



FINANCIAL

BUSINESS MAIL - TIME SENSITIVE

CRG Financial LLC
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07626

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FPSC - COMMISSION CLERK

In Re: Southern Foods Group, LLC d/b/a Dean Foods
Case #: 19-36313
In the Southern District of Texas



CREDITOR ID: 1292892

BLUEFIELD UTILITY
2540 SHUMARD OAK BLVD
TALLAHASSEE, FL 2399-0850

OFFER DEADLINE:
FRIDAY, DECEMBER 20, 2019 at 5:00 PM EST

RECEIVED-FPSC
2019 DEC 16 AM 10:10
Commission Clerk

Dear Sir or Madam,

Southern Foods Group, LLC d/b/a Dean Foods and its affiliated debtors, remain under Chapter 11 Bankruptcy protection in the Southern District of Texas, lead case no. 19-36313. According to the debtor's filings, your company may be owed money.

CRG Financial LLC, a leading source of funds for creditors holding claims against bankrupt entities, is interested in acquiring claims in this bankruptcy. If your company is owed money, CRG Financial LLC is indicating for:

Products delivered to Southern Foods Group, LLC d/b/a Dean Foods on or between 10/23/2019 and 11/11/2019

Purchase Rate	75%
Offer Valid Through:	December 20, 2019

If you are not specifically owed money for products delivered to Southern Foods Group, LLC d/b/a Dean Foods, between October 23, 2019 and November 11, 2019 please disregard this correspondence.

To proceed:

Sign/complete and return all 3 pages, along with documentation which substantiates your unpaid receivable.

Send completed forms to: **email: submissions@crgfinancial.com**

fax: +1 (201) 266-6985 or mailed to the address provided above.

Payment is issued immediately upon satisfactory completion of CRG's internal due diligence process.

IF YOU HAVE ANY QUESTIONS OR NEED HELP, PLEASE CALL:

+1 (855) 279-7243

Valid only on a first come first served basis and will expire at **5:00 PM (EST) on Friday, December 20, 2019.**

Allocation for this case is limited, so please do not delay.

Sincerely,

Randy Fish

This letter and any and all documents or communications sent by CRG Financial LLC ("CRG") are non-binding indications of interest until a written contract is duly executed by all parties. CRG reserves the right to refuse to purchase any claim, at its sole discretion and for any reason, without further notice or obligation. CRG is an independent financial firm not affiliated with or hired by the Debtor or the Bankruptcy Court. Any discrepancies regarding any of the foregoing shall be governed by the laws of New Jersey.

CLAIM PURCHASE AGREEMENT

Assignment of Claim. BLUEFIELD UTILITY (hereinafter "Seller"), with a principal address of 2540 SHUMARD OAK BLVD, TALLAHASSEE, FL 2399-0850, for good and valuable consideration as described herein, does hereby absolutely and unconditionally sell, convey, and transfer to CRG Financial LLC, and any of its successors, assigns or designees (hereinafter "Purchaser"), all of Seller's right, title, benefit, interest, claims and causes of action in and to, or arising under or in connection with, Seller's administrative expense claim pursuant to 11 U.S.C. § 503(b)(9) for goods delivered within 20 days of the bankruptcy filing, i.e., between 10/23/2019 and 11/11/2019 (the "Claim"), against Southern Foods Group, LLC d/b/a Dean Foods or any of its co-debtor subsidiaries or affiliates (collectively, the "Debtor"), in bankruptcy proceedings in the United States Bankruptcy Court for the Southern District of Texas (the "Court"), Case No. 19-36313 (the "Case"); and includes any Proof of Claim (defined below), along with voting and any other rights and benefits which may now exist, or come into existence, in regards to the Claim, all cash, securities, instruments and other property, to be paid or issued by Debtor or any other party, directly or indirectly, in connection with and/or in satisfaction of the Claim, including, without limitation, "cure" amounts related to the assumption of an executory contract and any rights to receive payment in respect thereof, and all rights to receive interest, penalties, fees, and any damages from any cause of action, litigation or rights of any nature against Debtor, its affiliates, any guarantor or other third party, which may be paid or issued with respect to and/or in satisfaction of the Claim (the "Recovery"). This Claim Purchase Agreement (the "Agreement") shall be deemed an unconditional purchase of the Claim for the purpose of collection and shall not be deemed to create a security interest. In consideration for the purchase of the Claim, Purchaser shall pay to Seller the purchase price (the "Purchase Price"), which shall be: the product of the amount of the Claim as evidenced by supporting documents provided by Seller (the "Claim Amount") multiplied by 75% (the "Purchase Rate"). For example, if the Claim Amount is \$100,000.00, then the Purchase Price shall be \$100,000.00 multiplied by 75% = \$75,000.00.

