**COLE SCHOTZ P.C.**
Michael D. Sirota
Warren A. Usatine
Ryan T. Jareck
Daniel J. Harris
Matteo Percontino
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
rjareck@coleschotz.com
dharris@coleschotz.com
mpercontino@coleschotz.com

*Proposed Counsel to the Debtors*
*and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

| | |
|---|---|
| In re: | Chapter 11 |
| FRESHREALM, INC., *et al.*,[1] | Case No. 26-14656 (MEH) |
| Debtors. | (Joint Administration Requested) |

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING (A) THE REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (B) ABANDONMENT OF ANY PERSONAL PROPERTY, EACH EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number are: FreshRealm, Inc. (8505); FreshRealm Holdings, Inc. (1563); IHEC, LLC (8728); FreshRealm HR, LLC (7221); and FreshRealm Texas, LLC (8263). The location of FreshRealm, Inc.'s principal place of business and service address is: 901 W Linden Ave, Linden, NJ 07036.

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state the following in support of this motion (this "Motion"):[2]

**Relief Requested**

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"): (i) authorizing the Debtors to (a) reject an executory contract (the "Contract") identified on and the unexpired leases and sublease for non-residential real property (each a "Lease" and collectively, the "Leases") identified on Schedule 1 to the Order (the "Rejection Schedule") and (b) abandon certain equipment, fixtures, furniture, or other personal property that may be located at the premises covered by the Leases (collectively, the "Personal Property"), and (ii) granting related relief.

**Jurisdiction and Venue**

2. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors confirm their consent to the Court's entry of a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

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[2] A description of the Debtors and their business, as well as the facts and circumstances supporting this Motion and giving rise to the Debtors' chapter 11 cases, is set forth in greater detail in the *Declaration of Bryan Fleming, Chief Financial Officer of the Debtors and Senior Director of Alvarez & Marsal North America, LLC in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated by reference herein. Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.

4. The bases for the relief requested herein are sections 105(a), 365(a), and 554 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 9013-1 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey, dated August 1, 2025 (the "Bankruptcy Local Rules").

**Background**

5. The Debtors are one of the country's leading producers, distributors, and marketers of premium quality, primarily branded, packaged food products, driven by their mission: "Fresh Food to Everyone, Every Day, Everywhere." The Debtors were founded in 2013 and became an independent company in 2021 to create fresh meal destinations that cater to busy and healthier consumer lifestyles. Their innovative approach to meal delivery and meal programs, strategic milestones, and platform development has positioned the Debtors as leaders in the fresh food supply chain solutions industry.

6. On April 27, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors also have filed a motion contemporaneously herewith requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their assets as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

7. Information regarding the Debtors' history and business operations, capital structure and primary secured indebtedness, and the events leading up to the commencement of the chapter 11 cases can be found in the First Day Declaration, which is incorporated herein by reference.

**Contract and Leases to Be Rejected**

8. In the weeks immediately preceding these chapter 11 cases, the Debtors, with the assistance of their advisors, undertook a comprehensive review of their contracts and leases to identify those contracts and leases that are no longer necessary for the Debtors' business operations, will not be assumed and assigned as part of any sale or restructuring process, and that are otherwise financially burdensome on the Debtors' estates. Each of the Contract and Leases fall into one or more of these categories. Thus, the Debtors have determined that rejecting such Contract and Leases is an appropriate exercise of their business judgment and in the best interest of their estates, as rejection allows the Debtors to avoid potentially incurring further costs and expenses that would only undermine their efforts to minimize costs and maximize value of their estates for the benefit of creditors.

9. The rejection of the Contract and Leases is critical for the Debtors to efficiently divest and monetize assets and administer their estates during the pendency of these chapter 11 cases. The Debtors have identified a contract that is no longer relevant to their business operations. The Debtors have analyzed the terms of such contracts and determined that such Contract does not provide any material benefit to their estates, would not likely be assumed and assigned in connection with any sale process, and accordingly, should be rejected to cut off the potential incurrence of additional administrative costs or expenses associated with the Contract during the pendency of these chapter 11 cases.

