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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) APPROVING THE SETTLEMENT BETWEEN THE DEBTORS AND BLUE APRON PURSUANT TO BANKRUPTCY RULE 9019, (II) APPROVING THE SALE OF ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS AND ENCUMBRANCES, (III) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER AN ASSET PURCHASE AGREEMENT, (IV) AUTHORIZING THE DEBTORS TO ENTER INTO A TRANSITION SERVICES AGREEMENT, (V) APPROVING THE PROCEDURES AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (VI) AUTHORIZING THE DEBTORS TO REJECT CERTAIN AGREEMENTS, AND (VII) 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 (collectively, the "Debtors") state as follows in support of this motion (the "Motion"):[2]

Preliminary Statement

1. The Debtors, which were founded in 2013 and ultimately spun off as independent companies in 2021, have established a sophisticated food development, manufacturing, and fulfillment business. As opposed to other innovative food businesses that constructed a single-use infrastructure, the Debtors built a shared services platform that allows fixed costs, expertise, and capacity to be leveraged across multiple customers and many channels simultaneously. That strategy justified the Debtors' substantial investment in physical infrastructure, supply chain intelligence, commercial development, and culinary expertise that set them apart from individual brands unable to justify that level of investment.

2. The Debtors' growth trajectory accelerated significantly with the June 2023 acquisition of the production and fulfillment operations of Blue Apron Holdings, Inc. ("Blue Apron"). Pursuant to that acquisition, the Debtors entered into a 10-year production and fulfillment agreement with Blue Apron that made the Debtors the exclusive supplier of Blue Apron's meal kits. Today, the Debtors fulfill approximately 60,000 boxes of meal kits and prepared meals each week to Blue Apron customers. Blue Apron sales, in turn, account for approximately 75% of the Debtors' total revenue.

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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 Brian Fleming, Chief Financial Officer of the Debtors and Senion 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 defined in this Motion have the meaning ascribed to them in the First Day Declaration, elsewhere in this Motion, or the Settlement Agreement (as defined below).

3. As set forth in the First Day Declaration, in early 2025 the Debtors' market-driven liquidity constraints were exacerbated by receipt of contaminated material from suppliers that led to several recalls and operational challenges. Despite the Debtors' best efforts to appropriately address the food quality and safety issues arising from those recalls, the lost margin and related impacts from multiple product incidents, customer-related impacts (including lost business from key legacy customers and a significant lost prospective customer opportunity), and the hard costs incurred in connection with response and remediation efforts, quickly depleted the cash infusions from capital raises. This eliminated the benefits the Debtors were experiencing from their transformation plan.[3]

4. While the Debtors were addressing ongoing recall activity and proactively rationalizing their costs, the Debtors began experiencing challenges with their business relationship with Blue Apron. Commencing in April 2025 and leading up to the commencement of the above-captioned chapter 11 cases (the "Chapter 11 Cases"), Blue Apron asserted that the Debtors breached certain obligations under the PFA (as defined below) based, among other things, on food quality and safety failures associated with the recalls. Blue Apron issued a notice of termination of the PFA and sought to replace the Debtors as the exclusive provider of Blue Apron's meal kits.[4] Although Blue Apron cited to numerous instances of alleged material defaults by the Debtors, the food quality and safety issues that resulted in recalls was the principal factor that led to Blue Apron's asserted termination, the merits of which the Debtors dispute.

3 The Debtors' transformation strategy, led by Alvarez & Marsal beginning in October 2025, included SG&A organizational changes, facilities consolidation and plant closures, and material optimization strategies related to procurement, distribution, and logistics.

4 As set forth below, the Debtors and Blue Apron have since entered into tolling agreements to expressly reserve all rights, claims and defenses, including, but not limited to, the validity of the Termination Notice (as defined below), with the tolling period set forth in the latest of such agreements set to expire on May 4, 2026.

5. The Debtors and Blue Apron thereafter engaged in settlement discussions to resolve the outstanding issues and asserted termination of the PFA. While those good faith discussions were ongoing between the Debtors and Blue Apron, the Debtors began engaging with their key creditor constituents, including their prepetition lenders (the "Prepetition Lenders") and Blue Apron, on a holistic restructuring solution to obtain much-needed liquidity. At the same time, Blue Apron engaged in discussions with Misfits Market, Inc. ("Misfits Market") to transition the Blue Apron production and fulfillment business from FreshRealm to Misfits Market.

6. Throughout those discussions, it became clear that the Debtors were faced with two potential divergent paths. First, the Debtors could pursue a section 363 sale process whereby the Debtors would market its Blue Apron-related assets for sale in a competitive auction process with Misfits Market, Inc. ("Misfits Market") potentially serving as the stalking horse bidder. Alternatively, the Debtors could pursue a Rule 9019 settlement, whereby the Debtors would resolve with Blue Apron all potential claims and disputes surrounding the PFA, in exchange for cash consideration being paid by Blue Apron and entry into a transition services arrangement with Misfits Market pursuant to which Misfits Market would provide services necessary to bridge to a permanent production and fulfillment solution, a bridge which was essentially financed with the consideration that Blue Apron is providing under the Settlement Agreement.

7. The Debtors and their key creditor constituencies brought certain core objectives to the table as they discussed the commencement of these Chapter 11 Cases. The Debtors required additional liquidity to prosecute a Chapter 11 case and fund the administrative costs necessary to normalize the Debtors' relationships with their trade partners. The Prepetition Lenders, before agreeing to providing additional funding, sought to better understand how the Debtors would pursue an orderly Chapter 11 case with a viable exit strategy. Lastly, Blue Apron was not prepared

to provide financial accommodations and funding in furtherance of the Debtors' Chapter 11 Cases without a resolution of the ongoing disputes under the PFA, and a seamless transition of the services the Debtors had historically provided under the PFA to a new fulfillment provider of Blue Apron's choosing.

8. In light of Blue Apron's stated (and, indeed, understandable) position, the Debtors analyzed the potential obstacles to proceeding with a section 363 sale process for its Blue Apron related assets. The pursuit of that alternative path necessarily would require expensive and uncertain litigation with Blue Apron wherein the Debtors would have needed to successfully challenge Blue Apron's asserted termination of the PFA, pursue emergent equitable relief to ensure the PFA remained intact during the Chapter 11 Cases, and proceed to market and sell the Blue Apron-related business with the "cloud" of competing claims and uncertainty attendant thereto.

9. Irrespective of the Debtors' belief in the merits of their position in the Blue Apron dispute, it was evident to the Debtors that while that litigation proceeded, the negative impact on the Debtors' business and cash flow would be devastating. By way of example, during the pendency of the litigation, the Debtors expected Blue Apron to assert contractual setoff and recoupment rights that would prevent the Debtors from receiving approximately $5 million in receivables from Blue Apron concerning certain "end of life" products (*i.e.* products that have been discontinued or phased out). In addition, even assuming the Debtors prevailed in the PFA termination litigation and could compel Blue Apron's performance under the PFA, Blue Apron would be required to perform only pursuant to the strict terms of the PFA, which includes 10-day payment terms. Without Blue Apron continuing to provide daily relief to the Debtors in the form of zero-day payment terms (as it had during much of the pre-petition tolling period), the Debtors' liquidity profile would have been negatively impacted. Moreover, and perhaps most importantly,

the Debtors expected that it would be difficult to convince any lender of a new DIP financing facility to support a strategy that required a new money DIP financing investment (i) in the face of litigation adverse to Blue Apron (and the unknowable outcome thereof), including providing the incremental costs necessary to pursue such litigation, and (ii) with the potential for a sale of the Blue Apron business embroiled in litigation, which could jeopardize the a lender's chances of realizing a repayment of any such DIP financing, particularly given the reality of the negative cash flow of the Blue Apron business during the pendency of such litigation. Indeed, in a contested case with Blue Apron, it is likely that the DIP financing sizing required to fill the lack of financial accommodations that Blue Apron is providing under the Settlement Agreement would have materially increased, and the Debtors were not confident they could obtain such financing.

10. Given the significant obstacles described above, the Debtors, in their reasonable business judgment, elected to pursue a settlement with Blue Apron at the outset of these Chapter 11 Cases. By this Motion, the Debtors seek approval of an integrated settlement and sale transaction that forms the backbone of these Chapter 11 Cases and facilitates the Debtors' goal of maximizing the value of their assets for the benefit of all stakeholders. Absent approval of this settlement and related transactions with Blue Apron and Misfits Market within thirty-one (31) days of the Petition Date, the Debtors will not have continued access to debtor-in-possession financing, the Debtors' operations will cease and they will be left with no option but to convert these Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code.

11. The Motion seeks several forms of relief. First, the Debtors seek approval of a Settlement Agreement dated April 27, 2026 (the "Settlement Agreement") between FreshRealm, Inc. ("FreshRealm") and Blue Apron pursuant to Bankruptcy Rule 9019 of the Bankruptcy Rules (as defined below). Through the Settlement Agreement, the Debtors and Blue Apron will resolve

all disputes arising under and relating to that certain Production and Fulfillment Agreement between FreshRealm and Blue Apron (the "PFA") and various other agreements that govern the parties' relationship. Under the Settlement Agreement, in exchange for, among other things, a seamless transition of the production and fulfillment business to Misfits Market, Blue Apron has agreed to pay the Debtors' estates approximately $42 million in consideration, payable as (i) $10 million in cash on the Effective Date (defined below) and (ii) $32 million through fifteen (15) deferred cash payments payable over 15 months.

12. Moreover, pursuant to the Settlement Agreement, Blue Apron has agreed to continue to pay FreshRealm on "Net 0 terms" from the date of Blue Apron's receipt of an invoice from FreshRealm, which will provide the Debtors with the crucial liquidity required to bridge to the consummation of the value maximizing transaction described herein. In addition, Blue Apron has agreed to pay the Debtors approximately $5.1 million in contractual "end of life" payments and address substantial remediation costs at the end of the lease term at the Debtors' Linden, New Jersey facility. Upon the Effective Date (as defined therein) of the Settlement Agreement, Blue Apron has also agreed to waive payment on account of (i) its allowed general unsecured claim against the Debtors' estates (currently estimated to approximate $8.8 million) for asserted misship payments owed to Blue Apron and (ii) any administrative claims which accrue postpetition on account of misship payments owed to Blue Apron. In sum, the Settlement resolves significant and ongoing uncertainties with respect to the Agreements and avoids immediate and costly litigation that would threaten to derail the Chapter 11 Cases.

13. Second, the Debtors seek authority to enter into a set of transactions (the "Sale Transaction") by which the Debtors will (i) in order to facilitate the transition described in the TSA, sell the Acquired Assets and the Assumed Liabilities (each as defined in the APA) to Misfits

Market in exchange for $1 dollar in consideration (in addition to the Debtors' costs that Misfits Market will be responsible for under the TSA), free and clear of all Encumbrances (as defined in the APA) pursuant to section 363 of the Bankruptcy Code, (ii) transition the production and fulfillment operations from FreshRealm to Misfits Market for the benefit of Blue Apron on terms and conditions reasonably acceptable to Misfits Market and Blue Apron, and (iii) provide transition services to Misfits Market and Blue Apron (almost entirely at Misfits Markets and Blue Apron's cost) through and including August 31, 2026 as set forth in the TSA (defined herein). The Settlement Agreement, the APA and the TSA are inextricably-linked, insofar as Blue Apron would not have entered into the Settlement Agreement absent an orderly transition of the relevant production and fulfillment operations, and represent key components of the Debtors' value-maximizing strategy in these cases that will facilitate the orderly administration of the Debtors' assets for the benefit of all stakeholders.

14. Third, the Debtors seek to reject the Agreements (defined herein), other than the Sublease for the Linden Facility (the "Rejected Agreements"), as there is no need for the Debtors to continue performing under the Agreements following entry of an order approving the Debtors' entry into the Settlement Agreement, the APA, and the TSA.

15. Fourth, the Debtors seek authority to approve procedures (the "Assumption and Assignment Procedures") for the potential assumption and assignment of certain executory contracts and unexpired leases related to the TSA and Sale Transaction (collectively, the "Pending Contracts") as set forth on Schedule D to the TSA. The Assumption and Assignment Procedures will (a) allow the Debtors and counterparties to the Pending Contracts (the "Contract Counterparties") the opportunity to reconcile cure obligations, if any, in accordance with section

365 of the Bankruptcy Code; and (b) provide notice and an opportunity for any Contract Counterparties to object to the assumption and assignment of their contracts or leases.

16. Taken together, approval of the Settlement Agreement, authorization to enter into the APA and the TSA, approval of the Assumption and Assignment Procedures, and authorization to reject the Rejected Agreements provide a comprehensive resolution of the disputes between the Debtors and Blue Apron that will maximize value, avoid costly litigation and the attendant uncertainty, provide for critical liquidity, and advance the efficient and orderly administration of these Chapter 11 Cases.

Relief Requested

17. The Debtors respectfully submit this Motion for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"): (i) approving the Settlement Agreement, a copy of which is attached hereto as **Exhibit B**; (ii) authorizing the Debtors to sell assets under section 363 of the Bankruptcy Code and enter into an asset purchase agreement (the "APA") with Misfits Market, a copy of which is attached hereto as **Exhibit C**; (iii) authorizing the Debtors to enter into a transition services agreement (the "TSA") with Misfits Market, a copy of which is attached hereto as **Exhibit D**; (iv) approving the Assumption and Assignment Procedures related to the Pending Contracts; (v) authorizing the Debtors to reject the Rejected Agreements, effective as of the date the Court enters the Order; and (vi) granting related relief. In support thereof, the Debtors rely upon and incorporate by reference the supporting declaration of Jill Frizzley, a board member of FreshRealm Holdings, Inc. (the "Frizzley Declaration"), a copy of which is attached hereto as **Exhibit E**, and the First Day Declaration.

Jurisdiction and Venue

18. 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 entering 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.

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

20. The bases for the relief requested herein are sections 105, 363, 365 and 1107 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 6003, 6004, and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 6004-1 and 9019-3 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules").

Background

A. General Case Background

21. 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.

22. 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 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.

B. Disputes with Blue Apron

23. The Debtors' relationship with Blue Apron began in June 2023 when the Debtors acquired Blue Apron's production and fulfillment operations (the "Blue Apron Acquisition"). The Blue Apron Acquisition included, among other things, Blue Apron's leasehold interests in its Linden, New Jersey ("Linden Facility") and Richmond, California facilities (the "CA Facility," and together with the NJ Facility, the "Blue Apron Facilities"), furnishings and equipment at the Blue Apron Facilities, certain transferred contracts, and intellectual property.

24. In connection with the Blue Apron Acquisition, the Debtors and Blue Apron also entered into (i) the PFA, pursuant to which the Debtors became the exclusive supplier of Blue Apron's meal kits, (ii) a transition services agreement (the "Blue Apron TSA"), (iii) a technology license agreement (the "TLA"), (iv) a Sublease Agreement and Assignment and Assumption Agreement for each of the Linden Facility and CA Facility, respectively (the "Subleases"), and (iv) a "Blue Apron" brand retail license agreement (the "License Agreement" and together with the PFA, Blue Apron TSA, TLA, and Subleases the "Agreements").

25. As set forth in the First Day Declaration, the Debtors began experiencing market-driven liquidity issues in mid-2024 while seeking to complete a capital raise. In early 2025, the

Debtors' liquidity constraints were exacerbated by receipt of contaminated material from suppliers that led to several recalls and operational challenges with customer-driven requirement changes.

26. On April 9, 2025, Blue Apron provided notice to and asserted that FreshRealm breached certain obligations in the Agreements based, among other things, on food quality and safety failures associated with the recalls. By letter dated December 18, 2025 (the "Termination Notice"), Blue Apron provided notice of its termination of the PFA based on: (i) alleged material breaches previously identified in the April 9, 2025 letter, and (ii) additional alleged material breaches identified in the Termination Notice. Although Blue Apron cited to numerous instances of alleged material defaults by the Debtors, the food quality and safety issues that resulted in recalls was among the key factors that led to Blue Apron's asserted termination.

27. In response, FreshRealm contended that the Termination Notice failed to comply with the PFA's notice and cure requirements with respect to the alleged "material" breaches under the PFA. FreshRealm further asserted that (i) the alleged conduct did not constitute a "material breach" of the PFA, (ii) it undertook sufficient actions designed to cure the alleged breaches previously identified, and (iii) Blue Apron failed to strictly comply with the PFA's notice provisions.

28. Ancillary to the termination dispute, FreshRealm and Blue Apron also asserted competing claims relating to several operational and financial matters arising under their Agreements, including alleged Misship Payments (as defined in the Settlement Agreement), the End of Life Product Payments (as defined in the Settlement Agreement), and remediation obligations at the Linden Facility.

29. FreshRealm and Blue Apron thereafter engaged in settlement discussions to resolve the outstanding issues and the Termination Notice. While those discussions were ongoing,

FreshRealm and Blue Apron entered into a series of tolling agreements to expressly reserve all rights, claims and defenses, including, but not limited to, the validity of the Termination Notice, with the tolling period under the most recent of such agreements set to expire on May 4, 2026. At the same time, Blue Apron engaged in discussions with Misfits Market to transition the Debtors' Blue Apron-related business from FreshRealm to Misfits Market pursuant to a separate agreement between Blue Apron and Misfits Market.

30. The termination dispute between the Debtors and Blue Apron created – and continues to create – material uncertainty regarding the parties' ongoing rights and obligations under the Agreements, including the effect of the PFA's eighteen-month tail provision and the loss of exclusivity during that period. In addition, the PFA grants Blue Apron broad recoupment and setoff rights, which create a material risk that Blue Apron could withhold payments during a contested dispute and further impair the Debtors' liquidity position. Lastly, the ongoing disputes with Blue Apron concerning the PFA negatively affected financial support to and investment in the Debtors' business.

31. Facing a significant dispute with Blue Apron and limited liquidity, FreshRealm examined the potential claims that could be asserted against Blue Apron and determined that litigation with Blue Apron would be a time-consuming and costly endeavor that could expose the Debtors' estates to significant liquidity pressure and impose substantial cost and outcome risks. In light of those considerations, the Debtors pursued and achieved a negotiated resolution with Blue Apron that resolves all outstanding disputes in a single, comprehensive compromise. The structure of the Settlement Agreement is designed to stabilize liquidity, reduce the risk to the Debtors' stakeholders, and avoid protracted litigation that would impair value at the beginning of these Chapter 11 Cases.

Settlement Agreement

32. As set forth more fully in the Settlement Agreement, the key provisions of the Settlement are summarized below:

Provision of Settlement Agreement	**Description**
Continued Tolling Through Effective Date	FreshRealm and Blue Apron agree that the rights, claims and defenses preserved by the most recent of the tolling agreements among FreshRealm and Blue Apron (including, but not limited to, rights, claims and defenses relating to the validity of the Termination Notice), shall be further tolled until the Effective Date on the same terms and conditions.
Bankruptcy Court Approval	FreshRealm shall seek entry of an order in form and substance acceptable the Parties approving (a) the Settlement Agreement, (b) the TSA, and (c) the APA (the "Approved Order"). Unless earlier waived in writing by mutual agreement of the Parties, the Settlement Agreement shall automatically terminate if (a) the Approval Order is not entered by the Court within thirty-one (31) days of the Petition Date or (b) the Effective Date has not occurred within forty-six (46) days of the Petition Date.
Modified Payment Terms Under the Agreements	Between the date of execution of the Settlement Agreement and the earlier of (i) the Effective Date or (ii) the Termination Date, Blue Apron shall pay FreshRealm on Net 0 terms from the date of Blue Apron's receipt of an invoice, including any invoice submitted to Blue Apron for End of Life Product Payments.
FreshRealm Misship Payment	Blue Apron shall have an allowed general unsecured claim against the Debtors' estates in the amount of $8,781,824.24[5] (the "Blue Apron Misship GUC") associated with the FreshRealm Misship Payment as of the Petition Date. Any payment that would otherwise be owed to Blue Apron on account of the Blue Apron Misship GUC shall be waived by Blue Apron as additional consideration under the Settlement Agreement. Between the date of execution of the Settlement Agreement and the earlier of (i) the Effective Date or (ii) the Termination Date, Blue Apron shall accrue any and all post-petition FreshRealm Misship Payments and shall be entitled to a claim on account of such payments pursuant to section 503(b)(1) of the Bankruptcy Code (the "Blue Apron Misship Admin Claim"). Upon the Effective Date, Blue Apron shall waive and release the Debtors' estates from the Blue Apron Misship Admin Claim. For the avoidance of doubt, if the Settlement Agreement is terminated pursuant to Section 12 of the Settlement Agreement (a) the Blue

5 This amount is based upon current estimates. The Parties reserve all rights to assert, upon the occurrence of the Termination Date, updates with respect to the amount of the FreshRealm Misship Payment.

Provision of Settlement Agreement	Description
	Apron Misship Admin Claim shall be in full force and effect and (b) FreshRealm shall not contest or otherwise object to the classification of the Blue Apron Misship Admin Claim as an administrative claim under section 503(b)(1) of the Bankruptcy Code; provided, however, FreshRealm reserves all rights to contest or otherwise object to the amount of the Blue Apron Misship Admin Claim under Section 6(c) of the PFA.
End of Life Products	Within (1) business day of the filing of this Motion, Blue Apron shall pay $5,104,878.00 for End of Life Product Payments to the Debtors' estates.
Setoff and Recoupment	Solely during the period from the Execution Date through the earlier of the Termination Date and the Effective Date, Blue Apron waives the right under Section 8(a) of the PFA to withhold, offset, recoup or debit any amounts it owes to FreshRealm, under the PFA or any other Agreement, against any other amount owed to Blue Apron by FreshRealm under the PFA or any other Agreement. For the avoidance of doubt, if the Settlement Agreement is terminated pursuant to Section 12 of the Settlement Agreement, all setoff and other rights waived by Section 7 of the Settlement Agreement shall be reinstated and shall be in full force and effect.
Linden Remediation Costs	Blue Apron and FreshRealm confirm and agree that upon termination of the Sublease at the Linden Facility, (i) FreshRealm shall surrender the Linden Facility premises in good condition (other than ordinary wear and tear) and broom clean, except that FreshRealm shall remove its personal property and trade fixtures and restore any damage caused by that removal; (ii) FreshRealm is not required to remove any alterations or improvements made by Blue Apron to the Linden Facility; and (iii) Blue Apron is solely responsible to remove the alterations that it made to the Linden Facility premises and pay any and all restoration and remediation costs to the landlord at the Linden Facility.
Rejection Damages Claim	On the Effective Date, the Agreements (other than the Sublease as it relates to the NJ Facility) shall be rejected pursuant to section 365 of the Bankruptcy Code. Such rejection shall be expressly approved by the Approval Order. On the Service Transfer Date (as defined in the TSA), the Sublease as it relates to the NJ Facility shall be rejected pursuant to section 365 of the Bankruptcy Code. Except as expressly preserved herein, any and all claims, including rejection damage claims, assertable by Blue Apron with respect to the Debtors' rejection of the Agreements shall be waived and forever released against the Debtors' estates.
Settlement Payment	As additional consideration for the Transition Services and other benefits received by Blue Apron under the Settlement Agreement (a) upon the Effective Date, Blue Apron shall remit to FreshRealm $10,000,000 in

Provision of Settlement Agreement	Description
	Cash, and (b) beginning on the first business day of the first month following the Service Transfer Date (as defined in the TSA), Blue Apron shall pay or cause to be paid to the Agent, for the benefit of the DIP Lenders, $32,000,000 in Cash in 15 equal monthly installments (the "Deferred Payments"), by wire transfer to an account designated by the Agent, for the benefit of the DIP Lenders.
Releases	The Settlement Agreement includes broad mutual releases by and among FreshRealm and Blue Apron.

33. As described herein, the Settlement Agreement contemplates that the Debtors provide for a termination and rejection of the PFA and the other Rejected Agreements and provides for the orderly transition of the Business (as defined in the Settlement Agreement) to Misfits Market. The proposed transition is integral to the overall settlement between FreshRealm and Blue Apron because Blue Apron is paying substantial consideration to the Debtors' estates principally for a seamless transition of the Business to Misfits Market so that it can support Blue Apron's business going forward.

Proposed Sale to Misfits Market

34. Local Rule 6004-1 requires, among other things, that a debtor include the "material terms of a proposed sale" in a sale motion. Set forth below are summaries of the material terms of the proposed sale of the Acquired Assets and Assumed Liabilities to Misfits Market[6] and the TSA with Misfits Market.

Provision of Asset Purchase Agreement	Description
Acquired Assets (Section 2.01)	On the terms and subject to the conditions of this Agreement, at the Closing, in exchange for the consideration under the Settlement and

[6] References to "Seller" in this table refer to FreshRealm, Inc. and references to "Buyer" refer to Misfits Market.

Provision of Asset Purchase Agreement	**Description**
	an aggregate payment from Buyer to Seller equal to the Purchase Price, and pursuant to sections 105, 363, and 365 of the Bankruptcy Code and the Sale Order, Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase, acquire, and accept from Seller, free and clear of all Encumbrances, all of Seller's right, title, and interest in, to, and under the following assets (collectively, the "Acquired Assets"): (a) all inventory, packaging, raw materials, work-in-process, finished goods, supplies, and other tangible personal property that is owned by Seller and is (i) located at the CA Facility or the NJ Facility, and (ii) attributable to Blue Apron or MMM Consumer Brands, Inc. (the "Inventory"); (b) all accounts receivable, trade receivables, notes receivable, and other rights to payment for goods sold or services rendered by Seller, including any security held for such accounts, as set forth on Schedule 2.01(b) (the "Accounts Receivable"); (c) all items of machinery, equipment, and supplies set forth on Schedule 2.01(c) and spare and replacement items therefor (the "Equipment"); (d) all books, records, data, files, and documents, solely to the extent related to the Acquired Assets, if any, if any; and (e) all of Seller's right, title, and interest in, to, and under the Designated Contracts.
Excluded Assets (Section 2.02)	Notwithstanding anything to the contrary in this Agreement, Seller shall retain, and shall not sell, assign, transfer, convey, or deliver to Buyer, and Buyer shall not purchase, acquire, or accept from Seller, any assets of Seller other than the Acquired Assets (collectively, the "Excluded Assets"), including the following: (a) all cash and cash equivalents, bank accounts, deposits, and securities of Seller; (b) all accounts receivable and notes receivable of Seller other than the Accounts Receivable; (c) all real property and interests in real property, including all leases and subleases of real property;

Provision of Asset Purchase Agreement	Description
	(d) all tangible personal property, machinery, equipment, vehicles, furniture, fixtures, and improvements not specifically scheduled on Schedule 2.01(c); (e) all Benefit Plans and related assets, and all employment, consulting, severance, or similar agreements; (f) all personnel records and other records that Seller is required by Law to retain; (g) all Tax refunds, credits, and attributes of Seller; (h) all rights under or arising out of this Agreement; (i) all attorney-client privilege and attorney work-product protections; (j) all intellectual property, domain names, and technology owned by or licensed to Seller; (k) all Contracts to which Seller is a party other than the Designated Contracts; (l) all permits held by Seller; (m) Seller's organizational documents, qualifications to do business, taxpayer and other identification numbers, seals, minute books, stock transfer books, and other documents relating to the organization, maintenance, and existence of Seller as a corporation; and (n) all other assets of Seller not specifically included in the Acquired Assets.
Assumed Liabilities (Section 2.03)	On the terms and subject to the conditions of this Agreement, at the Closing, Buyer shall assume and agree to pay, perform, and discharge when due, the following liabilities (collectively, the "Assumed Liabilities"): (a) the obligations of Seller as set forth on Schedule 2.03 (the "Assumed Obligations"); (b) all Liabilities arising under the Designated Contracts from and after the Closing Date, including all Determined Cure Costs with respect thereto; and

Provision of Asset Purchase Agreement	**Description**
	(c) all Liabilities arising from the ownership of the Acquired Assets from and after the Closing Date.
Excluded Liabilities (Section 2.04)	Notwithstanding anything to the contrary in this Agreement, Buyer shall not assume or be obligated to pay, perform, or discharge any Liabilities of Seller of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the Closing Date or arising thereafter as a result of any act, omission, or circumstances taking place prior to the Closing other than the Assumed Liabilities (collectively, the "Excluded Liabilities"), including, without limitation, the following: (a) any Liability of Seller relating to or arising from the Acquired Assets to the extent relating to or arising from any period prior to the Closing Date, except for the Assumed Obligations; (b) Liability for (i) Taxes of Seller (or any member, stockholder or Affiliate of Seller), or for which Seller (or any member, stockholder or Affiliate of Seller) is or are liable, for any period (including any such Tax that becomes a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law), (ii) Taxes related to the Excluded Assets for any period, (iii) Taxes related to the Acquired Assets for any period (or any portion thereof) ending on or prior to the Closing Date, and (iv) fifty percent (50%) of Transfer Taxes pursuant to Section 7.01; (c) any Liability arising under any Excluded Asset; (d) any Liability for any claim, action, suit, investigation, or proceeding pending or threatened against Seller or any of its Affiliates; (e) any Liability under any Benefit Plan or relating to any Employees (f) any Liability of Seller for any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller, including, without limitation, any Liabilities associated with any claims for wages or other

Provision of Asset Purchase Agreement	Description
	benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments; (g) any recall, design defect or similar claims of any products manufactured or sold or any service performed by Seller; (h) any product Liability or similar claim for injury to a Person or property which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by Seller, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by Seller; (i) any Liability arising out of or relating to any violation of Law by Seller; (j) any indebtedness for borrowed money of Seller; (k) any Liability arising out of or relating to any Excluded Asset; (l) any Liability to the extent arising out of or relating to any breach, default, or violation by Seller prior to the Closing Date under any Contract; and (m) any other Liabilities of Seller not specifically included in the Assumed Liabilities.
Purchase Price (Section 2.06)	The aggregate purchase price for the Acquired Assets (the "Purchase Price") shall be an amount equal to (a) $1 in cash (the "Cash Payment") and (b) the assumption of the Assumed Liabilities, in each case subject to adjustment as set forth in Section 2.07.
Closing Date and Deadline (Section 3.01) (Section 9.01)	The closing of the Transaction (the "Closing") shall take place remotely by exchange of documents and signatures electronically (or by such other means as the parties may agree) on the later of (i) the Settlement Effective Date and (ii) the date that is no later than two (2) Business Days following the date on which the Sale Order has been entered by the Bankruptcy Court and is a Final Order (the date on which the Closing actually occurs, the "Closing Date"). The APA shall automatically terminate if the Settlement Agreement terminates without the Settlement Effective Date having occurred thereunder. Upon such termination, this Agreement shall become

Provision of Asset Purchase Agreement	Description
	void and of no effect, without any liability or obligation on the part of any party hereto (or any of their respective Affiliates, officers, directors, employees, agents, or representatives), except that (i) the provisions of this Section 9.01 (*Termination*), and Article X (*Miscellaneous*) shall survive any termination of this Agreement, and (ii) no such termination shall relieve any party from liability for any willful breach of this Agreement or fraud

Proposed Entry Into TSA With Misfits Market

Provision of the TSA	Description
Provided Services (Section 2.2)	Beginning on the Effective Date, and subject to the terms and conditions of this Agreement, FreshRealm shall provide, or shall cause to be provided, to Misfits Market, the services, functions and responsibilities described on Schedule A to the TSA (each, a "Service," and collectively, the "Services" and such schedule, the "Service Schedule").
Personnel (Section 2.3)	The Services shall be performed by such (a) FreshRealm employees, (b) third-party service providers of FreshRealm, or (c) Affiliates of FreshRealm (such third-party service providers and Affiliates, "Subcontractors"), in each case, as reasonably determined by FreshRealm (the "Service Providers"); provided that FreshRealm's use of any Subcontractors that were not used to provide the Services immediately prior to the Effective Date shall be subject to Misfits Market's prior written consent.
Transition (Section 2.11)	FreshRealm shall cooperate fully with any reasonable requests by Misfits Market to transition the provision of the Services from FreshRealm to Misfits Market, including supporting the transfer of the necessary assets, inventory, and materials for performance of ongoing fulfillment services by Misfits Market at its own designated facilities, on or before the Service Transfer Date. FreshRealm shall cooperate fully with Misfits Market's reasonable requests in connection with the transition, including providing access to systems, data, vendor relationships, and operational know-how. Each Party shall reasonably cooperate with the other Party to facilitate such orderly transfer.
Key Personnel Retention (Section 2.12)	During the Transition Period, FreshRealm shall use reasonable best efforts to cooperate with, support, and facilitate Misfits Market's efforts to retain any employees of FreshRealm or its Affiliates mutually agreed upon by Misfits Market and FreshRealm to be critical to the continued operation of the Business or the orderly

Provision of the TSA	Description
	transition of the Business to Misfits (each, a "Key Employee"). Without limiting the generality of the foregoing, FreshRealm shall (a) promptly provide Misfits Market with the name, position, base compensation, and other reasonably requested employment information for each Key Employee, (b) permit Misfits Market to communicate directly with Key Employees regarding retention, continued employment, and post-Transition Period opportunities, (c) implement, administer, and maintain any retention bonus, stay-pay, incentive, or similar program designed by Misfits Market for Key Employees (each, a "Retention Program"), and (d) promptly notify Misfits Market of any resignation, threatened resignation, or material change in the employment status of any Key Employee. Misfits Market shall bear all direct and indirect costs associated with any Retention Program and any other retention efforts directed by Misfits Market under this Section 2.12, including all retention bonuses, incentive payments, stay-pay, and related employment taxes and administrative costs (collectively, "Retention Costs"). Retention Costs shall be paid by Misfits Market as Pass-Through Costs in accordance with Article III. FreshRealm shall have no obligation to fund, contribute to, or reimburse any Retention Costs, and shall not be required to take any action under this Section 2.12 that would violate applicable Law or any existing contractual obligation to a third party. Section 2.12 shall apply solely during the Transition Period.
Operational Authority of Misfits (Section 2.14)	The Parties acknowledge and agree that during the Transition Period, Misfits Market shall have sole decision-making authority over the operational direction of the Business, including the right to direct and approve: (a) production schedules, volumes, and product mix; (b) vendor selection, procurement strategy, and supply chain decisions; (c) quality standards and food safety protocols (to the extent not inconsistent with applicable Law or Section 2.7); (d) customer service standards and fulfillment priorities; (e) technology and systems migration planning; and (f) the overall strategy and timeline for transition of the Business to Misfits Market, including without limitation the transfer of ongoing fulfillment operations to Misfits Market's designated facilities. FreshRealm shall implement Misfits Market's operational directives promptly and in good faith, provided that in any event FreshRealm shall not be required to take any action that would violate applicable Law or the terms of any third-party Contract listed on Schedule D. In the event of any conflict between directives regarding the operation of the Business, the directive of Misfits Market shall control; provided that Misfits Market will be responsible for any cost of Services arising from its directives in accordance with Section 3.1.
(Business Revenue and Passthrough Costs	(a) During the Transition Period, all revenues, receipts, income, service fees, and other amounts generated by or attributable to the

Provision of the TSA	Description
(Section 3.1)	Business, including all customer payments, subscription fees, product sale proceeds, and all payments from Blue Apron under the New Order Form (collectively, "Business Revenue"), shall be the sole property of Misfits Market. Blue Apron shall make all payments under the New Order Form directly into a bank account designated by Misfits Market in writing (the "Misfits Revenue Account"), and Blue Apron shall not make any such payments to FreshRealm. FreshRealm shall cause all other Business Revenue it receives to be deposited directly into the Misfits Revenue Account promptly upon receipt and in no event later than the next business day following receipt. If any Business Revenue (including any payment from Blue Apron under the New Order Form) is incorrectly paid to or received by FreshRealm, FreshRealm shall hold such amounts in trust for the sole benefit of Misfits Market in accordance with the terms of the Purchase Agreement. FreshRealm shall have no right, title, or interest in any Business Revenue and shall hold any Business Revenue received by it in trust in a segregated account for the benefit of Misfits Market pending deposit into the Misfits Revenue Account. FreshRealm shall not commingle Business Revenue with its own funds or the funds of any other person. (b) During Transition Period, Misfits Market shall pay FreshRealm such amounts as necessary for FreshRealm to perform the Services hereunder, including by paying any costs, expenses and fees incurred by FreshRealm in performing the Services hereunder (including Retention Costs) (collectively, the "Pass-Through Costs") in each case to the FreshRealm bank account set forth on Schedule B attached hereto (the "Operating Account"). FreshRealm's good faith forecast of the Pass-Through Costs is attached hereto as Schedule C (the "Cost Forecast"); provided that, to the extent FreshRealm anticipates any deviation from the Cost Forecast for an immediately following week, FreshRealm shall provide an updated weekly forecast for such week on the Friday prior to such week. For the avoidance of doubt, the Pass-Through Costs shall not include any margin, profit, management fee, or other compensation to FreshRealm; FreshRealm's sole compensation for the Services is the reimbursement of actual costs incurred in performing the Services. Further, the Pass-Through Costs shall not include (i) any lease restoration, environmental compliance, remediation and indemnification, or similar fees owed to the landlord pursuant to the contracts governing FreshRealm's lease of the NJ Facility and the CA Facility or (ii) rent payments, late fees, cure costs, administrative fees, indemnification obligations, costs of alterations, third party review costs, insurance costs, taxes, repair and maintenance costs, brokers' fees, or utilities owed under the NJ Facility, which shall be borne solely by Blue Apron.

Provision of the TSA	Description
Assumption of Remaining Liabilities (Section 3.6)	Upon the Service Transfer Date or earlier termination of this Agreement, Misfits Market shall assume and be responsible for all remaining incurred payment liabilities for payroll, operating expenses, and other payment obligations directly arising from the provision of Services during the Transition Period that have not been satisfied as of such date and have been properly invoiced to Misfits Market in accordance with the terms hereof provided, however, that if the New Order Form is terminated in accordance with clause (d) (Transition Period Termination) of the "Transition Period" section of the New Order Form, each of FreshRealm and Blue Apron acknowledges and agrees that FreshRealm shall seek payment from Blue Apron (and not Misfits Market), and that Blue Apron shall be responsible for all such remaining Pass-Through Costs, including remaining incurred payment liabilities for payroll, operating expenses, and other payment obligations directly arising from the provision of Services during the Transition Period that have not been satisfied as of such date and any Severance Obligations that have not been satisfied as of such date, as further set forth in the New Order Form. Except for the Pass-Through Costs and the Assumed Liabilities (as defined in the Purchase Agreement), Misfits Market shall not be responsible for any other liabilities or obligations of the Debtors, including, without limitation, liabilities or obligations arising from, in connection with, or in relation to, the administrative costs of the Bankruptcy Cases, the termination of any employees, the Severance Obligations, the closure of any facilities, any rejection damages from any Contract that is not an Assigned Contract, any debtor-in-possession financing, or any other obligation or liability of the Debtors. FreshRealm shall also transfer, assign, and deliver to Misfits Market (a) all Business Revenue collected but not yet deposited into the Misfits Revenue Account, (b) all accounts receivable and rights to payment arising from the operation of the Business during the Transition Period, and (c) all customer deposits, prepayments, and gift card balances relating to the Business, in each case within five (5) business days of the Service Transfer Date.
Executory Contracts and Unexpired Leases (Article 5)	Article 5 includes provisions concerning the potential assumption and assignment of the Pending Contracts to Misfits Market, including certain designation rights.

