Exhibit "1"**, Ankura has no connection with the Debtors, Debtors' creditors, any other parties-in-interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States Trustee and has no interest adverse to the Trustee or the Estate pursuant to FED. R. BANKR. P. 2014.

8. The Trustee believes that Ankura's employment is necessary and would be in the best interest of the Estate, for the reasons set out above.

9. The Trustee certifies that Ankura is not being employed to perform duties required to be performed by the Trustee. The Trustee has informed Ankura that if trustee duties are performed, the bankruptcy estate may not compensate Ankura for those services.

Compensation

10. The Trustee requests that Ankura be retained at an hourly rate (with fees to be paid at the normal hourly rate of the persons performing services) as to all services performed for her as her consultants, with payment of fees and reimbursement of its expenses subject to application to and approval of this Court. Ankura's professional rates for this engagement range from \$530.00 to \$1,155.00, before the negotiated 25% reduction off the total amount of fees billed. Expenses are charged at the cost incurred by Ankura.

11. In reaching her decision, the Trustee has evaluated the estate's available resources, and the complexity of the matters in this case. Under the circumstances, the Trustee believes that the terms of the proposed agreement are both reasonable and prudent.

12. As set forth in the Debtors application to employ Ankura at Docket No. 279, Ankura received \$1,401,415.45 in the 90 days before the petition date in this case. Ankura has a

pending application for fees at Docket No. 777 (the “**Ankura Fee Application**”) for services performed from February 15, 2021 through the date of conversion on June 21, 2021 of \$3,430,659.25, plus a post-conversion fee estimate of \$90,000.00 for a total of \$3,520,659.25 in professional fees, plus \$2,722.33 in expenses.

13. Per the Ankura Fee Application, Ankura has received \$2,401,085.33 for services rendered post-petition and pre-conversion leaving a requested amount due of \$1,122,296.25 for fees and expenses incurred post-petition and pre-conversion.

14. Ankura currently holds a retainer of \$227,150.65. The retainer of \$227,150.65 held by Ankura shall first be applied to any approved chapter 7 fees and expenses, then to any approved but unpaid chapter 11 fees and expenses with any balance to be turned over to the Trustee as general funds of the Debtor subject to the Final DIP Order² and modifications thereto.

15. Accordingly, the Trustee requests that the Court approve the retention of Ankura as special consultant under 11 U.S.C. § 327(a) and 328 as set forth above and for such other relief as is just.

WHEREFORE, the Trustee prays that the Court enter an order authorizing the Trustee to employ Ankura, at its regular hourly rates with the agreed-to percentage reduction, with payment of fees and reimbursement of its expenses subject to application to and approval of this Court, with such employment to be made effective June 21, 2021, and for other and further relief as is just.

² The *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition Secured Parties, (V) modifying Automatic Stay and (VI) Granting Related Relief* [Docket No. 335] (the “Final DIP Order”).

Dated: July 22, 2021.

Respectfully submitted,

/s/ Janet S. Northrup
Janet S. Northrup, Chapter 7 Trustee
SBN 03953750
Total Plaza
1201 Louisiana, 28th Floor
Houston, Texas 77002
(713) 759-0818 Telephone
(713) 759-6834 Facsimile
jsn@hwa.com

CERTIFICATE OF SERVICE

I hereby certify that, pursuant to Bankr. R. 2014, this instrument was served via ECF on all parties receiving ECF notice in this case on this 22nd day of July, 2021.

