

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

K. Heeps HoldCo, LLC, *et al.*,¹

Debtors.

Chapter 11 (Subchapter V)

Case No. 26-11505 (KBO)

(Jointly Administered)

Hearing Date: October 27, 2026 at 10:00 a.m. (ET)

Objection Deadline: October 15, 2026 at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR A DETERMINATION THAT
THE CO-PACKER AGREEMENTS EXPIRED, OR IN THE ALTERNATIVE,
TO REJECT THE CO-PACKER AGREEMENTS *NUNC PRO TUNC***

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) seek entry of an order, substantially in the form attached hereto as **Exhibit A**, (i) determining that each of the Co-Packer Agreements (as defined below) expired by their own terms before the Petition Date (as defined below) and, therefore, are not executory contracts subject to section 365 of the Bankruptcy Code, or (ii) solely in the alternative, if and to the extent the Court determines that any of the Co-Packer Agreements are executory, authorizing the Debtors to reject the Co-Packer Agreements *nunc pro tunc* to the Petition Date.² In support of this motion (this “Motion”), the Debtors respectfully state as follows:

PRELIMINARY STATEMENT

1. The Debtors and Medtrition, Inc. (“Medtrition”), through their respective predecessors in interest, documented their co-packing relationship through a series of short-term,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification numbers are: K. Heeps HoldCo, LLC (6064); and K. Heeps, LLC (5618). The Debtors’ service address is 5239 Tilghman Street, Allentown, PA 18104.

² For the avoidance of doubt, the Debtors’ alternative request for rejection is not an admission that any of the Co-Packer Agreements were valid, binding, timely renewed, in effect as of the Petition Date, or executory, and the Debtors reserve all rights, claims, and defenses with respect to each of the Co-Packer Agreements.

fixed-term agreements executed between 2014 and 2016. Each of the Co-Packer Agreements had a defined term. None of them contained an evergreen provision. The most recent of them, the 2016 Co-Packer Agreement (as defined below), expired on July 1, 2017, unless Medtrition—and only Medtrition—elected to renew it for an additional one-year period by *written* notice delivered at least ninety days before expiration of the term.

2. Medtrition understood that requirement. On October 26, 2020, Medtrition’s Chief Financial Officer sent an email to the former President of K. Heeps, Inc., James Heeps (the “2020 Renewal Email”),

According to our agreement, we need to renew every year by giving written notice, so I wanted to confirm that we are wanting to renew for another year, which would take us **through July of 2021**. Can you please confirm that you are in agreement with this? (Emphasis added).³

3. By Medtrition’s own admission, the 2020 Renewal Email extended the 2016 Co-Packer Agreement only “through July of 2021”—not indefinitely. Medtrition has produced no subsequent written renewal notice, and the Debtors have no record of one. The 2016 Co-Packer Agreement therefore expired, consistent with its express and unambiguous terms, no later than July 1, 2021, more than five years before the Petition Date. The earlier Co-Packer Agreements expired even sooner: each was a short-term agreement that was never renewed, and each was merged into and superseded by the 2016 Co-Packer Agreement. The 2016 Powder Products Agreement (as defined below), which the Debtors have never seen and know of only through Medtrition’s assertions, likewise expired, to the extent it ever existed. Since July 2021, the parties have operated on a purchase order-by-purchase order basis, as countless businesses that appear before this Court do in the ordinary course. Those purchase orders and invoices do not reference

³ A copy of the 2020 Renewal Email is attached hereto as Exhibit B.

any of the Co-Packer Agreements, and an ongoing business relationship, without more, does not revive an expired contract.

4. Medtrition nonetheless maintains that the Co-Packer Agreements remain in effect today. On May 8, 2026, premised on that assertion, Medtrition commenced the State Court Action (as defined below) and obtained an *ex parte* temporary restraining order compelling the Debtors to continue producing products for Medtrition on an open-ended timetable while barring the Debtors from pursuing their own product line. That injunction cost the Debtors their operating credit: the Debtors' secured lender identified the injunction as a "Material Adverse Effect" and an omnibus event of default under its loan documents, accelerated all of the Debtors' indebtedness, and declined to make further advances under the revolving line of credit which the Debtors depended upon to fund operations. Medtrition's position is inconsistent with the plain language of the Co-Packer Agreements, and its actions precipitated the Debtors' financial distress, for which the Debtors reserve all rights and remedies. Medtrition cannot transform a series of fixed-term contracts with limited, written-notice renewal rights into a perpetual right to control its manufacturer.

5. Accordingly, the Debtors ask the Court to determine that each of the Co-Packer Agreements expired by their own terms prior to the Petition Date and, therefore, are not executory contracts. Only if the Court determines that one or more of the Co-Packer Agreements did not expire and is executory do the Debtors seek, in the alternative, authority to reject the Co-Packer Agreements. Rejection would relieve the Debtors of obligations that require them to devote almost all of their limited resources to producing products for Medtrition, to the detriment of the Debtors' other business lines, and would allow the Debtors to pursue alternative revenue streams upon which their go-forward business plan depends. In the Debtors' business judgment, if any of the

Co-Packer Agreements survived as of the Petition Date, rejection is in the best interests of the Debtors and their estates.

JURISDICTION AND VENUE

6. The United States Bankruptcy Court for the District of Delaware (this “Court”) has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of these cases is proper in this district under 28 U.S.C. §§ 1408 and 1409.

7. Whether the Co-Packer Agreements expired by their own terms before the Petition Date is not a freestanding question of state law. It is the threshold question of whether any of the Co-Packer Agreements is an executory contract that the Debtors may assume or reject under section 365 of the Bankruptcy Code. A contract that expires before the Petition Date is not executory, and there is nothing for the Debtors to assume or reject. *See* 11 U.S.C. § 365(a). The determination that the Debtors seek therefore fixes the Debtors’ rights under section 365, the obligations of these estates, and the treatment of any claim Medtrition may assert.⁴ It is a core proceeding that this Court may hear and determine. 28 U.S.C. §§ 157(b)(2)(A), (b)(2)(O).

8. Pursuant to rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that this Court, absent consent of

⁴ Medtrition is not a creditor of the Debtors. It is the Debtors’ *customer*, who owes the Debtors for their services and product – not the other way around. If Medtrition were to assert a claim in these cases, that claim would necessarily rest on the mistaken premise that one or more of the Co-Packer Agreements was in effect as of the Petition Date. If the Co-Packer Agreements expired, Medtrition can have no claim under them, and its litigation should be dismissed summarily.

the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

9. The statutory bases for the relief requested herein are sections 105(a) and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) and rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

BACKGROUND

A. General Background

10. On September 23, 2026 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are each a “debtor” as defined in section 1182(1) of the Bankruptcy Code and have elected to proceed under Subchapter V of chapter 11 of the Bankruptcy Code pursuant to the Small Business Debtor Reorganization Act.

11. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to section 1184 of the Bankruptcy Code. As of the date of this Motion, a trustee has been appointed under section 1183 of the Bankruptcy Code (the “Subchapter V Trustee”). No statutory committee has been appointed.

12. The Debtors operate a food manufacturing company, serving primarily hospitals and long-term care facilities across the United States. The Debtors manufacture special-purpose, nutrient-dense puréed meats, vegetables, fruits, desserts, and entrées in pre-portioned, visually appealing servings for those with dysphagia (*i.e.*, swallowing disorders). Founded in 1948, the Debtors are headquartered in Allentown, Pennsylvania and employ 77 full- and part-time employees, together with five temporary personnel. Initially operated as a food service business, the Debtors began manufacturing purées in 1992.

13. Additional information about the Debtors, including their business operations, corporate and capital structure, and the events leading to the filing of these cases, is detailed in the

Declaration of Christopher Dias in Support of Chapter 11 Petitions and First Day Motions (the “First Day Declaration”), filed contemporaneously herewith and incorporated herein by reference.

B. The Co-Packer Agreements

14. As of the Petition Date, Medtrition is the Debtors’ largest customer and the primary source of the Debtors’ revenue. The parties’ business relationship dates back to 2013, when K. Heeps, Inc. (predecessor to Debtor K. Heeps, LLC) (the “OpCo Debtor”) agreed to allow Café Puree Inc. (predecessor to Medtrition) to market and sell the Debtors’ products under the brand name “Café Puree.”