10. The Debtors also identified five (5) Leases and one (1) sublease, for facilities located in Newark, NJ ("Newark Lease"), Montezuma, GA ("Montezuma Lease"), Indianapolis, IN ("Indianapolis Lease"), San Clemente, CA ("San Clemente Lease"), and Richmond, CA (the "Richmond Lease") which do not provide material benefits and are burdensome to the Debtors'

estates (the "Rejected Premises").[3] Prior to the Petition Date the Debtors surrendered each of the Rejected Premises to the respective landlords and delivered keys, key codes, lockbox codes, and/or security codes, as applicable.[4] In addition, prior to the filing of this Motion, the Debtors sent correspondence to all of the landlords informing them of the Debtors' unequivocal surrender and abandonment of the Rejected Premises, and delivery of any keys, key codes, and security codes, as applicable.

11. The Debtors previously sought to market the Montezuma Lease, Indianapolis Lease, and San Clemente Lease for several months, but were unable to locate a suitable sublease on economically beneficial terms. Thus, these locations remain a financial burden on the Debtors' estates. In addition, all of the five (5) leases are no longer in operational use, no longer needed or contemplated for the Debtors' continued operations, and/or would not likely be assumed and assigned in connection with any sale.

12. With respect to the Newark Lease specifically, the Debtors are party to a sublease (the "Sublease") pursuant to which the subtenant occupies the entirety of the leased premises. The Sublease incorporates the terms of the Newark Lease, and is subject thereto, in all respects. The Sublease also expressly provides that if the primary lease terminates that the Sublease shall terminate and the Parties shall be relieved from all liabilities and obligations thereunder. Thus, once the Debtors lose their rights and interest in the Newark Lease, the Sublease terminates, and

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[3] The Debtors closed their facility and vacated the premises under the Montezuma Lease on or before October 24, 2025, but have not received an acknowledgment from the landlord for lease termination. The Debtors also closed their facility and vacated the premises under the San Clemente Lease and Indianapolis Lease on or about April 1, 2026 and March 27, 2026, respectively. In addition, notice of early termination pursuant to the terms of the Richmond Lease was sent more than one year ago, but the landlord has not acknowledged the lease termination. Out of an abundance of caution to the extent these leases have not already been terminated, the Debtors seeks to reject these lease as of the Petition Date.

[4] The Newark Lease is subject to a sublease discussed below pursuant to which the Rejected Premises were surrendered, but the keys are in the possession of the subtenant.

the subtenant loses its rights and interests to remain absent the subtenant reaching an agreement with the master landlord. Although the Debtors marketed the Newark Lease, given the market conditions, they were unable to find a subtenant on financially beneficial terms and therefore entered into a sublease at the then market rate to reduce their net loss. The Sublease provides for rental payments of less than one-third of the total cost to the Debtors of the Newark Lease.

13. Both the master landlord and subtenant under the Newark Lease and Sublease were on notice of the Debtors' surrender of the premises prior to the Petition Date. Requiring the Debtors to maintain the Newark Lease for the benefit of the subtenant would be inequitable and a significant economic burden on the Debtors' estates. Similarly, allowing the master landlord under the Newark Lease to maintain an economic windfall based on the existence of the Sublease would be inequitable, particularly, where here, the Debtors have already surrendered their interest in the Newark Lease and consent to termination of the Newark Lease thereby terminating the Sublease and allowing the parties to negotiate a direct relationship. Based on these circumstances, the Debtors are requesting that both the Newark Lease and the Sublease be rejected effective as of the Petition Date, irrespective of the subtenant's continued occupancy as a tenant at sufferance.

**Personal Property to Be Abandoned**

14. The Debtors submit that any personal property remaining at the Rejected Premises is either of inconsequential value to the Debtors' estates or that the costs to the Debtors of retrieving, marketing, and reselling the personal property will exceed the recoveries, if any, that the Debtors and their estates could reasonably obtain in exchange for such property. For the avoidance of doubt, the Debtors seek to abandon such personal property pursuant to section 554 of the Bankruptcy Code.

15. Accordingly, to reduce postpetition administrative costs, and in the exercise of the Debtors' sound business judgment, the Debtors believe that the abandonment of the Personal Property as of the Petition Date is appropriate and in the best interests of the Debtors, their estates, and their creditors.