<u>Debtors' Rejection of the PFA, the Blue Apron TSA, the TLA, and the License Agreement</u>

35. In connection with the Settlement Agreement, the Debtors also seek to reject the following agreements with Blue Apron:

a. The PFA, pursuant to which FreshRealm is the exclusive manufacturer and direct-to-consumer fulfillment provider for Blue Apron's meal kits and related food products. The PFA centralizes production, packaging, and shipping of Blue Apron products at FreshRealm-operated facilities, commits Blue Apron to purchase minimum volumes on a long-term basis, and fixes a pricing and forecasting framework under which FreshRealm supplies those products to Blue Apron customers;

b. The Blue Apron TSA, which requires Blue Apron to continue performing specific back-office, operational, and support functions that Blue Apron historically performed at the production and fulfillment facilities, on a temporary, cost-reimbursement basis, while FreshRealm assumes those functions. The Blue Apron TSA fixes a defined transition period for each service, permits FreshRealm to shut off services service-by-service as it takes them in-house, caps the services to Blue Apron's existing personnel and systems without expansion, and provides FreshRealm with setoff rights against amounts otherwise payable to Blue Apron;

c. The TLA, which grants FreshRealm the right to run and continue using Blue Apron's warehouse management system and related production and fulfillment software as the operating system for its manufacturing and fulfillment activities, including the right to modify that software for FreshRealm's own use. The TLA also allows Blue Apron to continue using specified technology transferred to FreshRealm to support Blue Apron's operations, and permits limited interoperability between the warehouse management system and Blue Apron's direct-to-consumer systems while FreshRealm provides production and fulfillment services to Blue Apron; and

d. The License Agreement, which grants FreshRealm the exclusive right to use the Blue Apron brand, trademarks, and related intellectual property to manufacture, market, and sell Blue Apron-branded prepared meals and meal kits through brick-and-mortar retail and other non-direct-to-consumer channels in the United States, while reserving Blue Apron's direct-to-consumer channel. The License Agreement License Agreement also permits FreshRealm to place Blue Apron-branded products in grocery, club, and similar channels in exchange for an ongoing royalty tied to retail sales, subjects the brand use to Blue Apron's approval and quality controls, and integrates the royalty economics with the PFA.

<u>Basis for Relief Requested</u>

I. The Settlement Should Be Approved

36. Bankruptcy Rule 9019(a) provides that, "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P. 9019. In addition, section 105(a) of the Bankruptcy Code allows a bankruptcy court to "issue any order,

process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]". 11 U.S.C. § 105(a).

37. Settlements and compromises are "a normal part of the process of reorganization." *Protective Comm. For Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968). As the Third Circuit has emphasized, consensual resolutions are generally favored in bankruptcy "as they minimize litigation and expedite the administration of the bankruptcy estate." *In re Petersburg Regency LLC*, 540 B.R. 508, 535 (Bankr. D.N.J. 2015) (*quoting Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996)).

38. The decision to approve a settlement is committed to the sound discretion of the bankruptcy court. *In re Martin*, 91 F.3d at 393; *In re S B Bldg. Assocs. Ltd. P'ship*, 621 B.R. 330, 381 (Bankr. D.N.J. 2020) (citing cases); *In re Petersburg Regency LLC*, 540 B.R. at 535. In evaluating whether to approve a settlement, the bankruptcy court must determine whether it is "fair, reasonable, and in the best interests of the estate." *In re S B Bldg. Assocs. Ltd. P'ship*, 621 B.R. at 381 (quoting *Key3Media Grp., Inc. v. Pulver.com, Inc. (In re Key3Media Grp., Inc.)*, 336 B.R. 87, 92 (Bankr. D. Del. 2005)).

39. The Third Circuit has prescribed a four-factor balancing test for bankruptcy courts to consider when determining whether to approve a settlement: "(1) the probability of success in litigation; (2) the likely difficulties in collection; (3) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (4) the paramount interest of the creditors." *In re Martin*, 91 F.3d at 393; *Will v. Nw. Univ. (In re Nutraquest, Inc.)*, 434 F.3d 639, 644 (3d Cir. 2006); *Mangano v. Warriner (In re ID Liquidation One, LLC)*, 555 F. App'x 202, 205 (3d Cir. 2014).

40. In applying these four Martin factors, a bankruptcy court "need not probe the merits of all claims or conduct a 'mini-trial' before approving the settlement; rather, avoiding litigating the issues is one of the main advantages of settlement." *In re Immune Pharm. Inc.*, 635 B.R. 118, 122 (Bankr. D.N.J. 2021) (quoting *Stanziale v. U.S. Risk Ins. Grp., Inc. (In re NovaPro Holdings, LLC)*, 815 F. App'x 655, 658 (3d Cir. 2020) (citing collecting cases)). Rather, courts need only "canvass the issues to see whether the settlement falls below the lowest point in the range of reasonableness." *In re Roper & Twardowsky, LLC*, 559 B.R. 375, 394 (Bankr. D.N.J. 2016); *In re Jasmine, Ltd.*, 258 B.R. 119, 123 (D.N.J. 1999) (citation omitted); *accord In re G-1 Holdings Inc.*, 420 B.R. 216, 256 (Bankr. D.N.J. 2009).

41. Moreover, a bankruptcy court generally should not substitute its judgment for the trustee or debtor in possession's business judgment. *See, e.g.*, *In re Roper & Twardowsky, LLC*, 559 B.R. at 394 (citing cases); *In re Immune Pharm. Inc.*, 635 B.R. at 122 ("[U]nder normal circumstances, the court should defer to the trustee's judgment so long as there is a legitimate business justification." (citing *In re ID Liquidation One, LLC*, 555 F. App'x 202, 207 (3d Cir. 2014)).

42. As demonstrated below, the standard under Bankruptcy Rule 9019 and related case law is easily met here.

A. The Probability of Success in Litigation

43. The first factor—the probability of success in litigation—weighs in favor of approval of the Settlement Agreement. Although the Debtors assert colorable arguments that challenge the propriety of Blue Apron's asserted termination of the PFA, including arguments based on contractual notice-and-cure requirements and the definition of material breach, those arguments turn on disputed facts concerning performance, cure efforts, and commercial

reasonableness that cannot be resolved without extensive factual development through discovery and, ultimately, a trial. For its part, Blue Apron would challenge the Debtors' assertions and strenuously argue in favor of its positions. In any event, litigation over, among other things, the termination of the PFA (and the related Agreements) would require significant factual development, potential expert testimony, and a judicial interpretation of a complex and integrated commercial arrangement. Simply put, the Debtors cannot predict with certainty that a court would resolve those issues in the Debtors' favor.

44. Importantly, the relevant inquiry for approving the Settlement Agreement pursuant to Bankruptcy Rule 9019 is not whether the Debtors ultimately would prevail on any particular claim, but whether continued litigation presents meaningful risk and cost when weighed against the certainty and value delivered by the Settlement. *See, e.g., In re Washington Mut., Inc.*, 442 B.R. 314, 333 (Bankr. D. Del. 2011). Here, even if the Debtors had sufficient funding to pursue the litigation with Blue Apron and prevailed on the threshold termination issues, the Debtors may still face substantial risk that the Court might limit available relief. The PFA's structure, including the tail provisions and Blue Apron's contractual rights, injects additional uncertainty into any litigation outcome.

45. Accordingly, the Debtors face a meaningful risk that litigation would not produce a clear or durable win, which supports approval of the Settlement under the first *Martin* factor.

B. The Likely Difficulties (if Any) in Collection

46. The second factor likewise supports approval of the Settlement Agreement. Although not an ultimate collection issue, the Debtors were cognizant of the costs and liquidity impact to pursuing litigation adverse to Blue Apron. As set forth in paragraphs 9 and 29, *supra*, even if the Debtors prevailed on the merits of one or more claims, Blue Apron, in the interim,

could invoke its contractual recoupment and setoff rights under the PFA to withhold amounts otherwise payable and apply them against disputed obligations, including asserted misshipment liabilities. The Debtors, therefore, likely would need to litigate not only their entitlement to payment, but also issues impacting the actual realization of payment, with no assurance that a court would restrict Blue Apron's contractual remedies in a manner that permits collection.

47. Further, even assuming the Debtors were successful on the PFA termination litigation and could compel Blue Apron's performance under the PFA, Blue Apron would be required to perform only pursuant to the strict terms of the PFA, which includes 10-day payment terms. Without Blue Apron continuing to provide daily relief to the Debtors in the form of zero-day payment terms (which is a key aspect of the Settlement Agreement), the Debtors' liquidity profile would be negatively impacted. Accordingly, pursuit of the litigation would place the Debtors' business operations in jeopardy of closure and would create a material risk that litigation would not yield a meaningful net cash recovery to the Debtors' estates.

48. The Settlement Agreement avoids these risks by eliminating disputed payment positions and providing the Debtors' estates with cash consideration of approximately [$47.1] million rather than contingent litigation recoveries. Accordingly, the second *Martin* factor also weighs in favor of approval of the Settlement.

C. The Complexity of the Litigation Involved, and the Resulting Expense, Inconvenience, and Delay

49. The third *Martin* factor also weighs strongly in favor of approving the Settlement Agreement. As set forth in paragraphs 8 - 10, *supra*, to pursue a litigation strategy against Blue Apron the Debtors believed that they would need to convince a DIP financing lender that (i) the litigation with Blue Apron, including the incremental costs attendant to the pursuit of such

litigation, and the outcome thereof still supported a new money DIP financing investment, and (ii) the prospects for a sale of the Blue Apron business while embroiled in such litigation could avoid jeopardizing a repayment of the DIP financing, including the funding of the negative cash flow of the Blue Apron business during the pendency of such litigation. The Debtors believed that any DIP financing lender would want a clearer path to a successful restructuring before providing such debtor-in-possession financing.

50. Indeed, the litigation would impose substantial expense, inconvenience, and delay on the Debtors at the outset of the Chapter 11 Cases. Absent the Settlement Agreement, the Debtors would need to commence litigation immediately to challenge Blue Apron's asserted termination of the PFA and to address the parties' ongoing rights and obligations under the Agreements, which would further require the Debtors to incur significant professional expenses during the earliest and most liquidity-constrained phase of the Chapter 11 Cases.

51. Importantly, any litigation would encompass multiple, interrelated disputes arising from the Debtors' relationship with Blue Apron, including Blue Apron's asserted termination of the PFA, ongoing performance obligations, payment mechanics, and ancillary issues such as misshipment liability, end-of-life product reimbursements, and remediation obligations at the Linden Facility. Litigation of these issues would require extensive, protracted proceedings and sustained professional involvement, with no realistic prospect of prompt resolution.

52. The resulting delay from this litigation would compound the Debtors' operating costs and a contested posture would materially increase the Debtors' financing needs while prolonging uncertainty around a core commercial relationship. Litigation would therefore burden the Debtors' estates with ongoing professional fees and administrative expense while impairing the Debtors' ability to stabilize operations and execute their strategy in these Chapter 11 Cases.

53. The Settlement Agreement avoids these consequences. It resolves the disputes at the outset of the cases and allows the Debtors to proceed without the cost, distraction, delay, and uncertainty that litigation would impose. Accordingly, the third *Martin* factor also strongly supports approval of the Settlement.

D. The Paramount Interest of Creditors

54. In determining whether the fourth *Martin* factor is satisfied, courts evaluate whether the settlement is in the best interests of the estate and its creditors as a whole. *See, e.g., Key3Media Grp., Inc. v. Pulver.com, Inc. (In re Key3Media Grp., Inc.)*, 336 B.R. 87, 97 (Bankr. D. Del. 2005) (noting that objections of single creditor constituency "cannot be permitted to predominate over the best interests of the estate as a whole"); *In re Capmark Financial Group, Inc.*, 438 B.R. at 520 (approving settlement over objections of unsecured creditors' committee and an ad hoc group noting that, although "it is certainly true that the settlement affects the Debtors' unsecured creditors, there is no requirement that those creditors be actively involved in the settlement negotiations").

55. Here, the fourth *Martin* factor weighs in favor of approval because the Settlement serves the paramount interests of creditors by delivering immediate, defined value to the estates and eliminating material risks that litigation would impose on creditor recoveries. Absent the Settlement, the Debtors would need to litigate a complex and uncertain dispute with Blue Apron at the outset of these cases. That path would expose creditors to heightened risk that litigation costs, liquidity strain, and delay would erode estate value before any recovery could materialize.

56. The Settlement provides certainty and reduces near-term financing needs while stabilizing the Debtors' liquidity. By promptly resolving the dispute, the Settlement preserves

value for the estates and avoids the risk that protracted litigation might diminish recoveries to creditors through professional fees, delay, and operational disruption.

57. In addition, and critically, based on the prospect of a holistic resolution – including the Settlement Agreement and related Sale Transaction discussed below, together with the Debtors' commitment to obtain approval of those agreements within thirty-one (31) days of the Petition Date – has enabled the Debtors to secure new money financing from the DIP Lenders. Absent such relief, the Debtors will have insufficient funds to administer these cases and would be forced to immediately cease operations and liquidate. That outcome would be value-destructive for all stakeholders.

58. Accordingly, the Settlement advances the paramount interests of creditors by maximizing value, reducing risk, and promoting an efficient and orderly administration of these cases.

II. The Sale Transaction Should Be Approved Under Section 363(b)

59. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to enter into a transaction outside the ordinary course of its business so long as there is a "sound business purpose" that justifies such action. *See* 11 U.S.C. § 363(b)(1); *see also In re Martin*, 91 F.3d at 395 ("[U]nder normal circumstances the court would defer to the trustee's judgment so long as there is a legitimate business justification." (citing *In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991)); *In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that "[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task"); *Comm. Of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) (holding that judicial approval under section 363 of the Bankruptcy Code requires a showing that there is a

good business reason); *In re Global Crossing Ltd.*, 295 B.R. 726, 743 (Bankr. S.D.N.Y. 2003) (same).

60. Once a debtor articulates a valid business justification for its actions, courts should "give great deference to the substance of the directors' decision and will not invalidate the decision, will not examine its reasonableness, and will not substitute its views for those of the board if the latter's decision can be attributed to any rational business purpose." *In re Global Crossing Ltd.*, 295 B.R. at 744 (Bankr. S.D.N.Y. 2003) (citing *Paramount Commc'ns Inc. v. QVC Network Inc.*, 637 A.2d 34, 45 n.17 (Del. 1994)); *see In re Integrated Resources, Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (presuming, based on the business judgment rule, "that in making a business decision the directors of [the debtor] acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company" (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985))); *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) ("Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct."). Thus, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

61. Generally, courts have looked to four factors to determine whether a sale of a debtor's assets should be approved: (a) whether a sound business reason exists for the proposed transaction; (b) whether fair and reasonable consideration is provided; (c) whether the transaction has been proposed and negotiated in good faith; and (d) whether adequate and reasonable notice is provided. *See Lionel*, 722 F.2d at 1071–72 (setting forth the "sound business justifications" requirement); *see also In re Abbotts Dairies*, 788 F.2d 143,145–57 (3d Cir. 1986) (implicitly adopting the articulated business justification test and adding the "good faith" requirement); *In re*

Delaware & Hudson Ry., 124 B.R. 169, 176 (D. Del. 1991) ("Once a court is satisfied that there is a sound business reason or an emergency justifying the pre-confirmation sale the court must also determine that the trustee has provided the interested parties with adequate and reasonable notice, that the sale price is fair and reasonable and that the purchaser is proceeding in good faith.").

62. In addition, Bankruptcy Rule 6004(f) authorizes a debtor to sell estate property outside of the ordinary course of business by private sale or public auction. A court-approved auction process is not required under the Bankruptcy Code, Bankruptcy Rules, or Local Rules. *See, e.g.*, *In re The Great Atl. & Pac. Tea Co., Inc.*, 544 B.R. 43, 49–50 (Bankr. S.D.N.Y. 2016) ("[T]here is no rule that . . . asset sales are . . . conditioned on such a requirement [a formal auction], which does not appear in the Bankruptcy Code or Bankruptcy Rules. Additionally, courts have held that a debtor has broad discretion to determine the manner in which its assets are sold. *See In re Bakalis*, 220 B.R. 525, 531 (Bankr. E.D.N.Y. 1998) (noting that a trustee has ample authority to conduct a sale of estate property through private sale).

63. As set forth in the succeeding paragraphs, the four factors courts consider in approving a Sale Transaction are satisfied.

A. The Proposed Sale is a Sound Exercise of the Debtors' Business Judgment.

64. To begin, entering into the Sale Transaction constitutes a sound exercise of the Debtors' business judgment. The Debtors have determined that consummating the Sale Transaction under section 363(b) maximizes value for the estates as it is a core component of the Debtors' resolution of their disputes with Blue Apron. The Sale Transaction contemplated by the APA is required to implement the Settlement Agreement with Blue Apron that will, as described above, yield significant proceeds for the Debtors' estates and satisfies one of the Debtors' key goals in the Chapter 11 Cases. Further, the Debtors' new money financing through the DIP Facility

will enable the Debtors to fund these cases and to realize the value of the Settlement Agreement and Sale Transaction.

65. The Debtors therefore determined that proceeding with the Sale Transaction avoids the delay, cost, and uncertainty associated with a contested litigation/sale process path and promotes the efficient and orderly administration of these Chapter 11 Cases. In reaching this determination, the Debtors acted on an informed basis, in good faith, and with the reasoned belief that the Sale Transaction serves the best interests of the Debtors' estates.

B. The Consideration Received is Fair and Reasonable Under the Circumstances.

66. The Debtors agreed to consummate the Sale Transaction in order to monetize estate assets and effectuate the Settlement Agreement. The Debtors therefore evaluated the consideration received in the context of the Sale Transaction and the Settlement Agreement together, rather than on a standalone basis. In total, the Debtors stand to receive in excess of $50 million in total value from the combined consideration under the Sale Transaction and Settlement Agreement. Thus, when viewed as part of a single, integrated resolution that facilitates the settlement with Blue Apron and delivers its associated benefits, the Debtors determined that the consideration received is fair and reasonable under the circumstances.

67. The consideration received results from arm's-length negotiations with sophisticated counterparties and provides meaningful consideration to the estates. The Debtors further determined that the consideration received compares favorably to the value available under alternative scenarios and appropriately reflects the risks, costs, and timing associated with the disposition of the Acquired Assets.

C. The Proposed Sale was Negotiated in Good Faith.

68. The Sale Transaction is the product of good faith, arms'-length negotiations among sophisticated parties represented by able advisors. Furthermore, Misfits Market and the Debtors are wholly unrelated, sharing no officers, directors, shareholders, incorporators, employees or economic interests—other than as embodied in these transactions—in common. Additionally, Misfits Market is not an "insider" as that term is defined in the Bankruptcy Code. 11 U.S.C. § 101(31).

D. Adequate Notice of the Sale Has Been Provided.

69. Although the Debtors did not seek approval of formal bidding procedures with respect to the Sale Transaction, the Debtors submit that they have broad discretion to determine the manner in which the Acquired Assets and Assumed Liabilities are sold. *See In re Bakalis*, 220 B.R. at 531. With the assistance of their professional advisors, the Debtors conducted a marketing process for their assets beginning in February 2026 and ultimately determined to sell the Debtors' assets to Misfits Market through the APA as part of a value-maximizing transaction among the Debtors, Blue Apron, and Misfits Market. The Debtors will provide notice of the proposed Sale to all interested parties who will then have an opportunity to be heard if they propose an alternative transaction that provides additional benefits to the Debtors' estates beyond those embedded in the Settlement Agreement, the APA, and the TSA. Accordingly, the proposed Sale of the Purchased Assets satisfies the second prong of the *Abbotts Dairies* standard.

70. In light of the foregoing, the Sale Transaction is a sound exercise of the Debtors' business judgment and in the best interest of the estates and all interested parties and should therefore be approved pursuant to sections 105(a) and 363 of the Bankruptcy Code.

III. The Sale Should be Approved "Free and Clear" Under Section 363(f) of the Bankruptcy Code

71. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is the subject of a bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f).

72. Section 363(f) of the Bankruptcy Code is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the sale free and clear of all liens, security interests, pledges, charges, defects, or similar encumbrances. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) ("[I]f any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens."); *see also In re Elliot*, 94 B.R. 343, 354 (E.D. Pa. 1988) (sale "free and clear" may be approved provided the requirements of at least one subsection are met).

73. To the extent there is any Encumbrance that will not be an Assumed Liability, the Debtors will satisfy at least one of the five conditions of section 363(f) of the Bankruptcy Code with regard to such Encumbrances. Any such Encumbrance will be adequately protected by either being paid in full at the time of closing, or by having it attach to the net proceeds of the Sale, subject to any claims and defenses the Debtors may possess with respect thereto. In addition, the Prepetition Secured Lenders with first priority liens on substantially all of the Debtors' have consented to the Sale Transaction. All other parties asserting liens will be put on notice and deemed to have consented absent an objection. Accordingly, the Debtors request authority to

convey the assets to Misfits Market free and clear of all Encumbrances, other than a Permitted Encumbrance (as defined in the APA), including liens, claims, rights, interests, charges, and encumbrances, with any such liens, claims, rights, interests, charges, and encumbrances to attach to the proceeds of the sale.

V. Misfits Market Is Entitled to Full Protections Pursuant to Section 363(m) of the Bankruptcy Code

74. Because Misfits Market acted in good faith, it is entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code in connection with the Sale. Section 363(m) of the Bankruptcy Code provides:

> [t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

75. Section 363(m) of the Bankruptcy Code protects a purchaser of assets sold pursuant to section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal. Purchasers are provided this protection so long as they purchased the assets in "good faith." *Id.* Although the Bankruptcy Code does not define "good faith purchaser," the Third Circuit, in *In re Abbotts Dairies*, held that:

> [t]he requirement that a Buyer act in good faith . . . speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a Buyer's good faith status at a judicial sale involves fraud, collusion between the Buyer and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.

2d at 147 (citations omitted).

76. Here, the Debtors engaged in good faith, arms'-length discussions with Misfits Market to reach an agreement that would be mutually beneficial to both parties. The Debtors and Misfits Market were each represented by separate counsel in connection with the negotiation and documentation of the APA. A fair and transparent process, such as that conducted by the Debtors here, ensures the Sale Transaction is at arms' length, without collusion or fraud, and entered into in good faith. The Debtors therefore have demonstrated that the APA with Misfits Market was a negotiated, arms' length transaction, in which Misfits Market at all times has acted in good faith under and otherwise in accordance with such standards. Accordingly, the Debtors request that the Court determine Misfits Market is entitled to the full protection of section 363(m) of the Bankruptcy Code.

VI. The Entry into the TSA Should be Approved

77. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to enter into a transaction outside the ordinary course of its business so long as there is a "sound business purpose" that justifies such action. *See* 11 U.S.C. § 363(b)(1); *see also In re Martin*, 91 F.3d at 395 ("[U]nder normal circumstances the court would defer to the trustee's judgment so long as there is a legitimate business justification." (citing *In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991)); *In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that "[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task").

78. As discussed above, once a debtor articulates a valid business justification for its actions, courts should "give great deference to the substance of the directors' decision and will not invalidate the decision, will not examine its reasonableness, and will not substitute its views for those of the board if the latter's decision can be attributed to any rational business purpose." *In re Global Crossing Ltd.*, 295 B.R. at 744 (Bankr. S.D.N.Y. 2003) (citing *Paramount Commc'ns Inc.*

v. QVC Network Inc., 637 A.2d 34, 45 n.17 (Del. 1994)); *see In re Integrated Resources, Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (presuming, based on the business judgment rule, "that in making a business decision the directors of [the debtor] acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company" (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985))); *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) ("Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct."). Thus, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

79. The Debtors' entry into the TSA is a valid exercise of their business judgment and should be approved by the Court. Entry into the TSA will allow the Debtors, on a cost-neutral basis, to assist Misfits Market with the transition of its services to Blue Apron, which is a component of the transaction contemplated by the Settlement Agreement and the APA. In addition, Blue Apron would not have entered into the Settlement Agreement absent the ability to obtain transition services under the TSA. Further, the TSA provides that Misfits Market or Blue Apron, as applicable, may be required to fund certain severance liabilities for service providers employed by the Debtors during the transition services period and whose employment is terminated in connection with the winddown of the TSA services or expiration of the TSA.

80. Based on the foregoing, the TSA is in the best interests of the Debtors' estates insofar as it is a necessary component of the Settlement Agreement and Sale Transaction, will allow the Debtors to conduct an orderly administration of the Chapter 11 Cases.

VI. The Procedures for Assumption and Assignment of Designated Contracts Should be Approved

A. Assumption and Assignment Standard

81. As set forth in detail in Section IV of the Order, the TSA contemplates the potential assumption and assignment of the Pending Contracts to Misfits Market. The unexpired leases and executory contracts (the "Contracts") comprising the Pending Contracts on Schedule D to the TSA are Contracts related to the Debtors' provision of services under the TSA. In connection with the Pending Contracts, the Debtors believe it is necessary to establish the Assumption and Assignment Procedures with relevant notice and objection provisions summarized below:

a. No later than twenty-one (21) days prior to the Designation Deadline,[7] (or with respect to any Contract that Misfits Market designates as a Designated Contract after such date, within five (5) business days following such designation) the Debtors shall file a notice of potential assumption (the "Assumption Notice") with the Bankruptcy Court and serve such notice on each counterparty to a Pending Contract that Misfits Market has designated (or indicated an intent to designate) as a Designated Contract. The Assumption Notice shall identify all such Pending Contracts that may be assumed and assigned in connection with the TSA and set forth a good faith estimate of the amount of Cure Costs applicable to each such Pending Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Pending Contract, the amount of such Cure Cost designated for such Pending Contract shall be "$0.00"). The Debtors shall supplement the Assumption Notice as necessary to reflect any additional Pending Contracts that Misfits Market designates (or indicates an intent to designate) as Designated Contracts. For the avoidance of doubt, the Debtors shall not be required to file an Assumption Notice with respect to any Pending Contract that Misfits Market has not designated (or indicated an intent to designate) as a Designated Contract;

b. Any Contract Counterparties to a Pending Contract that wishes to object to the proposed Cure Costs or to the proposed assumption and assignment of its Contract must file and serve such objection within ten (10) business days of the Assumption Notice. Any Contract Counterparty that fails to timely file and properly serve an objection shall (i) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to such Pending

7 The "Designation Deadline" means, with respect to any Pending Contract, the date that is one (1) business day prior to the earlier to occur of (i) the Service Transfer Date and (ii) the date of confirmation of any plan of liquidation or plan of reorganization of FreshRealm in the Bankruptcy Cases.

Contract, and (ii) be deemed to have consented to the assumption, assignment, and transfer of such Pending Contract to Misfits Market or its designee;[8]

c. In the event of a dispute regarding the Cure Costs with respect to any Pending Contract, such dispute shall be resolved by the Bankruptcy Court. The Debtors shall not settle a disputed Cure Cost with respect to any Pending Contract without Misfits Market's prior written consent. Misfits Market may, at any time prior to resolution of a Cure Cost dispute, elect to (i) pay the disputed Cure Cost and designate the Pending Contract as a Designated Contract, (ii) remove such Pending Contract from Schedule D and direct the Debtors to reject such Contract, or (iii) continue to defer designation pending resolution of the dispute; and

d. On or before the Designation Deadline, Misfits Market shall provide the Debtors with written notice designating which Pending Contracts, if any, Misfits Market elects to have assumed by the Debtors and assigned to Misfits Market or its designee (each, a "Designated Contract"). Misfits Market may designate a Pending Contract as a Designated Contract at any time prior to the Designation Deadline by providing written notice to the Debtors. Pending Contracts that are not designated as Designated Contracts prior to the Designation Deadline (other than Pending Contracts for which a Cure Cost dispute remains pending) shall be deemed removed from Schedule D as of the Designation Deadline, and the Debtors shall reject such Contracts in accordance with Section 365 of the Bankruptcy Code.

82. The Assumption and Assignment Procedures are appropriate and should be approved. Section 365 of the Bankruptcy Code authorizes a debtor to assume and/or assign its executory contracts and unexpired leases, subject to the approval of the court, provided that the defaults under such contracts and leases are cured and adequate assurance of future performance is provided. The Debtors' decision to assume or reject an executory contract or unexpired lease must only satisfy the "business judgment rule" and will not be subject to review unless such decision is clearly an unreasonable exercise of such judgment. *See, e.g., Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989) (describing deference to a debtor's

8 Such relief is reasonable and appropriate. *See, e.g., In re Boy Scouts of Am.*, 642 BR 504, 569 (Bankr. D. Del. 2022) ("The lack of objection of a [creditor] is also consensual for purposes of § 363 and, again, permissible under § 363(f)(2)."); *In re Christ Hosp.*, 2014 WL 4613316, at *14 (D.N.J. Sept. 12, 2014) (same); *In re Congoleum Corp.*, 2007 WL 1428477, at * 1 (Bankr. D.N.J. May 11, 2007) (same); *Hargrave v. Township of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (same).

business judgment as "breathing space afforded [to] the debtor to consider whether to reject or assume executory contracts under the Code"); *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 183 (Bankr. D.N.J. 2002) ("Although the [Bankruptcy Code] does not provide the standard to be applied in determining the propriety of the [debtor's] decision [to assume or reject a contract], most Circuits, including the Third Circuit have adopted the business judgment test.").

83. Upon finding that a debtor has exercised its business judgment in determining that assuming an executory contract or unexpired lease is in the best interest of its estate, courts must then evaluate whether the assumption meets the requirements of section 365(b) of the Bankruptcy Code, specifically that a debtor (i) cure, or provide adequate assurance of promptly curing, prepetition defaults in the executory contract, (ii) compensate parties for pecuniary losses arising therefrom, and (iii) provide adequate assurance of future performance thereunder. *Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1988). This section "attempts to strike a balance between two sometimes competing interests, the right of the contracting non-debtor to get the performance it bargained for and the right of the debtor's creditors to get the benefit of the debtor's bargain." *Id.* (quoting *In re Bon Ton Restaurant & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985)).

84. The Court should approve the Debtors' decision to assume and assign the Pending Contracts, if any, in connection with the TSA as a sound exercise of the Debtors' business judgment because the Pending Contracts are integral to the Sale Transaction and the Settlement Agreement. Moreover, the Debtors submit that the statutory requirements of section 365(b) will be promptly satisfied because (i) Misfits Market must provide for the payment of all Cure Costs, (ii) the Assumption and Assignment Procedures (once approved) provide a clear process by which to resolve disputes, (iii) Misfits Market will provide adequate assurance of future performance

information to the Contract Counterparties, and (iv) the Assumption and Assignment Procedures provide the Court and other interested parties ample opportunity to evaluate and, if necessary, challenge proposed cure payments or the ability of Misfits Market to provide adequate assurance of future performance.

85. The Debtors believe that the Assumption and Assignment Procedures are fair and reasonable, provide sufficient notice to the Contract Counterparties, and provide certainty to all parties in interest regarding their obligations and rights in respect thereof. Accordingly, the Debtors request the Court approve the Assumption and Assignment Procedures set forth in the Order.

VII. Rejection of the Rejected Agreements is Appropriate

A. Rejection Standard

86. Section 365(a) of the Bankruptcy Code provides that a debtor, "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).

87. Rejection of a contract is appropriate where such rejection would benefit the estate. *See Sharon Steel*, 872 F.2d at 39–40. 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.*, 282 B.R. at 183 (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").

B. Rejection of the Rejected Agreements is a Sound Exercise of the Debtors' Business Judgment

88. After entry of the Order and consummation of the Settlement Agreement, the APA, and the TSA, the Rejected Agreements will no longer provide value or benefit to the Debtors' estates. As a result, continued performance under those Rejected Agreements would impose unnecessary burdens during the Chapter 11 Cases. Accordingly, the Rejected Agreements will no

longer serve any beneficial purpose for the Debtors' estates and cannot be efficiently administered during the pendency of the Chapter 11 Cases.

89. Rejection of the Rejected Agreements falls well within the Debtors' business judgment and serves the best interests of the estates. The Debtors seek to reject the Rejected Agreements pursuant to section 365(a) of the Bankruptcy Code in order to avoid the incurrence of additional obligations and expenses associated with the Rejected Agreements after entry of the Order. Absent rejection, the Debtors would remain subject to ongoing contractual obligations that no longer align with the Debtors' post-transaction operations and would unnecessarily burden the estates.

90. Further, after entry of the Order, consummation of the Settlement Agreement, and closing of the APA, the operative document that will govern the parties' relationship is the TSA. Thus, there will no longer be a need for the Rejected Agreements post-closing. For the foregoing reasons, the Debtors have determined, in the sound exercise of their business judgment, to reject the Rejected Agreements. The Debtors therefore respectfully request that the Court authorize rejection of the Rejected Agreements pursuant to section 365(a) of the Bankruptcy Code effective on the Effective Date (as defined in the Settlement Agreement).

Relief Under Bankruptcy Rules 6004(h) Is Appropriate

91. To the extent that the relief sought in this Motion constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen (14)-day stay imposed by Bankruptcy Rule 6004(h). Fed. R. Bankr. P. 6004(h). As explained herein, the relief that the Debtors seek in this Motion is necessary to ensure the expedient resolution of the Chapter 11 Cases for the benefit of all parties in interest. Accordingly, the Debtors respectfully request

that the Court waive the fourteen (14)-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

92. To implement the foregoing immediately, the Debtors respectfully request a waiver of the notice requirements of Bankruptcy Rule 6004(a) to the extent they are deemed to apply.

Reservation of Rights

93. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code (other than the proposed rejection of the Rejected Agreements); (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' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are

expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease (other than with respect to the relief requested herein as to the Rejected Agreements). If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

No Prior Request

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

Notice

95. 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 (together with its respective affiliates, related/advised funds and/or managed accounts and/or designees, "BGC"); (d) counsel to FaraNord (US) IV Pte Ltd ("FaraNord", and together with BGC, the "DIP Lenders"); (e) the office of the attorney general for each of the states in which the Debtors operate; (f) the United States Attorney's Office for the District of New Jersey; (g) the Internal Revenue Service; (h) Blue Apron; (i) Misfits Market; 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, in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: April 27, 2026

/s/ *Ryan T. Jareck*
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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)

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Proposed Counsel to the Debtors
and Debtors-in-Possession

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

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.

ORDER (I) APPROVING THE SETTLEMENT BETWEEN THE DEBTORS AND BLUE APRON PURSUANT TO BANKRUPTCY RULE 9019, (II) APPROVING THE SALE OF ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS AND ENCUMBRANCES, (III) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER AN ASSET PURCHASE AGREEMENT, (IV) AUTHORIZING THE DEBTORS TO ENTER INTO A TRANSITION SERVICES AGREEMENT, (V) APPROVING THE PROCEDURES AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (VI)AUTHORIZING THE DEBTORS TO REJECT CERTAIN AGREEMENTS, AND (VII) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through twenty-eight (28) is **ORDERED**.

Upon the *Debtors' Motion for Entry of an Order (I) Approving The Settlement Between the Debtors and Blue Apron Pursuant to Bankruptcy Rule 9019, (II) Approving the Sale of Assets Free and Clear of All Claims, Liens, Rights, Interests and Encumbrances, (III) Authorizing the Debtors to Enter Into and Perform Their Obligations Under an Asset Purchase Agreement, (IV) Authorizing the Debtors to Enter Into a Transition Services Agreement with Blue Apron, (V) Approving the Procedures Authorizing the Debtors to Assume and Assign Executory Contracts and Unexpired Leases, (VI) Authorizing the Debtors to Reject Certain Agreements, and (VII) Granting Related Relief* (the "Motion"),[2] of the above-captioned debtors (collectively, the "Debtors"), for entry of an order (this "Order") (i) approving the Settlement Agreement between the Debtors and Blue Apron ("Blue Apron") as set forth in the settlement term sheet attached to the Motion as **Exhibit B**; (ii) authorizing the Debtors to sell assets under section 363 of the Bankruptcy Code and enter into an APA with Misfits Market, Inc. (or its designee) ("Misfits Market") as set forth in the APA attached to the Motion as **Exhibit C**; (iii) authorizing the Debtors to enter into a Transition Services Agreement with Misfits Market attached to the Motion as **Exhibit D** (the "TSA"); (iv) approving the Debtors' process and procedures for the potential assumption and assignment of executory contracts or unexpired leases to be designated by Misfits

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or Settlement Agreement, as applicable.

Debtors:	FRESHREALM, INC., *et al.*
Case No.	26-14656 (MEH)
Caption of Order:	Order (I) Approving The Settlement Between the Debtors and Blue Apron Pursuant to Bankruptcy Rule 9019, (II) Approving the Sale of Assets Free and Clear of All Claims, Liens, Rights, Interests and Encumbrances, (III) Authorizing the Debtors to Enter Into and Perform Their Obligations Under an Asset Purchase Agreement, (IV) Authorizing the Debtors to Enter Into a Transition Services Agreement, (V) Approving the Procedures Authorizing the Debtors to Assume and Assign Executory Contracts and Unexpired Leases, (VI) Authorizing the Debtors to Reject Certain Agreements, and (VII) Granting Related Relief

Market pursuant to the TSA (and authorizing the assumption and assignment of such Designated Contracts to Misfits Market); (v) authorizing the Debtors to reject the Rejected Agreements, effective as of the date hereof; and (vi) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration and the Frizzley Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein 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 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 it may enter an interim order consistent with Article III of the United States Constitution; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances 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"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. Findings and Conclusions. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. Jurisdiction and Venue. This Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157 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.). This is a core matter pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with Article III of the United States Constitution. Venue of the Chapter 11 Cases and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Final Order. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Time is of the essence in closing the sale referenced herein, the Debtors and the purchaser intend to close the sale as soon as practicable, and there is no just reason for delay in the implementation of this Order. Specifically, the sale must be approved and consummated promptly in order to preserve the viability of the business in the hands of the purchaser as a going concern, and to maximize the value to the Debtors, their estates, creditors, interest holders and all other parties-in-interest. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004(h).

D. Notice. Due and adequate notice of the Motion, the proposed sale of the assets under the APA, as well the proposed entry into the Settlement Agreement and the TSA and the subject matter of each of the foregoing has been provided to all parties in interest herein, and no other or further notice is necessary. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities.

E. Best Interests and Business Justification. The relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief requested in the Motion. The settlement embodied in the Settlement Agreement is fair, equitable, and reasonable. When considered in light of the best possible recovery and the attendant risks, the settlement falls well within the range of reasonableness.

F. In addition, the settlement was reached through arms' length negotiations between the parties and after the parties thoroughly investigated the facts and weighed the importance of efficient resolution versus litigation that could impair the Debtors' ability to implement the transactions contemplated in these chapter 11 cases.

G. Good Faith Purchaser. The sale transaction under the APA and the provision of services under the TSA (the "Sale Transaction") was negotiated and proposed in good faith, from arms'-length bargaining positions, and without collusion. Misfits Market is a good-faith purchaser within the meaning of Bankruptcy Code section 363(m) and is entitled to the protection thereof. Neither the Debtors nor Misfits Market have engaged in any conduct that would cause or permit the sale of the Acquired Assets to Misfits Market to be avoided under Bankruptcy Code section 363(n).

H. Adequate Consideration. The consideration provided by Blue Apron to the Debtors to effectuate the sale to Misfits Market of the Acquired Assets and the transition of production and fulfillment operations under the TSA (i) is fair and reasonable, (ii) is the highest or best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession.