Proof of Claim. Seller represents and warrants that a copy of any and all Proofs of Claim that they have filed shall be provided to Purchaser. The term "Proof of Claim" shall include: (a) any and all multiple Proofs of Claim timely filed by or on behalf of Seller in respect of the Claim, and (b) any and all of Seller's documentation supporting the Claim. The parties agree that if the Proof of Claim amount differs from the Claim Amount set forth above, Purchaser shall nevertheless be deemed the owner of the Proof of Claim, subject to the terms of this Agreement, and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court. The Parties further agree that, if the Proof of Claim Amount is less than the Claim Amount, the Purchase Price shall be proportionately reduced as set forth below.

Representations, Warranties and Covenants. Seller represents, warrants and covenants that, (a) the Claim was incurred with respect to goods delivered to the Debtor between 10/23/2019 and 11/11/2019; (b) Seller owns and has sole title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, including, without limitation, pursuant to any factoring agreement, and upon the sale of the Claim to Purchaser, Purchaser will receive good title to the Claim; (c) Seller has not previously sold, assigned, transferred, or pledged the Claim, in whole or in part, to any third party and neither Seller, nor any other third party, has received any payment or other distribution, in full or partial satisfaction of, or in connection with, the Claim; (d) the basis for the Claim is amounts validly due from and owing by the Debtor; (e) the Claim is a valid, undisputed, liquidated, enforceable, and non-contingent claim against the Debtor for which the Debtor has no defenses and no objection to the Claim has been filed, listed on the Debtor's schedule of liability or any amendment thereto (collectively, the "Schedules"), or threatened; (f) Seller has not engaged, and will not engage, in any acts, conduct or omissions that might result in Purchaser receiving, in respect of the Claim, less payments or distributions or any less favorable treatment than other similarly situated creditors; (g) Debtor, or any other third party, has no basis to assert the Claim is subject to any defense, claim or right of setoff, reduction, impairment, disallowance, subordination or avoidance, including preference actions, whether on contractual, legal or equitable grounds; (h) Seller has not filed a reclamation claim with respect to the goods related to the Claim or, if Seller has filed a reclamation claim related to such goods, Seller has withdrawn the reclamation claim prior to entering into this Agreement; (i) Seller has not entered into an agreement with the Debtor or any other party to compromise the Claim and/or provide terms to the Debtor; (j) Seller is not "insolvent" within the meaning of Section 1-201 (23) of the Uniform Commercial Code or Section 101 (32) of the Bankruptcy Code; and (k) Seller is not an "insider" of the Debtor, as set forth in § 101(31) of the Bankruptcy Code, or a member of any official or unofficial committee in connection with the Case. Seller acknowledges and unconditionally agrees any misrepresentation or breach by Seller may cause Purchaser irreparable harm and accordingly, Purchaser shall be entitled to all available remedies for any such misrepresentation, breach or threatened breach, including but not limited to the immediate recovery of money damages ("Restitution") including, without limitation, a "Restitution Payment", as further defined below plus reasonable attorney's fees and costs.

Seller is aware that the Purchase Price may differ from the amount ultimately distributed in the Case with respect to the Claim. Seller acknowledges that, except as set forth herein, neither Purchaser nor any agent or representative of Purchaser has made any representation whatsoever to Seller regarding the status of the Case, the condition of Debtor or any other matter relating to the Case, the Debtor or the Claim. Seller represents that it has adequate information concerning the Case to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Purchaser, and based on such information as it has deemed appropriate, made its own analysis and decision to enter into this Agreement.

Execution of Agreement. This Agreement shall become effective and valid when (a) Seller executes this Agreement and it is received by Purchaser and (b) the Agreement is executed by an authorized representative of Purchaser.

Consent and Waiver. Seller hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objections and/or to receive notice pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedure.