## Basis for Relief

### I. Rejection of the Leases and Contract Reflects the Debtors' Sound Business Judgment.

16. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may . . . reject any executory contract . . . of the debtor." The decision to assume or reject an executory contract is a matter within the "business judgment" of the debtor. *See Nat'l Labor Relations Bd. v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) ("The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the 'business judgment' test." (citation omitted)); *see also Glenstone Lodge, Inc. v. Buckhead Am. Corp. (In re Buckhead Am. Corp.)*, 180 B.R. 83, 88 (Bankr. D. Del. 1995). Application of the business judgment standard requires a court to approve a debtor's business decision unless the decision is the product of bad faith, whim, or caprice. *See, e.g.*, *In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511–12 (Bankr. D. Del. 2003). Further, "[t]his provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citation omitted).

17. Rejection of a contract is appropriate where such rejection would benefit the estate. *See Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 39–40 (3d Cir. 1989). Upon finding that a debtor has exercised its sound business judgment in determining that rejection of certain contracts is in the best interests of its creditors and all parties in interest, a court should approve the rejection under section 365(a). *See Mission Prod. Holdings,*

*Inc. v. Tempnology, LLC*, 139 S. Ct. 1652, 1658 (2019) (stating that the bankruptcy court will generally approve a debtor's choice to assume or reject an executory contract under the deferential "business judgment rule"); *In re Nickels Midway Pier, LLC*, 332 B.R. 262, 271 (Bankr. D.N.J. 2005), *aff'd in part, rev'd in part and remanded*, 341 B.R. 486 (D.N.J. 2006), *aff'd*, 255 F. App'x 633 (3d Cir. 2007) (stating that a bankruptcy court should defer to a debtor's decision to reject a contract unless it is so unreasonable that the decision could only be based on bad faith or whim); *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 183 (Bankr. D.N.J. 2002) (stating that to satisfy the "business judgment test" for rejecting executory contracts, the debtor must establish that the rejection will benefit the estate); *In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course").

**II. Rejection of the Leases and Contract is in the Best Interest of the Debtors' Estates.**

18. After evaluation and analysis, the Debtors, with the assistance of their advisors, have determined that the Contract and Leases will no longer be of value or benefit to the Debtors, and continuing to be bound to the Contract and Leases would cause significant and unnecessary expenses to be incurred by the estates. The Contract is no longer needed for the Debtors operations and will not be assumed and assigned as part of any sale. The Leases are either financially burdensome, relate to vacant and unutilized facilities, or are not necessary for continued operations. In addition, the Leases will not be assumed and assigned as part of any sale. Therefore, the Contract and Leases are a needless burden to the Debtors' estates, provide no benefit and cannot be efficiently administered by the Debtors' estates during the pendency of these chapter 11 cases.

19. Rejection of the Contract and Leases is well within the Debtors' business judgment and is in the best interest of their estates. The Debtors seek to reject the Contract and Leases,

pursuant to section 365(a) of the Bankruptcy Code, to avoid the incurrence of any additional unnecessary expenses related to the Contract and Leases. Absent rejection, the Debtors believe that the Contract and Leases will continue to burden the Debtors' estates with substantial administrative expenses at a critical time when the Debtors are making concerted efforts to maximize liquidity and preserve the Debtors' estates. Rejecting the Contract and Leases will help increase the Debtors' liquidity and otherwise facilitate the efficient administration of the Debtors' estates.

20. For all of the foregoing reasons, the Debtors have decided, in the sound exercise of their business judgment, to reject the Contract and Leases. Accordingly, the Debtors respectfully request that the Bankruptcy Court authorize the rejection of the Contract and Leases pursuant to section 365(a) of the Bankruptcy Code.