I. Satisfaction of 363(f) Standards. The Debtors are authorized to sell the Acquired Assets to Misfits Market free and clear of all liens, claims, interests, and encumbrances of any kind or nature whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability), with such liens, claims, interests, and encumbrances transferring and attaching to the proceeds of the sale with the same validity and priority as such interests had in the Acquired Assets immediately prior to the consummation of the sale, because one or more of the standards set forth in Bankruptcy Code sections 363(f)(1)-(5) have been satisfied. Those holders of liens, claims, interests, and encumbrances who did not object to the Motion or the relief requested therein, or who interposed and then withdrew their objections, are deemed to have consented to the Sale pursuant to Bankruptcy Code section 363(f)(2). Those holders of liens, claims, interests, and encumbrances who did object fall within one or more of the other subsections of Bankruptcy Code section 363(f) and are adequately protected by having their interests, if any, attach to the proceeds of the sale of the Acquired Assets.

J. No Successor Liability. The transactions contemplated under the APA and the TSA do not amount to a consolidation, merger, or de facto merger of Misfits Market with the Debtors and/or the Debtors' estates, there is not substantial continuity between the Debtors and Misfits Market, there is no common identity between the Debtors and Misfits Market, there is no continuity of enterprise between the Debtors and Misfits Market, Misfits Market is not a mere continuation of the Debtors or their estates, and Misfits Market does not constitute a successor to the Debtors or their estates in any way. The transfer of the Acquired Assets to Misfits Market and the performance of Misfits Market under the TSA, do not, and shall not, subject Misfits Market to any liability whatsoever with respect to the Debtors or the operation of the Debtors' businesses prior to the closing or by reason of such transaction or transfer, including under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any, or any theory of, successor, vicarious, antitrust, environmental, revenue, pension, ERISA, tax, labor (including any WARN Act), employment or benefits, de facto merger, business continuation, substantial continuity, alter ego, derivative, transferee, veil piercing, escheat, continuity of enterprise, mere continuation, product line, or products liability or law, or other applicable law, rule, or regulation (including filing and reporting requirements under any such law, rule, or regulation), or theory of liability, whether legal, equitable, or otherwise (collectively, the "Successor or Other Liabilities"). Misfits Market's acquisition of the Acquired Assets shall be free and clear of any Successor or Other Liabilities of any kind or nature whatsoever, whether known or unknown as of the closing, asserted or unasserted, fixed or contingent, liquidated or unliquidated (other than, to the extent applicable, any Assumed Liabilities). Misfits Market would not have acquired the Acquired Assets but for the foregoing protections against potential claims based upon "successor liability" or similar theories.

K. No Fraudulent Transfer. The sale is not for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, or possession or the District of Columbia. Neither the Debtors nor Misfits Market has entered into the APA or is consummating the sale with any fraudulent or otherwise improper purpose.

L. Compliance with Bankruptcy Code. The consummation of the sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including without limitation sections 105(a), 363(b), 363(f), 363(k), and 363(m) of the Bankruptcy Code and all of the applicable requirements of such sections have been or will be complied with in respect to the sale as of the closing date.

M. Sale Transaction Not a Sub Rosa Plan. Both (i) the sale and assignment of the Acquired Assets and Assumed Liabilities, as applicable, and the entry of the parties into the TSA outside of a plan of reorganization pursuant to the APA and TSA and (ii) the Settlement provided under the Settlement Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. Neither the sale nor the Settlement constitute a sub rosa chapter 11 plan.

IT IS HEREBY ORDERED THAT:

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

2. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

Debtors:	FRESHREALM, INC., *et al.*
Case No.	26-14656 (MEH)
Caption of Order:	Order (I) Approving The Settlement Between the Debtors and Blue Apron Pursuant to Bankruptcy Rule 9019, (II) Approving the Sale of Assets Free and Clear of All Claims, Liens, Rights, Interests and Encumbrances, (III) Authorizing the Debtors to Enter Into and Perform Their Obligations Under an Asset Purchase Agreement, (IV) Authorizing the Debtors to Enter Into a Transition Services Agreement, (V) Approving the Procedures Authorizing the Debtors to Assume and Assign Executory Contracts and Unexpired Leases, (VI) Authorizing the Debtors to Reject Certain Agreements, and (VII) Granting Related Relief

I. The Settlement Agreement

3. The Settlement Agreement is hereby approved pursuant to Bankruptcy Rule 9019(a). The terms and conditions of the settlement are incorporated into this Order as if fully set forth herein.

4. The Debtors are authorized, but not directed, to take all actions necessary to immediately continue and fully implement the terms of the Settlement Agreement, and are authorized to enter into, perform, execute and deliver all documents, and take all actions, necessary to immediately continue and fully implement the Settlement Agreement in accordance with the terms, conditions, and agreements set forth therein.

5. The releases set forth in Section 11 of the Settlement Agreement are expressly approved and incorporated herein by reference.

II. The Sale Transaction and TSA

6. Pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, all of the Debtors' rights and interests in and to the Acquired Assets and Assumed Liabilities shall be assigned to Misfits Market free and clear of any and all liens, security interests, pledges, charges, defects, or similar encumbrances as of the effective date of the asset purchase agreement (the "APA") with Misfits Market attached to the Motion as **Exhibit C**, with any such liens, claims, encumbrances, and interests to attach to the proceeds of the sale in the order of their priority, with

the same force, effect, and validity that they had immediately prior to the entry of this Order, subject to any rights, claims, or defenses the Debtors may have with respect thereto. Such sale shall constitute a legal, valid, binding, and effective transfer of the Acquired Assets and Assumed Liabilities, and all respective rights thereunder, to Misfits Market.

7. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to enter into the APA with Misfits Market.

8. The Acquired Assets sold pursuant to the APA to Misfits Market are being sold "AS IS-WHERE IS," without any representations or warranties from the Debtors as to the quality or fitness of such assets for either their intended or any other purposes, except for the representations and warranties set forth in and subject to the APA.

9. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or taking any action which would be inconsistent with, the ability of the Debtors to transfer the Acquired Assets to Misfits Market in accordance with the APA and this Order.

10. All persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, affiliates, governmental, tax, and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding claims arising under or out of, in connection with, or in any

way relating to, the Debtors, the Acquired Assets, and the ownership, sale, or operation of the Acquired Assets prior to closing or the transfer of the Acquired Assets to Misfits Market, are hereby forever barred, estopped, and permanently enjoined from asserting such claims against Misfits Market and its property (including, without limitation, the Acquired Assets). Following the closing, no holder of any claim or interest shall interfere with Misfits Market's title to or use and enjoyment of the Acquired Assets based on or related to any such claim or interest, or based on any action the Debtors may take in their Chapter 11 Cases. At closing, all of the Debtors' right, title, and interest in and to, and possession of, the Acquired Assets shall be immediately vested in Misfits Market. Such transfer shall constitute a legal, valid, enforceable, and effective transfer of the Acquired Assets. All persons or entities, presently or at or after the closing, in possession of some or all of the Acquired Assets, are directed to surrender possession of any and all portions of the Acquired Assets to Misfits Market on the closing or at such time thereafter as Misfits Market may request.

11. Misfits Market shall not be deemed, as a result of any action taken in connection with the APA or TSA, the consummation of the sale contemplated by the APA, or the transfer, operation, or use of the Acquired Assets (including under the TSA) to (a) be a legal successor, or otherwise be deemed a successor to the Debtors, (b) have, de facto or otherwise, merged with or into the Debtors, or (c) be an alter ego or a mere continuation or substantial continuation of the

Debtors or the enterprise of the Debtors including, without limitation, within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act of 1974 ("ERISA"), tax law, labor law, products liability law, employment law, environmental law, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation.

12. Misfits Market is not an "insider" or "affiliate" of the Debtors, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors or controlling stockholders existed between Misfits Market and the Debtors.

13. Misfits Market is deemed to be a good faith purchaser and assignee of the Acquired Assets and Assumed Liabilities. Pursuant to section 363(m) of the Bankruptcy Code, if this Order is reversed or modified on appeal, such reversal or modification shall not affect the validity of the sale of the Acquired Assets or Assumed Liabilities.

14. Neither the Debtors nor Misfits Market have engaged in any action or inaction that would cause or permit the Sale Transaction to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. The consideration provided by Misfits Market for the sale of the Acquired Assets to Misfits Market and services under the TSA (and the consideration provided by Blue Apron under the Settlement Agreement) is fair and reasonable and the sale may

not be avoided, and costs and damages may not be imposed, under section 363(n) of the Bankruptcy Code.

15. Each and every federal, state, and local governmental agency, department, or official is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

16. Subject to section 525(a) of the Bankruptcy Code, no governmental unit (as defined in Bankruptcy Code § 101(27)) or any representative thereof may deny, revoke, suspend, or refuse to renew any right, permit, license, copyright, patent, trademark, or other permission relating to the use of the Acquired Assets sold, transferred, or conveyed to Misfits Market on account of the filing or pendency of these Chapter 11 Cases, the conduct of the sale, or the consummation of the Transaction contemplated by the APA.

17. The APA and the sale contemplated hereunder shall not be subject to any bulk sales laws or any similar law of any state or jurisdiction.

18. To the extent there is any conflict between the terms of this Order and the APA, the terms of this Order shall control.

19. The provisions of this Order authorizing the sale and assignment of the Acquired Assets free and clear of Liens, Claims and Excluded Liabilities (other than Assumed Liabilities), as applicable, shall be self-executing, and none of the Debtors and Misfits Market shall be required

to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

20. On and after a closing date, each of the Debtors' applicable creditors are authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens, if any, in the Acquired Assets subject to the Sale Transaction, as such Liens may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanics liens, lis pendens or other documents, instruments, notices or agreements evidencing any Lien against or in the Acquired Assets shall not have delivered to the Debtors before such closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Acquired Assets subject to the Sale Transaction, then with regard to the Acquired Assets, (i) each of the Debtors and Misfits Market is authorized and directed to execute and file such termination statements, releases, instruments of satisfaction or other documents on behalf of the person or entity with respect to the Acquired Assets and (ii) each of the Debtors or Misfits Market, as applicable, is authorized and directed to file, register or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens against the Acquired Assets.

21. The releases set forth in Section 10.16 of the APA are expressly approved and incorporated herein by reference.

III. Transition Services Agreement

22. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to enter into the TSA with Misfits Market attached as **Exhibit D** to the Motion.

23. The Debtors shall maintain the Operating Account and the Backstop Account (each as defined in the TSA) as segregated accounts in accordance with the provisions of the TSA. The Operating Account, Backstop Account, and any cash deposited in such accounts are not, and shall not constitute, collateral to secure any loan or indebtedness, including, but not limited to, any debtor-in-possession financing.

24. The TSA and the APA are integrated transactions. The agreements and other consideration provided by Misfits Market under the TSA are also deemed to be provided by Misfits Market under the APA.

IV. Assumption and Assignment of Designated Contracts

25. The unexpired leases and executory contracts (the "Contracts") set forth on Schedule D to the TSA (as may be modified from time to time pursuant to the TSA, the "Pending Contracts") are Contracts related to FreshRealm's provision of services under the TSA. Consistent with the TSA, Misfits Market may, at any time prior to the Effective Date (as defined in the TSA)

or during the Transition Period,[3] modify Schedule D by written notice to the Debtors to: (a) remove any Contract from Schedule D (in which case such contract shall cease to be a Pending Contract and the Debtors shall reject such contract in accordance with Section 365 of the Bankruptcy Code); or (b) add any executory contract or unexpired lease of the Debtors to Schedule D (in which case such Contract shall become a Pending Contract).

26. Notwithstanding anything herein to the contrary, with respect to each Pending Contract: (i) such Pending Contract will remain in effect during the Transition Period, and the Debtors will not reject such Pending Contract until Misfits Market has provided written notice removing such Pending Contract from Schedule D; (ii) Misfits Market shall bear the sole cost and expense of such Pending Contract during the Transition Period, including all amounts payable thereunder; *provided, however*, that Misfits Market shall only be obligated to pay or reimburse the Debtors for costs associated with Pending Contracts to the extent that (1) such Pending Contract provides for services that are necessary for the Debtors' provision of the Services (as defined in the TSA) under the TSA and (2) Misfits Market has expressly agreed in writing to pay or reimburse such costs; (iii) the Debtors shall provide the benefits of such Pending Contract to Misfits Market on a pass-through basis until such Pending Contract is either assigned to Misfits Market as a

3 The "Transition Period" means the period between the Effective Date of the TSA and the earlier of (i) the Service Transfer Date or (ii) the earlier termination of the TSA in accordance with Article VII of the TSA.

Designated Contract or removed from Schedule D; and (iv) the receipt of benefits under such Pending Contract by Misfits Market shall not be deemed to be an agreement by Misfits Market to assume such Pending Contract or to pay any Cure Costs[4] relating thereto unless and until Misfits Market designates such Pending Contract as a Designated Contract. For the avoidance of doubt, Misfits Market shall not be deemed to have assumed any liability under any Pending Contract unless and until Misfits Market expressly agrees in writing to assume such liability in accordance with the TSA.

27. Pursuant to the TSA, no later than twenty-one (21) days prior to the Designation Deadline,[5] (or with respect to any Contract that Misfits Market designates as a Designated Contract after such date, within five (5) business days following such designation) the Debtors shall file a notice of potential assumption (the "Assumption Notice") with the Bankruptcy Court and serve such notice on each counterparty to a Pending Contract that Misfits Market has designated (or indicated an intent to designate) as a Designated Contract. The Assumption Notice shall identify all such Pending Contracts that may be assumed and assigned in connection with the TSA and set

4 "Cure Costs" means all monetary amounts that must be paid and obligations that otherwise must be satisfied pursuant to Section 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and assignment of any Pending Contract.

5 The "Designation Deadline" means, with respect to any Pending Contract, the date that is one (1) business day prior to the earlier to occur of (i) the Service Transfer Date and (ii) the date of confirmation of any plan of liquidation or plan of reorganization of FreshRealm in the Bankruptcy Cases.

forth a good faith estimate of the amount of Cure Costs applicable to each such Pending Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Pending Contract, the amount of such Cure Cost designated for such Pending Contract shall be “$0.00”). The Debtors shall supplement the Assumption Notice as necessary to reflect any additional Pending Contracts that Misfits Market designates (or indicates an intent to designate) as Designated Contracts. For the avoidance of doubt, the Debtors shall not be required to file an Assumption Notice with respect to any Pending Contract that Misfits Market has not designated (or indicated an intent to designate) as a Designated Contract.

28. The Debtors shall, concurrently with the Assumption Notice, provide evidence to each Contract Counterparty that Misfits Market has the ability to comply with the requirements of adequate assurance of future performance; *provided* that any such evidence that constitutes nonpublic information shall be provided on a confidential basis.

29. Any counterparty to a Pending Contract that wishes to object to the proposed Cure Costs or to the proposed assumption and assignment of its Contract must file and serve such objection within ten (10) business days. Any counterparty that fails to timely file and properly serve an objection shall (i) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to such Pending Contract, and (ii) be deemed to

have consented to the assumption, assignment, and transfer of such Pending Contract to Misfits Market or its designee.

30. In the event of a dispute regarding the Cure Costs with respect to any Pending Contract, such dispute shall be resolved by the Bankruptcy Court. The Debtors shall not settle a disputed Cure Cost with respect to any Pending Contract without Misfits Market's prior written consent. Misfits Market may, at any time prior to resolution of a Cure Cost dispute, elect to (i) pay the disputed Cure Cost and designate the Pending Contract as a Designated Contract, (ii) remove such Pending Contract from Schedule D and direct the Debtors to reject such Contract, or (iii) continue to defer designation pending resolution of the dispute.

31. On or before the Designation Deadline, Misfits Market shall provide the Debtors with written notice designating which Pending Contracts, if any, Misfits Market elects to have assumed by the Debtors and assigned to Misfits Market or its designee (each, a "Designated Contract"). Misfits Market may designate a Pending Contract as a Designated Contract at any time prior to the Designation Deadline by providing written notice to the Debtors. Pending Contracts that are not designated as Designated Contracts prior to the Designation Deadline (other than Pending Contracts for which a Cure Cost dispute remains pending) shall be deemed removed from Schedule D as of the Designation Deadline, and the Debtors shall reject such Contracts in accordance with Section 365 of the Bankruptcy Code.

32. Misfits Market shall be entitled to remove any Pending Contract from the list of Designated Contracts at any time prior to the Designation Deadline by providing the Debtors with written notice of such removal. In the event that Misfits Market removes any Pending Contract from such list, the Debtors shall provide the relevant counterparty written notice that the applicable Contract is no longer identified as a Designated Contract and the Debtors shall reject such Contract in accordance with Section 365 of the Bankruptcy Code. In the event that Misfits Market provides notice to the Debtors that it is removing any Pending Contracts from the list of Designated Contracts at any time prior to the Designation Deadline, Misfits Market shall, subject to paragraph 26 hereof, satisfy any and all post-petition administrative obligations of such Contracts through the effective date of rejection. The Debtors shall use commercially reasonable efforts to secure rejection of such Contracts as promptly as practicable after receiving notice from Misfits Market of removal of any Pending Contract from the list of Designated Contracts. Misfits Market shall have no responsibility or obligation to any counterparty of any Pending Contract with respect to any rejection damages.

33. Notwithstanding the foregoing, a Pending Contract shall not become a Designated Contract and shall not be assigned to Misfits Market to the extent that such Contract is (i) deemed rejected under Section 365 of the Bankruptcy Code, (ii) the subject of an objection to assignment or assumption that has not been resolved, or requires the consent of any governmental authority or

other third party (other than, and in addition to, the Bankruptcy Court) in order to permit the assumption and assignment by the Debtors to Misfits Market of such Contract pursuant to Section 365 of the Bankruptcy Code, and such consent has not been obtained prior to the thirtieth (30th) day following the Service Transfer Date[6] (as such period may be extended by mutual agreement of Misfits Market and the Debtors), or (iii) is rightfully terminated by any party thereto other than the Debtors, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Misfits Market as a Designated Contract.

34. Misfits Market shall be solely responsible for the payment of all Cure Costs with respect to Designated Contracts. Misfits Market shall make provision for the payment of the Cure Costs in cash at the time of assumption and assignment or as provided for in any stipulation or agreement between the counterparty, Misfits Market, and/or the Debtors, in accordance with any applicable order of the Bankruptcy Court. Each Designated Contract that remains a Designated Contract as of the Service Transfer Date shall be assumed by the Debtors and assigned to Misfits Market (or its designee) pursuant to Section 365 of the Bankruptcy Code in accordance with the terms of the APA.

6 The "Service Transfer Date" means August 31, 2026.

35. Payment of the Cure Costs by Misfits Market shall, to the extent necessary, cure or provide adequate assurance of cure, within the meaning of Sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and, to the extent necessary, provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Designated Contracts, within the meaning of Sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. With respect to all Designated Contracts, the Debtors are entitled to the protections of Section 365(k) of the Bankruptcy Code as of the Service Transfer Date.

36. Upon the Debtors' assignment of the Designated Contracts to Misfits Market under the provisions of this Order and any additional orders of this Court and payment of any Cure Costs, no default shall exist under any Designated Contract, and no counterparty to any Designated Contract shall be permitted to declare a default by Misfits Market under such Designated Contract or otherwise take action against Misfits Market as a result of the Debtors' financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Designated Contract.

37. The failure of the Debtors or Misfits Market to enforce at any time one or more terms or conditions of any Designated Contract shall not be a waiver of such terms or conditions, or of the Debtors' and Misfits Market's rights to enforce every term and condition of the Designated Contracts.

V. Rejection of the Rejected Agreements

38. Pursuant to section 365 of the Bankruptcy Code, the PFA, Blue Apron TSA, TLA, and the License Agreement are terminated and rejected effective as of the date hereof.

VI. Miscellaneous

39. The terms and provisions of this Order and any actions taken pursuant hereto shall survive entry of an order which may be entered: (a) confirming any chapter 11 plan in any of these Chapter 11 Cases; (b) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code; (c) dismissing the Chapter 11 Cases; or (d) pursuant to which this Court abstains from hearing the Chapter 11 Cases. The terms and provisions of this Order, notwithstanding the entry of any such orders described in (a)-(d) above, shall continue in these Chapter 11 Cases, or following dismissal of these Chapter 11 Cases.

40. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in

this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (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' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

41. This Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any liens, claims, encumbrances, and other interests of any kind or nature whatsoever against the Debtors or against or on all or any portion of the Acquired Assets, any counterparties to any executory contract or unexpired lease of the Debtors, Misfits Market and all agents, representatives, affiliates, and

permitted successors and assigns of Misfits Market, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in the Debtors' Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any or all of the Debtors' cases. The terms and provisions of this Order shall inure to the benefit of the Debtors, their estates, their creditors, Misfits Market and all agents, representatives, affiliates, and permitted successors and assigns of Misfits Market, Blue Apron and all agents, representatives, affiliates, and permitted successors and assigns of Blue Apron, and any other affected third parties, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee, party, entity, or other fiduciary such terms and provisions likewise shall be binding.

42. Notwithstanding Bankruptcy Rule 2002(a)(2), to the extent applicable, the Debtors' service of the Motion only to the core service list and affected creditors is held to be permissible. 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 Local Rules are satisfied by such notice.

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

44. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be effective and enforceable immediately upon entry hereof.

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

EXHIBIT B

Settlement Agreement

Execution Version

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the "***Settlement Agreement***"), dated as of April 27, 2026 (the "***Execution Date***"), is entered into by and among (i) FreshRealm, Inc., a Delaware Corporation ("***FreshRealm***") and (ii) Blue Apron, LLC, a Delaware limited liability company ("***Blue Apron***" and together with FreshRealm shall be referred herein collectively as, the "***Parties***"), and (iii) with respect to the guaranty provided in Section 10, Wonder Group, Inc. ("***Wonder Group***").

RECITALS[1]

WHEREAS, Blue Apron, Blue Apron Holdings, Inc. ("***BA Holdings***") and FreshRealm entered into an Asset Purchase Agreement on June 9, 2023 (the "***APA***") whereby Blue Apron sold and assigned, and FreshRealm purchased, and took assignment of, licensed or leased, certain assets (including equipment, raw ingredients and packaging inventory) and certain contracts (including leases and supply agreements) related to manufacturing facilities located at 901 W. Linden Avenue, Linden, New Jersey 07036 (the "***NJ Facility***") and at 3151 Regatta Blvd. B60, Richmond, CA 94804 (the "***CA Facility***").

WHEREAS, the transaction contemplated by the APA closed on June 9, 2023 (the "***Transaction Closing Date***"). Since the Transaction Closing Date: (i) FreshRealm has manufactured and packaged certain products for Blue Apron (collectively, the "***Business***") at the CA Facility, the NJ Facility and FreshRealm's other facilities in operation (together, the "***Facilities***") pursuant to the terms of the *Production and Fulfillment Agreement*, dated June 9, 2023 (the "***PFA***"), (ii) FreshRealm has provided storage, development and fulfillment services for the products as outlined in, and pursuant to the terms of, the PFA, and (iii) FreshRealm and Blue Apron also entered into a transition services agreement (the "***2023 TSA***"), a technology license agreement ("***TLA***"), a Sublease Agreement and Assignment and Assumption Agreement for each of the NJ Facility and CA Facility, respectively (the "***Subleases***"), and a "Blue Apron" brand retail license agreement ("***License Agreement***" and together with the PFA, the 2023 TSA, the TLA and the Subleases shall be referred to herein collectively as, the "***Agreements***").

WHEREAS, on April 9, 2025, Blue Apron provided notice to and asserted that FreshRealm breached certain obligations set forth in the Agreements.

WHEREAS, by letter dated December 18, 2025 (the "***Termination Notice***"), Blue Apron provided notice of its termination of the PFA pursuant to Section 15(b) thereof based on: (i) alleged material breaches previously identified in a prior letter from Blue Apron dated April 9, 2025, and (ii) additional alleged material breaches identified for the first time in the Termination Notice.

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[1] These Recitals are provided for background purposes only and are not to be construed as an admission by any Party.

Execution Version

WHEREAS, FreshRealm contended that the Termination Notice failed to comply with the PFA's notice and cure requirements with respect to the alleged "material" breaches under the PFA. FreshRealm further asserted that (a) the alleged conduct did not constitute a "material breach" of the PFA, (b) it undertook sufficient actions to cure the alleged breaches previously identified, and (c) Blue Apron failed to strictly comply with the PFA's notice provisions.

WHEREAS, FreshRealm and Blue Apron thereafter engaged in settlement discussions to resolve the aforementioned issues. While those discussions were ongoing, FreshRealm and Blue Apron entered into tolling agreements to expressly reserve all rights, claims and defenses, including, but not limited to, the validity of the Termination Notice, with the most recent of such tolling periods set to expire on May 4, 2026.

WHEREAS, the Parties have determined that it would be in their respective and mutual best interests to settle and compromise, as applicable, all issues among them, including, but not limited to: (i) the outstanding issues and purported termination of the Agreements; (ii) the FreshRealm Misship Payment;[2] (iii) the End of Life Product Payments;[3] (iv) the Linden Remediation Costs;[4] and (v) any and all other claims and disputes between FreshRealm and Blue Apron with respect to the Agreements, without any admission or acknowledgement of any wrongful acts or omissions on their parts, and enter into this Settlement Agreement.

WHEREAS, the Parties have further determined that it would be in their respective and mutual best interests to provide for a termination of the PFA and the other Agreements and provide for an orderly transition of the Business to MisFits Markets, Inc. ("***MisFits***") pursuant to that certain

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[2] Under Section 6(c) of the PFA, FreshRealm is required to reimburse Blue Apron for certain customer complaint codes that are collected by Blue Apron and for which Blue Apron provides a credit to the consumer. "***FreshRealm Misship Codes***" are those complaint codes that are presumed to be due to fault of FreshRealm (such as missing ingredients and presence of foreign objects) or the fault of the carrier (damage to package and late delivery) ("***FreshRealm Misship Errors***") and the "***FreshRealm Misship Credit***" is the allowable credit given by Blue Apron for such FreshRealm Misship Code. Based on a quarterly reconciliation process, FreshRealm is required to pay Blue Apron within 30 days thereafter the "***FreshRealm Misship Payment***," which is defined under the PFA to be the amount, in dollars resulting from the (i) sum of (A) the lesser of the amount Blue Apron paid for the order, and (B) the total FreshRealm Misship Credits associated with such order, (ii) minus the Misship Shrinkage where the "***Misship Shrinkage***" is 2.40% multiplied by the total gross revenue to Blue Apron from the products sold in the applicable quarter. Blue Apron and FreshRealm have disputed the calculation of credits and whether certain credits expire. Blue Apron has asserted that the FreshRealm Misship Payment is, as of the Petition Date, approximately $8,781,824.24.

[3] Under Section 7(d) of the PFA, Blue Apron is required to pay FreshRealm a quarterly surcharge for each product produced and sold to Blue Apron under the PFA and to reimburse FreshRealm for the cost of unused materials or products purchased by FreshRealm in reliance on certain forecasts prepared by Blue Apron under the PFA (the "***End of Life Product Payments***"). FreshRealm believes that Blue Apron is required to pay approximately $5,104,878.00 in End of Life Product Payments to FreshRealm as of April 4, 2026.

[4] Under the *Consent by Landlord to Sublease*, dated June 8, 2023, the landlord's consent at the Linden Facility to the sublease was conditioned on Blue Apron's agreement that it shall be and continue to remain liable for the full and prompt performance of all obligations of Blue Apron under and set forth in the prime lease. FreshRealm therefore asserts that Blue Apron is responsible for the remediation cost at the Linden Facility (the "***Linden Remediation Costs***").

Transition Services Agreement, dated as of April 27, 2026, by and among FreshRealm, Blue Apron, and MisFits attached hereto as Exhibit 1 (the "***TSA***").

WHEREAS, the Parties acknowledge and agree that absent the benefits conferred upon the Parties under the TSA, the Parties would not have entered into this Agreement, and vice versa, and accordingly, have conditioned the effectiveness of each of this Settlement Agreement and the TSA on the other.

WHEREAS, on April 27, 2026 (the "***Petition Date***"), each of the Debtors[5] intend to file voluntary petitions commencing cases (the "***Chapter 11 Cases***") for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the District of New Jersey (the "***Bankruptcy Court***").

WHEREAS, on the Petition Date, the Debtors intend to file the *Debtors' Motion for Entry of an Order Approving Settlement Agreement* (the "***Approval Motion***") seeking approval of this Settlement Agreement under sections 105, 363 and 365 of the Bankruptcy Code and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***").

NOW, THEREFORE, in exchange for the terms and conditions set forth herein, and all other consideration described herein, the receipt and sufficiency of which is hereby acknowledged, and without any admission of liability and in full satisfaction of all claims, the Parties agree as follows, subject to approval by the Bankruptcy Court:

AGREEMENT

1. Bankruptcy Court Approval. Within three business days of the Execution Date, the Debtors shall commence the Chapter 11 Cases and on such date file with the Bankruptcy Court, and serve on all parties entitled to notice under Bankruptcy Rule 9019, the Approval Motion, in form and substance reasonably acceptable to the Parties, seeking entry of an order in form and substance acceptable to the Parties (the "***Approval Order***") approving (a) this Settlement Agreement, (b) the TSA, and (c) that certain Asset Purchase Agreement dated as of April 27, 2026 between FreshRealm and MisFits under, without limitation, sections 105, 363 and/or 365 of the Bankruptcy Code and Bankruptcy Rule 9019.

2. Effective Date. Except for Sections 1, 3, 4, 5, 6, 7 and 12, this Settlement Agreement is contingent upon entry of the Approval Order by the Bankruptcy Court. This Settlement Agreement shall become effective (the "***Effective Date***") upon the first date on which

[5] The debtors in these chapter 11 cases are FreshRealm, Inc., FreshRealm Holdings, Inc., IHEC, LLC, FreshRealm HR, LLC, and FreshRealm Texas, LLC (collectively, the "***Debtors***").

(a) the Approval Order is final, non-appealable and unstayed and (b) the TSA is effective and binding upon the parties thereto in accordance with the terms and conditions of the TSA.

3. Continued Tolling Through Effective Date. FreshRealm and Blue Apron agree that the rights, claims and defenses preserved by the most recent of the tolling agreements among FreshRealm and Blue Apron (including, but not limited to, rights, claims and defenses relating to the validity of the Termination Notice), shall be further tolled until the Effective Date on the same terms and conditions.

4. Modified Payments Terms under the Agreements. Between the date of execution of this Settlement Agreement and the earlier of (i) the Effective Date or (ii) the Termination Date, Blue Apron shall pay FreshRealm on Net 0 terms from the date of Blue Apron's receipt of an invoice, including any invoice submitted to Blue Apron for End of Life Product Payments. For the avoidance of doubt, Blue Apron shall continue to accrue any End of Life Product Payments under the PFA through the earlier to occur of the Effective Date and the Termination Date, and during such period shall pay FreshRealm such End of Life Product Payments on Net 0 terms from the date of Blue Apron's receipt of an invoice.

5. FreshRealm Misship Payment. Blue Apron shall have an allowed general unsecured claim against the Debtors' estates in the amount of $8,781,824.24[6] (the "***Blue Apron Misship GUC***") associated with the FreshRealm Misship Payment as of the Petition Date. Any payment that would otherwise be owed to Blue Apron on account of the Blue Apron Misship GUC shall be waived by Blue Apron as additional consideration under this Agreement. Between the date of execution of this Settlement Agreement and the earlier of (i) the Effective Date or (ii) the Termination Date, Blue Apron shall accrue any and all post-petition FreshRealm Misship Payments and shall be entitled to a claim on account of such payments pursuant to section 503(b)(1) of the Bankruptcy Code (the "***Blue Apron Misship Admin Claim***"). Upon the Effective Date, Blue Apron shall waive and release the Debtors' estates from the Blue Apron Misship Admin Claim. For the avoidance of doubt, if the Settlement Agreement is terminated pursuant to Section 12 of this Settlement Agreement (a) the Blue Apron Misship Admin Claim shall be in full force and effect and (b) FreshRealm shall not contest or otherwise object to the classification of the Blue Apron Misship Admin Claim as an administrative claim under section 503(b)(1) of the Bankruptcy Code; provided, however, FreshRealm reserves all rights to contest or otherwise object to the amount of the Blue Apron Misship Admin Claim under Section 6(c) of the PFA.

6. End of Life Product Payments. Within one (1) business day of the filing of the Approval Motion, Blue Apron shall pay $5,104,878.00 in End of Life Product Payments to the Debtors' estates.

[6] This amount is based upon current estimates. The Parties reserve all rights to assert, upon the occurrence of the Termination Date, updates with respect to the amount of the FreshRealm Misship Payment.

7. Setoff and Recoupment. Solely during the period from the Execution Date through the earlier of the Termination Date and the Effective Date, Blue Apron waives the right under Section 8(a) of the PFA to withhold, offset, recoup or debit any amounts it owes to FreshRealm, under the PFA or any other Agreement, against any other amount owed to Blue Apron by FreshRealm under the PFA or any other Agreement. For the avoidance of doubt, if the Settlement Agreement is terminated pursuant to Section 12 of this Settlement Agreement, all setoff and other rights waived by this Section 7 shall be reinstated and shall be in full force and effect.

8. Linden Remediation Costs. Blue Apron and FreshRealm confirm and agree that upon termination of the Sublease at the Linden Facility, (i) FreshRealm shall surrender the Linden Facility premises in good condition (other than ordinary wear and tear) and broom clean, except that FreshRealm shall remove its personal property and trade fixtures and restore any damage caused by that removal; (ii) FreshRealm is not required to remove any alterations or improvements made by Blue Apron to the Linden Facility; and (iii) Blue Apron is solely responsible to remove the alterations that it made to the Linden Facility premises and pay any and all restoration and remediation costs to the landlord at the Linden Facility.

9. Rejection of the Agreements Upon the Effective Date. On the Effective Date, the Agreements (other than the Sublease as it relates to the NJ Facility) shall be rejected pursuant to section 365 of the Bankruptcy Code. Such rejection shall be expressly approved by the Approval Order. On the Service Transfer Date (as defined in the TSA), the Sublease as it relates to the NJ Facility shall be rejected pursuant to section 365 of the Bankruptcy Code. Except as expressly preserved herein, any and all claims, including rejection damage claims, assertable by Blue Apron with respect to the Debtors' rejection of the Agreements shall be waived and forever released against the Debtors' estates.

10. The Settlement Payment and Guaranty. As additional consideration for the Transition Services and other benefits received by Blue Apron under this Settlement Agreement (a) upon the Effective Date, Blue Apron shall remit to FreshRealm $10,000,000 in Cash, and (b) beginning on the first business day of the first month following the Service Transfer Date (as defined in the TSA), Blue Apron shall pay or cause to be paid to the Agent, for the benefit of the DIP Lenders, $32,000,000 in Cash in 15 equal monthly installments (the "***Deferred Payments***"), by wire transfer to an account designated by the Agent, for the benefit of the DIP Lenders. The Deferred Payments shall be guaranteed by Wonder Group and it is executing this Settlement Agreement in its capacity as guarantor.

11. Release. Upon the Effective Date, FreshRealm and Blue Apron, on their own behalf and on behalf of their respective estates, heirs, personal representatives, successors, assigns, partners, directors, officers, stockholders, members, managers, general managers, owners, trustees, affiliates, employees, agents, and attorneys, past or present (collectively, the "***Releasing Parties***"), release and forever discharge the other party and its affiliates and its and their respective directors,

officers, stockholders, members, managers, general managers, partners, owners, trustees, affiliates, employees, agents, and attorneys, past or present, and the respective successors, assigns heirs, and personal representatives of each of the foregoing parties (collectively, the "***Released Parties***"), from any and all claims, damages, causes of action, actions, demands, suits, rights, costs and expenses (including attorneys fees), known or unknown, choate or inchoate, of whatever kind or nature, whether direct, indirect, derivative, vicarious or subrogated in nature, which the Releasing Parties have, had or could have had as of the date of execution of this Settlement Agreement (collectively, the "***Potential Claims***"). The Potential Claims released under this Settlement Agreement include, without limitation, (a) any Potential Claims that could be asserted under the PFA and/or the other Agreements under contract, tort or any other legal theory and (b) any and all claims that may be asserted directly or derivatively by the Debtors or the Debtors' estates. Each of the Released Parties are intended third-party beneficiaries of this release and may enforce this release. Nothing in this paragraph affects the ability of any Party to enforce the rights and obligations specifically provided for in this Settlement Agreement, or the TSA. Notwithstanding anything to the contrary contained in this Section 12, consistent with Section 6 Blue Apron shall retain and not release the Blue Apron Misship GUC.

12. Automatic Termination. Unless earlier waived in writing by mutual agreement of the Parties, this Settlement Agreement shall automatically terminate if (a) the Approval Order is not entered by the Bankruptcy Court within thirty-one (31) days of the Petition Date or (b) the Effective Date has not occurred within forty-six (46) days) of the Petition Date (the date of such automatic termination, the "***Termination Date***").

13. Entire Agreement; Amendment; Assigns. All agreements, covenants, representations and warranties, express and implied, oral and written, of the Parties to this Settlement Agreement concerning its subject matter are contained herein. The Parties represent and acknowledge that in executing this Settlement Agreement, they do not rely and have not relied upon any other agreement, covenant, representation, statement or warranty, express or implied, oral or written, whether made by the Parties, or any other person or entity, with regard to the subject matter, basis or effect of this Settlement Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter of this Settlement Agreement are merged herein. This is an integrated agreement. Any amendment to this Settlement Agreement must be in writing and signed by each of the Parties. This Settlement Agreement is for the benefit of, and shall be binding upon, the successors and assigns of the Parties, including, any chapter 7 trustee appointed in a successor case. The Parties may not assign this Settlement Agreement without prior written consent of all other Parties.

14. Consultation with Attorneys. The Parties each acknowledge and warrant that they have had sufficient time to review and consider this Settlement Agreement, and they have had the opportunity to consult with their respective legal counsel regarding the advisability of entering into

this Settlement Agreement, including the releases provided herein. Each Party shall bear its own costs and attorneys' fees associated with this Settlement Agreement and the matters released herein.

15. Governing Law. This Settlement Agreement will be governed by Delaware Law, without regard to any state's conflict of laws rules. Any claim arising out of, relating to, referencing, or concerning this Settlement Agreement, may be brought only in the Bankruptcy Court, so long as all of the Chapter 11 Cases remain open. The Parties submit to the jurisdiction of the Bankruptcy Court for this purpose. After all of the Chapter 11 Cases are closed, the Parties submit to the jurisdiction of the federal or state courts in Delaware to decide any disputes arising under this Settlement Agreement.

16. No Waiver. No waiver of any of the provisions of this Settlement Agreement will be deemed to constitute a waiver of any of the other provisions hereof, whether or not similar, nor will such waiver constitute a continuing waiver. The failure of any of the Parties to insist upon strict adherence to any term of this Settlement Agreement on any occasion shall not be considered a waiver thereof or deprive any of the Parties of the right thereafter to insist upon strict adherence to that term or any other term of this Settlement Agreement.

17. Interpretation; Severability. If any provision of this Settlement Agreement should require interpretation, the Parties agree there shall be no presumption for or against any Party based on drafting or preparation. If any provision of this Settlement Agreement is deemed illegal, void or non-enforceable, the Parties agree that all remaining provisions of this Settlement Agreement will remain in full force and effect to the maximum extent feasible.

18. Not Admissible in Evidence. This Settlement Agreement and the contents hereof will not be admissible as evidence in any litigation except to enforce this Settlement Agreement and will not be deemed to be an admission by any Party under this Settlement Agreement.

19. Authorization. Each of the undersigned individuals signing this Settlement Agreement as an authorized agent of a Party represents and warrants that he or she is fully authorized to execute this Settlement Agreement on behalf of his or her representative principal and to bind that principal to the terms, conditions, and warranties contained herein.

