

ESCROW AGREEMENT

This **ESCROW AGREEMENT** (this “Agreement”), dated as of April 29, 2021 (the “Closing Date”), by and among Stellex/CF Buyer (US) LLC, a Delaware limited liability company (“Buyer”), Country Fresh Holding Company Inc., a Delaware corporation (“Holdings”), and Citibank, N.A., a national banking association (the “Escrow Agent”). Capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement (as defined herein).

WHEREAS, Buyer, Holdings, and the Sellers set forth in Schedule I thereto have entered into the Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”);

WHEREAS, in accordance with the terms and subject to the conditions of the Purchase Agreement, Buyer is depositing (or causing to be deposited) with the Escrow Agent \$12,000,000 (the “Adjustment Escrow Amount”) for the benefit of, on the one hand, the Sellers, or the Buyer, on the other hand, as the case may be, pursuant to the terms of the Purchase Agreement, to be held in a separate and distinct escrow account (the “Adjustment Escrow Account”) and disposed of as provided herein.

WHEREAS, Buyer may deposit additional funds into the Adjustment Escrow Account from time to time in accordance with Section 3.1(h)(iv) of the Purchase Agreement (“Replenishment Funds”).

WHEREAS, in accordance with the terms and subject to the conditions of the Purchase Agreement, Buyer is depositing (or causing to be deposited) with the Escrow Agent \$220,000 (the “License Escrow Amount”) for the benefit of the Buyer, pursuant to the terms of the Purchase Agreement, to be held in a separate and distinct escrow account (the “License Escrow Account”) and together with the Adjustment Escrow Account, the “Escrow Accounts”) and disposed of as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Appointment of Escrow Agent. The parties hereto mutually appoint and designate the Escrow Agent to act as escrow agent hereunder, to receive and hold in escrow the Escrow Funds (as defined below), and to effect the disposition of the Escrow Funds in accordance with the terms and conditions hereof, and the Escrow Agent hereby accepts such appointment and designation.

SECTION 2. Deposit of Escrow Amount.

(a) Promptly upon the execution of this Agreement, Buyer shall deposit, or cause to be deposited, with the Escrow Agent (by wire transfer of immediately available funds in accordance with the payment instructions of the Escrow Agent attached as Annex I hereto), and the Escrow Agent shall acknowledge to all parties hereto upon receipt of, the Adjustment Escrow Amount (such amount, as increased by any Replenishment Funds and any earnings, interest and

gains on and proceeds from the investment or reinvestment thereof, if any (“Earnings”), is hereinafter referred to as the “Adjustment Escrow Funds”). The Escrow Agent shall not distribute or release the Adjustment Escrow Funds except in accordance with the express terms and conditions of this Agreement.

(b) Promptly upon the execution of this Agreement, Buyer shall deposit, or cause to be deposited, with the Escrow Agent (by wire transfer of immediately available funds in accordance with the payment instructions of the Escrow Agent attached as Annex I hereto), and the Escrow Agent shall acknowledge to all parties hereto upon receipt of, the License Escrow Amount (such amount, and any Earnings therefrom, is hereinafter referred to as the “License Escrow Funds” and together with the Adjustment Escrow Funds, the “Escrow Funds”). The Escrow Agent shall not distribute or release the License Escrow Funds except in accordance with the express terms and conditions of this Agreement and in accordance with Section 3.1(m) of the Purchase Agreement.

(c) With respect to any amount of the Adjustment Escrow Amount or the License Escrow Amount, as applicable, to be paid or distributed at any time, the term “Related Earnings” means the aggregate amount of the accrued Earnings not previously distributed by the Escrow Agent in respect of the Adjustment Escrow Amount multiplied by a fraction, the numerator of which is the amount of the Adjustment Escrow Amount to be so paid or distributed and the denominator of which is the aggregate amount of the Adjustment Escrow Amount held by the Escrow Agent immediately prior to such payment or distribution.

