

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

In re:

NAVARRO PECAN COMPANY, INC.,

Debtor.<sup>1</sup>

)  
)  
)  
)  
)  
)  
)

Chapter 11

Case No. 23-40266 (ELM)

**Ref. Docket Nos. 5, 32-39, 41, & 43**

**AFFIDAVIT OF SERVICE**

STATE OF OHIO

)

) ss.:

COUNTY OF FRANKLIN

)

ANGELA CHACHOFF, being duly sworn, deposes and says:

1. I am employed as Case Manager by Epiq Corporate Restructuring, LLC, with an office located at 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017. I am over the age of eighteen years and am not a party to the above-captioned action.
2. On February 2, 2023, I caused to be served the:
  - a. “Emergency Motion for Entry of Interim and Final Orders (I) Approving the Debtor’s Proposed Adequate Assurance Payments for Future Utility Services; (II) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services; and (III) Approving the Debtor’s Proposed Procedures for Resolving Adequate Assurance Requests,” dated January 30, 2023 [Docket No. 5], (the “Utility Motion”),
  - b. “Order (I) Authorizing the Debtor to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefit Programs, and (II) Granting Related Relief,” dated February 2, 2023 [Docket No. 32], (the “Wages Order”),
  - c. “Interim Order (I) Approving Debtor’s Proposed Adequate Assurance Payments for Future Utility Services, (II) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services, and (III) Approving the Debtor’s Proposed Procedures Resolving Adequate Assurance Requests,” dated February 2, 2023 [Docket No. 33], (the “Interim Utility Order”),

<sup>1</sup> The Debtor’s principal address is 4200 South Hulen Street, Suite 680, Fort Worth, Texas 76109. The Debtor’s facilities are located at 2131 East Highway 31, Corsicana, Texas 75109.

- d. “Interim Order (I) Approving Debtor’s Proposed Adequate Assurance Payments for Future Utility Services, (II) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services, and (III) Approving the Debtor’s Proposed Procedures Resolving Adequate Assurance Requests,” dated February 2, 2023 [Docket No. 34], (the “Final Utility Order”),
- e. “Interim Order Granting Emergency Motion for Interim and Final Orders (I) Authorizing Maintenance of Existing Bank Accounts and Cash Management System; (II) Authorizing Continued Use of Existing Business Forms and Records; (III) Waiving the Requirements of 11 U.S.C. § 345(B); and (IV) Related Relief,” dated February 2, 2023 [Docket No. 35], (the “Interim Cash Order”),
- f. “Interim Order Granting Emergency Motion for Interim and Final Orders (I) Authorizing Maintenance of Existing Bank Accounts and Cash Management System; (II) Authorizing Continued Use of Existing Business Forms and Records; (III) Waiving the Requirements of 11 U.S.C. § 345(B); and (IV) Related Relief,” dated February 2, 2023 [Docket No. 36], (the “2<sup>nd</sup> Interim Cash Order”),
- g. “Order Granting Debtor’s Emergency Motion for Order Extending Time to File Schedules of Assets and Liabilities, Statement of Financial Affairs, and Other Documents,” dated February 2, 2023 [Docket No. 37], (the “Extension Order”),
- h. “Interim Order (I) Authorizing the Debtor to Obtain Postpetition Financing, (II) Granting Liens on Debtor’s Assets, and (III) Scheduling Final Hearing Pursuant to Bankruptcy Rule 4001(c),” dated February 2, 2023 [Docket No. 38], (the “Interim DIP Order”),
- i. “Interim Order (I) Authorizing the Debtor to Obtain Postpetition Financing, (II) Granting Liens on Debtor’s Assets, and (III) Scheduling Final Hearing Pursuant to Bankruptcy Rule 4001(c),” dated February 2, 2023 [Docket No. 39], (the “2<sup>nd</sup> Interim DIP Order”),
- j. “Notice of Final Hearing on DIP Financing Motion and Cash Management Motion,” dated February 2, 2023 [Docket No. 41], (the “Cash Hearing Notice”),
- k. “Notice of Final Hearing on Utilities Motion,” dated February 2, 2023 [Docket No. 43], (the “Utility Hearing Notice”), and
- l. “Final Order (I) Approving Debtor’s Proposed Adequate Assurance Payments for Future Utility Services, (II) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services, and (III) Approving the Debtor’s Proposed Procedures Resolving Adequate Assurance Requests,” a copy of which is annexed hereto as Exhibit A, (the “Revised Draft”),

by causing true and correct copies of the:

