

Exhibit A

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is entered into as of May __, 2021, by and between Fresh Acquisitions, LLC and its affiliates in their capacities as chapter 11 debtors and debtors in possession (collectively, the “Debtors”) in jointly administered Case No. 21-30721 (SGJ) in the United States Bankruptcy Court for the Northern District of Texas, on the one hand, and (i) the undersigned parties who are members of the Official Committee of Unsecured Creditors of the Debtors appointed by the United States Trustee for the Northern District of Texas of Region 6 (the “Committee” and the “Committee Members”), and (ii) Dickinson Wright PLLC, the proposed legal counsel to the Committee (the “Committee Counsel,” and together with the Committee, and including each of their respective Committee Representatives (defined below), the “Committee Parties”), on the other hand (each individually a “Party,” and collectively the “Parties”). Each of the respective Committee Parties represents that their representatives who may receive or generate Confidential Information (including, without limitation, employees, officers, directors, affiliates, financial advisors, attorneys, and accountants) (a “Committee Representative”) will be advised of this Agreement and shall be bound to maintain the confidentiality of the Confidential Information consistent with the terms of this Agreement. As used in this Agreement, any reference to a Committee Party includes such Committee Representatives who have received Confidential Information.

1. Confidential Information.

As used in this Agreement, “Confidential Information” means all confidential, proprietary, or non-public information containing, concerning, relating to or otherwise reflecting information regarding the Debtors, their affiliates and their business provided by the Debtors (or representatives of the Debtors, including, without limitation, any financial advisors, attorneys, accountants, other professional advisors) (a “Debtor Representative”) to a Committee Party on and after April 20, 2021 and through termination of this Agreement, whether oral or written, and regardless of the manner or form in which it is furnished, including: (i) all documents, data, reports, evaluations, programs, clients, customers, suppliers, employees, contractors, facilities, equipment, hardware, software and other assets, products, services, processes, methods, customer solutions, interpretations, forecasts, financial and business projections, records, business plans, business pipeline and opportunities, marketing materials and vendor agreements, vendor programs, intellectual property, technology or other confidential information of the Debtors or their affiliates; (ii) all reproductions of such information; and (iii) all portions of notes, analyses, forecasts, compilations, studies, or documents that were developed based upon the information described above (whether in written form, electronically stored, or otherwise or substantially derived from the information described above) prepared by the Debtors or a Committee Party, or such Committee Party’s respective Committee Representatives, to the extent that they contain Confidential Information; *provided, however*, that “Confidential Information” does not include information of the Debtors which:

- (a) is or becomes generally available to the public other than as a result of disclosure by a Committee Party in breach of this Agreement;
- (b) was lawfully within a Committee Party’s possession on a non-confidential basis prior to it being furnished to such Committee Party by or on behalf of the Debtors;

- (c) becomes available to a Committee Party on a non-confidential basis from a source other than the Debtors or any Debtor Representatives, provided that such source is not, to such Committee Party's knowledge, information, and belief, bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentiality to, the Debtors with respect to such information;
- (d) is independently developed by a Committee Party without reference to or reliance upon any Confidential Information furnished to such Committee Party by or on behalf of the Debtors;
- (e) is expressly permitted in writing by the Debtors to be disclosed to third parties on a non-confidential basis;
- (f) is the subject of a three-day notice by a Committee Party to the Debtors to which no timely written disagreement (including by email or other electronic transmission) was registered by the Debtors, as set forth in paragraph 5 below;
- (g) is provided to a Committee Party in the ordinary course of business of the Debtors and such Committee Party or pursuant to the terms of an indenture or other agreement entered into by and among the Debtors and such Committee Party (unless subject to confidentiality provisions of such indenture or agreement); or
- (h) is information received by a Committee Party in an individual capacity as a factor or trade or other creditor which is subject to separate confidentiality limitations entered into with the Debtors.

The Committee Parties reserve the right to challenge what information is designated as Confidential Information and if necessary have such dispute adjudicated by the Bankruptcy Court. The Committee and the Debtors consent to the hearing of any such dispute on shortened notice.

2. Use and Disclosure of Confidential Information.

- (a) Subject to the terms hereof, each of the Committee Parties hereby agrees that it shall:
 - (i) keep the Confidential Information confidential in accordance with the terms of this Agreement;
 - (ii) not disclose any Confidential Information except in accordance with the terms of this Agreement;
 - (iii) not use any Confidential Information in any way other than in connection with the performance of its duties as a member of the Committee in the Debtors' chapter 11 cases; and
 - (iv) hold and treat all Confidential Information in confidence and with the same degree of care that such Committee Party exercises with regard to its own Confidential Information;

