

ENTERED

December 10, 2021

Nathan Ochsner, Clerk

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

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

**STIPULATION AND AGREED ORDER RELATED TO SALE OF ASSETS TO
STELLEX/CF BUYER (US) LLC**

This stipulation and agreed order (“Stipulation and Agreed Order”) is entered into by and between Janet Northrup, as chapter 7 trustee (the “Trustee”) of the estates of Country Fresh Holding Company Inc., et al. (collectively, the “Debtors”), the Ad Hoc Group of Secured Lenders, and Stellex/CF Buyer (US) LLC (the “Buyer”, and together with the Trustee, on behalf of the Debtors, and the Ad Hoc Group of Secured Lenders, collectively, the “Parties”). The Parties hereby stipulate and agree as follows:

RECITALS

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

WHEREAS, on March 29, 2021, the Court approved the sale of substantially all the Debtors’ assets to the Buyer pursuant to the *Order Authorizing Country Fresh Holdings Company Inc. and Its Affiliated Debtors to (I) Sell Substantially All of the Debtors’ Assets Free and Clear*

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.

of All Liens, Claims, Encumbrances, and Interests, (II) Authorizing and Approving the Debtors' Performance under the APA, (III) Authorizing and Approving the Assumption and Assignment of Certain of the Debtors' Executory Contracts, Unexpired Leases, And Permits Related Thereto, and (IV) Granting Related Relief [Docket No. 437] (as the same has been and may further be amended, supplemented, or otherwise modified from time to time in accordance with its terms, together with all exhibits thereto, the "Sale Order");²

WHEREAS, as authorized by the Sale Order, the Debtors and the Buyer entered into that certain Asset Purchase Agreement, dated as of April 29, 2021 (as the same has been and may further be amended, supplemented, or otherwise modified from time to time in accordance with its terms, together with all exhibits and schedules thereto, the "APA");

WHEREAS, as authorized by the Sale Order and the APA, the Debtors and the Buyer entered into the Transition Services Agreement, dated as of April 29, 2021 (as the same has been and may further be amended, supplemented, or otherwise modified from time to time in accordance with its terms, together with all exhibits and schedules thereto, the "TSA");

WHEREAS, in accordance with the APA, the Parties entered into an escrow agreement dated April 29, 2021 (the "Escrow Agreement") pursuant to which the Buyer placed the Adjustment Escrow Amount and the License Escrow Amount into escrow with Citibank, N.A., as escrow agent;

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

WHEREAS, pursuant to and in accordance with (a) the *Stipulation and Agreed Order Resolving (I) Stellex/CF Buyer (US) LLC's Emergency Motion to Enforce the APA and the Sale Order and (II) Debtors' Emergency Motion for Entry of Order Enforcing Sale Order* [Docket

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

No. 645] (the “May 24 Order”), (b) the *Stipulation and Agreed Order Regarding Release of Escrowed Funds By Citibank, N.A., to Buyer* [Docket No. 863] (the “Round 3 Payables Order”), and (c) the *Stipulation and Agreed Order Regarding Release of Escrowed Funds By Citibank, N.A. to Buyer* [Docket No. 928] (the “Round 4 Payables Order” and together with the May 24 Order and the Round 3 Payables Order, collectively, the “Post-Petition Payable Orders”), the Buyer was authorized to pay certain Post-Petition Trade Payables with funds advanced from the Adjustment Escrow Amount;

WHEREAS, funds in the amount of \$26,994.00 were advanced to the Buyer from the Adjustment Escrow Amount in accordance with the Round 4 Payables Order on account of payables that are subject to a pending dispute (the “Disputed Payables”);

WHEREAS, pursuant to and in accordance with the *Stipulation and Agreed Order (I) Withdrawing Certain PACA Claim Objections, (II) Paying Certain New Undisputed PACA Claims, (III) Extending Certain TSA End Dates, and (IV) Resolving Certain Insurance Disputes* [Docket No. 710], the Buyer agreed, among other things, to assume and pay certain PACA Claims;

WHEREAS, on June 21, 2021, the Court entered the *Order (I) Authorizing and Approving the Conversion of the Chapter 11 Cases, (II) Extending the Designation Rights Period, and (III) Granting Related Relief* [Docket No. 719];