(d) The Escrow Agent shall maintain and provide to Buyer and Holdings on a monthly basis, or upon Buyer’s or Holdings’ reasonable request, a statement of holdings and transactions with respect to the Escrow Funds, in reasonable detail and in form and substance as customarily provided by the Escrow Agent for the Escrow Accounts for which it acts as escrow agent, which statement shall include Earnings, if any, received during such month in respect of the Escrow Funds and shall identify the type(s) and source(s) of such Earnings, if any. Buyer and Holdings shall also receive advices or confirmations for all transactions with respect to the Escrow Accounts as any such transactions occur.

SECTION 3. Escrow Funds. The Escrow Agent shall hold the Escrow Funds in its possession until authorized hereunder to deliver such Escrow Funds as follows:

(a) Upon receipt of a written joint instruction letter, a sample of which is attached hereto as Annex II (a “Joint Instruction Letter”), requesting the delivery of all or a portion of the Escrow Funds that is signed by or on behalf of both Buyer and Holdings (which shall include all applicable payment details), the Escrow Agent shall, within two (2) Business Days, deliver all or such portion of the Escrow Funds (plus the Related Earnings) to Buyer and/or Holdings or any Person designated in a Joint Instruction Letter in such amounts and in the manner directed in such Joint Instruction Letter.

(b) Upon receipt of written instructions delivered by Buyer or Buyer and Sellers jointly, as the case may be, pursuant to Section 3.1(g) or (i), Section 3.1(h)(iv), Section 3.1(k)(iv) or Section 3.1(m) of the Purchase Agreement, the Escrow Agent shall, within two (2) Business

Days, deliver all or such portion of the Escrow Funds (plus the Related Earnings) to Buyer or any Person designated by Buyer in such written instructions in such amounts and in the manner directed in such written instructions.

(c) Upon receipt of a final and nonappealable award, judgment or order of a court of competent jurisdiction with respect to payment of all or any portion of the Escrow Funds, accompanied by a written certification of the presenting party that such award, judgment or order is final, nonappealable and from a court of competent jurisdiction, accompanied by a certificate from the Buyer or Holdings to the effect that such award, judgment or order is final and non-appealable (a "Final Determination"), the Escrow Agent shall, within five (5) Business Days, deliver the amount of the Escrow Funds specified in such Final Determination as directed in such Final Determination. The Escrow Agent may rely on such Final Determination without further question.

(d) The Escrow Funds (including the Earnings, to the extent not already distributed pursuant to the terms and conditions of this Agreement) shall be used and released solely as set forth herein.

(e) The Escrow Agent shall act solely upon the written instructions it receives from the parties to this Agreement pursuant to the terms of this Agreement, which shall contain the exact dollar amount to be distributed by the Escrow Agent. The Escrow Agent shall not be responsible for determining whether any instructions are in accordance with the Purchase Agreement or any other agreement except this Agreement, and shall not be responsible for determining whether the dollar amount to be distributed by the Escrow Agent contained within such instructions is accurately calculated or otherwise in accordance with this Agreement, the Purchase Agreement or any other agreement.

SECTION 4. Investments; Disposition of Income.

(a) During the term of this Agreement, the Escrow Funds shall be invested in a non-interest bearing deposit account, insured by the Federal Deposit Insurance Corporation (the "FDIC") to the applicable limits, unless the Escrow Agent is otherwise instructed to invest the Escrow Funds in writing jointly by Holdings and Buyer and as shall be acceptable to the Escrow Agent. Written investment instructions, if any, shall specify the type and identity of the investments to be purchased and/or sold. The parties hereto acknowledge that a monthly account statement will be issued for the Escrow Accounts. The Escrow Agent is hereby authorized to execute purchases and sales of investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Accounts or the purchase, sale, retention or other disposition of any investment described herein. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement. The parties to this Agreement acknowledge that non-deposit investment products are not obligations of, or guaranteed, by Citibank/Citigroup nor any of its affiliates; are not FDIC insured; and are subject to investment risks, including the possible loss of principal amount invested. Only deposits in the United States are subject to FDIC insurance. The Escrow

Agent shall have no obligation to invest or reinvest the property held in escrow if all or a portion of such property is deposited with the Escrow Agent after 11:00 AM Eastern Time on the day of deposit. Instructions to invest or reinvest that are received after 11:00 AM Eastern Time will be treated as if received on the following Business Day in New York. The Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the Escrow Agent shall be required to distribute amounts from the Escrow Funds pursuant to the terms of this Agreement. Requests or instructions received after 11:00 AM Eastern Time by the Escrow Agent to liquidate all or any portion of the Escrow Funds will be treated as if received on the following Business Day in New York. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the escrowed property, as applicable, provided that the Escrow Agent has made such investment, reinvestment or liquidation of the escrowed property in accordance with the terms, and subject to the conditions of this Agreement.