provided, however, that each Committee Party may disclose any Confidential Information (a) to any party to which the Debtors give their prior written consent; (b) to any Committee Representatives that (i) are working on or consulted in connection with the Debtors' chapter 11 cases and (ii) have been directed by such Committee Parties to and have agreed to treat the Confidential Information in accordance with the terms of this Agreement; (c) to third parties, when the Committee Member or Committee Professional, or any of their respective Committee Representatives are in possession of Confidential Information pursuant to the terms of this Agreement, is obligated to do so by court order, judicial process, subpoena, regulatory proceeding, or as otherwise compelled by any law, regulation, or legal or regulatory process (including, without limitation by oral questions, interrogatories, requests for information or documents, civil investigative demand or similar process) (collectively, "Law"), in each case, subject to the provisions set forth below; (d) to any governmental authority, banking, securities, taxation or other regulatory authority, self-regulatory organization or similar body having jurisdiction in the course of any examination of the Debtors' or any Committee Members' books and records by such body or in response to any request by such body; (e) to the Bankruptcy Court (defined below) and its staff, *provided, however*, that the Committee Party has followed the procedures for such information to be filed under seal or disclosed *in camera* in accordance with paragraph 4 below; (f) to any other Committee Party or its respective Committee Representatives that (i) are working on or consulted in connection with the Debtors' chapter 11 cases and (ii) have been directed by such Committee Parties to and have agreed to treat the Confidential Information in accordance with the terms of this Agreement; (g) to any person from whom testimony is taken in connection with these chapter 11 cases, and/or his or her counsel, *provided* that such third parties have been shown a copy of this Agreement and have agreed in writing to be bound by its terms, and *provided, further*, that any portion of such testimony that refers to Confidential Information shall be designated and treated as "Confidential Information" pursuant to this Agreement; (h) to court reporters, stenographers, or videographers who record deposition or other testimony in these chapter 11 cases; (i) to experts in connection with the Debtors' chapter 11 cases, provided that such experts have agreed to treat the Confidential Information in accordance with the terms of this Agreement and provided further that any portion of such testimony that refers to Confidential Information shall be designated and treated as "Confidential Information" pursuant to this Agreement; and (j) to the extent required by an indenture or other agreement entered into by and among the Debtors and such Committee Party (in compliance with the applicable confidentiality provisions of such indenture or agreement); *provided, further, however*, that notwithstanding anything herein to the contrary, each Committee Party may disclose or discuss Confidential Information and any notes, analyses, forecasts, compilations, studies, or documents that were developed based upon that information with any other party-in-interest in the Debtors' chapter 11 cases that has signed a confidentiality agreement with the Debtors similar to this Agreement.

(b) Each Committee Party shall use reasonable care with respect to protecting Confidential Information. The Committee Parties shall not use or permit any other person or entity to examine, use, derive any benefit from, or otherwise exploit Confidential Information, except in furtherance of, or consistent with, exercising such party's duties in connection with the chapter 11 cases, or as otherwise expressly permitted under the terms of this Agreement, without the Debtors' prior written consent. For the avoidance of doubt, nothing in this section shall prevent or restrict any Committee Member from taking any action to enforce or protect any of its rights as an individual creditor or other party-in-interest or otherwise affect the ability of any Committee Member to act (or refrain from

acting) in its capacity as an individual creditor or other party-in-interest as it may deem appropriate, so long as, in each case, the Committee Member does not violate the terms of this Agreement. The Debtors acknowledge, to the extent applicable, that the businesses of certain of the Committee Parties and their respective Committee Representatives include the analysis of, and business arrangements with (including investments in), entities engaged in businesses similar to those conducted by the Debtors, and, as such, the Debtors agree that, although the Committee Parties are subject to the obligations set forth in this Agreement, the entering into any business arrangement with or making any investment by a Committee Party or its Committee Representatives in any such entity shall not, standing alone, give rise to liability of any Committee Party or any Committee Representatives or otherwise be cause for the institution of legal action by the Debtors alleging that such Committee Party or any of its Committee Representatives has failed to observe the obligations of confidentiality and use set forth herein. The Debtors further acknowledge, to the extent applicable, that nothing in this Agreement will prevent a Committee Party from exercising its business judgement with respect to business decisions relating to the Debtors.

(c) Each Committee Party shall be liable to the Debtors for any use or disclosure by any of such Committee Representatives of Confidential Information, which if done by such Committee Party would itself be a breach of this Agreement; *provided, however*, that each Committee Party shall not have any responsibility for any breach of this Agreement by any of such Committee Representatives who (x) separately enters into a confidentiality agreement with the Company or (y) executes a joinder to this Agreement in form and substance reasonably acceptable to the Debtors obligating such Committee Representative to abide by the terms and conditions of this Agreement. Each Committee Party agrees to take reasonable measures to prevent its Committee Representatives from prohibited or unauthorized disclosure or use of the Confidential Information in breach hereof. Each Committee Party shall be liable for its respective breach of this Agreement (or the breach of such Committee Representative) as may be determined by a final order of the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”). No Committee Party shall be responsible or liable for the actions or breach of any other Committee Party or the Committee Representatives of any other Committee Party.