15. The parties, through their respective predecessors in interest, documented their dealings in a series of short-term, fixed-term co-packing agreements, each of which is identified below (together with all amendments, supplements, restatements, and modifications thereto, and all related documents,⁵ collectively, the “Co-Packer Agreements”):

- **2014 Co-Packer Agreement.** Co-Packer Agreement, dated June 1, 2014, by and between Café Puree Inc. and K. Heeps, Inc., relating to the manufacture and sale of puréed food products (the “2014 Co-Packer Agreement”);
- **2015 Co-Packer Agreement.** Co-Packer Agreement, dated March 1, 2015, by and between Medtrition Inc. and K. Heeps, Inc., relating to the manufacture and sale of medical food powder products (the “2015 Co-Packer Agreement”);
- **2016 Co-Packer Agreement.**⁶ Co-Packer Agreement, dated June 29, 2016, by and between Café Puree Inc. and K. Heeps, Inc., under which the OpCo Debtor allegedly agreed to serve as the exclusive supplier and co-packer of Medtrition’s Café Puree product line (the “2016 Co-Packer Agreement”); and
- **2016 Powder Products Agreement.** The alleged Powder Products Agreement, dated on or about June 29, 2016, by and between Medtrition and K. Heeps, Inc., relating to medical food powder products (the “2016 Powder Products”);

⁵ The Co-Packer Agreements include, to the extent necessary, all related documents executed in connection therewith, including, without limitation, that certain Mutual Non-Disclosure Agreement, dated June 29, 2016 (the “Non-Disclosure Agreement”), which was expressly merged into the 2016 Co-Packer Agreement. *See* 2016 Co-Packer Agreement ¶ 32.

⁶ A true and correct copy of the 2016 Co-Packer Agreement is attached hereto as **Exhibit C**.

Agreement”), which the Debtors have never located and of which the Debtors are aware only through Medtrition’s assertions.

16. **The 2014 and 2015 Co-Packer Agreements.** Although dated almost a year apart, neither the 2014 Co-Packer Agreement nor the 2015 Co-Packer Agreement was fully executed until June 16, 2015. David Marks signed both agreements as President of Café Puree Inc. and Medtrition, and Beau Heeps signed both as President of K. Heeps, Inc. The termination and renewal provisions of the 2014 Co-Packer Agreement and the 2015 Co-Packer Agreement are substantially similar to those of the 2016 Co-Packer Agreement quoted below. According to the Debtors’ books and records, neither agreement was renewed nor extended, and each expired by its own terms before the Petition Date.

17. **The 2016 Co-Packer Agreement.** On or about June 29, 2016, the parties, through their respective predecessors in interest, purportedly entered into the 2016 Co-Packer Agreement.⁷ The 2016 Co-Packer Agreement ran for a one-year term ending July 1, 2017, renewable only at Medtrition’s option upon written notice delivered at least ninety days before expiration. Section 2 of the 2016 Co-Packer Agreement provides:

The term of this Agreement shall commence as of the date of this Agreement and shall continue in full force and effect until July 1, 2017 (the “Term”). This Agreement may, at the option of Cafe Puree, Inc., be renewed for an additional one (1) year period, and successive one (1) year periods thereafter, by providing written notice to Co-Packer of such election to renew at least ninety (90) days prior to expiration of the Term or any renewal term thereof.

18. Section 32 of the 2016 Co-Packer Agreement provides that the agreement “merges and supersedes all prior agreements, understandings, and representations” relating to its subject

⁷ Unlike the 2014 Co-Packer Agreement and the 2015 Co-Packer Agreement, which Beau Heeps signed as President of K. Heeps, Inc., the 2016 Co-Packer Agreement was signed by James Heeps, the former President of K. Heeps, Inc. Beau Heeps has served as President of K. Heeps, Inc. since 2008. The Debtors had no record of the 2016 Co-Packer Agreement before Medtrition brought it to the attention of the Debtors’ management team after commencing the State Court Action.

matter. Section 13(b) contains a non-compete provision (the “Non-Compete”), which provides that the OpCo Debtor “shall not, directly or indirectly, engage in the business of producing, distributing, purchasing, or selling, or otherwise dealing in, any products, goods, or merchandise that cannot be differentiated from the Product by taste or formula evaluation in any part of the United States, except pursuant to this Agreement.” The Non-Compete remains in effect only (i) during the initial term, (ii) during any renewal term, and (iii) for one year following termination. Section 33 provides that Pennsylvania law governs.

19. Medtrition asserts in the State Court Action that it renewed the 2016 Co-Packer Agreement by written notice in 2017 and 2018.⁸ On October 26, 2020, Medtrition’s Chief Financial Officer, Trey Little, sent James Heeps the 2020 Renewal Email, which acknowledged that renewal requires annual written notice and sought renewal only “through July of 2021.”⁹ Medtrition does not allege that it sent any renewal notice after the 2020 Renewal Email, and the parties had no discussion of the 2016 Co-Packer Agreement after that email.

20. **The 2016 Powder Products Agreement.** Medtrition has asserted that the parties also entered into the 2016 Powder Products Agreement.¹⁰ The Debtors have no copy or record of the 2016 Powder Products Agreement, and Medtrition has not produced one. To the extent it exists, the Debtors believe that the 2016 Powder Products Agreement – like each of the other Co-

⁸ The Debtors have no record of the 2017 or 2018 renewal notices that Medtrition claims exist, and Medtrition has not produced them.

⁹ The 2020 Renewal Email does not identify the “agreement” to which it refers. Medtrition is expected to claim that it refers to the 2016 Co-Packer Agreement, but that inference is by no means clear from the email. Further, the 2020 Renewal Email does not comply with Section 30 of the 2016 Co-Packer Agreement, which requires that notice be provided only by personal delivery or U.S. Mail to a physical address.

¹⁰ Medtrition asserts the 2016 Powder Products Agreement exists according to the *Plaintiff Medtrition, Inc.’s Objections and Responses to K. Heeps, LLC’s First Set of Interrogatories* in the State Court Action.

Packer Agreements – was a fixed-term agreement that expired by its own terms before the Petition Date.

C. The Parties’ Relationship After the Co-Packer Agreements Expired

21. Since July 2021, the parties have operated on a purchase order-by-purchase order basis. The purchase orders and invoices do not refer to any of the Co-Packer Agreements or to any other agreement governing the parties’ relationship. No new co-packer agreement has been executed since 2016.

22. On or about May 15, 2024, in response to the Debtors’ request for a price increase, Medtrition advised the Debtors’ management team that Medtrition believed it could stop working with the Debtors at any time. Medtrition also led the Debtors’ management team to understand that Medtrition was searching for a replacement co-packer.

23. The Debtors’ management team therefore decided to develop their own product line to reduce the risk presented by the Debtors’ overdependence on Medtrition. Diversifying the Debtors’ revenue streams is a critical strategic initiative to support the Debtors’ long-term viability and reduce their reliance on a single customer. The Debtors subsequently commenced production of “Eatsential” products, their own unique line of puréed food products.¹¹

24. On or about April 28, 2026, the Debtors informed Medtrition that the Debtors would be winding down the parties’ relationship. At Medtrition’s request, on April 29, 2026 (the “April 2026 Call”), members of the Debtors’ management team held a video call with Medtrition. On this call, which Medtrition recorded, Medtrition’s representatives acknowledged that the

¹¹ U.S. Patent No. 5,322,705 was filed in 1992 and issued to James Heeps on June 21, 1994 (expired 2012), covering the process for making a cooked, puréed food product. The Debtors developed their manufacturing process years before their relationship with Medtrition began and do not believe that any Medtrition trade secret is used to make Eatsential products. The Debtors reserve their rights to commence a declaratory judgment action against Medtrition to resolve this issue.

Debtors had a right to sell their own product line but requested that the Debtors provide Medtrition with a transition period longer than the Debtors' proposed 60-day timeline. At no time during the call did Medtrition's representatives reference the existence of a contract between the parties or any restriction on competition.

D. The State Court Action

25. Despite Medtrition's representations, nine days after the April 2026 Call and without any prior notice, on May 8, 2026, Medtrition filed a verified complaint in the Lancaster County Court of Common Pleas (the "State Court") commencing the case captioned *Medtrition, Inc. v. K. Heeps, Inc., et al.*, Case No. 26-03265 (the "State Court Action"). Medtrition's verified complaint asserts claims for, among other things, breach of the 2016 Co-Packer Agreement, misappropriation of trade secrets, tortious interference, and unfair competition.

26. Simultaneously, Medtrition filed an *ex parte* Petition for Temporary Restraining Order and Preliminary Injunction. On May 8, 2026, the same day the State Court Action was filed, the State Court entered an *ex parte* temporary restraining order (the "TRO") barring the Debtors from "manufacturing, producing, packaging, distributing, selling, marketing, advertising, or promoting any products under the Eatsential brand name or any other brand that compete with, imitate, or are substantially similar to Medtrition's Café Puree products." The TRO also enjoined the Debtors from "discontinuing manufacturing and packaging of Medtrition's Café Puree products until a reasonable transition can take place," and directed that "[t]he status quo as set forth in the contracts between Medtrition and Heeps shall be maintained until the parties' rights are finally determined."

27. A hearing on Medtrition's request for a preliminary injunction was scheduled for May 13, 2026, two days after the Debtors were served with the *ex parte* TRO on the afternoon of May 11, 2026. Beau Heeps, the President of the OpCo Debtor, was out of the country at the time

of the hearing, and counsel for the Debtors, who had been retained less than 24 hours before the hearing, requested a two-day continuance. The State Court denied the request, and the hearing proceeded on May 13, 2026. Had Beau Heeps attended the hearing, he would have rebutted critical evidence on which Medtrition relied.