20. Execution; Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Execution may be made by digital or electronic signature which, for all purposes, shall be deemed to be an original signature. A signed copy of this Settlement Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Settlement Agreement.

21. Construction. Words in the singular number in this Agreement shall be construed to include the plural, and vice versa, unless the context requires otherwise. The words "include" or "including" when used in this Agreement shall mean "including, but not limited to." The word "or" shall not be exclusive.

22. Headings. The headings in this Agreement are provided solely for convenience and organization. They do not alter or affect the meaning of this Agreement.

23. Notices. All notices required or permitted hereunder shall be provided to the Party to be notified, in writing by both overnight delivery and email, both directly and to the Party's counsel as specified below, unless informed of a change of address in writing:

If to FreshRealm:

FreshRealm, Inc.
Attn: Bryan Fleming or CFO
901 W. Linden Avenue
Linden, New Jersey 07036
Email: bfleming@freshrealm.com

With a copy by email to:

Email: rjareck@coleschotz.com

If to Blue Apron:

Blue Apron, LLC
Attn: General Counsel
28 Liberty Street, 28th Floor
New York, NY 10005

With a copy by email to:

Email: legalnotices@blueapron.com
Andrew.Sorkin@lw.com

[*Signature pages follow*]

Execution Version

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FreshRealm, Inc.:

FreshRealm, Inc.

Signed by:
By: Bryan Fleming
B40B6009E7A54F9...
Name: Bryan Fleming
Title: CFO

Blue Apron, LLC:

Blue Apron, LLC
By: Blue Apron Holdings, Inc., its Sole Member

By: ______________________________
Name:
Title:

Wonder Group, Inc.:

Wonder Group, Inc.

By: ______________________________
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FreshRealm, Inc.:

FreshRealm, Inc.

By: ______________________________
Name: Bryan Fleming
Title: CFO

Blue Apron, LLC:

Blue Apron, LLC
By: Blue Apron Holdings, Inc., its Sole Member

DocuSigned by:
By: Jay Naik
47E717808C794B4...
Name: Jay Naik
Title: President

Wonder Group, Inc.:

Wonder Group, Inc.

DocuSigned by:
By: Jay Naik
47E717808C794B4...
Name: Jay Naik
Title: President

Execution Version

Exhibit 1

(TSA)

EXHIBIT C

Asset Purchase Agreement

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

MISFITS MARKET, INC.,

as Buyer;

FRESHREALM, INC.,

as Seller; and

solely for the purposes of Section 2.07 and Section 10.07,

BLUE APRON, LLC

Dated as of April 27, 2026

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71306/0001-52915024v10

<u>Exhibits</u>

<u>Schedules</u>

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is dated as of April 27, 2026 (the "Effective Date"), and is entered into by and among **MISFITS MARKET, INC.**, a Delaware corporation ("Buyer"), **FRESHREALM, INC**., a Delaware corporation ("Seller") and, solely for the purposes of Section 2.07 and Section 10.07, Blue Apron, LLC, a Delaware limited liability company ("Blue Apron"). Each of Buyer and Seller are at times referred to herein individually as a "Party" and together as the "Parties".

RECITALS

WHEREAS, Seller is engaged in the business of providing fulfillment and related services and owns certain inventory and accounts receivable in connection therewith; and

WHEREAS, on April 27, 2026, Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (such case, the "Bankruptcy Case"), and continues to operate its business and manage its properties as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, Seller and Buyer have agreed that the sale, transfer and assignment of the Acquired Assets shall be effected pursuant to sections 105, 363, and 365 of the Bankruptcy Code, subject to approval by the Bankruptcy Court;

WHEREAS, in connection with the Bankruptcy Case and subject to the terms and conditions contained herein, following entry of the Sale Order approving, among other things, (i) the settlement between the Seller and Blue Apron pursuant to Bankruptcy Rule 9019, including, the transfer and assignment of the Acquired Assets to Buyer, as designee of Blue Apron (the "Settlement") and (ii) the sale of the Acquired Assets (including the assumption and assignment of the Designated Contracts) to Buyer, and such Sale Order becoming a Final Order, Seller shall sell and transfer to Buyer, and Buyer shall purchase and acquire from Seller, pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Acquired Assets, all as more specifically provided herein and in the Sale Order;

WHEREAS, in satisfaction of its obligations under the Sale Order, Seller desires to sell, transfer, convey, assign and deliver to Buyer, the Acquired Assets (as defined herein), and Buyer desires to purchase, acquire and accept the Acquired Assets and assume the Assumed Liabilities (as defined herein), upon the terms and conditions set forth in this Agreement (the "Transaction").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

"Accounts Receivable" has the meaning set forth in Section 2.01(b).

"Acquired Assets" has the meaning set forth in Section 2.01.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Assumption Notice" has the meaning set forth in the Transition Services Agreement.

"Assumed Liabilities" has the meaning set forth in Section 2.03.

"Assumed Obligations" has the meaning set forth in Section 2.03(a).

"Bankruptcy Case" has the meaning set forth in the recitals.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as amended from time to time.

"Benefit Plan" means any plan, program, policy, practice, contract, agreement or other arrangement providing for compensation, severance, retention or change of control compensation or benefits, incentives, bonuses, termination pay, deferred compensation, retirement benefits, profit sharing, medical, life, or disability insurance or benefits, performance awards, stock or stock-related awards, vacation, paid time off, welfare and fringe benefits or other employee benefits or remuneration of any kind, whether written or unwritten or otherwise, funded or unfunded, including without limitation, each "employee benefit plan" within the meaning of Section 3(3) of ERISA and each "employee pension benefit plan" within the meaning of Section 3(2) of ERISA, whether or not subject to ERISA, each of which is or has been maintained, contributed to, or required to be contributed to, by Seller or any of its ERISA Affiliates for the benefit of any Employee, or with respect to which Seller or any of its ERISA Affiliates has or may have any Liability or obligation.

"Blue Apron" has the meaning set forth in the preamble.

"Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in New York, New York are authorized or required by Law to close.

"Buyer" has the meaning set forth in the preamble.

"CA Facility" has the meaning set forth in Section 4.04(d).

"Cash Payment" has the meaning set forth in Section 2.06.

"Closing" has the meaning set forth in Section 3.01.

"Closing Date" has the meaning set forth in Section 3.01.

"Code" means the Internal Revenue Code of 1986, as amended.

"Cure Costs" has the meaning set forth in the Transition Services Agreement.

"COBRA Obligations" has the meaning set forth in Section 6.05.

"Continuing Plans" has the meaning set forth in Section 6.05.

"Contract" means any written or oral agreement, contract, lease, sublease, license, sublicense, obligation, promise, undertaking, commitment, or other binding arrangement or understanding.

"Designated Contracts" has the meaning set forth in the Transition Services Agreement.

"Determined Cure Costs" has the meaning set forth in the Transition Services Agreement.

"Dispute Notice" has the meaning set forth in Section 2.07(c).

"Dispute Period" has the meaning set forth in Section 2.07(c).

"Dollars" or "$" means the lawful currency of the United States.

"Effective Date" has the meaning set forth in the preamble.

"Employee" means any current or former employee, director, advisor, consultant or independent contractor of Seller or any of its ERISA Affiliates.

"Equipment" has the meaning set forth in Section 2.01(c).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any person or entity under common control with Seller within the meaning of Section 4001(b) of ERISA or Section 414(b), (c), (m) or (o) of the Code from time to time.

"Encumbrance" means any lien, pledge, security interest, charge, claim, mortgage, deed of trust, option, right of first refusal, preemptive right, restriction on transfer, or other encumbrance of any kind or nature, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

"Excluded Assets" has the meaning set forth in Section 2.02.

"Excluded Liabilities" has the meaning set forth in Section 2.04.

"Final Order" means an order or judgment of the Bankruptcy Court, as entered on the docket of the Bankruptcy Court, that has not been reversed, stayed, modified, or amended, and as to which (a) the time to appeal, seek review or rehearing or petition for certiorari has expired and no timely filed appeal or petition for review, rehearing, remand or certiorari is pending, or (b) any appeal taken or petition for certiorari filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the appeal has been dismissed by the appellant or by agreement; *provided*, *however*, that the possibility that a motion under section 502(j) of the Bankruptcy Code, Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or other rules governing procedure in cases before the Bankruptcy Court, may be filed with respect to such order shall not cause such order not to be a Final Order.

"Governmental Authority" means any federal, state, provincial, local, municipal, foreign, or other government, or any department, commission, board, bureau, agency, regulatory authority, instrumentality, or political subdivision thereof, or any court, arbitral body, or similar body of competent jurisdiction.

"Group Plans" has the meaning set forth in Section 6.05.

"Independent Accountant" has the meaning set forth in Section 2.07(d).

"Inventory" has the meaning set forth in Section 2.01(a).

"Knowledge of Seller" means the actual knowledge, after reasonable inquiry, of Michael Lippold and Bryan Fleming.

"Law" means any federal, state, provincial, local, municipal, foreign, international, or multinational constitution, statute, treaty, rule, regulation, ordinance, order, code, or other similar requirement enacted, adopted, promulgated, or applied by any Governmental Authority.

"Liabilities" means any debt, liability, commitment, or obligation of any kind, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due.

"Material Adverse Effect" means any change, effect, event, occurrence, development, or state of facts that, individually or in the aggregate with all other changes, effects, events, occurrences, developments, or states of facts, (a) has had or would reasonably be expected to have a material adverse effect on the Acquired Assets or the ability of Seller to consummate the Transaction, or (b) prevents or materially impairs or delays, or would reasonably be expected to prevent or materially impair or delay, the ability of Seller to consummate the Transaction; *provided*, *however*, that in no event shall any of the following, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) changes in general economic or political conditions or the securities, credit, or financial markets in general in the United States; (ii) changes in conditions generally affecting the industries in which Seller operates; (iii) the announcement or pendency of this Agreement or the Transaction; (iv) any change in applicable Law (or any interpretation thereof) after the date hereof; (v) acts of war (whether or not declared), sabotage, terrorism, military actions, or the escalation or worsening of any of the foregoing; (vi) any natural or man-made disaster, pandemic, epidemic, disease outbreak, or acts of God; (vii) any action taken or omitted to be taken by Seller at the written request or with the prior written consent of Buyer; (viii) the commencement or pendency of the Bankruptcy Case; (ix) any objections in the Bankruptcy Court to this Agreement or the Transaction or the Sale Order; or (x) any Order of the Bankruptcy Court or any actions or omissions of Seller in compliance therewith.

"NJ Facility" has the meaning set forth in Section 4.04(d).

"Order" means any order, writ, judgment, injunction, decree, rule, ruling, directive, determination, or award made, issued, entered, or rendered by any Governmental Authority, including any order entered by the Bankruptcy Court in the Bankruptcy Case.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Purchase Price" has the meaning set forth in Section 2.06.

"Qualified Benefit Plan" has the meaning set forth in Section 4.08(a).

"Sale Order" means one or more orders of the Bankruptcy Court, in form and substance reasonably acceptable to Seller and Buyer, which shall, among other things, (a) approve, pursuant to sections 105, 363, and 365 of the Bankruptcy Code, (i) the execution, delivery, and performance by Seller of this Agreement, (ii) the sale of the Acquired Assets to Buyer on the terms set forth herein and free and clear of all Encumbrances, pursuant to sections 363(b), 363(f), and 363(m) of the Bankruptcy Code, (iii) the assumption and assignment of the Designated Contracts to Buyer pursuant to Section 365 of the Bankruptcy Code, and (iv) the performance by Seller of its obligations under this Agreement, (b) find that Buyer is a "good faith" purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all protections afforded thereby, (c) find that Buyer is not a successor to Seller and shall have no successor or transferee liability of any kind, (d) find that Buyer shall have no liability or responsibility for any liability or other obligation of Seller arising under or related to the Acquired Assets other than as expressly set forth in this Agreement, including any successor or vicarious liabilities of any kind or character, and (e) approve the Settlement pursuant to Bankruptcy Rule 9019.

"Schedules" means the disclosure schedules delivered by Seller to Buyer in connection with the execution of this Agreement.

"Seller" has the meaning set forth in the preamble.

"Settlement" has the meaning set forth in the recitals.

"Settlement Agreement" means that certain agreement dated as of April 27, 2026 between Seller and Blue Apron.

"Settlement Effective Date" means the Effective Date as defined in the Settlement Agreement.

"Tax Return" means any return, declaration, report, claim for refund, information return, document or statement relating to Taxes filed or required to be filed with any Governmental Authority, including any schedule or attachment thereto or any amendment thereof.

"Taxes" means all federal, state, local, and foreign income, profits, franchise, gross receipts, environmental, customs duty, capital stock, severance, stamp, payroll, sales, employment, unemployment, disability, use, property, withholding, excise, production, value added, occupancy, and other taxes, duties, or assessments of any nature whatsoever, together with all interest, penalties, and additions thereto imposed with respect to such amounts, whether disputed or not.

"Transaction" has the meaning set forth in the recitals.

"Transfer Taxes" has the meaning set forth in Section 7.01.

"WARN Act" has the meaning set forth in Section 4.08(e).

"Working Capital" means, as of the Closing Date, the value of the Accounts Receivable, *plus* the Inventory, *plus* the Equipment, *minus* the Assumed Obligations.

"Working Capital Statement" has the meaning set forth in Section 2.07(b).

"Working Capital Target" means $13,000,000.

"Transition Services Agreement" means the Transition Services Agreement to be entered into between Seller (or its designees) and Buyer at Closing, substantially in the form attached hereto as Exhibit A.

ARTICLE II.
PURCHASE AND SALE

Section 2.01 Purchase and Sale of Acquired Assets. On the terms and subject to the conditions of this Agreement, at the Closing, in exchange for the consideration under the Settlement and an aggregate payment from Buyer to Seller equal to the Purchase Price, and pursuant to sections 105, 363, and 365 of the Bankruptcy Code and the Sale Order, Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase, acquire, and accept from Seller, free and clear of all Encumbrances, all of Seller's right, title, and interest in, to, and under the following assets (collectively, the "Acquired Assets"):

(a) all inventory, packaging, raw materials, work-in-process, finished goods, supplies, and other tangible personal property that is owned by Seller and is (i) located at the CA

Facility or the NJ Facility, and (ii) attributable to Blue Apron or MMM Consumer Brands, Inc. (the "Inventory");

(b) all accounts receivable, trade receivables, notes receivable, and other rights to payment for goods sold or services rendered by Seller, including any security held for such accounts, as set forth on Schedule 2.01(b) (the "Accounts Receivable");

(c) all items of machinery, equipment, and supplies set forth on Schedule 2.01(c) and spare and replacement items therefor (the "Equipment");

(d) all books, records, data, files, and documents, solely to the extent related to the Acquired Assets, if any; and

(e) all of Seller's right, title, and interest in, to, and under the Designated Contracts.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall retain, and shall not sell, assign, transfer, convey, or deliver to Buyer, and Buyer shall not purchase, acquire, or accept from Seller, any assets of Seller other than the Acquired Assets (collectively, the "Excluded Assets"), including the following:

(a) all cash and cash equivalents, bank accounts, deposits, and securities of Seller;

(b) all accounts receivable and notes receivable of Seller other than the Accounts Receivable;

(c) all real property and interests in real property, including all leases and subleases of real property;

(d) all tangible personal property, machinery, equipment, vehicles, furniture, fixtures, and improvements not specifically scheduled on Schedule 2.01(c);

(e) all Benefit Plans and related assets, and all employment, consulting, severance, or similar agreements;

(f) all personnel records and other records that Seller is required by Law to retain;

(g) all Tax refunds, credits, and attributes of Seller;

(h) all rights under or arising out of this Agreement;

(i) all attorney-client privilege and attorney work-product protections;

(j) all intellectual property, domain names, and technology owned by or licensed to Seller;

(k) all Contracts to which Seller is a party other than the Designated Contracts;

(l) all permits held by Seller;

(m) Seller's organizational documents, qualifications to do business, taxpayer and other identification numbers, seals, minute books, stock transfer books, and other documents relating to the organization, maintenance, and existence of Seller as a corporation; and

(n) all other assets of Seller not specifically included in the Acquired Assets.

Section 2.03 Assumed Liabilities. On the terms and subject to the conditions of this Agreement, at the Closing, Buyer shall assume and agree to pay, perform, and discharge when due, the following liabilities (collectively, the "Assumed Liabilities"):

(a) the obligations of Seller as set forth on Schedule 2.03 (the "Assumed Obligations"); and

(b) all Liabilities arising under the Designated Contracts from and after the Closing Date, including all Determined Cure Costs with respect thereto; and

(c) all Liabilities arising from the ownership of the Acquired Assets from and after the Closing Date.

Section 2.04 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, Buyer shall not assume or be obligated to pay, perform, or discharge any Liabilities of Seller of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the Closing Date or arising thereafter as a result of any act, omission, or circumstances taking place prior to the Closing other than the Assumed Liabilities (collectively, the "Excluded Liabilities"), including, without limitation, the following:

(a) any Liability of Seller relating to or arising from the Acquired Assets to the extent relating to or arising from any period prior to the Closing Date, except for the Assumed Obligations;

(b) any Liability for (i) Taxes of Seller (or any member, stockholder or Affiliate of Seller), or for which Seller (or any member, stockholder or Affiliate of Seller) is or are liable, for any period (including any such Tax that becomes a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law), (ii) Taxes related to the Excluded Assets for any period, (iii) Taxes related to the Acquired Assets for any period (or any portion thereof) ending on or prior to the Closing Date, and (iv) fifty percent (50%) of Transfer Taxes pursuant to Section 7.01;

(c) any Liability arising under any Excluded Asset;

(d) any Liability for any claim, action, suit, investigation, or proceeding pending or threatened against Seller or any of its Affiliates;

(e) any Liability under any Benefit Plan or relating to any Employees;

(f) any Liability of Seller for any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller, including, without limitation, any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments;

(g) any recall, design defect or similar claims of any products manufactured or sold or any service performed by Seller;

(h) any product Liability or similar claim for injury to a Person or property which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by Seller, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by Seller;

(i) any Liability arising out of or relating to any violation of Law by Seller;

(j) any indebtedness for borrowed money of Seller;

(k) any Liability arising out of or relating to any Excluded Asset;

(l) any Liability to the extent arising out of or relating to any breach, default, or violation by Seller prior to the Closing Date under any Contract; and

(m) any other Liabilities of Seller not specifically included in the Assumed Liabilities.

Section 2.05 Further Assurances. From and after the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the Transaction.

Section 2.06 Purchase Price. The aggregate purchase price for the Acquired Assets (the "Purchase Price") shall be an amount equal to (a) $1 in cash (the "Cash Payment") and (b) the assumption of the Assumed Liabilities, in each case subject to adjustment as set forth in Section 2.07.

Section 2.07 Working Capital.

(a) On or prior to the Effective Date, Seller shall deliver to Buyer and Blue Apron a schedule setting forth a good faith estimate of the Working Capital, including a detailed schedule of the Inventory and Equipment expected to be outstanding, as of the Closing Date, and no later than three (3) days prior to the Closing Date, Seller shall deliver to Buyer an updated schedule setting forth Seller's good faith estimate of the Working Capital as of the Closing Date. Seller shall use commercially reasonable efforts to provide such updated schedule (including backup documentation and supporting calculations for such estimates); *provided*, *however*, that Seller's delivery of such updated documentation and/or supporting calculations may be delayed to the extent reasonably necessary to complete Seller's month-end closing procedures.

(b) Within twenty-one (21) days after the Closing Date, Seller shall deliver to Buyer and Blue Apron a schedule setting forth Seller's calculation of the actual Working Capital as of the Closing Date (the "Working Capital Statement").

(c) If Buyer and/or Blue Apron disagrees with the Working Capital Statement, Buyer and/or Blue Apron (as applicable) shall notify Seller and the other party in writing of such disagreement within fourteen (14) days after receipt of the Working Capital Statement (the "Dispute Notice"), setting forth in reasonable detail the basis for such disagreement (including specific items of disagreement with each of Accounts Receivable, Inventory, Equipment, and Assumed Obligations, as applicable). Buyer, Seller and Blue Apron shall negotiate in good faith to resolve any disagreement noted in the Dispute Notice within fourteen (14) days after Seller's receipt of Buyer's and/or Blue Apron's notice(s) of disagreement (the "Dispute Period").

(d) If Buyer, Seller and Blue Apron are unable to resolve any disagreement regarding the Working Capital Statement during the Dispute Period, such dispute shall be submitted to an independent accountant of nationally recognized standing mutually acceptable to Buyer, Seller and Blue Apron (the "Independent Accountant"). The Independent Accountant shall resolve the dispute no later than thirty (30) days after submission, and such determination shall be final and binding upon the Parties. The fees and expenses of the Independent Accountant shall be shared amongst the Parties in the manner determined by the Independent Accountant (based on the principle that fees should be borne in inverse proportion to the ultimate correctness of such disputing party's position).

(e) If the Working Capital as finally determined pursuant to this Section 2.07 is less than eighty-five percent (85%) of the Working Capital Target (i.e., less than $11,050,000), Blue Apron shall fund to Buyer, on a dollar-for-dollar basis, the amount by which the Working Capital as finally determined is less than $11,050,000, such that Buyer receives Working Capital of not less than $11,050,000. If the Working Capital as finally determined pursuant to this Section 2.07 exceeds one hundred and fifteen percent (115%) of the Working Capital Target (i.e., greater than $14,950,000), Buyer shall pay to Seller, on a dollar-for-dollar basis, the amount by which the Working Capital as finally determined exceeds $14,950,000 in equal, weekly installments over the remaining balance of the Transition Period (as defined in the Transition Services Agreement). For the avoidance of doubt, if the Working Capital as finally determined is equal to or greater than eighty-five percent (85%) of the Working Capital Target and equal to or less than one hundred and fifteen percent (115%) of the Working Capital Target, no adjustment shall be made pursuant to this Section 2.07.

ARTICLE III.
CLOSING

Section 3.01 Closing. The closing of the Transaction (the "Closing") shall take place remotely by exchange of documents and signatures electronically (or by such other means as the parties may agree) on the later of (i) the Settlement Effective Date and (ii) the date that is no later than two (2) Business Days following the date on which the Sale Order has been entered by the Bankruptcy Court and is a Final Order (the date on which the Closing actually occurs, the "Closing Date").

Section 3.02 Seller Closing Deliverables. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

(a) a bill of sale and assignment and assumption agreement (the "Bill of Sale and Assignment and Assumption Agreement"), in the form and substance acceptable to Buyer, duly executed by Seller, evidencing the sale, transfer, conveyance, and assignment of the Acquired Assets to Buyer;

(b) a duly executed counterpart to the Transition Services Agreement;

(c) a certificate of the Secretary (or equivalent officer) of Seller certifying (i) the resolutions duly adopted by the governing body of Seller authorizing the execution and delivery of this Agreement and the consummation of the Transaction, and (ii) the incumbency and signatures of the officers of Seller executing this Agreement and any other documents delivered in connection herewith;

(d) a duly executed and completed IRS Form W-9 of Seller; and

(e) such other documents, instruments, or certificates as Buyer may reasonably request to evidence and effectuate the consummation of the Transaction.

Section 3.03 Buyer Closing Deliverables. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

(a) the Cash Payment;

(b) a duly executed counterpart to the Bill of Sale and Assignment and Assumption Agreement;

(c) a duly executed counterpart to the Transition Services Agreement;

(d) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of Buyer certifying (i) the resolutions duly adopted by the governing body of Buyer authorizing the execution and delivery of this Agreement and the consummation of the Transaction, and (ii) the incumbency and signatures of the officers of Buyer executing this Agreement and any other documents delivered in connection herewith; and

(e) such other documents, instruments, or certificates as Seller may reasonably request to evidence and effectuate the consummation of the Transaction.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the correspondingly numbered Sections of the Schedules, Seller represents and warrants to Buyer that the statements contained in this Article IV are true and correct as of the date of this Agreement and as of the Closing Date.

Section 4.01 Organization and Qualification of Seller. Seller is a corporation duly organized, validly existing, and in good standing under the Laws of the State of its formation, and has all requisite power and authority to own, lease, and operate its properties and to carry on its business as presently conducted.

Section 4.02 Authority of Seller. Seller has full power and authority to execute and deliver this Agreement and each other agreement, document, or instrument to be executed and delivered by Seller in connection herewith, to perform its obligations hereunder and thereunder, and to consummate the Transaction. The execution, delivery, and performance of this Agreement and the consummation of the Transaction have been duly authorized by all necessary action on the part of Seller. This Agreement has been duly executed and delivered by Seller and, assuming the due authorization, execution, and delivery by Buyer, constitutes a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

Section 4.03 No Conflicts. The execution, delivery, and performance of this Agreement by Seller and the consummation of the Transaction do not and will not (a) violate, conflict with, or result in a breach of any provision of the certificate of incorporation, bylaws, or other organizational documents of Seller, (b) violate or result in a breach of any Law applicable to Seller, or (c) except as would not reasonably be expected to have a Material Adverse Effect, violate, conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any Contract to which Seller is a party or by which Seller or any of its assets is bound.

Section 4.04 Title to Acquired Assets; Condition of Inventory and Equipment; Working Capital.

(a) Seller has good and valid title to all of the Acquired Assets, free and clear of all Encumbrances.

(b) To the Knowledge of Seller, the Inventory (i) is of merchantable quality and fit for sale or use in the ordinary course of business, (ii) is not obsolete, damaged, defective, expired, or of below-standard quality, and (iii) has been stored and maintained in accordance with all applicable Laws, including all applicable food safety, health, and regulatory requirements. Schedule 2.01(a) sets forth an accurate and complete list of all Inventory as of a date no earlier than three (3) Business Days prior to the Closing Date, including the type, quantity, location, and condition of such Inventory.

(c) The Equipment (i) is in good operating condition and repair (ordinary wear and tear excepted), (ii) has been maintained in accordance with normal industry practice, and (iii) is suitable for the purposes for which it is currently being used.

(d) The Inventory and Equipment are located at the manufacturing facilities located at 901 W. Linden Avenue, Linden, NJ 07036 (the "NJ Facility") and at 3151 Regatta Blvd. B60, Richmond, CA 94804 (the "CA Facility").

(e) Schedule 4.04 contains a schedule setting forth (a) Seller's good faith estimate of the Working Capital as of the Closing Date, and (b) a detailed schedule of Inventory, Equipment and Accounts Receivable as of February 28, 2026.

Section 4.05 Accounts Receivable; Assumed Obligations.

(a) The Accounts Receivable (i) arose from bona fide transactions in the ordinary course of business consistent with Seller's collection practices, (ii) represent valid obligations of the account debtors for goods sold or services actually rendered, and (iii) are not subject to any valid defense, set-off, counterclaim, allowance, credit, or other reduction, in each case except as would not reasonably be expected to have a Material Adverse Effect. No account debtor has refused, or threatened to refuse, to pay any Accounts Receivable, and no account debtor has asserted, or threatened to assert, any right of set-off or counterclaim with respect to any Accounts Receivable. Schedule 2.01(b) sets forth an accurate and complete aging of the Accounts Receivable as of a date no earlier than three (3) Business Days prior to the Closing Date, including the name and address of each account debtor, the invoice date, the amount, and the due date of each such Account Receivable. To the Knowledge of Seller, no Accounts Receivable have been outstanding for more than one hundred twenty (120) days past the applicable invoice date, and no reserves or write-downs have been recorded against any of the Accounts Receivable.

(b) All Assumed Obligations (i) arose in the ordinary course of business consistent with past practice, and (ii) represent bona fide obligations for goods actually delivered to or services actually rendered to Seller. Schedule 2.03 sets forth an accurate and complete aging of the Assumed Obligations as of a date no earlier than three (3) Business Days prior to the Closing Date, including the name and address of each account creditor, the invoice date, the amount, and the due date of each such Assumed Obligation.

Section 4.06 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transaction or any other transaction document based upon arrangements made by or on behalf of Seller.

Section 4.07 Operational Resources.

(a) Seller represents and warrants to Buyer that Schedule 4.07 sets forth, as of a date no earlier than five (5) Business Days prior to the Closing Date, a true, correct, and complete list of the following, in each case to the extent necessary or used in connection with the operation, maintenance, storage, handling, collection, or administration of the Inventory and the Equipment in the ordinary course of business consistent with past practice during the twelve (12) months immediately prior to the Closing Date:

(i) all software, systems, platforms, and technology (whether owned, licensed, or provided as a service) used in connection with the tracking, management, storage, sale, distribution, invoicing, or collection of the Inventory and the Equipment, together with a description of the applicable license, subscription, or access arrangement and any fees associated therewith;

(ii) all facilities, warehouses, distribution centers, and other locations at which any Inventory and the Equipment is located, operated, stored, or maintained, together with a description of the applicable lease, sublease, license, or other occupancy arrangement (including the parties thereto, the term, the rent or fees, and any termination or change-of-control provisions);

(iii) all permits, licenses, registrations, certifications, and approvals of any Governmental Authority required for or used in connection with the operation, storage, handling, transport, or sale of the Inventory and the Equipment, together with the issuing authority, expiration date, and any conditions or restrictions applicable thereto; and

(iv) all material utilities, insurance policies, and other operational arrangements necessary for the continued operation, maintenance, and administration of the Inventory and the Equipment in a manner consistent with past practice.

(b) Seller further represents and warrants that Schedule 4.07 identifies, with reasonable specificity, those items set forth in clauses (a)(i) through (a)(iv) above that Seller reasonably believes will not be available to Buyer following the Closing (whether by reason of the Transaction, the bankruptcy proceedings of Seller, the termination or expiration of any agreement, or otherwise), together with a description of any reasonably anticipated replacement or alternative arrangement.

Section 4.08 Employee Benefit and Employment Matters.

(a) Benefit Plans. To Seller's knowledge, Seller is in material compliance with Benefit Plan terms and all applicable laws for each Benefit Plan including, but not limited to, ERISA and the Code. Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a "Qualified Benefit Plan") has received a favorable determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, and, to the Knowledge of Seller, no event has occurred that would reasonably be expected to give rise to the disqualification of any such Benefit Plan.

(b) No Post Employment Obligations. No Benefit Plan provides, or has any liability to provide, life insurance, medical or other employee benefits to any Employee upon his or her retirement or termination of employment for any reason, except as may be required by statute, and Seller has never represented, promised or contracted (whether in oral or written form) to any Employee (either individually or to Employees as a group) that such Employee(s) would be provided with life insurance, medical or other employee welfare benefits upon their retirement or termination of employment, except to the extent required by statute.

(c) Absence of Certain Benefit Plans. No Benefit Plan is and neither Seller nor any ERISA Affiliate has ever maintained, contributed to or sponsored (or been required to maintain, contribute to or sponsor) any plan that is or was: (i) subject to the minimum funding standards of Section 302 of ERISA or Section 412 of the Code; (ii) a "multi-employer plan" (as defined in Section 3(37) of ERISA); (iii) a "multiple employer plan" as such term is defined in Section 413(c) of the Code; (iv) a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA); (v) is a "funded welfare plan" within the meaning of Section 419 of the

Code; or (vi) a self-funded or self-insured plan that provides benefits to Employees (including any such plan pursuant to which a stop-loss policy or contract applies) and no Benefit Plan is self-insured.

(d) Employment Matters. Seller and each of its ERISA Affiliates: (i) are in compliance in all material respects with all applicable federal, state and local laws, rules and regulations respecting employment, worker classification (including classification of any person as exempt or non-exempt or as an independent contractor rather than an employee), employment practices, terms and conditions of employment and wages and hours, in each case, with respect to Employees; (ii) have withheld and reported all amounts required by Law or by agreement to be withheld and reported with respect to the wages, salaries and other payments to Employees by virtue of employment, the transactions specifically contemplated by this Agreement or otherwise; (iii) are not liable for any arrears of wages or any Taxes or any penalty for failure to comply with any of the foregoing; and (iv) are not liable for any payment to any trust or other fund or to any governmental or administrative authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for Employees (other than routine payments to be made in the normal course of business and consistent with past practice).

(e) Labor. Neither Seller nor any of its ERISA Affiliates is a party to any labor, collective bargaining agreement or employee association, there are no labor or collective bargaining agreements or any other similar agreements which pertain to Employees, no collective bargaining agreement is being negotiated by Seller or any of its ERISA Affiliates and neither Seller nor any of its ERISA Affiliates has any duty to bargain with any labor organization. There is no pending demand for recognition or any other request or demand from a labor organization for representative status with respect to any Employee. To the Knowledge of Seller, there are no activities or proceedings of any labor union or to organize its Employees. There has been no "mass layoff" or "plant closing" (as defined by the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar state, provincial or local Law (the "WARN Act")) with respect to Seller and Seller has complied at all times with the WARN Act.

(f) 409A. Schedule 4.08 lists all "nonqualified deferred compensation plans" (within the meaning of Section 409A of the Code) to which Seller is a party. Each such nonqualified deferred compensation plan to which Seller is a party is in compliance with the requirements of Section 409A by its terms and has been operated in accordance with such requirements.

Section 4.09 No Other Representations. Except for the representations and warranties expressly set forth in this Article IV, neither Seller nor any other Person on behalf of Seller makes any express or implied representation or warranty with respect to Seller, the Acquired Assets, or the Transaction, and Seller disclaims any other representations or warranties, whether made by Seller or any of its Affiliates, officers, directors, employees, agents, or representatives. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE IV, SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, AND SELLER HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY WITH RESPECT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE CONSUMMATION OF THE TRANSACTION, INCLUDING ANY

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article V are true and correct as of the date of this Agreement and as of the Closing Date.

Section 5.01 Organization of Buyer. Buyer is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Delaware, and has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as presently conducted.

Section 5.02 Authority of Buyer. Buyer has full corporate power and authority to execute and deliver this Agreement and each other agreement, document, or instrument to be executed and delivered by Buyer in connection herewith, to perform its obligations hereunder and thereunder, and to consummate the Transaction. The execution, delivery, and performance of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and, assuming the due authorization, execution, and delivery by Seller, constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

Section 5.03 No Conflicts. The execution, delivery, and performance of this Agreement by Buyer and the consummation of the Transaction do not and will not (a) violate, conflict with, or result in a breach of any provision of the certificate of incorporation, bylaws, or other organizational documents of Buyer, (b) violate or result in a breach of any Law applicable to Buyer, or (c) except as would not reasonably be expected to prevent or materially impair or delay the consummation of the Transaction, violate, conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any Contract to which Buyer is a party or by which Buyer or any of its assets is bound.

Section 5.04 Sufficiency of Funds. Buyer has, and at the Closing will have, immediately available funds sufficient to pay the Cash Payment and all other amounts payable by Buyer hereunder and to consummate the Transaction.

Section 5.05 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission from Buyer in connection with the Transaction based upon arrangements made by or on behalf of Buyer.

Section 5.06 No Outside Reliance. Buyer acknowledges and agrees that (a) Buyer has conducted its own independent investigation, review, and analysis of the Acquired Assets, which investigation, review, and analysis was performed by Buyer and its Affiliates and representatives, (b) Buyer has been afforded access to the books and records, and other assets of Seller that Buyer and its representatives have requested to review, and (c) in entering into this Agreement, Buyer has relied solely upon its own investigation and analysis and the representations and warranties expressly set forth in Article IV (as qualified by the Schedules) and acknowledges that, except as expressly set forth in Article IV, neither Seller nor any of its Affiliates or representatives makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or its Affiliates or representatives.

Section 5.07 No Other Representations. Except for the representations and warranties expressly set forth in this Article V, neither Buyer nor any other Person on behalf of Buyer makes any express or implied representation or warranty with respect to Buyer, and Buyer disclaims any other representations or warranties, whether made by Buyer or any of its Affiliates, officers, directors, employees, agents, or representatives. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE V, BUYER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, AND BUYER HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY WITH RESPECT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE CONSUMMATION OF THE TRANSACTION, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

ARTICLE VI.
COVENANTS

Section 6.01 Transition Services. At the Closing, Seller (or its designees) and Buyer shall enter into the Transition Services Agreement, pursuant to which Seller shall provide to Buyer certain transition services for a period and on terms to be set forth in the Transition Services Agreement.

Section 6.02 Publicity. Except as required by applicable Law (including any disclosure required by the Securities and Exchange Commission or other Governmental Authority), no party hereto shall issue any press release or make any public announcement relating to this Agreement or the Transaction without the prior written consent of the other parties hereto (which consent shall not be unreasonably withheld, conditioned, or delayed).

Section 6.03 Confidentiality. The parties acknowledge that certain confidential information has been and may be exchanged in connection with this Agreement. Each party agrees to keep confidential all information provided by the other party in connection with this Agreement that is not otherwise publicly available, and to use such information solely for the purposes of consummating the transactions contemplated hereby, except as required by applicable Law.

Section 6.04 Receivables. From and after the Closing, if Seller or any of its Affiliates receives or collects any funds relating to any Accounts Receivable or any other Acquired Asset, Seller or its Affiliate shall (a) hold such asset, property, right, or payment in trust for the benefit of Buyer, (b) promptly notify Buyer in writing of the receipt thereof, and (c) promptly transfer and deliver, or cause to be transferred and delivered, such asset, property, right, or payment to the Misfits Revenue Account (as defined in the Transition Services Agreement) (and in no event later than the next Business Day following receipt), without offset, deduction, or charge of any kind.

Section 6.05 Employee Matters. Seller shall be solely responsible for the payment of, and shall pay, all wages, salaries and other compensation and employee benefits (including any vacation pay, severance pay, notice pay, insurance, supplemental pension, deferred compensation, "stay" or other similar incentive bonuses, change-in-control bonuses (or other bonuses or compensation related in any way to the execution, delivery or performance of this Agreement, including in connection with the termination of any Employees), retirement and any other benefits, premiums, claims, income and employment withholding taxes and all other related costs) to any of the Employees based on or arising under their employment or engagement with Seller, in each case, earned, arising or becoming payable prior to or on the Closing. Neither Buyer nor any of its Affiliates shall assume any Liability with respect to any Benefit Plan for any of the Employees. Seller shall maintain Seller's group insurance plans and its employee welfare benefit plans, as defined in ERISA (collectively, the "Group Plans") in effect, with proper funding, for the purpose of covering all employee claims under such Group Plans ("Continuing Claims"), including (without limitation) claims that were incurred but not paid before the Closing. Seller shall be responsible for any obligations as required under Section 4980(B) of the Code and Sections 601-609 of ERISA with respect to Group Plans (collectively, "COBRA Obligations"). Buyer shall have no responsibility for the Continuing Claims or COBRA Obligations or any other health care or welfare benefit plan claims or expenses with respect to the Employees.

Section 6.06 Inventory and Equipment; Working Capital.

(a) During the period from the Effective Date to the Closing, Seller shall not move or transfer any of the Inventory or Equipment outside of the NJ Facility or the CA Facility, as applicable, or allocate, pledge, sell, assign, transfer, convey, or deliver to any third party, the Inventory or Equipment without the written consent of Buyer.

(b) Following the date hereof, and no later than May 31, 2026, Seller shall provide Buyer with a schedule setting forth (a) Seller's good faith estimate of the Working Capital as of the Closing Date, including a detailed schedule of the Inventory and Equipment, as of the Closing Date and (b) Seller's good faith calculation of the Working Capital as of March 31, 2026 and April 30, 2026. Following the date hereof, Seller shall cooperate with Buyer in providing reasonable back-up information regarding any of the foregoing information.