(d) Notwithstanding anything to the contrary contained herein, if the Debtors believe that a Committee Member has a potential or actual conflict of interest (any such Committee Member, a “Conflicted Member”) with respect to any Confidential Information, on the Debtors’ request, with the consent of Committee Counsel, such Confidential Information, any summary of such Confidential Information, any reproductions of such Confidential Information; and all notes, analyses, compilations, studies, or documents that were developed based upon such Confidential Information, shall not be shared with such Conflicted Member, and such Conflicted Member shall recuse itself from any discussion concerning such Confidential Information. If there is a dispute between the Committee and the Debtors as to whether designated information may be shared with a potentially Conflicted Member, the matter shall be resolved by the Bankruptcy Court. The Committee and the Debtors consent to the hearing of such dispute on shortened notice.

(e) Nothing in this Agreement, including but not limited to the agreements contained within Article 2(a) of this Agreement, shall prevent or limit any right of a Committee Party to seek discovery or compel disclosure of any information from the Debtors under applicable laws or rules, including through subpoena, formal discovery, or other process, even if such materials were previously disclosed or released to the Committee Parties as Confidential Information or Highly Confidential Information (as defined below), or prevent or limit any right of the Debtors to object to any such subpoena, formal discovery or other process, other than on the grounds that such materials were previously disclosed to the Committee Party pursuant to this Agreement. The Debtors further agree that each Committee Party retains whatever rights each may have to seek discovery of any Confidential Information or Highly Confidential Information or to compel the disclosure thereof, whether under Sections 704(a)(7) or Section 1125(b) of the Bankruptcy Code, Bankruptcy Rule 2004, or otherwise, and the Committee Parties agree that the Debtors retain whatever rights they may have to oppose any such discovery or disclosure.

(f) Nothing in this Agreement shall obligate the Debtors to provide any information to the Committee Parties, including, without limitation, Confidential Information that the Debtors believe constitutes or contains material nonpublic information that is competitively sensitive and/or proprietary to the Debtors or to third-parties to which the Debtors are bound by contract with another party to keep such information confidential (“Contract Counterparties”), from which competitively sensitive and/or proprietary information belonging to the Debtors or the Contract Counterparties could be derived, or that includes confidential, privileged, or other strategic information relating to the Debtors’ business relationship with a Committee Party or potential or ongoing litigation with a Committee Party; *provided, however*, that Highly Confidential Information (as defined below) may be provided to Committee Professionals in accordance with paragraph 8 below.

3. Legally Required Disclosure.

If any Committee Party is requested or required by Law to disclose any of the Confidential Information, such Committee Party shall (if such disclosure is not otherwise prohibited by Law) provide the Debtors with written notice of any such request or requirement as soon as reasonably practicable so that the Debtors may, at their sole expense, seek a protective order or other remedy and/or waive compliance with the provisions of this Agreement, *provided, however*, that the Committee Parties will not be required to notify the Debtors of any such request or requirement in connection with an examination, investigation or audit by any regulatory or self-regulatory organization. If the Debtors seek a protective order or other remedy, the applicable Committee Party shall provide such reasonable cooperation as the Debtors shall reasonably request, at the Debtors’ sole expense and to the extent the applicable Committee Party or its Committee Representatives will not incur any liability in connection therewith, including by not disclosing the Confidential Information prior to the deadline for production thereof (including any available extensions of such deadline). If, in the absence of a protective order or other remedy or the receipt by the applicable Committee Party of a waiver from the Debtors, in each case by the deadline for the production of the Confidential Information (including any available extensions of such deadline), the Committee Party is advised by its attorneys that it is nonetheless legally required to disclose Confidential Information, such Committee Party may, without liability hereunder,

disclose only that portion of the Confidential Information which it reasonably believes (with the advice of legal counsel) is legally required to be disclosed.

4. Filing Information Under Seal

If a Committee Party decides to file or submit to the Bankruptcy Court or any other court of competent jurisdiction any Confidential Information, any information derived therefrom, or any papers containing or making references to the content of Confidential Information, such Committee Party must either (i) obtain the advanced written consent of the Debtors (including by email or other electronic transmission) to such offer or use, or (ii) seek leave of the Bankruptcy Court to file such materials, information, or papers or any substantive references thereto under seal, *provided* that such Committee Party may contemporaneously file a pleading with the Bankruptcy Court in redacted form with the Confidential Information redacted. If a Committee Party determines that it is necessary to disclose or make reference to Confidential Information through oral disclosure before the Bankruptcy Court or any other court of competent jurisdiction, such Committee Party shall seek authority to make such disclosure *in camera* or in some other protective manner. The Committee and the Debtors consent to the hearing of any such request on shortened notice.

