

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re

North Pacific Cannery & Packers, Inc.,
Hermiston Foods, LLC, and NPCP Quincy,
LLC,

Debtors.

Case No. 19-62584-pcm11
LEAD CASE

(Jointly Administered with Case
Nos. 19-33102-pcm11 and
19-33103-pcm11

**NOTICE OF DEADLINE TO FILE
CLAIMS RELATING TO REJECTED
EXECUTORY CONTRACTS AND
LEASES**

PLEASE TAKE NOTICE that **April 30, 2020** (the “Rejection Claim Bar Date”) is the deadline for filing Proofs of Claim against North Pacific Cannery & Packers, Inc. (formerly known as NORPAC Foods, Inc.) (“NORPAC”), Hermiston Foods, LLC, and NPCP Quincy, LLC (formerly known as Quincy Foods, LLC), debtors and debtors-in-possession (“Debtors”) relating to rejected executory contracts and leases.

PLEASE TAKE FURTHER NOTICE that the April 30, 2020 Rejection Claim Bar Date applies to claims arising from the rejection of the executory contracts and leases listed on **Attachment A** (the “Rejection Claims”), attached hereto.

The form on which a Rejection Claim is to be filed is attached hereto.

PLEASE TAKE FURTHER NOTICE that a Rejection Claim must be completed and electronically filed at <https://www.kccellc.net/norpacfoods> or submitted so that it is **RECEIVED** on or before the April 30, 2020 Rejection Claim Bar Date at the following address:

NORPAC Foods Claims Processing Center
c/o KCC
222 N. Pacific Coast Highway Suite 300
El Segundo, CA 90245

PLEASE TAKE FURTHER NOTICE that if any creditor fails to file a Rejection Claim on or before the April 30, 2020 Rejection Claim Bar Date, then such Rejection Claim shall be barred and the creditor holding such Rejection Claim may not participate in any distribution in this Chapter 11 case on account of such Rejection Claim.



DATED this 1st day of April, 2020.

TONKON TORP LLP

By /s/ Michael W. Fletcher

Albert N. Kennedy, OSB No. 821429
Timothy J. Conway, OSB No. 851752
Michael W. Fletcher, OSB No. 010448
Ava L. Schoen, OSB No. 044072

ATTACHMENT A

LIST OF REJECTED EXECUTORY CONTRACTS AND LEASES

Name of Contract Counterparty	Address	Contract Name / Description
A&T Hammond, Inc. Db Monterey Food Ingredients	PO Box 2564, Monterey CA 93942	Broker Agreement
Acosta Sales & Marketing, Boise	9465 W. Emerald St., Suite 200, Boise ID 83704	Broker Agreement
Acosta Sales & Marketing, Cincinnati	Three Crowne Point, Suite 300, Cincinnati OH 45241	Broker Agreement 10.12.19
Acosta Sales & Marketing, Cincinnati	Three Crowne Point, Suite 300, Cincinnati OH 45241	Broker Agreement Revised
Acosta Sales & Marketing, Colorado	12100 E. Liff Avenue, Suite 400, Aurora CO 80014	Broker Agreement
Acosta Sales & Marketing, Hawaii	98-027 Hekaha St., Bldg 3, Unit 29&30, Aiea HI 96701	Broker Agreement
Acosta Sales & Marketing, Northern California	5735 W. Las Positas Blvd., Suite 300, Pleasanton CA 94588	Broker Agreement
Acosta Sales & Marketing, Oregon	12438 SE Capps Road, Clackamas OR 97015	Broker Agreement
Acosta Sales & Marketing, Seattle	12438 SE Capps Road, Clackamas OR 97015	Broker Agreement
Acosta Sales & Marketing, Southern California	915 W. Imperial Highway, Brea CA 92821	Broker Agreement
Acosta Sales & Marketing, Spokane	10305 E. Montgomery Drive, Spokane Valley WA 99206	Broker Agreement
Acosta Sales & Marketing, Utah	2010 South Milestone Drive, Suite A, Salt Lake City UT 84104	Broker Agreement
Acosta, Inc. Hawaii	6600 Corporate Center Parkway, Jacksonville FL 32216	Broker Agreement
Advantage Sales & Marketing #491	PO Box 1135, Jackson MS 39215	Broker Contract effective 7.1.18 (#491)
Advantage Sales & Marketing #491	PO Box 1135, Jackson MS 39215	Broker Contract Attachment B Revised
Advantage Waypoint LLC D/B/A/ Waypoint #002	13521 Prestige Place, Tampa FL 33635	Broker Agreement, effective 3/1/19
AFLAC	1932 WYNNTON RD, COLUMBUS GA 31999-0797	Voluntary employee benefit program services (NORPAC Foods, Hermiston Foods, Quincy Foods)
AFS Solutions	PO Box 53573, Phoenix AZ 85072- 3573	Cloud License & Support for Sales Discovery reporting for sales team
Aliments G Gratton, Inc.	3635 Boul Grande Allee, Boisbriand QC J7H 1H5	Broker Agreement
ALK Technologies, Inc	PO Box 204769, Dallas TX 75320- 4769	Software License & Support for PC Miler for Transportation team
American Blue Ribbon Holdings	14A Gill Street, Woburn MA 01801	Customer Contract Letter
Americold Logistics, LLC	Americold - Fremont, PO Box 350, Fremont NE 68026	Warehouse Liability Memorandum Agreement effective as of June 1, 2016
Ampac	25366 Network Pl, Chicago IL 60673- 1253	Supply Agreement, dated May 28, 2015
Ansberry Sales LLC	820 Park Row , Pmb 415, Salinas CA 93901	Broker Agreement
AP Technology	5973 Avenida Encinas Suite 140, Carlsbad CA 92008	Software License & Support for check writing software AP & CPS
Apex Sales & Marketing, Inc.	4647 North 32nd Ave., Suite 190, Phoenix AZ 85018	Broker Contract Signed
Apex Sales & Marketing, Inc.	4647 North 32nd Ave., Suite 190, Phoenix AZ 85018	Broker Contract Attachment B Revised
AT&T Mobility	1025 Lenox Park Blvd NE, Brookhaven GA 30319	AT&T Corporate Digital Advantage Agreement

