

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

IN RE:**COUNTRY FRESH HOLDING
COMPANY, INC., et. al.¹****Debtors.**

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Case No.: 21-30574**Jointly Administered**

EXHIBIT AND WITNESS LIST

Bankruptcy Case No. 21-bk-30574	Debtor: Country Fresh Holding Company, Inc., et al.
Witness(es):	
1. Any rebuttal witnesses; and	Bankruptcy Judge: Marvin Isgur
2. Any person designated as a witness by any other party.	Case Manager: LinhThu Do
	Hearing Date: September 20, 2021
	Hearing Time: 1:30 p.m.
	Party's Name: Janet S. Northrup, Chapter 7 Trustee
	Attorney's Name: Heather Heath McIntyre
	Attorney's Phone: (713) 759-0818
	Nature of Proceeding: 1. <i>Notice of Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases</i> [Dkt. No. 874]

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.

Exhibits

Ex. #	Description	Offered	Objection	Admitted/ Not Admitted	Disposition
1.	Notice of Exercise of Designation Rights from Counsel for Stellex/CF Buyer (US) LLC dated July 23, 2021				
2.	Notice of Exercise of Designation Rights from Counsel for Stellex/CF Buyer (US) LLC dated July 26, 2021				
3.	<i>Notice of Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases</i> [Dkt. No. 874] (21 pages)				

The Trustee reserves any and all rights to amend the *Exhibit and Witness List*, to call any witnesses designated by any other party, and use any other exhibit designated by any other party to the hearing.

DATED: September 17, 2021.

Respectfully submitted,

/s/ Heather Heath McIntyre

Wayne Kitchens TBN 11541110

wkitchens@hwa.com

Heather McIntyre TBN 24041076

hmcintyre@hwa.com

HUGHESWATTERSASKANASE, LLP

Total Plaza

1201 Louisiana, 28th Floor

Houston, Texas 77002

Telephone: (713) 759-0818

Facsimile: (713) 759-6834

**ATTORNEYS FOR CHAPTER 7 TRUSTEE,
JANET S. NORTHRUP**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Exhibit and Witness List*, including all exhibits, has been served on all parties in interest entitled to received notice by electronic means via the Court's CM/ECF system on September 17, 2021.

/s/ Heather Heath McIntyre

Heather Heath McIntyre

EXHIBIT 1



North America Europe Asia

200 Park Avenue
New York, NY 10166
T +1 212 294 6700
F +1 212 294 4700

CAREY D. SCHREIBER
(212) 294-3547
CSchreiber@winston.com

July 23, 2021

VIA ELECTRONIC MAIL

Janet S. Casciato-Northrup, Chapter 7 Trustee of the Debtors
Hughes Watters Askanase LLP
1201 Louisiana Street, Suite 2800
Total Plaza
Houston, Texas 77002
Email: jasn@hwa.com

Country Fresh Holding Company Inc.
3200 Research Forest Drive, Suite A5
The Woodlands, TX 77381
Attention: William Anderson
Email: William.anderson@freshfoodgroup.com; William.andersen@ffgtransition.onmicrosoft.com

Re: Notice of Exercise of Designation Rights

Dear Ms. Northrup and Mr. Anderson:

As you are aware, we are counsel to Stellex/CF Buyer (US) LLC (the “Buyer”), the purchaser of the Assets under that certain Asset Purchase Agreement, dated as of April 29, 2021, by and between the Sellers and the Buyer (as may be amended, supplemented or otherwise modified from time to time in accordance with its terms, together with all exhibits and schedules thereto, the “APA”).¹

Reference is made to that certain *Order Authorizing Country Fresh Holdings Company Inc. and its Affiliated Debtors to (I) Sell Substantially All of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (II) Authorizing and Approving the Debtors’ Performance Under the APA, (III) Authorizing and Approving the Assumption and Assignment of Certain of the Debtors’ Executory Contracts, Unexpired Leases, and Permits Related Thereto, and (IV) Granting Related Relief* [Docket No. 437] (as may be amended, supplemented, or otherwise modified from time to time, the “Sale Order”).

In accordance with the Buyer’s rights under Section 2.6 and Section 2.7 of the APA and the Sale Order, the Buyer hereby designates each Contract and Lease set forth on Schedule 1 attached hereto as a Desired Contract or a Desired Lease, as applicable (collectively, the “Desired Agreements”).

¹ Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the APA or the Sale Order, as applicable.

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The Desired Agreements shall not be considered to be assumed by the Sellers and assigned to the Buyer until the Assumption Effective Date. Under no circumstance will the Buyer be liable in any fashion with respect to the Desired Agreements prior to the Assumption Effective Date other than as expressly set forth in the APA or Transition Services Agreement.

In accordance with the Sale Order, including paragraph 24 thereof, within two (2) Business Days after the chapter 7 trustee (the "Trustee") receives this notice, the Trustee, on behalf of the Debtors, shall file a notice on the docket and provide notice to the counterparty to each Desired Agreement, and its counsel, if known, of the intent to assume and assign such Desired Agreement, which notice shall include, among other things, a deadline of no less than ten (10) Business Days from the date of service of such notice to object to the assumption and assignment of such Desired Agreement.

Very truly yours,



Carey D. Schreiber

cc: via Electronic Mail:

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

Stellex CF/Buyer (US) LLC
c/o Stellex Capital Management LLC
900 Third Avenue, 25th Floor
New York, NY 10022
Attention: Trey Lee
Email: tle@stellexcapital.com

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

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& STRAWN
LLP

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Counsel to Chapter 7 Trustee of the Debtors
Hughes Watters Askanase LLP
1201 Louisiana Street, Suite 2800
Total Plaza
Houston, Texas 77002
Attention: Wayne Kitchens and Heather McIntyre
Email: jwk@hwallp.com; HMcIntyre@hwallp.com