5. Disputes Over Confidential Status

In the event that a Committee Party disputes whether any information received from the Debtors is appropriately designated as Confidential Information or Highly Confidential Information, then the following protocol shall be observed. First, where practicable, the Committee Party shall provide the Debtors with three (3) business days' written notice to Jason S. Brookner (jbrookner@grayreed.com), Aaron M. Kaufman (akaufman@grayreed.com), and Amber M. Carson (acarson@grayreed.com) of its decision to challenge the status, clearly identifying the documents or information subject to the challenge. In the event three (3) business days then pass without the Debtors expressing disagreement in writing (including by email or other electronic transmission) with respect to such challenge, then the "Highly Confidential Information" or "Confidential Information" status shall be deemed removed, as applicable. In the event that the Debtors respond in writing to a challenge within three (3) business days, the Committee Party and the Debtors shall then negotiate in good faith to resolve the dispute. If any dispute cannot be resolved through negotiations, or time does not permit the Committee Party to provide the Debtors with three (3) business days' email notice, then the Committee Party may file a motion to be heard on such shortened time as is necessary and appropriate under the circumstances (to which the Debtors consent in advance) with the Bankruptcy Court seeking an order declaring that the subject information should not be Confidential Information or Highly Confidential Information, with the subject information being filed under seal.

6. Return of Confidential Information.

Upon the termination of this Agreement with respect to a Committee Party (including as a result of such party no longer being a Committee Member), and upon the written request of the Debtors to such Committee Party for any reason, to the extent not prohibited by Law, the applicable Committee Party shall, at its option, as soon as reasonably practicable either return to the Debtors or destroy (to the extent technically practicable) all Confidential Information (and all copies

thereof) and shall not retain any copies, extracts or other reproductions (including Confidential Information stored in any computer or other electronic storage device) in whole or in part of such material, other than copies retained pursuant to such Committee Party's internal compliance policies and/or Law; *provided, however*, that, if any of the Committee Parties determine that compliance with a return or destruction request by the Debtors would be inconsistent with its internal document retention policies or any Law, such Committee Party shall maintain the confidentiality of the Confidential Information as required by this Agreement (the "Retained Information"). Any Retained Information that includes Confidential Information will continue to be subject to the terms of this Agreement. If, upon the termination of this Agreement, a Committee Party determines that it is required to destroy any Confidential Information pursuant to its internal document retention policies or any applicable Law, such Committee Party may comply with such requirement; *provided, however*, that the Debtors and the Committee Party reserve their respective rights to seek approval from the Bankruptcy Court prior to the destruction of any Confidential Information; *provided, further*, that nothing contained herein shall require the return or destruction of any Confidential Information obtained through subpoena, discovery, other judicial process or filings with the Bankruptcy Court.

7. No Representation or Warranty of Accuracy of Confidential Information.

The Committee Parties acknowledge that neither the Debtors nor the Debtor Representatives make any express or implied representation or warranty hereunder as to the accuracy or completeness of any of the Confidential Information, and each Committee Party agrees that no such person will have any liability under this Agreement relating to the Confidential Information or for any errors therein or omissions therefrom.

8. Highly Confidential Information.

The Debtors may, in good faith, designate certain sensitive and/or proprietary information as being restricted Confidential Information if such information is labeled, marked or otherwise physically designated as "Highly Confidential Information" and the Debtors in good faith reasonably believe that the information so designated contains (i) highly confidential and sensitive proprietary information related to the Debtors' existing or ongoing business operations for which restricted access is necessary to prevent competitive harm to the Debtors in the ongoing operation of their business, (ii) documents that were produced to the Debtors in litigation and are subject to a protective order or confidentiality agreement in connection with that litigation, or (iii) information that was provided to the Debtors on the condition that the Debtors maintain it as "highly confidential" (the "Highly Confidential Information"). Information designated as "Highly Confidential Information" shall be disclosed only to the Committee Counsel, or any other professionals or expert witnesses engaged or retained by the Committee (collectively, the "Committee Professionals"). In the event the Committee Professionals believe in good faith that the designation of Confidential Information as Highly Confidential Information is inappropriate, the Debtors will work promptly and in good faith with the Committee to resolve such issue in accordance with the procedures set forth in Section 5 herein. For the avoidance of doubt, nothing herein shall limit the Committee's ability to challenge, in good faith, the designation of any given information as Highly Confidential Information. The Committee and the Committee Professionals acknowledge that, notwithstanding anything to the contrary contained herein, Highly Confidential Information may only be disclosed to the Committee Professionals and may not be