Name of Contract Counterparty	Address	Contract Name / Description
Avantis	Aveva Group PLC, High Cross, Madingley Road, Cambridge UK CB3 OHB	Software License & Support Agreement- Company Amendment 3.24.10, Software License & Support Agreement 5.16.04. MRO software for Quincy
B C T, Inc.	3301 NW Lower River Rd., Vancouver, WA 98660	Parking Lease Agreement dated April 1, 2018 between NORPAC as landlord and B C T, Inc., a Delaware corporation as lessee for a portion of the property located at 2210 Madrona Ave. SE, Salem, OR 97302 for the purpose of parking semi tractors.
B&G Foods North America	4 Gatehall Drive, Suite 110, Parsippany NJ 07054	2019/2020 Season Contract (#10221, 8/5/19)
B&G Foods North America	4 Gatehall Drive, Suite 110, Parsippany NJ 07054	2019/2020 Season Contract (#10220, 8/5/19)
B&G Foods North America	4 Gatehall Drive, Suite 110, Parsippany NJ 07054	2019/2020 Season Contract (#10219, 8/5/19)
B&G Foods North America	4 Gatehall Drive, Suite 110, Parsippany NJ 07054	2019/2020 Season Contract (#10218, 8/5/19)
B&G Foods North America	4 Gatehall Drive, Suite 110, Parsippany NJ 07054	2019/2020 Season Contract (#10208, 7/25/19)
B&G Foods North America	4 Gatehall Drive, Suite 110, Parsippany NJ 07054	2018/2019 Season Contract (#10142, Reissue Date 7/25/19)
B&G Foods North America	4 Gatehall Drive, Suite 110, Parsippany NJ 07054	2018/2019 Season Contract (#10158, 7/15/18)
B&G Foods North America	4 Gatehall Drive, Suite 110, Parsippany NJ 07054	2018/2019 Season Contract (#10159, 7/15/18)
B&G Foods North America	4 Gatehall Drive, Suite 110, Parsippany NJ 07054	2018/2019 Season Contract (#10160, 7/15/18)
B&G Foods North America	4 Gatehall Drive, Suite 110, Parsippany NJ 07054	2018/2019 Season Contract (#10161, 7/15/18)
B&G Foods North America	4 Gatehall Drive, Suite 110, Parsippany NJ 07054	2018/2019 Season Contract (#10143, 7/7/18)
Basin Truck Rentals	PO Box 5508, George WA 98824	Quincy Truck Lease
BC Frozen Foods	33920 Lougheed Hwy, Mission BC V2V 4H7	Wax Beans
Big Boy Restaurants	1 Big Boy Drive, Warren MI 48091	Customer Contract Letter
Biomerieux	PO Box 500308, St Louis MO 63150-0308	Vidas Analyzer Lease Agreement
Blackford Brokerage	PO Box 7629, Shawnee Mission KS 66207	Broker Agreement
Boardman Foods	71320 E Columbia Lane, Boardman OR 97818	Onions
Bono's Pit Bar-B-Q	10645-200 Philips Highway, Jacksonville FL 32256	Customer Contract Letter
Brault Irrigation	10201 Howell Prairie Rd. NE, Salem, OR 97305	Agreement between NORPAC and Brault Irrigation for irrigation services at Debtors' Brooks location.
Brault, Inc.	5844 Keene Rd. NE, Gervais, OR 97026	Agreement between NORPAC and Brault, Inc. whereby Brault, Inc. manages Debtors' vegetable byproduct at Debtors' Brooks location.
Brecon	189 Hymus Blvd. #406, Pointe-Claire QC H9R 1E9	Edamame 73
Brian Berry	865 Cheryl St., Aumsville, OR 97325	Farm Lease dated April 15, 2017 between NORPAC as landlord and Brian Berry as lessee for 19.5 farmable acres in Marion County.
Brinker International- Chili's	6820 LBJ Freeway, Dallas TX 75240	Customer Contract Letter
Brinker International- Maggiano's	6820 LBJ Freeway, Dallas TX 75240	Customer Contract Letter
Brown's Chicken, LLC	55 E. Park Blvd., Villa Park IL 60181	Customer Contract Letter