28. On May 14, 2026, the State Court entered an order keeping the TRO in effect (the “Preliminary Injunction”). The State Court issued no opinion or findings of fact; it entered a one-page order continuing the TRO. As a result, the Debtors have been required to continue manufacturing products for Medtrition without the ability to manufacture and sell their own product line. The Superior Court of Pennsylvania denied a stay pending appeal on July 10, 2026, and the State Court denied reconsideration on July 29, 2026. Appeals of the interlocutory orders were pending as of the Petition Date.

29. On September 23, 2026, the OpCo Debtor removed the State Court Action to the United States District Court for the Eastern District of Pennsylvania, Civil Action No. 5:26-cv-07361 (the “Federal Action”), by filing a Notice of Removal pursuant to 28 U.S.C. § 1452(a) and Bankruptcy Rule 9027. On September 24, 2026, the OpCo Debtor filed a Motion to Transfer Venue [Federal Action, Docket No. 6] seeking to transfer the Federal Action to the United States District Court for the District of Delaware pursuant to 28 U.S.C. § 1412 and Bankruptcy Rule 9027.

30. The Debtors maintain, and have argued in the State Court Action, that Medtrition’s claims lack merit. The Debtors’ product line is materially different in both formula and flavor from any of Medtrition’s products and was developed using the Debtors’ substantial manufacturing expertise, which predated the parties’ relationship. Accordingly, even if any of the Co-Packer Agreements were in effect (none were) the Non-Compete does not cover the Debtors’

Eatsential product line. The Debtors reserve all rights to commence an adversary proceeding seeking a determination that the Non-Compete does not extend to Eatsential products.

RELIEF REQUESTED

31. The Debtors request entry of an order determining that each of the Co-Packer Agreements expired by their own terms before the Petition Date and, therefore, is not an executory contract subject to assumption or rejection under section 365 of the Bankruptcy Code. Solely in the alternative, if and to the extent the Court determines that any of the Co-Packer Agreements did not expire and are executory, the Debtors request authority to reject each such Co-Packer Agreement *nunc pro tunc* to the Petition Date pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

BASIS FOR RELIEF

I. Each of the Co-Packer Agreements Expired by Their Own Terms Before the Petition Date.

A. Pennsylvania Law Requires Strict Enforcement of the Co-Packer Agreements' Express Renewal Terms

32. When deciding a contract dispute, bankruptcy courts turn to state law. *In re New Century TRS Holdings, Inc.*, No. 07-10416 KJC, 2011 WL 1811050, at *1 (Bankr. D. Del. May 10, 2011) (“Contract interpretation is a matter of state law and, accordingly, bankruptcy courts will rely on applicable state law in construing a contract’s terms”). Section 33 of the 2014 Co-Packer Agreement, 2015 Co-Packer Agreement, and 2016 Co-Packer Agreement each provide that Pennsylvania law governs.

33. Under Pennsylvania law, courts must strictly adhere to express, unambiguous contract provisions. *Tindall v. Friedman*, 970 A.2d 1159, 1165 (Pa. Super. Ct. 2009) (“A cornerstone principle of contract interpretation provides that where the words of the document are clear and unambiguous, we must ‘give effect’ to the language”). A contract provision is

unambiguous if its language is clear and unequivocal. *Clairton Slag, Inc. v. Department of General Services*, 2 A.3d 765, 773 (Pa. Commw. Ct. 2010). Unambiguous renewal clauses, in particular, must be given full effect. *Byrne v. Bushkoff*, 177 Pa. Super. 101, 104 (Pa. Super. Ct. 1955).

34. If a contract’s renewal provision is silent as to the means or method of renewal, continued performance by either party may be adequate to effect renewal. *Commonwealth v. Brozzetti*, 684 A.2d 658, 664 (Pa. Commw. Ct. 1996); *see also Stein v. ARJAY Machine Co.*, 137 A.2d 460, 461 (Pa. 1958). But if the renewal provision expressly dictates the method or timing of renewal, any renewal *must fully comply* with those terms. *Clairton*, 2 A.3d at 770-771, 785. The party asserting that a contract was renewed bears the burden of establishing that renewal was accomplished in compliance with those terms. *See id.*; *Byrne*, 177 Pa. Super. at 104. Each of the Co-Packer Agreements prescribes both the method and the timing of renewal. Medtrition, therefore, bears the burden of proving compliant renewal of each Co-Packer Agreement it contends remains in effect—a burden it cannot carry.

B. The 2016 Co-Packer Agreement Expired No Later Than July 1, 2021

35. The 2016 Co-Packer Agreement is unambiguous. It provides that “[t]he term of this Agreement shall commence as of the date of this Agreement and shall continue in full force and effect until July 1, 2017,” unless extended at Medtrition’s option by written notice delivered at least ninety days before expiration of the Term.

36. Medtrition claims in the State Court Action that it complied with this renewal language in 2017 and 2018. Medtrition’s 2020 Renewal Email then acknowledged that renewal requires annual written notice and sought renewal only “through July of 2021.” Medtrition provided no written notice after the 2020 Renewal Email. Thus, at the latest, the 2016 Co-Packer Agreement expired on July 1, 2021, more than five years before the Petition Date.

37. Because renewal was solely at Medtrition’s option—K. Heeps, Inc. had no right to renew—only Medtrition could have exercised the renewal right, and Medtrition bears the burden of proving that it did. And because Section 2 prescribes both the method and the timing of renewal, the parties’ course of dealing, including the Debtors’ continued production, could not extend the Term (as defined in the 2016 Co-Packer Agreement). *See Clairton*, 2 A.3d at 770-771, 785; *compare Brozzetti*, 684 A.2d at 664. Pennsylvania law requires that the plain terms of the 2016 Co-Packer Agreement be given full effect. *See Tindall*, 970 A.2d at 1165.

C. The 2014 and 2015 Co-Packer Agreements Expired and Were Superseded Years Before the Petition Date

38. The 2014 Co-Packer Agreement and the 2015 Co-Packer Agreement expired for two independent reasons. *First*, each was a short-term agreement with termination and renewal provisions substantially similar to those of the 2016 Co-Packer Agreement, and, according to the Debtors’ books and records, neither was ever renewed or extended. Each therefore expired by its own terms years before the Petition Date. *Second*, Section 32 of the 2016 Co-Packer Agreement expressly “merges and supersedes all prior agreements, understandings, and representations” relating to its subject matter. To the extent either earlier agreement had not already expired, the 2016 Co-Packer Agreement superseded it. Neither agreement, therefore, survived prior to the Petition Date.

D. The 2016 Powder Products Agreement, to the Extent It Exists, Also Expired

39. The Debtors have no copy or record of the 2016 Powder Products Agreement, and Medtrition has produced none. As the party asserting the existence and continued effectiveness of that agreement, Medtrition bears the burden of establishing both its terms and its timely renewal. *See Clairton*, 2 A.3d at 770-771, 785; *Byrne*, 177 Pa. Super. at 104. Every other agreement between the parties—the 2014, 2015, and 2016 Co-Packer Agreements—was a fixed-term

agreement renewable, if at all, only by timely written notice. Nothing suggests that the 2016 Powder Products Agreement, executed on the same date as the 2016 Co-Packer Agreement, was any different, and Medtrition has identified no written renewal of it. To the extent it ever existed, the 2016 Powder Products Agreement expired by its own terms before the Petition Date.

E. The Parties' Conduct Confirms That None of the Co-Packer Agreements Survived

40. Medtrition's own conduct confirms that no contract governed the parties' relationship after July 2021. The parties always intended their contractual commitments to run for fixed, one-year terms unless extended in writing, as shown by the fact that they executed new co-packer agreements in 2014, 2015, and 2016. After the 2016 Co-Packer Agreement expired in July 2021 (at the latest), Medtrition sent no further renewal requests, and the parties executed no new co-packer agreement.

41. Both before and after July 1, 2021, Medtrition and the Debtors met on multiple occasions to discuss their ongoing business relationship, including on February 3, 2021, when Medtrition's management team met with the Debtors' management team and representatives of potential investors in the Debtors, including Christopher Dias. At no time during that meeting, or otherwise, did anyone mention any of the Co-Packer Agreements.

42. In or around May 2024, when the Debtors asked for a price increase, Medtrition told the Debtors' management team that it could stop working with the Debtors at any time and led the Debtors to understand that it was searching for a replacement co-packer. A party holding an exclusive supply contract does not take that position. Then, on the April 2026 Call, Medtrition's representatives acknowledged that the Debtors had the right to sell their own product line and asked only for a transition period longer than the 60 days the Debtors had proposed. They said nothing about any contract between the parties or any restriction on competition. Medtrition did

not assert its alleged rights under the Co-Packer Agreements until nine days later, when it sued. Had any of the Co-Packer Agreements been in effect, there would have been no need to negotiate price increases or transition periods; the agreements themselves would have governed those issues.