shared with any Committee Member or any Committee Member's representatives or otherwise disclosed, except pursuant to Debtors' consent to such disclosure or through court order; *provided* that (i) the Committee Professionals may advise the Committee on Highly Confidential Information solely in order to permit the Committee to exercise its fiduciary duties (which advice or related communications may not disclose any content of the Highly Confidential Information), and (ii) nothing contained herein shall prevent the taking of testimony from Debtor Representatives which addresses or contains Highly Confidential Information, *provided, however* that the relevant portions of the transcripts of such testimony shall be appropriately redacted and such testimony shall be taken *in camera*, nor prevent discussions with respect to Highly Confidential Information with Debtor Representatives that have obligations of confidentiality to the Debtors (or to the extent the Debtors provide their written prior consent to disclosure). For the avoidance of doubt, nothing in this paragraph 8 shall prohibit the Committee Professionals from disclosing the generalized subject matter of Highly Confidential Information to the Committee Members, *provided* that the content of such Highly Confidential Information shall not be disclosed to the Committee Members absent compliance with the procedures set forth in paragraph 5 of this Agreement.

9. Miscellaneous.

(a) No person, entity or individual not a party to this Agreement is intended to have any rights to benefit from or enforce this Agreement.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflicts of law principles thereof that would cause the application of the laws of any other jurisdiction. Each Party hereby irrevocably and unconditionally submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction and venue of the Bankruptcy Court. If the Bankruptcy Court lacks jurisdiction over an action brought in connection with this Agreement, such action shall be brought in any court having jurisdiction over the action located in the State of Texas.

(c) The Parties agree that it may be impossible or inadequate to measure and calculate the damages from any breach of the covenants set forth in this Agreement, that the Parties may suffer irreparable harm from any breach of the Agreement, and that in addition to all other remedies the Parties shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief.

(d) Nothing in this Agreement shall release, or be deemed to release (i) any claims, defenses or causes of actions that the Debtors, their directors, officers, employees, affiliates or agents (including, without limitation, in each case any advisors, attorneys and accountants) may have against the Committee Parties (or any of them) and their respective directors, officers, employees, affiliates or agents (including, without limitation, in each case any advisors, attorneys and accountants) for matters unrelated to this Agreement or unrelated to the disclosure and consideration of Confidential Information pursuant hereto; and (ii) any claims, defenses or causes of action that the Committee Parties (or any of them) and their respective directors, officers, employees, affiliates or agents (including,

without limitation, in each case any advisors, attorneys and accountants) may have against the Debtors, their directors, officers, employees, affiliates or agents (including, without limitation, in each case any advisors, attorneys and accountants) for matters unrelated to this Agreement or unrelated to the disclosure and consideration of Confidential Information pursuant hereto.

(e) This Agreement may not be assigned in whole or in part by a Party without the prior written consent of the other Parties.

(f) This Agreement contains the entire agreement between the Parties concerning the subject matter hereof. No provision of this Agreement may be waived or amended except by the express written consent of the Parties. No failure or delay by the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

(g) The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; *provided* that if any provision of this Agreement, as applied to the Parties or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the Parties agree that the court judicially making such determination may modify the provision in a manner consistent with the objectives of such provision such that such provision is enforceable, and/or delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced, and such determination will not affect this Agreement in any other respect, which will remain in full force and effect.

(h) All notices and other communications hereunder shall be in writing. Any notice or other communication hereunder shall be deemed duly delivered (i) one business day after it is sent for next business day delivery via a reputable nationwide overnight courier service or (ii) on the day it is sent if sent via electronic mail, in each case to the intended recipient as set forth below:

If to the Debtors:

Adele Wang
2338 N. Loop 1604 W., Suite 350
San Antonio TX 78248
Email: awang@vitanb.com

Copy to:

Gray Reed
1601 Elm Street, Suite 4600
Dallas, Texas 75201
Attn: Jason S. Brookner, Esq.
Aaron Kaufman, Esq.
Amber M. Carson, Esq.
Tel: (214) 954-4135
Email: jbrooker@grayreed.com
akaufman@grayreed.com
acarson@grayreed.com

If to: Dickinson Wright PLLC:
1850 N. Central Ave. Suite 1400
Phoenix, AZ 85004
Attn: Carolyn J. Johnsen
Tel. (602) 285-5040
E-mail: cjjohnsen@dickinsonwright.com

If to: Upper Lakes Food, Inc.
801 Industry Avenue
Cloquet, MN 55720
Attn: Sara Lamb
Assistant Controller
Tel: 800-879-1265, ext. 4446
Email: slamb@ulfoods.com

If to: WFC Wyoming NM, LLC
11440 San Vicente Blvd., 2nd Floor
Los Angeles, CA 90049
Attn: Tim Chung, Associate General
Counsel
Tel: 323-986-4272
Email: tchung@westfin.com

If to: Tyerell Mack
GrahamHollis, APC
3555 Fifth Avenue, Ste. 200
San Diego, CA 92103
Attn: Nathan J. Reese
Tel: 619-692-0800
Email: nreese@grahamhollis.com

If to: LEECO Energy and Investments, Inc.
3501 Billy Hext Road
Odessa, TX 79765
Attn: Larry G. Lee President
Tel: 432-550-0073
Email: larryglee@leecoproperties.com

Any Party may give any notice or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, facsimile, or text message), but no such notice or other communication shall be deemed duly given unless and until the Party for whom it is intended actually receives it. Any Party may change the address to which notices and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

(i) This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one integrated Agreement. The Parties' respective signature pages may be exchanged by electronic transmission (including via .pdf format documents) or by facsimile.