Name of Contract Counterparty	Address	Contract Name / Description
Buddy's bar-b-q	5806 Kingston Pike, Knoxville TN 37919	Customer Contract Letter
Bureau Of Reclamation	1150 North Curtis Rd., Boise ID 83706	Field 1 Irrigation
Bureau Of Reclamation	1150 North Curtis Rd., Boise ID 83706	Field 13 Irrigation
Bureau Of Reclamation	1150 North Curtis Rd., Boise ID 83706	Field 7 Irrigation
Bush's Fried Chicken	201 South Lakeline Blvd., Suite 401, Cedar Park TX 78613	Supplier Contract
C.W. Shasky & Associates Ltd	2880 Portland Drive, Oakville ON L6H 5W8	Broker Agreement
Cajun Operating Company d/b/a/ Church's Chicken	990 Hammond Drive NE, Suite 220, Atlanta GA 30328	Amendment to Supply Agreement (dated June 21, 2019)
Calpine Energy Solutions, LLC	24220 Network Pl, Chicago IL 60673-1242	Fixed Volume Electricity, June 19, 2013
Captain D's, LIC	624 Grassmere Park Drive, Suite 30, Nashville TN 37211	Customer Contract Letter
Carlos O'Kelly's	1877 N. Rock Road, Wichita KS 67206	Customer Contract Letter
Catrina Pulido & Adam Sullivan	9589 52nd Ave., Salem OR 97305	Rental Agreement
Cebro	2100 Orestimba Rd, Newman CA 95360	Tomatoes
Ch2O	8820 Old Hwy 99 SE, Olympia WA 98501	Water Treatment Service Agreement
Charles Masson Inc.	186 Sutton Place, Suite 138, Beaconsfield QC H9W 5S3	Broker Agreement
Chuck-A-Rama Buffets, Inc.	64 East 6400 South, Murray UT 84104	Customer Contract Letter
Cintas	310 2nd Street NE, East Wenatchee WA 98802	Rental Agreement
Cintas Corporation	29536 A Airport Rd, Eugene OR 97405	National Rental Agreement, June 1, 2019
Coffee & Bagel Brands	555 Zang Street, Suite 300, Lakewood CO 80228	Customer Contract Letter
Cryo-Trans Inc	500 Rdeland Ct Suite 305, Owings Mill MD 21117	Lease Revision; Sublease Arrangement
Cryo-Trans Inc	PO Box 487, 500 Redland Court, Suite 305, Owings Mills MD 21117-0487	Lease Original & Revised Railcar Lease
D & T Sales And Marketing	1820 First Ave., South, Suite Q, Irondale AL 35210	Broker Contract Signed
D & T Sales And Marketing	1820 First Ave., South, Suite Q, Irondale AL 35210	Broker Contract Attachment B Revised
D. A. Davidson & Co.	701 5th Ave., Suite 4050, Seattle WA 98104	Engagement Agreement dated May 18, 2018
Dan Reynolds	6698 Road R NW, Quincy WA 98848	Packaging By-Product Agreement
Darden Restaurants	1000 Darden Center Drive, Orlando FL 32837	Customer Contract Letter
Datavision Communications/Gervais Telecom	489 3rd Street, Gervais OR 97026	NORPAC Foods, Inc. Quincy circuit
Datavision Communications/Gervais Telecom	489 3rd Street, Gervais OR 97026	NORPAC Foods, Inc. Hermiston circuit
Datavision Communications/Gervais Telecom	489 3rd Street, Gervais OR 97026	NORPAC Foods, Inc. Salem Truck Shop facility (all telecom services)