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

WHEREAS, on July 13, 2021, the Buyer delivered the Closing Statement to the Trustee in accordance with Section 3.1(e) of the APA;

WHEREAS, on July 14, 2021, the Court entered the *Stipulation and Agreed Order Amending Transition Services Agreement and Asset Purchase Agreement* [Docket No. 784] (the “TSA Order”), which, among other things, amended the TSA to allow the Buyer to pay Service

Fees (other than Transition Employment Fees) directly and directed the Trustee to return any funds that the Buyer previously paid to the Debtors in advance pursuant to the TSA that had not yet been remitted to the applicable vendor in accordance with the TSA (collectively, the “TSA Trust Funds”);

WHEREAS, pursuant to the TSA Order certain TSA Trust Funds were returned to the Buyer, however, funds in the amount of \$115,368.00 that were advanced by the Buyer to the Debtors under the TSA remain the subject of a pending dispute (the “Disputed TSA Trust Funds”);

WHEREAS, on July 30, 2021, the Court entered the *Stipulation and Agreed Order Regarding Turnover of Trust Receipts to Buyer Pursuant to Sale Order, APA, and TSA* [Docket No. 822] (the “Trust Receipts Order”), pursuant to which, among other things, the Trustee was directed to release any additional Trust Receipts (as defined therein) to the Buyer within five (5) Business Days of becoming aware of receipt and reconciliation of the amount due under the relevant agreement;

WHEREAS, on August 9, 2021, the Trustee delivered a Notice of Disagreement to the Closing Statement to the Buyer in accordance with Section 3.1(e) of the APA;

WHEREAS, on October 1, 2021, the Court entered the *Order Granting Trustee’s Motion for Authority (A) To Pay All Remaining Pre-Closing PACA Claims from the PACA Escrow Reserve, (B) To Release Any Remaining Escrowed Funds in the PACA Escrow Reserve to the Trustee, (C) To Expunge All Other PACA Claims and (D) For Related Relief* [Docket No. 1105] (the “Final PACA Order”), pursuant to which, among other things, all Disputed PACA Claims were deemed fully and finally resolved for purposes of the APA and the requirement for the \$2,500,000 Disputed PACA Claims Amount to remain in cash in the Adjustment Escrow Fund no longer applied;

WHEREAS, pursuant to the *Order (I) Denying the Trustee's Expedited Motion for Turnover of Funds Pursuant to 11 U.S.C. § 543 and Oral Court Order and (II) Granting Related Relief* [Docket No. 847] entered on August 5, 2021, the Trustee was substituted for the Debtors under the Escrow Agreement for all purposes and the authorized representative of the Debtors set forth on Schedule 1-B thereof was replaced with Janet Northrup in her capacity as Trustee;

WHEREAS, in accordance with the APA, upon the Closing Statement becoming final, the Purchase Price shall be adjusted upwards or downwards as set forth in the APA (as defined in the APA, the "Adjustment Amount");

WHEREAS, in accordance with Section 3.1(e)(x) of the APA, the Parties worked in good faith to resolve the disputes set forth in the Notice of Disagreement and have reached an agreement regarding the Closing Statement, the Adjustment Amount, the Disputed Payables, and the Disputed TSA Trust Funds, as set forth in Exhibit A attached hereto (the "Agreed Closing Statement");

WHEREAS, pursuant to the Agreed Closing Statement the Parties have agreed that the Purchase Price shall be adjusted downward by \$1,356,170.67, which amount shall be paid to Buyer from the Adjustment Escrow Fund;

WHEREAS, pursuant to the Agreed Closing Statement and in accordance with Section 3.1(k)(iv) of the APA and the Final PACA Order, after payment of the \$1,356,170.67 to Buyer, the \$3,200,594.46 remaining in the Adjustment Escrow Fund shall be paid to the Trustee (for the bankruptcy estates of the Sellers); and

WHEREAS, the License Escrow Fund in the amount of \$220,000 shall also be returned to the Trustee (for the bankruptcy estates of the Sellers) in accordance with the terms of the APA and the Escrow Agreement.