Schedule 1

Desired Agreements

COUNTERPARTY	DEBTOR ENTITY	CONTRACT TYPE	DESCRIPTION	CONTRACT DATE
COLFIN 2015-2 INDUSTRIAL OWNER LLC	COUNTRY FRESH HOLDING COMPANY, INC.	LEASE	COLFIN - GRAND PRAIRIE LEASE TOGETHER WITH ALL AMENDMENTS	3/1/2020
CORONA INDUSTRIAL LLC	SUN RICH FRESH FOODS (USA), INC.	LEASE	CORONA INDUSTRIAL LEASE TOGETHER WITH ALL AMENNDMENTS	12/1/2020
COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY	CHAMPLAIN VALLEY SPECIALTY OF NEW YORK, INC.		PAYMENT IN LIEU OF TAXES AGREEMENT	2/1/2020
COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY	CHAMPLAIN VALLEY SPECIALTY OF NEW YORK, INC.	LEASE	AMENDED AND RESTAED COMPANY LEASE AGREEMENT	2/1/2020
HYG FINANCIAL SERVICES, INC	COUNTRY FRESH LLC	EQUIPMENT LEASE	MASTER LEASE AGREEMENT # 9411387	4/5/2019
MARLIN CAPITAL SOLUTIONS	COUNTRY FRESH LLC	EQUIPMENT LEASE	EQUIPMENT FINANCE AGREEMENT # 1358640, 1357173	5/30/2019
PINNACLE CENTER 1, LLC	COUNTRY FRESH HOLDINGS, LLC	LEASE	PINNACLE CENTER 1 LEASE AGREEMENT TOGETHER WITH ALL AMENDMENTS	9/19/2019
RAYMOND LEASING CORPORATION	COUNTRY FRESH PENNSYLVANIA, LLC	EQUIPMENT LEASE	WAREHOUSE EQUIPMENT LEASE AGREEMENT	UNKNOWN
RAYMOND LEASING CORPORATION: ARBOR MATERIAL HANDLING, INC. (PART OF RAYMOND LEASING CORPORATION)	COUNTRY FRESH LLC	EQUIPMENT LEASE	COMPREHENSIVE FIXED PRICE MAINTENANCE AGREEMENT	9/25/2019
RAYMOND LEASING CORPORATION: ARBOR MATERIAL HANDLING, INC. (PART OF RAYMOND LEASING CORPORATION)	COUNTRY FRESH PENNSYLVANIA, LLC	EQUIPMENT LEASE	AGREEMENT #353241(ADDITIONAL SCHEDULE UNDER RAYMOND L	1/6/2020
RAYMOND LEASING CORPORATION: ARBOR MATERIAL HANDLING, INC. (PART OF RAYMOND LEASING CORPORATION)	COUNTRY FRESH PENNSYLVANIA, LLC	EQUIPMENT LEASE	AGREEMENT #353242 (ADDITIONAL SCHEDULE UNDER RAYMOND	1/6/2020

COUNTERPARTY	DEBTOR ENTITY	CONTRACT TYPE	DESCRIPTION	CONTRACT DATE
RAYMOND LEASING CORPORATION: ARBOR MATERIAL HANDLING, INC. (PART OF RAYMOND LEASING CORPORATION)	COUNTRY FRESH PENNSYLVANIA, LLC	EQUIPMENT LEASE	AGREEMENT #353243 (ADDITIONAL SCHEDULE UNDER RAYMOND	1/6/2020
VICTORY PACKAGING, L.P.	COUNTRY FRESH, LLC	SUPPLY AGREEMENT	SUPPLY AGREEMENT	9/6/2018
WAL-MART STORES INC	COUNTRY FRESH HOLDINGS LLC	SUPPLY AGREEMENT	WALMART SUPPLIER AGREEMENT	2/19/17

EXHIBIT 2



North America Europe Asia

35 W. Wacker Drive
Chicago, IL 60601
T +1 312 558 5600
F +1 312 558 5700

LAURA KRUCKS
Associate Attorney
(312) 558-3733
lkrucks@winston.com

July 26, 2021

VIA ELECTRONIC MAIL

Janet S. Casciato-Northrup, Chapter 7 Trustee of the Debtors
Hughes Watters Askanase LLP
1201 Louisiana Street, Suite 2800
Total Plaza
Houston, Texas 77002
Email: jsn@hwa.com

Country Fresh Holding Company Inc.
3200 Research Forest Drive, Suite A5
The Woodlands, TX 77381
Attention: William Andersen
Email: William.andersen@freshfoodgroup.com; William.andersen@ffgtransition.onmicrosoft.com

Re: Notice of Exercise of Designation Rights

Dear Ms. Northrup and Mr. Anderson:

As you are aware, we are counsel to Stellex/CF Buyer (US) LLC (the "Buyer"), the purchaser of the Assets under that certain Asset Purchase Agreement, dated as of April 29, 2021, by and between the Sellers and the Buyer (as may be amended, supplemented or otherwise modified from time to time in accordance with its terms, together with all exhibits and schedules thereto, the "APA").¹

Reference is made to that certain *Order Authorizing Country Fresh Holdings Company Inc. and its Affiliated Debtors to (I) Sell Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (II) Authorizing and Approving the Debtors' Performance Under the APA, (III) Authorizing and Approving the Assumption and Assignment of Certain of the Debtors' Executory Contracts, Unexpired Leases, and Permits Related Thereto, and (IV) Granting Related Relief* [Docket No. 437] (as may be amended, supplemented, or otherwise modified from time to time, the "Sale Order").

In accordance with the Buyer's rights under Section 2.6 and Section 2.7 of the APA and the Sale Order, the Buyer hereby designates the Lease set forth on Schedule 1 attached hereto as a Desired Lease.

¹ Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the APA or the Sale Order, as applicable.

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The Desired Lease shall not be considered to be assumed by the Sellers and assigned to the Buyer until the Assumption Effective Date. Under no circumstance will the Buyer be liable in any fashion with respect to the Desired Lease prior to the Assumption Effective Date other than as expressly set forth in the APA or Transition Services Agreement.

In accordance with the Sale Order, including paragraph 24 thereof, within two (2) Business Days after the chapter 7 trustee (the "Trustee") receives this notice, the Trustee, on behalf of the Debtors, shall file a notice on the docket and provide notice to the counterparty of the Desired Lease, and its counsel, if known, of the intent to assume and assign such Desired Lease, which notice shall include, among other things, a deadline of no less than ten (10) Business Days from the date of service of such notice to object to the assumption and assignment of such Desired Lease.

Very truly yours,



Laura Krucks

cc: via Electronic Mail:

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

Stellex CF/Buyer (US) LLC
c/o Stellex Capital Management LLC
900 Third Avenue, 25th Floor
New York, NY 10022
Attention: Trey Lee
Email: tlee@stellexcapital.com

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

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Counsel to Chapter 7 Trustee of the Debtors
Hughes Watters Askanase LLP
1201 Louisiana Street, Suite 2800
Total Plaza
Houston, Texas 77002
Attention: Wayne Kitchens and Heather McIntyre
Email: jwk@hwallp.com; HMcIntyre@hwallp.com

Schedule 1

Desired Leases

COUNTERPARTY	DEBTOR ENTITY	CONTRACT TYPE	DESCRIPTION	CONTRACT DATE
BREIT INDUSTRIAL HS PROPERTY	COUNTRY FRESH ORLANDO, LLC	LEASE	BREIT INDUSTRIAL LEASE TOGETHER WITH ALL AMENDMENTS	6/1/2017

EXHIBIT 3

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

In re: COUNTRY FRESH HOLDING COMPANY INC., et. al.,¹ Debtors.	§ Chapter 7 § § Case No.: 21-30574 (MI) § § (Jointly Administered) §
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**NOTICE OF INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE THAT on February 17, 2021, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed a motion [Docket No. 51] seeking, among other things, entry of an order approving the sale of substantially all of the Debtors’ assets (the “**Sale**”) to the highest bidder. Stellex/CF Buyer (US) LLC (the “**Buyer**”) submitted the highest bid.

PLEASE TAKE FURTHER NOTICE THAT on March 2, 2021, the Debtors filed the *Notice of Executory Contracts and Unexpired Leases that May be Assumed or Assumed and Assigned in Connection with Sale and the Proposed Cure Amounts with Respect Thereto* [Docket No. 193] (the “**Initial Cure Notice**”) to provide notice that certain executory contracts and unexpired leases, including the executory contracts and unexpired leases listed on **Exhibit 1** attached hereto (the “**Proposed Assumed Agreements**”), may be assumed and assigned to Buyer in connection with the Sale, which notice included proposed Cure Amounts.