Name of Contract Counterparty	Address	Contract Name / Description
David A. McDonald and Susette L. McDonald	POB 88, Canby, OR 97013	Lease Agreement dated January 1, 2018 between NORPAC as landlord and David A. McDonald and Susette L. McDonald as lessee for 745 farmable acres in Marion County adjacent to Debtors' processing plant in Brooks, Oregon.
Day Wireless	PO Box 22169, Milwaukie OR 97269	Communication System Agreement
Daymon Worldwide	PO Box 3801, Carol Streat IL 60132	Broker Contract Signed
Daymon Worldwide	PO Box 3801, Carol Streat IL 60132	Broker Contract Attachment B Revised
Dejarnette	45 82nd Drive, Suite 49, Gladstone OR 97027	Broker Contract Signed
Dejarnette	45 82nd Drive, Suite 49, Gladstone OR 97027	Broker Contract Attachment B Revised
Del Mar	1720 W Beach Rd, Watsonville CA 95077	Strawberries 3706
Del Mar	1720 W Beach Rd, Watsonville CA 95077	Strawberries 3720
Dickinson	1205 E Iron Eagle, Eagle ID 83616	Potatoes
Dickinson	1205 E Iron Eagle, Eagle ID 83616	Rosemary Potato
Disney Worldwide Services, Inc. ("Disney")	500 Buena Vista St, Burbank CA 91521	Blanket Purchase Agreement (dated as of 7/3/19)
Disneyland	P.O. Box 10000, Lake Buena Vista FL 32830	Customer Contract Letter (dated January 30, 2019)
Dot Foods Canada, Inc.	PO Box 192, Mt. Sterling IL 62353	Letter of Understanding
Eat Fit Go	8877 S. 137th Circle, Omaha NE 68138	Customer Contract Letter (dated April 29, 2018)
Eckert Cold Storage	905 Clough Rd, Escalon CA 95320	Peppers 3772
Eckert Cold Storage	905 Clough Rd, Escalon CA 95320	Peppers 3767
Eckert Cold Storage	905 Clough Rd, Escalon CA 95320	Peppers 3770
Eckert Cold Storage	905 Clough Rd, Escalon CA 95320	Peppers 3771
El Pollo Loco	3535 Harbor Blvd., Suite 100, Costa Mesa CA 92626	Customer Contract Letter
Elam Farms	Wendy Coates, 3802 Ogle St. SE, Salem, OR 97317	Land Lease dated April 1, 2017 between NORPAC as landlord and Elam Farms as lessee for 12 farmable acres in Marion County situated between Debtors' Stayton plant site and Ida Street.
Expor San Antonio	PMB 551, 10801 Alpharetta Hwy Suite 208, Roswell GA 30076-1474	Broccoli 7023
Expor San Antonio	500 Sun Valley Dr, Roswell GA 30076	Broccoli 3811
Expor San Antonio	500 Sun Valley Dr, Roswell GA 30076	Broccoli 3044
Expor San Antonio	PMB 550, 10800 Alpharetta Hwy Suite 208, Roswell GA 30076-1474	Broccoli 3817
Expor San Antonio / ROCA Food Sales, Inc.	500 Sun Valley Drive, Roswell GA 30076	Co-Packer Agreement, June 1, 1997
Fairbanks Service	8383 NE Sandy Blvd, Portland OR 97220	Truck Scale Calibration Agreement
Famous Dave's of America	12701 Whitewater Drive, Suite 200, Minnetonka MN 55343	Customer Contract Letter
Fazoli's System Management, LLC	2470 Palumbo Dr., Lexington KY 40509	Customer Contract Letter
Fekkes Heifer Ranch	2720 Badger Pocket Rd, Ellensburg WA 98926	Packaging By-Product Agreement (Road P location)
Fekkes Heifer Ranch	2720 Badger Pocket Rd, Ellensburg WA 98926	Packaging By-Product Agreement (Dodson Road location)
Focus Sales & Marketing	620 Enterprise Drive, Oak Brook IL 60523	Broker Contract Signed
Focus Sales & Marketing	620 Enterprise Drive, Oak Brook IL 60523	Broker Contract Attachment B Revised

ATTACHMENT A

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Case 19-62584-pcm11 Doc 721 Filed 04/01/20