- i. Wages Order, Interim Utility Order, Final Utility Order, Interim Cash Order, 2<sup>nd</sup> Interim Cash Order, Extension Order, Interim DIP Order, 2<sup>nd</sup> Interim DIP Order, Cash Hearing Notice, and Utility Hearing Notice to be enclosed securely in separate postage pre-paid envelopes and delivered via overnight mail to those parties listed on the annexed Exhibit B,

- ii. Wages Order, Interim Utility Order, Final Utility Order, Interim Cash Order, 2<sup>nd</sup> Interim Cash Order, Interim DIP Order, 2<sup>nd</sup> Interim DIP Order, Cash Hearing Notice, and Utility Hearing Notice to be enclosed securely in separate postage pre-paid envelopes and delivered via overnight mail to those parties listed on the annexed Exhibit C,
  - iii. Wages Order to be enclosed securely in separate postage pre-paid envelopes and delivered via overnight mail to those parties listed on the annexed Exhibit D,
  - iv. Utility Motion, Interim Utility Order, Final Utility Order, Utility Hearing Notice, and Revised Draft to be enclosed securely in separate postage pre-paid envelopes and delivered via first class mail to those parties listed on the annexed Exhibit E,
  - v. Wages Order, Interim Utility Order, Final Utility Order, Interim Cash Order, 2<sup>nd</sup> Interim Cash Order, Extension Order, Interim DIP Order, 2<sup>nd</sup> Interim DIP Order, Cash Hearing Notice, Utility Hearing Notice, to be delivered via electronic mail to those parties listed on the annexed Exhibit F, and
  - vi. Wages Order to be delivered via electronic mail to the party listed on the annexed Exhibit G.
3. All envelopes utilized in the service of the foregoing contained the following legend:  
“LEGAL DOCUMENTS ENCLOSED. PLEASE DIRECT TO THE ATTENTION OF ADDRESSEE, PRESIDENT OR LEGAL DEPARTMENT.”

/s/Angela Chachoff  
Angela Chachoff

Sworn to before me this  
3<sup>rd</sup> day of February, 2023  
/s/ Rosalyn DeMattia  
Rosalyn DeMattia  
Notary Public, State of Ohio  
Commission Expires: 7/18/2027

## **EXHIBIT A**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE:	§	CHAPTER 11
	§	
NAVARRO PECAN COMPANY, INC.,	§	CASE NO. 23-40266-elm11
	§	
Debtor. <sup>1</sup>	§	
	§	

**FINAL ORDER (I) APPROVING DEBTOR'S  
PROPOSED ADEQUATE ASSURANCE PAYMENTS  
FOR FUTURE UTILITY SERVICES, (II) PROHIBITING  
UTILITY COMPANIES FROM ALTERING, REFUSING, OR  
DISCONTINUING SERVICES, AND (III) APPROVING THE DEBTOR'S  
PROPOSED PROCEDURES RESOLVING ADEQUATE ASSURANCE REQUESTS**

Upon the Motion<sup>2</sup> filed by Navarro Pecan Company, Inc. (the “**Debtor**”), for entry of an order (the “**Final Order**”) (i) approving the Debtor’s Proposed Adequate Assurance of payment for future utility services, (ii) prohibiting Utilities Companies from altering, refusing, or discontinuing services, and (iii) approving the Debtor’s Adequate Assurance Procedures for

---

<sup>1</sup> The Debtor’s principal address is 4200 South Hulen Street, Suite 680, Fort Worth, TX 76109. The Debtor’s facilities are located at 2131 East Highway 31, Corsicana, Texas 75109.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Motion.

resolving adequate assurance requests, all as more fully set forth in the Motion and in the Declaration; and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having entered the Interim Order; and the Court having found that the relief requested in the Motion is in the best interests of the Debtor and its estate, creditors, and other parties in interest; and the Court having found that proper and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion after having given due deliberation upon the Motion and all of the proceedings had before the Court in connection with the Motion, the Court HEREBY ORDERS THAT:

1. The Debtor shall maintain \$20,000 (the “**Adequate Assurance Deposit**”) in a segregated account (the “**Adequate Assurance Account**”), or shall deposit the Adequate Assurance Deposit in the Adequate Assurance Account to the extent not already deposited in connection with the Interim Order within three business days of the entry of this Final Order; provided that to the extent any Utility Company receives any other value from the Debtor on account of adequate assurance, upon agreement with the Utility Company, the Debtor may reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account by such amount.