(b) Receipt, investment and reinvestment of the Escrow Funds shall be confirmed by the Escrow Agent as soon as practicable by account statement, and any discrepancies in any such account statement shall be noted by Buyer or Holdings to the Escrow Agent within thirty (30) calendar days after receipt thereof. Failure to inform the Escrow Agent in writing of any discrepancies in any such account statement within said thirty (30) calendar day period shall conclusively be deemed confirmation of such account statement in its entirety. Any claim for interest payable will be at the Escrow Agent's published savings account rate in effect in New York, New York.

SECTION 5. Concerning the Escrow Agent.

(a) The Escrow Agent shall not be required to invest any funds held hereunder except as directed pursuant to Section 4 of this Agreement.

(b) This Agreement expressly sets forth all of the duties of the Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not be bound by the provisions of any agreement among the other parties hereto except this Agreement. While the Escrow Agent has been furnished with a copy of the Purchase Agreement for due diligence purposes, Buyer and Holdings acknowledge that the Escrow Agent has no actual or constructive knowledge of the terms of the Purchase Agreement including but not limited to the definitions of any capitalized terms contained therein and agree that the Escrow Agent shall exculpated and indemnified as provided in this Agreement from any and all liability relating to such lack of knowledge. The Escrow Agent's duties are ministerial in nature and no duties, including but not limited to fiduciary duties, shall be implied by the interpretation of this Agreement or the applicable state governing law.

(c) Buyer and Holdings shall, jointly and severally, indemnify, defend and hold harmless the Escrow Agent (and any successor escrow agent) and its directors, officers, agents and employees (the "Indemnitees") from and against any and all losses, liabilities, claims, actions, taxes, damages and expenses, including reasonable and documented attorneys' fees and disbursements, to the extent arising out of or in connection (a) with this Agreement, including

the reasonable legal costs and expenses of defending itself against any claim or liability in connection with its performance hereunder (collectively, "Losses"), except to the extent such Losses, as adjudicated by a court of competent jurisdiction, are caused by the fraud, gross negligence or willful misconduct of an Indemnitee, or (b) with its following any joint instructions or other joint directions from the Buyer and Holdings. Without limiting the foregoing, the Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, or as a result of any liquidation of any such investment prior to its maturity including any liability for any delays in the investment or reinvestment of the Escrow Funds, or any loss of interest incident to any such delays or the failure of Buyer and Holdings to give the Escrow Agent any instructions to invest or reinvest the Escrow Funds or any Earnings thereon. The obligations contained in this Section 5 shall survive the termination of this Agreement or the earlier resignation, replacement or removal of the Escrow Agent. Holdings and Buyer agree solely between themselves (and not limiting their obligations to the Escrow Agent) that: (i) if Buyer pays the Escrow Agent more than 50% of the amounts for which the Escrow Agent is being indemnified, and Holdings has not paid to the Escrow Agent its 50% share of the amounts for which the Escrow Agent is being indemnified, then Holdings shall reimburse Buyer for the difference between (A) such indemnification paid to the Escrow Agent by Buyer and (B) 50% of the amounts for which the Escrow Agent is being indemnified; and (ii) if Holdings pays the Escrow Agent more than 50% of the amounts for which the Escrow Agent is being indemnified, and Buyer has not paid to the Escrow Agent its 50% share of the amounts for which the Escrow Agent is being indemnified, Buyer shall reimburse Holdings for the difference between (A) such indemnification paid to Escrow Agent by Holdings and (B) 50% of the amounts for which the Escrow Agent is being indemnified.