43. Each of the Co-Packer Agreements expired before the Petition Date and, therefore, none is an executory contract that binds the Debtors or their estates. Medtrition has produced no notice of extension after the 2020 Renewal Email, no written renewal of any other Co-Packer Agreement, and no other evidence that any of the Co-Packer Agreements remained in effect. The parties operated for the past five years without any recognition of the Co-Packer Agreements, and Medtrition cannot now claim that they remain in effect because it has become convenient to do so. The Court should determine that each of the Co-Packer Agreements expired prepetition.

II. Only If the Court Determines That Any of the Co-Packer Agreements Are Executory, the Court Should Authorize the Debtors to Reject the Co-Packer Agreements.

44. The Debtors seek the relief in this Part II solely in the alternative, and only if and to the extent the Court determines that one or more of the Co-Packer Agreements did not expire before the Petition Date and is executory.

A. Rejection of the Co-Packer Agreements Is an Appropriate Exercise of the Debtors' Business Judgment

45. Section 365(a) of the Bankruptcy Code provides that a debtor may, with court approval, assume or reject an executory contract or unexpired lease. 11 U.S.C. § 365(a). Allowing the assumption or rejection of executory contracts "permit[s] the trustee or debtor-in-possession to . . . 'abandon burdensome property.'" *In re Orion Pictures Corp.*, 4 F.3d 1095, 1098 (2d Cir. 1993). In the Third Circuit, a contract is executory if both parties have material unperformed obligations. *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39 (3d Cir. 1989).

46. A debtor's decision to reject an executory contract is governed by its reasonable business judgment. *Id.* at 39-40; *Comput. Sales Int'l, Inc. v. Fed. Mogul (In re Fed. Mogul Glob.,*

Inc.), 293 B.R. 124, 126 (D. Del. 2003). Courts generally will not second-guess a debtor's business judgment concerning the rejection of an executory contract. *See In re Trans World Airlines*, 261 B.R. 103, 121 (Bankr. D. Del. 2001).

47. The business judgment test requires only a showing that rejection will benefit the debtor's estate. *Id.* ("A debtor's decision to reject an executory contract must be summarily affirmed unless it is the product of 'bad faith, or whim or caprice.'") (quoting *Wheeling-Pittsburgh Steel Corp. v. W. Penn Power Co. (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 849-50 (Bankr. W.D. Pa. 1987)); *In re Trans World Airlines, Inc.*, No. 01-0056, 2001 WL 1820019, at *2 (Bankr. D. Del. Mar. 16, 2001). Indeed, "the Court cannot substitute its judgment for the Debtors' judgment and absent a heightened standard such as bad faith or abuse of discretion the Debtors' business judgment will be not {sic} altered." *In re Extraction Oil & Gas*, 622 B.R. 608, 615 (Bankr. D. Del. 2020).

48. If the Court determines that any of the Co-Packer Agreements did not expire before the Petition Date, such agreements would be executory: the Debtors would remain obligated to manufacture and package products for Medtrition, and Medtrition would remain obligated to place orders with the Debtors. Any such Co-Packer Agreement would therefore be an executory contract within the meaning of section 365(a) of the Bankruptcy Code.

49. In that event, the Debtors have determined, in their reasonable business judgment, that rejection of the Co-Packer Agreements is in the best interests of their estates. As set forth in the First Day Declaration, the Debtors' revenue is overly dependent on Medtrition, even as that relationship has become unsustainable and litigious. The Debtors' current position is untenable: they are restrained from producing their own products yet must fulfill Medtrition's purchase orders

while Medtrition actively seeks a replacement co-packer. The Debtors are exposed to the risk that a material revenue source may disappear without a contingency plan in place.

50. To protect their viability as a going concern, the Debtors must direct their resources toward developing alternative revenue streams, including the Eatsential product line central to their go-forward business plan. The Co-Packer Agreements, if in effect, would directly impede that goal by requiring the Debtors to devote almost all of their limited resources to producing products for Medtrition, to the detriment of every other business venture. Rejection would allow the Debtors to redirect their resources to business initiatives critical to their survival and long-term success.

51. Further, the Co-Packer Agreements no longer reflect the Debtors' business needs. The Co-Packer Agreements were entered into a decade or more ago, in a materially different business environment, when the Debtors were primarily focused on processing and distributing meat products and purées and powders were only an ancillary part of their business. The Co-Packer Agreements do not align with the Debtors' current operational objectives, restructuring strategy, or go-forward business plan, and they would materially restrict the Debtors' ability to adapt to changing market conditions. The Debtors' long-term business plan cannot rely solely on Medtrition, and the sooner the Debtors can shift their core business away from producing Medtrition products, the better.

52. For all of these reasons, if any of the Co-Packer Agreements are determined to be executory, rejection of the Co-Packer Agreements is a proper exercise of the Debtors' business judgment.

B. Rejection *Nunc Pro Tunc* to the Petition Date Is Appropriate

53. If the Court determines that any of the Co-Packer Agreements did not expire prepetition, the Debtors request that the Court authorize rejection of the Co-Packer Agreements effective as of the Petition Date.

54. Although section 365 of the Bankruptcy Code does not specifically address the issue, courts have held that bankruptcy courts may, based on the equities of the circumstances, authorize rejection retroactive to a date before entry of the order authorizing rejection. *See In re Chi Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (after balancing the equities, a bankruptcy court may approve a rejection retroactive to the date the motion is filed); *In re Fleming Cos., Inc.*, 304 B.R. 85, 96 (Bankr. D. Del. 2003).

55. The balance of the equities favors the requested relief. The Debtors have reviewed and analyzed the Co-Packer Agreements and determined that they are not necessary, do not provide a meaningful benefit to the Debtors' estates, and, for the reasons stated above, are antithetical to the Debtors' go-forward business plan. Without a retroactive rejection date, the Debtors could be forced to incur unnecessary administrative expenses and contractual obligations under the Co-Packer Agreements, to the detriment of their estates and creditors. Accordingly, rejection *nunc pro tunc* to the Petition Date is appropriate.

RESERVATION OF RIGHTS

56. Nothing in this Motion: (a) is an admission as to the validity of any claim against the Debtors; (b) is an admission that any of the Co-Packer Agreements were valid, renewed, in effect as of the Petition Date, or executory; (c) is a waiver of the Debtors' or any appropriate party-in-interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors or rights of setoff asserted against the Debtors; (d) is a waiver of any claims or causes of action that may exist against any creditor or interest holder, including Medtrition; (e) is a promise to pay

any claim; (f) is a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) satisfied pursuant to the Motion are valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved); or (g) is a waiver of the obligation of any party in interest to file a proof of claim.

NOTICE

57. Notice of this Motion will be provided to: (a) the Office of the United States Trustee; (b) each of the Debtors' twenty (20) largest unsecured creditors; (c) the Subchapter V Trustee; (d) the Internal Revenue Service; (e) the Securities and Exchange Commission; (f) the United States Attorney's Office for the District of Delaware; (g) the state attorneys general for all states in which the Debtors conduct business; (h) Medtrition; (i) counsel to Salem Five Cents Savings Bank; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002.

[Remainder of Page Intentionally Left Blank]

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court grant (i) the relief requested in this Motion by entering the proposed order, substantially in the form attached as **Exhibit A**, and (ii) such other and further relief as this Court deems just and proper.

Dated: October 1, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ R. Stephen McNeill

R. Stephen McNeill (No. 5210)

Sarah R. Gladieux (No. 7404)

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Proposed Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

K. Heeps HoldCo, LLC, *et al.*,¹

Debtors.

Chapter 11 (Subchapter V)

Case No. 26-11505 (KBO)

(Jointly Administered)

Hearing Date: October 27, 2026 at 10:00 a.m. (ET)

Objection Deadline: October 15, 2026 at 4:00 p.m. (ET)

**NOTICE OF DEBTORS' MOTION FOR A DETERMINATION THAT THE
CO-PACKER AGREEMENTS EXPIRED, OR IN THE ALTERNATIVE,
TO REJECT THE CO-PACKER AGREEMENTS *NUNC PRO TUNC***

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (the “Debtors”), filed the *Debtors’ Motion for a Determination that the Co-Packer Agreements Expired, or in the Alternative, to Reject the Co-Packer Agreements Nunc Pro Tunc* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that objections to the Motion, if any, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801, on or before **October 15, 2026 at 4:00 p.m. (ET)** (the “Objection Deadline”), and served upon and received by the undersigned proposed counsel for the Debtors.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before the Honorable Karen B. Owens at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom No. 3, Wilmington, Delaware 19801 on **October 27, 2026 at 10:00 a.m. (ET)**.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification numbers are: K. Heeps HoldCo, LLC (6064); and K. Heeps, LLC (5618). The Debtors’ service address is 5239 Tilghman Street, Allentown, PA 18104.