2. The Adequate Assurance Deposit, together with the Debtor’s ability to pay for future Utility Services in the ordinary course of business subject to the Adequate Assurance

Procedures, shall constitute adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

3. The Utility Companies are prohibited from altering, refusing, or discontinuing services on account of any unpaid prepetition charges, the commencement of this Chapter 11 case, or any perceived inadequacy of the Proposed Adequate Assurance.

4. The following Adequate Assurance Procedures are approved:

- a. The Debtor will serve a copy of the Motion and this Final Order to each Utility Company on the Utility Services List within three business days after entry of this Final Order.
- b. Subject to paragraphs (c)–(f) herein, the Debtor will maintain the Adequate Assurance Deposit in the aggregate amount of \$20,000, or shall deposit the Adequate Assurance Deposit in the Adequate Assurance Account to the extent not already deposited in connection with the Interim Order within three business days of the entry of this Final Order.
- c. If an amount relating to Utility Services provided postpetition by a Utility Company is unpaid, and remains unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Adequate Assurance Account by filing notice with the Court demanding payment and giving notice to: (i) the Debtor, P.O. Box 147, Corsicana, Texas, 75151, Attn: Joanne Means; (ii) proposed counsel to the Debtor, Bonds Ellis Eppich Schafer Jones LLP, 420 Throckmorton Street, Suite 1000, Fort Worth, Texas 76102, Attn: Joshua N. Eppich; and (iii) the Office of the United States Trustee for the Northern District of Texas, 1100 Commerce Street, Room 976, Dallas, Texas 75424 (collectively, the “**Notice Parties**”). The Debtor shall honor such request within five business days after the date the Debtor receives the request—subject to (i) the ability of the Debtor and any such requesting Utility Company to resolve any dispute regarding such request without further order of the Court or (ii) the ability of the Debtor to file a motion requesting judicial intervention from the Court within five business days after the date the Debtor receives the request. To the extent that a Utility Company receives a disbursement from the Adequate Assurance Account, the Debtor shall replenish the Adequate Assurance Account in the amount disbursed.
- d. The Adequate Assurance Deposit shall be returned to the Debtor on the earlier of: (i) reconciliation and payment by the Debtor of all of the Utility Companies’ final invoices in accordance with applicable nonbankruptcy law following the Debtor’s termination of Utility Services from such Utility Company; (ii) the confirmation of a Chapter 11 plan in this Chapter 11 case; or (iii) the conclusion of this Chapter 11 case, if not applied earlier.

- e. Any Utility Company desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an “**Additional Assurance Request**”) on the Notice Parties. The Utility Company must file and serve an Additional Assurance Request within fourteen days of service of the Final Order.
- f. Any Additional Assurance Request must be filed with the Court and: (i) identify the location where the Utility Services are provided; (ii) summarize the Debtor’s payment history relevant to the affected account(s), including any security deposits; and (iii) certify that the Utility Company does not already hold a deposit.
- g. Upon the Debtor’s timely receipt of any filed Additional Assurance Request, the Debtor shall have twenty-one days from the receipt of such Additional Assurance Request (the “**Resolution Period**”) to negotiate with the requesting Utility Company to resolve its Additional Assurance Request. An agreement between the parties may extend the Resolution Period.
- h. The Debtor may—without further order from the Court—resolve any Additional Assurance Request by mutual agreement with a Utility Company. The Debtor may—regarding any such mutual agreement—provide a Utility Company with additional adequate assurance of payment, including cash deposits, prepayments of services, or other forms of security if the Debtor believes that such adequate assurance is reasonable.
- i. If the Debtor and a Utility Company cannot reach a resolution during the Resolution Period, the Debtor shall request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Company (the “**Determination Hearing**”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- j. Pending resolution at any such Determination Hearing, the Utility Company filing such an Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtor because of unpaid charges for prepetition services, the commencement of this Chapter 11 case, or on account of any objections to the Proposed Adequate Assurance.

5. The Utility Companies are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.

6. All Utility Companies that do not file an objection or serve an Additional Assurance Request shall be: (a) deemed to have received adequate assurance of payment “satisfactory” to such Utility Company in compliance with section 366 of the Bankruptcy Code and (b) forbidden



to discontinue, alter, or refuse services to, or discriminate against, the Debtor on account of any unpaid prepetition charges, or require additional assurance of payment other than the Proposed Adequate Assurance.