**III. Rejection of the Leases and Contract Effective as of the Petition Date Is Appropriate.**

21. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. *See In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 does not include "restrictions as to the manner in which the court can approve rejection"); *see also In re CCI Wireless, LLC*, 297 B.R. 133, 138 (D. Colo. 2003) (noting that section 365 "does not prohibit the bankruptcy court from allowing the rejection of [leases] to apply retroactively"). Courts have held that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date prior to entry of an order authorizing such rejection where the balance of equities favors such relief. *See In re Thinking Machs. Corp.*, 67 F.3d 1021, 1028–29 (1st Cir. 1995) (stating that "rejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a rejection to operate retroactively"); *In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating "the court's power to grant retroactive relief is derived from the bankruptcy court's

equitable powers so long as it promotes the purposes of § 365(a)"); *CCI Wireless*, 297 B.R. at 140 (holding that a "court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject"); *BP Energy Co. v. Bethlehem Steel Corp. (In re Bethlehem Steel Corp.)*, No. 03-6419, at *3 (S.D.N.Y. Nov. 15, 2002) ("We cannot conclude . . . that a bankruptcy court's assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution."); *see also In re At Home Corp.*, 392 F.3d 1064, 1065–66 (9th Cir. 2004) (holding "that a bankruptcy court may approve retroactively the rejection of an unexpired nonresidential lease").

22. In considering whether to approve retroactive rejection, courts examine a number of factors and generally approve retroactive rejection where it promotes the purposes of section 365(a) of the Bankruptcy Code. *See In re Chi-Chi's, Inc.*, 305 B.R. at 399 ("[T]he court's power to grant retroactive relief is derived from the bankruptcy court's equitable powers so long as it promotes the purposes of § 365(a). . . . only after balancing the equities in a particular case, should the court approve a retroactive rejection of nonresidential lease.").

23. The balance of equities favors rejection of the Contract and Leases effective as of the Petition Date (or such other date as agreed upon with the Contract or Lease counterparty, the "Rejection Date"). Prior to the filing of this Motion, the Debtors informed the landlords to the Leases of their surrender of the Rejected Premises. In addition, contemporaneously with the filing of this Motion, the Debtors will cause notice of this Motion to be served on the counterparties to the Contract and Leases, thereby allowing such party sufficient opportunity to respond accordingly. The Debtors have sought the relief requested at the earliest possible moment in these chapter 11 cases as soon as they determined that the rejection of the Contract and Leases, as of the Petition Date, was in the best interests of their estates.

24. In addition, given that the Debtors are not seeking any performance under the Contract and Leases from and after the Petition Date, the counterparties to the Contract and Leases will not be unduly prejudiced if the rejection is deemed effective as of the Rejection Date. With respect to the Leases specifically, as a result of these prepetition actions and notice of this motion, the relevant landlords are not subject to any uncertainty regarding the Debtors' intent with respect to the Leases. Upon the Petition Date, the affected landlords will be relieved of their own obligations under the Leases, allowing them to cease performance of such obligations and immediately repossess their property or enter into new leases.

25. Moreover, the Debtors have either vacated the Rejected Premises, determined that such Rejected Premises were no longer needed for their continued operations or are financially burdensome, and determined that they do not require the services provided under the Contract. Any postponement of the effective date of the rejection of the Contract or Leases—agreements that do not provide a net benefit to the Debtors' estates in light of Contract and Leases no longer serving a functional purpose—would compel the Debtors to compensate the landlords or contract counterparties, at the estates' expense, for a delay that the Debtors made every effort to avoid and, further, would force the Debtors potentially to incur unnecessary administrative expenses for contracts and leases which provide no benefit to the Debtors' estates. Such an outcome would be inequitable to the Debtors' other stakeholders.

26. Pursuant to section 365 of the Bankruptcy Code, the Debtors seek to effectuate rejection of the Contract and Leases as of the Petition Date, which will occur before the date of an order approving rejection of the Contract and Leases has been entered by the Court. For the reasons set forth above, permitting rejection of the Contract and Leases to occur as of the Petition Date is fair and equitable to all parties in interest, especially where the counterparties to the Contract and