PLEASE TAKE FURTHER NOTICE THAT on March 12, 2021, the Debtors filed the *Supplemental Notice of Executory Contracts and Unexpired Leases that May be Assumed or Assumed and Assigned in Connection with Sale and the Proposed Cure Amounts with Respect Thereto* [Docket No. 264] (the “**Supplemental Cure Notice**”) to provide notice that certain additional executory contracts and unexpired leases may be assumed and assigned to Buyer in connection with the Sale, which notice included proposed Cure Amounts. The executory contracts and unexpired leases identified in the Supplemental Cure Notice included the Proposed Assumed Agreements.

PLEASE TAKE FURTHER NOTICE THAT on April 6, 2021, the Debtors filed the *Revised Notice of Executory Contracts and Unexpired Leases that May be Assumed or Assumed*

¹ The Debtors in these Chapter 7 cases, along with the last four digits of each Debtor’s federal tax identification number, are: 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), Sun Rich Fresh Foods (PA) Inc. (4661). The Debtors’ principal place of business is 3200 Research Forest Drive, Suite A5, The Woodlands, TX, 77381.

and Assigned in Connection with Sale and the Proposed Cure Amounts with Respect Thereto [Docket No. 472] (the “**Revised Cure Notice**” and together with the Initial Cure Notice and the Supplemental Cure Notice, collectively, the “**Cure Notices**”) to provide notice of revised Cure Amounts relating to certain executory contracts and unexpired leases.

PLEASE TAKE NOTICE THAT on March 29, 2021, the Court entered an order [Docket No. 436] (as amended, supplemented, or otherwise modified from time to time in accordance with its terms, together with all exhibits and schedules thereto, the “**Sale Order**”)² approving the Sale to the Buyer.

PLEASE TAKE NOTICE THAT, as authorized by the Sale Order, the Debtors and Buyer entered into that certain Asset Purchase Agreement, dated April 29, 2021, between the Debtors and the Buyer (as amended, supplemented, or otherwise modified from time to time in accordance with its terms, together with all exhibits and schedules thereto, the “**APA**”).

PLEASE TAKE FURTHER NOTICE THAT the Closing of the Sale occurred on April 29, 2021.

PLEASE TAKE FURTHER NOTICE THAT on April 29, 2021, the Debtors filed the *Notice of Closing* [Docket No. 548] to provide notice of the Closing.

PLEASE TAKE FURTHER NOTICE THAT 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) Granted Related Relief* [Docket No. 719].

PLEASE TAKE FURTHER NOTICE THAT in accordance with the APA and the Sale Order, the Buyer now seeks to designate the Proposed Assumed Agreements for assumption and assignment to the Buyer. The Cure Amount with respect to each Proposed Assumed Agreement is listed on **Exhibit 1** attached hereto.

PLEASE TAKE FURTHER NOTICE THAT a proposed form of order to approve the assumption and assignment to the Buyer of the Proposed Assumed Agreements is attached hereto as **Exhibit 2**.

PLEASE TAKE FURTHER NOTICE THAT in accordance with the Sale Order, the counterparty to the Proposed Assumed Agreement (the “**Counterparty**”) shall have until **August 31, 2021 at 4:00 p.m.** (prevailing Eastern Time) (the “**Objection Deadline**”) to file an objection to the assumption and assignment to the Buyer of the Proposed Assumed Agreements that relates to adequate assurance of future performance or a cure issue that could not have been raised in an objection to the Cure Notices and pertains to matters arising after the Closing.

PLEASE TAKE FURTHER NOTICE THAT any objection to the assumption and assignment of the Proposed Assumed Agreements must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, and (c) be timely filed with the Court and served so as to be *actually received* no later than the Objection Deadline by: (i) counsel for the Debtors, Foley &

² Capitalized terms used and not otherwise defined herein shall have the meaning set forth in the APA or the Sale Order, as applicable.

Lardner, LLP, at (a) 1000 Louisiana Street, Suite 2000, Houston, Texas 77002 (Attn: Sharon Marie Beausoleil (sbeausoleil@foley.com)) and (b) 2021 McKinney Ave., Suite 1600, Dallas, Texas 75201 (Attn: Mark C. Moore (mmoore@foley.com)); (ii) the Office of the U.S. Trustee, 515 Rusk Ave., Ste. 3516, Houston, Texas 77002 (Attn: Stephen Douglas Statham (Stephen.statham@usdoj.gov)); (iii) counsel for the Buyer, (a) Winston & Strawn LLP, at (i) 200 Park Avenue, New York, NY 10166, (Attn: Carey D. Schreiber, Esq. (cschreiber@winston.com)), and (ii) 35 W. Wacker Drive, Chicago, Illinois 60601 (Attn: Laura Krucks (lkrucks@winston.com)); (iv) counsel for Janet S. Casciato-Northrup, the Chapter 7 Trustee, Hughes Watters Askanase, LLP, Total Plaza 1201 Louisiana, 28th Floor, Houston, Texas 77002 (Attn: Wayne Kitchens (jwk@hwallp.com), and Heather Heath McIntyre (HMcIntyre@hwallp.com)).

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Sale Order, to the extent the Counterparty timely files an objection with respect to the assumption and assignment of the Proposed Assumed Agreements, the Trustee shall be authorized to settle or resolve such objection pursuant to the terms of the APA and the Sale Order without further order from this Court; provided, however, that if the Trustee, Buyer, and the Counterparty are unable to resolve such objection, the Trustee shall schedule the matter for hearing on no less than five (5) Business Days' notice.

PLEASE TAKE FURTHER NOTICE THAT nothing in this notice shall (i) constitute an admission that the Proposed Assumed Agreement is an executory contract or unexpired lease within the meanings of the Bankruptcy Code, (ii) waive the rights of the Buyer to withdraw its designation to assume and assign the Proposed Assumed Agreement in accordance with Section 2.6(a) of the APA and the Sale Order, including to deliver written notice designating the Proposed Assumed Agreement for rejection, or (iii) extend the Assumption Effective Date.

Dated: August 17, 2021

Respectfully submitted,

HUGHES WATTERS ASKANASE, LLP

By: /s/ Heather Heath McIntyre

Wayne Kitchens - Tex. Bar No. 11541110

wkitchens@hwa.com

Heather McIntyre - Tex. Bar No. 24041076

hmcintyre@hwa.com

Total Plaza

1201 Louisiana, 28th Floor

Houston, Texas 77002

Telephone: (713) 759-0818

Facsimile: (713) 759-6834

ATTORNEYS FOR CHAPTER 7

TRUSTEE, JANET S. NORTHRUP

CERTIFICATE OF SERVICE

On August 17, 2021, the undersigned hereby certifies that a true and correct copy of the foregoing document was served on (i) parties receiving ECF notification in the above-referenced case; (ii) parties listed on the attached Master Service List via first-class U.S. mail, postage prepaid to the extent not served via ECF, and (iii) parties listed on the Service List of Proposed Executory Contracts and Unexpired Leases to be Assumed via first-class U.S. mail, postage prepaid to the extent not served via ECF.