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

1. The recitals to this Stipulation and Agreed Order are incorporated as if fully set forth herein.

2. Upon entry of this Stipulation and Agreed Order, the Agreed Closing Statement shall be deemed the final, binding, and non-appealable Closing Statement for all purposes under the APA.

3. The Buyer and Trustee are authorized and directed to execute the Joint Instruction Letter substantially in the form attached hereto as **Exhibit B**, or as may otherwise be agreed among the Buyer and Trustee without further order of the Court, releasing: (a) the Adjustment Amount of \$1,356,170.67 to the Buyer from the Adjustment Escrow Fund; (b) after payment of the Adjustment Amount to Buyer, the \$3,200,594.46 remaining in Adjustment Escrow Fund to the Trustee (for the bankruptcy estates of the Sellers); and (c) the \$220,000 in the License Escrow Fund to the Trustee (for the bankruptcy estates of the Sellers).

4. Notwithstanding anything to the contrary in the APA, the TSA, the Escrow Agreement, or the Sale Order, upon entry of this Stipulation and Agreed Order and the payment of the amounts set forth herein, (a) the Parties shall have no further obligations, including with respect to amounts owing, with respect to: (i) Sections 3.1 and 4.3 of the APA; (ii) the TSA; (iii) the Post-Petition Payable Orders, including the Disputed Payables; and (iv) the Disputed TSA Trust Funds other than with respect to the turnover of any Trust Receipts (whether pursuant to the Trust Receipts Order or otherwise) and (b) the Parties shall be deemed released of any and all claims, rights, and obligations arising under or related to the preceding (i) through (iv) other than with respect to Trust Receipts as set forth above (collectively, the “Claims”); *provided* that the foregoing shall not release (x) any claims, rights, or obligations under this Stipulation and Agreed Order or (y) any Claims and liens the Prepetition Lenders (as defined in the Final DIP Order) may have against the Debtors, the estates, and any remaining property thereof. Upon entry of this

Stipulation and Agreed Order and the payment of the amounts set forth herein, the Debtors shall have no further obligations to the Buyer with respect to the PACA Claims or the Post-Petition Trade Payables under the APA.


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

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Stipulation and Agreed Order.

7. This Stipulation and Agreed Order is effective and immediately enforceable upon entry.

IT IS SO ORDERED.

Signed: December 10, 2021



Marvin Isgur
United States Bankruptcy Judge

AGREED AND ACCEPTED:

HUGHES WATTERS & ASKANASE

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**COUNSEL TO AD HOC GROUP OF
SECURED LENDERS**

United States Bankruptcy Court
Southern District of Texas

In re:
Country Fresh Holding Company Inc.
Official Committee of Unsecured Creditor
Debtors

Case No. 21-30574-mi
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0541-4

User: ADIuser

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Date Rcvd: Dec 10, 2021

Form ID: pdf002

Total Noticed: 79

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 12, 2021:

Recip ID	Recipient Name and Address
db	+ CF Products, LLC, 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Champlain Valley Specialty of New York, Inc., 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Country Fresh Acquisition Corp., 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Country Fresh Carolina, LLC, 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Country Fresh Dallas, LLC, 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Country Fresh Holding Company Inc., 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Country Fresh Holdings, LLC, 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Country Fresh LLC, 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Country Fresh Manufacturing, LLC, 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Country Fresh Midco Corp., 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Country Fresh Midwest, LLC, 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Country Fresh Orlando, LLC, 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Country Fresh Transportation LLC, 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Country Fresh of Pennsylvania, LLC, 3200 Research Forest Drive, Site A5, Woodlands, TX 77381-4084
db	+ Sun Rich Fresh Foods (NV) Inc., 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Sun Rich Fresh Foods (PA) Inc., 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
db	+ Sun Rich Fresh Foods (USA) Inc., 3200 Research Forest Drive, Suite A5, Woodlands, TX 77381-4084
aty	+ Catherine Schlomann Robertson, Pahl & McCay, 225 W Santa Clara St, Ste1500, San Jose, CA 95113-1723
aty	+ Hughes Watters Askanase, L.L.P., c/o Wayne Kitchens, Total Plaza, 1201 Louisiana, 28th Floor, Houston, TX 77002-5607
aty	+ Jeremy Ryan, 1313 N. Market Street, 6th Floor, Wilmington, DE 19801-6102
aty	+ Nicholas S. Gatto, Harter Secrest & Emery LLP, 50 Fountain Plaza, Suite 1000, Buffalo, NY 14202-2214
cr	#+ AMH Produce Company, P.O. Box 21199, Houston, TX 77226-1199
cr	+ Agpro Farms II, Inc., Harris Beach PLLC c/o Lee E. Woodard, 333 West Washington Street, Suite 200, Syracuse, NY 13202 UNITED STATES 13202-9204
cr	+ Agpro Farms, Agpro Trucking LLC and Agpro Farms II, c/o Harris Beach PLLC, 333 West Washington St., Suite 200, Syracuse, NY 13202, US 13202-9204
cr	+ Amazon Produce Network, LLC, 2321 Industrial Way, Suite A, Vineland, NJ 08360-1551
cr	+ BG Finance and Accounting, Inc. d/b/a Donovan & Wa, 3710 Rawlins Street, Suite 1300, Dallas, TX 75219-4238
intp	+ BOXLEY GROUP, LLC, C/O DABNEY PAPPAS, 1776 YORKTOWN, SUITE 425, HOUSTON, TX 77056-4154
cr	+ Basciani Foods, Inc., 8876 Gap Newport Pike, Avondale, PA 19311-9749
cr	+ Bay Valley Foods, LLC, c/o Elizabeth A. Green, 200 South Orange Avenue, Suite 2300, Orlando, FL 32801-3455
cr	+ Bernard Presume, 25420 Kuykendahl, Suite B300-1043, The Woodlands, TX 77375-3405
cr	CarbAmericas Inc., 830 W. Cypress Creek Road, Suite 110, Fort Lauderdale, FL 33309
cr	Central American Produce, Inc., Pompano Beach, FL 33064
cr	+ Dallas County, Linebarger Goggan Blair & Sampson, LLP, c/o Elizabeth Weller, 2777 N. Stemmons Freeway, Suite 1000 Dallas, TX 75207-2328
cr	+ DeMarree Fruit Farm, Inc., c/o Bond, Schoeneck & King, PLLC, Attn: Camille W. Hill, Esq., One Lincoln Center, Syracuse, NY 13202-1306
cr	+ Diamond Onions, Inc., c/o Howard Marc Spector, Spector & Cox, PLLC, 12770 Coit Road, Suite 1100 Dallas, TX 75251-1329
cr	+ Effex Management Solutions, LLC, c/o Ross Spence, Spence, Desenberg & Lee, PLLC, 1770 St. James Place, Suite 625 Houston, TX 77056-3500
cr	+ Enoy Joseph, c/o Seth D. Carson, 1835 Market Street, Suite 2950, Philadelphia, PA 19103-2946
op	+ Epiq Corporate Restructuring, LLC, 777 Third Avenue., New York, NY 10017-1401
cr	+ FreshPoint, Inc, 8801 Exchange Drive, Orlando, FL 32809-7675
cr	+ Freshhouse II, LLC, 215 Rogers Way, Suite K, Westhampton Beach, NY 11978-1461

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cr + General Equipment Acceptance Corporation, c/o Albert A. Ciardi, III, Esquire, Ciardi Ciardi & Astin, 1905 Spruce Street, Philadelphia, PA 19103-5732

cr + Industrial Imaging Products, 403 Westpark Court, Suite 210, Peachtree City, GA 30269-1426

cr + Integrity Express Logistics, LLC, c/o Tiffany Strelow Cobb, Vorys, Sater, Seymour and Pease LLP, 52 East Gay Street, Columbus, OH 43215-3161

intp + Jackson Walker LLP, c/o Kristhy M. Peguero, 1401 McKinney Street, Suite 1900, Houston, TX 77010-1900

cr + Jude Dominique, 25420 Kuykendahl, Suite B300-1043, The Woodlands, TX 77375-3405

cr + KC Bailey Orchards, LLC, c/o Bond, Schoeneck & King, PLLC, Attn: Camille W. Hill, Esq., One Lincoln Center, Syracuse, NY 13202-1306