7. The Debtor is authorized, in its discretion, to remove any Utility Company from the Utility Services List and change the amount of Adequate Assurance Deposit in connection therewith, consistent with the terms of the Motion and this Final Order.

8. The Debtor is authorized, in its discretion, to add any Utility Company to the Utility Services List. For Utility Companies that are added to the Utility Services List, the Debtor will cause a copy of this Final Order, including the Adequate Assurance Procedures, to be served, within three business days, on such subsequently added Utility Company. In addition, the Debtor will increase the Adequate Assurance Deposit.

9. The relief granted herein is for all Utility Companies providing Utility Services to the Debtor and is not limited to those parties or entities listed on the Utility Services List. Any Utility Company subsequently added to the Utility Services List shall be bound by the Adequate Assurance Procedures.

10. To the extent there is an increase in the amount of Adequate Assurance Deposit consistent with the terms of the Motion and this Final Order, the Debtor shall provide notice of any such increase in the amount of Adequate Assurance Deposit to the Notice Parties.

11. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in the Motion or this Final Order is intended, nor should it be construed, to impair the Debtor's rights to contest the characterization of any entity as a "utility" within the meaning of section 366 of the Bankruptcy Code or to contest the assessment or the amount, basis, or validity

of any Utility Services that may be alleged to be due, and the Debtor expressly reserves all rights with respect thereto.

12. Nothing in the Motion or this Final Order shall be deemed to vacate or modify any other restrictions on the termination of service by a Utility Company as provided by sections 362 and 365 of the Bankruptcy Code or other applicable law.

13. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

14. Notwithstanding the relief granted herein or actions taken hereunder, nothing contained in the Motion or this Final Order or any payment made pursuant to this Final Order shall constitute, nor is it intended to constitute, an implication or admission as to the validity or priority of any claim or lien against the Debtor, a waiver of the Debtor's, or any party in interest's, rights to subsequently dispute such claim or lien, a promise or requirement to pay any prepetition claim, an implication or admission that any particular claim is of a type specified or defined in the Motion or any proposed order, a waiver of the Debtor's, or any other party in interest's, rights under the Bankruptcy Code or any other applicable law, or the assumption or adoption of any agreement, contract, or lease under section 365 of the Bankruptcy Code.

15. Bankruptcy Rule 6003(b) has been satisfied.

16. The requirements of Bankruptcy Rule 6004(a) are waived.

17. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon entry of this Final Order.

18. The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

**### END OF ORDER ###**

Order submitted by:

Joshua N. Eppich  
Texas Bar I.D. No. 24050567  
J. Robertson Clarke  
Texas Bar I.D. No. 24108098  
C. Joshua Osborne  
Texas Bar I.D. No. 24065856  
Bryan C. Assink  
Texas Bar I.D. No. 24089009  
BONDS ELLIS EPPICH SCHAFFER JONES LLP  
420 Throckmorton Street, Suite 1000  
Fort Worth, Texas 76102  
(817) 405-6900 telephone  
(817) 405-6902 facsimile  
Email: joshua@bondsellis.com  
Email: robbie.clarke@bondsellis.com  
Email: c.joshosborne@bondsellis.com  
Email: bryan.assink@bondsellis.com