Name of Contract Counterparty	Address	Contract Name / Description
Fp Mailing Solutions	140 N Mitchell Court, Suite 200, Addison IL 60101-5629	Customer Agreement
Freshly, Inc.	8704 Bollman Pl., Savage MD 20763	Customer Contract Letter (dated August 26, 2019)
Friendly's Ice Cream, LLC	1855 Boston Rd, Wilbraham MA 01095	Customer Contract Letter
Fry Foods	99 Maule Road, Tiffin OH 44883	BB Onions
General Mills	PO Box 1113, Minneapolis MN 55440	Sales Contract
George Dent Sales, Inc.	323 W. Glenlord Rd, Suite B, St. Joseph MI 49085	Broker Agreement
Global Food Exchange, LLC	24 Central Avenue, Bells TN 38006	Broker Agreement
Gordon Food Service, Inc.	PO Box 2825, Grand Rapids MI 49548	Master Purchasing Agreement (dated 9/1/2019)
Gordon Food Service, Inc.	PO Box 2825, Grand Rapids MI 49548	Category Addendum (dated 9/1/2019)
GPM International, Inc.	808 West Emma Avenue, Springdale AR 72764	Broker Agreement
Graffiti Foods	333 Outerbelt Street, Columbus OH 43213	Customer Contract Letter (dated April 22, 2019)
Hendricks Farms, Inc.	POB H, Stayton, OR 97383	Agreement dated January 1, 2015 between NORPAC as landlord and Hendricks Farms, Inc. as lessee for 293 farmable acres in Marion County.
Huddle House, Inc.	3655 Southside Industrial Pkwy, Suite 103, Atlanta GA 30354	Customer Contract Letter (dated August 8, 2019)
Ignasio Garay	2521 Road J NW, Quincy WA 98848	Rental Agreement
ILHA Formosa Holdings Limited	264-298 Castle Peak Road, Nan Fung Centre, Room 2101A, Tsuen Wan N.T.	Broker Agreement
Impact Group #389	590 W. North Short Drive, Hartland WI 53029	Broker Agreement
Impact Sales & Associates Minnesota #063	5572 Smetana Drive, Minnetonka MN 55343	Broker Agreement
Inform Brokerage #182	2280 Holdom Avenue, Burnaby BC V5B 4Y5	Broker Agreement
Information Resources, Inc. (IRi)	150 N. Clinton Street, CHICAGO IL IL 60661-1416	Market Research Services and/or Analytical Consulting
Integra Supply	13489 SE Johnson Rd., Portland, OR 97222	Agreement between NORPAC and Integra Supply whereby Integra Supply buys Debtors' used totes at all its locations.
Intertape Polymer Group	100 Paramount Drive, Suite 300, Sarasota FL 34232	Supply Agreement
J.G. Neil & Co - OR	6552 SE Lake Road, Milwaukie OR 97222	Broker Agreement
J.G. Neil & Co - WA	21517 84th Avenue South, Kent WA 98032	Broker Agreement
J.R. Simplot Company	Attn Accounts Payable, PO Box 9168, Boise ID 83707	Master Supply Agreement dated as of July 1, 2017
J.R. Simplot Company	Attn Accounts Payable, PO Box 9168, Boise ID 83707	Amendment [No. 1] to Master Supply Agreement dated as of April 1, 2018
J.R. Simplot Company	Attn Accounts Payable, PO Box 9168, Boise ID 83707	Amendment No. 2 to Master Supply Agreement dated as of April 1, 2019
Jag Food Sales Inc	PO Box 877, Coarsegold CA 93614	Broker Agreement
Key Technology, Inc.	PO Box 95213, Chicago IL 60694- 5213	Manufacturer of food processing equipment: conveying, processing and sorting for processing plants
KeyImpact Sales & Systems	7115 Amigo Street, Suite 180, Las Vegas NV 89119	Broker Agreement

Name of Contract Counterparty	Address	Contract Name / Description
Keyimpact Sales & Systems, Inc. - NV	95 Connecticut Drive, Burlington NJ 8016	Broker Agreement
Roch Associates, Inc.	363 Froyer Drive NE, Marietta GA 30066	Broker Agreement
Labatt Food Service	4500 Industry Park Drive, Post Office Box 2140, San Antonio TX 78297	Food Services Rebate Program Agreement (signed 8/21/19)
Landry's Inc.	1510 West Loop South, Houston TX 77027	Customer Contract Letter
Larsen's Creamery	16940 SE 130TH, CLACKAMAS OR 97015	Butter 4311
Lineage Logistics, LLC	PO Box 101389, Pasadena CA 91189-1389	Agreement for Frozen Food Storage between Terminal Freezers, Inc. (Lineage Logistics) and NORPAC Foods, Inc., dated April 1, 2007 [BROOKS]
Lineage Logistics, LLC	PO Box 101389, Pasadena CA 91189-1389	Easement by NORPAC Foods, Inc. and joined by Terminal Freezers, Inc. (Lineage Logistics), effective April 1 2007 [BROOKS]
Lineage Logistics, LLC	PO Box 101389, Pasadena CA 91189-1389	Extension of Operating Lease between NORPAC Foods, Inc. and Terminal Freezers, Inc. (Lineage Logistics), dated April 1, 2007 [SALEM]
Lineage Logistics, LLC	PO Box 101389, Pasadena CA 91189-1389	Extension Restated Agreement for Frozen Food Storage between Terminal Freezers, Inc. (Lineage Logistics) and NORPAC Foods, Inc., dated April 1, 2007 [SALEM]
Lineage Logistics, LLC	PO Box 101389, Pasadena CA 91189-1389	Lease by and between NORPAC Foods, Inc. and Terminal Freezers, Inc. (Lineage Logistics), dated April 1, 2007 [BROOKS]
Lineage Logistics, LLC	PO Box 101389, Pasadena CA 91189-1389	Operating Lease between NORPAC Foods, Inc. and Terminal Freezers, Inc. (Lineage Logistics) dated March 1, 2005 [SALEM]
Lineage Logistics, LLC	PO Box 101389, Pasadena CA 91189-1389	Restated Agreement for Frozen Food Storage between Terminal Freezers, Inc. (Lineage Logistics) and NORPAC Foods, Inc., dated March 1, 2005 [SALEM]
Lineage Logistics, LLC	PO Box 101389, Pasadena CA 91189-1389	Utilities and Access Agreement by and between NORPAC Foods, Inc. and Terminal Freezers, Inc. (Lineage Logistics), dated April 1, 2007 [BROOKS]
Lineage Logistics, LLC	80 Columbia Way, Quincy WA 98848	Warehouse Agreement (Fort Worth and Mira Loma)
Lund Food Holdings, Inc.	7752 Mitchell Rd., Eden Prairie MN 55344	Customer Contract Letter
Mama Fu's	512 Riverside Suite #250, Austin TX 78704	Customer Contract Letter
Marbran	200 S 10th St, Suite 1104, Mcallen TX 78501	Broccoli
Mark Lewis Farms	7512 Little Rd. SE, Aumsville, OR 97325	Agreement between NORPAC and Mark Lewis Farms whereby Mark Lewis Farms manages Debtors' vegetable byproduct at Debtors' Stayton location.
Massey Fair, Batory Foods Inc.	3850 Regency Crest Dr., Dallas TX 75041	Broker Agreement
Motion Industries	2375 McGilchrist St, SE, Salem OR 97302	Original Purchasing Agreement
Motion Industries	2375 McGilchrist St, SE, Salem OR 97302	Amendment, Extention
Mya/Bww Sales Dbw Impact Sales	1052 Peruque Crossing Court, Suite C, O'Fallon MI 63366	Broker Agreement
National Frozen Foods	188 Sturdevant Rd, Chehalis WA 98532	Carrots
National Frozen Foods	188 Sturdevant Rd, Chehalis WA 98532	Lima Beans
National Frozen Foods	188 Sturdevant Rd, Chehalis WA 98532	Squash