(j) Each person whose signature appears hereon individually represents and warrants to all Parties that he or she has been duly authorized, and has full authority, to execute this Agreement on behalf of the Party on whose behalf this Agreement is executed.

(k) This Agreement and all obligations hereunder shall terminate on the date that is one (1) year after the earlier of: (a) the effective date of a chapter 11 plan in the Debtors' chapter 11 cases; (b) the dismissal of the Debtors' chapter 11 cases, or the conversion of such chapter 11 cases to chapter 7; or (c) the dissolution of the Committee by the Bankruptcy Court.

(l) The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

[SIGNATURE PAGES FOLLOW]

**FRESH ACQUISITIONS, LLC, ET AL.
DEBTORS AND DEBTORS IN POSSESSION**

By: _____
Name:
Title:

**WESTWOOD FINANCIAL FOR WFC
WYOMING NM, LLC**

Individually and as a Member of the
Official Committee of Unsecured Creditors
of Fresh Acquisitions, *et al.*

By: _____
Name:
Title:

LEECO ENERGY AND INVESTMENTS, INC.

Individually and as a Member of the
Official Committee of Unsecured Creditors
of Fresh Acquisitions, LLC, *et al.*

By: _____
Name:
Title:

UPPER LAKES FOOD, INC.

Individually and as a Member of the
Official Committee of Unsecured Creditors
of Fresh Acquisitions, LLC, *et al.*

By: _____
Name:
Title:

TYERELL MACK

Individually and as a Member of the
Official Committee of Unsecured Creditors
of Fresh Acquisitions, LLC, *et al.*

DICKINSON WRIGHT PLLC:

Proposed Counsel to the Official Committee of
Unsecured Creditors of Fresh Acquisitions,
LLC, *et al*

By: _____
Name: Carolyn J. Johnsen

Exhibit B

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) is made and entered into as of this 12th day of July, 2021 (the “Effective Date”) by and between the **OFFICIAL COMMITTEE OF UNSECURED CREDITORS** (the “Committee” or “Receiving Party”) in the Chapter 11 bankruptcy proceeding *In re Fresh Acquisitions, LLC, et al.*, Case No. 21-30721 (SGJ) (the “Bankruptcy Case”), pending in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Court”), and **ARIZONA BANK & TRUST** (“ABT” or the “Disclosing Party”), by and through their respective attorneys undersigned.

WHEREAS, Receiving Party filed its *Motion For Order Directing Arizona Bank & Trust To Produce Documents And Appear For Examination Pursuant To Bankruptcy Rule 2004* (“2004 Motion”) in the Bankruptcy Case at Doc. 228 requesting that ABT produce certain documents as specified therein, and the Court approved the motion by entering its *Order Directing Arizona Bank & Trust To Produce Documents And Appear For Examination Pursuant To Rule 2004* entered at Dkt. 265 as amended by that certain *Amended Order Directing Arizona Bank & Trust To Produce Documents And Appear For Examination Pursuant To Rule 2004* (collectively, the “2004 Order”) lodged with the Court for entry substantially contemporaneously herewith.

WHEREAS, the documents identified for production in the 2004 Motion and 2004 Order constitute Confidential Information (as such term is defined below) of the Disclosing Party, the Borrower and/or the Guarantors (as defined in the 2004 Order).

WHEREAS, Disclosing Party is willing to produce the Confidential Information to Receiving Party, provided that such Confidential Information be kept confidential by Receiving Party; and

WHEREAS, Receiving Party, as a condition to receiving the Confidential Information from the Disclosing Party in satisfaction of its duties under the 2004 Order, agrees to keep such Confidential Information confidential in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in consideration for Disclosing Party’s furnishing of the Confidential Information to Receiving Party, the Parties hereto agree as follows:

1. CONFIDENTIAL INFORMATION. “Confidential Information” shall mean any and all documents, materials, and information produced by the Disclosing Party pursuant to or in connection with the 2004 Order. The Disclosing Party shall not be required to stamp, mark, or otherwise specifically designate any document, material, or information as confidential, it being expressly understood that all documents and information produced by the Disclosing Party to the Receiving Party shall automatically be deemed Confidential Information. Confidential Information shall not include information which: (i) is already published or available to the public at the time of disclosure other than as a result of disclosure by the Receiving Party; or (ii) was within Receiving Party’s possession prior to its disclosure by Disclosing Party to Receiving Party.