Claim or Recovery Impaired or Allowed for an Amount Less than Claim Amount. Purchaser assumes all risks with respect to the amount of Recovery, even if the Recovery is less than the Purchase Price. Notwithstanding the foregoing, to the extent that (i) the Claim is impaired for any reason, including, without limitation, disallowance, reduction of the Claim Amount, subordination, objection, offset, demand for repayment as a preference, or due to a breach of this Agreement, (ii) the Claim, or any part thereof, is reclassified as something other than an administrative expense claim pursuant to 11 U.S.C. § 503(b)(9), and/or (iii) the Claim is not listed on the Schedules, or is listed on the Schedules as unliquidated, contingent or disputed, or is listed on the Schedules in a lesser amount than the Claim Amount, Seller agrees to make to Purchaser immediate proportional Restitution and repayment of the Purchase Price (the "Restitution Payment"), together with interest at the rate of one percent (1%) per month on the amount repaid for the period from the date of this Agreement through the date such repayment is made. The Restitution Payment shall be calculated by multiplying that portion of the Claim that is reduced, reclassified, not listed in the Schedules or is otherwise impaired, by the Purchase Rate. Seller further agrees to reimburse Purchaser for all costs, and expenses, including reasonable legal fees and costs, incurred by Purchaser as a result of such disallowance or impairment.

Notices (including Voting Ballots) Received by Seller; Further Cooperation. Seller agrees to immediately forward to Purchaser any and all notices received from Debtor, the Court or any third party regarding the Claim and to take such other action, with respect to the Claim, as Purchaser may request from time to time. More specifically, Seller shall take such further action as may be necessary or desirable to effect the transfer of the Claim and to direct any payments or distributions, or any form of Recovery on account of the Claim, to Purchaser, including the execution of appropriate voting ballots, transfer powers and consents at Purchaser's sole discretion.

Recovery Received/Delayed by Seller. In the event Seller (i) receives any distribution of the Recovery, or any portion thereof, made payable on or after the date of Seller's execution of this Agreement; or (ii) delays or impairs Purchaser's right to Recovery for any reason (each (i) and (ii) a "Delayed Recovery Event"), then Seller agrees to (a) accept any Recovery the same as Purchaser's agent and to hold the same in trust on behalf of and for the sole benefit of Purchaser and shall promptly deliver the same forthwith to Purchaser in the same form received, or in a form reasonably requested by Purchaser, free of any withholding, set-off, claim or deduction of any kind and/or (b) settle or cure the reason for the Delayed Recovery Event (each (a) and (b) a "Settlement") within ten (10) business days of the Delayed Recovery Event (the "Settlement Date"). Seller shall pay Purchaser interest, calculated at the rate of two (2%) percent per month, of any amount or portion of Recovery that incurs a Delayed Recovery Event, for each day after the Settlement Date until such Recovery is received by Purchaser.

Authorizations. Seller irrevocably appoints Purchaser as its true and lawful attorney and authorizes Purchaser to act in Seller's stead, to demand, sue for, compromise and recover all amounts as now are, or may hereafter become, due and payable on account of the Claim. Seller grants Purchaser full authority to do all things necessary to enforce the Claim and its rights thereunder. Seller agrees that the powers granted in this paragraph are discretionary in nature and that Purchaser may exercise or decline to exercise such powers at Purchaser's sole option. Purchaser shall have no obligation to prove or defend the Claim.

Indemnification. Seller agrees to indemnify Purchaser from all losses, damages and liabilities, including reasonable attorney's fees and expenses, which result from (a) Seller's breach of any representation, warranty or covenant set forth herein, (b) any action, proceedings, objection or investigation relating to any attempt or threatened attempt to avoid, disallow, reduce, subordinate or otherwise impair the Claim or otherwise delay payments or distributions in respect of the Claim, and/or (c) litigation arising out of or in connection with this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any action arising under or relating to this Agreement shall be brought in any State or Federal court located in the State of New Jersey, and Seller consents to and confers personal jurisdiction over Seller by such court or courts and agrees that service of process may be upon Seller by mailing a copy of said process to Seller at the address set forth in this Agreement, and in any action hereunder the Seller and Purchaser each waive the right to demand a trial by jury.