Leases will not be prejudiced thereby. Permitting rejection to occur as of the Petition Date is also consistent with prior rulings in this jurisdiction. *See, e.g.*, *In re Eddie Bauer LLC,* Case No. 26-11422 (SLM) (Bankr. D.N.J. Mar. 3, 2026) (authorizing rejection of executory contracts effective as of the specified prior date, including the petition date)*; In re Del Monte Foods Corporation II, Inc.,* Case No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 5, 2025) (authorizing rejection of unexpired contracts and leases as of the petition date); *In re New Rite Aid, LLC*, Case No. 25-14861 (MBK) (Bankr. D.N.J. May 7, 2025) (same); *In re Sam Ash Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. July 1, 2024) (same); *In re Thrasio Holdings, Inc.*, No. 2411840 (CMG) (Bankr. D.N.J. Apr. 04, 2024) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Mar. 17, 2024) (authorizing rejection of leases effective as of a specified prior date); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Aug. 15, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. Nov. 29, 2023) (same); *In re Cyxtera Techs., Inc.,* No. 23-14853 (JKS) (Bankr. D.N.J. July 19, 2023) (same).[5]

27. Accordingly, the Debtors respectfully submit that the Court should deem the Contract and Leases rejected effective as of the Petition Date.

**IV. Abandonment of Any Personal Property Located at the Rejected Premises is Authorized by Section 554(a) of the Bankruptcy Code**

28. Section 554(a) of the Bankruptcy Code provides that, "[a]fter notice and a hearing, the [debtor] may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a); *see also In re Wilson*, 94 B.R. 886, 888 (Bankr. E.D. Va. 1989) ("It is well settled, however, that a trustee is not obligated to accept onerous or unprofitable property surrendered as part of the estate, and may abandon

[5] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

property that is ‘burdensome’ or ‘of inconsequential value and benefit’ under § 554 of the Code.”) (internal citations omitted). The right to abandon property is virtually unfettered, unless: (a) abandonment of the property will contravene laws designed to protect public health and safety; or (b) the property poses an imminent threat to the public’s welfare. *See In re Midlantic Nat’l Bank*, 474 U.S. 494, 501 (1986). Neither of these limitations is relevant under the instant facts.

29. The Debtors submit that any personal property left at the Rejected Premises is of inconsequential value to the Debtors’ estates, or the costs to the Debtors of retrieving, marketing, and reselling such Personal Property will exceed the recoveries, if any, that the Debtors and their estates could reasonably obtain in exchange for such property. This Court previously approved similar relief in other chapter 11 cases. *See, e.g., In re Del Monte Foods Corporation II Inc.,* Case No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 5, 2025) (authorizing the abandonment of certain personal property of inconsequential value at leased premises); *In New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J. May 7, 2025) (same); *In re Sam Ash Corp.,* No. 24-14727 (SLM) (Bankr. D.N.J. July 1, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. June 18, 2024) (same); *In re David’s Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. May 17, 2023) (same); *In re L’Occitane, Inc.,* No. 2110632 (MBK) (Bankr. D.N.J. Jan. 28, 2021) (same).

30. Accordingly, the Debtors have determined, in the exercise of their sound business judgment, that abandonment of any personal property located at the Rejected Premises will be in the best interest of the Debtors and their estates.

## **Reservation of Rights**

31. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any action taken pursuant to any order granting the relief requested by this Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of,

basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) an admission that any Contract is, in fact, an executory contract or unexpired lease, or enforceable against the Debtors or the Debtors' estates; (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

**No Prior Request**

32. No prior request for the relief sought in this Motion has been made to this Court or any other court.

**Notice**

33. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to Birch Grove Investments LLC; (d) counsel to FaraNord (US) IV Pte Ltd; (e) counsel to the DIP Agent; (f) the office of the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; (i) counterparties to the Leases and Contract on the Rejection Schedule; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that in light of the nature of the relief requested, no other or further notice need be given.

**WHEREFORE**, the Debtors request that the Court enter the Order granting the relief requested herein and such other relief the Court deems appropriate under the circumstances.