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: October 1, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ R. Stephen McNeill

R. Stephen McNeill (No. 5210)

Sarah R. Gladieux (No. 7404)

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

K. Heeps HoldCo, LLC, *et al.*,¹

Debtors.

Chapter 11 (Subchapter V)

Case No. 26-11505 (KBO)

(Jointly Administered)

Re: Docket No. __

**ORDER GRANTING DEBTORS' MOTION FOR A DETERMINATION
THAT THE CO-PACKER AGREEMENTS EXPIRED, OR IN THE
ALTERNATIVE, TO REJECT THE CO-PACKER AGREEMENTS**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (i) determining that each of the Co-Packer Agreements expired by their own terms before the Petition Date and is not an executory contract, or (ii) solely in the alternative, if and to the extent any of the Co-Packer Agreements are determined to be executory, authorizing the Debtors to reject the Co-Packer Agreements *nunc pro tunc* to the Petition Date, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that, as a result, this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of these cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification numbers are: K. Heeps HoldCo, LLC (6064); and K. Heeps, LLC (5618). The Debtors' service address is 5239 Tilghman Street, Allentown, PA 18104.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein and that such relief is in the best interests of the Debtors, their estates, their creditors and all parties in interest; and upon all of the proceedings had before the Court after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT,

1. The Motion is GRANTED as set forth herein.
2. [Each of the Co-Packer Agreements, including any amendments, supplements, or modifications thereto and all related documents, expired by their own terms before the Petition Date and are not executory contracts subject to section 365 of the Bankruptcy Code.] [*or, in the alternative*] [To the extent any of the Co-Packer Agreements, including any amendments, supplements, or modifications thereto and all related documents, did not expire before the Petition Date, each such Co-Packer Agreement is hereby rejected *nunc pro tunc* to the Petition Date pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.]
3. [To the extent any of the Co-Packer Agreements is rejected pursuant to this Order, any rejection damages claim shall be filed by Medtrition by the later of thirty days after service of this Order and the deadline set in these cases for filing prepetition claims against the Debtors.]
4. For the reasons stated on the record and in the Motion, the Debtors are not required to continue producing any product for Medtrition pursuant to any of the Co-Packer Agreements or any other contract entered into before the Petition Date.
5. Nothing in this Order or the Motion: (a) is an admission as to the validity of any claim against the Debtors; (b) is an admission that any of the Co-Packer Agreements were valid, renewed, in effect as of the Petition Date, or executory; (c) is a waiver of the Debtors' or any

appropriate party-in-interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors or rights of setoff asserted against the Debtors; (d) is a waiver of any claims or causes of action that may exist against any creditor or interest holder, including Medtrition; (e) is a promise to pay any claim; (f) is a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) satisfied pursuant to the Motion are valid (and all rights to contest the extent, validity or perfection or seek avoidance of all such liens are expressly reserved); or (g) is a waiver of the obligation of any party in interest to file a proof of claim.

6. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

From: Jim Heeps[jim@heeps.com]
Sent: Mon 11/2/2020 8:23:05 AM (UTC-05:00)
To: Trey Little[tlittle@medtrition.com]
Subject: Re: Agreement

Trey
Yes, I am in agreement with this.
Somehow I missed your email-
thus the slow response
Jim

From: Trey Little <tlittle@medtrition.com>
Sent: Monday, October 26, 2020 10:42 AM
To: Jim Heeps <jim@heeps.com>
Subject: Agreement

Hi Jim,

According to our agreement, we need to renew every year by giving written notice, so I wanted to confirm that we are wanting to renew for another year, which would take us through July of 2021. Can you please confirm that you are in agreement with this?

Thank you,
Trey



Trey Little
Chief Financial Officer
P.O. Box 5387
Lancaster, PA 17606-5387
717-576-2988
www.medtrition.com

EXHIBIT C

CO-PACKER AGREEMENT

This co-packing agreement, made and entered into this date June 29, 2016 by and between Café Puree Inc., a Pennsylvania Corporation with its corporate office located at 2733 Lititz Pike, Lancaster PA 17606 and "Co-Packer" K. Heeps, Inc., a Pennsylvania Corporation with its principal offices at 5239 Tilghman Street, Allentown, PA 18104.

WITNESSETH:

WHEREAS, Café Puree, Inc., and Co-Packer desire to enter into a Co-Pack Agreement and the parties desire to establish the terms of their business agreement and wish to do so by defining the terms and conditions set forth herein; and

WHEREAS, Café Puree, Inc., desires to obtain a supply of Pureed Food products as more fully described in Exhibit A, which is attached to and made a part of this Agreement, (the "Products") are for distribution and sale by Café Puree, Inc., under the terms of this Agreement and Co-Packer desires to supply the Products to Café Puree, Inc., under the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises that this Agreement contains, and other good and valuable consideration, receipt of which the parties acknowledge, the parties, intending to be bound legally, agree as follows:

1. MANUFACTURE OF THE PRODUCT. Café Puree, Inc. or its sales agent, Maid Rite Specialty Foods, LLC., shall place purchase orders with Co-Packer, and Co-Packer shall sell and deliver to Café Puree, Inc. or its sales agent, quantities of the Products under the terms of this Agreement. Co-Packer shall manufacture and package the Products in strict compliance with the standards and specifications. All purchases of the Products by Café Puree, Inc. or its sales agent, under this Agreement shall be pursuant to, and under the terms and conditions of, a duly authorized and issued purchase order, as may reissue or amend from time to time (the "Co-Pack Manual"). The terms and conditions of the purchase order and the Co-Pack Manual shall be in addition to and not in limitation of the terms and conditions of this Agreement. Any inconsistencies between the terms and conditions of the purchase order form or the Co-Pack Manual and this Agreement shall be resolved in favor of the terms and conditions of this Agreement. Any inconsistencies between the terms and conditions of the purchase order form and the provisions of the Co-Pack Manual shall be resolved in

favor of the provisions of the Co-Pack Manual. Any terms or conditions appearing on or incorporated into any invoice forms or other documents sent by Co-Packer which are inconsistent with or in addition to the terms and conditions of this Agreement shall not apply.

2. **TERM.** The term of this Agreement shall commence as of the date of this Agreement and shall continue in full force and effect until July 1, 2017 (the "Term"). This Agreement may, at the option of Café Puree, Inc., be renewed for an additional one (1) year period, and successive one (1) year periods thereafter, by providing written notice to Co-Packer of such election to renew at least ninety (90) days prior to expiration of the Term or any renewal term thereof.

3. **PRODUCTION SCHEDULE.** Both parties understand and acknowledge that the quantity and variety of the Products ordered by Café Puree, Inc., will be derived from sales projections that may not necessarily depict actual sales volume and the quantity of Product to be purchased hereunder is subject to wide fluctuation. Café Puree, Inc. will provide Co-Packer with daily reports showing inventory levels and customer orders placed for future delivery, which Co-Packer will use to plan production. In addition, from time to time Café Puree may inform Co-Packer of expected changes in demand resulting from addition or loss of customers. Café Puree will be fully responsible for inventory produced by Co-Packer based on information provided by Café Puree, Inc.

4. **LEAD TIME.** Co-Packer understands and acknowledges that, because of the competitive nature of the market for the Products, TIME IS OF THE ESSENCE of this Agreement. Co-Packer shall manufacture and shall ship all quantities of the Products for delivery as specified in a duly authorized purchase order that Café Puree, Inc., has issued pursuant to Section 1 of this Agreement. Co-Packer shall manufacture and have ready for shipment sufficient Products to fill Café Puree, Inc., purchase orders with thirty (30) days from the date each purchase order is received by Co-Packer, or in some cases rush shipments as agreed upon.

5. **MANUFACTURING FACILITIES.** Co-Packer shall manufacture the Products at its processing facilities at 5239 Tilghman Street, Allentown, PA 18104 and 721 North 17th Street, Allentown, PA 18104 (locations) or at such other facility as Café Puree, Inc., and Co-Packer shall mutually agree (the "Factory"). Co-Packer warrants that the Factory is capable of manufacturing and processing the Products in accordance with the requirements of this Agreement and that Co-Packer now solely leases and operates, and for the term of this Agreement solely shall lease and operate, the Factory and all processing equipment located in the Factory. Co-packer shall be the exclusive supplier of the Products during the term of this Agreement.

6. **RAW MATERIALS; INGREDIENTS; PACKAGING.** Co-packer shall furnish and shall supply all raw materials for the pureed meats, vegetables, fruits, specialties, breakfast and parfait PRODUCTS. Co-packer shall supply, labeling foils, packs, cartons, and cases necessary for packaging of the Products under this Agreement. Co-Packer

shall label all Products using artwork, graphics, and label copy that Café Puree, Inc., shall furnish. Co-packer shall not re-order labeling foils, packs, cartons or cases without prior notifying and requesting updates from Café Puree, Inc. Café Puree, Inc., shall be responsible for the cost of all labeling, packaging, cartons, and cases which become unusable or obsolete resulting from artwork, graphics, label copy changes or discontinued sales.