/s/ Janet S. Northrup
Janet S. Northrup

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

IN RE:	§	CASE NO. 21-30574
	§	
COUNTRY FRESH HOLDING COMPANY, INC., et al.,¹	§	(CHAPTER 7)
	§	
Debtors.	§	
	§	
	§	Jointly Administered

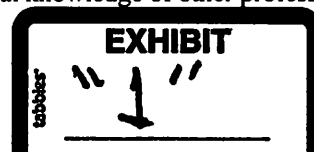
DECLARATION OF STEPHEN MAROTTA

I, Stephen Marotta, the undersigned, do hereby certify under penalty of perjury that the following statements are true and correct:

1. I am a Senior Managing Director with Ankura Consulting Group, LLC (together with employees of its affiliates, its wholly owned subsidiaries, and independent contractors, “Ankura”), a consulting firm that specializes in corporate restructuring, operations improvements, liquidation analytics, liquidation and asset sales, and case management services. I submit this declaration (the “**Declaration**”) on behalf of Ankura in support of the Trustee’s *Application for Authority to Employ Ankura Consulting Group, LLC as Special Consultant Pursuant to Sections 327(a) and 328* (the “**Application**”) on the terms and conditions set forth in the Application and the engagement letter attached to the Application (the “**Engagement Letter**”). Except as otherwise noted, I have personal knowledge of the matters set forth herein.²

¹ The Debtors in these Chapter 7 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.

² Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at Ankura and are based on information provided by such professionals.



Disinterestedness and Eligibility

2. In connection with the preparation of this Declaration, Ankura conducted a review of its contacts with the Debtors, their affiliates and certain entities holding large claims against or interests in the Debtors that were made known to Ankura. A listing of the parties reviewed is reflected on Schedule 1 to this Declaration (the “**Potential Parties in Interest**”). Ankura’s review, completed under my supervision, consisted of a comparison of the list of Potential Parties in Interest with an internal computer database containing names of individuals and entities that are present or recent former clients of Ankura, as well as an internal email was circulated to Ankura Senior Managing Directors, Managing Directors and the Turnaround & Restructuring practice personnel. The disclosure list attached as Schedule 2 to this Declaration (the “**Disclosure List**”) is the result of Ankura’s review.

3. As part of its diverse practice, Ankura appears in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and parties in interest in these chapter 11 cases and chapter 7 case. Ankura has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings. In addition, Ankura has in the past, may currently, and will likely in the future be working with or against other professionals involved in these chapter 7 cases in matters unrelated to the Debtors and these chapter 7 cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which Ankura is to be employed, and none are in connection with these chapter 7 cases.

4. Except as described in the Application, Ankura does not believe it is a “creditor” with respect to fees and expenses of any of the Debtors within the meaning of section 101(10) of the Bankruptcy Code. Further, neither I nor any other Ankura Senior Professional or engagement team member, to the best of my knowledge, is a holder of any outstanding debt instruments or shares of the Debtors’ stock.

5. As such, to the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, other than as specified herein or in the Application, Ankura (a) is not a creditor, or equity security holder, (b) has not been, within three (3) years before the Petition Date, (i) an investment banker for a security of the Debtors or (ii) an attorney for such an investment banker in connection with the offer, sale, or issuance of a security of the Debtors, (c) was not, within two (2) years before the Petition Date, a director, officer, or employee of any investment banker as specified in part (b) of this paragraph, and (d) does not have an interest materially adverse to the interest of the Debtors’ estates or of any class of creditors or equity security holders.

6. It is Ankura’s policy and intent to update and expand its ongoing relationship search for additional parties-in-interest in an expedient manner. If any new parties-in-interest are provided to Ankura and in connection therewith, Ankura discovers new material relevant facts or relationships, Ankura will promptly file a supplemental declaration.

Professional Compensation

7. Subject to Court approval of the Application and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable U.S. Trustee guidelines, and the Local Rules, Ankura will seek from the Trustee payment for compensation on an hourly basis for all Ankura Professionals, as well as reimbursement of actual and necessary expenses incurred by Ankura. Ankura’s customary hourly rates as charged in bankruptcy matters

of this type by the professionals assigned to this engagement are outlined in the Application. These hourly rates are adjusted periodically.

8. To the best of my knowledge, (i) no commitments have been made or received by Ankura with respect to compensation or payment in connection with these cases other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (ii) Ankura has no agreement with any other entity to share with such entity any compensation received by Ankura in connection with this chapter 7 case.