cr + Louise Maria Beaucejour, 25420 Kuykendahl, Suite B300-1043, The Woodlands, TX 77375-3405

cr + Malene Louis, 25420 Kuykendahl, Suite B300-1043, The Woodlands, TX 77375-3405

cr + Marie Dorvilier, 25420 Kuykendahl, Suite B300-1043, The Woodlands, TX 77375-3405

cr + Mason Farms Operating Co., LLC, c/o Bond, Schoeneck & King, PLLC, Attn: Camille W. Hill, Esq., One Lincoln Center, Syracuse, NY 13202-1306

cr Melon 1 Sales Corp., Brooklyn, NY

cr + Nickey Gregory Company, LLC, 16 Forest Parkway, Bldg. M, Forest Park, GA 30297-2001

cr + O'Rourke Dist. Co., LLC, d/b/a ORourke Petroleum, c/o Thompson, O'Brien, Kemp & Nasuti, PC, 2 Sun Court, Suite 400, Peachtree Corners, GA 30092-2865

cr + Orange County Utilities, c/o Adolphus Thompson, 201 S Rosalind Ave, 3rd Fl, Orlando, FL 32801-3527

cr + Panorama Produce Sales, Inc., 933 Mamaroneck Avenue, Mamaroneck, NY 10543-1657

cr + Pete Pappas & Sons, Inc., P.O. Box 1189, Jessup, MD 20794-1189

cr + Robert Reiser & Co., Inc, 725 Dedham Street, Canton, MA 02021-1450

cr + SRFF08 READING PA L.P., c/o Paige Tinkham - Blank Rome LLP, 444 W. Lake Street, #1650, Chicago, IL 60606, UNITED STATES OF AMERICA 60606-0070

cr + Sainforose Bernier, 25420 Kuykendahl, Suite B300-1043, The Woodlands, TX 77375-3405

cr + Sainforose Souffrant, 25420 Kuykendahl, Suite B300-1043, The Woodlands, TX 77375-3405

cr + Sargento Foods Inc., c/o Susan C. Mathews, Baker Donelson, 1301 McKinney Street, Ste 3700, Houston, TX 77010-3034

cr + Sauveteur Louis, 25420 Kuykendahl, Suite B300-1043, The Woodlands, TX 77375-3405

cr + Silchuk Logistics, 47184 Wild Clover Circle, Sioux Falls, SD 57107-6457

cr + Simpelaar Fruit Farm, c/o Bond, Schoeneck & King, PLLC, Attn: Camille W. Hill, Esq., One Lincoln Center, Syracuse, NY 13202-1306

cr + Stella Farms, 7373 E. Doubletree Ranch Road, Suite B-180, Scottsdale, AZ 85258-2035

cr + TMC Produce Solutions, Corp., 201 Enterprise Ave., Suite 600-B, League City, Tx 77573-3086

cr + Tarrant County, Linebarger, Goggan, Blair & Sampson, LLP, c/o Elizabeth Weller, 2777 N. Stemmons Frwy Ste 1000, Dallas, TX 75207 UNITED STATES 75207-2328

cr + Terra Fresh Foods LLC, PO Box 901575, Homestead, FL 33090-1575

cr Texas Comptroller of Public Accounts, Revenue Acco, Courtney J. Hull, PO Box 12548, Austin, TX 78711-2548

cr + Tree Crisp Orchards, LLC, c/o Bond, Schoeneck & King, PLLC, Attn: Camille W. Hill, Esq., One Lincoln Center, Syracuse, NY 13202-1306

cr + US Bank NA d/b/a US Bank Equipment Finance, c/o Padfield & Stout, LLP, Christopher V. Arisco, 420 Throckmorton Street, Suite 1210, Fort Worth, TX 76102-3792

cr + Van Fleet Orchards, LLC, c/o Bond, Schoeneck & King, PLLC, Attn: Camille W. Hill, Esq., One Lincoln Center, Syracuse, NY 13202-1306

cr + Vernon Central Warehouse Inc dba Sweetener Product, c/o Law Offices of Elizabeth G. Smith, 6655 First Park Ten, Suite 240, San Antonio, TX 78213-4304

cr + Visa Fruit LLC, 15115 Park Row, Suite 350-103, Houston, tx 77084-4947

cr + XTRA Lease LLC, c/o Kyle L. Hirsch, Bryan Cave Leighton Paisner, LLC, Two North Central Avenue, Suite 2100, Phoenix, AZ 85004-4533