7. OWNERSHIP RIGHTS OF CAFÉ PUREE, INC.; CHANGES IN SPECIFICATIONS. Co-Packer acknowledges that Café Puree, Inc., is and shall remain the owner of all recipes, formulations, specifications, artwork, graphics, and label copy furnished by, or developed for, Café Puree, Inc., and other confidential and proprietary information relating to the Products. Co-Packer shall be the owner of the specific manufacturing processing techniques and individual mold designs which it develops in the production of the Products. Café Puree, Inc., shall be the owner of formula and shall have the right to make change to formulas as needed. Café Puree, Inc., shall also have the right to any and all information pertaining to the development of the product and shall not be limited to the access of raw material certificates of analysis and or information, formulation, and/or any additional information needed to register the product. Café Puree, Inc. shall have the right to obtain manufacturing information such as process and equipment used to develop the product. The prices for Products with modified formulations shall be adjusted by mutual agreement of the parties hereto to reflect any increased or decreased cost of manufacture by Co-Packer. Café Puree, Inc. shall also have the right from time to time upon the mutual agreement of the parties hereto to require modifications or alterations in the processing techniques utilized to manufacture the Products. The prices shall be adjusted by mutual agreement of the parties hereto to reflect any increased or decreased costs as a result of such modifications or alterations, including but not limited to any increased or decreased fixed costs from changes in or additions to equipment required thereby. Any change to pricing should be in writing and attached to the Co-packer agreement with signatures of both parties and the date in which pricing was agreed to. If pricing cannot be agreed to at any time during the contract, both parties have the right to terminate the agreement with 180 days' notice. Café Puree, Inc. shall also have the right from time to time upon the mutual agreement of the parties ask for documentation for manufacturing procedures, batch or lot identification, policies and procedures and any additional documentation needed for quality control and quality assurance purposes. If co-packer declines to provide Café Puree, Inc., with information for registration purposes, Café Puree, Inc. has the right to terminate the Co-Packer agreement.

8. COMPENSATION. Café Puree, Inc., shall pay to Co-Packer in full and complete consideration for the manufacture of the Products, including but not limited to all ingredients, processing, production, wrapping, packaging and packing of the Products in display boxes and master shippers, and the industry standard stretch wrapping of pallets and delivery of the Products to Café Puree, Inc. One Hundred Eighty (180) days prior to the expiration of the initial term of this Agreement and any renewal terms thereafter, the parties will review the economics of the supply relationship set forth herein. If the

aggregate baseline cost of raw materials, packaging materials, direct labor, or variable overhead increases or decreases more than five (5) percent during the period under review, the parties agree to negotiate an appropriate price adjustment in good faith.

- Co-Packer will give ninety (90) days' notice of any price change related to packaging, labor, energy or raw material increases. There is no limit to the number of price changes attributable to changes in Co-Packer's cost of packaging, labor, energy or raw materials that may occur during the term of this agreement.
- Co-Packer may change pricing immediately if changes to packaging or product formulation is requested by Café Puree.

9. MATERIALS. All ingredients and raw materials that Co-Packer uses for the manufacture of the Products shall strictly conform to the Specifications. Suppliers of all other raw materials and ingredients for use in the manufacture of the Products shall be subject, at Café Puree, Inc., option, to the review and approval of Café Puree, Inc., before receipt and use of raw materials and ingredients from such supplier. Such approval of Co-Packer's suppliers shall not be unreasonably withheld. Any such review and approval of suppliers by Café Puree, Inc., shall be gratuitous and shall not (i) relieve Co-Packer of its obligations under this Agreement, including the duty to inspect all incoming raw materials and insure that they meet the Specifications, or (ii) constitute acceptance by Café Puree, Inc., of any raw materials, ingredients, Products, or portion thereof. (iii) notify or document any inconsistencies in product, not to be limited to any damages to product or shipping materials.

10. DELIVERY. Co-Packer shall deliver all the Products that Café Puree, Inc. purchases under this Agreement to Café Puree Inc. or its agent F.O.B. the Factory and shall place the Products into the custody of carriers that Café Puree, Inc. has approved pursuant to Café Puree, Inc., written directions. Co-Packer shall furnish to Café Puree, Inc. or its agent, sufficient information to verify shipment of the Products. Co-Packer shall invoice Café Puree, Inc., for the Products on the earlier of the date: (i) that such Products are shipped from the Factory on instructions from Café Puree, Inc., or (ii) four (4) days after production of Product pursuant to a duly authorized and issued Café Puree, Inc., purchase order. Terms of payment shall be net thirty (30) days from the date that Café Puree, Inc., receives such invoice.

11. RISK OF LOSS. Café Puree, Inc., shall bear the risk of loss or damage to any of the Products after Co-Packer has delivered the same to the possession of Café Puree, Inc., or to a carrier that Café Puree, Inc., has approved pursuant to Café Puree, Inc., instructions, except for loss or damage caused by the manufacturing, processing, packaging, or quality of the Products, in which case Co-Packer solely shall bear the risk of such loss or damage. Co-Packer shall bear the risk of loss or damage to any of the Products that occur before the delivery of such Products to Café Puree, Inc.

12. INSPECTIONS. Representatives of Café Puree, Inc., may enter and inspect,

as they pertain to the production of the Products, the Factory and any warehouse at which Co-Packer has stored the Products, during the time of production, storage, or clean-up periods. The inspection may include all aspects of Co-Packer's manufacturing techniques, quality control, sanitation procedures, and records. Co-Packer may restrict access by Café Puree, Inc., representatives to only those areas where the Products and ingredients and materials for the Products are processed, tested, or stored. Co-Packer shall maintain and make available to Café Puree, Inc., upon request all records of chemical, physical, microbiological, and process tests of the basic ingredients and packaging materials, intermediate products, and finished Products that Co-Packer conducts or that it requires from its suppliers. Any such inspection or testing by Café Puree, Inc., shall be gratuitous and shall not (i) relieve Co-Packer of its obligations under this Agreement or (ii) constitute acceptance by Café Puree, Inc., of any portion of the Products. Café Puree, Inc., shall receive the Products subject, at Café Puree, Inc., discretion, to inspection and approval of the lot or lots, or submitted samples from the lots, by Café Puree, Inc., quality control personnel within a reasonable time after receipt. Payments by Café Puree, Inc., for any quantity of the Products shall not constitute approval or acceptance of such Products. If any quantity of the Products is defective or does not conform to samples, descriptions, or the Specifications, Café Puree, Inc., may, at its option, reject all of such quantity, accept all of such quantity, or accept any commercial unit or units of such quantity and reject the rest. Co-Packer shall reimburse Café Puree, Inc., in full for the quantity of the Products rejected and returned. Co-Packer shall assume all costs of transportation and handling for such rejected Products. Co-Packer shall furnish to Café Puree, Inc., without charge samples of the Products that Café Puree, Inc., reasonably requests for quality control testing and evaluation. Co-Packer shall separately code each case of the Products to be readily identifiable by specific lot number.

13. CONFIDENTIALITY AND NON-COMPETITION.

(a) Café Puree, Inc. and Co-Packer have executed a Mutual Non-Disclosure Agreement, dated June 30, 2017 (the "Mutual Non-Disclosure Agreement"). The provisions of the Mutual Non-Disclosure Agreement shall apply to the information that the parties exchange in the course of performance of this Agreement.

(b) Co-Packer acknowledges that it is reasonable and necessary for the protection of the business and goodwill of Café Puree, Inc., for Co-Packer to enter into the following agreement respecting competition with Café Puree, Inc. and that Café Puree, Inc., would suffer irreparable injury if Co-Packer breaches any such agreement. As a further safeguard and necessary protection for trade secret and proprietary information that Café Puree, Inc., discloses to Co-Packer, Co-Packer shall not, directly or indirectly, engage in the business of producing, distributing, purchasing, or selling, or otherwise dealing in, any products, goods, or merchandise that cannot be differentiated from the Product by taste or formula evaluation in any part of the United States, except pursuant to this Agreement. Without limiting the generality of the foregoing, Co-Packer shall be considered to engage in such business if any company of which it owns

beneficially or of record more than five percent of the outstanding shares of any class of stock, or of which it is a partner, joint venture, or proprietor engages in such business. The covenants set forth in this Section 13(b) shall remain in full force and effect during the initial term and any renewal term of this Agreement. Co-Packer agrees to cease production of all products whose formulations are owned by Café Puree, Inc. (covered by Paragraph 7 of the agreement), or of products that cannot be differentiated from products owned by Café Puree, Inc. by taste or formula evaluation upon termination of this agreement and for a period of one year following termination of this agreement.