(d) The Escrow Agent shall be entitled to reasonably rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder, without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity or the service thereof. The Escrow Agent may act in reasonable reliance upon any instrument or signature believed by it, in good faith, to be genuine and executed by authorized signers set forth on Schedules 1-A and 1-B attached hereto.

(e) Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for any (i) damages, losses or expenses arising out of the services provided hereunder, except to the extent such damages, losses or expenses as adjudicated by a court of competent jurisdiction have directly resulted from the Escrow Agent's fraud, gross negligence or willful misconduct, or (ii) special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(f) The Escrow Agent may act pursuant to the reasonable advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted in accordance with such advice, unless such action or omission shall have been finally adjudicated to have resulted from the Escrow Agent's fraud, gross negligence or willful misconduct.

(g) The Escrow Agent does not have any interest in the Escrow Funds deposited hereunder but is serving as escrow agent only and having only possession thereof. Upon execution of this Agreement, Buyer and Holdings shall provide the Escrow Agent with a fully executed Internal Revenue Service (“IRS”) Form W-9. The Escrow Agent shall also withhold from any distribution of Escrow Funds any taxes for which the Escrow Agent is legally obligated to withhold by any law or regulation in effect at the time of distribution and shall remit such taxes to the appropriate taxing authorities.

To the extent that any portion of the principal amount of the Escrow Funds represents part or all of the purchase price under the Purchase Agreement, Holdings shall provide written direction on or prior to each distribution all information reasonably requested by the Escrow Agent to perform tax reporting on IRS Form 1099-B. The Escrow Agent shall be entitled to rely on such information and documentation and shall not be responsible for, and shall be jointly and severally indemnified by Buyer and Holdings for, any additional tax, interest or penalty arising from the inaccuracy or late receipt of such information or documentation. Notwithstanding the joint and several liability of Buyer and Holdings pursuant to this Section 5(g), Buyer and Holdings agree, solely as between themselves, that any obligation for indemnification under this Section 5(g) shall be borne by Holdings or Buyer as determined by a court of competent jurisdiction through a final order to be responsible for causing the Loss for which the Escrow Agent is entitled to indemnification; provided, however, that if no such determination is made, then as between Buyer, on the one hand, and Holdings, on the other hand, each party agrees to be responsible for 50% of the Losses of the Escrow Agent and to reimburse the other party to the extent it pays more than 50% of any such Losses.

In addition, all interest or other income earned, if any, under this Agreement shall be allocated to Holdings (although such interest or other income shall not be disbursed to Holdings except in accordance with this Agreement), and, in each case, reported by the Escrow Agent to the IRS or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form), as income earned from the Escrow Funds by Holdings, whether or not said income has been distributed. Any other tax returns required to be filed will be prepared and filed by Holdings with the IRS and any other taxing authority as required by law, including, but not limited to, any applicable reporting or withholding pursuant to the Foreign Investment in Real Property Tax Act (“FIRPTA”). Holdings and Buyer acknowledge and agree that the Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return or any applicable FIRPTA reporting or withholding with respect to the Escrow Funds or any income earned by the Escrow Funds, except as provided above. Holdings and Buyer further acknowledge and agree that any taxes payable from the income earned on the investment of any sums held in the Escrow Accounts, if any which shall be paid by Holdings.

(h) The Escrow Agent makes no representation as to the validity, value, genuineness or the collectability of any security or other documents or instrument held by or delivered to it.

(i) The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

(j) The Escrow Agent (and any successor escrow agent) may at any time resign as such by delivering the Escrow Funds to any successor escrow agent jointly designated by the other parties hereto in writing, or to any court of competent jurisdiction, whereupon the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of the Escrow Agent shall take effect on the earlier of (i) the appointment of a successor (including a court of competent jurisdiction), (ii) the day which is sixty (60) calendar days after the date of delivery of its written notice of resignation to the other parties hereto or (iii) with immediate effect after giving written notice in order to comply with law or regulation as it deems necessary. If, at the effective time of resignation, the Escrow Agent has not received a designation of a successor escrow agent, the Escrow Agent's sole responsibility thereafter shall be to safekeep the Escrow Funds until receipt of a designation of a successor escrow agent via a Joint Instruction Letter or a Final Determination.