TOTAL: 75

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/Text: bnkatty@aldineisd.org	Dec 10 2021 20:08:00	ALDINE INDEPENDENT SCHOOL DISTRICT, 2520 W.W. Thorne Drive, Legal Department, Houston, Tx 77073-3406
cr	Email/Text: USCBNotices@cdtfa.ca.gov	Dec 10 2021 20:08:00	California Dept of Tax & Fee Administration, 450 N Street, PO Box 942879, Sacramento, CA 94279-0055
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 10 2021 20:08:00	Harris County, et al., Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Dec 10 2021 20:08:00	Montgomery County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, P.O. Box 3064, Houston, TX 77253-3064

District/off: 0541-4

User: ADIuser

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Total Noticed: 79

TOTAL: 4

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
aty		Foley & Lardner LLP
cr		A Plus Growers LLC
cr		AFCO Credit Corporation
cr		ARAMARK Uniform & Career Apparel, LLC
cr		Ad Hoc Group of Lenders
cr		AmericanStar Transport
op		Ankura Consulting Group, LLC
cr		Arlington ISD
cr		Arlington Independent School District, et al
cr		BREIT Industrial HS Property Owner, LLC
cr		Bella Produce, LLC
cr		Blazer Wilkinson LP
cr		Brothers Produce, Inc.
cr		Bud's Salads, Inc.
cr		C. Lane Company, LLC
cr		C.H. Robinson Worldwide, Inc. d/b/a Robinson Fresh
cr		Cambrian Innovation, Inc.
cr		Cenveo Worldwide Limited
cr		Citrus Plus, Inc.
cr		Classic Harvest, LLC
cr		ColFin 2015-2 Industrial Owner, LLC
cr		Commonwealth of Pennsylvania, Department of Revenue
cr		Continental Fresh LLC
intp		Cortland Capital Market Services LLC
cr		Custom Produce Sales
cr		David Oppenheimer and Company 1, LLC
cr		DeMarree Fruit Farm Inc
cr		Duda Farm Fresh Foods, Inc.
cr		Eagle Produce, LLC dba Martori Farms
cr		First Step Staffing, Inc.
cr		Flexible Funding Ltd., Liability Co.
cr		Fyffes North America Inc
cr		Grimmway Enterprises, Inc. d/b/a Grimmway Farms
cr		Hanshaw Sales
cr		Harvill's Produce Co., Inc.
cr		Hennessey Foods, LLC
cr		Horizon Marketing, Inc.
cr		Houston South Mill, LLC
cr		IPFS Corporation
cr		JA Pacific Sales Company, Inc. dba Pacific Sales C
fa		Juengling, PC
cr		K.M. Davies Co., Inc.
cr		KC Bailey Orchards LLC
cr		Kani
cr		Kapi Kapi Growers Inc.
cr		Loomis Distributing, Inc.
cr		Mason Farms Operating Co LLC
cr		Midwest Best Produce
cr		Monterey Mushrooms, Inc.
cr		Official Committee of Unsecured Creditors
cr		Packer Sanitation Services, Inc., Ltd.
cr		Pura Vida Farms, LLC
cr		River Fresh Farms LLC
cr		S&S Marketing and Sales, Inc.
cr		Sol Group Marketing Company
cr		South Mill Mushroom, LLC

District/off: 0541-4

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intp	Stellex/CF Buyer (US), LLC
cr	Tree Crisp Orchards LLC
cr	US Foods, Inc.
cr	United Parcel Service, Inc.
cr	Van Fleet Orchards, LLC
cr	Waste Management, Inc.
cr	Western Oilfields Supply Co, Inc. d/b/a Rain for R
cr	Winpak Films, Inc.
cr	Woodlands Metro Center M.U.D.

TOTAL: 65 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 12, 2021

Signature: /s/Joseph Speetjens