ARTICLE VII.
TAX MATTERS

Section 7.01 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, recording, value-added, and other similar Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the Transaction ("Transfer Taxes") shall be borne fifty percent (50%) by Seller and fifty percent (50%) by Buyer; *provided*, *however*, that the parties shall cooperate in good faith to minimize the amount of any Transfer Taxes and to avail themselves of any available exemptions from any such Transfer Taxes. The party required by applicable Law to file any Tax Return with respect to any Transfer Taxes shall timely file such Tax Return, and the other party shall cooperate with such filing party as reasonably requested.

Section 7.02 Cooperation on Tax Matters. After the Closing, Seller and Buyer agree to furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, such information and assistance relating to the Acquired Assets as is reasonably necessary for the preparation and filing of any Tax Return, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit, or proceeding relating to any Tax.

Section 7.03 Submission for Bankruptcy Court Approval. As promptly as practicable following the date hereof, Seller shall file or cause to be filed a motion with the Bankruptcy Court seeking approval of this Agreement and the Transaction. Seller and Buyer shall use their respective commercially reasonable efforts to (a) obtain entry by the Bankruptcy Court of the Sale Order and (b) consummate the Transaction as promptly as practicable. Buyer shall promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court and making employees and advisors of Buyer available to testify before the Bankruptcy Court for the purposes of, among other things, providing adequate assurance of future performance and demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code.

ARTICLE VIII.
CONDITIONS TO CLOSING

Section 8.01 Conditions to Each Party's Obligations

The respective obligations of each Party to consummate the Closing shall be subject to the satisfaction or waiver, at or prior to the Closing, of the following conditions:

(a) no Law or Order shall have been enacted, entered, promulgated, or enforced by any Governmental Authority that prohibits or makes illegal the consummation of the Transaction; and

(b) the Bankruptcy Court shall have entered the Sale Order, and such Sale Order shall be a Final Order, and the Settlement Effective Date shall have occurred.

ARTICLE IX.
TERMINATION

Section 9.01 Termination. This Agreement shall automatically terminate if the Settlement Agreement terminates without the Settlement Effective Date having occurred thereunder. Upon such termination, this Agreement shall become void and of no effect, without any liability or obligation on the part of any party hereto (or any of their respective Affiliates, officers, directors, employees, agents, or representatives), except that (i) the provisions of this Section 9.01 (*Termination*), and Article X (*Miscellaneous*) shall survive any termination of this Agreement, and (ii) no such termination shall relieve any party from liability for any willful breach of this Agreement or fraud.

ARTICLE X.
MISCELLANEOUS

Section 10.01 Survival.

All covenants and agreements contained in this Agreement that by their term are to be performed in whole or in part, or which prohibit actions, subsequent to Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to Closing, survive the Closing in accordance with their terms until fully performed or satisfied. All other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificates delivered hereunder shall not survive Closing and shall therefore terminate, including any action, arbitration or litigation for damages in respect of any breach or inaccuracy thereof. Notwithstanding the foregoing, the provisions of Article VI and Article X shall survive the Closing.

Section 10.02 Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given (a) when delivered personally to the recipient, (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), (c) when sent by email (with confirmation of transmission) if sent during normal business hours of the recipient (and if not sent during normal business hours, then on the next Business Day), or (d) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, in each case addressed to the parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.02):

if to Buyer, then to:	Misfits Market, Inc. Attention: Abhi Ramesh Email: abhi@misfitsmarket.com
with a copy (which shall not constitute notice) to:	legalnotice@misfitsmarket.com
with a copy (which shall not constitute notice) to:	Orrick, Herrington & Sutcliffe LLP 51 W 52nd St. New York, NY 10019 Attention: Spencer Cohen; Josh Beser; Laura Metzger Email: spencer.cohen@orrick.com; jbeser@orrick.com; lmetzger@orrick.com
if to Seller, then to:	FreshRealm, Inc. Attn: Bryan Fleming or CFO 901 W. Linden Avenue Linden, New Jersey 07036 Email: bfleming@freshrealm.com
with a copy (which shall not constitute notice) to:	Cole Schotz P.C. 25 Main Street Hackensack, New Jersey 07601 Attention: Ryan T. Jareck, Esq.

	Email: rjareck@coleschotz.com
if to Blue Apron, then to:	Blue Apron, LLC Attn: General Counsel 1065 Avenue of the Americas, 15th Floor New York, NY 10018 Email: legalnotices@blueapron.com
with a copy (which shall not constitute notice) to:	Latham & Watkins LLP Attn: Andrew Clark, Andrew Sorkin 10250 Constellation Blvd., Suite 1100 Los Angeles, California 90067 Email: Andrew.Clark@lw.com; Andrew.Sorkin@lw.com

Section 10.03 Interpretation. When a reference is made in this Agreement to an Article, Section, Exhibit, or Schedule, such reference shall be to an Article, Section, Exhibit, or Schedule of this Agreement unless otherwise indicated. The words "include," "includes," and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "or" is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

Section 10.04 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal, or unenforceable, had never been contained herein.

Section 10.05 Entire Agreement. This Agreement, together with all Exhibits and Schedules hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

Section 10.06 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other party; *provided*, *however*, that Buyer may assign any or all of its rights and obligations hereunder to any Affiliate of Buyer without the prior consent of Seller, *provided*, that Buyer shall remain liable for all of its obligations hereunder following any such assignment.

Section 10.07 Amendment and Waiver. This Agreement may not be amended except by an instrument in writing signed by Buyer and Seller; provided that (a) in the event of an amendment to Section 2.07, any of the components of "Working Capital" (as defined and used in this Agreement) or this Section 10.07 and (b) in the event that Blue Apron would be adversely affected by an amendment, the consent of Blue Apron shall be required. Any party hereto may (x) extend the time for the performance of any of the obligations or other acts of the other party, (y) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered by the other party pursuant hereto, or (z) waive compliance with any of the agreements of the other party or conditions to such party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

Section 10.08 Governing Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND, WHERE STATE LAW IS IMPLICATED, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING AS TO MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE.

SELLER AND BUYER AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT TO THIS AGREEMENT; OR (ii) THE ACQUIRED ASSETS AND ASSUMED LIABILITIES ASSUMED PURSUANT TO OR ARISING OUT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT TO THIS AGREEMENT, AND BUYER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

Section 10.09 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the parties agree that, prior to the termination of this Agreement, each party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in federal bankruptcy courts, without proof of actual damages (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law, or inequitable for any reason.

Section 10.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 10.11 No Third-Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.12 "As Is, Where Is" Transaction. Buyer acknowledges that the Acquired Assets are being sold on an "AS IS, WHERE IS" basis, with all faults, and Buyer has relied solely on its own investigation, analysis, and evaluation of the Acquired Assets in making its decision to enter into this Agreement. Buyer further acknowledges that, except for the representations and warranties expressly set forth in Article IV, Seller has not made, and Seller hereby expressly disclaims, any representations or warranties of any kind or nature, express or implied, at common law, by statute, or otherwise, relating to the Acquired Assets, or the transactions contemplated hereby, and Buyer hereby waives any claims related to the condition of the Acquired Assets or the accuracy or completeness of any information provided or made available to Buyer.

Section 10.13 No Successor Liability.

(a) Notwithstanding anything to the contrary in this Agreement or otherwise, Buyer is purchasing the Acquired Assets and is not a successor to Seller or any of its Affiliates by reason of any theory of law or equity, and Buyer shall not assume or otherwise be responsible for any Liabilities of Seller or any of its Affiliates, whether arising before, on, or after the Closing Date, except solely to the extent expressly provided in this Agreement. Without limiting the foregoing, Buyer shall have no liability or obligation with respect to any Excluded Liabilities, and Buyer shall not be deemed, by virtue of the purchase of the Acquired Assets or any action taken in connection therewith, to: (a) be a successor or assign of Seller or any of its Affiliates or any predecessor thereof; (b) have, de facto or otherwise, merged with or into Seller or any of its Affiliates; (c) be a continuation, substantial continuation, or mere continuation of Seller, any of its Affiliates, or any enterprise of Seller or any of its Affiliates; (d) be liable for any acts or omissions of Seller or any of its Affiliates in the conduct of business or arising under or related to the Acquired Assets prior to the Closing; or (e) be liable under any doctrine of successor liability, transferee liability, or similar theory, whether arising under federal, state, or local law, statute, rule, regulation, or common law, including the doctrines of (i) successor or transferee liability, (ii) fraudulent transfer or conveyance, (iii) de facto merger or consolidation, (iv) mere continuation, (v) substantial continuity, (vi) continuity of enterprise, (vii) product line exception, or (viii) any other theory of successor liability, in each case, whether asserted by any Person, Governmental Authority, or other entity, whether known or unknown, and whether arising prior to, on, or after the Closing Date.

(b) No claim or cause of action of any kind, whether known or unknown, whether arising before, on, or after the Closing Date, based upon, arising out of, or relating to any act or omission of Seller or any of its Affiliates or any predecessor or other Person, shall be assertable against Buyer, any of its Affiliates, or any of their respective successors, assigns, officers, directors, employees, agents, or representatives, by reason of the transactions contemplated hereby. Without limiting the foregoing, Buyer shall not have any liability or obligation (whether arising under contract, tort, strict liability, environmental law, employment law, pension or benefits law, tax law, products liability, or otherwise) by reason of the transactions contemplated hereby for any claim (i) relating to the operation of Seller's business prior to the Closing, (ii) against Seller or any of its Affiliates, (iii) relating to any employee, former employee, independent contractor, or other service provider of Seller or any of its Affiliates, including under any employee benefit plan, collective bargaining agreement, or any federal, state, or local employment, labor, or workplace safety law, (iv) relating to any environmental condition or liability arising from Seller's operations, or (v) relating to any product manufactured, distributed, or sold by Seller or any of its Affiliates prior to the Closing.

(c) The parties intend that, upon the Closing, (A) Buyer shall not be deemed to have assumed, and shall have no liability for, any of the Excluded Liabilities, (B) Buyer shall have no successor liability or transferee liability of any kind or character, whether known or unknown, currently existing or hereafter arising, and (C) the sale, transfer, and conveyance of the Acquired Assets to Buyer shall be free and clear of any and all Liabilities, liens, claims, interests, and encumbrances of any kind or nature whatsoever, and all Persons asserting any such Liabilities, liens, claims, interests, or encumbrances shall be forever barred and estopped from asserting such Liabilities, liens, claims, interests, or encumbrances against Buyer, its Affiliates, or any of their respective successors or assigns, or any of the Acquired Assets, in each case to the fullest extent permitted by applicable law, including the Bankruptcy Code.

(d) The Sale Order shall contain provisions, among others, (i) authorizing the sale of the Acquired Assets to Buyer free and clear of all Encumbrances pursuant to sections 363(b), 363(f), and 363(m) of the Bankruptcy Code, with all such Encumbrances to attach to the proceeds of sale in the same order of priority as existed immediately prior to the Closing, (ii) finding that Buyer is a "good faith" purchaser entitled to the protections of section 363(m) of the Bankruptcy Code, (iii) finding that Buyer is not a successor to Seller by reason of any theory of law or equity, (iv) permanently enjoining all Persons from asserting against Buyer, its Affiliates, or any of the Acquired Assets any claims, suits, or liabilities relating to the Acquired Assets that arose prior to the Closing and (v) releasing Buyer from any claims or causes of action prior to the Closing.

(e) This Section 10.13 shall be enforceable by Buyer and its Affiliates and their respective successors and assigns, and the provisions of this Section 10.13 are intended to be for the benefit of, and shall be enforceable by, each such Person as a third-party beneficiary hereof, notwithstanding anything to the contrary in Section 10.11.

Section 10.14 Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, in no event shall Buyer or any of its Affiliates, or any of their respective officers, directors, employees, agents, or representatives, be liable to Seller or any of its Affiliates for any indirect, consequential, special, incidental, or punitive damages, or any damages for lost profits, lost revenue, or diminution in value, in each case arising out of or relating to this Agreement or the transactions contemplated hereby, regardless of whether such damages are based on contract, tort, strict liability, or any other theory, and regardless of whether Buyer has been advised of the possibility of such damages. The aggregate liability of Buyer and its Affiliates arising out of or relating to this Agreement or the transactions contemplated hereby shall not exceed the Purchase Price.

Section 10.15 Bulk Sales Laws. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances, including any liens or claims arising out of the bulk transfer laws, and the parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the "bulk sales," "bulk transfers," or similar Laws in all applicable jurisdictions in respect of the Transaction.

Section 10.16 Releases.

(a) Effective upon the Closing, Seller, on behalf of itself and its co-debtor affiliates, their bankruptcy estates, and their respective successors and assigns (collectively, the "Seller Releasing Parties"), hereby release, remise, acquit and forever discharge (i) Buyer and its past, present and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns, and each of its and their respective directors, managers, officers, employees, attorneys, contractors, subcontractors, independent contractors, owners and insurance companies (collectively, the "Buyer Released Parties"), from any and all claims, demands, causes of action, disputes, controversies, suits, cross-claims, torts, losses, attorneys' fees and expenses, obligations, agreements, covenants, damages, liabilities, costs and expenses, whether known or unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent, whether yet accrued or not, whether damage has resulted or not, whether at law or in equity, whether arising out of agreement or imposed by statute, common law of any kind, nature, or description, including, without limitation as to any of the foregoing, any claim by way of indemnity or contribution, which any Seller Releasing Party has, may have had or may hereafter assert against any Buyer Released Party and (ii) any claim, right or interest of Seller, its co-debtor affiliates, or their bankruptcy estates (whether known or unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent, whether yet accrued or not, whether at law or in equity, whether arising out of agreement or imposed by statute, common law of any kind, nature, or description) in the Acquired Assets, in each case of (i) and (ii), arising on or prior to the Closing Date; *provided*, *that* notwithstanding the foregoing, the Seller Releasing Parties do not in any event release the Buyer Released Parties (x) from their obligations under this Agreement, including the Assumed Liabilities, its obligations under the Transition Services Agreement, or any other agreement between the Parties entered after the date hereof or (y) from acts or omissions constituting gross negligence or willful misconduct as determined by a court of competent jurisdiction pursuant to a final order. The foregoing release shall only be effective following approval of the Sale Order.

(b) Effective upon the Closing, Buyer, on behalf of itself and its successors and assigns (collectively, the "Buyer Releasing Parties"), hereby release, remise, acquit and forever discharge Seller and its co-debtor affiliates, and their past, present and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors and assigns, and each of their respective directors, managers, officers, employees, attorneys, independent contractors, owners and insurance companies (collectively, the "Seller Released Parties"), from any and all claims, demands, causes of action, disputes, controversies, suits, cross-claims, torts, losses, attorneys' fees and expenses, obligations, agreements, covenants, damages, liabilities, costs and expenses, whether known or unknown, whether anticipated or unanticipated, whether claimed or suspected, whether fixed or contingent, whether yet accrued or not, whether damage has resulted or not, whether at law or in equity, whether arising out of agreement or imposed by statute, common law of any kind, nature, or description, including, without limitation as to any of the foregoing, any claim by way of indemnity or contribution, which any Buyer Releasing Party has, may have had or may hereafter assert against any Seller Released Party arising on or prior to the Closing Date; *provided*, *that* notwithstanding the foregoing, the Buyer Releasing Parties do not in any event release the Seller Released Parties (a) from their obligations under this Agreement, the Transition Services Agreement, or any other agreement between the Parties entered after the date hereof or (b) from acts or omissions constituting gross negligence or willful misconduct as determined by a court of competent jurisdiction pursuant to a final order. The foregoing release shall only be effective following approval of the Sale Order.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BUYER:

MISFITS MARKET, INC.

Signed by:

By: Abhi Ramesh

Name: Abhi Ramesh
Title: Chief Executive Officer

SELLER:

FRESHREALM, INC.

Signed by:
By: Bryan Fleming
C3422A219FF7492...
Name: Bryan Fleming
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BUYER:

MISFITS MARKET, INC.

By:______________________________
Name:
Title:

SELLER:

FRESHREALM, INC.

By:______________________________
Name:
Title:

BLUE APRON (solely for the purposes of Section 2.07 and Section 10.07)**:**

BLUE APRON, LLC

DocuSigned by:
By: Jay Naik
47E717808C794B4...
Name: Jay Naik
Title: President

EXHIBIT D

Transition Services Agreement

Execution Version

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (the "Agreement"), dated as of April 27, 2026, is made by and among FreshRealm, Inc., a Delaware corporation ("FreshRealm"), Misfits Market, Inc., a Delaware corporation ("Misfits," and together with FreshRealm shall be referred to herein collectively as the "Parties" and each a "Party"), and, solely for the purposes of Sections 2.4, 3.2(e) and 3.6, Blue Apron LLC, a Delaware limited liability company ("Blue Apron").

RECITALS

A. Blue Apron, Blue Apron Holdings, Inc., and FreshRealm entered into an Asset Purchase Agreement on June 9, 2023 (the "APA") whereby Blue Apron agreed to sell and assign, and FreshRealm agreed to purchase, take assignment of, license or lease, certain assets (including equipment, raw ingredients and packaging inventory) and certain contracts (including leases and supply agreements) related to manufacturing facilities located at 901 W. Linden Avenue, Linden, NJ 07036 (the "NJ Facility") and at 3151 Regatta Blvd. B60, Richmond, CA 94804 (the "CA Facility"). The transaction contemplated by the APA closed on June 9, 2023 (the "Transaction Closing Date").

B. Since the Transaction Closing Date: (i) FreshRealm manufactures and packages certain products for Blue Apron (collectively, the "Business") at the CA Facility, the NJ Facility and FreshRealm's other facilities in operation (together, the "Facilities") pursuant to the terms of the *Production and Fulfillment Agreement*, dated June 9, 2023 (the "PFA"), (ii) FreshRealm provides storage, development and fulfillment services for the products as outlined in, and pursuant to the terms of, the PFA; and (iii) FreshRealm and Blue Apron also entered into a transition services agreement ("TSA"), a technology license agreement ("TLA"), a Sublease Agreement and Assignment and Assumption Agreement for each of the NJ Facility and CA Facility, respectively (the "Subleases"), and a "Blue Apron" brand retail license agreement ("License Agreement").

C. On April 27, 2026 (the "Petition Date"), FreshRealm and four (4) related companies (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") commencing chapter 11 cases (the "Bankruptcy Cases").

D. FreshRealm and Blue Apron (together, the "Settlement Parties") are parties to that certain *Settlement Agreement and Mutual Release*, dated as of April 27, 2026 (the "Settlement Agreement"), pursuant to which the Settlement Parties have determined that it would be in their respective and mutual best interests to settle and compromise, as applicable, all issues among them that relate to the PFA and the Business, any and all other claims and disputes between them, without any admission or acknowledgement of any wrongful acts or omissions on their parts, and enter into the Settlement Agreement.

E. On the Petition Date, the Debtors filed the *Debtors' Motion for Entry of an Order Approving Settlement Agreement* under sections 105, 363 and 365 of the Bankruptcy Code and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") seeking approval of the Settlement Agreement, the accompanying Asset Purchase Agreement by and among Misfits and FreshRealm (the "Purchase Agreement"), and this Agreement.

F. Pursuant to the Purchase Agreement, Misfits agreed to purchase from FreshRealm certain inventory, accounts receivable, equipment, and related books and records free and clear of all liens, claims, encumbrances, and interests pursuant to section 363 of the Bankruptcy Code.

G. The Debtors have sought entry of an Order (the "9019 Settlement Order") approving the Settlement Agreement and the Purchase Agreement, authorizing the Debtors to enter into this Agreement.

H. Pursuant to the 9019 Settlement Order and the Purchase Agreement, the Parties have determined that it would be in their respective and mutual best interests to provide for an orderly transition of the Business to Misfits.

I. FreshRealm or one or more Affiliates (as defined below) or subcontractors, have the personnel and expertise to effectively provide certain transition services related to the Business as set forth herein.

J. In order to support the continued and uninterrupted operation of the Business following the Effective Date until the Service Transfer Date, the Parties desire to enter into this Agreement, pursuant to which FreshRealm will provide, for the time periods and consideration described below, certain of the services that have been provided by or for FreshRealm to the Business prior to the Effective Date, as further described herein. Blue Apron is executing this Agreement solely to evidence its agreement to be bound by Sections 2.4, 3.2(e) and 3.6.

AGREEMENT

In consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"Affiliate" means, for any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person; provided that, for purposes of the immediately preceding clause, the term "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), for any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall have the meaning set forth in the Preamble.

"Approval" shall have the meaning set forth in Section 2.10.

"Assumption Notice" shall have the meaning set forth in Section 5.4(a).

"Backstop Account" shall have the meaning set forth in Section 3.1(d).

"Bankruptcy Cases" shall have the meaning set forth in the Recitals.

"Blue Apron" shall have the meaning set forth in the Recitals.

"Business" shall have the meaning set forth in the Recitals.

"Business Revenue" shall have the meaning set forth in Section 3.1(a).

"Confidential Information" shall have the meaning set forth in Section 6.1(a).

"Cure Costs" means all monetary amounts that must be paid and obligations that otherwise must be satisfied pursuant to Section 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and assignment of any Pending Contract.

"Data Protection Requirements" shall mean in each case as they relate to the privacy, data security, data protection, breach notification, data localization, artificial intelligence, automated decision-making technology, sending solicited or unsolicited electronic mail and text messages, cookies, trackers, disclosure, sharing, security and collection, use, storage, processing and transfer of Personal Data, all Laws and binding industry rules.

"Disclosing Party" shall have the meaning set forth in Section 6.1(a).

"Effective Date" shall have the meaning set forth in Section 2.1.

"Designated Contract" shall have the meaning set forth in Section 5.5(a).

"Designation Deadline" means, with respect to any Pending Contract, the date that is one (1) business day prior to the earlier to occur of (i) the Service Transfer Date and (ii) the date of confirmation of any plan of liquidation or plan of reorganization of FreshRealm in the Bankruptcy Cases.

"Determined Cure Costs" means, in the aggregate, all Cure Costs payable in respect of Designated Contracts as determined pursuant to any order of the Bankruptcy Court or as agreed between Misfits and the applicable counterparty on notice to FreshRealm.

"Force Majeure Event" shall have the meaning set forth in Section 9.13.

"FreshRealm" shall have the meaning set forth in the Preamble.

"Governmental Authority" means any transnational, domestic or foreign federal, state or local governmental, administrative, legislative, or regulatory (including any stock exchange) authority, agency, court (including a court of arbitration), commission, department, board, bureau, instrumentality or other governmental, quasi-governmental, administrative, legislative or regulatory body, any such self-regulatory or private body exercising any regulatory or expropriation authority and any official or political subdivision of the foregoing.

"Key Employee" shall have the meaning set forth in Section 2.12.

"Laws" means any laws (statutory, common or otherwise), constitutions, treaties, conventions, ordinances, codes, rules, statutes, regulations, orders, or other similar requirements enacted, adopted, promulgated or applied by a Governmental Authority.

"Losses" means all losses, damages, claims, awards, judgments, amounts paid in settlement, fines, penalties, costs and expenses (including reasonable attorney's fees, costs and other out-of-pocket expenses incurred in investigating, advancing, pursuing, preparing or defending the foregoing) of any kind or nature whatsoever.

"Misfits" shall have the meaning set forth in the Preamble.

"Misfits Revenue Account" shall have the meaning set forth in Section 3.1(a).

"New Order Form" shall have the meaning set forth in Section 2.1.

"Party" shall have the meaning set forth in the Preamble.

"Pass-Through Costs" shall have the meaning set forth in Section 3.1(b).

"Pending Contracts" means those Contracts set forth on Schedule D, as such schedule may be modified by Misfits from time to time in accordance with Section 5.2.

"Personal Data" shall mean any information defined as "Personal Data," "Personally Identifiable Information," "Personal Information" or similar term by any Law, including any information that identifies, relates to, describes, is linked to, is reasonably capable of being associated with, or could reasonably be linked with, directly or indirectly, any individual or household.

"Receiving Party" shall have the meaning set forth in Section 6.1(a).

"Reference Period" shall mean the twelve (12) months immediately preceding the Effective Date.

"Representatives" shall have the meaning set forth in Section 6.1(b).

"Retention Costs" shall have the meaning set forth in Section 2.12.

"Retention Program" shall have the meaning set forth in Section 2.12.

"Service Levels" shall have the meaning set forth in Section 4.1.

"Service Providers" shall have the meaning set forth in Section 2.3.

"Service Schedule" shall have the meaning set forth in Section 2.2.

"Service Transfer Date" shall have the meaning set forth in Section 7.1.

"Services" shall have the meaning set forth in Section 2.2.

"Settlement Agreement" shall have the meaning set forth in the Recitals.

"Settlement Parties" shall have the meaning set forth in the Recitals.

"Severance Obligations" shall have the meaning set forth in Section 2.4.

"Subcontractors" shall have the meaning set forth in Section 2.3.

"Transition Period" means the period between the Effective Date and the earlier of (i) the Service Transfer Date or (ii) the earlier termination of this Agreement in accordance with Article VII.

"Willful Breach" means, with respect to any covenant or other agreement of a Party set forth in this Agreement, an action or omission taken by such Party in material breach of such covenant or other agreement that the breaching Party intentionally takes (or intentionally fails to take) with the actual knowledge that the taking of such act or failure to act would cause such material breach.

ARTICLE 2
TRANSITION SERVICES

2.1 Conditions to Effectiveness; Effective Date. This Agreement shall become effective upon the latest of (a) the execution of this Agreement by all Parties, (b) the execution of the order form, by and between Misfits and Blue Apron (the "New Order Form"), (c) the Closing (as defined in the Purchase Agreement), and (d) the entry by the Bankruptcy Court of the 9019 Settlement Order, which order shall have become a final order (or, if appealed, shall not have been stayed pending appeal) (such latest date, the "Effective Date"). Upon the Effective Date, this Agreement shall be binding upon the Parties in accordance with its terms. If the Purchase Agreement is terminated in accordance with its terms without the Closing having occurred, this Agreement shall automatically terminate and be of no further force or effect, and no Party shall have any liability to any other Party hereunder.

2.2 Provision of Specified Transition Services. Beginning on the Effective Date, and subject to the terms and conditions of this Agreement, FreshRealm shall provide, or shall cause to be provided, to Misfits, the services, functions and responsibilities described on Schedule A attached hereto (each, a "Service," and collectively, the "Services" and such schedule, the "Service Schedule").

2.3 Personnel. The Services shall be performed by such (a) FreshRealm employees, (b) third-party service providers of FreshRealm, or (c) Affiliates of FreshRealm (such third-party service providers and Affiliates, "Subcontractors"), in each case, as reasonably determined by FreshRealm (the "Service Providers"); provided that FreshRealm's use of any Subcontractors that were not used to provide the Services immediately prior to the Effective Date shall be subject to Misfits's prior written consent. No such subcontracting shall relieve FreshRealm of any of its obligations under this Agreement, and FreshRealm shall be liable for any Subcontractor's actions and omissions as if such acts or omissions were FreshRealm's acts or omissions. Except for Key Employees, in no event shall FreshRealm be obligated to make available its or its Affiliates' employees for any particular amount of time or to maintain the employment of any specific employee so long as FreshRealm is in compliance with its required standard of performance of the services under Section 4.1. FreshRealm will have the right, exercised in good faith, to designate which personnel it will assign to perform the Services; provided that Misfits shall have the right to remove, substitute, reassign or replace such personnel at any time. Notwithstanding the foregoing, other than for gross negligence or willful misconduct, FreshRealm shall not voluntarily terminate the employment of any Key Employee during the Transition Period without Misfits's prior written consent. All employees of FreshRealm or an Affiliate of FreshRealm shall be deemed for all purposes (including compensation and employee benefits) to be employees solely of FreshRealm or such Affiliate, as applicable, and not to be employees of Misfits or its designees. In performing their respective duties hereunder, all such employees of FreshRealm and its Affiliates shall be under the day-to-day employment direction, control and supervision of FreshRealm and such Affiliates, as applicable (and not of Misfits or its designees) for purposes of employment law (including without limitation wage and hour laws and laws related to leave and the withholding and payment of taxes), compensation, and benefits administration, and FreshRealm and its Affiliates shall have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of such employees; provided, however, that FreshRealm shall use its commercially reasonable efforts to implement the recommendations of Misfits regarding the operational directives and priorities regarding the Business, including production schedules, product specifications, quality standards, vendor selection, and customer service requirements. Without limiting Misfits's payment obligations in Article III, FreshRealm shall be solely responsible for (A) providing and maintaining all compensation and benefit plans and insurance for the Service Providers, timely remitting payments to applicable taxing authorities and insurance providers and any applicable related tax and employment filings and (B) all costs related to the provision of the Services by the Service Providers, including all direct and indirect compensation and employee benefits (including fringe benefits) for the Service Providers, including worker's compensation insurance, employment taxes, wages, vacation pay, and other employer liabilities relating to the Service Providers.

2.4 Severance Obligations. FreshRealm acknowledges and agrees that it shall be responsible for making $3,000,000 in severance payments as required by applicable Law for any severance obligations that arise after the Petition Date (the "FR Severance Payments"). Only after the FR Severance Payments are made in full shall Misfits be responsible for funding severance payments as required by applicable Law for each Service Provider who is employed by FreshRealm or its Affiliates at any time during the Transition Period and whose employment in connection with the provision of Services under this Agreement is terminated by FreshRealm, at the express direction of Misfits, and such termination triggers severance liabilities to FreshRealm under N.J.S.A. § 34:21-2(b) (such payments, the "Severance Obligations"); provided that (w) the Bankruptcy Cases have not then converted to chapter 7 of the Bankruptcy Code, (x) FreshRealm has taken all reasonable efforts to reduce any severance obligation with respect to such Service Providers, (y) FreshRealm has delivered a WARN notice to Misfits by or before April 27, 2026, and (z) as of any applicable termination date, this Agreement has not been terminated by Misfits as a result of the termination of the New Order Form in accordance with clause (d) (Transition Period Termination) of the "Transition Period" section of the New Order Form. In the event that this Agreement is terminated in accordance with clause (d) (Transition Period Termination) of the "Transition Period" section of the New Order Form, Blue Apron agrees that it shall be obligated to fund all of Misfits's Severance Obligations under this Section 2.4 and Misfits shall have no obligation therefor. FreshRealm shall administer and pay such severance to eligible Service

Providers, and Misfits shall reimburse FreshRealm for all such severance payments as Pass-Through Costs within five (5) business days of invoice. For the avoidance of doubt, if the FR Severance Payments are not made in full, then Misfits shall have no obligation under this Section 2.4.

2.5 Changes to Services. No modification or change to the specifications of any Services to be provided hereunder shall be made without the prior written consent of Misfits (not to be unreasonably withheld, conditioned or delayed). Misfits may direct modifications as it deems reasonably necessary to effectuate the transition of the Business. Notwithstanding anything to the contrary herein, FreshRealm shall not be obligated to provide any modification of or increase in usage of the Services that would result in a material change in the manner in which the Service was performed, or a material increase in the usage of such Service that is inconsistent with the historical variances in the manner or usage during the period prior to the Effective Date.

2.6 Additional Services. If, at any time following the Effective Date, but prior to the termination of this Agreement, Misfits identifies a service that (i) is necessary for the operation of the Business and (ii) is provided by a Service Provider without violating applicable Law or any existing contractual obligation to a third party, and such service was provided on the Effective Date but not included in Schedule A, and is not otherwise expressly provided or made available to Misfits, then, if Misfits requests in writing that such service be provided, the Parties shall negotiate in good faith the fees, end date and other terms of such additional services (each such additional service, an "Additional Service" and collectively, the "Additional Services"). If the terms of such Additional Services are agreed upon, (x) the Parties shall amend Schedule A to include such Additional Services, (y) such Additional Services shall be considered Services for all purposes under this Agreement as if fully set forth on Schedule A attached hereto as of the date hereof, and (z) Misfits shall in any event bear any incremental Pass-Through Costs resulting from such modification.

2.7 Protected Services and Expenses. Misfits shall fund all costs associated with FreshRealm's (a) insurance, (b) regulatory compliance, (c) food safety and quality assurance, and (d) employee obligations, including but not limited to compensation, benefits, and severance obligations for Service Providers (collectively, "Protected Services"), solely to the extent required for the Services in accordance with the terms of this Agreement; provided that Misfits's obligations to fund severance payments shall be subject to Section 2.4. FreshRealm shall not reduce, modify, or terminate any Protected Services without Misfits's prior written consent.

2.8 Cooperation.

(a) The Parties will use good faith efforts to reasonably cooperate with each other in all matters relating to the provision and receipt of Services. Such cooperation will include, at Misfits's cost and request, providing reasonable assistance and information to Misfits in connection with Misfits's drafting of a plan to migrate responsibility for performance of the Services from FreshRealm and/or its agents to itself or Misfits's own agents and carrying out FreshRealm's responsibilities under such plan (which may involve, among other things, assisting with the transfer and conversion of data). Such cooperation will also include providing Misfits and its agents (subject to confidentiality provisions substantially similar to those set forth herein) with such access as they may reasonably require to FreshRealm information systems in order to effectuate such migration. The Parties shall make available to each other any information reasonably required or reasonably requested by the other party regarding the performance of any Service and shall be responsible for providing that information on a timely basis and for the accuracy and completeness of that information.

(b) Each Party shall be entitled to rely upon the genuineness, validity or truthfulness of any documents, instrument or other writing presented by the other Party in connection with this Agreement. Neither FreshRealm nor any of its Affiliates shall be liable for any impairment of any Service caused by its not receiving information that was requested reasonably in advance and with reasonable specificity, either timely or at all, or by its receiving inaccurate or incomplete information from Misfits or its Affiliates that is required or reasonably requested regarding that Service.

2.9 Performance of Services. In providing the Services, FreshRealm may use any information systems, hardware, software, processes and procedures it deems necessary or desirable in its reasonable discretion and considering Misfits's operational directives; provided that (a) in no event shall FreshRealm be obligated to modify, upgrade or change any of its business practices or technology to provide the Services except pursuant to Section 2.6 and (b) subject to Section 2.5, FreshRealm may modify, upgrade or change any of its business practices or technology only with the prior written consent of Misfits (not to be unreasonably withheld, conditioned or delayed), and in such case, shall not be required to provide the Services using any prior business practice or technology as long as FreshRealm is able to maintain the Service Levels and comply with the other terms and conditions herein.

2.10 Third-Party Licenses and Consents. At FreshRealm's written request, Misfits shall, at its sole cost and expense, (i) obtain any licenses or consents of any Governmental Authority (each, an "Approval") that Misfits does not have as of the date hereof, and (ii) keep and maintain in effect all Approvals that Misfits has as of the date hereof or obtains hereafter, in each case, that are required to be obtained or kept and maintained, as the case may be, by Misfits to receive the Services in accordance with the terms of this Agreement. FreshRealm shall, as part of its Services hereunder, assist Misfits's efforts to obtain or maintain any such Approval. FreshRealm shall, at Misfits's sole cost and expense, obtain, and keep and maintain in effect, all Approvals required to be obtained or kept and maintained by FreshRealm to provide the Services in accordance with the terms of this Agreement. Misfits shall reasonably cooperate in good faith with FreshRealm's efforts to obtain or maintain any Approvals.

2.11 Transition. FreshRealm shall cooperate fully with any reasonable requests by Misfits to transition the provision of the Services from FreshRealm to Misfits, including supporting the transfer of the necessary assets, inventory, and materials for performance of ongoing fulfillment services by Misfits at its own designated facilities, on or before the Service Transfer Date. FreshRealm shall cooperate fully with Misfits's reasonable requests in connection with the transition, including providing access to systems, data, vendor relationships, and operational know-how. Each Party shall reasonably cooperate with the other Party to facilitate such orderly transfer.

2.12 Key Personnel Retention. During the Transition Period, FreshRealm shall use reasonable best efforts to cooperate with, support, and facilitate Misfits's efforts to retain any employees of FreshRealm or its Affiliates mutually agreed upon by Misfits and FreshRealm to be critical to the continued operation of the Business or the orderly transition of the Business to Misfits (each, a "Key Employee"). Without limiting the generality of the foregoing, FreshRealm shall (a) promptly provide Misfits with the name, position, base compensation, and other reasonably requested employment information for each Key Employee, (b) permit Misfits to communicate directly with Key Employees regarding retention, continued employment, and post-Transition Period opportunities, (c) implement, administer, and maintain any retention bonus, stay-pay, incentive, or similar program designed by Misfits for Key Employees (each, a "Retention Program"), and (d) promptly notify Misfits of any resignation, threatened resignation, or material change in the employment status of any Key Employee. Misfits shall bear all direct and indirect costs associated with any Retention Program and any other retention efforts directed by Misfits under this Section 2.12, including all retention bonuses, incentive payments, stay-pay, and related employment taxes and administrative costs (collectively, "Retention Costs"). Retention Costs shall be paid by Misfits as Pass-Through Costs in accordance with Article III. FreshRealm shall have no obligation to fund, contribute to, or reimburse any Retention Costs, and shall not be required to take any action under this Section 2.12 that would violate applicable Law or any existing contractual obligation to a third party. This Section 2.12 shall apply solely during the Transition Period.

2.13 Amendment of Services Schedule. Notwithstanding Section 9.6, Schedule A may be amended from time to time by (i) Misfits upon written notice to FreshRealm or (ii) FreshRealm upon prior written consent of Misfits, to add, remove, or modify Services as reasonably necessary to effectuate the transfer of the Business; provided that (a) any such amendment shall not reduce or eliminate any Protected Services without FreshRealm's prior written consent, (b) any amendment that would materially increase FreshRealm's obligations or costs shall require FreshRealm's prior written consent, and (c) the proposing Party shall provide at least five (5) business days' prior written notice of any proposed amendment (or such shorter period as the Parties may agree). Schedule A, as so amended, shall be deemed a "living document" that may be updated throughout the Transition Period to reflect the evolving needs of the Business. Each amendment to Schedule A shall be effective upon the date specified in the applicable notice or, if no date is specified, five (5) business days after delivery of such notice.

2.14 Operational Authority of Misfits. The Parties acknowledge and agree that during the Transition Period, Misfits shall have sole decision-making authority over the operational direction of the Business, including the right to direct and approve: (a) production schedules, volumes, and product mix; (b) vendor selection, procurement strategy, and supply chain decisions; (c) quality standards and food safety protocols (to the extent not inconsistent with applicable Law or Section 2.7); (d) customer service standards and fulfillment priorities; (e) technology and systems migration planning; and (f) the overall strategy and timeline for transition of the Business to Misfits, including without limitation the transfer of ongoing fulfillment operations to Misfits's designated facilities. FreshRealm shall implement Misfits's operational directives promptly and in good faith, provided that in any event FreshRealm shall not be required to take any action that would violate applicable Law or the terms of any third-party Contract listed on Schedule D. In the event of any conflict between directives regarding the operation of the Business, the directive of Misfits shall control; provided that Misfits will be responsible for any cost of Services arising from its directives in accordance with Section 3.1. FreshRealm shall designate a senior operational contact (the "FreshRealm Transition Manager") at each of its facilities in New Jersey and

California who shall be available to Misfits during normal business hours, shall attend regular status meetings as reasonably requested by Misfits, and who shall be deemed authorized to exercise decision-making authority on behalf of FreshRealm. FreshRealm shall not make any material operational decision regarding the Business (including entering into any new contract, commitment, or obligation with a value exceeding $10,000, or terminating or materially modifying any existing vendor, supplier, or service provider relationship) without Misfits's prior written consent. Misfits shall bear all profits and losses of the Business during the Transition Period. FreshRealm shall have no economic interest in the financial performance of the Business and shall not be entitled to any share of Business Revenue or any performance-based compensation of any kind.