Name of Contract Counterparty	Address	Contract Name / Description
Ned Baker Real Estate	2339 State St., Salem, OR 97301	Property Management Agreement dated April 23, 2018 between NORPAC as owner and Ned Baker Real Estate as exclusive agent for the rental, lease, operation and management of real property located at 9909 50th Ave. NE, Salem, OR 97305 and 725-727 W. High St., Stayton, OR 97383.
Nestle Canada Inc	25 Sheppard Ave. West, North York M2N 688	Quantity Contract (4615313016) dated 7/19/2019 - Black Beans
Nestle USA	PO Box 5805 , Troy MI 48807-5805	Quantity Contract (4615270070) dated 5/2/2019 - Green Beans, Carrots
Nestle USA	PO Box 5805 , Troy MI 48807-5805	Quantity Contract (4615313015) dated 7/19/2019 - Beans and Lentils
Newton Northwest, Inc.	PO Box 367, Concrete WA 98237	Broker Agreement
Noon International LLC	5506 6th Avenue South, Suite 101, Seattle WA 98108	Broker Agreement
Norsun Food Group, Inc.	Dickinson/Norsun Pkr 519, Pasco WA 99302-3320	Co-Packer Agreement, Aug 8, 2000
North Star Dairy	12786 Hwy 28 W, Quincy WA 98848	Packaging By-Product Agreement
Northland Capital Financial Services LLC	PO Box 7278, 333 33Rd Ave South, St. Cloud MN 56301	Harvester Power Unit & Corn Head Lease Agreement
Oregon Potato	1900 W 1st Ave, Warden WA 99302	Onions
Oregon Spice	13320 NE Jarrett St, Portland OR 97230	Dry Mix 4321
PAC/GRO & Associates, LLC	1670 Riviera Ave , Suite 100, Walnut Creek CA 94596	Broker Agreement
Pacific Metal Fab	311 Chambers St., Eugene, OR 97402	Solar Lease Agreement dated August 13, 2012 between NORPAC as host and Pacific Metal Fab as lessee for a portion of the land located 4755 Brooklake Road, Salem, OR 97305 for the operation of a solar powered electrical generation facility.
Pacific Office Automation Inc	7913 W Grandridge Blvd, Kennewick WA 99336	Printer/Copier Lease (signed 3.23.17)
Pacific Security	2009 Iron St, Bellingham WA 98225-4211	Security Services Contract
Panda Restaurant Group, Inc.	1683 Walnut Grove Ave., Rosemead CA 91770	Customer Contract Letter
Paul D. Scott	1692 Madrona St. SE, Salem OR 97302	Retention Agreement dated February 4, 2019.
Perkins & Marie Callender's, LLC	6075 Poplar Avenue, Memphis TN 38119-4709	Customer Contract Letter (dated December 17, 2018)
Perkins & Marie Callender's, LLC	6075 Poplar Avenue, Memphis TN 38119-4709	Customer Contract Letter (dated June 26, 2019) [Asparagus Spears]
Portland General Electric Co	PO BOX 3340, Portland OR 97208-3340	Transformer Rentals
R & R Sales & Marketing	PO Box 1908, Saginaw MI 48605	Broker Agreement
Real Mex Restaurants	5660 Katella Ave., Suite 200, Cypress CA 90630	Customer Contract Letter
Reese Group	7920 Beltline Rd., Suite 540, Dallas TX 75254	Broker Agreement
Reese Group (West Texas)	PO Box 607, Gruver TX 79040	Broker Agreement
Ricoh Usa Inc	70 Valley Stream Parkway , Malvern PA 19355	Printer/Copier Lease (signed 12.8.14)
Ricoh Usa Inc	70 Valley Stream Parkway , Malvern PA 19355	Printer/Copier Lease (signed 7.2.15)
Riedman Hauling Inc	39851 HWY 226, SCIO OR 97374	Harvest/Hauling services agreement