2. DISSEMINATION OF CONFIDENTIAL INFORMATION FOR ATTORNEYS’ EYES ONLY.

(a) All Confidential Information produced by the Disclosing Party pursuant to the 2002 Order shall be delivered to the Receiving Party’s Court-approved attorneys. The Receiving Party agrees that all Confidential Information shall be kept confidential by the Receiving Party’s attorneys and not disclosed to

any person, except that Confidential Information may be disclosed (subject to the provisions of this Agreement) by the Receiving Party's attorneys only to: (i) the Receiving Party's attorneys in the Bankruptcy Case, specifically Dickinson Wright PLLC, and the support staff and legal assistants for those attorneys; (ii) any Court-approved financial consultants hired by the Receiving Party in the Bankruptcy Case, provided that the consultants first agree in writing to be bound by this Agreement by signing a copy of the Nondisclosure Agreement attached hereto as Exhibit A; (iii) the Court and Court personnel in the Bankruptcy Case action; and (iv) court reporters or stenographers whose services are used in connection with the Bankruptcy Case and the personnel of such court reporters or stenographers. Confidential Information shall not be disclosed by the Receiving Party's attorneys to any other person, including, without limitation, the Receiving Party, without the prior written authorization of the Disclosing Party. Nothing in this Agreement is intended to prevent or restrict the Disclosing Party from using or disclosing its own Confidential Information in any manner or for any purpose.

(b) Receiving Party agrees that Confidential Information produced by the Disclosing Party shall be used by the Receiving Party solely in connection with the Bankruptcy Case, and for no other purpose.

(c) Any filing in the Bankruptcy Case by the Receiving Party that contains, attaches, references, quotes, or paraphrases Confidential Information shall be filed under seal in its entirety pursuant to the applicable local rules of court.

3. RESTRICTIONS.

(a) All Confidential Information furnished to Receiving Party shall be held by Receiving Party in strict confidence and Receiving Party shall not disclose any Confidential Information to third parties following the date of its disclosure by Disclosing Party to Receiving Party, except as expressly provided in this Agreement.

(b) Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Receiving Party shall be responsible for assuring that any persons to whom it disseminates any Confidential Information shall keep such Confidential Information confidential and comply with the provisions of this Agreement.

(c) Receiving Party agrees to segregate all Confidential Information from the confidential information or of others.

4. RIGHTS AND REMEDIES.

(a) In the event of any unauthorized use or disclosure of the Confidential Information, through inadvertence or otherwise, or any other breach of this Agreement by Receiving Party, Receiving Party shall (i) promptly notify Disclosing Party of the unauthorized use or disclosure, including the identity of person to whom the disclosure was made, (ii) reasonably cooperate with Disclosing Party to help Disclosing Party regain possession of the Confidential Information and prevent their further unauthorized use, and (iii) request that the person(s) to whom such information has been disclosed immediately agree to be bound to this Agreement by signing the Nondisclosure Agreement attached hereto as Exhibit A.

(b) Receiving Party shall return or at its election, destroy, all originals, copies, reproductions and summaries of Confidential Information immediately upon Disclosing Party' request. Receiving Party shall

also, within ten (10) days of a written request by Disclosing Party, certify in writing that it has satisfied its obligations under this paragraph or explain why Receiving Party has been unable to do so.

(c) In the event that Receiving Party is issued any subpoena or other legal process requesting disclosure or production of any of the Confidential Information, Receiving Party agrees that it will as promptly as practicable furnish a copy of such subpoena or other process, to the Disclosing Party, including by email to its counsel Scott B. Cohen at sbc@eblawyers.com, and Robin Phelan robin@phelanlaw.org, attorney, attorney for the guarantors so that Disclosing Party or the Guarantors may seek a protective order or other appropriate remedy.

5. MISCELLANEOUS.

(a) All Confidential Information is and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right or interest in the Confidential Information to Receiving Party.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by a Disclosing Party or his representative effective on ten days notice to the attorney for the Guarantors. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(c) The construction and performance of this Agreement shall be governed and controlled by the laws of the State of Arizona without regard to the choice of law provisions of that State.

(d) The Receiving Party's obligations hereunder shall survive the termination of the Bankruptcy Case or its conversion to case under any other chapter of the Bankruptcy Code.

(e) This Agreement is entered into solely for the purpose of facilitating the exchange of documents and information between the parties to this Agreement, and shall in no way constitute: (a) a waiver of any right to object to the production, use, or admissibility of the Confidential Information; (b) a general or limited waiver of the attorney-client, attorney work product or other privilege or legal protection; or (c) a waiver of any right to object to the production, use, or admissibility of other documents in this litigation or in any other litigation. By executing this Agreement a party shall not be deemed to have waived any objection to the production or admissibility of any document.