Dated: April 27, 2026

*/s/ Warren A. Usatine*

**COLE SCHOTZ P.C.**
Michael D. Sirota
Warren A. Usatine
Ryan T. Jareck
Daniel J. Harris
Matteo Percontino
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
Email: msirota@coleschotz.com
wusatine@coleschotz.com
rjareck@coleschotz.com
dharris@coleschotz.com
mpercontino@coleschotz.com

*Proposed Counsel to the Debtors and Debtors in Possession*

# Exhibit A

## Proposed Order

**UNITED STATES BANKRUPTCY COURT**
**DISTRICT OF NEW JERSEY**

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

**COLE SCHOTZ P.C.**
Michael D. Sirota
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*Proposed Counsel to the Debtors and Debtors in Possession*

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|---|---|
| In re:<br><br>FRESHREALM, INC., *et al.*,[1]<br><br>Debtors. | Chapter 11<br><br>Case No. 26-14656 (MEH)<br><br>(Joint Administration Requested) |

**ORDER (I) AUTHORIZING (A) THE REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (B) ABANDONMENT OF ANY PERSONAL PROPERTY, EACH EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through six (6), is **ORDERED**.

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number are: FreshRealm, Inc. (8505); FreshRealm Holdings, Inc. (1563); IHEC, LLC (8728); FreshRealm HR, LLC (7221); and FreshRealm Texas, LLC (8263). The location of FreshRealm, Inc.'s principal place of business and service address is: 901 W Linden Ave, Linden, NJ 07036.

Upon the Debtors' motion (the "Motion")[2] for entry of an order (this "Order"): (i) authorizing the Debtors to (a) reject an executory contract (the "Contract") and the unexpired leases for non-residential real property (each a "Lease" and collectively, the "Leases") identified on Schedule 1 to the Order (the "Rejection Schedule") and (b) abandon certain equipment, fixtures, furniture, or other personal property that may be located at the premises covered by the Leases (collectively, the "Personal Property"), and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this

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

Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** as set forth herein.

2. Pursuant to section 365 of the Bankruptcy Code, each of the Contract and Leases set forth on **Schedule 1** attached hereto is rejected effective as of the Petition Date (the "Rejection Date").

3. The Debtors shall not be liable for any administrative expenses arising after the Rejection Date with respect to the Contract and Leases on the Rejection Schedule.

4. The Debtors may agree with an affected Contract or Lease counterparty, through written confirmation (which may be by e-mail through counsel), to alternative Rejection Dates later than the dates set forth in the Rejection Schedule.

5. The Debtors do not waive any claims that they may have against any counterparty to the Contract or Leases, whether such claims arise under, are related to the rejection of, or are independent of the Contract or Leases.

6. Nothing herein shall prejudice any party's rights to assert that the Contract or Lease are not, in fact, executory within the meaning of section 365 of the Bankruptcy Code.

7. The Debtors are authorized, but not directed, to remove or abandon any of the Debtors' personal property (such property, other than Hazardous Material and PII, each as defined below, the "Personal Property") that may be located at the Rejected Premises; *provided, however*, that the Debtors shall promptly remove from the Rejected Premises any of the Debtors' personal property or other assets that contain and/or consist of (i) any hazardous or toxic substances or

materials (as such terms are defined under applicable law) to the extent they are required to do so under applicable law (the "Hazardous Material"), and (ii) any "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code (the "PII").

8. Any Personal Property located at the Rejected Premises is deemed abandoned pursuant to section 554 of the Bankruptcy Code, both as is and free and clear of all liens, claims, encumbrances, interests, and rights of third parties, effective as of the Petition Date. The counterparty to the Leases may, in its sole discretion and without further notice or order of this Court, utilize and/or dispose of such Personal Property (other than the Hazardous Material and PII) without notice or liability to the Debtors or third parties. The automatic stay, to the extent applicable, is modified to allow for such disposition.

9. Nothing herein shall prejudice the rights of the Debtors to argue that any of the Contract or Leases were terminated prior to the Petition Date, or that any claim for damages arising from the rejection of the Contract or Leases is limited to the remedies available under any applicable termination provision of such contract, or that any such claim is an obligation of a third party, and not that of the Debtors or their estates.

10. Claims, if any, arising out of the rejection of a Contract or Leases must be filed on or before the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, if any, and (ii) thirty days after the date of entry of this Order. The Debtors shall serve a copy of this entered order upon the counterparties to the Contract and Leases set forth on Schedule 1 within one day of entry of this Order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection of such Contract or Lease.

11. Notwithstanding anything to the contrary herein, nothing contained in the Motion or any actions taken pursuant to this Order granting the relief requested by the Motion is intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority of, or validity of any particular claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. Nothing contained in this Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim on account of such claim not being paid.