Name of Contract Counterparty	Address	Contract Name / Description
Ritchie Marketing, Inc. - IN #099	3883 36th Street SE, Grand Rapids MI 49512	Broker Agreement
Ritchie Marketing, Inc. - KY	3883 36th Street SE, Grand Rapids MI 49512	Broker Agreement
Ritchie Marketing, Inc. - MI #103	3883 36th Street SE, Grand Rapids MI 49512	Broker Agreement
Ritchie Marketing, Inc. - W.PA & WV	3883 36th Street SE, Grand Rapids MI 49512	Broker Agreement
Robert And Matt Hauptmann	12494 Dieckman Ln., Aumsville OR 97325	Rental Agreement
Robin Gilmer	11826 Stayton Road, Stayton OR 97383	Rental Agreement
Roy Vela	39389 Shelburn Dr., Scio OR 97374	Rental Agreement
Royal Dairy	11792 Rd 12.5 SW, Royal City WA 99357	Packaging By-Product Agreement
Ru-Ben Dairy LLC	8808 State Route 283, Ephrata WA 98823	Packaging By-Product Agreement
Ruth's Hospitality Group, Inc.	1030 W. Canton Avenue, Suite 100, Winter Park FL 32789	Customer Contract Letter
Safety Clean	2600 North Central Expressway Ste 400, Ricahrdson TX 75080	Services Agreement
Schurter Ag Services, Inc.	6541 Torvend Rd NE, Silverton OR 97381	2019 Sweet Corn Harvesting Equipment Lease Contract
Schurter Harvesting, Inc.	10520 Sunnyview Rd NE, Salem OR 97317	Willamette Valley Pea Harvest Contract 2016-2020
Securitas Security Services Usa, Inc.	PO Box 57220, Los Angeles CA 90074-7220	Security Services Contract
Shoney's	9720 Parkside Dr., Knoxville TN 37922	Customer Contract Letter
Shorty's Bar-B-Q	9150 SW 87th Ave, Miami FL 33176	Customer Contract Letter
Simplot-RDO, LLC	Attn Accounts Payable, PO Box 9168, Boise ID 83707	Amended and Restated Adoption Agreement entered into as of May 23, 2019
Smith Frozen Foods	101 Depot Road, Weston OR 97886	Petite Peas
Sonny's Real Pit BBQ	850 Concourse Parkway S., Suite 150, Maitland FL 32751	Customer Contract Letter
Spring Creek Restaurant Ltd.	2430 West Interstate 20, Suite 100, Arlington TX 76017	Customer Contract Letter
Stayton Auto Wreckers	Dennis Silbernagel, 200 Jeeters Way, Stayton, OR 97383	Land Lease dated April 15, 2017 between NORPAC Foods, Inc. ("NORPAC") as landlord and Stayton Auto Wreckers as lessee for .23 acres next to Jeeters Way in Marion County.
Stayton Fire District	POB 8, Stayton, OR 97383	Ground Lease dated March 1, 1996 between NORPAC as landlord and Stayton Fire District as lessee for a fire and rescue training facility in Marion County.
Steritech (Western Exterminator)	PO Box 872830, Vancouver WA 98687	Pest Control Operating Contract
Stockade Companies, LLC	323 Royal Oaks Drive, Maryville TN 37801	Customer Contract Letter
Superior	275 Westgate Dr, Watsonville CA 95076	Strawberry Puree
Superior	275 Westgate Dr, Watsonville CA 95076	Broccoli
Superior	275 Westgate Dr, Watsonville CA 95076	SS Peas
The Core Group - OR	14544 Central Ave #42, Chino CA 91710	Broker Agreement
The Pizza Ranch, Inc.	204 19th St., Orange City IA 51041	Customer Contract Letter