(k) The Escrow Agent shall have no responsibility for the contents of any court order and may reasonably rely without any liability upon the contents thereof.

(l) In the event of any disagreement between Buyer and Holdings resulting in adverse claims or demands being made in connection with the Escrow Funds, or in the event that the Escrow Agent in good faith is in doubt as to what action it should take hereunder, the Escrow Agent shall be entitled to refrain from taking any action and retain the Escrow Funds until the Escrow Agent shall have received (i) a Final Determination directing delivery of the Escrow Funds or (ii) a Joint Instruction Letter executed by Buyer and Holdings directing delivery of the Escrow Funds, in which event the Escrow Agent shall disburse the Escrow Funds in accordance with such Final Determination or Joint Instruction Letter. The Escrow Agent shall act on such Final Determination or Joint Instruction Letter without further question.

(m) The Escrow Agent shall be reimbursed for all reasonable, documented, out-of-pocket expenses incurred by the Escrow Agent in the performance of its obligations hereunder, which reimbursement shall be paid 100% by Holdings. The Escrow Agent will be entitled to fees for the performance of its services hereunder as listed in Schedule B attached hereto, which compensation shall be paid 100% by Holdings. The obligations contained in this Section 5 shall survive the termination of this Agreement and the resignation, replacement or removal of the Escrow Agent.

SECTION 6. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by e-mail (with confirmation of transmission) containing a signed PDF, or sent, postage prepaid, by registered, certified or express mail, or overnight courier service and shall be deemed given when so delivered by hand or delivered via e-mail, or if mailed, three days after mailing (one Business Day in the case of express mail or overnight courier service) as follows:

if to Buyer, to:

Stellex/CF Buyer (US) LLC
c/o Stellex Capital Management LLC
900 Third Avenue, 25th Floor

New York, NY 10022
Attn: Trey Lee
Email: tlee@stellexcapital.com

with copies, which shall not constitute notice to Buyer, to:

Winston & Strawn LLP
200 Park Avenue
New York, NY 10166
Attention: Jennifer Kurtis, Esq.
Email: jkurtis@winston.com

if to Holdings, to:

Country Fresh Holding Company Inc.
3200 Research Forest Drive, Suite A5
The Woodlands, TX 77381
Attention: Art Innis
Email: art.innis@freshfoodgroup.com

with copies, which shall not constitute notice to Holdings, to:

Foley & Lardner LLP
1000 Louisiana Street, Suite 2000
Houston, TX 77002
Attention: Eunice Song
Email: esong@foley.com

if to the Escrow Agent, to:

Citibank, N.A.
Preferred Custody Services
388 Greenwich Street, 29th Floor
New York, NY 10013
Attention: Kerry McDonough, Director
Telephone: (212) 783-7110
Facsimile: 212-783-7131

In the event funds transfer instructions are given by Joint Instruction Letter or pursuant to a Final Determination, whether in writing, by e-mail or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the Person or Persons designated on Schedule 1-A or 1-B hereto (each a “Call Back Authorized Individual”), and the Escrow Agent may rely upon the confirmation of anyone purporting to be the Person or Persons so designated. The Persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. If the Escrow Agent is

unable to contact any of the Call Back Authorized Individuals of a party, the Escrow Agent is hereby authorized to seek confirmation of such instructions by telephone call-back to any of such party's executive officers ("Executive Officers"), which shall include the titles of President, Senior Vice President or Managing Director, as the Escrow Agent may select. Such Executive Officer shall deliver to the Escrow Agent a fully executed incumbency certificate and any other due diligence documentation as may be reasonably requested by the Escrow Agent, and the Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. The Escrow Agent and the beneficiary's bank in any funds transfer may reasonably rely solely upon the account numbers or similar identifying numbers provided by Buyer or Holdings in writing to identify (i) the beneficiary, (ii) the beneficiary's bank or (iii) an intermediary bank. The Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number from Buyer or Holdings, even when its use may result in a Person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Agreement acknowledge that these security provisions are commercially reasonable.

SECTION 7. Termination. This Agreement shall automatically terminate upon the complete distribution of the Escrow Funds in accordance with the terms hereof; *provided*, that the provisions in Section 5 of this Agreement shall survive such termination.