2.15 Reporting and Access.

(a) FreshRealm shall provide Misfits with the following reports during the Transition Period: (i) daily production reports (including units produced, yields, waste, and downtime) by no later than 10:00 am EDT on the following business day; (ii) weekly inventory reports (including raw materials, packaging, finished goods on hand, and purchase orders on order) by no later than 5:00 pm EDT each Friday; (iii) weekly staffing reports (including headcount by role, facility, and shift, and any open positions, departures, or planned terminations) by no later than 5:00 pm EDT each Friday; (iv) such other operational reports as Misfits may reasonably request from time to time upon five (5) business days' notice; (v) weekly financial summary reports (including a comparison of actual Business Revenue and actual Pass-Through Costs against the Cost Forecast, and a running cumulative profit or loss for the Transition Period to date) by no later than 5:00 pm EDT each Friday; and (vi) a monthly profit and loss statement for the Business in a format reasonably acceptable to Misfits, prepared in accordance with generally accepted accounting principles applied on a consistent basis, delivered no later than the tenth (10th) business day following the end of each calendar month.

(b) FreshRealm shall provide Misfits and its authorized representatives with reasonable access during normal business hours to the Facilities, systems, books, records, and personnel used in connection with the Services, upon reasonable advance notice (which may be by email).

(c) FreshRealm shall provide Misfits with read-only access to all information systems, software platforms, and databases used in connection with the provision of the Services, including enterprise resource planning, warehouse management, and order management systems, within five (5) business days of the Effective Date.

(d) Misfits's exercise of its rights under this Section 2.15 shall not relieve FreshRealm of any of its obligations under this Agreement or be deemed to constitute direction, control, or supervision of FreshRealm's employees for purposes of Section 2.3.

ARTICLE 3
PASS-THROUGH COSTS AND PAYMENTS

3.1 Business Revenue and Pass-Through Costs.

(a) During the Transition Period, all revenues, receipts, income, service fees, and other amounts generated by or attributable to the Business, including all customer payments, subscription fees, product sale proceeds, and all payments from Blue Apron under the New Order Form (collectively, "Business Revenue"), shall be the sole property of Misfits. Blue Apron shall make all payments under the New Order Form directly into a bank account designated by Misfits in writing (the "Misfits Revenue Account"), and Blue Apron shall not make any such payments to FreshRealm. FreshRealm shall cause all other Business Revenue it receives to be deposited directly into the Misfits Revenue Account promptly upon receipt and in no event later than the next business day following receipt. If any Business Revenue (including any payment from Blue Apron under the New Order Form) is incorrectly paid to or received by FreshRealm, FreshRealm shall hold such amounts in trust for the sole benefit of Misfits in accordance with the terms of the Purchase Agreement. FreshRealm shall have no right, title, or interest in any Business Revenue and shall hold any Business Revenue received by it in trust in a segregated account for the benefit of Misfits pending deposit into the Misfits Revenue Account. FreshRealm shall not commingle Business Revenue with its own funds or the funds of any other person.

(b) During the Transition Period, Misfits shall pay FreshRealm such amounts as necessary for FreshRealm to perform the Services hereunder, including by paying any costs, expenses and fees incurred by FreshRealm in performing the Services hereunder (including Retention Costs) (collectively, the "Pass-Through Costs") in each case to the FreshRealm bank account set forth on Schedule B attached hereto (the "Operating Account"). FreshRealm's good faith forecast of the Pass-Through Costs is attached hereto as Schedule C (the "Cost Forecast"); provided that, to the extent FreshRealm anticipates any deviation from the Cost Forecast for an immediately following week, FreshRealm shall provide an updated weekly forecast for such week on the Friday prior to such week. For the avoidance of doubt, the Pass-Through Costs shall not include any margin, profit, management fee, or other compensation to FreshRealm; FreshRealm's sole compensation for the Services is the reimbursement of actual costs incurred in performing the Services. Further, the Pass-Through Costs shall not include (i) any lease restoration, environmental compliance, remediation and indemnification, or similar fees owed to the landlord pursuant to the contracts governing FreshRealm's lease of the NJ Facility and the CA Facility or (ii) rent payments, late fees, cure costs, administrative fees, indemnification obligations, costs of alterations, third party review costs, insurance costs, taxes, repair and maintenance costs, brokers' fees, or utilities owed under the NJ Facility, which shall be borne solely by Blue Apron.

3.2 Payment Procedures.

(a) On a weekly basis during the Transition Period, Misfits shall pay into the Operating Account an amount equal to the forecasted Pass-Through Costs for that week as set forth in the Cost Forecast (as amended and delivered, if necessary, to Misfits on the Friday immediately prior to the required payment, in accordance with Section 3.1(b)) by no later than 11:00 a.m. (EDT) every Monday during the Transition Period. FreshRealm shall use the amounts paid into the Operating Account to timely pay FreshRealm's employees, third-party vendors and service providers, insurers and other expenses that in each case qualify as Pass-Through Costs hereunder, and shall not use such amounts in the Operating Account for any other purpose.

(b) On a weekly basis every Friday during the Transition Period (plus on the last day of the Transition Period) by no later than 5:00 p.m. (EDT), FreshRealm shall deliver to

Misfits an invoice summarizing the actual Pass-Through Costs incurred by FreshRealm in the prior week. Such summary shall include (i) separate line items for each supply and ingredient item procured from third-party vendors, and a breakdown of the FOB costs and actual delivered costs for each item, (ii) a detailed accounting of the amounts paid to employees, third-party vendors and service providers, (iii) insurance payments, allocated overhead and other internal costs and expenses, and (iv) a summary of all Business Revenue received or collected by FreshRealm during the prior week, including a breakdown by revenue source (e.g., direct-to-consumer, retail, wholesale) and the date and amount deposited into the Misfits Revenue Account. If the actual Pass-Through Costs incurred by FreshRealm in the prior week exceeds the amounts of total forecasted Pass-Through Costs paid by Misfits over the applicable period, then Misfits shall pay the amount of the shortfall to FreshRealm. If the actual Pass-Through Costs incurred by FreshRealm in the prior week is less than the amounts of total forecasted Pass-Through Costs paid by Misfits over the applicable period, then FreshRealm shall credit to Misfits all amounts of the excess payments on such invoices to the next payment owed to FreshRealm under Section 3.1(a) (or if there is no further payment due, then a cash refund within five (5) days after the invoice date).

(c) FreshRealm shall keep accurate books and records regarding the Services and retain all receipts, invoices, pay stubs, bills and other evidence relating to the Services. Upon Misfits's request, FreshRealm shall promptly and diligently produce contemporaneous written evidence to substantiate the amounts of Pass-Through Costs invoiced. Misfits shall have the right to withhold payment to any invoices (or portion thereof) that are not properly substantiated by contemporaneous written records satisfactory to a certified public accountant. At any time during the Transition Period, Misfits shall have the right to appoint one or more accountants to review and audit FreshRealm's books and records relating to the Services. FreshRealm shall cooperate with Misfits and their appointed auditors in good faith to provide access and answer questions. If an audit reveals an overbilling of Pass-Through Costs by FreshRealm by more than the greater of two percent (2%) or $10,000 over a one-week period, then FreshRealm shall reimburse Misfits for the cost of the audit.

(d) Upon the Effective Date, Misfits shall deposit $6,500,000 into a segregated bank account of FreshRealm, separate and apart from the Operating Account, as set forth on Schedule B attached hereto (the "Backstop Account"). The Backstop Account shall serve as security for the payment of the Severance Obligations or unpaid Pass-Through Costs, provided that Misfits has failed to timely pay such Pass-Through Costs in accordance with this Agreement and failed to cure. FreshRealm shall not have the right to draw upon the funds in the Backstop Account, except to the extent necessary to satisfy: (i) unpaid Pass-Through Costs, provided that Misfits has failed to timely pay such Pass-Through Costs in accordance with this Agreement and fails to cure such failure by 11:00 a.m. (EDT) on the business day following Misfits's receipt of written notice from FreshRealm of a failure to pay Pass-Through Costs; or (ii) unpaid Severance Obligations following a termination of this Agreement by FreshRealm pursuant to Section 7.2(b). FreshRealm shall have no right to draw upon or otherwise access the Backstop Account except as expressly set forth in this Section 3.1(d). In the event that FreshRealm draws upon the Backstop Account in accordance with this Section 3.1(d) and the remaining amount in the Backstop Account is less than $6,500,000, FreshRealm shall include the shortfall between $6,500,000 and the amount in the Backstop Account in the weekly forecast provided to Misfits in accordance with Section 3.1(b) on the Friday immediately following the draw on the Backstop Account, and Misfits shall pay such shortfall into the Backstop Account on the immediately following Monday.

(e) In the event the TSA is terminated by Misfits as a result of Blue Apron's termination of the New Order Form in accordance with clause (d) (Transition Period Termination) of the "Transition Period" section of the New Order Form, and FreshRealm has no access to the Backstop Account, Blue Apron shall provide to FreshRealm an amount equal to $6,500,000 minus the amount that is accessible to FreshRealm in the Backstop Account as of such termination to be used to pay (i) unpaid Pass-Through Costs, provided that Misfits has failed to timely pay such Pass-Through Costs in accordance with this Agreement and fails to cure, or (ii) the unpaid Severance Obligations.

(f) FreshRealm shall not pledge, securitize or otherwise encumber the Operating Account or the Backstop Account. FreshRealm shall obtain an order from the Bankruptcy Court confirming that the Operating Account, Backstop Account, and any cash deposited in such accounts are not, and shall not constitute, collateral to secure any loan, including, but not limited to, any debtor-in-possession financing.

(g) All payments to FreshRealm hereunder shall be made in United States dollars.

(h) The obligations and efforts of FreshRealm under this Agreement shall be qualified by the existence of and limitations on FreshRealm's capital and other resources as debtors in the chapter 11 cases, and its dependence on the timely payment of Pass-Through Costs hereunder.

3.3 Taxes. Misfits shall be solely responsible for the assessment and payment of sales, service, use, value-added, transfer, real and personal property, consumption or similar taxes imposed with respect to the provision of Services to, and operation of the Business on behalf of, Misfits during the Transition Period. FreshRealm shall timely pay and remit any such taxes to the applicable governmental authority in accordance with applicable laws. The Parties shall cooperate in good faith to minimize any such taxes to the extent permitted by applicable Laws If Misfits is required to withhold or deduct any tax from any amounts otherwise due and payable to FreshRealm pursuant to this Agreement, Misfits shall be entitled to withhold or deduct any such tax and such withheld or deducted amount shall be treated as paid to FreshRealm for all purposes of this Agreement.

3.4 Disputes. Should Misfits dispute in good faith all or any portion of FreshRealm's changes to the Cost Forecast in accordance with Section 3.1(b) or the amount of the Pass-Through Costs on any invoice or require any adjustment to an invoice, Misfits shall notify FreshRealm in writing of the nature and basis of the dispute and/or adjustment as soon as reasonably possible. The Parties agree to negotiate in good faith to resolve the dispute as soon as reasonably practicable. The foregoing shall not limit the ability of any Party to seek equitable relief as necessary to prevent or enforce a breach or threatened breach of this Agreement.

3.5 Conditions to FreshRealm's Ability to Perform Services. Misfits acknowledges that the sole operations of FreshRealm are its performance of the Services hereunder and FreshRealm's sole source and access to funds are from the costs and fees payable by Misfits to FreshRealm pursuant to this Agreement. FreshRealm's ability to provide the Services is expressly contingent upon Misfits's timely payment of the Pass-Through Costs as required by this Agreement and in the event Misfits withholds or otherwise fails to make timely payment of such fees and costs, FreshRealm will be unable to perform the Services hereunder with respect to the specific activity affected by such payment delay. FreshRealm acknowledges and agrees that it has no ownership interest in, and no right to retain, any Business Revenue or other economic benefit generated by the Business during the Transition Period, and that all such revenue and economic benefit belongs solely to Misfits.

3.6 Assumption of Remaining Liabilities. Upon the Service Transfer Date or earlier termination of this Agreement, Misfits shall assume and be responsible for all remaining incurred payment liabilities for payroll, operating expenses, and other payment obligations directly arising from the provision of Services during the Transition Period that have not been satisfied as of such date and have been properly invoiced to Misfits in accordance with the terms hereof provided, however, that if the New Order Form is terminated in accordance with clause (d) (Transition Period Termination) of the "Transition Period" section of the New Order Form, each of FreshRealm and Blue Apron acknowledges and agrees that FreshRealm shall seek payment from Blue Apron (and not Misfits), and that Blue Apron shall be responsible for all such remaining Pass-Through Costs, including remaining incurred payment liabilities for payroll, operating expenses, and other payment obligations directly arising from the provision of Services during the Transition Period that have not been satisfied as of such date and any Severance Obligations that have not been satisfied as of such date, as further set forth in the New Order Form. Except for the Pass-Through Costs and the Assumed Liabilities (as defined in the Purchase Agreement), Misfits shall not be responsible for any other liabilities or obligations of the Debtors, including, without limitation, liabilities or obligations arising from, in connection with, or in relation to, the administrative costs of the Bankruptcy Cases, the termination of any employees, the Severance Obligations, the closure of any facilities, any rejection damages from any Contract that is not an Assigned Contract, any debtor-in-possession financing, or any other obligation or liability of the Debtors. FreshRealm shall also transfer, assign, and deliver to Misfits (a) all Business Revenue collected but not yet deposited into the Misfits Revenue Account, (b) all accounts receivable and rights to payment arising from the operation of the Business during the Transition Period, and (c) all customer deposits, prepayments, and gift card balances relating to the Business, in each case within five (5) business days of the Service Transfer Date.

ARTICLE 4

SERVICE LEVELS

4.1 Service Levels. FreshRealm shall perform, or cause to be performed, the Services in substantially the same manner, and exercising a substantially similar degree of skill, care, priority and diligence (including with respect to service levels, frequency, quality, and timeliness) as the Services were provided by or for FreshRealm during the Reference Period (the "Service Levels"), or such higher standard as set forth in Schedule A. Misfits acknowledges that FreshRealm is not in the business of providing the Services to third parties and that FreshRealm is entering into this Agreement only in connection with the Settlement Agreement. The Parties hereto intend that the Services be provided hereunder on an interim basis and that the Services are and are intended only to be transitional in nature and shall be furnished by FreshRealm only for the duration of this Agreement in accordance with Article VII.

4.2 Excused Performance. FreshRealm will be relieved from meeting the Service Levels in the event of any of the following:

(a) Misfits's breach of the Agreement, provided that FreshRealm notified Misfits in writing of such breach and its impact on FreshRealm's ability to comply with the Service Levels, and FreshRealm used commercially reasonable efforts to perform notwithstanding such breach;

(b) Service or resource reductions, or product or service architecture changes or specifications or instructions, requested or approved by Misfits and agreed to by the Parties, or any act attributable to or controllable by Misfits (including, without limitation, allocation cuts and new product introductions);

(c) Misfits's failure to provide timely payment of all fees and costs as required by this Agreement within two business days of receipt of written notice of such failure;

(d) any act or omission not attributable to or controllable by FreshRealm; provided that FreshRealm shall have the burden of demonstrating that the specific act or omission was not within its reasonable control and that FreshRealm used commercially reasonable efforts to provide a substantially comparable or substitute service and mitigate the impact on the affected Services; provided, further, that Misfits will not be required to pay for any Services that are suspended during any period of time within which such Services are not being provided to Misfits in accordance with the terms hereof; or

(e) as expressly provided in this Agreement, including Section 9.13.

4.3 Failure to Perform. In the event Misfits brings to the attention of FreshRealm any alleged failure by FreshRealm or a Service Provider to perform, in whole or in part, its obligations under this Agreement, FreshRealm shall promptly (i) investigate and notify Misfits of its findings, (ii) use commercially reasonable efforts to attempt to correct the problem, if applicable, and to resume compliance with this Agreement, and (iii) advise Misfits of the status of the remedial efforts being undertaken, if applicable, with respect to such problems. To the extent such failure is not remedied within a reasonable time after the occurrence of the failure, then Misfits may give FreshRealm notice in writing that a dispute has arisen. The Parties agree to negotiate in good faith to resolve the dispute as soon as reasonably practicable.

ARTICLE 5

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.1 Pending Contracts. The Pending Contracts set forth on Schedule D attached hereto are unexpired leases or executory contracts ("Contracts") related to FreshRealm's provision of Services hereunder. At the request of Misfits, FreshRealm has agreed to maintain compliance in all material respects with the Pending Contracts during the Transition Period and make required payments thereunder (to the extent set forth herein), provide Misfits with the benefits of the rights and services that FreshRealm receives under such Pending Contracts, and maintain the elements of the servicing platform facilitated by FreshRealm for the Transition Period. All revenues, rebates, credits, allowances, refunds, and other economic benefits received or receivable by FreshRealm under any Pending Contract during the Transition Period shall be for the sole account and benefit of Misfits and shall constitute, and be treated as, Business Revenue in accordance with Section 3.1(a). FreshRealm shall direct all such revenue to the Misfits Revenue Account and otherwise comply with Section 3.1(a). FreshRealm shall not amend, terminate, reject, or permit the lapse of any Pending Contract without Misfits's prior written consent.

5.2 Modification of Schedule D. Misfits may, at any time prior to the Effective Date or during the Transition Period, modify Schedule D by written notice to FreshRealm to: (a) remove any Contract from Schedule D (in which case such contract shall cease to be a Pending Contract and FreshRealm shall reject such contract in accordance with Section 365 of the Bankruptcy Code); or (b) add any executory contract or unexpired lease of FreshRealm to Schedule D (in which case such contract shall become a Pending Contract). Any such modification shall be effective upon delivery of written notice to FreshRealm (or such later date as specified in such notice).

5.3 Treatment of Pending Contracts During Transition Period.

(a) Notwithstanding anything to the contrary herein, with respect to each Pending Contract: (i) such Pending Contract will remain in effect during the Transition Period, and FreshRealm will not reject such Pending Contract until Misfits has provided written notice removing such Pending Contract from Schedule D; (ii) Misfits shall bear the sole cost and expense of such Pending Contract during the Transition Period, including all amounts payable thereunder, which shall be Pass-Through Costs; *provided, however,* that Misfits shall only be obligated to pay or reimburse FreshRealm for costs associated with Pending Contracts to the extent that (1) such Pending Contract provides for services that are necessary for FreshRealm's provision of the Services under this Agreement and (2) Misfits has expressly agreed in writing to pay or reimburse such costs; (iii) FreshRealm shall provide the benefits of such Pending Contract to Misfits on a pass-through basis until such Pending Contract is either assigned to Misfits as a Designated Contract or removed from Schedule D; and (iv) the receipt of benefits under such Pending Contract by Misfits shall not be deemed to be an agreement by Misfits to assume such Pending Contract or to pay any Cure Costs relating thereto unless and until Misfits designates such Pending Contract as a Designated Contract in accordance with Section 5.5. For the avoidance of doubt, Misfits shall not be deemed to have assumed any liability under any Pending Contract unless and until Misfits expressly agrees in writing to assume such liability in accordance with this Agreement.

5.4 Assumption Notice and Cure Cost Procedures.

(a) At Misfits's direction, but in no event later than twenty-one (21) days prior to the Designation Deadline (or, with respect to any Contract that Misfits designates as a Designated Contract after such date, within five (5) business days following such designation), FreshRealm shall file a notice of potential assumption (the "Assumption Notice") with the Bankruptcy Court and serve such notice on each counterparty to a Pending Contract that Misfits has designated (or indicated an intent to designate) as a Designated Contract. The Assumption Notice shall identify all such Pending Contracts that may be assumed and assigned in connection with this Agreement and set forth a good faith estimate of the amount of Cure Costs applicable to each such Pending Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Pending Contract, the amount of such Cure Cost designated for such Pending Contract shall be "$0.00"). FreshRealm shall supplement the Assumption Notice as necessary to reflect any additional Pending Contracts that Misfits designates (or indicates an intent to designate) as Designated Contracts. For the avoidance of doubt, FreshRealm shall not be required to file an Assumption Notice with respect to any Pending Contract that Misfits has not designated (or indicated an intent to designate) as a Designated Contract.

(b) Any counterparty to a Pending Contract that wishes to object to the proposed Cure Costs or to the proposed assumption and assignment of its Contract must file and serve such objection within the time period set forth in the Assumption Notice or any applicable order of the Bankruptcy Court. Any counterparty that fails to timely file and properly serve an objection shall (i) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to such Pending Contract, and (ii) be deemed to have consented to the assumption, assignment, and transfer of such Pending Contract to Misfits or its designee.

(c) In the event of a dispute regarding the Cure Costs with respect to any Pending Contract, such dispute shall be resolved by the Bankruptcy Court. FreshRealm shall not settle a disputed Cure Cost with respect to any Pending Contract without Misfits's prior written consent. Misfits may, at any time prior to resolution of a Cure Cost dispute, elect to (i) pay the disputed Cure Cost and designate the Pending Contract as a Designated Contract, (ii) remove such Pending Contract from Schedule D and direct FreshRealm to reject such Contract, or (iii) continue to defer designation pending resolution of the dispute (in which case, such Pending Contract shall not be deemed removed from Schedule D pursuant to Section 5.5(a) solely by reason of the Designation Deadline having passed).

5.5 Designation of Contracts.

(a) On or before the Designation Deadline, Misfits shall provide FreshRealm with written notice designating which Pending Contracts, if any, Misfits elects to have assumed by FreshRealm and assigned to Misfits or its designee (each, a "Designated Contract"). Misfits may designate a Pending Contract as a Designated Contract at any time prior to the Designation Deadline by providing written notice to FreshRealm. For the avoidance of doubt, Pending Contracts that are not designated as Designated Contracts prior to the Designation Deadline (other than Pending Contracts for which a Cure Cost dispute remains pending pursuant to Section 5.4(b)) shall be deemed removed from Schedule D as of the Designation Deadline, and FreshRealm shall reject such Contracts in accordance with Section 365 of the Bankruptcy Code.

(b) Misfits shall be entitled to remove any Pending Contract from the list of Designated Contracts at any time prior to the Designation Deadline by providing FreshRealm written notice of such removal. In the event that Misfits removes any Pending Contract from such list, FreshRealm shall provide the relevant counterparty written notice that the applicable Contract is no longer identified as a Designated Contract and FreshRealm shall reject such Contract in accordance with Section 365 of the Bankruptcy Code.

(c) Notwithstanding the foregoing, a Pending Contract shall not become a Designated Contract and shall not be assigned to Misfits to the extent that such Contract is (i) deemed rejected under Section 365 of the Bankruptcy Code, (ii) the subject of an objection to assignment or assumption that has not been resolved, or requires the consent of any Governmental Authority or other third party (other than, and in addition to, the Bankruptcy Court) in order to permit the assumption and assignment by FreshRealm to Misfits of such Contract pursuant to Section 365 of the Bankruptcy Code, and such consent has not been obtained prior to the thirtieth (30th) day following the Service Transfer Date (as such period may be extended by mutual agreement of Misfits and FreshRealm), or (iii) is rightfully terminated by any party thereto other than FreshRealm, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Misfits as a Designated Contract.

(d) In the event Misfits provides notice to FreshRealm that it is removing any Pending Contract from the list of Designated Contracts at any time prior to the Designation Deadline, FreshRealm shall reject such Contracts in accordance with Section 365 of the Bankruptcy Code, and Misfits shall, subject to Section 5.3, satisfy any and all post-petition administrative obligations of such Contracts through the effective date of rejection as Pass-Through Costs. FreshRealm shall use commercially reasonable efforts to secure rejection of such Contracts as promptly as practicable after receiving notice from Misfits of removal of any Pending Contract from the list of Designated Contracts. Upon Misfits' request, as soon as reasonably practicable following such request, FreshRealm shall file a motion with the Bankruptcy Court seeking approval of expedited procedures for the rejection of Contracts in order to expedite the rejection process. Misfits shall have no responsibility or obligation to any counterparty of any Pending Contract with respect to any rejection damages.

5.6 Payment of Cure Costs; Assumption and Assignment. Misfits shall be solely responsible for the payment of all Determined Cure Costs with respect to Designated Contracts. Subject to the terms of Section 5.4 and Section 5.5, Misfits shall make provision for the payment of the Determined Cure Costs in cash at the time of assumption and assignment or as provided for in any stipulation or agreement between the counterparty, Misfits, and/or FreshRealm, in accordance with any applicable order of the Bankruptcy Court. Each Designated Contract that remains a Designated Contract as of the Service Transfer Date shall be assumed by FreshRealm and assigned to Misfits (or its designee) pursuant to Section 365 of the Bankruptcy Code in accordance with the terms of the Purchase Agreement.

ARTICLE 6
CONFIDENTIALITY AND DATA PROTECTION

6.1 Confidentiality.

(a) Each Party (as the "Receiving Party") shall keep confidential this Agreement and all non-public, confidential, or proprietary information disclosed to, accessed by or otherwise learned by the Receiving Party in connection with this Agreement, including any written or oral information received with respect to Misfits or its Affiliates, on the one hand, or FreshRealm or its Affiliates, on the other hand (in each case, the "Disclosing Party"), whether or not designated as confidential (collectively, "Confidential Information"). The Confidential Information of the Disclosing Party shall be used by the Receiving Party only for the purposes set forth in this Agreement unless otherwise agreed to in writing by the Disclosing Party. If a Receiving Party is required by any court or legislative or administrative body (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand or similar process) to disclose any Confidential Information, the Receiving Party shall, to the extent legally permissible, provide the Disclosing Party with prompt notice of such requirement in order to afford the Disclosing Party an opportunity to seek an appropriate protective order or other remedy. However, if the Disclosing Party is unable to obtain or does not seek such protective order and the Receiving Party required to disclose the Confidential Information is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the Receiving Party may disclose only that portion of the Confidential Information that is compelled to be disclosed and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed. In any event, the Receiving Party and its Representatives will not oppose action by the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

(b) The Receiving Party agrees that it will, and will cause its Affiliates and its and their respective directors, officers, employees, agents, consultants, accountants, auditors, attorneys or other representatives ("Representatives") to keep confidential from, not disclose to, and prevent the disclosure to or accessibility by any other person of the Disclosing Party's Confidential Information, including by using at least the same degree of care, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or disclosure of such information as the Receiving Party uses to protect its own information of a similar nature. The Receiving Party shall only disclose and permit access to Confidential Information of the Disclosing Party to Representatives who have a need to know such Confidential Information for the purposes of this Agreement and who have agreed to hold such Confidential Information confidential, and in respect of whose failure to comply with the obligations in this Section 6.1, the applicable Receiving Party will be responsible.

(c) This Section 6.1 does not apply to disclosure of Confidential Information that: (i) to the extent that it is or becomes generally known to the public not as a result of a breach of this Agreement, (ii) was within the Receiving Party's or any of its Representatives' possession prior to it being furnished or otherwise disclosed to the Receiving Party or any of its representatives hereunder or thereafter becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source other than the Disclosing Party or its representatives, in each case without, to the Receiving Party's knowledge, being subject to any contractual or other obligation of confidentiality to the Disclosing Party or any of its Representatives, or (iii) was independently developed by the Receiving Party from and after the Effective Date without violating any of its obligations under this Agreement. Upon expiration or termination of this Agreement and as requested by the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party or, if requested by the Disclosing Party in writing, destroy (and certify such destruction), all of the Disclosing Party's Confidential Information.

6.2 Privacy.

(a) Each party shall comply with any applicable Data Protection Requirements to the extent that Personal Data is shared between the Parties and such Data Protection Requirements apply to it in connection with the performance of its obligations or the exercise of its rights under this Agreement. The nature and purpose of the processing is to provide the Services set forth in this Agreement, and the Personal Data is disclosed for the limited and specific purpose of providing and obtaining such Services. The types of data subject to processing are employment data, benefits and dependent data, data stored within information technology assets, personal data, financial data, contact details data, including data of employees, contractors, business contacts, customers and vendors, and other personally identifiable information. The duration of the processing is the duration of the provision of the Services.

(b) Where a Service Provider processes Personal Data on behalf of Misfits or any of its Affiliates or customers or suppliers in the context of the provision of the Services, such Service Provider shall act as a processor on behalf of Misfits acting as a controller. In this context, such Service Provider shall:

(i) take appropriate technical, physical and organizational measures against the unauthorized or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, having regard to the state of the art and the cost of implementing the measures necessary to ensure a level of security appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data, and shall document the routines and measures implemented to satisfy the requirements in this Section 6.2(b) in relation to Personal Data;

(ii) take appropriate technical, physical and organizational measures to secure the proper working order of the systems used to process Personal Data having regard to the state of technological development and the cost of implementing the measures necessary to secure the proper working order of the systems appropriate to the harm that might result from the improper working of those systems;

(iii) only process the Personal Data on Misfits's documented instructions (which will include the provision of Services) unless required to process that Personal Data for other purposes by applicable Law (and where such a requirement is placed on a Service Provider, it shall provide prior notice to Misfits unless the relevant applicable Law prohibits the giving of notice on important grounds of public interest);

(iv) inform Misfits if, in such Service Provider's opinion, Misfits's instructions would be in breach of any Data Protection Requirements;

(v) provide the same level of privacy protection as is required of Misfits by applicable Data Protection Requirements;

(vi) not (i) "sell" or "share" (each as defined under applicable Data Protection Requirements) the Personal Data, (ii) retain, use or disclose the Personal Data for any purpose other than providing the Services, (iii) retain, use or disclose the Personal Data outside of the direct business relationship between the Parties or (iv) combine the Personal Data of Misfits with any Personal Data that such Service Provider receives from, or on behalf of, another source, or collects from its own interaction with a consumer;

(vii) only grant access to Personal Data to persons bound by confidentiality obligations, acting under such Service Provider's authority and with a need-to-know for the purpose of this Agreement;

(viii) be entitled to engage further Subcontractors to process Personal Data, subject to Section 2.3;

(ix) enter into an agreement with such further Subcontractors providing for obligations which are, in substance, the same as the ones provided under this Section 6.2, and shall remain fully liable to Misfits for the performance of the further Subcontractors' obligations;

(x) notify Misfits without undue delay if it becomes aware of a security breach leading to the accidental or unlawful destruction, loss or alteration of, or unauthorized access to or use, acquisition or disclosure of, Personal Data processed under the Services, and assist Misfits in relation to required notifications;

(xi) at Misfits's request, make available all information in such Service Provider's possession necessary to demonstrate its compliance with this Section 6.2 and applicable Data Protection Requirements and allow for and contribute to audits, including inspections, conducted by Misfits or another auditor mandated by it;

(xii) on request, provide Misfits with proper assistance and the information required to (i) respond to and fulfil requests from individuals exercising their rights under Data Protection Requirements, (ii) comply with Misfits's data security obligations under Data Protection Requirements, and (iii) conduct privacy impact assessments (and any related consultations), in each case where required by Data Protection Requirements; and

(xiii) promptly notify Misfits if it receives a request or notice from a data subject exercising his or her rights under any applicable Data Protection Requirements and to comply with and assist with Misfits's reasonable instructions with respect to the request or notice; and

(xiv) promptly notify Misfits if such Service Provider makes a determination that such Service Provider can no longer meet its obligations under applicable Data Protection Requirements.

(c) Misfits shall have the right to take reasonable and appropriate steps to (i) help ensure that the Service Providers use the Personal Data in a manner consistent with Misfits's obligations under applicable Data Protection Requirements and (ii) stop and remediate any unauthorized use of the Personal Data.

(d) Misfits shall have the right to take reasonable and appropriate steps to (i) help ensure that FreshRealm uses the Personal Data in a manner consistent with Misfits's obligations under applicable Data Protection Requirements and (ii) stop and remediate any unauthorized use of the Personal Data.

ARTICLE 7
TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the Effective Date and terminate on August 31, 2026 (the "Service Transfer Date"), unless otherwise extended by mutual written agreement of the Parties.

7.2 Termination.

(a) This Agreement may be terminated at any time, with immediate effect or as otherwise set forth therein, by the mutual written consent of the Parties.

(b) FreshRealm may terminate this Agreement, in whole or in part, upon written notice of such termination to Misfits in the event of Misfits's failure to provide timely payment of all Pass-Through Costs as required by this Agreement; provided that such failure is ongoing and continuing after five (5) business days following FreshRealm's delivery of written notice to Misfits of such failure;

(c) This Agreement shall automatically terminate and be of no further force or effect if the Purchase Agreement is terminated in accordance with its terms without the Closing (as defined therein) having occurred.

(d) Misfits may terminate this Agreement immediately upon written notice to FreshRealm if the New Order Form is terminated in accordance with clause (d) (Transition Period Termination) of the "Transition Period" section of the New Order Form.

(e) This Agreement will be automatically terminated if the Bankruptcy Cases are converted to cases under chapter 7 of the Bankruptcy Code.

(f) In the event FreshRealm terminates this Agreement pursuant to Section 7.2(b), FreshRealm shall have the right to retain all necessary amounts in the Operating Account and the Backstop Account to pay any unpaid Pass-Through Costs and Severance Obligations that are payable in accordance with the terms hereof.

(g) If there has been no termination of this Agreement pursuant to Section 7.2 as of the Service Transfer Date, FreshRealm shall return any amounts remaining in the Operating Account and shall return the funds held in the Backstop Account to Misfits promptly following the Service Transfer Date.

7.3 No Revival. Notwithstanding any of the foregoing, any action of FreshRealm or Misfits, including the performance of any of the Services by FreshRealm or the payment of invoices by Misfits, after notice of termination is given hereunder, shall not operate as a renewal or revival of this Agreement or as a waiver of such termination.

ARTICLE 8
INDEMNIFICATION, LIMITATIONS ON LIABILITY; DISCLAIMER OF WARRANTIES

8.1 Indemnification by Misfits. Misfits shall indemnify FreshRealm and its Affiliates and their respective directors, managers, officers, employees, agents, representatives, successors and assigns (collectively, the "FreshRealm Indemnified Parties") against, and be liable to the FreshRealm Indemnified Parties for, any and all Losses incurred or suffered by each FreshRealm Indemnified Party in connection with any claims by a third party directly arising out of or relating to (a) the provision of Services in accordance with the terms and conditions hereunder or maintaining any Contracts during the Transition Period as necessary to provide Services in accordance with the terms and conditions hereunder, (b) the material breach of any terms and conditions of this Agreement by Misfits, or (c) the gross negligence or willful misconduct of Misfits, and in each case ((a), (b) and (c)) solely to the extent not attributable to a FreshRealm Indemnified Party's gross negligence or willful misconduct.

8.2 Indemnification by FreshRealm. FreshRealm shall indemnify Misfits and its Affiliates and their respective directors, managers, officers, employees, agents, representatives, successors and assigns (collectively, the "Recipient Indemnified Parties") against, and be liable to the Recipient Indemnified Parties for, any and all Losses incurred or suffered by each Recipient Indemnified Party in connection with any claims by a third party directly arising out of or relating to (a) the material breach of any terms and conditions of this Agreement by FreshRealm or (b) the gross negligence or willful misconduct of any FreshRealm Indemnified Parties, and in each case ((a) and (b)) solely to the extent not attributable to a Recipient Indemnified Party's gross negligence or willful misconduct.

8.3 Limitations on Liability. The maximum aggregate liability obligation of a Party to the other Party under this Agreement shall not exceed the total Pass-Through Costs paid or payable by Misfits to FreshRealm hereunder and no Party shall be liable to another Party under this Agreement for any indirect, special, consequential, punitive or exemplary damages or lost profits hereunder, provided that such limitation shall not apply to Losses resulting from (i) FreshRealm's wrongful abandonment or wrongful termination of this Agreement; (ii) a Party's fraud, willful misconduct or Willful Breach of this Agreement, including any failure to pay any amounts owed hereunder; or (iii) a Party's indemnification obligations under Sections 8.1 and 8.2.

8.4 Disclaimer of Warranties. EXCEPT AS SET FORTH IN THIS AGREEMENT, INCLUDING ARTICLE IV AND SCHEDULE A, FRESHREALM MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR BY OPERATION OF LAW OR OTHERWISE, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ORIGINALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND SUITABILITY OF THE SERVICES.

ARTICLE 9
MISCELLANEOUS

9.1 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be transferred, assigned or delegated, in whole or in part, by operation of Law or otherwise, by any Party without the prior written consent of the other Parties, and any such transfer, assignment or delegation without such prior written consent shall be null and void; provided, however, that without the prior written consent of any other Party, a Party may transfer, assign or delegate its rights under this Agreement to its lenders as collateral security for its obligations under any of its debt financing arrangements after the Effective Date. This Agreement shall be binding upon, and shall be enforceable by and inure to the benefit of, the Parties and their respective successors and permitted assigns.

9.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt by nonautomatic means, whether electronic or otherwise), (b) one (1) business day after the day sent by email or (c) one (1) business day after the day sent by an overnight courier, in each case, at the following addresses and email addresses (or to such other address or email address as a Party may have specified by notice given to the other Parties under this Section 9.2):

If to FreshRealm, addressed to:

Bryan Fleming
Chief Financial Officer
FreshRealm, Inc.
c/o Alvarez & Marsal North America, LLC
3424 Peachtree Road, NE, Suite 1500
Atlanta, GA 30326
bryan.fleming@freshrealm.com

With a copy to:

Ryan T. Jareck, Esq.
Cole Schotz P.C.
Court Plaza North, 25 Main St.
Hackensack, NJ 07601
rjareck@coleschotz.com

If to Misfits, addressed to:

Abhi Ramesh
Chief Executive Officer
abhi@misfitsmarket.com

With a copy to:

legalnotice@misfitsmarket.com

And to:

Spencer Cohen, Josh Beser, and Laura Metzger
Orrick, Herrington & Sutcliffe LLP
51 W 52nd St.
New York, NY 10019
spencer.cohen@orrick.com; jbeser@orrick.com; lmetzger@orrick.com

If to Blue Apron, addressed to:

Blue Apron, LLC
Attn: General Counsel
1065 Avenue of the Americas, 15th Floor
New York, NY 10018

With a copy to:

legalnotices@blueapron.com

And to:

Andrew Clark and Robert Yeh
Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
andrew.clark@lw.com; robert.yeh@lw.com

9.3 Applicable Law; Jurisdiction; WAIVER OF JURY TRIAL. This Agreement, and all claims and causes of action (whether in contract or in tort or otherwise, or whether at Law (including at common law or by statute) or in equity) that may be based on, arise out of or relate hereto or the negotiation, execution, performance or the transaction contemplated hereby or subject matter hereof, shall be governed by and construed in accordance with the Laws of the State of New Jersey applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts or choice of law thereof. Each Party (a) agrees that any claim or cause of action (whether in contract or in tort or otherwise, or whether at Law (including at common law or by statute) or in equity) that may be based on, arise out of or relate hereto or the negotiation, execution, performance or subject matter hereof or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court, (b) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Bankruptcy Court (c) agrees that all claims and causes of action shall be heard and determined exclusively in such court, (d) waives any objection to laying venue in any such claim or cause of action in such court, (e) waives any objection that such court is an inconvenient forum or does not have jurisdiction over any Party and

(f) agrees that service of process upon such Party in any such claim or cause of action shall be effective if such process is given as a notice under Section 9.2. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM OR CAUSE OF ACTION THAT MAY BE BASED ON, ARISE OUT OF OR RELATE HERETO OR THE NEGOTIATION, EXECUTION, PERFORMANCE OR SUBJECT MATTER HEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9.4 Specific Performance. Each Party acknowledges and agrees that, in the event that any of the other Party's obligations under this Agreement are not performed in accordance with their specific terms or are otherwise breached, such Party will be irreparably damaged, would not have any adequate remedy at law and would not be adequately compensated by monetary damages. Accordingly, in addition to any other right or remedy to which either Party may be entitled, at law or in equity, either Party shall be entitled to seek an injunction or injunctions to prevent breaches or threatened breaches of this Agreement by the other Party and to compel specific performance of the terms and provisions of this Agreement, without (a) the need for proof of actual damages or (b) the requirement of securing or posting any bond or other security or indemnity. Furthermore, each Party irrevocably waives and agrees not to raise any objections or defenses that the equitable remedy of specific performance is (a) unavailable to prevent or restrain breaches of this Agreement or to specifically enforce the terms of this Agreement, (b) invalid, (c) unenforceable, (d) contrary to Law or (e) inequitable for any reason, or that a remedy of monetary damages would provide an adequate remedy.