Name of Contract Counterparty	Address	Contract Name / Description
Tim and Betty Bielenberg	11314 Mill Creek Rd., Aumsville, OR 97325	Farm Lease dated April 15, 2017 between NORPAC as landlord and Tim and Betty Bielenberg as lessee for 191 farmable acres in Marion County.
Tim and Betty Bielenberg	11314 Mill Creek Rd., Aumsville, OR 97325	Farm Lease dated January 1, 2015 between NORPAC as landlord and Tim and Betty Bielenberg as lessee for 46 farmable acres in Marion County.
Tim Bielenberg	11314 Mill Creek Rd., Aumsville, OR 97325	Irrigation Agreement dated January 1, 2017 between NORPAC and Tim Bielenberg wherein NORPAC provides water from its vegetable processing plant to Tim Beilenberg for irrigation purposes.
Todd Baker	11238 Stayton Rd., Stayton OR 97383	Rental Agreement
Tom Downs Livestock	2486 Adams Rd N, Quincy WA 98848	Packaging By-Product Agreement
Tom Fery	11528 Stayton Rd. SE, Stayton, OR 97383	Agreement between NORPAC as lessee and Tom Fery as landlord for the rental of 82 acres by NORPAC for the application of processed water.
Tomra Sorting Inc	875 Embarcadero Drive, West Sacramento CA 95605	Blueberry Sorting Rental Agreement
Townsend Farms, Inc	Dept LA 24288, Pasadena CA 91185-4288	Co-Packer Agreement, July 21, 2000
Trend Marketing	PO Box 22768, Tampa FL 33622	Broker Agreement
Trinidad Benham Corp	3650 S Yosemite Street, Suite 300, Denver CO 80237	Black Beans 4416
Trinidad Benham Corp	3650 S Yosemite Street, Suite 300, Denver CO 80237	Black Beans/Small Reds 4415
Trinidad Benham Corp	3650 S Yosemite Street, Suite 300, Denver CO 80237	Navy Beans 4414
Tungsten Network Inc	PO Box 535146, Atlanta GA 30353-5146	Cloud Services Provider allowing EDI integration with Nestle
United Energy Trading, LLC	PO Box 837, Bismark ND 58502-0837	Sale of Natural Gas
Ventura Foods	26259 NETWORK PL, CHICAGO IL 60673-1262	Margarine 4322
Ventura Foods	26260 NETWORK PL, CHICAGO IL 60673-1263	Margarine 4356
VERIFRACT LLC	DBA REDZONE PRODUCTION SYSTEMS LLC, 1680 MERIDIAN AVE SUITE 402, MIAMI BEACH FL 33139	Software Services Agreement
Vlm Foods Usa	8 the Green, Suite 6152, Dover DE 19901	Edamame 4069
Vlm Foods Usa	8 the Green, Suite 6152, Dover DE 19901	Baby Cob 3492
Vlm Foods Usa	8 the Green, Suite 6152, Dover DE 19901	Bamboo Shoots
Vlm Foods Usa	8 the Green, Suite 6152, Dover DE 19901	Peppers 4466
Walt Disney World	P.O. Box 10000, Lake Buena Vista FL 32830	Customer Contract Letter (dated January 30, 2019)
Wawona	100 West Alluvial, Clovis CA 93611	Fruit 7100
Wawona Frozen Foods	1000 W Alluvial Ave, Clovis CA 93611	Co-Packer Agreement, June 1, 1998
West Farms	POB 42, Crabtree, OR 97335	Agreement between NORPAC and West Farms whereby West Farms composts Debtors' vegetable waste.
Willamette Valley Fruit	2994 82nd Ave NE, Salem OR 97305	Strawberries

Name of Contract Counterparty	Address	Contract Name / Description
Winkler Ihm	PO Box 68, Dale IN 47523	Broker Agreement
World Choice Investments, LLC	3849 Parkway, Pigeon Forge TN 37863	Customer Contract Letter
WRC, Confederated Tribes of Grand Ronde	71 SW Oak ST, Suite 100, Portland OR 97204	Mutual Access Agreement
Xerox	PO Box 660501, Dallas TX 75266-0501	Lease Agreement, dated 11/6/14 (Quincy)

United States Bankruptcy Court for the District of Oregon
Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)
<input type="checkbox"/> NORPAC Foods, Inc. (Case No. 19-62584) <input type="checkbox"/> Hermiston Foods, LLC (Case No. 19-33102) <input type="checkbox"/> Quincy Foods, LLC (Case No. 19-33103)

Official Form 410 Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents**; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?	Name of the current creditor (the person or entity to be paid for this claim) _____ Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Country _____ Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Country _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ _ _ _

7. How much is the claim? \$ _____ Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name _____
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City State ZIP Code Country

Contact phone _____ Email _____

Official Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

04/19

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

NORPAC Foods Claims Processing Center
c/o KCC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

Alternatively, your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/norpacfoods>.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivery health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or you may view a list of filed claims in this case by visiting the Claims and Noticing and Agent's website at <http://www.kccllc.net/norpacfoods>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing that bankruptcy estate.
11 U.S.C. § 503

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity to who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. §101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Do not file these instructions with your form.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.