SECTION 8. Miscellaneous.

(a) No assignment or transfer by any party of such party's rights and obligations under this Agreement will be made except with the prior written consent of the other parties hereto; *provided, however*, that Buyer and Holdings may assign any or all of their rights, obligations and interests hereunder without any such written consent to any of their respective subsidiaries and affiliates or to any of their respective lenders as security for any financing transactions. Such party shall notify the Escrow Agent of any assignment and such assignee shall provide due diligence documentation as reasonably requested by the Escrow Agent. In no event shall the Escrow Agent be obligated hereunder to (x) make any payments from the Escrow Funds directly to any permitted assignee of any rights under this Agreement, or (y) obey any written instructions delivered pursuant hereto from any permitted assignee of any rights under this Agreement, unless, in the case of clauses (x) and (y), such permitted assignee has (1) become a party to this Agreement and (2) provided to the Escrow Agent the appropriate identity verification and authorization to act.

(b) This Agreement is for the sole benefit of the parties hereto and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which counterparts taken together, shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange of PDF files bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original signatures and documents.

(d) This Agreement (together with the Purchase Agreement solely as to Buyer and Holdings) contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The parties agree and acknowledge that to the extent any term, condition or provision of this Agreement is in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control. Unless and until the Escrow Agent shall be notified in writing that an inconsistency or a conflict exists between this Agreement and the Purchase Agreement, it shall be entitled to conclusively assume that no such inconsistency or conflict exists. In the event that the Escrow Agent shall be notified in writing that an inconsistency or a conflict exists between this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall apply unless such inconsistency or conflict involves the rights or duties of the Escrow Agent, in which case this Agreement shall control.

(e) No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed on behalf of each of the parties hereto which explicitly states the parties' intention to change, waive, discharge or terminate such term or provision.

(f) Except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought only to the exclusive jurisdiction of the courts of the Court of Chancery of the State of Delaware, and if such court does not have jurisdiction, any other state or federal courts located in the State of Delaware, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. The parties agree that, after a legal dispute is before a court as specified in this Section 8(f), and during the pendency of such dispute before such court, all actions, suits, or proceedings with respect to such dispute or any other dispute, including without limitation, any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Each party hereto agrees that a final judgment in any action, suit or proceeding described in this Section 8(f) after the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable laws.

(g) This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to its choice of law rules.

(h) TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS

AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREIN. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THE PARTIES HERETO ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE PARTIES HERETO FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING IN ANY WAY TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(i) The Escrow Funds shall be for the exclusive benefit of Buyer and Holdings and their respective successors and assigns, and no other Person shall have any right, title or interest therein. Any claim of any Person to the Escrow Funds, or any part thereof, shall be subject and subordinate to the prior right thereto of Buyer and Holdings. In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its reasonable discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other Person by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(j) No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility, floods, strikes, equipment or transmission failure, or other causes reasonably beyond its control. The Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(k) Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires the Escrow Agent to implement reasonable procedures to verify the identity of any Person that opens a new account with it. Accordingly, the parties hereto acknowledge that

Section 326 of the USA PATRIOT Act and the Escrow Agent's identity verification procedures require the Escrow Agent to obtain information which is reasonably required to confirm the parties' identities including without limitation name, address and organizational documents (the "Identifying Information"). The parties agree to provide the Escrow Agent with and consent to the Escrow Agent obtaining from third parties any such Identifying Information required as a condition of opening an account with or using any service provided by the Escrow Agent.

(l) No printed or other material in any language, including prospectuses, notices, reports, and promotional material that mentions "Citibank" by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of the Escrow Agent.

(m) The Escrow Agent may invest the property held in the Escrow Accounts as stated herein which may include deposits in Citibank, serviced or made available by Citibank or its affiliates even though Citibank or its affiliates may receive a benefit or profit therefrom. The Escrow Agent and its affiliates are authorized to receive, directly or indirectly, fees or other profits or benefits for each service, task or function performed, in addition to any fees as specified in Schedule B hereof, without any requirement for special accounting related thereto.