**PROPOSED COUNSEL FOR  
DEBTOR AND DEBTOR-IN-POSSESSION**

## **EXHIBIT B**

## Service List

Claimant	Address Information
AMC FREIGHT MANAGEMENT	1605 BEECH ST EL PASO, TX 79925
AMC FREIGHT MANAGEMENT	P.O. BOX 371993 EL PASO, TX 79937
BANK DIRECT CAPITAL FINANCE	150 NORTH FIELD DRIVE, SUITE 190 LAKE FOREST, IL 60045
CINTAS CORP.	CINTAS LOC 12 M P.O. BOX 650838 DALLAS, TX 75265
D&P COLD STORAGE	324 SH 16 SOUTH GOLDTHWAITE, TX 76844
EASTERLIN PECAN COMPANY	210 S DOOY ST MONTEZUMA, GA 31063
EASTERLIN PECAN COMPANY	C/O BOYER TERRY LLC ATTN: CHRISTOPHER W. TERRY 348 COTTON AVENUE, SUITE 200 MACON, GA 31201
EASTERLIN PECAN COMPANY	P.O. BOX 216 MONTEZUMA, GA 31063
GREEN BAY PACKAGING INC.	1700 NORTH WEBSTER COURT GREEN BAY, WI 54302
GREEN BAY PACKAGING INC.	BIN NO. 53139 MILWAUKEE, WI 53288-0139
HILLCREST BANK	3102 MAPLE AVENUE, SUITE 120 DALLAS, TX 75201
HILLCREST BANK	C/O NBH BANK ATTN: KEITH JORDAN 7800 EAST ORCHARD, SUITE 300 GREENWOOD VILLAGE, CO 80111
HILLCREST BANK	C/O WINSTEAD PC ATTN: JOE WIELEBINSKI, JASON ENRIGHT 2728 N. HARWOOD ST, STE 500 DALLAS, TX 75201
INTERNAL REVENUE SERVICE	DEPARTMENT OF TREASURY INTERNAL REVENUE SERVICE CTR OGDEN, UT 84201
INTERNAL REVENUE SERVICE	SPECIAL PROCEDURES INSOLVENCY 2970 MARKET ST MAIL STOP 5-Q30-133 PHILADELPHIA, PA 19104-5016
INTERNAL REVENUE SERVICE	SPECIAL PROCEDURES INSOLVENCY PO BOX 7346 PHILADELPHIA, PA 19101-7346
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	(COUNSEL TO NAVARRO COUNTY) 2777 STEMMONS FREEWAY STE 1000 DALLAS, TX 75207
MANSFIELD WAREHOUSING SERVICES INC	614 JENKINS ST MANSFIELD, LA 71052
MUIRHEAD TRUCKING, INC.	18499 E US HIGHWAY 175 MABANK, TX 75147
MUIRHEAD TRUCKING, INC.	P.O. BOX 1080 MABANK, TX 75147
NATURES FINEST FOODS LTD	1505 PARAMOUNT PARKWAY BATAVIA, IL 60510-1469
NUTSOURCE INC	1700 N LINCOLN HWY ST. CHARLES, IL 60174
OFFICE OF THE UNITED STATES TRUSTEE	1100 COMMERCE ST, RM 976 DALLAS, TX 75242
PECAN PRODUCERS, INC.	324 SH 16 SOUTH GOLDTHWAITE, TX 76844
PURE & NATURAL FOOD CONSORTIUM	1700 LINCOLN HWY. SUITE H ST. CHARLES, IL 60174
PURE & NATURAL FOOD CONSORTIUM	3001 STATE HWY 31 W E CORSICANA, TX 75109
RJS HOLDINGS LLC	ATTN: JEFF HANSEN 1101 N LITTLE SCHOOL RD ARLINGTON, TX 76017-1900
RJS HOLDINGS LLC	C/O LUNDBERG LAW, PLLC ATTN: GREGG LUNDBERG 501 N 8TH ST MIDLOTHIAN, TX 76065
SILLIKER INC	3155 PAYSHERE CIRCLE CHICAGO, IL 60674
SMURFIT KAPPA NO AMERICA LLC	MAIL CODE 5184 P.O. BOX 660367 DALLAS, TX 75266-0367
SNRA COMMODITIES INC	6320 LA POSTA DR EL PASO, TX 79912
SNRA COMMODITIES INC	P.O. BOX 734056 DALLAS, TX 75373-4056
STATE OF TEXAS ATTORNEY GENERAL	ATTN: KEN PAXTON 300 W 15TH ST AUSTIN, TX 78701
STATE OF TEXAS ATTORNEY GENERAL	ATTN: KEN PAXTON PO BOX 12548 AUSTIN, TX 78711-2548
STATE OF TEXAS ATTORNEY GENERAL	PO BOX 13528 BANKRUPTCY AND COLLECTIONS, 8TH FLOOR, WPC BLD CAPITOL STATION AUSTIN, TX 78711-3528
TAX ADVISORS GROUP LLC	12400 COIT ROAD STE. 960 DALLAS, TX 75251
THE HOME DEPOT	DBA SUPPLYWORKS P.O. BOX 844727 DALLAS, TX 75284-4727
TRUIST BANK	ATTN: ED HILL, JC FANNING 3333 PEACHTREE RD, NE 7TH FLOOR, SOUTH TOWER