/s/ Heather Heath McIntyre

Heather Heath McIntyre

Exhibit 1

Assumed Contracts

COUNTERPARTY	DEBTOR ENTITY	CONTRACT TYPE	DESCRIPTION	CONTRACT DATE	ASSUME AS AMENDED	CURE AMOUNT
BREIT INDUSTRIAL HS PROPERTY	COUNTRY FRESH ORLANDO, LLC	LEASE	BREIT INDUSTRIAL LEASE TOGETHER WITH ALL AMENDMENTS	6/1/2017		\$0.00
COLFIN 2015-2 INDUSTRIAL OWNER LLC	COUNTRY FRESH HOLDING COMPANY, INC.	LEASE	COLFIN - GRAND PRAIRIE LEASE TOGETHER WITH ALL AMENDMENTS	3/1/2020		\$0.00
CORONA INDUSTRIAL LLC	SUN RICH FRESH FOODS (USA), INC.	LEASE	CORONA INDUSTRIAL LEASE TOGETHER WITH ALL AMENNDMENTS	12/1/2020		\$0.00
HYG FINANCIAL SERVICES, INC	COUNTRY FRESH LLC	EQUIPMENT LEASE	MASTER LEASE AGREEMENT # 9411387	4/5/2019		\$0.00
MARLIN CAPITAL SOLUTIONS	COUNTRY FRESH LLC	EQUIPMENT LEASE	EQUIPMENT FINANCE AGREEMENT # 1358640, 1357173	5/30/2019		\$0.00
PINNACLE CENTER 1, LLC	COUNTRY FRESH HOLDINGS, LLC	LEASE	PINNACLE CENTER 1 LEASE AGREEMENT TOGETHER WITH ALL AMENDMENTS	9/19/2019		\$0.00
RAYMOND LEASING CORPORATION	COUNTRY FRESH PENNSYLVANIA, LLC	EQUIPMENT LEASE	WAREHOUSE EQUIPMENT LEASE AGREEMENT	UNKNOWN		\$0.00
RAYMOND LEASING CORPORATION: ARBOR MATERIAL HANDLING, INC. (PART OF RAYMOND LEASING CORPORATION)	COUNTRY FRESH LLC	EQUIPMENT LEASE	COMPREHENSIVE FIXED PRICE MAINTENANCE AGREEMENT	9/25/2019		\$0.00
RAYMOND LEASING CORPORATION: ARBOR MATERIAL HANDLING, INC. (PART OF RAYMOND LEASING CORPORATION)	COUNTRY FRESH PENNSYLVANIA, LLC	EQUIPMENT LEASE	AGREEMENT #353241(ADDITIONAL SCHEDULE UNDER RAYMOND L	1/6/2020		\$0.00
RAYMOND LEASING CORPORATION: ARBOR MATERIAL HANDLING, INC. (PART OF RAYMOND LEASING CORPORATION)	COUNTRY FRESH PENNSYLVANIA, LLC	EQUIPMENT LEASE	AGREEMENT #353242 (ADDITIONAL SCHEDULE UNDER RAYMOND	1/6/2020		\$0.00
RAYMOND LEASING CORPORATION: ARBOR MATERIAL HANDLING, INC. (PART OF RAYMOND LEASING CORPORATION)	COUNTRY FRESH PENNSYLVANIA, LLC	EQUIPMENT LEASE	AGREEMENT #353243 (ADDITIONAL SCHEDULE UNDER RAYMOND	1/6/2020		\$0.00
WAL-MART STORES INC	COUNTRY FRESH HOLDINGS LLC	SUPPLY AGREEMENT	WALMART SUPPLIER AGREEMENT	2/19/17		\$0.00

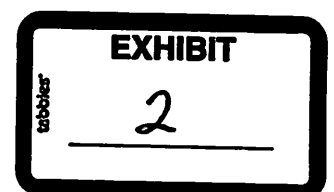
**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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

**ORDER (I) APPROVING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN OF THE DEBTORS' EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**
[Related to Docket No. 51 and ____]

Upon consideration of the motion [Docket No. 51] (the "Motion") of the above-captioned debtors (the "Debtors") for the entry of an order pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 6004, 6006, 9007, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Local Rules"), (i) authorizing the sale of the Assets free and clear of liens, claims, encumbrances, and other interests, except as provided by that certain Asset Purchase Agreement, dated as of April 29, 2021, by and between the Debtors and Stellex/CF Buyer (US) LLC (together with its subsidiaries, collectively, the "Buyer") (as may be amended, supplemented or otherwise modified from time to time in accordance with its terms, together with all exhibits

¹ The Debtors in these Chapter 7 cases, along with the last four digits of each Debtor's federal tax identification number, are: 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), Sun Rich Fresh Foods (PA) Inc. (4661). The Debtors' principal place of business is 3200 Research Forest Drive, Suite A5, The Woodlands, TX, 77381.



and schedules thereto, the “APA”)²; and the Court having entered that certain *Order Authorizing Country Fresh Holdings Company Inc. and its Affiliated Debtors to (I) Sell Substantially All of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (II) Authorizing and Approving the Debtors’ Performance Under the APA, (III) Authorizing and Approving the Assumption and Assignment of Certain of the Debtors’ Executory Contracts, Unexpired Leases, and Permits Related Thereto, and (IV) Granting Related Relief* [Docket No. 437] (as may be amended, supplemented, or otherwise modified from time to time, the “Sale Order”); and Janet Northrup, as chapter 7 trustee (the “Trustee”) of the estates of the Debtors having filed and served, on behalf of the Debtors, a *Notice of Intent to Assume* [Docket No. 815] (the “Assumption Notice”); and the Court having reviewed and considered the Motion and other evidence submitted in support of the Motion, the objections thereto, and the APA; and the Court having heard statements and arguments of counsel and the evidence presented with respect to the relief requested in the Motion; and due notice of the Motion, including the Assumption Notice, having been provided; and the Court having jurisdiction over this matter; and after due deliberation thereon,

THE COURT HEREBY FURTHER FINDS AND DETERMINES THAT:

1. The Assumption Notice was good, sufficient, and appropriate under the circumstances and no further notice need be given in respect of the assumption and assignment to the Buyer of each executory contract or unexpired lease set forth on Exhibit “1” attached hereto (collectively, the “Assumed Contracts”).

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

2. The Buyer provided adequate assurance of its future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f)(2)(B) of the Bankruptcy Code.

3. The assumption and assignment to Buyer of the Assumed Contracts shall be July 28, 2021 (the “Assumption Effective Date”).

4. All objections to the assumption and assignment of the Assumed Contracts, that have not been withdrawn, waived, settled, or adjourned, and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits with prejudice. Each non-debtor party to any Assumed Contract (“Contract Counterparty”) who did not object, or withdrew its objections, is deemed to have consented to the assumption and assignment of its Assumed Contract pursuant to section 365 of the Bankruptcy Code. The findings of fact and conclusions of law set forth in the Sale Order concerning assumption and assignment shall apply, be binding upon, be law of the case, and operate to collaterally estop any argument by any Contract Counterparty.