14. WARRANTIES AND REPRESENTATIONS. Co-Packer warrants and represents that:

(a) All of the Products that Co-Packer manufactures, processes, and packages under this Agreement (i) shall be manufactured, processed, and packaged strictly in conformity with applicable sanitation standards set forth in United States Food and Drug Administration, the United States Department of Agriculture, and the State and Local Governmental Agency having jurisdiction over the manufacturing, processing, and packaging of the Products, and all applicable rules and regulations, as amended, (ii) shall conform strictly to Specifications, and (iii) shall be fit and wholesome for human consumption and shall meet all requirements of applicable statutes, rules, and regulations of the United States and any state or local government.

(b) The normal shelf life of the Products that Co-Packer delivers to Café Puree, Inc., shall not be less than two (2) years or twenty-four (24) months from date of manufacture.

(c) Each delivery under this Agreement shall be, as of the date of such delivery, not short in weight, or adulterated or misbranded within the meaning of the Federal Food Drug and Cosmetic Act, as amended, the Federal Fair Packaging and Labeling Act of 1966, as amended, or any other food or drug law or regulation of any state or local government and shall comply with all other applicable laws and regulations of which Co-Packer has knowledge, whether independently or by specific directive from Café Puree, Inc.. Each delivery under this Agreement shall be a product that, under the provisions of such federal, state, and local laws, may be lawfully shipped and sold in interstate commerce and conforms in all respects to the requirements of such laws and the rules and regulations issued pursuant to such laws. Upon a breach of this provision, Café Puree, Inc., may return the subject Products to Co-Packer and Co-Packer shall assume all cost of transportation and handling, and reimburse Café Puree, Inc., for any such costs paid by Café Puree, Inc.

(d) All equipment and procedures that Co-Packer uses in the manufacture of the Products do not and will not infringe any valid United States, foreign or other letters patent, trademark, copyright, or other proprietary right of any person not a party to this Agreement.

(e) All materials, ingredients, supplies, and packaging materials that Co-

Packer uses in the manufacture of the Products shall be merchantable, of good quality, free from defects, and fit for the purpose intended. This warranty shall not apply to any such materials or ingredients that Café Puree, Inc., furnishes; however, Co-Packer shall evaluate any such materials or ingredients that Café Puree, Inc., furnishes and reject the same if not merchantable, of good quality, and fit for the purpose intended.

(f) No delivery shall bear or contain any food additive, pesticide, or other substance as of the date of such delivery that is unsafe for human consumption within the meaning of the Federal Food Drug and Cosmetic Act, with all revisions and amendments pertaining to such statute.

(g) The execution of this Agreement and performance of its obligations under this Agreement does not, and will not, abrogate, breach, or conflict with any agreement, mortgage, pledge, or contract to which Co-Packer is a party or to which the Factory or any of the equipment, fixtures, or personal property that the Factory contains is subject.

15. INDEMNITY BY CO-PACKER.

(a) Co-Packer shall indemnify and shall hold harmless Café Puree, Inc., (including its parent, affiliate, and subsidiary companies) and its customers from and against any and all claims, demands, actions, suits, causes of action, damages, and expenses (including, but not limited to, expenses of investigation, settlement, litigation, and attorneys' fees incurred in connection therewith) that any person or entity makes, sustains, or brings against Café Puree, Inc., (including its parent, affiliate, and subsidiary companies) or any of its customers for the recovery of damages for the injury, illness, or death of any person caused or alleged to be caused by the consumption or use by such person of any of the Products that Co-Packer ships or delivers to Café Puree, Inc., in breach of Co-Packer's warranties under this Agreement.

(b) Co-Packer shall indemnify and shall hold harmless Café Puree, Inc., (including its parent, affiliate, and subsidiary companies) and its customers from and against all losses, claims, damages, and expenses (including, but not limited to, expenses of investigation, settlement, litigation, and attorneys' fees incurred in connection therewith) from recalls by governmental authorities, or by Café Puree, Inc., in reasonable anticipation of a governmental recall, of any of the Products that Co-Packer ships or delivers pursuant to this Agreement, or other losses, claims, damages, actions, and expenses (including, but not limited to, expenses of investigation, settlement, litigation, or attorneys' fees incurred in connection therewith) to which Café Puree, Inc., (including its parent, affiliate, and subsidiary companies) may become subject by reason of any breach by Co-Packer of the warranties or representations provided in Section 14 of this Agreement.

(c) Co-Packer shall indemnify and shall hold Café Puree, Inc., (including its parent, affiliate, and subsidiary companies) harmless from all consumer claims, including reasonable attorneys' fees, arising from or connected with consumer claims or actions that result from any breach of Co-Packer's warranties under this Agreement. Co-

Packer understands and acknowledges that Café Puree, Inc., at Café Puree, Inc., option, processes consumer claims involving the Products through the claims investigation and settlement services of the National Food Processors Association (NFPA). Co-Packer shall pay to Café Puree, Inc., reasonable costs or charges for the investigation and settlement of consumer claims by NFPA that allege a defect in the Products, or other condition that, if proven, would constitute a breach of Co-Packer's warranties to Café Puree, Inc., under this Agreement. Café Puree, Inc., shall confer with Co-Packer and its insurance carrier before settlement of consumer claims for which Co-Packer is responsible under this Agreement.

(d) If any person or entity asserts any claim or brings any suit or action for which Co-Packer may be required to indemnify Café Puree, Inc., (including its parent, affiliate, and subsidiary companies) or its customers under this Section 15, Café Puree, Inc., promptly shall notify Co-Packer of such claim or suit. Co-Packer, upon receipt of such notice, shall undertake in conjunction with Café Puree, Inc., (if Café Puree, Inc., desires) the defense of such suit for the settlement of any such claim at Co-Packer's own cost and expense.

16. INDEMNITY BY Café Puree, Inc.: Café Puree, Inc. shall indemnify and hold harmless Co-Packer from and against any and all claims, demands, actions, suits, causes of action, damages, and expenses (including, but not limited to, expenses of investigation, settlement, litigation, and attorneys' fees incurred in connection therewith) that any person or entity makes, sustains, or brings against Co-Packer for the recovery of damages for the injury, illness, or death of any person caused or alleged to be caused by the consumption or use by such person of any of the Products that Co-Packer ships or delivers to or at the direction of Café Puree, Inc. pursuant to this Agreement if such injury, illness, or death results solely from the negligence of Café Puree, Inc. or its agents or employees. If any person or entity asserts any claim or brings any suit or action against Co-Packer for which Café Puree, Inc. may be required to indemnify

Co-Packer under this Section 16, Co-Packer promptly shall notify Café Puree, Inc. of such claim or suit. Café Puree, Inc. upon receipt of such notice, shall undertake in connection with Co-Packer (if Co-Packer desires) the defense of such suit for the settlement of any such claim at Café Puree, Inc. own cost and expense.

17. RECALLS AND FIELD ACTIONS

(a) In addition to any recall, withdrawal, seizure, or destruction of Products that may be ordered or recommended by federal, state, or local governmental authorities, Café Puree, Inc., will determine in its sole discretion whether to initiate any recall, withdrawal, or destruction of Products (collectively, a "Field Action"). All costs associated with Field Actions not mandated by regulatory agencies, shall be at Café Puree Inc.'s expense except as agreed to by the parties to this agreement. Café Puree, Inc., reserves the exclusive right to make the determination whether to notify regulatory authorities of any such Field Action subject to Café Puree, Inc., compliance with all

applicable laws, rules and regulations and Co-packer's obligations to comply with all applicable laws, rules and regulations.

(b) Co-packer will immediately notify Café Puree, Inc., by telephone of any need for a Field Action or of any situation that could result in the need for a Field Action which is known by Co-packer.

(c) At Café Puree, Inc., request, Co-packer will promptly perform those tasks required of Co-packer by Café Puree, Inc., in connection with any Field Action. Co-packer will cooperate fully with Café Puree, Inc., in implementing any Field Action, including without limitation, assisting Café Puree, Inc., in determining the scope and cause of the Product problem and the location of any shipments of Products made by Co-packer. To the extent the nonconformity or defect in the Products subject to the Field Action is primarily due to any act or omission on the part of Co-packer, Co-packer will reimburse Café Puree, Inc., upon demand for all reasonable losses, damages, costs, and expenses incurred by Café Puree, Inc., in connection with the Field Action, all amounts paid by Café Puree, Inc., for Products subject to the Field Action, and Café Puree, Inc., cost of Product Supplies, if any, furnished by Café Puree, Inc., to Co-packer and incorporated into the affected Products.