(n) Following the date hereof, each party shall deliver to the other parties such further information and documents and shall execute and deliver to the other parties such further instruments and agreements as any other party shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure to any other party the benefits hereof.

(o) By executing this Agreement, the parties hereto acknowledge that this Agreement (including all related attachments) contains certain information that is sensitive and confidential in nature and agree that such information needs to be protected from improper disclosure, including the publication or dissemination of this Agreement and related information to individuals or entities not a party to this Agreement. The parties further agree to take reasonable measures to mitigate any risks associated with the publication or disclosure of this Agreement and information contained therein. If any party becomes aware of any threatened or actual unauthorized disclosure, publication or use of this Agreement, that party shall promptly notify in writing the other parties and shall be liable for any unauthorized release or disclosure caused by such party. The Buyer and Holdings agree and acknowledge that the Escrow Agent's disclosure of information as may be required by law or by regulatory auditor shall not be considered an unauthorized release or disclosure.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Closing Date.

BUYER

STELLEX/CF BUYER (US) LLC

By: 

Name: John L. Lee, III

Title: Vice President and Secretary

HOLDINGS

**COUNTRY FRESH HOLDING COMPANY
INC.**

By: 

Name: William Andersen

Title: Chief Executive Officer

ESCROW AGENT

CITIBANK N.A.

By: 
Name: Kelly McDonough, Director
Title: Citi Private Bank
388 Greenwich Street, 29th floor
New York, NY 10013
212-783-7110

ANNEX I

Wiring Instructions for Escrow Accounts

See attached.

Private Bank



Citi Private Bank

Wire Transfer Instructions

Prepared For:

**Country Fresh Holding Company Inc. & Stellex/CF Buyer (US) LLC Adjustment Esc Acct
/Citi as Esc Agent**

Bank Name:	Citibank, N.A. – New York, NY
ABA Number:	021000089
SWIFT Code:	CITIUS33
Credit Account:	37432464
Credit Account Name:	PBG Concentration Account
Additional Details	
Further Credit Account Number:	25D211952768
Further Credit Account Name:	Country Fresh Holding Company Inc. & Stellex/CF Buyer (US) LLC Adjustment Esc Acct
Attention:	Anabelle Roa (212) 783-7021

IMPORTANT NOTE:

Please note that escrow funds will be credited to referenced account upon completion of Citi's KYC process for all appropriate parties. In the event that one or more parties fail to be approved, escrow funds will be promptly returned to the sending party.

All incoming wire transfers should be wired **exactly** as stated above. Wire transfers are received into the above referenced PBG Concentration Account for further credit to client accounts.

Citibank, N.A.
Citi Private Bank
388 Greenwich St., 29th Floor
New York, NY 10013

Prepared On :Friday, April 23, 2021

Private Bank



Citi Private Bank

Wire Transfer Instructions

Prepared For:

**Country Fresh Holding Company Inc. & Stellex/CF Buyer (US) LLC License Esc Acct / Citi
as Escrow Agent**

Bank Name:	Citibank, N.A. – New York, NY
ABA Number:	021000089
SWIFT Code:	CITIUS33
Credit Account:	37432464
Credit Account Name:	PBG Concentration Account
Additional Details	
Further Credit Account Number:	25D211961768
Further Credit Account Name:	Country Fresh Holding Company Inc. & Stellex/CF Buyer (US) LLC License Esc Acct
Attention:	Anabelle Roa (212) 783-7021

IMPORTANT NOTE:

Please note that escrow funds will be credited to referenced account upon completion of Citi's KYC process for all appropriate parties. In the event that one or more parties fail to be approved, escrow funds will be promptly returned to the sending party.

All incoming wire transfers should be wired **exactly** as stated above. Wire transfers are received into the above referenced PBG Concentration Account for further credit to client accounts.

Citibank, N.A.
Citi Private Bank
388 Greenwich St., 29th Floor
New York, NY 10013

Prepared On :Friday, April 23, 2021

ANNEX II
Form of Joint Instruction Letter

[DATE]

Citibank, N.A.
Preferred Custody Services
388 Greenwich Street, 29th Floor
New York, NY 10013
Attention: Kerry McDonough, Director
Fax No.: 212-783-7131
Email: kerry.mcdonough@citi.com

Ladies and Gentlemen:

Reference is hereby made to that certain Escrow Agreement (the “Escrow Agreement”), dated as of [____], 2021, by and among Stellex/CF Buyer (US) LLC, a Delaware limited liability company (“Buyer”), Country Fresh Holding Company Inc. (“Holdings”), and Citibank, N.A. (the “Escrow Agent”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Escrow Agreement.