5. The Trustee is hereby authorized and directed in accordance with sections 105(a) and 365 of the Bankruptcy Code to (a) assume and assign the Assumed Contracts to the Buyer free and clear of all Encumbrances, Claims, liens, and other interests of any kind or nature whatsoever (other than the Assumed Liabilities), subject to the terms of the APA, the Sale Order, and this Order, as of the Assumption Effective Date and (b) execute and deliver to the Buyer such documents or other instruments as the Buyer deems necessary to assign and transfer the Assumed Contracts to the Buyer in accordance with the APA.

6. The payment of the applicable Cure Amounts set forth on Exhibit “1” attached hereto by the Buyer as required by the APA and this Order shall (a) effect a cure of all defaults

existing thereunder as of the Assumption Effective Date, (b) compensate for any actual pecuniary loss to the applicable Contract Counterparty resulting from such default, and (c) together with the assignment by the Trustee to and the assumption of the Assumed Contracts by the Buyer, constitute adequate assurance of future performance thereof.

7. Pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Trustee, on behalf of the Debtors, of the Assumed Contracts shall not be a default thereunder. After the payment of the relevant Cure Amounts as required by the APA, the Sale Order, and this Order, the Trustee shall not have any further liabilities to the Contract Counterparties, and the counterparties shall be estopped from asserting any and all Claims or liens, whether known or unknown, against the Debtors on account of the Assumed Contracts.

8. Any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract to the Buyer or allows a Contract Counterparty to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract to the Buyer, constitute anti-assignment provisions that are unenforceable and will have no force and effect solely with respect to assumption and assignment of the Assumed Contracts pursuant to this Order. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Trustee and assignment to the Buyer of the Assumed Contracts have been satisfied.

9. Upon the Assumption Effective Date of any Assumed Contract, in accordance with section 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtors under such Assumed Contract. To the extent provided in the APA, the Trustee shall cooperate with and take all actions reasonably requested by the Buyer to effectuate the foregoing.

10. Upon the Assumption Effective Date and the payment of the relevant Cure Amount, if any, the Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contract and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under such Assumed Contract.

11. Upon the Assumption Effective Date and the payment of the relevant Cure Amount, if any, the Assumed Contracts will remain in full force and effect (subject to any amendments agreed to between the Contract Counterparty and the Buyer), and no default shall exist under the Assumed Contracts and no Contract Counterparty shall be permitted (a) to declare a default by the Buyer under such Assumed Contract, or (b) to otherwise take action against the Buyer as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assumed Contract. Each Contract Counterparty hereby is also forever barred, estopped, and permanently enjoined from (a) asserting against the Trustee, the Debtors, or the Buyer, or the property of any of them, any default or Claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Assumption Effective Date, or, against the Buyer, any counterclaim, defense, setoff, or any other Claim asserted or assertable against the Debtors, except as otherwise provided in this Order, and (b) imposing or charging against the Buyer or its affiliates any rent accelerations, assignment fees, increases (including advertising rates), or any other fees as a result of the Debtors' assumption and assignments to the Buyer of the Assumed Contracts.

12. Nothing in this Order or the APA shall affect or modify the Trustee's obligations pursuant to section 365(d)(3) of the Bankruptcy Code.

13. For the avoidance of doubt and notwithstanding anything to the contrary contained herein or in the APA, the Buyer shall be liable for all obligations and liabilities under the Assumed

Contracts that are leases of non-residential real property, as may be modified by agreement of the Buyer and the Contract Counterparty, to the extent such obligations or liabilities arise or are (as required by the applicable lease) billed after the Assumption Effective Date, as applicable, including, but not limited to any and all liabilities or obligations arising under the leases with respect to any accruing and not yet due adjustments or reconciliations (including, without limitation, for royalties, percentage rent, utilities, taxes, common area or other maintenance charges, promotional funds, insurance, fees, or other charges) when billed in the ordinary course, regardless of whether such obligations or liabilities are attributable to the period prior to the Assumption Effective Date, as applicable, unless otherwise agreed to in writing by the Buyer and the Contract Counterparty, in each case subject to the terms and conditions of the lease, as may be modified by agreement of the Buyer and the Contract Counterparty.

14. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, other than the right to payment of any Cure Amount, all Contract Counterparties are forever barred and permanently enjoined from raising or asserting against either the Trustee, the Debtors, or the Buyer any assignment fee, default, breach, Claim, pecuniary loss, or condition to assignment arising under or related to the Assumed Contracts existing as of the Assumption Effective Date.

15. Notwithstanding that as of the Assumption Effective Date, as provided for by this Order and the APA, the Trustee and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts, any Contract Counterparty may seek to recover from the Debtors' indemnification obligations, if any, arising from third-party claims asserted with respect to or arising from the Debtors' use and occupancy of Leased Real Property prior to the Assumption Effective Date for which the Trustee or the Debtors

have a duty to indemnify such Lease counterparty pursuant to any Lease, solely with respect to available insurance coverage.

16. All Contract Counterparties shall cooperate and expeditiously execute and deliver, upon the reasonable request of the Buyer, any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the sale of the Acquired Assets.

17. The terms of the Sale Order are incorporated herein and made part of this Order and each of the Assumed Contracts set forth herein and on Exhibit "1" attached hereto is an Assumed Contract as set forth in the Sale Order. Except as expressly modified by this Order, the Sale Order shall remain unchanged and in full force and effect. All factual and other findings and conclusions of law contained in the Sale Order shall remain fully applicable. Nothing in this Order shall impact the finality of the Sale Order.

18. Notwithstanding the provisions of Bankruptcy Rule 6004(h) and Bankruptcy Rule 6006(d), and pursuant to Bankruptcy Rules 7062(g) and 9014, this Order shall not be stayed and shall be effective immediately upon entry.

19. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the Sale Order, and the APA, all amendments thereto as well as any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party and adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