9.5 Entire Agreement; Counterparts; Facsimile Signatures. This Agreement and the other documents and agreements contemplated hereby, including the Settlement Agreement, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among or between any of the Parties related to the subject matter hereof. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Settlement Agreement, the terms and conditions of the Settlement Agreement shall prevail. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall be one and the same instrument. Delivery of an executed counterpart hereof by facsimile or other electronic transmission shall be effective as delivery of an original counterpart hereof.

9.6 Amendment. This Agreement may be amended, supplemented or changed only by a written instrument signed by the Parties.

9.7 Waiver. Except where a specific period for action or inaction is provided herein, neither the failure nor any delay on the part of any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The failure of a Party to exercise any right conferred herein, within the time required, shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not any such right arising as a result of any other transactions or circumstances.

9.8 Cumulative Remedies. All rights and remedies of any Party hereto are cumulative of each other and of every other right or remedy such Party may otherwise have, at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

9.9 Rules of Construction. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section and Schedule are references to the Articles and Sections of, and Schedules to, this Agreement unless otherwise specified; (c) all Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein; (d) any capitalized terms used in any Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement, and any capitalized terms used in this Agreement but not otherwise defined shall have the meaning as defined in the Settlement Agreement; (e) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, including the Schedules hereto; (f) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (g) the word "or" shall not be exclusive; (h) references to "written" or "in writing" include in electronic form; (i) provisions shall apply, when appropriate, to successive events and transactions; (j) each Party has participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties thereto and no presumption or burden of proof shall arise favoring or burdening either party by virtue of the authorship of any of the provisions in this Agreement; (k) references to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder as amended from time to time; (l) references to any contract are to that contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; (m) a reference to any person includes such person's successors and permitted assigns; (n) any reference to "days" shall mean calendar days unless business days are expressly specified; (o) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a business day, the period shall end on the next succeeding business day; and (p) references from or through any date mean, unless otherwise specified, from and including or through and including, respectively. In the event of a conflict between the terms and conditions of this Agreement (exclusive of the Schedules) and the terms and conditions of a Schedule, the terms and conditions of this Agreement (exclusive of the Schedules) shall prevail.

9.10 Severability. Any term or provision hereof that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction, in each case, so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any Party. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

9.11 Titles. The titles, captions or headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect or restrict the meaning or interpretation of this Agreement.

9.12 Independent Contractor Relationship. For purposes of this Agreement, FreshRealm shall be deemed an independent contractor of Misfits with respect to the Services. Nothing contained in or performed pursuant to this Agreement shall be construed as creating a partnership, agency or joint venture between FreshRealm and Misfits and, except as may be otherwise expressly provided in this Agreement, neither Party shall become bound by any representation, act or omission of the other Party. Notwithstanding the foregoing, FreshRealm's status as an independent contractor shall not limit Misfits's right to provide operational directives regarding the Business as set forth in Sections 2.3, 2.5, 2.6, and 2.9.

9.13 Force Majeure. The Parties hereto shall not be liable for any failure of or delay in the performance of this Agreement for so long as and to the extent to which the fulfillment of its obligations is prevented or delayed due to acts of God, public enemy, war, weather, crop failure, pandemic, transportation disruptions, or strikes, lockouts or labor disputes or any other cause beyond the affected Party's reasonable control that makes performance impracticable (each, a "Force Majeure Event"), provided that (a) the affected Party shall provide written notice of the inability or delay in performance of its affected obligations to the other Party as soon as reasonably practicable stating the date and extent of such inability or delay, and the cause thereof, (b) the affected Party shall have exercised commercially reasonable efforts to minimize the effect of the Force Majeure Event on its obligations and has worked diligently to recommence performance, (c) if FreshRealm is the affected party, FreshRealm implemented its business continuity and disaster recovery plans and (d) the affected Party shall resume the performance of its affected obligations as soon as reasonably practicable after the removal of the cause. Misfits shall not be required to pay for any suspended Services during the period of time within which such Services are not being provided to Misfits in accordance with the terms hereof.

9.14 No Third Party Beneficiaries. FreshRealm's Affiliates shall be third-party beneficiaries of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person (other than (i) FreshRealm, Misfits, and their respective successors or permitted assigns and (ii) FreshRealm's and Misfits's Affiliates) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, and no person (other than as so specified) shall be deemed a third party beneficiary under or by reason of this Agreement.

9.15 Survival. Notwithstanding the foregoing, the Parties' respective obligations under Section 3.1 (Business Revenue and Pass-Through Costs) and Section 3.2 (Payment Procedures) (solely with respect to any unpaid fees or other properly invoiced expenses), Article VI (Confidentiality and Data Protection), Article VII (Term and Termination), Article VIII (Indemnification, Limitation on Liability, Disclaimers) and Article IX (Miscellaneous) shall survive the termination or expiration of this Agreement.

9.16 Limitation on Services. Notwithstanding any provision hereof or Schedule A to the contrary, no Services provided under this Agreement shall include or shall be construed as constituting accounting, legal or tax advice or shall create any fiduciary obligations on the part of FreshRealm or any of its Affiliates to any Person.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party hereto has caused this Transition Services Agreement to be duly executed on its behalf, by an officer thereunto duly authorized, all as of the Effective Date.

FRESHREALM, INC.

Signed by:
By: Bryan Fleming
C3422A219FF7492...
Name: Bryan Fleming
Title: Chief Financial Officer

IN WITNESS WHEREOF, each Party hereto has caused this Transition Services Agreement to be duly executed on its behalf, by an officer thereunto duly authorized, all as of the Effective Date.

MISFITS MARKET, INC.

Signed by:

By: Abhi Ramesh
8BF8E90B74F74AE...

Name: Abhi Ramesh
Title: Chief Executive Officer

IN WITNESS WHEREOF, each Party hereto has caused this Transition Services Agreement to be duly executed on its behalf, by an officer thereunto duly authorized, all as of the Effective Date.

FRESHREALM, INC.

By:__________________________________
Name:
Title:

MISFITS MARKET, INC.

By:__________________________________
Name:
Title:

BLUE APRON LLC

DocuSigned by:
By: Jay Naik
47E717808C794B4...
Name: Jay Naik
Title: President

SCHEDULE A

Service Schedule

[See attached]

SCHEDULE A

Service Schedule

During the Transition Period, FreshRealm shall provide the services, functions, and responsibilities described in this Schedule A (collectively, the "Services"). The Services shall include, without limitation and in addition to the services described in the table below, all services, functions, and responsibilities as requested, necessary, or reasonably appropriate for FreshRealm to perform, on behalf of and as directed by Misfits, all operational, production, procurement, manufacturing, storage, packaging, labeling, fulfillment, logistics, quality, food-safety, regulatory, administrative, and related obligations owed by FreshRealm to (i) Blue Apron, LLC under that certain Production and Fulfillment Agreement, dated as of June 9, 2023, between Blue Apron, LLC and FreshRealm, Inc. (as amended, the "BA PFA") and (ii) MMM Consumer Brands, Inc. (d/b/a Marley Spoon) under that certain Production and Fulfillment Agreement, dated as of February 9, 2024, between MMM Consumer Brands, Inc. and FreshRealm, Inc. (as amended, the "MS PFA") (collectively, the "Downstream Customers", and such agreements, together with the BA PFA and the MS PFA, as the same may be amended from time to time, the "Downstream Agreements"), in each case in accordance with, and subject to, the standards, specifications, service levels, and all other performance obligations set forth in the applicable Downstream Agreement, all of which are hereby incorporated into this Schedule A by reference and shall be deemed to continue as FreshRealm's ongoing obligations under this Schedule A notwithstanding any rejection, expiration, termination, or other cessation of any Downstream Agreement (whether in FreshRealm's Chapter 11 case or otherwise), and provided that for the avoidance of doubt that the foregoing shall not be deemed to apply to, or to otherwise create or impose any payment or other obligations on, the Downstream Customers that are otherwise no longer applicable due to any rejection, expiration, termination, or other cessation of any Downstream Agreement (whether in FreshRealm's Chapter 11 case or otherwise). The Services shall further include, without limitation and in addition to the services described in the table below, all services, functions, and responsibilities as requested, necessary, or reasonably appropriate for FreshRealm to support and facilitate, on behalf of and as directed by Misfits, the orderly transition of the Business to Misfits or to such facilities, service providers, and/or designees as identified by Misfits.

The table set forth below is provided by way of illustration of certain of the known Services and is not intended to be exhaustive or fully inclusive of the Services to be provided hereunder. The categories, headings, rows, bullet points, groupings, and other drafting conventions used in the table are for convenience of reference only and shall not be construed to limit, define, or restrict the scope of the Services or Misfits's rights under this Agreement, including Misfits discretion under Section 7.2 of this Agreement to terminate all or any portion of the Services, in whole or in part, as it determines consistent with the terms of Section 7.2 of this Agreement.

CATEGORY	**SERVICES**
Marketing, Communications and Technical Development	• Packaging design, research and development, supplier qualification and testing, packaging science, packaging chemistry, packaging specifications • Interface with co-manufacturers and ingredients suppliers regarding products, specifications

CATEGORY	SERVICES
Operations/Facilities	• Operate all aspects of food processing facilities manufacturing food products for human consumption at locations in Linden, NJ and Tracy, CA • Facilities operation, management of Site Directors, production, facilities warehouse, facilities quality assurance; shift operations, production supervision, sundry, maintenance planning, fill net weight operations • Environmental Health and Safety and Sustainability management activities, compliance initiatives, improvement projects, reporting to Misfits in accordance with the Agreement and as otherwise reasonably requested by Misfits • Food Safety and Quality: Technical services, quality assurance, facilities qualification and audits • Engineering: Project engineering, automation and controls
Human Resources	• Support organization and supervision providing services relating to employees as absence partners, employee benefits, compensation, human resources, payroll interface, payroll, information services security, talent, recruiting processes • Human Resources information services and business systems • Employee benefits programs selection, management and administration, interface with benefits brokers and service providers, provide employees with benefits information and process management • Provide services supporting recruiting, talent selection, acquisition and retention, compensation • Provide leadership and management of operations, facility, corporate and local human resources professionals and teams, labor relations, policies and procedures, compliance with local labor and employment laws and practices • Employee training, organizational effectiveness assessment and improvement programs • Execute all HR-related functions in connection with the closure of the Tracy, CA and Linden, NJ facilities, including workforce reduction planning, employee offboarding, final pay processing, administration of accrued paid time off, termination of benefits coverage, COBRA administration, and coordination with benefits providers, brokers, and payroll service providers • Prepare and deliver all required notices to employees in connection with the closure of the Tracy, CA and Linden, NJ facilities, including notices required under the Worker Adjustment and Retraining Notification Act (29 U.S.C. §§ 2101–2109), the New Jersey Millville Dallas Airmotive Plant Job Loss Notification Act (N.J. Stat. Ann. §§ 34:21-1 et seq.), the

CATEGORY	**SERVICES**
	California Worker Adjustment and Retraining Notification Act (Cal. Lab. Code §§ 1400 et seq.), and any other applicable federal, state, or local plant-closing, mass-layoff, or employee-notification Laws • Plan, manage, and deliver internal and external communications regarding the closure of the Tracy, CA and Linden, NJ facilities, including employee-facing announcements, manager talking points, responses to employee inquiries, and coordination with Misfits on messaging to vendors, third-party service providers, and Governmental Authorities • Payment of, and compliance with, all Mandatory Severance Obligations (as defined in Section 2.3 of the Agreement), including calculation, administration, processing, and payment of all severance, termination, and similar amounts owed to Service Providers, with such payments to be funded pursuant to the Agreement.

CATEGORY	SERVICES
Finance	All Accounting/Finance functions associated with the Business including the following: • Accounts Payable: Process vendor invoices; travel expense reports and vendor payments for the Business consistent with past practice. • Prepare monthly revenue and expense allocations necessary to support generation of Profit and Loss statements by product line. • Manage monthly financial statement close. • Prepare all required financial transactions to support accounting for inventory (production, adjustments and shipments), 3rd party co-pack operations and freight and warehousing costs. • Oversee maintenance of subsidiary records required to prepare consolidated Profit and Loss Statement and Balance Sheet. • Prepare monthly, quarterly and year-to-date Profit and Loss Statement, Balance Sheet and Cash Flow for the Business. • Maintain necessary master files to support accounting and financial record- keeping. • Reconcile Balance Sheet accounts for Business operations. • Treasury: Cash management, wire transfers, manage banking relationships and accounts • Risk Management: selection and administration of company’s insurance policies, claims management • Corporate Controller: payroll, accounting; manage facilities payroll coordination and analysis • Tax Compliance: Manage the company’s tax compliance and other tax matters, including payment and filing of tax returns. • Customer Finance, customer business interface, revenue management • Commercial Finance • Information Technology systems management, facilities IT analysis • Financial planning and analysis • Operations Finance management and reporting, accounting, manage logistics, warehouse and capital expenditures, facilities finance, supply chain finance, facilities cost accounting, raw product financial analysis, facilities accounting

CATEGORY	SERVICES
Logistics, Planning & Customer Supply Chain	Logistics and Warehouse Operations: FreshRealm shall perform under FreshRealm's existing contractual relationships with 3rd party warehouses and transportation carriers during the term of this Agreement • Inventory control: Coordinate Inventory Control; reconcile third party distribution center records • Transportation – Truckload Procurement, Intermodal, Rail, Domestic Rail, Export Coordination • Scheduling arrangements for shipment of finished goods via truck, rail or intermodal carrier from US Port to distribution warehouse • Scheduling arrangements for shipment of finished goods via truck, rail or intermodal carrier from U.S. co-packers to Distribution Centers • Scheduling arrangements for shipment of finished goods via truck, rail or intermodal carrier from Distribution Centers to other Distribution Centers • Scheduling arrangements for shipment of finished goods via truck, rail or intermodal carrier from Distribution Centers to Customers (utilizing FreshRealm employees and 3rd party transportation providers)

CATEGORY	SERVICES
	• Customs clearance · Warehouse Operations · Business Process · Business Systems · Freight Payment: Manage payment processes, claims through third party transportation provider. • Storage service • Senior management oversight of warehousing • Warehouse Management • In-and-Out pallet handling Procurement • Materials Management: MRO, Purchasing • Commodities purchasing and management: packaging, ingredients • Purchasing analysis • Indirect sourcing of facility services and professional services Customer Service: coordination, projects and processes • Responsible for all aspects of customer order management from receipt of purchase orders to billing • Manages day-to-day customer relationships, with escalation of material issues to Misfits's attention • Validates claims and disposition for returns, OS&Ds, and other non-trade related deductions. Supply chain, centers of excellence • Data and systems • Supply chain analytics & "BI" • Business interface, Customer and Price Master, Material Master, Data Sync, BI Specialist • Co-Manufacturing management, co-management operations • Supply Chain strategies, Procurement Operations, Planning integration, Supply Chain "PMO" • Labeling

CATEGORY	SERVICES
	• Supply chain planning, inventory management and deployment, inventory management for fruit and meal enhancer business units • Supply planning, “MPS” management, Co-Manufacturing planning • Customer supply chain management Business Systems/Information Technology • Support all aspects of information technology services, hardware and software, asset management, systems security, user service support, software implementation and maintenance • Provide specialized services in IT security, including incident response, prompt notification to Misfits of any security incident, and handover of security configurations, credentials, and related documentation to Misfits or its designee as reasonably necessary to support the Services
Food Safety and Quality	• Monitor and manage food safety and quality programs to assure compliance with legal and regulatory requirements and FreshRealm policies. • Perform traceability, product holds, withdrawals, and recalls, and other product handling in accordance with applicable Law, the Downstream Agreements, and Misfits’s direction.
Misfits Transition Support — IT, Data, & Records Migration	• Export and deliver to Misfits in commercially reasonable electronic formats all ERP, WMS, OMS, master data, historical transaction data, and vendor and customer data used in the Business; provide reasonable migration assistance, test support, and cutover coordination in accordance with Misfits’s timeline • Deliver to Misfits copies of all books, records, master data files, vendor files, customer files, and operating procedures relevant for the ongoing conduct of the Business

CATEGORY	SERVICES
Misfits Transition Support — Regulatory & Permit Transfer	• USDA Registration Transfer: assistance in transferring food facility registrations, product registrations, and permits held in FreshRealm’s name to Misfits or its designee if and as directed by Misfits. • State & Local License Transfers: support in transferring operating licenses and health department permits held in FreshRealm’s name to Misfits or its designee if and as directed by Misfits.
Misfits Transition Support — Litigation & Regulatory Handover	• Provide Misfits with a complete written inventory and status of all pending, threatened, or reasonably anticipated litigation, regulatory proceeding, investigations, enforcement actions, customer claims, employee claims, and food quality or safety incidents related to the Business, together with copies of all underlying documentation, within fifteen days following the Effective Date and updated monthly thereafter. For clarity, the foregoing will not be deemed to create or reflect the assumption by Misfits of any responsibility or liability for any such matters unless expressly assumed by Misfits pursuant to the terms of the Agreement.
Misfits Transition Support — Vendor Transitions	• Timely support Blue Apron in the transition of any products produced, manufactured, or co-manufactured by FreshRealm on Blue Apron’s behalf to alternative third-party supplier(s) reasonably acceptable to Blue Apron to ensure continued product availability after the transition period. • Support Misfits with the transition of FreshRealm's existing vendor, supplier, and service provider relationships supporting the Business to Misfits or its designee, including if and as requested by Misfits, providing a complete list of such vendors and copies of all underlying contracts and related documentation, facilitating introductions and direct communications with such vendors, and using commercially reasonable efforts to assign any such contracts to Misfits or its designee and obtain any required consents.
Misfits Transition Support — Other Support	• Provide such other additional support, cooperation, information, and assistance as Misfits may reasonably request from time to time in connection with any other transition processes, activities, or requirements not expressly enumerated in this Schedule A that arise during the Transition Period.

SCHEDULE B

(Cash Management)

[See attached]

Schedule B

Bank Accounts	Description of Accounts
Operating Account[1] *JPMC* X[TBD]	The Debtors shall an establish an account to receive the payment of Pass-Through Costs by Misfits. FreshRealm shall transfer funds from the Operating Account to FreshRealm's Main Operating Account, in an amount equal to the Pass-Through Costs, to fund disbursements to vendors from the Disbursements ZBA Account.[2]
Backstop Account[1] *JPMC* X[TBD]	The Debtors shall establish an account to serve as security for the payment of the Severance Obligations or unpaid Pass-Through Costs.

[1] FreshRealm to establish bank accounts with JPMC as soon as commercially reasonable following the Petition Date.

[2] NTD: Per Cash Management Order, Debtors will be permitted to maintain their existing Cash Management System. Vendor disbursements are paid via a ZBA account funded via the Main Operating Account.

SCHEDULE C

(Pass-Through Costs)

[Intentionally Omitted]

SCHEDULE D

(Pending Contracts)

[See attached]

File Name	Type	Description
20190104 FreshRealm, LLC Co-Pack Agreement FR EDITS 021919pm.docx	Service Agreement	Co Packer, Freshrealm, LLC, Smithfield Packaged Meats Corp., Smithfields, Brick-and-Mortar, Customer Agreements, FreshRealm
A. Fodera Foods Supply Agreement BA 11-18-2015	Sales Agreement	Fodera Anthony Foods, Blue Apron, Inc., 2015, Blue Apron, Ingredients, Supply Agreements
Abe_s Vegan Muffins LLC SA FR - Ready For Signature 3.26.pdf	Sales Agreement	2026, Abe's Vegan Muffins L, FreshRealm, Inc.
Actual Veggies Inc Supply Agreement BA 1-10-2022	Sales Agreement	Actual Veggies Inc., Blue Apron, LLC, 2022, Blue Apron, Ingredients, Supply Agreements
Agostino Foods Purchasing Guaranty FR 08-08-2025	Financial Agreement	Protein, Supply Agreements, Ingredients, MMM Consumer Brands Inc., Blue Apron, Home Food Services of PA. D/B/A "Agostino Foods", FreshRealm, Inc., 2025
Altar Produce Supply Agreement BA 07-13-2020	Sales Agreement	Altar Produce LLC, Blue Apron, LLC, 2020, Blue Apron, Supply Agreements, Ingredients
American Packaging Capital, Inc. Lease HB-07213130 (4) Loma X-Ray Systems 2021-07-13 executed.pdf	Property Agreement	Freshrealm, LLC, American Packaging Capital, Inc., 2021, Leases, Equipment, FreshRealm
American Roland Food Corp Supply Agreement BA 10-19-2016	Sales Agreement	Roland Foods, LLC, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Ark Foods Supply Agreement BA 7-7-2016	Sales Agreement	Ark Foods LLC, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Armanino Foods - FreshRealm (MMM Consumer Brands)-Alfredo Sauce Vendor Agreement - 2024-04-30.pdf	Sales Agreement	Freshrealm, LLC, Armanino Foods Of Distinction, Inc., 2024, Ingredients, Supply Agreements, FreshRealm
Armanino Foods Stocking Agreement Alfredo Sauce FR 05-06-2024 (Partially Signed)	Sales Agreement	Manufacturing Agreements, FreshRealm, Inc., Armanino Foods of Distinction, Inc., 2024, Supply Agreements, Ingredients
Armanino Foods Supply Agreement Amended BA 06-26-2020	Sales Agreement	Armanino Foods of Distinction, Inc., Blue Apron, LLC, 2020, Armanino Foods Of Distinction, Inc., Blue Apron, Ingredients, Supply Agreements
Associated Food - Vendor Agreement.pdf	Service Agreement	AFS, Associated Food Stores, Inc., Associated Foods, Brick-and-Mortar, Customer Agreements
Associated Foods - Vendor Agreement - SigPage and Amdt 1.pdf	Amendment	Associated Food Stores, Inc., Freshrealm, Inc., AFS, 2023, Associated Foods, Brick-and-Mortar, Customer Agreements
Atoria's Baking Co (Atoria's Family Bakery) Supply Agreement BA 2-20-2023	Sales Agreement	Atoria's Baking Co., Blue Apron, LLC, 2023, Blue Apron, Ingredients, Supply Agreements
Babe Farm Specialties Supply Agreement BA 3-2-2020	Sales Agreement	Babé Farms Specialties, Inc., Blue Apron, LLC, 2020, Blue Apron, Ingredients, Supply Agreements
Bagelista Supply Agreement FR 01-29-25	Sales Agreement	Ingredients, Supply Agreements, Bagelista LLC, FreshRealm, Inc.
Baked By Melissa Supply Agreement FR 09-24-2025	Sales Agreement	Supply Agreements, Ingredients, Baked by Melissa, LLC, FreshRealm, Inc., 2025
Baloian Farms Supply Agreement BA 11-30-2015	Sales Agreement	Baloian Farms, Blue Apron, Inc., 2015, Blue Apron, Ingredients, Supply Agreements
Barilla America, Inc. Supply Agreement FR 12-17-2025	Sales Agreement	Supply Agreements, Ingredients, Barilla America, Inc., FreshRealm, Inc., 2025
Bay Area Herbs Supply Agreement BA 05-18-2020	Sales Agreement	Supplier, Blue Apron, LLC, 2020, Blue Apron, Supply Agreements, Ingredients
Bay Bay Produce Supply Agreement BA 02-09-2017	Sales Agreement	Bay Bay Produce, Inc, Blue Apron, Inc., 2017, Blue Apron, Ingredients, Supply Agreements
Baycap San Clemente Equipment Lease 2590 2022-10-05.pdf	Letter	Baycap LLC, Freshrealm, Inc. Dba Freshrealm, 2022, Leases, Equipment, FreshRealm
Beachside Produce Supply Agreement 8-10-2016	Sales Agreement	Supply Agreements, Ingredients, Beachside Produce, LLC, 2016, Blue Apron, Inc.
Beef America DBA Mission Driven Supply Agreement[79] (2).pdf	Sales Agreement	Mission Driven Meastand Seafood Softha, Blue Apron, LLC, 2022, Ingredients, Supply Agreements
Bengard Ranch Supply Agreement BA 9-13-2021	Sales Agreement	Bengard Runch INC., Blue Apron, LLC, 2021, Blue Apron, Ingredients, Supply Agreements
Berber Food (DBA Mi Rancho) Supply Agreement BA 1-28-2018	Sales Agreement	Berber Food Manufacturing, Inc., Blue Apron, LLC, 2018, Ingredients, Supply Agreements
Berti Produce Supply Agreement BA 07-13-2016	Sales Agreement	Berti Produce 3, Blue Apron, Inc., 2016, Blue Apron, Supply Agreements, Ingredients
Blake_s Seed Based LLC., SA, FR, 032426 (1) (1).pdf	Sales Agreement	Blake's Seed Based LLC, FreshRealm, Inc., 2026
Brandt Farms Supply Agreement BA 5-19-2016	Sales Agreement	Brandt Farms Inc, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Brooke Farms Supply Agreement BA 07-17-2019	Sales Agreement	Supplier, Blue Apron, Inc., 2019, Blue Apron, Ingredients, Supply Agreements, 2018
Brooklyn Delhi Supply Agreement BA 2-1-2018	Sales Agreement	Brooklyn Delhi, Blue Apron, LLC, 2018, Ingredients, Supply Agreements
Butch's Best Supply Agreement BA -11-11-2021	Sales Agreement	2021, Supply Agreements, Ingredients
Butcher Block (North Country Smokehouse) Supply Agreement BA 9-14-2022	Sales Agreement	Supplier, Blue Apron, LLC, 2022, Blue Apron, Ingredients, Supply Agreements
Butterball Farms Supply Agreement BA 10-2-2015	Sales Agreement	2015, Ingredients, Supply Agreements
Calabro Cheese Corp Supply Agreement BA 10-28-2015	Sales Agreement	Blue Apron, Inc., 2015, Blue Apron, Supply Agreements, Ingredients
Catsmo:Solex Supplier Agreement.pdf	Sales Agreement	FreshRealm, Inc.
Centerline - Fresh Realm Agreement to Supply FR Edits 072417.docx	Service Agreement	Freshrealm, Centerline Drivers, LLC, 2017, Logistics, Supply Agreements, FreshRealm
Centerline - Fresh Realm Agreement to Supply vJK.docx	Service Agreement	Freshrealm, Centerline Drivers, LLC, 2017, Logistics, Supply Agreements, FreshRealm
Centerline - Fresh Realm Agreement to Supply vJK.pdf	Addendum	Freshrealm, Joe Kautz, Centerline Drivers, LLC, 2017, Logistics, Supply Agreements, FreshRealm
Centerline - FreshRealm Pricing Addendum 2017-09-15 vJK.pdf	Addendum	Freshrealm, Centerline Drivers, LLC, 2017, Logistics, Supply Agreements, FreshRealm
Centerline Agreement to Supply Temporary Drivers JAX - Fresh Realm 2020-12-31 vJK.pdf	Service Agreement	Freshrealm, Centerline Drivers, LLC, 2020, Logistics, Supply Agreements, FreshRealm
Centerline Agreement to Supply Temporary Drivers JAX - Fresh Realm 2021-01-11 vJK.pdf	Service Agreement	Freshrealm, Centerline A Trueblue, 2021, Centerline Drivers, LLC, Logistics, Supply Agreements, FreshRealm

File Name	Type	Description
Centerline Agreement to Supply Temporary Drivers JAX - FreshRealm Update 2021-01-11 vJK.pdf	Service Agreement	Freshrealm, Centerline A Trueblue, Centerline Drivers, LLC, 2021, Logistics, Supply Agreements, FreshRealm
Centerline FreshRealm Agreement (Drivers) Pricing Addendum vJK 2017-08-10.pdf	Addendum	Freshrealm Heat, Centerline Drivers, LLC, 2017, Logistics, Supply Agreements, FreshRealm
Centerline FreshRealm Agreement (Drivers) Pricing Addendum vJK 2017-08-15.pdf	Addendum	Freshrealm, Centerline Drivers, LLC, 2017, Logistics, Supply Agreements, FreshRealm
Centerline FreshRealm Agreement (Drivers) vJK 2017-08-10.pdf	Service Agreement	Freshrealm, LLC, Centerline Drivers, LLC, 2017, Logistics, Supply Agreements, FreshRealm
Centerline_FreshRealm, LLC Agreement addendum (SWE) 2019.03.26 vJK.pdf	Addendum	Centerline Drivers, LLC, Freshrealm, LLC, 2019, Logistics, Supply Agreements, FreshRealm
Cento Fine Foods Atlantic Food Dist Supply Agreement BA 05-22-2015	Sales Agreement	AlANRiC Food Distributors, Inc., Blue Apron, Inc., 2015, Cento Find Foods, Blue Apron, Ingredients, Supply Agreements
Cerelia USA Bakery Supply Agreement FR 07-21-2025	Sales Agreement	Supply Agreements, Ingredients, 2025, Cérélia Bakery USA Inc., FreshRealm, Inc.
CH Guenther Tribeca Ovens Supply Agreement BA 02-12-2016	Sales Agreement	Tribeca Oven, Inc., Blue Apron, Inc., 2016, Blue Apron, Supply Agreements, Ingredients
Channel Islands Farms Supply Agreement BA 7-26-2017	Sales Agreement	Channel Islands Farm, Inc, Blue Apron, LLC, 2017, Blue Apron, Ingredients, Supply Agreements
Cheese Merchants Supply Agreement BA 9-29-2015	Sales Agreement	Supplier, Blue Apron, Inc., 2015, Blue Apron, Ingredients, Supply Agreements
Chester Food Brokerage Inc - General Brokerage Commission Agreement (Wakefern) 2022-04-19.pdf	Financial Agreement	Freshrealm, Chester Food Brokerage, Inc., Freshrealm, LLC, 2022, Broker Agreements - Food, Service Agreements, FreshRealm
Cintas Agreements - Cintas Agreements.docx.pdf	Financial Agreement	Ms US, Cintas Corporation, Mmm Consumer Brands Inc., 2021, Cintas, Service Agreements
Coast Tropical Supply Agreement BA 7-06-2016	Sales Agreement	Coast Citrus Distributors dba Coast Tropical, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Coastal Sunbelt (East Coast Fresh) Supply Agreement BA 3-28-2019	Sales Agreement	Supply Agreements, Ingredients, East Coast Fresh, Blue Apron, LLC, 2019
Cochran Cousins (Slopeside Syrup) Supply Agreement 1-31-2021	Sales Agreement	Cochran Cousins LLC DBA Slopeside Syrup, 2022, Blue Apron, LLC, Blue Apron, 2021, Ingredients, Supply Agreements
Country Sweet Produce Supply Agreement BA 3-22-2017	Sales Agreement	Country Sweet Produce, Blue Apron, Inc., 2017, Blue Apron, Ingredients, Supply Agreements
Cowen_FreshRealm-2023-10-30-Executed.pdf	Letter	Freshrealm, Inc., Cowen And Company, LLC Dba Td Cowen, 2023, Finance, Service Agreements, FreshRealm
Crepini Foods LLC Supply Agreement FR 10-30-2025	Sales Agreement	Crepini Foods LLC, FreshRealm, Inc., 2025, Supply Agreements, Ingredients
Cultures Gen V Supply Agreement BA 11-11-2015	Sales Agreement	Supplier, Blue Apron, Inc., 2015, Blue Apron, Ingredients, Supply Agreements
Custom Culinary Supply Agreement BA 06-28-2018	Sales Agreement	Custom Inc., Blue Apron, LLC, 2018, Ingredients, Supply Agreements
D'Arrigo Bros of Cali Supply Agreement BA 4-20-2020	Sales Agreement	D'Arrigo Bros. Co. of California, Blue Apron, LLC, 2020, Blue Apron, Ingredients, Supply Agreements
Daily Crunch, Inc., SA, FR, 030426.pdf	Sales Agreement	2026, FreshRealm, Inc.
Damascus Bakery Supply Agreement BA 8-1-2016	Sales Agreement	Damascus, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Daniele Supply Agreement BA 10-02-2018	Sales Agreement	Daniele, Inc., Blue Apron, LLC, 2018, Blue Apron, Supply Agreements, Ingredients
Deasang America (Chung Jung) Supply Agreement BA 11-22-2021	Sales Agreement	DAESANG AMERICN, INC, Blue Apron, LLC, 2021, Blue Apron, Ingredients, Supply Agreements
DeeBee's Organics USA, Inc., SA, FR, 021926.pdf	Sales Agreement	DeeBee's Organics US Inc, FreshRealm, Inc., 2026
Diestel Turkey Ranch Supply Agreement BA 07-28-2016	Sales Agreement	Diestel Turkey Ranch, Blue Apron, Inc., 2016, Blue Apron, Supply Agreements, Ingredients
Dynasty Farms Supply Agreement BA 12-10-2019	Sales Agreement	Dynesty Farms, Inc., Blue Apron, LLC, 2019, Blue Apron, Ingredients, Supply Agreements
EarthFresh Farms Supply Agreement BA 04-08-2020	Sales Agreement	Supplier, Blue Apron, LLC, Blue Apron, Supply Agreements, Ingredients, 2020
Ellsworth Cooperative Creamery Supply Agreement BA 9-14-2017	Sales Agreement	Ellsworth Cooperative Creamery, Blue Apron, LLC, 2017, Blue Apron, Ingredients, Supply Agreements
Emmi Roth Supply Agreement BA 12-08-2016	Sales Agreement	Emmi Roth USA, Inc., Blue Apron, Inc., 2016, Blue Apron, Supply Agreements, Ingredients
Encore Foods Supply Agreement FR Partially Signed 01-25-2024	Sales Agreement	2024, Encore Specialty Foods, FreshRealm, Inc., Supply Agreements, Ingredients, Fresh Realm, Inc
Epicurean Butter Supply Agreement BA 01-27-2021	Sales Agreement	EPICURELAN PULTER, Blue Apron, LLC, 2021, Blue Apron, Supply Agreements, Ingredients
European Patent Response 2017-11-02.pdf	Reference	Risso I. P. P. C., Non-disclosure Agreements, FreshRealm
F&S Fresh Foods Supply Agreement BA 10-03-2022	Sales Agreement	Blue Apron, LLC, 2022, Blue Apron, Supply Agreements, Ingredients
Farm Direct Supply Supply Agreement BA 3-17-2021	Sales Agreement	Farm Director Supply, LLC, Blue Apron, LLC, 2021, Blue Apron, Ingredients, Supply Agreements
FedEx - FreshRealm Agreement Amendeded base rate 03-07-24[28] (1).pdf	Amendment	Freshrealm, LLC, Federal Express Corporation, Fedex, 2025, Logistics, Supply Agreements
FedEx - FreshRealm Agreement Signed 10.10.23 copy (1).pdf	Service Agreement	Freshrealm, Inc., Fedex, 2023, Logistics, Supply Agreements
FedEx - FreshRealm Transportation Services Agreement 2023-10-10.pdf	Service Agreement	Freshrealm, Inc., Fedex, 2023, Logistics, Supply Agreements, FreshRealm
FedExPricingAgreement FreshRealm 2020-04-20 vJK (A Hess approval).pdf	Reference	Gmail, Logistics, Supply Agreements, FreshRealm
FedExPricingAgreement FreshRealm 2020-04-20 vJK.pdf	Amendment	Freshrealm, Fedex, 2020, Logistics, Supply Agreements, FreshRealm
FisherBrothers - FreshRealm - Freight Contract 2018-09-11 executed.pdf	Service Agreement	Fisher Brothers Trucking Inc., Freshrealm, LLC, 2018, Logistics, Supply Agreements, FreshRealm
Five Crowns Marketing Supply Agreement BA 5-4-2018	Sales Agreement	Five Marketing, Blue Apron, LLC, 2018, Blue Apron, Ingredients, Supply Agreements
Fleishman-Hillard Inc MSA FreshRealm - FINAL w SOW 2024-01-02 executed.pdf	Service Agreement	FH, Freshrealm, Inc., Fleishman Hillard Inc., 2024, Consulting, Service Agreements, FreshRealm
FoodGuys - FreshRealm Redlined Supply Agreement 01-08-2025.pdf	Sales Agreement	Cascade Fruit Marketing, Inc., FreshRealm, Inc.