9. By reason of the foregoing, I believe Ankura is eligible for retention by the Trustee pursuant to sections 327 and 328 of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

10. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: July 22, 2021

/s/ Stephen Marotta

Stephen Marotta
Senior Managing Director
Ankura Consulting Group, LLC



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July 22, 2021

Janet S. Northrup
 Hughes Watters Askanase, LLP
 1201 Louisiana St, 28th Floor
 Houston, Texas 77002

Re: Country Fresh Holding Company Inc., et al.: Case No. 21-30574 (MI) (the "Case")
 Chapter 7 Transition and Wind-Down Services

Dear Janet:

This letter agreement (this "Agreement"), entered into as of June 22, 2021 (the "Effective Date"), confirms the terms of the agreement and retention of Ankura Consulting Group, LLC ("Ankura") by you in your capacity as Chapter 7 Trustee ("Trustee") in respect of the wind down of Country Fresh Holding Company Inc. and those of its affiliates that are debtors in the Case (collectively, the "Company" or "Debtor") pursuant to which Ankura will act as the advisor to Trustee to provide wind-down and advisory services with respect to the Company as set forth below.

1. Scope of Engagement: On the terms and subject to the conditions of this Agreement, Ankura will provide to Trustee the following services (the "Services"), as requested by Trustee and agreed to by Ankura:

(a) Transition and Wind-Down services as follows:

- i) Transition of Debtor bank accounts;
- ii) Facilitation of ongoing Transition Services Agreement ("TSA") obligations and management of TSA personnel;
- iii) Transfer of Debtor information and consultation regarding context and understanding of such information, including information on the Debtor Questionnaire;
- iv) Submission of a schedule of unpaid debts as of the Conversion Date per the Conversion Order (Docket No.719) (the "Conversion Order");
- v) Assistance with the management and transition of legacy company employees;
- vi) Assistance with reconciliation of payments made by Stellex ("Buyer") under the company sale Asset Purchase Agreement, Transition Services Agreement and the Agreed Stipulation and Order regarding post petition, pre-closing accounts payable entered by the Bankruptcy Court on May 24, 2021, (Docket No. 645) including reconciliation of amounts subject to Buyer \$21.5MM Cap;
- vii) Assistance with tracking and payment of Accounts Receivable for Buyer;





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- viii) Consultation regarding APA Purchase Price Adjustments to Accounts Receivable and Inventory and analysis and adjustments to be made in relation to the closing statement per the Stellex Asset Purchase Agreement; and
 - ix) Upon request, assistance with investigation and recovery with respect to cyber security issues including e-mail and wire fraud issues.
- (b) Perform such other professional services as may be requested by Trustee and agreed to by Ankura in writing.

In the event there is a disagreement as to any direction, guidance or instruction to be given to Ankura in connection with the foregoing Services, Ankura shall take such direction, guidance or instruction exclusively from you.

It is Ankura's intention to work closely with Trustee throughout the course of the engagement. Regular discussions with Trustee regarding Ankura's progress should provide Trustee and the Company with an opportunity to confirm or request that Ankura modify the scope of its engagement to best serve Trustee's needs. The Services and compensation arrangements set forth herein do not encompass other financial advisory services not set forth in this Section 1. If Trustee and Ankura later determine to expand the scope of Services to include other services not otherwise set forth herein, such future agreement will be the subject of a further and separate written agreement of the parties.

2. Fees and Expenses: For Ankura's Services hereunder, the Trustee agrees to pay to Ankura the fees (the "Fee") based on the actual hours expended at its standard hourly rates that are in effect when the Services are rendered subject to Bankruptcy Court approval. Ankura's rates generally are revised annually. Ankura's current hourly rates are as follows:

	Rate
Senior Managing Director	\$1,155
Managing Director	\$990
Director	\$825
Associate	\$530

Given the particular circumstances of this engagement, Ankura agrees to provide a 25% discount to the aggregate amount of Fees billed in this matter.