EXHIBIT “2”**Exhibit 1****Assumed Contracts**

COUNTERPARTY	DEBTOR ENTITY	CONTRACT TYPE	DESCRIPTION	CONTRACT DATE	ASSUME AS AMENDED	CURE AMOUNT
BREIT INDUSTRIAL HS PROPERTY	COUNTRY FRESH ORLANDO, LLC	LEASE	BREIT INDUSTRIAL LEASE TOGETHER WITH ALL AMENDMENTS	6/1/2017		\$0.00
COLFIN 2015-2 INDUSTRIAL OWNER LLC	COUNTRY FRESH HOLDING COMPANY, INC.	LEASE	COLFIN - GRAND PRAIRIE LEASE TOGETHER WITH ALL AMENDMENTS	3/1/2020		\$0.00
CORONA INDUSTRIAL LLC	SUN RICH FRESH FOODS (USA), INC.	LEASE	CORONA INDUSTRIAL LEASE TOGETHER WITH ALL AMENNDMENTS	12/1/2020		\$0.00
HYG FINANCIAL SERVICES, INC	COUNTRY FRESH LLC	EQUIPMENT LEASE	MASTER LEASE AGREEMENT # 9411387	4/5/2019		\$0.00
MARLIN CAPITAL SOLUTIONS	COUNTRY FRESH LLC	EQUIPMENT LEASE	EQUIPMENT FINANCE AGREEMENT # 1358640, 1357173	5/30/2019		\$0.00
PINNACLE CENTER I, LLC	COUNTRY FRESH HOLDINGS, LLC	LEASE	PINNACLE CENTER I LEASE AGREEMENT TOGETHER WITH ALL AMENDMENTS	9/19/2019		\$0.00
RAYMOND LEASING CORPORATION	COUNTRY FRESH PENNSYLVANIA, LLC	EQUIPMENT LEASE	WAREHOUSE EQUIPMENT LEASE AGREEMENT	UNKNOWN		\$0.00
RAYMOND LEASING CORPORATION: ARBOR MATERIAL HANDLING, INC. (PART OF RAYMOND LEASING CORPORATION)	COUNTRY FRESH LLC	EQUIPMENT LEASE	COMPREHENSIVE FIXED PRICE MAINTENANCE AGREEMENT	9/25/2019		\$0.00
RAYMOND LEASING CORPORATION: ARBOR MATERIAL HANDLING, INC. (PART OF RAYMOND LEASING CORPORATION)	COUNTRY FRESH PENNSYLVANIA, LLC	EQUIPMENT LEASE	AGREEMENT #353241(ADDITIONAL SCHEDULE UNDER RAYMOND L	1/6/2020		\$0.00
RAYMOND LEASING CORPORATION: ARBOR MATERIAL HANDLING, INC. (PART OF RAYMOND LEASING CORPORATION)	COUNTRY FRESH PENNSYLVANIA, LLC	EQUIPMENT LEASE	AGREEMENT #353242 (ADDITIONAL SCHEDULE UNDER RAYMOND	1/6/2020		\$0.00
RAYMOND LEASING CORPORATION: ARBOR MATERIAL HANDLING, INC. (PART OF RAYMOND LEASING CORPORATION)	COUNTRY FRESH PENNSYLVANIA, LLC	EQUIPMENT LEASE	AGREEMENT #353243 (ADDITIONAL SCHEDULE UNDER RAYMOND	1/6/2020		\$0.00
WAL-MART STORES INC	COUNTRY FRESH HOLDINGS LLC	SUPPLY AGREEMENT	WALMART SUPPLIER AGREEMENT	2/19/17		\$0.00

MASTER SERVICE LIST

AKERLY LAW PLLC
(COUNSEL TO BUD'S SALADS INC)
ATTN BRUCE W AKERLY, CARRIE R MCNAIR & ROBERT
N LOUGHRAN
878 S DENTON TAP RD, STE 100
COPPELL, TX 75019
EMAIL: BAKERLY@AKERLYLAW.COM; CMCNAIR@AKERLYLAW.COM;
RLOUGHRAN@AKERLYLAW.COM

ALDINE INDEPENDENT SCHOOL DISTRICT
ATTN: PAMELA H. WALTERS & VICTORIA VONDER HAAR
2520 W. W. THORNE DRIVE
HOUSTON, TX 77073
EMAIL: BNKATTY@ALDINEISD.ORG

ANDREW K ROZELL
(COUNSEL FOR ROBERT REISER & CO, INC.)
323 E JACKSON
HARLINGEN, TX 78550
EMAIL: AKRLAWHARLINGEN@GMAIL.COM

COKINOS YOUNG
(COUNSEL FOR PACKER SANITATION SERVICES INC LTD)
ATTN CRAIG E POWER & MARIA M BARTLETT
FOUR HOUSTON CENTER
1221 LAMAR ST, 16TH FL
HOUSTON, TX 77010
EMAIL: CPOWER@COKINOSLAW.COM; MBARTLETT@COKINOSLAW.COM

CLARK HILL STRASBURGER
(COUNSEL FOR WASTE MANAGEMENT, INC)
ATTN: ROBERT P. FRANKE, ANDREW G. EDSON &
AUDREY L. HORNISHER
901 MAIN ST, STE 6000
DALLAS, TX 75202-3794
EMAIL: BFRANKE@CLARKHILL.COM; AEDSON@CLARKHILL.COM;
AHORNISHER@CLARKHILL.COM

FOLEY & LARDNER LLP
(COUNSEL TO DEBTORS)
ATTN JOHN P MELKO & SHARON M BEAUSOLEIL
1000 LOUISIANA ST, STE 2000
HOUSTON, TX 77002

FEDERAL TRADE COMMISSION
600 PENNSYLVANIA AVE NW
WASHINGTON, DC 20580
EMAIL: ANTITRUST@FTC.GOV

HARRIS BEACH PLLC
(COUNSEL FOR AGPRO FARMS, AGPRO TRUCKING LLC)
ATTN: WENDY A KINSELLA, ESQ, BRIAN D ROY, ESQ,
& LEE E WOODARD, ESQ.
333 WEST WASHINGTON ST, STE 200
SYRACUSE, NY 13202
EMAIL: BKEMAIL@HARRISBEACH.COM; WKINSELLA@HARRISBEACH.COM

FOLEY & LARDNER LLP
(COUNSEL TO DEBTORS)
ATTN MARK C MOORE
2021 MCKINNEY AVE, STE 1600
DALLAS, TX 75201

MASTER SERVICE LIST

HUGHES HUBBARD & REED LLP
(COUNSEL FOR CENVEO WORLDWIDE LIMITED)
ATTN: CHRISTOPHER GARTMAN, ESQ.
ONE BATTERY PARK PLAZA
NEW YORK, NY 10004-1482
EMAIL: CHRIS.GARTMAN@HUGHESHUBBARD.COM

INTERNAL REVENUE SERVICES
CENTRALIZED INSOLVENCY OPERATION
PO BOX 7346
PHILADELPHIA, PA 19101-7346

INTERNAL REVENUE SERVICES
DEPARTMENT OF THE TREASURY
1500 PENNSYLVANIA AVE NW
WASHINGTON, DC 20220

INTERNAL REVENUE SERVICES
LOCAL OFFICE
1100 COMMERCE ST, RM 121
DALLAS, TX 75242

KILPATRICK TOWNSEND & STOCKTON LLP
(COUNSEL TO OFFICIAL COMMITTEE OF UNSECURED CRED)
ATTN: KELLY MOYNIHAN
THE GRACE BUILDING
1114 AVE OF THE AMERICAS
NEW YORK, NY 10036
EMAIL: KMOYNIHAN@KILPATRICKTOWNSEND.COM

KILPATRICK TOWNSEND & STOCKTON LLP
(COUNSEL TO OFFICIAL COMMITTEE OF UNSECURED CRED)
ATTN: PAUL M. ROSENBLATT & TODD C. MEYERS
1100 PEACHTREE ST NE, STE 2800
ATLANTA, GA 30309-4528
EMAIL: PROSENBLATT@KILPATRICKTOWNSEND.COM;
TMEYERS@KILPATRICKTOWNSEND.COM

KLINOWSKI DAMIANO LLP
(COUNSEL TO S&S MARKETING AND SALES, INC. AND C.
LANE COMPANY, LLC)
ATTN: JASON R. KLINOWSKI
PO BOX 43404
BIRMINGHAM, AL 35243
EMAIL: JKLINOWSKI@AGLAWYER.COM