Miscellaneous. Seller agrees that the terms of this Agreement are confidential and may not be disclosed without Purchaser's prior written consent. Purchaser shall have the right to all remedies including specific performance and other injunctive and equitable relief without a showing of irreparable harm or injury and without posting a bond for any breach of this Agreement. Each party expressly acknowledges and agrees that it is not relying upon any representations, promises, or statements, except to the extent that the same are expressly set forth in this Agreement, and that each party has the full authority to enter into this Agreement and that the individuals whose signatures appear below hereby expressly represent that they have the authority to bind the party for which they sign this Agreement. The parties hereby mutually agree and stipulate that this Agreement is the result of negotiations between the parties and the terms hereof are jointly negotiated terms. Accordingly, any rules of interpretation, construction or resolving ambiguity against the drafter that otherwise apply, shall not apply hereto. This Agreement (i) may not be modified, waived, changed or discharged, in whole or in part, except by an agreement in writing signed by the parties; (ii) constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and (iii) supersedes all prior agreements, understandings and representations pertaining to the subject matter hereof, whether oral or written. Seller hereby acknowledges that Purchaser may at any time resell the Claim, or any portion thereof, together with all right title and interest received by Purchaser in and to this Agreement. Seller shall not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Purchaser. This Agreement shall be binding upon any prospective successor of Seller (whether by operation of law, merger or otherwise) or on any purchaser of all or substantially all of Seller's assets ("Transfer"). In connection with any such Transfer, the purchaser, successor or assignee of Seller shall be bound by the terms and conditions of this Agreement. All representations and warranties made herein shall survive the execution and delivery of this Agreement and any Transfer. This Agreement may be signed in counterparts and by telecopy, or other commonly acceptable form of electronic transmission, each of which shall be deemed an original and all of which taken together shall constitute the Agreement. Failure or delay on the part of Purchaser to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

IN WITNESS WHEREOF, the undersigned Seller hereunto sets its hand this ____ day of _____, 2019.

ATTEST:



By: _____
Signature Print Name/Title Telephone # Email

BLUEFIELD UTILITY

IN WITNESS WHEREOF, the undersigned Purchaser hereunto sets its hand this ____ day of _____, 2019.

ATTEST:

By: _____
CRG Financial LLC
Tel: (201)-266-6988 Fax: (201) 266-6985

NOTICE OF TRANSFER AND WAIVER

BLUEFIELD UTILITY ("Seller") sells, transfers and assigns unto CRG Financial LLC, with an address at 100 Union Avenue, Cresskill, NJ 07626, its successors and assigns (collectively, the "Purchaser"), pursuant to the terms of a Claim Purchase Agreement between Seller and Purchaser (the "Agreement"), all of Seller's right, title and interest in, to and under that portion of Seller's claim that is entitled to an administrative expense priority pursuant to 11 U.S.C. §503(B)(9) (the "Claim"), including any amounts owed as a cure with respect to a contract assumption, against Southern Foods Group, LLC d/b/a Dean Foods or any of its co-debtor subsidiaries or affiliates (the "Debtor"), representing all administrative expense claims of Seller pending against Debtor in the United States Bankruptcy Court, Southern District of Texas, jointly administered as Case No. 19-36313.

Seller hereby waives its right to raise any objection and/or receive notice pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedures and stipulates that an order may be entered recognizing the Agreement as an unconditional sale and the Purchaser as the valid owner of the Claim.

IN WITNESS WHEREOF, the undersigned Seller hereunto sets its hand this ____ day of _____, 2019.

ATTEST:



By: _____

Signature

Print Name/Title

BLUEFIELD UTILITY

IN WITNESS WHEREOF, the undersigned Purchaser hereunto sets its hand this ____ day of _____, 2019.

ATTEST:

By: _____

CRG Financial LLC

PLEASE INCLUDE: (i) A COPY OF EACH OUTSTANDING INVOICE, AND (ii) PROOF OF DELIVERY REFLECTING SOUTHERN FOODS GROUP, LLC D/B/A DEAN FOODS'S RECEIPT OF PRODUCT(S) ON OR BETWEEN 10/23/2019 AND 11/11/2019

PAYMENT SELECTION

PLEASE INDICATE THE METHOD OF PAYMENT YOU ARE REQUESTING. IF YOU ARE REQUESTING TO BE FUNDED VIA WIRE, YOU MUST COMPLETE THE WIRE INSTRUCTIONS.

Check

Wire

Wire Instructions:

Client Name: _____

Beneficiary Bank:

Bank Name: _____

Routing #: _____

Beneficiary Account:

Account Name: _____

Account #: _____

Beneficiary Contact: _____