(f) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(g) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank; Signatures Appear Next Page]

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

**OFFICIAL COMMITTEE OF UNSECURED CREDITORS in the Chapter 11 bankruptcy proceeding
In re Fresh Acquisitions, LLC, et al., Case No. 21-30721 (SGJ), by and through its attorney Carolyn J. Johnsen of Dickinson Wright PLLC**



ARIZONA BANK & TRUST

By: _____

Print Name: _____

Title: _____

EXHIBIT A

NONDISCLOSURE AGREEMENT

I _____ declare under penalty of perjury that I have received a copy of the CONFIDENTIALITY AGREEMENT (the “Agreement”) entered on or about June 29, 2021 between ARIZONA BANK & TRUST and the OFFICIAL COMMITTEE OF UNSECURED CREDITORS in the Chapter 11 bankruptcy proceeding *In re Fresh Acquisitions, LLC, et al.*, Case No. 21-30721 (SGJ) pending in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, that I have read that Agreement and that I understand it. I further agree to comply with and be bound by the terms and conditions of the Agreement and not to disseminate or disclose any Confidential Information (as defined in the Agreement), except in accordance with the terms of the Agreement.

DATED: _____

[SIGNATURE]

[PRINTED NAME]

[IDENTIFY PARTY]

[RELATIONSHIP TO PARTY]

Exhibit C

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

In re:

FRESH ACQUISITIONS, LLC, <i>et al.</i> , ¹	§	Case No. 21-30721 (SGJ)
	§	
	§	Chapter 11
Debtors.	§	(Jointly Administered)

**ORDER GRANTING EMERGENCY MOTION FOR ENTRY OF AN ORDER (I)
AUTHORIZING THE COMMITTEE TO FILE CERTAIN TRIAL EXHIBITS UNDER SEAL,
AND (II) LIMITING ATTENDANCE AT TRIAL**

Having considered the *Emergency Motion for Entry of an Order (I) Authorizing
the Committee to File Certain Trial Exhibits Under Seal, and (II) Limiting Attendance*

¹ The Debtors in these Chapter 11 cases (“Debtors”) and the last four digits of each Debtor’s Taxpayer Identification Number are as follows: Alamo Fresh Payroll, LLC (1590); Fresh Acquisitions, LLC (2795); Alamo Ovation, LLC (9002); Buffets LLC (2294); Hometown Buffet, Inc. (3002); Tahoe Joe’s Inc. (7129); OCB Restaurant Company, LLC (7607); OCB Purchasing, Co. (7610); Ryan’s Restaurant Group, LLC (7895); Fire Mountain Restaurants, LLC (8003); Food Management Partners, Inc. (7374); FMP SA Management Group, LLC (3031); FMP-Fresh Payroll, LLC (8962); FMP-Ovation Payroll, LLC (1728); and Alamo Buffets Payroll, LLC (0998). The Debtors’ principal offices are located at: 2338 N. Loop 1604 W., Suite 350, San Antonio TX, 78248, United States.

ORDER GRANTING MOTION TO SEAL

at Trial (“**Motion to Seal**”) filed by the Official Committee of Unsecured Creditors (“**Committee**”), and finding that proper notice has been provided under the circumstances and that good cause exists to grant the Motion to Seal,²

IT IS HEREBY ORDERED

1. The Motion to Seal is granted as set forth herein.
2. The Confidential Information shall remain confidential, shall remain under seal, and shall not be made available to anyone, except that the Committee is authorized to cause the unredacted Trial Exhibits to be served on and made available to counsel for the Debtors; counsel for the United States Trustee; counsel for the Guarantors, counsel for VitaNova; counsel for ABT; and (c) any other party that has executed the Debtors’ CA.
4. The United States Trustee and his counsel are bound by the terms of this order; however, notwithstanding any other language in this order, the obligations of the United States Trustee concerning criminal matters or ethical matters are not affected by the terms of this Order.
5. When arguments and evidence are presented that may include Confidential Information, attendance at the Sale Hearing shall be limited to Debtors’ counsel; Debtors’ managers and officers; counsel for the Guarantors; representatives of B.Riley; Committee counsel; members of the Committee, the Committee’s financial advisor; VitaNova’s counsel and representatives; ABT’s counsel and representatives; and counsel for any other party who has agreed to be bound by the Debtors’ CA.
6. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

² All capitalized terms used but not defined herein shall have the meanings given to them in the Motion to Seal.

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

SUBMITTED BY:

/s/ Carolyn J. Johnsen

Carolyn J. Johnsen

Texas Bar No. 19844600

DICKINSON WRIGHT PLLC

1850 North Central Avenue, Suite 1400

Phoenix, Arizona 85004

Telephone: (602) 285-5000

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cjohnsen@dickinsonwright.com

Counsel for the Official Committee of Unsecured Creditors

4834-3020-8247 v1 [97257-1]

ORDER GRANTING MOTION TO SEAL