LINEBARGER GOGGAN BLAIR & SAMPSON LLP
(COUNSEL FOR MONTGOMERY COUNTY, HARRIS COUNTY)
ATTN: JOHN P DILLMAN
PO BOX 3064
HOUSTON, TX 77253-3064
EMAIL: HOUSTON_BANKRUPTCY@PUBLICANS.COM

LINEBARGER GOGGAN BLAIR & SAMPSON LLP
(COUNSEL FOR TARRANT COUNTY, DALLAS COUNTY)
ATTN: ELIZABETH WELLER
2777 N STEMMONS FWY, STE 1000
DALLAS, TX 75207
EMAIL: DALLAS.BANKRUPTCY@PUBLICANS.COM

MARTYN AND ASSOCIATES
(COUNSEL FOR C. H. ROBINSON WORLDWIDE, INC.)
ATTN: MARK A. AMENDOLA
820 W. SUPERIOR AVE, TENTH FLOOR
CLEVELAND, OH 44113
EMAIL: MAMENDOLA@MARTYNLAWFIRM.COM

MASTER SERVICE LIST

MEUERS LAW FIRM, P.L.
(COUNSEL TO BELLA PRODUCE, LLC, HANSHAW SALES,
HOUSTON SOUTH MILL, LLC, SOUTH MILL MUSHROOM, LLC,
GRIMMWAY ENTERPRISES, INC.)
ATTN: STEVEN M. DE FALCO
5395 PARK CENTRAL COURT
NAPLES, FL 34109
EMAIL: SDEFALCO@MEUERSLAWFIRM.COM

MONCRIEF & HART PC
(COUNSEL FOR RIVER FRESH FOODS, LLC AND BLAZER
WILKINSON, LP)
ATTN: DENNIS LEWIS
16 W GABILAN ST
SALINAS, CA 93901
EMAIL: DENNIS@MONCRIEFHART.COM

NORTON ROSE FULBRIGHT US LLP
(COUNSEL FOR CORTLAND CAPITAL MARKET SERVICES LLC)
ATTN DAVID ROSENZWEIG, MICHAEL FINGERHUT,
AND STEPHEN CASTRO
1301 AVE OF THE AMERICAS
NEW YORK, NY 10019-6022
EMAIL: DAVID.ROSENZWEIG@NORTONROSEFULBRIGHT.COM;
STEPHEN.CASTRO@NORTONROSEFULBRIGHT.COM;
MICHAEL.FINGERHUT@NORTONROSEFULBRIGHT.COM

NORTON ROSE FULBRIGHT US LLP
(COUNSEL TO CAPITAL MARKET SERVICES LLC)
ATTN: BOB B. BRUNER
1301 MCKINNEY, STE 5100
HOUSTON, TX 77010
EMAIL: BOB.BRUNER@NORTONROSEFULBRIGHT.COM

OFFICE OF THE UNITED STATES ATTORNEY GENERAL
US DEPARTMENT OF JUSTICE
ATTN: MATTHEW G. WHITAKER
950 PENNSYLVANIA AVE NW
WASHINGTON, DC 20530-0001

OFFICE OF THE UNITED STATES TRUSTEE
FOR THE SOUTHERN DISTRICT OF TEXAS
ATTN: STEPHEN DOUGLAS STATHAM
515 RUSK ST, STE 3516
HOUSTON, TX 77002
EMAIL: STEPHEN.STATHAM@USDOJ.GOV;
HECTOR.DURAN.JR@USDOJ.GOV

OSLER HOSKIN & HARCOURT LLP
ATTN: TRACY SANDLER
100 KING ST W
1 FIRST CANADIAN PL, STE 6200
TORONTO, ON M5X 1B8
CANADA
EMAIL: TSANDLER@OSLER.COM; MCALVARUSO@OSLER.COM;
RBORINS@OSLER.COM; YSAMAD@OSLER.COM

PAHL & MCCAY
(COUNSEL FOR FLEXIBLE FUNDING LTD., LIABILITY CO.)
ATTN: CATHERINE SCHLOMANN ROBERTSON, ESQ.
225 WEST SANTA CLARA STREET, SUITE 1500
SAN JOSE, CA 95113-1752
EMAIL: CROBERTSON@PAHL-MCCAY.COM

PAUL WEISS RIFKIND WHARTON & GARRISON LLP
(COUNSEL TO AD HOC GROUP OF LENDERS)
ATTN: ELIZABETH R. MCCOLM, JOHN W. WEBER,
GRACE HOTZ, KATE AMATO, DIANE MEYERS, THERESA LI,
CATHERINE GOODALL AND JOSEPH FRIEDMAN
1285 AVE OF THE AMERICAS
NEW YORK, NY 10019-6064
EMAIL: EMCCOLM@PAULWEISS.COM; JWEBER@PAULWEISS.COM;
GHOTZ@PAULWEISS.COM; DMEYERS@PAULWEISS.COM; TLII@PAULWEISS.COM;
CGOODALL@PAULWEISS.COM; KAMATO@PAULWEISS.COM

PERDUE BRANDON FIELDER COLLINS & MOTT LLP
(COUNSEL TO WOODLANDS METRO CENTER MUD)
ATTN: OWEN M. SONIK
1235 N LOOP W, STE 600
HOUSTON, TX 77008
EMAIL: OSONIK@PBFCM.COM

MASTER SERVICE LIST

PERDUE, BRANDON, FIELDER COLLINS & MOTT LLP
(COUNSEL FOR ARLINGTON ISD)
ATTN: EBONEY COBB
500 E BORDER STREET, SUITE 640
ARLINGTON, TX 76010
EMAIL: ECOBB@PBFCM.COM

PORTER HEDGES LLP
(COUNSEL TO AD HOC GROUP LENDERS)
ATTN: JOHN F. HIGGINS, M. SHANE JOHNSON & MEGAN
YOUNG-JOHN
1000 MAIN ST, 36TH FL
HOUSTON, TX 77002
EMAIL: JHIGGINS@PORTERHEDGES.COM; MYOUNG-
JOHN@PORTERHEDGES.COM; SJOHNSON@PORTERHEDGES.COM

RAMEY & FLOCK, P.C.
(COUNSEL FOR CUSTOM PRODUCE SALES & PACIFIC SALES)
ATTN: STEVE SPITZER
100 E FERGUSON, STE 404
TYLER, TX 75702
EMAIL: SSPITZER@RAMEYFLOCK.COM

RYNN & JANOWSKY, LLP
(COUNSEL FOR CUSTOM PRODUCE SALES & PACIFIC SALES)
ATTN: ELISE O'BRIEN & R. JASON READ
2603 MAIN ST, STE 1250
IRVINE, CA 92614
EMAIL: JASON@RJLAW.COM; ELISE@RJLAW.COM

SCHLANGER SILVER LLP
(COUNSEL FOR CAMBRIAN INNOVATION, INC.)
ATTN: JULIA A. COOK
109 NORTH POST OAK LANE, STE 300
HOUSTON, TX 77024
EMAIL: JCOOK@SCHLANGERSILVER.COM