- (a) Expense Reimbursement: Subject to Bankruptcy Court approval, Ankura shall be entitled to reimbursement of actual, reasonable out-of-pocket and direct expenses incurred in connection with the Services to be provided under this Agreement (including for Ankura's reasonable out-of-pocket fees and expenses for outside legal counsel and other third-party advisors) incurred in connection with this Agreement, including the negotiation and performance of this Agreement and the matters contemplated hereby (collectively, "Expenses").
- (b) Reasonableness of Fees: Trustee acknowledges that Ankura's prior experience with the Debtors, general restructuring experience, and expertise will inure to the benefit of the parties hereto, that



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the value to the parties hereto of Ankura's Services derives in substantial part from that experience and expertise and that, accordingly, the structure and amount of the Fees to be paid to Ankura hereunder are reasonable. Trustee acknowledges that a substantial professional commitment of time and effort will be required of Ankura and its professionals hereunder, and that such commitment may foreclose other opportunities for Ankura. Given the numerous issues that may arise in engagements such as this, Ankura's commitment to the variable level of time and effort necessary to address such issues, the expertise and capabilities of Ankura that will be required in this engagement, and the market rate for Ankura's services of this nature, whether in-court or out-of-court, the parties agree that the fee arrangement provided for herein is reasonable, fairly compensates Ankura, and provides the requisite certainty to the parties hereto.

- (c) Testimony; Subpoena Requests: If Ankura is requested or required to appear as a witness in any action that is brought by, on behalf of, or against the Trustee or Company or that otherwise relates to this Agreement, the Services rendered by Ankura hereunder, or under Ankura's prior engagement with the Company as Chief Restructuring Officer (the "CRO Agreement"), the Trustee agrees to, subject to Bankruptcy Court approval, (i) compensate Ankura for its associated time charges at our regular rates in effect at the time and (ii) reimburse Ankura for all documented, actual out-of-pocket expenses incurred by Ankura in connection with such appearance or preparing to appear as a witness, including without limitation, the fees and disbursements of legal counsel of Ankura's choosing. In addition, Ankura will be compensated and reimbursed for any time and expense (including without limitation, fees and expenses of legal counsel of Ankura's choosing) that Ankura may incur in considering or responding to discovery requests or other formal information requests for documents or information made in connection with any action or in connection with the Services under this Agreement or the CRO Agreement.

3. Retainer: In connection with the foregoing, it is Ankura's policy to receive an advance retainer for the Fees and Expenses. The retainer of \$227,150.65 held by Ankura shall first be applied to any approved chapter 7 fees and expenses, then to any approved but unpaid chapter 11 fees and expenses with any balance to be turned over to the Trustee as general funds of the Debtor subject to the Final DIP Order¹ and modifications thereto. This Retainer is in Ankura's general account and will not be held in a client trust account, and the Estate will not earn any interest on any Retainer.

4. Invoices and Payment: The obligations of the Trustee under this Agreement shall be joint and several obligations. The payment of the Fees and Expenses hereunder are the exclusive obligations of the Estate. Subject to Bankruptcy Court approval the Trustee agrees to pay all Fees and Expenses for all Services rendered and Expenses incurred. In the event that the Trustee does not pay Ankura's invoices in accordance with their terms, Ankura may terminate or suspend the engagement and the performance of Services.

5. Term of Agreement: Unless terminated earlier as set forth below, this engagement shall terminate upon completion of the Services. This Agreement may be terminated at any time by Ankura or the Trustee upon written notice to the other party. Any termination of this Agreement shall not affect any provisions that survive the termination hereof, including Ankura's right to receive payment of Fees earned and Expenses incurred by Ankura through the date of termination, and the Trustee shall pay or cause to be paid all such

¹ The Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition Secured Parties, (V) modifying Automatic Stay and (VI) Granting Related Relief [Docket No. 335] (the "Final DIP Order").



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reasonable Fees and Expenses due and owing subject to Bankruptcy Court approval. If the Agreement is terminated, the parties hereto agree that Ankura may pursue, advise and/or provide services to any third party(ies) relating to or involving the Company as authorized by the Trustee.