18. **INSURANCE.** Co-Packer shall maintain in full force and effect during the term of this Agreement comprehensive general liability insurance coverage, including contractual liability and products/completed operations liability coverage, with Café Puree, Inc., and any other affiliates designated by Café Puree, Inc., named as an additionally insured, with minimum limits of \$5,000,000 combined single limit for bodily injury and property damage per occurrence, with a responsible insurance carrier acceptable to Café Puree, Inc. Co-Packer shall also maintain in full force and effect during the term of this Agreement contaminated products insurance including accidental contamination, government recall, malicious product tampering, and insured product extortion with limits of no less than \$1,000,000 for each insured event and in the aggregate for the period. Such insurance shall be on an occurrence basis; that is, it shall cover any claim made for injuries or damages arising out of an event occurring during the term of the policy regardless of whether the claim is made after the expiration of the term of the policy. Before commencement of any production under this Agreement and from time to time thereafter upon the expiration of any such certificate of insurance, Co-Packer shall furnish Café Puree, Inc., with a certificate of insurance evidencing the above coverage's. Such certificate shall contain a clause for notification of Café Puree, Inc., thirty days in advance of any cancellation, reduction, or change in coverage.

19. **RESALES OF THE PRODUCT.** Café Puree, Inc., shall have complete and sole discretion as to the resale of the Products, including the pricing of the Products, the advertising, marketing, sales, and distribution of the Products, and the expenses it incurs in connection therewith.

20. **TRADEMARKS AND TRADE NAMES.** Nothing contained in this Agreement shall be deemed to give Co-Packer any right, title, or interest in or to Café Puree, Inc., trademarks and trade names, or the trademarks and trade names of any parent, affiliate, or subsidiary company of Café Puree, Inc., Co-Packer may not use any of such trademarks or trade names, except as Café Puree, Inc., authorizes in writing.

21. **TERMINATION BY CAFÉ PUREE, INC.,** Café Puree, Inc., may terminate this Agreement:

(a) If Co-Packer breaches or violates any of the warranties, representations, agreements, covenants, or conditions that this Agreement contains or requires and Co-Packer fails to remedy the breach or violation within fifteen (15) days after receipt from Café Puree, Inc., of written notice of the breach or violation; or

(b) If Co-Packer makes an assignment for the benefit of its creditors, commits any act of bankruptcy, has a receiver appointed, or otherwise admits of its inability to pay its debts as they mature, or if a private party garnishes its assets or a governmental authority sequesters its assets; or

(c) If Co-Packer attempts to assign or transfer any interest under this Agreement without the prior written consent of Café Puree, Inc., which Café Puree, Inc., may grant or withhold in its sole discretion. Notwithstanding the foregoing, Co-Packer shall have the right, without Café Puree, Inc., consent, to assign or transfer its interest under this Agreement to (a) an affiliate, subsidiary or parent of Co-Packer; (b) an entity with which Co-Packer is merged or consolidated; or (c) an entity which purchases or otherwise acquires all of the assets and/or stock of Co-Packer, provided such entity shall be bound by all of the terms and conditions contained in this Agreement and has sufficient expertise and financial resources to perform Co-packer's obligations hereunder.

22. **TERMINATION BY CO-PACKER.** Co-Packer may terminate this Agreement:

(a) If Café Puree, Inc. breaches or violates any of the agreements, covenants, or conditions that this Agreement requires or contains and Café Puree, Inc. fails to remedy the breach or violation within fifteen (15) days after receipt from Co-Packer of written notice of the breach or violation; or

(b) If Café Puree, Inc. makes an assignment for the benefit of its creditors, commits an act of bankruptcy, has a receiver appointed, or otherwise admits of its inability to pay its debts as they mature.

(c) If Café Puree's sales of puree product drop below 360,000 cases in any calendar year or if total sales of pureed products fail to grow at an annual rate of 5% per year in two consecutive years.

23. EFFECT OF TERMINATION. In the event of termination of this Agreement, such termination shall be without prejudice to any rights that may have accrued to Co-Packer or Café Puree, Inc. at the date of termination.

24. RETURN OF MATERIALS. In the event of termination or expiration of this Agreement, Co-Packer immediately shall account for and return to Café Puree, Inc. all packaging materials and ingredients that Café Puree, Inc. has supplied pursuant to this Agreement or which bear Café Puree, Inc. trademarks or logos. Café Puree, Inc. shall pay Co-packer for any such materials at the same cost Co-packer paid for said materials provided that Co-packer shall limit acquisition of materials to amounts reasonably expected to be used within a six month period.

25. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement or is substantially delayed in such performance by reason of any cause beyond its control, including any governmental restrictions, acts of God, crop shortages, riots, war, fire, labor disputes, or other causes of FORCE MAJEURE, it shall be excused from the performance of its obligations affected by the reasons referred to, or from the delay in such performance. If such condition continues for a period of sixty days and substantially interferes with the further performance by either party of this Agreement, either party may terminate this Agreement on thirty days' written notice to the other party. If this Agreement is terminated under this Section 26, each party shall bear the costs it has incurred before the date of termination specifically related to the Products not delivered to Café Puree, Inc., by the date of termination.

26. INDEPENDENT CONTRACTORS. The parties are independent contractors and engage in the operation of their own respective businesses. Neither Co-Packer nor Café Puree, Inc., shall be considered the agent of the other for any purpose whatsoever. Neither Co-Packer nor Café Puree, Inc., has any authority to enter into any contracts or assume any obligations for the other or to make any warranties or representations on behalf of the other. Nothing in this Agreement shall be considered to establish a relationship of co-partners or joint ventures between Co-Packer and Café Puree, Inc., under no circumstances shall Café Puree, Inc., be liable for the debts or obligations of Co-Packer or for the wages, salaries, or benefits of Co-Packer's employees.

27. SEVERABILITY. If any section or portion of this Agreement violates any applicable law, such section or portion shall be inoperative. If a court of competent jurisdiction rules that any provision set forth in this Agreement is unenforceable, then such provision shall be deemed modified to the extent that, in the court's opinion, is necessary to make it enforceable. The remainder of the Agreement shall remain valid and shall continue to bind the parties.

28. BROKER'S FEES. Each party warrants to the other that it has not incurred nor will it incur any liability for brokerage fees, finder's fees, agents' commissions, or other similar forms of compensation in connection with this Agreement or any transaction that

this Agreement contemplates.

29. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding and inure to the benefit of each of the parties and its permitted successors and assigns.

30. **NOTICES.** Each party shall give in writing by personal delivery or by U.S. mail any notice or communication that such party may or must give under this Agreement or with respect to it. Such notice shall be deemed to have been given or made when personally delivered or deposited in the U.S. mail, first class, certified or registered, postage prepaid, return receipt requested, directed to the respective parties as follows:

(a) Notices to Café Puree, Inc., shall be addressed to: CAFÉ PUREE, INC.,

PO Box 5387
Lancaster, PA 17606

(b) Notices to Co-Packer shall be addressed to: K. HEEPS, INC.

Address: 5239 Tilghman Street Allentown, PA 18104

Manufacturing: 721 North 17th Street Allentown, PA 18104

Either party may, from time to time by notice given in accordance with this Section 30, advise the other of changes of address or additional addresses for the giving of notices.

31. **WAIVER.** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision of this Agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition, or provision.

32. **ENTIRE AGREEMENT.** This Agreement, together with any Exhibits attached to this Agreement, contains all of the terms, warranties, representations, agreements, covenants, conditions, and provisions the parties have agreed upon with respect to the subject matter of this Agreement and merges and supersedes all prior agreements, understandings, and representations relating to such subject matter. This Agreement shall not be altered or changed except by a writing that an authorized officer or representative of each party signs.

33. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to conflicts of law rules. The courts of the Commonwealth of Pennsylvania, to the personal jurisdiction of which each party voluntarily submits, shall have exclusive jurisdiction over any dispute arising out of the construction, interpretation, or enforcement of this Agreement.

34. **INTERPRETATION.** This Agreement shall be construed as a whole in

accordance with the fair meaning of its language and, regardless of who is responsible for its original drafting, shall not be construed for or against either party. The captions of the various sections of this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, each party has executed this Agreement on the day and year first above written.

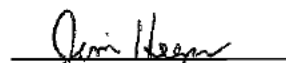


Agent for Café Pure, Inc.

Name: David Marks

Title: President

Date: June 29, 2016



Agent for K. Heeps, Inc.

Name: Jim Heeps

Title: President

Date: June 29, 2016

Exhibit A

Pureed Meats, Vegetables, Fruits, Breakfast, Specialties, Parfaits:

Roasted Turkey
Baked Ham
Savory Roast Beef
Beef Patty
Glazed Carrots
Corn on the Cob
Garden Broccoli
Fruit Cup
Sliced Peach
Pineapple
Scrambled Egg
Bacon Strips
Waffle
Home-style Bread

Country Style Pork
Herbed Fish Fillet
Southern Style Chicken
Meat Variety Pack
Country Style Green Beans
Seasoned Peas
Vegetable Variety Pack
Mixed Berries
Sliced Pear
Fruit Variety Pack
Sausage Link
Maple Cinnamon French Toast
Breakfast Variety Pack
Cheese Pizza

Macaroni and Cheese
Apple Cobbler
Lemon Cheesecake
Dessert Variety Pack
Pancake

Spaghetti and Meat Sauce
Strawberry Cheesecake
Chocolate Mint Patty
Breakfast Bread Variety Pack