SECURITIES & EXCHANGE COMMISSION
100 F ST NE
WASHINGTON, DC 20549
EMAIL: CHAIRMANOFFICE@SEC.GOV

SINGER & LEVICK, P.C.
(COUNSEL FOR BREIT INDUSTRIAL HS PROPERTY OWNER)
ATTN: MICHELLE E. SHRIRO, ESQ
16200 ADDISON ROAD, SUITE 140
ADDISON, TX 75001
EMAIL: MSHRIRO@SINGERLEVICK.COM

SPECTOR & COX, PLLC
(COUNSEL TO DIAMOND ONIONS, INC.)
ATTN: HOWARD MARC SPECTOR
12770 COIT RD, STE 1100
DALLAS, TX 75251
EMAIL: HSPECTOR@SPECTORCOX.COM

SPENCE, DESENBERG & LEE, PLLC
(COUNSEL FOR EFFEX MANAGEMENT SOLUTIONS, LLC)
ATTN: ROSS SPENCE & HENRY W. KNIGHT
1770 SAINT JAMES PLACE, STE 625
HOUSTON, TX 77056
EMAIL: ROSS@SDLLAW.COM; HENRY@SDLLAW.COM

STATE OF TEXAS ATTORNEY GENERAL
ATTN: KEN PAXTON
300 W 15TH ST
AUSTIN, TX 78701

MASTER SERVICE LIST

STATE OF TEXAS ATTORNEY GENERAL
ATTN: KEN PAXTON
PO BOX 12548
AUSTIN, TX 78711-2548

STOKES LAW OFFICE LLP
(COUNSEL TO CLASSIC HARVEST LLC, CENTRAL AMERICAN)
ATTN: CRAIG A. STOKES, ESQ. & MARLEEN W. COBB
3330 OAKWELL COURT, STE 225
SAN ANTONIO, TX 78218
EMAIL: CSTOKES@STOKESLAWOFFICE.COM;
MCOBB@STOKESLAWOFFICE.COM

TEXAS STATE SECURITIES BOARD
THOMAS JEFFERSON RUSK STATE OFFICE BDLG
208 E 10TH ST
AUSTIN, TX 78701

THE TEXAS COMPTROLLER
ATTN: COURTNEYJ. HULL, ASSISTANT ATTORNEY GENERAL
BANKRUPTCY & COLLECTIONS DIVISION MC 008
P.O. BOX 12548
AUSTIN, TX 78711-2548
EMAIL: BK-CHULL@OAG.TEXAS.GOV

THE UNITED STATES ATTORNEYS OFFICE
FOR THE SOUTHERN DISTRICT OF TEXAS
ATTN: RICHARD A KINCHELOE
1000 LOUISIANA ST
HOUSTON, TX 77002
EMAIL: RICHARD.KINCHELOE@USDOJ.GOV

THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.
(COUNSEL FOR O'ROURKE DIST. CO., LLC, D/B/A
O'ROURKE PETROLEUM)
ATTN: ALBERT F. NASUTI, ESQ.
2 SUN COURT, SUITE 400
PEACHTREE CORNERS, GA 30092

THORNTON GROUT FINNIGAN LLP
(COUNSEL FOR COURT APPOINTED MONITOR)
ATTN: REBECCA KENNEDY & PUYA J. FESHARAKI
TD WEST TOWER, TORONTO-DOMINION CENTRE
100 WELLINGTON ST. W., STE 3200
TORONTO, ON M5K 1K7
CANADA
EMAIL: RKENNEDY@TGF.CAPFESHARAKI@TGF.CA

UNITED STATES CUSTOMS AND BORDER PROTECTION
1300 PENNSYLVANIA AVE NW
WASHINGTON, DC 20229

UNITED STATES PATENT AND TRADEMARK OFFICE AND
THE UNITED STATES COPYRIGHT OFFICE
101 INDEPENDENCE AVE SE
WASHINGTON, DC 20559-6000

US ENVIRONMENTAL PROTECTION AGENCY
ATTN: SCOTT PRUITT, ADMINISTRATOR
ARIEL RIOS BLDG, 1200 PENNSYLVANIA AVE NW
WASHINGTON, DC 20460

MASTER SERVICE LIST

VILLEDA LAW GROUP
(COUNSEL FOR AMH PRODUCE COMPANY)
ATTN: ANTONIO VILLEDA, MARK TALBOT
6316 NORTH 10TH STREET, BLDG. B
MCALLEN, TX 78504
EMAIL: AVILLEDA@MYBUSINESSLAWYER.COM;
MTALBOT@MYBUSINESSLAWYER.COM

VORYS, SATER, SEYMOUR AND PEASE LLP
(COUNSEL FOR INTERITY EXPRESS LOGISTICS LLC)
ATTN: STEVEN R. RECH
909 FANNIN ST, STE 2700
HOUSTON, TX 77010
EMAIL: SRECH@VORYS.COM

WALKER WILCOX MATOUSEK LLP
(COUNSEL FOR AMAZON PRODUCE NETWORK LLC)
ATTN: TONY L DRAPER
1001 MCKINNEY, STE 2000
HOUSTON, TX 77002
EMAIL: TDRAPER@WALKERWILCOX.COM

WINSTON & STRAWN LLP
(COUNSEL FOR STELLEX/CF BUYER (US), LLC)
ATTN: CAREY D. SCHREIBER
200 PARK AVENUE
NEW YORK, NY 10166
EMAIL: CSCHREIBER@WINSTON.COM

WINSTON & STRAWN LLP
(COUNSEL TO STELLEX/CF BUYER (US), LLC)
ATTN: LAURA KRUCKS
35 W. WACKER DRIVE
CHICAGO, IL 60601

LEE E. WOODARD
HARRIS BEACH PLLC
333 WEST WASHINGTON STREET, SUITE 200
SYRACUSE, NY 13202
EMAIL: LWOODARD@HARRISBEACH.COM

Service List – Proposed Executory Contracts and Unexpired Leases to be Assumed

BREIT INDUSTRIAL HS PROPERTY
PO BOX 208017
DALLAS, TX 75320-80174

COLFIN 2015-2 INDUSTRIAL OWNER LLC
ATTN: ASSET MANAGER
13727 NOEL RD, STE 750
DALLAS, TX 75240

CORONA INDUSTRIAL LLC
C/O CBRE INC
ATTN: PROPERTY MANAGER
4141 INLAND EMPIRE BLVD, STE 100
ONTARIO, CA 91764

HYG FINANCIAL SERVICES, INC.
PO BOX 35701
BILLINGS, MT 59107

MARLIN CAPITAL SOLUTIONS
300 FELLOWSHIP RD
MOUNT LAUREL, NJ 08054

PINNACLE CENTER 1, LLC
5100 W JB HUNT DRIVE, SUITE 800
ROGERS, AR 72758

RAYMOND LEASING CORPORATION
PO BOX 301590
DALLAS, TX 75303

WAL-MART STORES INC.
ATTN: GENERAL MERCHANDISE MGR
702 SW 8TH ST
BENTONVILLE, AR 72716