6. Court Approval:

- (a) Trustee and the Company shall use their best efforts to promptly file this agreement with the United States Bankruptcy Court (the "Bankruptcy Court") having jurisdiction over the Trustee's proceeding under Chapter 7 of the United States Code (the "Bankruptcy Code") for the approval of (A) this Agreement and (B) Ankura's retention by the Trustee under the terms of this Agreement. Trustee will use her best efforts to ensure that the court authorizes the Trustee to honor her obligations under this Agreement and payment by the Trustee of all Fees and Expenses in accordance with the terms hereunder (including Ankura's counsel's fees and expenses) and, if necessary, approves this Agreement, *nunc pro tunc* to the date the Chapter 7 proceeding was commenced.
- (b) Trustee shall provide Ankura with a draft of such notice and any proposed order authorizing Ankura's retention sufficiently in advance of the filing of such notice and proposed order to enable Ankura and its counsel to review and comment thereon. Ankura shall have no obligation to provide any Services under this Agreement unless Ankura's retention under the terms of this Agreement is approved by a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which order is acceptable to Ankura in all respects.

7. Nature of Services; Use of Advice:

- (a) Ankura shall act as an independent contractor under this Agreement, and not in any other capacity including as a fiduciary, and any obligations arising out of its engagement shall be owed solely to the Trustee. The Services, including the deliverables and reports, are provided solely for your use for the purposes set forth herein. You may not disclose or discuss the Services or any deliverable or report or make the benefit of the Services available to anyone else or refer to the contents of a deliverable or report or the findings of our work except (i) as specifically stated herein, (ii) with our prior written consent on terms to be agreed in writing, (iii) where required by law or regulation, or (iv) as required to fulfill the Trustee's fiduciary duties under the United States Bankruptcy Code and/or as directed by the Bankruptcy Court. The Services and all deliverables are not for a third party's use, benefit or reliance and Ankura disclaims any contractual or other responsibility or duty of care to any third party based upon the Services or deliverables. Nothing in this Agreement, expressed or implied, is intended to confer or does confer on any person or entity, other than the parties hereto any rights or remedies under or by reason of this Agreement or as a result of the services to be rendered by Ankura hereunder.
- (b) At the direction of Trustee, certain communications and correspondence between Ankura and reports and analyses prepared by Ankura, in connection with this Agreement and the matters contemplated hereby, will be considered in preparation for litigation, and accordingly, will be subject to the attorney-client privilege and work-product privilege between Ankura and the Trustee.
- (c) The Services and any deliverables, including any oral advice or comments, should not be associated with, referred to or quoted in any manner in any financial statements or any offering memorandum, prospectus, registration statement, public filing, loan or other agreements.



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8. Intellectual Property: Ankura owns the intellectual property rights in the deliverables and reports and any materials created under this Agreement. Ankura agrees that upon payment in full for the Services, the Trustee will have a non-exclusive, non-transferable license to use the deliverables for your own internal use in accordance with the terms of this Agreement. Notwithstanding the foregoing, (i) any patent, copyright, trademark and other intellectual property rights of Ankura contained in any deliverable or report shall remain the sole and exclusive property of Ankura, and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how and other intellectual property embedded in the deliverable or reports that Ankura may develop or supply in connection with our Services shall remain the sole and exclusive property of Ankura. Notwithstanding the foregoing, the Trustee may use delivered work product to the extent necessary in the administration of the case.

9. Confidentiality:

(a) Generally. In connection with this engagement, either party (the "Receiving Party") may come into the possession, whether orally or in writing, of Confidential Information (as defined below) of the other party (the "Disclosing Party"). The Receiving Party hereby agrees that it will not disclose, publish or distribute such Confidential Information to any third party without the Disclosing Party's consent, which consent shall not be unreasonably withheld other than (i) to the Receiving Party's affiliates and its and their employees, officers, directors, auditors, and advisors; (ii) if such disclosure is requested or required by a governmental agency having regulatory authority or other authority over the Receiving Party; (iii) pursuant to court order, subpoena or legal process requiring disclosure, provided that Receiving Party shall use its best efforts to promptly give Disclosing Party written prior notice (if legally permissible) of any disclosure under this clause (iii) so that Disclosing Party can seek a protective order; or (iv) to tax advisors regarding the tax treatment or tax structure of any transaction; provided that such advisors are informed of the confidential obligations hereunder.