The undersigned parties hereby direct that the Escrow Agent deliver \$[_____] of the Adjustment /License Escrow Amount (and the Related Earnings) to [_____].

[Include all applicable payment details.]

BUYER

STELLELEX/CF BUYER (US) LLC

By: _____

Name:

Title:

HOLDINGS

**COUNTRY FRESH HOLDING COMPANY
INC.**

By: _____

Name:

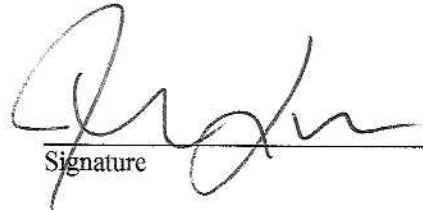
Title:

SCHEDULE 1-A

Certificate for Buyer's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Buyer and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under this Escrow Agreement, on behalf of Buyer. The below listed persons (must list at least two individuals) have also been designated Call Back Authorized Individuals and may be notified by Citibank N.A. prior to the release of Escrow Funds from the escrow account(s) unless an original "Standing or Predefined Instruction" letter is on file with the Escrow Agent.

John L. Lee, III
Name


Signature

Vice President and Secretary
Title

212-710-2309
Business /Cell Telephone #

Michael Stewart
Name

Signature

President and Treasurer
Title

212-710-2320
Business /Cell Telephone #

Name

Signature

Title

Business /Cell Telephone #

SCHEDULE 1-A

Certificate for Buyer's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Buyer and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under this Escrow Agreement, on behalf of Buyer. The below listed persons (must list at least two individuals) have also been designated Call Back Authorized Individuals and may be notified by Citibank N.A. prior to the release of Escrow Funds from the escrow account(s) unless an original "Standing or Predefined Instruction" letter is on file with the Escrow Agent.

John L. Lee, III
Name

Signature

Vice President and Secretary
Title

212-710-2309
Business /Cell Telephone #

Michael Stewart
Name


Signature

President and Treasurer
Title

212-710-2320
Business /Cell Telephone #

Name

Signature

Title

Business /Cell Telephone #

SCHEDULE 1-B

Certificate for Holdings' Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Holdings and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under this Escrow Agreement, on behalf of Holdings. The below listed persons (must list at least two individuals) have also been designated Call Back Authorized Individuals and may be notified by Citibank N.A. prior to the release of Escrow Funds from the escrow account(s) unless an original "Standing or Predefined Instruction" letter is on file with the Escrow Agent.

Name / Title /Telephone #

Specimen Signature

William Andersen

Name

Chief Executive Officer

Title

346-331-2774

Business /Cell Telephone #



Signature

Name

Signature

Title

Business /Cell Telephone #

Name

Signature

Title

Business /Cell Telephone #

SCHEDULE B
Escrow Agent Fee Proposal

Citibank, N.A., Escrow Agent

Acceptance Fee

To cover the acceptance of the Escrow Agency appointment, the study of the Escrow Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group:

Fee: WAIVED

Administration Fee

The administration fee covers maintenance of the Escrow Accounts including safekeeping of assets in the escrow accounts, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Escrow Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Escrow Agreement. Fee is based on the Escrow Funds being deposited in a non-interest bearing deposit account, FDIC insured to the applicable limits.

Fee: WAIVED

Tax Preparation Fee

To cover preparation and mailing of Forms 1099-INT, if applicable for the escrow parties for each calendar year:

Fee: WAIVED

Transaction Fees

To oversee all required disbursements or release of property from the escrow accounts to any escrow party, including cash disbursements made via check and/or wire transfer, fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Escrow Agreement:

Fee: WAIVED

Other Fees

Material amendments to the Escrow Agreement: additional fee(s), if any, to be discussed at time of amendment.