

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

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

**STIPULATION AND AGREED ORDER
REGARDING SRFF08 READING PA LP**

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”), SRFF08 READING PA LP (“Reading Landlord”), and Stellex/CF Buyer (US) LLC (the “Buyer”, and together with the Trustee, on behalf of the Debtors, and Reading Landlord, 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 that *Order Authorizing Country Fresh Holdings Company*

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.

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");

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, including the Supplemental TSA Order (as defined below), the "TSA")²

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] (the "Conversion Order")*;

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the APA, the Sale Order, or the TSA, as applicable.

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

WHEREAS, on June 17, 2021, the Court entered that certain *Stipulation and Agreed Order (I) Withdrawing Certain PACA Claim Objections, (II) Paying Certain New Undisputed PACA Claims, (III) Extending Certain TSA End Dates, and (IV) Resolving Certain Insurance Disputes* [Docket No. 710] (the “Supplemental TSA Order”);

WHEREAS, in accordance with the TSA and the Supplemental TSA Order, among other things, the Term of the TSA commenced on the Closing Date and continues for a period ending ninety (90) calendar days thereafter, other than with respect to Transition Services related to Leased Employees;

WHEREAS, pursuant to the APA and the Conversion Order, among other things, for the first ninety (90) calendar days after the Closing Date, the Buyer was permitted a Designation Rights Period to designate any contract or lease for either (i) assumption and assignment to the Buyer or (ii) rejection;

WHEREAS, the Parties are engaged in ongoing negotiations regarding that certain unexpired lease by and between Debtor Sun Rich Fresh Foods (PA), Inc. and Reading Landlord (the “Lease”); and

WHEREAS, the Parties have agreed to extend the Designation Rights Period and the Term of the TSA as set forth herein.

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. Effective as of July 28, 2021, the Designation Rights Period and the Term of the TSA (other than with respect to Transition Services related to Leased Employees) is extended through and including August 31, 2021 (the "Extended Termination Date") with respect to the Lease, in accordance with and subject to the terms of this Stipulation and Agreed Order and the terms and conditions of the TSA shall continue to apply with respect to the Lease through the Extended Termination Date.

3. On or before July 28, 2021, the Buyer or its designee shall send by check (via overnight delivery) or otherwise, the rent due under the Lease for the month of July 2021 to the Reading Landlord. The Buyer or its designee shall use commercially reasonable efforts to ascertain the amount of any unpaid utilities for the property subject to the Lease and shall promptly pay such utilities that were incurred after the Closing Date and provide reasonable documentation of such payment to the Reading Landlord. The Buyer or its designee shall be provided notice by the Reading Landlord (which shall be by email to counsel to the Buyer) of other amounts due under the Lease from the Closing Date through the Extended Termination Date and upon such receipt shall timely pay such amounts unless otherwise agreed in writing by the Reading Landlord. To the extent the Reading Landlord receives documentation related to, or is or becomes aware of, any unpaid amounts owing under the Lease from the Closing Date through the Extended Termination Date, the Reading Landlord shall promptly provide same to the Buyer for payment (which shall be by email to counsel to the Buyer). If any amended or new lease provides for a reduced amount of rent for July or August 2021, the difference between the rent paid by the Buyer for July and August 2021 and the reduced amount shall, at the Buyer's election, be credited toward such amended or new lease.

4. With respect to the Lease, the Designation Rights Period and the Term of the TSA may be further extended or shortened with the written consent of each of the Parties without further order of the Court.

5. 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: July _____, 2021
Houston, Texas

MARVIN ISGUR,
UNITED STATES BANKRUPTCY JUDGE

AGREED AND ACCEPTED:

HUGHES WATTERS ASKANASE, LLP

By: /s/ Wayne Kitchens

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