(b) Definition of Confidential Information. "Confidential Information" means any and all non-public, confidential or proprietary knowledge, data, or information of or concerning the Disclosing Party. For the avoidance of doubt, Confidential Information includes without limitation, research, analyses, names, business plans, valuations, databases and management systems. Confidential Information shall not include information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) is already in the lawful possession of the Receiving Party at the time of disclosure; (iii) is lawfully obtained from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality; or (iv) is independently developed without use of or reference to any Confidential Information.

10. Access and Information:

In order to fulfill the Services under this Agreement, it will be necessary for Ankura personnel to continue to have access to the Company's books, records and reports of the Trustee and Company. In addition, Ankura will need to have discussions with the Company's former management and certain other personnel. Ankura will perform the Services in a manner that will permit the wind down of the Company to proceed in an orderly fashion, subject to the requirements of this engagement. Ankura understands that the Trustee has, or will use best efforts to, furnish Ankura with such information as Ankura believes appropriate to its assignment (all such information so furnished being the "Information"). The Trustee recognizes and confirms that Ankura (i) will use and rely on the accuracy and completeness of the Information and on



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Information available from generally recognized public sources without independently verifying the same, (ii) does not assume responsibility for the accuracy, completeness or reasonableness of the Information and such other Information, and (iii) will not make an appraisal of any assets or liabilities (contingent or otherwise) of the Company or Chapter 7 estate. Trustee shall advise Ankura promptly upon obtaining any actual knowledge of the occurrence of any event or any other change in fact or circumstance upon which Ankura formed part or all of its opinions, advice, or conclusions, or which could reasonably be expected to result in some or all of the Information being incorrect, inaccurate, or misleading.

Ankura will submit oral reports highlighting its findings and observations based upon the Services it performs pursuant to this Agreement. Ankura's reports will encompass only matters that come to its attention in the course of its work that it perceives to be significant in relation to the objectives of the engagement. The depth of Ankura's analyses and extent of its authentication of the information on which its advice to Trustee will be based may be limited in some respects due to the extent and sufficiency of available Information, time constraints dictated by the circumstances of Ankura's engagement, and other factors. Ankura does not contemplate examining any such Information in accordance with generally accepted auditing or attestation standards. It is understood that, in general, Ankura is to rely on Information disclosed or supplied to it by the Trustee or Debtors' records without audit or other detailed verification of their accuracy and validity. Accordingly, Ankura will be unable to and will not provide assurances in its reports concerning the integrity of the Information used in its analyses and on which its findings and advice to the Trustee may be based. In addition, Ankura will state that it has no obligation to, and will not update its reports or extend its activities beyond the scope set forth herein unless Trustee requests and Ankura agrees to do so.

11. Limitation of Liability: Neither Trustee, nor any other party acting on their behalves shall hold Ankura liable for any matter in connection with this engagement, the Services or the Agreement, absent gross negligence, fraud, willful misconduct or bad faith as finally determined by a judgment of a court of competent jurisdiction. In no event shall Ankura be liable (i) under this Agreement or the engagement for damages in excess of the total amount of Fees collected; (ii) loss or corruption of data from the Company or Trustee's systems; or (iii) for any claim whatsoever for any loss of profit, goodwill, business opportunity, anticipated savings or benefits, special, consequential, exemplary, incidental, punitive or indirect damages of any kind.

12. Entire Agreement; Amendments: This Agreement represents the entire agreement between the parties in relation to the Services, supersedes all previous agreements relating to the subject matter hereof (should they exist) and may not be modified or amended except in writing signed by all of the parties hereto.

13. Counterparts: This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

14. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

15. Announcements: Ankura shall be entitled to identify the Trustee and use the Trustee's name and logo in connection with marketing and pitch materials upon conclusion of the Services.