12. Notwithstanding Bankruptcy Rule 2002(a)(2), to the extent applicable, the Debtors may limit service of the Motion only to the core service list and affected creditors. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

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

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

15. Notwithstanding anything in the Bankruptcy Rules or the Bankruptcy Local Rules, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

## Schedule 1

### Rejected Contract and Leases

| No. | Debtor Counterparty | Rejection Counterparty | Contract Description | Location Address | Surrender Date | Rejection Effective Date | Abandoned Property |
|---|---|---|---|---|---|---|---|
| 1 | FreshRealm, Inc. f/k/a FreshRealm LLC | 302 Airport Drive, LLC<br>4300 Church Rd.<br>Sauget, IL 62207 | Office/ Warehouse Lease | 200-303 Airport Dr.<br>Montezuma, GA 31063 | 10/24/2025[1] | 4/27/2026 | Miscellaneous FF&E |
| 2 | FreshRealm, Inc. f/k/a FreshRealm LLC | CRE-Provender Indianapolis, LLC<br>c/o Procore Plus, L.L.C.<br>1600 Newport Center Dr. Suite 140<br>Newport Beach, California 92660 | Lease Agreement | 3120 North Post Rd.<br>Indianapolis, IN 46226 | 4/14/2026[2] | 4/27/2026 | Miscellaneous FF&E |
| 3 | FreshRealm, Inc. f/k/a FreshRealm LLC | Calle Avanzado LPIV 7 LLC<br>2442 Dupont Drive<br>Irvine, CA 92612<br>Attention: Jacob LeBlanc | Lease Agreement | 1330 Calle Avanzado<br>San Clemente, CA 92673 | 4/7/2026[3] | 4/27/2026 | Miscellaneous FF&E |
| 4 | FreshRealm, Inc. | Capgemini America, Inc.<br>79 Fifth Avenue, 3rd Fl.<br>New York, NY 10003 | Master Services Agreement and SOW | N/A | N/A | 4/27/2026 | N/A |

[1] This property was vacated and surrendered in October 2025. Out of an abundance of caution to the extent the lease has not been terminated, the Debtors seek to reject this Lease as of the Petition Date.

[2] This property was vacated and surrendered on April 14, 2026. Out of an abundance of caution to the extent the lease has not been terminated, the Debtors seek to reject this Lease as of the Petition Date.

[3] This property was vacated and surrendered on April 7, 2026. Out of an abundance of caution to the extent the lease has not been terminated, the Debtors seek to reject this Lease as of the Petition Date.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 5 | FreshRealm, Inc. | D & A Deals, LLC<br>714 Atkins Ave.<br>Brooklyn, NY 11208 | Sublease Agreement | Ports Newark 8201<br>158 Mt. Olivet Ave.<br>Newark, NJ 07114 | 4/27/2026 | 4/27/2026 | Miscellaneous FF&E |
| 6 | FreshRealm, Inc. | Dreisbach Enterprises, Inc.<br>2530 East Eleventh Street<br>Oakland, CA 94601<br>Attn: Jason Dreisbach<br>jason@dreisbach.com<br>Dreisbach Enterprises, Inc.<br>575 Maritime Street<br>Oakland, CA 94607 | Lease Agreement | 3151 Regatta Blvd., B60<br>Richmond, CA 94804 | 1/13/2026[4] | 4/27/2026 | N/A |
| 7 | FreshRealm, Inc. | MMM Consumer Brands Inc. c/o Prologis<br>One Meadowlands Plaza<br>Metropolitan Center<br>Suite 100<br>East Rutherford, NJ 07073 | Lease Agreement | Ports Newark 8201<br>158 Mt. Olivet Ave.<br>Newark, NJ 07114 | 4/27/2026 | 4/27/2026 | Miscellaneous FF&E |

[4] The Debtors sent notice of early termination pursuant to the terms of the Richmond Lease more than one year ago, but the landlord has not acknowledged the lease termination. Out of an abundance of caution to the extent the lease has not been terminated, the Debtors seek to reject this Lease as of the Petition Date.