Claimant	Address Information
	ATLANTA, GA 30326
TRUIST BANK	C/O HOLLAND & KNIGHT ATTN: BRENT R. MCILWAIN ONE ARTS PLAZA, 1722 ROUTH ST, STE 1500 DALLAS, TX 75201
U.S. ATTORNEY'S OFFICE FOR	THE NORTHERN DISTRICT OF TEXAS 1100 COMMERCE ST, 3RD FL DALLAS, TX 75242-1699
U.S. PECAN TRADING CO. LTD	1117 ZUNI PL EL PASO, TX 79925
US PECAN TRADING CO., LTD	C/O LAW OFFICE OF DAVID PIERCE ATTN: DAVID PIERCE 229 AVENIDA MIRADOR SANTA TERESA, NM 88008
US PECAN TRADING CO., LTD.	C/O SCOTTHULSING PC ATTN: BERNARD FELSEN AND ROBERT FEUILLE ONE SAN JACINTO PLAZA 201 E. MAIN DR., SUITE 1100 EL PASO, TX 79901
Total Creditor count: 43	

## **EXHIBIT C**

Claimant	Address Information
COMMUNITY NATIONAL BANK &	TRUST OF TEXAS ATTN: TIM STITES 321 NORTH 15TH STREET CORSICANA, TX 75110

Total Creditor count: 1



## **EXHIBIT D**

Claimant	Address Information
5TH AVENUE TEMPORARIES LLC	112 G W JACKSON AVE CORSICANA, TX 75110
AETNA	151 FARMINGTON AVE HARTFORD, CT 06156
AFLAC	ATTN: REMITTANCE PROC SVCS 1932 WYNNTON ROAD COLUMBUS, GA 31999
AMERIFLEX	PO BOX 871655 KANSAS CITY, MO 64187
METLIFE	P.O. BOX 804466 KANSAS CITY, MO 64180
PATILLO, BROWN & HILL LLP	401 W STATE HIGHWAY 6 WACO, TX 76710
PAYCHEX	911 PANAROMA TRAIL SOUTH ROCHESTER, NY 14625
SOUTHEASTERN EMPLOYEE BENEFIT SERVICES	4837 CAROLINA BEACH ROAD, SUITE 112 WILMINGTON, NC 28412

Total Creditor count: 8

## **EXHIBIT E**

Claim Name	Address Information
AT&T	208 S AKARD ST DALLAS TX 75202-4206
ATMOS	PO BOX 650205 DALLAS TX 75265-0205
CITY OF CORSICANA	200 N 12TH STREET CORSICANA TX 75110
LUMINANT	6555 SIERRA DRIVE IRVING TX 75039
RELIANT ENERGY	P.O. BOX 3765 HOUSTON TX 77253-3765
RELIANT ENERGY RETAIL SERVICES	DEPT: 650475 1501 NORTH PLANO RD. RICHARDSON TX 75081
REPUBLIC SERVICES	PO BOX 9001099 LOUISVILLE KY 40290-1099
REPUBLIC SERVICES	PO BOX 78829 PHOENIX AZ 85062-8829
VERIZON WIRELESS	P.O. BOX 660108 DALLAS TX 75266-0108
VYVE	1501 W MISSISSIPPI ST DURANT OK 74701

**Total Creditor count 10**

## **EXHIBIT F**

Name	Email
EASTERLIN PECAN COMPANY	sales@easterlinpecan.com
EASTERLIN PECAN COMPANY	chris@boyerterry.com;
HILLCREST BANK C/O WINSTEAD PC	jwielebinski@winstead.com; jenright@winstead.com
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP (COUNSEL TO NAVARRO COUNTY)	dallas.bankruptcy@lgbs.com
MUIRHEAD TRUCKING, INC.	chuckweaver@embarqmail.com
PECAN PRODUCERS, INC.	pecanproducers@pecans.com
PURE & NATURAL FOOD CONSORTIUM	admin@pure-naturalfood.com
RJS HOLDINGS LLC	jeff@hansenattorneys.com
RJS HOLDINGS LLC C/O LUNDBERG LAW PC	gregg@lundberg-law.com
TRUIST BANK C/O HOLLAND KNIGHT	brent.mcilwain@hklaw.com
US PECAN TRADING CO., LTD C/O LAW OFFICES OF DAVID PIERCE	dpierce@dpiercelaw.com
US PECAN TRADING CO., LTD. C/O SCOTTHULSING PC	bfel@scotthulse.com; bfeu@scotthulse

## **EXHIBIT G**

Name	Email
PATILLO, BROWN & HILL LLP	jwmanning@pbhcpa.com