16. GOVERNING LAW; JURY TRIAL WAIVER; JURISDICTION: THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF



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NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN SUCH STATE. ANKURA AND TRUSTEE KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT OF ANKURA PURSUANT TO, OR THE PERFORMANCE BY ANKURA OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT. REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF THE PARTIES HERETO, EACH PARTY HEREBY IRREVOCABLY CONSENTS AND AGREES THAT ANY CLAIMS OR DISPUTES BETWEEN OR AMONG THE PARTIES HERETO ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE CRO AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE BANKRUPTCY COURT IN WHICH THE CHAPTER 7 CASE IS PENDING. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO FURTHER IRREVOCABLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND HEREBY WAIVES IN ALL RESPECTS ANY CLAIM OR OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON-CONVENIENS. EACH PARTY HERETO AGREES THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON IT AND MAY BE ENFORCED IN ANY OTHER COURT(S) HAVING JURISDICTION OVER IT BY SUIT UPON SUCH JUDGMENT. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ALL SUCH DISPUTES BY THE MAILING OF COPIES OF SUCH PROCESS TO THE NOTICE ADDRESS FOR EACH SUCH PERSON AS SET FORTH IN THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANY OTHER PARTY HERETO HAS REPRESENTED EXPRESSLY OR OTHERWISE THAT SUCH PARTY WOULD NOT SEEK TO ENFORCE THE PROVISIONS OF THIS WAIVER. EACH OF THE PARTIES HERETO HEREBY ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY AND IN RELIANCE UPON, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.

17. Notices: Notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be mailed or delivered (including via email so long as the recipient acknowledges receipt) at the address set forth in the signature blocks of each such person below. Notices shall be deemed provided on the date sent.

18. Miscellaneous:

(a) Conflicts:

- i) Ankura is involved in a wide range of other activities from which conflicting interests, or duties, may arise. Ankura has undertaken an inquiry of its records in accordance with its standard business practices based on the parties identified to it and has determined that it may proceed. Due to the diversity of Ankura's experts and advisory services, Ankura cannot be certain all relationships have or will come to light. Should an actual conflict come to the attention of Ankura during the course of this engagement, Ankura will notify Trustee immediately and take appropriate actions, as necessary. Ankura is not restricted from working on other engagements involving the parties in this matter; however, during the course of this engagement, services of the nature described in this Agreement that are directly adverse to the Trustee shall not be provided by personnel working on this engagement without prior written consent of the Trustee.



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- ii) The Trustee acknowledges that Ankura and its affiliates may have provided professional services to, may currently provide professional services to, or may in the future provide such services to other parties-in-interest. The Trustee agrees that Ankura, its affiliates, subsidiaries, subcontractors and their respective personnel will have no responsibility to the Trustee in relation to such professional services, nor any responsibility to use or disclose information Ankura possesses by reason of such services, whether or not such information might be considered material to the Trustee. Information that is held elsewhere within Ankura but is not publicly available will not for any purpose be taken into account in determining Ankura's responsibilities to the Trustee under this engagement. Ankura will not have any duty to disclose to the Trustee or any other party or utilize for the benefit of any such party's or any other party any non-public information, or the fact that Ankura is in possession of such information, acquired in the course of providing services to any other person, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business.
- (b) Authority; Due Authorization; Enforceability: Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid and binding agreement of each such party, enforceable in accordance with its terms.
- (c) Independent Contractors: In connection with the Services, Ankura may utilize employees, agents or independent contractors or its own affiliates (each of which is a separate and independent legal entity) or its own agents or independent contractors. References in this Agreement to Ankura personnel shall apply equally to employees, agents or independent contractors of Ankura and its affiliates. Ankura shall act as an independent contractor under this Agreement, and not in any other capacity including as a fiduciary, and any obligations arising out of its engagement shall be owed solely to you as Trustee. As an independent contractor, Ankura will have complete and exclusive charge of the management and operations of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operations of its business. Ankura will remain solely responsible for the Services.
- (d) Limitations of Engagement: Trustee acknowledges that Ankura is being retained solely to assist Trustee as described in this Agreement. Trustee agrees that she will be solely responsible implementing any advice or recommendations and for ensuring that any such implementation complies with applicable law. Trustee understands that Ankura is not undertaking to provide any legal, regulatory, accounting, insurance, tax or other similar professional advice and the Trustee confirms that she is relying on her own counsel, accountants and similar advisors for such advice. This engagement shall not constitute an audit or review, or any other type of financial statement reporting engagement. It is expressly agreed that, other than as set forth above, Ankura will not evaluate or attest to the Company's internal controls, financial reporting, illegal acts or disclosure deficiencies and Ankura shall be under no obligation to provide formal fairness or solvency opinions with respect to any bankruptcy case or otherwise, or any transaction contemplated thereby or incidental thereto. In rendering its Services pursuant to this Agreement, and notwithstanding anything to the contrary herein, Ankura is not assuming any responsibility for any decision to pursue (or not to pursue) any business strategy or to effect (or not to effect) any transaction. Ankura shall not have any obligation or responsibility to provide legal, regulatory, accounting, tax, audit, "crisis management" or business consultant advice or services hereunder and shall have no



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responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements.

- (e) Counsel Representation: The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel. There shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as “drafter” in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.
- (f) Assignment: This Agreement may not be assigned by any party hereto without the prior written consent of the other parties. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning parties. This Agreement shall be binding on the parties hereto and their successors and permitted assigns. Ankura may also transfer or deal with our rights in any unpaid invoice without notice.
- (g) Headings: Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- (h) Survival: Those provisions that by their nature are intended to survive termination or expiration of this Agreement and any right or obligation of the parties in this Agreement that, by its express terms of nature and context is intended to survive termination or expiration of this Agreement, shall so survive any such termination or expiration. For the avoidance of doubt, upon any termination of this Agreement, Section 2-12, 14-18 hereto shall survive such termination and shall remain in effect. Notwithstanding the foregoing, the obligations under Section 9 shall survive for two (2) years after termination of this Agreement.
- (i) Force Majeure: No party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including but not limited to, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- (j) Non-Solicitation: The Trustee will not, during the term of the engagement or for twelve (12) months thereafter, solicit (directly or indirectly) any employee of Ankura or attempt to induce or cooperate with any other firm in an attempt to induce any employee to leave the employ of Ankura.
- (k) Money Laundering. Ankura may, in addition to making searches of appropriate databases, request from you, your affiliates or your advisors, certain information and documentation for the purposes of verifying your identity in order to comply with our obligations under applicable money-laundering regulation, legislation and our internal policies. If satisfactory evidence of identity is not provided within a reasonable time, it may be necessary for us to cease work. Where we believe that there are circumstances which may give rise to a money laundering offence under applicable legislation, we may consider it necessary to make a report to the appropriate authorities. We may not be able to discuss such reports with you and we will not be liable to you for any loss or damage which you may suffer or incur as a result of our making such a report, including, without limitation, as a result of any delay to any stage of a matter or as a result of completion being prohibited by such authorities.



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[Signature pages follow.]



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If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon this Agreement and your acceptance shall constitute a binding agreement between us.

If you have any questions, please call Stephen Marotta at (973)714-9800. We look forward to working with you on this important matter.

Ankura Consulting Group, LLC

By: /s/ Stephen Marotta
Name:
Title: Senior Managing Director
E-mail: stephen.marotta@ankura.com
Address:
216 Seven Bridges Road
Little Silver, NJ 07739

With a copy to:
485 Lexington Avenue, 10th Floor
New York, NY 10017
Attn.: General Counsel

Accepted and agreed:

TRUSTEE:

Janet Northrup, Chapter 7 Trustee

By _____
Name: Janet Northrup
Title: Chapter 7 Trustee for the estate of Country
Fresh Holding Company, Inc. et al,
Case No. 21-30574
E-mail: jsn@hwa.com
Address:
Hughes Watters Askanase, LLP
1201 Louisiana St, 28th Floor
Houston, Texas 77002

Date:



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