File Name	Type	Description
Foodmatch Supply Agreement BA 7-29-2015	Sales Agreement	FOODMatch, Inc., Blue Apron, Inc., 2015, Ingredients, Supply Agreements
Foodservice Specialties Supply Agreement FR 05-07-2025	Sales Agreement	Supply Agreements, Ingredients, Food Service Specialties Inc., FreshRealm, Inc.
Foreign Supplier Acknowledgement.pdf	Service Agreement	Ahold Delhaize U. S. A., Inc., The Giant Company (ADUSA - Ahold Delhaize USA, Inc.), Ahold Delhaize USA, Inc. (ADUSA), Brick-and-Mortar, Customer Agreements, FreshRealm
Frank Donio Supply Agreement BA 12-21-2017	Sales Agreement	Frank Donio, Inc, Blue Apron, LLC, 2017, Blue Apron, Ingredients, Supply Agreements
Frank Gargiulo Produce Supply Agreement BA 8-17-2016	Sales Agreement	Gargiulo Produce, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Fresh Plants Supply Agreement FR 11-13-2024	Sales Agreement	Fresh Plants, Inc., FreshRealm, Inc., 2024, Supply Agreements, Ingredients
Fresh Realm - A+Brands+MSA+ScheduleFRsig100918 FINAL MR.pdf	Addendum	Delhaize Usa, Inc., Freshrealm, LLC, Retail Business Services LLC, Hannaford (ADUSA - Ahold Delhaize USA, Inc.), Ahold Delhaize USA, Inc. (ADUSA), Brick-and-Mortar, Customer Agreements, FreshRealm
FreshRealm - FedEx - Updated Terms 020218 FR Executed.pdf	Service Agreement	Freshrealm, Fedex Transportation, 2018, Logistics, Supply Agreements, FreshRealm
FRESHREALM PFG Supplier Agreement - Vistar_encrypted_	Sales Agreement	Performance Food Group, Inc., FRESHREALM, INC., 2025, Vistar
FRESHREALM PFG Supplier Agreement - Vistar_encrypted_ (1)	Sales Agreement	2025, Performance Food Group, Inc., FRESHREALM, INC., Vistar
FRESHREALM PFG Supplier Agreement - Vistar_encrypted_ (2)	Sales Agreement	2025, Performance Food Group, Inc., FRESHREALM, INC., Vistar
FreshRealm Supply Agreement_August_25_2022 (fully executed).pdf	Service Agreement	Freshrealm, Inc., Mmm Consumer Brands Inc., 2022, MMM Consumer Brands - Marley Spoon, Brick-and-Mortar, Customer Agreements, FreshRealm
Front Burner Publish Inc. DBA Dam Good Supply Agreement FR 11-04-2025	Sales Agreement	Supply Agreements, Ingredients, Front Burner Publish Inc. DBA DamigGood English Muffins, FreshRealm, Inc.
Galant Enterprises Inc., SA, FR 021926.pdf	Sales Agreement	2026, Galant Enterprises, FreshRealm, Inc.
Gambino's Supply Agreement FR 04-09-2025	Sales Agreement	Ingredients, Supply Agreements, J&W Gambino's Foods LLC, FreshRealm, Inc.
GCPG_FR_Supplier Redlined SA for Signature 3.11.pdf	Sales Agreement	2026, Global CPG, LLC, FreshRealm, Inc.
Globalmex Inc Supply Agreement BA 6-14-2021	Sales Agreement	GlobalMex International Inc., Blue Apron, LLC, 2021, Blue Apron, Ingredients, Supply Agreements
Gold Coast Packing Supply Agreement BA 6-13-2016	Sales Agreement	Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Goldstein and Burton (Nu Product Seasoning) Supply Agreement BA 4-11-2017	Sales Agreement	NuProlucts SEASONING Co, Blue Apron, Inc., 2017, Blue Apron, Ingredients, Supply Agreements
Gotham Greens Supply Agreement FR 02-21-2024	Sales Agreement	Gotham Greens Farms LLC, FreshRealm, Inc., 2024, Supply Agreements, Ingredients, Fresh Realm, Inc, Marley Spoon
Gourmet Culinary Corp Supply Agreement FR 10-23-2024	Sales Agreement	Gourmet Culinary Corp, FreshRealm, Inc., 2024, Supply Agreements, Ingredients
Great Eastern Sun Supply Agreement BA 9-28-2015	Sales Agreement	Great Eastern Sun, Blue Apron, Inc., 2015, Blue Apron, Ingredients, Supply Agreements
Great West Produce Supply Agreement FR 11-25-2024	Sales Agreement	Great West Produce, FreshRealm, Inc., 2024, Supply Agreements, Ingredients
Greenfield Fresh Supply Agreement BA 9-27-2016	Sales Agreement	GreenFierr Fresh, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Greenhouse master subscription agreement (MSA) _ Greenhouse 2022-08-30.pdf	Master Agreement	Greenhouse Software, Inc, 2018, Human Resources, Service Agreements, FreshRealm
Greenhouse Software Agreement 3 year 2019-09-04.pdf	Order Form	Freshrealm, Greenhouse Software, Inc, 2019, Human Resources, Service Agreements, FreshRealm
Hansen Cold Storage Const Proposal RIV 2019-12-11 (appr 2019-12-26 ML-NK) vJK w-approval (1).pdf	Reference	Freshrealm, Hansen Cold Storage Construction, 2019, San Clemente, Construction, Service Agreements, FreshRealm
Hillside Harvest Supply Agreement FR 06-19-2024	Sales Agreement	Hillside Harvest, LLC, FreshRealm, Inc., 2024, Supply Agreements, Ingredients
Hofseth North America Supply Agreement BA 08-24-2016	Sales Agreement	North America Horseth, Blue Apron, Inc., 2016, Blue Apron, Supply Agreements, Ingredients
IFCO Master Rental Agreement (RPCs) 2017-08-28 vJK.pdf	Master Agreement	Ifco Systems US LLC, Freshrealm, LLC, 2017, Logistics, Supply Agreements, FreshRealm
IFCO Master Rental Agreement (RPCs) 2018-03-14 vJK.pdf	Master Agreement	Ifco Systems US LLC, Freshrealm, LLC, 2018, Logistics, Supply Agreements, FreshRealm
Indian Milk & Honey IMH Supply Agreement Amendment BA 01-04-2019	Sales Agreement	The Indian Milk & Honey Co., Blue Apron, LLC, 2019, Amendment, Blue Apron, Supply Agreements, Ingredients
Jam Stand (The Mighty Picnic) Supply Agreement BA 09-22-2021	Sales Agreement	The Jam Stand LLC, Blue Apron, LLC, 2021, Blue Apron, Ingredients, Supply Agreements
Jamac Frozen Food Supply Agreement BA 11-16-2015	Sales Agreement	JAMAC FROZEN FOOD CORP., Blue Apron, Inc., 2015, Blue Apron, Ingredients, Supply Agreements
JES Foods Supply Agreement FR 10-01-2024	Sales Agreement	JES Foods Celina, Inc, FreshRealm, Inc., 2024, Supply Agreements, Ingredients
Kaolin Farms (South Mill Mushroom) Supply Agreement BA 2-17-2016	Sales Agreement	South Mill Mushroom Sales, Inc, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
KeHE Distributors, LLC Terms and Conditions FR BA 12-19-2025.pdf	Terms and Conditions	FreshRealm, Inc., KeHE Distributors, LLC, 2025, Supply Agreements, Ingredients
KeHE Distributors, LLC Warranty and Indemnity Agreement (Exh A) FR 01-06-2026	Sales Agreement	FreshRealm, Inc., KeHE Distributors, LLC, 2026, Ingredients
Kern Ridge Growers LLC Supply Agreement BA 9-5-2017	Sales Agreement	Kern Ridge Growers LLC, Blue Apron, LLC, 2017, Blue Apron, Ingredients, Supply Agreements
Killer Brownie LTD Supply Agreement FR 09-03-2025	Sales Agreement	Supply Agreements, Ingredients, Killer Brownie LTD., FreshRealm, Inc., 2025
KMT Produce Supply Agreement FR 10-27-2025	Sales Agreement	Ingredients, KMT Produce, Inc, FreshRealm, Inc., 2025, Supply Agreements
KRMA Foods Supply Agreement FR 02-07-2025	Sales Agreement	Ingredients, Supply Agreements, KRMA Foods, LLC, FreshRealm, Inc.
La Fabrique Essentielle, SA, FR, - FR Edits 021126.pdf	Sales Agreement	La Fabrique Essentielle, FreshRealm, Inc., 2026

File Name	Type	Description
La Superior Packaging Addendum FR 11-26-25.pdf	Addendum	Supply Agreements, Ingredients, FreshRealm, Inc., La Superior Foods, Inc., 2025
La Superior Supply Agreement FR 04-29-2025	Sales Agreement	Ingredients, Supply Agreements, La Superior Foods, Inc., FreshRealm, Inc.
La Tourangelle Supply Agreement BA 03-24-2020	Sales Agreement	La Tourangelle, Inc., Blue Apron, LLC, 2020, Blue Apron, Supply Agreements, Ingredients
Land O Lakes Supply Agreement BA 9-14-2015	Sales Agreement	Blue Apron, 2015, Ingredients, Supply Agreements
Landsberg Orora Custom Stocking Agreement All Locations Chick Fil A Meal Kit vJK 2020-04-08 a.pdf	Reference	Freshrealm, AB, 2020, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg Orora Custom Stocking Agreement Greenwise Box 2-Pack 2019-10-09 vJK.pdf	Reference	Freshrealm, LLC, 2019, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg Orora Custom Stocking Agreement Greenwise Pad 2019-10-09 vJK.pdf	Sales Agreement	Freshrealm, LLC, Landsberg, 2019, Packaging, Supply Agreements, FreshRealm
Landsberg Orora Custom Stocking Agreement Jacksonville Chick-Fil-A vJK 2020-04-08 a.pdf	Sales Agreement	Freshrealm, LLC, Landsberg, 2020, Packaging, Supply Agreements, FreshRealm
Landsberg Orora Custom Stocking Agreement NJ Amazon 2-Pack 2019-05-30 vJK.pdf	Service Agreement	Freshrealm, LLC, 2019, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg Orora Custom Stocking Agreement NJ Amazon 2-Pack 2019-05-30.pdf	Sales Agreement	Freshrealm, LLC, Freshrealm, Landsberg Orora, 2019, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg Orora Custom Stocking Agreement NJ Chick-Fil-A vJK 2020-04-08 a.pdf	Sales Agreement	Freshrealm, LLC, Landsberg, 2020, Packaging, Supply Agreements, FreshRealm
Landsberg Orora Custom Stocking Agreement Riverside Chick Fil A vJK 2020-04-08 a.pdf	Financial Agreement	Freshrealm, LLC, 2020, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg Orora Custom Stocking Agreement- Giant Eagle 2020-03-11 vJK.pdf	Reference	Freshrealm Company, Freshrealm, LLC, Landsberg, 2019, Packaging, Supply Agreements, FreshRealm
Landsberg Orora Custom Stocking Agreement--Amazon Mastercase Jax 2019-10-18 vJK.pdf	Sales Agreement	Freshrealm, LLC, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg Orora Packaging Stocking Agreement (Hanaford) 2018-09-24.pdf	Service Agreement	Freshrealm, Freshrealm, LLC, 2018, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg Stocking agreement on Part# 10235 AMZ NPK V-18 18.4375x10.875x7.125 No.8 as of 8-30-2021 vJK.pdf	Financial Agreement	Freshrealm, LLC, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking agreement item#1506819 Freshrealm part#10235 Div #1012 No 11 vJK.pdf	Sales Agreement	Freshrealm, LLC, Freshrealm Ab, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking agreement, item#1519502, CUSTOMER ITEM #10705 - RTH FAMILY MCDiv #1012 No.18 as of 8-30-2021 vJK.pdf	Sales Agreement	Freshrealm, LLC, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking agreement, item#1519502, CUSTOMER ITEM #9408 - RTC_AMZ OR Medium MCDiv #1012 No.19 as of 8-30-2021 vJK.pdf	Reference	Freshrealm, LLC, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement item# 10761 12.75 x 8.31 x 4.19 RTH SS MC DIV 1012 No 15 as of 8-30-2021 vJK.pdf	Sales Agreement	Freshrealm, LLC, Freshrealm Ab, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement item# 10761 12.75 x 8.31 x4.19 RTH SS MC DIV 1015 No 16 as of 8-30-2021 vJK.pdf	Reference	Freshrealm Ab, Freshrealm, LLC, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement item#10597 BA_RTH 8PK 15.75X12.25X4 DIV 1014- No.7 as of 8-30-2021 vJK.pdf	Financial Agreement	Freshrealm, LLC, Freshrealm Ab, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement item#10726 16.3215x9.4375x5.375 Publix Optimized MC DIV 1014 No 4 as of 8-30-2021 vJK.pdf	Financial Agreement	Freshrealm, LLC, Freshrealm Ab, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement item#10761 12.75x8.31x4.19 RTH-SS Montezuma DIV 1080 No.9 as of 8-30-2021 vJK.pdf	Sales Agreement	Freshrealm, LLC, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement item#9408 AMZ OR 4PK TALL-MEDIUM 12.1875X8.125X4 DIV 1012 No 12 as of 8-30-2021 vJK.pdf	Sales Agreement	Freshrealm, LLC, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement item#9408 AMZ OR 4PK TALL-MEDIUM 12.1875X8.125X4 DIV 1014 No 5 as of 8-30-2021 vJK.pdf	Financial Agreement	Freshrealm, LLC, Freshrealm Ab, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement Item#9450 AMZ OR 4PK SHORT SHALLOW 12.1875X8.125X3.125 DIV 1014 No 6 as of 8-30-2021 vJK.pdf	Financial Agreement	Freshrealm, LLC, Freshrealm Ab, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement itemTBD CUSTOMER PART#1076112.75x8.31x4.19 KT-RTH DIV 1014 No.10 as of 8-30-2021 vJK.pdf	Sales Agreement	Freshrealm Ab, Landsberg, 2021, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement Sept 2021 A Hess Approval 2.pdf	Reference	Freshrealm, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement Sept 2021 A Hess Approval.pdf	Reference	Freshrealm, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement, item# 10726 16.3215x9.4375x5.375 Publix Optimized MC , DIV 1015 No 17 as of 8-30-2021 vJK.pdf	Financial Agreement	Freshrealm Ab, Freshrealm, LLC, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement, item# 10726 16.3215x9.4375x5.375 Publix Optimized MC, DIV 1012 No 14 as of 8-30-2021 vJK.pdf	Sales Agreement	Freshrealm, LLC, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement, item# 1470163, 10x10x6 Greenwise MC #2 - as of 8-30-2021 vJK.pdf	Sales Agreement	Freshrealm Ab, Landsberg, 2021, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement, item# 166395, 16x12x8 Publix Aprons MC #1 - as of 8-30-2021 vJK.pdf	Financial Agreement	Freshrealm Ab, Landsberg, 2021, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement, item# TBD 16.3215x9.4375x5.375 Publix Optimized MC #3 - as of 8-30-2021 vJK.pdf	Financial Agreement	Freshrealm, LLC, Landsberg Orora Leg, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement, item#9408, AMZ OR, 4PK TALL-MEDIUM, 12.1875X8.125X4, DIV 1015 No.20 as of 8-30-2021 vJK.pdf	Reference	Freshrealm Ab, Landsberg, 2021, Packaging, Supply Agreements, FreshRealm
Landsberg-Stocking-Agreement, item#9450, AMZ OR, 4PK, SHORT SHALLOW 12.1875X8.125X3.125 DIV 1012 No 13 as of 8-30-2021 vJK.pdf	Sales Agreement	Freshrealm, LLC, Freshrealm Ab, 2021, Landsberg, Packaging, Supply Agreements, FreshRealm
Lasa GP LLC dba American Produce Supply Agreement FR 03-06-2025	Service Agreement	Ingredients, LASA GP LLC dba American Produce and Repack, FreshRealm, Inc., 2025, Supply Agreements
Lasership Inc dba OnTrac - Third Amendment to TSA vGW 2024-02-23 executed.pdf	Amendment	Shipper, Lasership, Inc. Dba Ontrac Final Mile, Freshrealm, Inc., 2024, Logistics, FreshRealm
Leaf Capital - FreshRealm Four CW3 Checkweighters Montezuma GA 2021-05-05 FR executed.pdf	Financial Agreement	Loma, Leaf Capital Funding, LLC, Freshrealm, 2014, Leases, Equipment, FreshRealm
Leaf Capital - FreshRealm Two CW3 Checkweighters Swedesboro NJ 2021-05-06 FR executed.pdf	Financial Agreement	Leaf Capital Funding, LLC, Freshrealm, 2021, Leases, Equipment, FreshRealm
Leaf Capital - FreshRealm Two X5C XRay Swedesboro NJ 2021-04-26 executed.pdf	Financial Agreement	Freshrealm, LLC, Leaf Capital Funding, LLC, 2014, Leases, Equipment, FreshRealm
Lee Kum Kee USA Supply Agreement FR 02-24-2025	Sales Agreement	Ingredients, Supply Agreements, Lee Kum Kee (USA) Inc, FreshRealm, Inc.
Legacy Farms dba Frieda's Supply Agreement BA 02-27-2023	Sales Agreement	Blue Apron, LLC, 2023, Blue Apron, Ingredients, Supply Agreements
Les Viandes Du Breton Supply Agreement BA 05-03-2019	Sales Agreement	Les Viandes Du Breton Inc, Blue Apron, LLC, 2019, Blue Apron, Supply Agreements, Ingredients

File Name	Type	Description
Litehouse CoPacking Agreement BA 06-22-2021	Sales Agreement	Litehouse Inc., Blue Apron, LLC, 2021, Blue Apron, Supply Agreements, Ingredients
Litehouse Supply Agreement BA 6-22-2021	Sales Agreement	Ingredients, Litehouse Inc., Blue Apron, LLC, 2021, Supply Agreements
LOMA EQUIPMENT RENTAL AGREEMENT RIV 2019-12-31 executed.pdf	Property Agreement	Freshrealm, Renter, Loma Systems, 2019, Leases, Equipment, FreshRealm
LOMA EQUIPMENT RENTAL AGREEMENT RIV XRay 2019-12-31 executed.pdf	Property Agreement	Freshrealm, Renter, Loma Systems, 2019, Leases, Equipment, FreshRealm
Loma Lock Rental Agreement Metal Detector Indy 2018-03-07 vJK.pdf	Reference	2018, Loma Systems, Leases, Equipment, FreshRealm
LS DE LLC (LSQ) Accounts Receivable Invoice Transfer Agreement 2021-11-05 executed.pdf	Financial Agreement	Freshrealm, LLC, Ls De LLC, 2021, Finance, Service Agreements, FreshRealm
LS DE LLC (LSQ) Accounts Receivable Invoice Transfer Agreement 2021-11-05 First Amendment 2022-12-13 DRAFT.pdf	Amendment	Freshrealm, LLC, Lsq Funding Group, L. C., 2022, Finance, Service Agreements, FreshRealm
Lumen 3 Yr Internet Access Contract - Plants 2024-01-25.pdf	Addendum	Freshrealm, Inc., Lumen, 2024, Information Technology, Service Agreements, FreshRealm
MamaMia Produce Supply Agreement BA 1-13-2016	Sales Agreement	MAMAMiA PRODUCE LLC, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Manzo Food Sales Floor Stock Agreement FR 06-26-2025	Sales Agreement	Manufacturing Agreements, FreshRealm, Inc, Manzo Food Sales, Inc., 2025, Supply Agreements, Ingredients
Manzo Food Sales Supply Agreement FR 06-26-2025	Sales Agreement	Manzo Food Sales, Inc., FreshRealm, Inc., 2025, Supply Agreements, Ingredients
Maple Leaf Farms Supply Agreement BA 11-30-2020	Sales Agreement	Maple Leaf Farms, Inc., Blue Apron, LLC, 2020, Blue Apron, Ingredients, Supply Agreements
Mastersons Supply Agreement FR 03-13-2025	Sales Agreement	Masterson's Food & Drink, FreshRealm, Inc., Ingredients, Supply Agreements, FreshRealm, 2025
Mastronardi Supply Agreement BA 10-16-2019	Sales Agreement	Mastronardi Produce Limited, Blue Apron, LLC, 2019, Blue Apron, Supply Agreements, Ingredients
Maurice A. Auerbach Supply Agreement BA 09-28-2016	Sales Agreement	Maurice A. Auerbach, Inc., Blue Apron, Inc., 2016, Blue Apron, Supply Agreements, Ingredients
McKaskle Family Farm Supply Agreement BA 9-10-2015	Sales Agreement	Mylaskle Family Farm LLC, Blue Apron, Inc., 2015, Blue Apron, Ingredients, Supply Agreements
Meridian Equipment - FreshRealm Four CW3 Checkweighters Indianapolis 2021-05-03 FR executed.pdf	Financial Agreement	Freshrealm, LLC, Meridian Equipment Finance LLC, 2021, Leases, Equipment, FreshRealm
Meridian Food Services Supply Agreement BA 2-2-2016	Sales Agreement	Meridian Food Services, INC., Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Minkus Family Farms Supply Agreement BA 5-4-2017	Sales Agreement	Minkus Family Farms, Inc., Blue Apron, Inc., 2017, Blue Apron, Ingredients, Supply Agreements
Misionero (Harbinger Group, LLC) Supply Agreement BA 04-11-2018	Sales Agreement	Supplier, Blue Apron, LLC, 2018, Blue Apron, Ingredients, Supply Agreements
Mission Driven Meat & Seafood Poultry Program FR 12-19-2025	Service Agreement	Manufacturing Agreements, Supply Agreements, Ingredients, FreshRealm, Inc., Mission Driven Meat and Seafood, LLC, 2025
Mission Driven_MS Steak Tip Floor Stock_ 4.7.26	Service Agreement	FreshRealm, Inc., Mission Driven Meat and Seafood LLC, 2026, Freshrealm, Ingredients, Supply Agreements, Mission Driven Meat and Seafood, LLC
Monterey Mushrooms Supply Agreement BA 10-11-2017	Sales Agreement	Monterey Mushrooms Inc., Blue Apron, Inc., 2017, Blue Apron, Ingredients, Supply Agreements
More Than Gourmet Inc Supply Agreement BA 9-29-2017	Sales Agreement	More Than Gourmet, Inc., Blue Apron, LLC, 2017, Blue Apron, Ingredients, Supply Agreements
Nash Produce Supply Agreement BA 5-16-2016	Sales Agreement	Nash Produce, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Nates Fine Foods Supply Agreement FR 03-18-2024	Sales Agreement	Freshrealm, Inc., 2024, Ingredients, Supply Agreements, FreshRealm
Nature Fresh Farms Supply Agreement BA 6-25-2021	Sales Agreement	Nature Fresh Farms, Blue Apron, LLC, 2021, Blue Apron, Ingredients, Supply Agreements
Naturipe Avocado Farms Supply Agreement BA 7-13-2017	Sales Agreement	NATURIBE AUCCANOS, Blue Apron, LLC, 2017, Blue Apron, Ingredients, Supply Agreements
Nestle USA, Inc. Product Guaranty Fresh Realm 03-14-2025	Sales Agreement	FreshRealm, Inc., Nestlé USA, Inc., 2025, Freshrealm, Ingredients, Blue Apron, FreshRealm, Supply Agreements
New York Ravioli Supply Agreement BA 9-20-2016	Sales Agreement	New York Ravioli & Pasta Co., Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Newport Ingredients Supply Agreement Terms Amendment BA 03-20-2023	Sales Agreement	Newport Ingredients, 2017, Blue Apron, LLC, Blue Apron, Supply Agreements, Ingredients, 2023
Noordzee Supply Agreement EXECUTED 217 (1).pdf	Sales Agreement	Bm Nou Dree International USA, Blue Apron, LLC, 2021, Ingredients, Supply Agreements
Nordic Waffles, Inc. Supply Agreement FR 10-08-2025	Sales Agreement	Ingredients, Supply Agreements, Nordic Waffles, Inc., FreshRealm, Inc., 2025
Ocean Mist Farms Supply Agreement BA 2-23-2016	Sales Agreement	Ocean Mist Farms, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Ocean Ventures (Sprint/Ocean Enterprises) Supply Agreement BA 5-9-2024	Sales Agreement	Ocean World Ventures, LLC, FreshRealm, Inc., 2024, Supply Agreements, Ingredients
Old Inventory Sale Release 2020-03-26.docx	Requisition Document	Freshrealm, LLC, Market Value Products, 2020, Non-disclosure Agreements, FreshRealm
Old World Spices OWS Supply Agreement FR 12-17-2025	Sales Agreement	Supply Agreements, Ingredients, Old World Spices & Seasonings, LLC, FreshRealm, Inc., 2025
Ontario Inc. dba Westmoreland Sales Supply Agreement FR 11-09-2023	Sales Agreement	1329729 ONTARIO INC, dba MORELAND, FreshRealm, Inc., 2023, Supply Agreements, Ingredients
Orora Landsberg Custom Stocking Agreement NJ Amazon Mastercase 2019-02-23 vJK.pdf	Sales Agreement	Freshrealm, LLC, Freshrealm, Landsberg Orora Lef, 2019, Landsberg, Packaging, Supply Agreements, FreshRealm
Otafuku Foods Supply Agreement BA 7-19-2016	Sales Agreement	Otafuku Foods Inc., Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Overseas Food Trading Supply Agreement FR 07-18-2025	Sales Agreement	Ingredients, Supply Agreements, Overseas Trading, FreshRealm, Inc.
Pacific Seafood Supply Agreement BA 06-29-2020	Sales Agreement	Pacific Seafood Group, Blue Apron, LLC, 2020, Blue Apron, Supply Agreements, Ingredients
Pacific Tomato Growers, Sunripe Supply Agreement BA 05-24-2023	Sales Agreement	Sugripe Certified LLC, Blue Apron, LLC, 2023, Blue Apron, Supply Agreements, Ingredients
Pack'n Fresh, LLC, SA,FR, FR Final for DocuSign 3.9.26.pdf	Sales Agreement	Pack'n Fresh, LLC, FreshRealm, Inc., 2026

File Name	Type	Description
Paradise Produce Supply Agreement FR 08-21-2024	Sales Agreement	Supplier, FreshRealm, Inc., 2024, Supply Agreements, Ingredients
Partner Coffee NYC Inc Supply Agreement FR 08-27-2025	Sales Agreement	Supply Agreements, 2025, Ingredients, Partners Coffee NYC Inc, FreshRealm, Inc.
Pasta Piccinini Supply Agreement FR 11-05-2025	Sales Agreement	Ingredients, Supply Agreements, Pasta Piccinini Inc, FreshRealm, Inc.
Pat Lafrieda Supply Agreement Amendment FR 10-06-2025	Sales Agreement	2025, FreshRealm, Inc., Pat La Frieda Meat Purveyors, Supply Agreements, Ingredients
Pat Lafrieda Supply Agreement FR 02-14-25	Sales Agreement	Ingredients, Supply Agreements, Pat La Frieda Meat Purveyors, FreshRealm, Inc.
Patriot Pickle Supply Agreement BA 12-30-2020	Sales Agreement	patriot Rickle Inc., Blue Apron, LLC, 2020, Blue Apron, Ingredients, Supply Agreements
Pennrose Farms Supply Agreement BA 8-11-2022	Sales Agreement	Pennrose Farms LLC, Blue Apron, LLC, 2022, Blue Apron, Ingredients, Supply Agreements
Penske Truck Rental DAL 2019-04-24.pdf	Property Agreement	Freshrealm, LLC, PENSKE, Logistics, Supply Agreements, FreshRealm
Performance Foodservice Supply Agreement BA 2-2-2017	Sales Agreement	Performance Foods, Blue Apron, Inc., 2017, Blue Apron, Ingredients, Supply Agreements
Peri & Sons Supply Agreement BA 1-20-2016	Sales Agreement	Perix Sons Farms, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Philips Mushroom Farms Supply Agreement BA 4-25-2017	Sales Agreement	Phillips Mushroom Farms, Blue Apron, LLC, 2017, Blue Apron, Ingredients, Supply Agreements
Poshi Supply Agreement BA 6-8-2022	Sales Agreement	POSHI, LLC, Blue Apron, LLC, 2022, Blue Apron, Ingredients, Supply Agreements
Premier Produce Supply Agreement FR 02-14-2025	Service Agreement	Ingredients, Premier Produce Services LLC, FreshRealm, Inc., 2025, Supply Agreements
Pressed Juicery, Inc. Supply Agreement FR 12-17-2025	Sales Agreement	Supply Agreements, Ingredients, Pressed Juicery, Inc., FreshRealm, Inc., 2025
Primo Number One in Produce Supply Agreement BA 5-13-2016	Sales Agreement	Primo Produce, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Produce Exchange (Lipman Produce) Supply Agreement BA 4-05-2016	Sales Agreement	Lipman Produce, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Proseal GTR Sealing Machine Agreement 2019-12-03 vJK.pdf	Requisition Document	Freshrealm, LLC, Proseal America, Inc., 2019, Leases, Equipment, FreshRealm
Proseal Rental_Agreement Sealer RIV 2020-01-22 (vJK 2019-12-26).pdf	Sales Agreement	Freshrealm, LLC, Proseal America, Inc., 2019, Leases, Equipment, FreshRealm
Proseal Rental_Agreement Sealer RIV 2020-01-22.pdf	Sales Agreement	Tray Sealing Solutions, Proseal America, Inc., Leases, Equipment, FreshRealm
Pure Hothouse Foods Supply Agreement BA 3-14-2017	Sales Agreement	Pure Hothouse Foods Inc., Blue Apron, Inc., 2017, Blue Apron, Ingredients, Supply Agreements
Q&B Foods Kewpie Supply Agreement BA 04-12-2023	Sales Agreement	Q&B Foods Inc., Blue Apron, LLC, 2023, Blue Apron, Ingredients, Supply Agreements
QCD - FRESHREALM Vendor Survey 2020-05-12 vJK.doc	Reference	Freshrealm, LLC, Chick-Fil-A, Brick-and-Mortar, Customer Agreements, FreshRealm
R R Donnelley-FreshRealm - Master Purchase Agreement - FINAL vJK.pdf	Master Agreement	RRD, Freshrealm, LLC, R. R. Donnelley & Sons Company, 2019, RR Donnelley, Packaging, Supply Agreements, FreshRealm
R R Donnelley-FreshRealm - PSA - Forms, Labels, Com Prt FR 10 28 19 - FINAL vJK 2019-11-26.pdf	Addendum	RRD, Freshrealm, LLC, R. R. Donnelley & Sons Company, 2019, RR Donnelley, Packaging, FreshRealm
R.S. Hanline Produce Supply Agreement FR 08-29-2025	Sales Agreement	Ingredients, R.S. Hanline & Company, Inc., FreshRealm, Inc., 2025, Supply Agreements
Raaka Chocolate Inc. Supply Agreement FR 08-29-2025	Sales Agreement	Supply Agreements, Ingredients, Raaka Chocolate Inc., FreshRealm, Inc.
Ralston Family Farms Supply Agreement BA 1-10-2018	Sales Agreement	Rolston Family Farms, LLC, Blue Apron, LLC, 2018, Blue Apron, Ingredients, Supply Agreements
Rastelli Brothers Supply Agreement BA 01-10-2022	Sales Agreement	RASTELLI BROTHERS, INC., Blue Apron, LLC, 2022, Rastelli Brothers, Inc. D B A Rastelli Foods Group, Supply Agreements, Ingredients, Blue Apron
Rastelli Brothers, Inc. Chicken Volume Commitment FR BA 01-17-2026	Service Agreement	Manufacturing Agreements, Supply Agreements, Ingredients, 2026, Fresh Realm (on behalf of Blue Apron), Rastelli Brothers, Inc.
Rastelli Brothers, Inc. Flank Steak Volume Commitment FR BA 08-16-2025	Sales Agreement	Manufacturing Agreements, 2025, Fresh Realm, Rastelli Brothers, Inc., Supply Agreements, Ingredients, Blue Apron, LLC
Rastelli Brothers, Inc. Ground Beef Volume Commitment FR BA 08-01-2025	Sales Agreement	Manufacturing Agreements, Blue Apron, LLC, Fresh Realm, Rastelli Brothers, Inc., 2025, Ingredients, Supply Agreements, Blue Apron, Fresh Realm, Inc
Red Velvet NYC Supply Agreement FR 04-24-25	Sales Agreement	Ingredients, Supply Agreements, RED VELVET XO LLC, dba RED VELVET NYC, FreshRealm, Inc.
RF Binder (PR) Master Services Agreement 2021-05-17.pdf	Master Agreement	Freshrealm, LLC, Rf Binder Partners Inc., 2021, Consulting, Service Agreements, FreshRealm
Rhee Bros Supply Agreement BA 1-18-2016	Sales Agreement	Rhee Bros., Inc., Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Rich Products Supply Agreement BA 3-28-2016	Sales Agreement	Supply Agreements, Ingredients, SPEZIA, By: CollettoMe LLC, Blue Apron, Inc., 2016
Rouge River Farms Supply Agreement BA 8-19-2019	Sales Agreement	Rouge River Farms, Blue Apron, LLC, 2019, Blue Apron, Ingredients, Supply Agreements
RPE LLC Supply Agreement FR 08-29-2023	Sales Agreement	RPE, LLC, FreshRealm, Inc., 2023, Supply Agreements, Ingredients
S. Katzman Produce Supply Agreement BA 8-2-2019	Sales Agreement	S.hatzman Produce, Blue Apron, LLC, 2019, Blue Apron, Ingredients, Supply Agreements
Sabatino North America (Cacade Fruit Mktg DBA Foodguys) Supply Agreement BA 9-21-2020	Sales Agreement	Cascade Fruit Marketing Inc, dba foodguys, Blue Apron, LLC, 2020, Blue Apron, Ingredients, Supply Agreements
SealedAir floor stocking 100324 (1).pdf	Letter	Freshrealm, Sealed Air, 2024, Packaging, Supply Agreements
Seraph Associates DBA Salt of the Earth Supply Agreement FR 10-29-2025	Sales Agreement	Supply Agreements, Ingredients, Seraph Associates, LP, FreshRealm, Inc.
Severino Pasta Supply Agreement BA 12-1-2015	Sales Agreement	Louis Severino, Blue Apron, Inc., 2015, Blue Apron, Ingredients, Supply Agreements
Smith Packing Supply Agreement BA 3-24-2016	Sales Agreement	Smith Packinginc., Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Softserve - FreshRealm MSA Tech Services 2024-05-10.pdf	Master Agreement	Softs Erve, Softserve, Inc., Freshrealm, Inc., 2024, Information Technology, Service Agreements, FreshRealm

File Name	Type	Description
Soom Foods Supply Agreement BA 1-31-2022	Sales Agreement	Soom Foods, Blue Apron, LLC, 2022, Blue Apron, Ingredients, Supply Agreements
Southern Champion Tray - FreshRealm Floor Stock Agreement -1.15.2019.docx	Financial Agreement	Freshrealm, LLC, Southern Champion Tray, 2019, Southern Tray, Packaging, Supply Agreements, FreshRealm
Southern Tray Floor Stock Agreement Sch A amended 2019-12-18 vJK.pdf	Addendum	Freshrealm, LLC, Southern Champion Tray, 2020, Southern Tray, Packaging, Supply Agreements, FreshRealm
Southern Tray Floor Stock Agreement Sch A amended 2021-05-01 vJK.pdf	Addendum	Freshrealm, LLC, 2021, Southern Tray, Packaging, Supply Agreements, FreshRealm
Southern Tray Floor Stock Agreement Sch A amended 2021-07-14 vJK.pdf	Addendum	Freshrealm, LLC, Southern Champion Tray, 2021, Southern Tray, Packaging, Supply Agreements, FreshRealm
Southern Tray Floor Stock Agreement Sch A amended 2021-11-01.pdf	Addendum	Freshrealm, LLC, Southern Champion Tray, 2021, Southern Tray, Packaging, Supply Agreements, FreshRealm
Southern Tray Floor Stock Agreement Sch A amended 2022-05-01.pdf	Addendum	Freshrealm, LLC, 2022, Southern Tray, Packaging, Supply Agreements, FreshRealm
Southern Valley Fruit & Vegetable Supply Agreement BA 10-20-2016	Sales Agreement	Southern Valley Fruit & Vegetable, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Spiceology Inc Supply Agreement BA 6-16-2022	Sales Agreement	Spiceology, Inc, Blue Apron, LLC, 2022, Blue Apron, Ingredients, Supply Agreements
Splendid Spoon Supply Agreement BA 12-10-2024	Sales Agreement	Splendid Spoon Inc, FreshRealm, Inc., 2024, Blue Apron, Ingredients, Supply Agreements
SPS Commerce Partnership _ FreshRealm Inc. EDI Services Contract 2023-12-14.pdf	Sales Agreement	Freshrealm, Inc., Fresh, 2023, Information Technology, Service Agreements, FreshRealm
Stampede Change of Control (SK Foods) FR 1-7-2026	Amendment	Stampede Intermediate Holdings, Inc., Premium Brands Holdings Corporation, SK Food Group Inc., FreshRealm, Inc., Stampede Culinary Partners, Inc., 2025, 2026, Ingredients
Stampede Culinary Partners, Inc. Supply Agreement FR 10-21-2024	Sales Agreement	Stampede Culinary Partners, Inc., FreshRealm, Inc., 2025, Supply Agreements, Ingredients, 2024
Standard Meat Supply Agreement - 5-6-16 - EXECUTED 1 (1) (1).pdf	Sales Agreement	May Meat Company, L. P. Blue, Blue Apron, Inc., 2016, Ingredients, Supply Agreements
Sun Noodle New Jersey Supply Agreement BA 9-28-2015	Sales Agreement	Sun Noodle New Jersey, Blue Apron, Inc., 2015, Blue Apron, Ingredients, Supply Agreements
SUPERVALU Vendor Application 2016_FreshRealmApril2020 vJK.pdf	Reference	Freshrealm, LLC, SUPERVALU, 2020, Supervalu, Brick-and-Mortar, Customer Agreements, FreshRealm
Supplier Agreement - Fork in the Road Foods DBA True Story Foods - Signature 3.3.26.pdf	Sales Agreement	Fork in the Road Foods, LLC dba True Story Foods, FreshRealm, Inc., 2026
Supplier Liability Insurance (SLI) Matrix.pdf	Reference	Walmart Inc., Walmart, Brick-and-Mortar, Customer Agreements, FreshRealm
Sweet Nothings LLC Supply Agreement FR 08-08-25	Sales Agreement	Supply Agreements, Ingredients, Sweet Nothings, FreshRealm, Inc., 2025
Takaokaya USA, Inc Supply Agreement FR 03-05-2025	Sales Agreement	Ingredients, Supply Agreements, Takaokaya USA, Inc., FreshRealm, Inc.
The Garlic Company PACA Extended Terms Agreement FR 11-26-2025	Reference	Ingredients, 2025, FreshRealm, Inc., The Garlic Company
The Garlic Company Supply Agreement BA 5-13-2020	Sales Agreement	The Carlic Company, Blue Apron, LLC, 2020, Blue Apron, Ingredients, Supply Agreements
Tosca FreshRealm RPC Use Agreement 02.01.2022 Blue Apron executed.pdf	Terms and Conditions	Freshrealm, LLC, Tosca Services, Llc., 2022, Tosca, Packaging, Supply Agreements, FreshRealm
Tosca FreshRealm RPC Use Agreement 02.07.2022 Kroger executed.pdf	Terms and Conditions	Freshrealm, LLC, Fresh Kitchen, Tosca Services, Llc., 2022, Tosca, Packaging, Supply Agreements, FreshRealm
Tosca RPC Agreement (Holiday Sides) 2018-10-26 vJK (updated 10-29).pdf	Terms and Conditions	Freshrealm, LLC, Tosca Services, Llc., 2018, Tosca, Packaging, Supply Agreements, FreshRealm
Tosca RPC Use Agreement 2022.02.01 vJK.pdf	Terms and Conditions	Freshrealm, LLC, Tosca Services, Llc., 2022, Tosca, Packaging, Supply Agreements, FreshRealm
Treehouse California Almonds Supply Agreement BA 6-10-2020	Sales Agreement	Trechouse California Almonds, LLC., Blue Apron, Inc., 2015, Blue Apron, 2020, Ingredients, Supply Agreements
True North Seafood Supply Agreement BA 10-5-2017	Sales Agreement	True North Seafood, Inc., Blue Apron, LLC, 2017, Blue Apron, Ingredients, Supply Agreements
True Story Terms & Conditions 2026 - Fresh Realm[24]	Reference	Fork in the Road Foods, LLC
Trustwell Genesis Food Platform 5 Year Agreement 2023-11-15 executed.pdf	Order Form	Genesis Foods, Freshrealm, Esha Research, Llc, Dba Trustwell, 2023, Food Safety-Quality Assurance, Service Agreements, FreshRealm
Tyson-Foods,-Inc.,-_FreshRealm-LLC_18-GL,-Auto,-Um_7-17-2018_1296864167.pdf	Certificate of Insurance	ACORD, 2018, Tyson, Insurance, Corporate Agreements, FreshRealm
U.S. Trading Company Supply Agreement BA 9-17-2015	Sales Agreement	U.S. TRADING Company, Blue Apron, Inc., 2015, Blue Apron, Ingredients, Supply Agreements
Unilever (Kensington Sons) Supply Agreement BA 1-03-2017	Sales Agreement	Kensington & Sons, LLC, Blue Apron, Inc., 2017, Blue Apron, Ingredients, Supply Agreements
Upper Crust Enterprises Supply Agreement 1-29-2017	Sales Agreement	Upper Crust Enterprises, Blue Apron, Inc., 2017, Blue Apron, Ingredients, Supply Agreements
Urner Barry Service Agreement FreshRealm 04-24-2025	Service Agreement	FreshRealm, Inc, Urner Barry Publications Inc., 2025, Ingredients, Service Agreements, FreshRealm
US Foods LETTER OF RESPONSIBILITY FreshRealm 2017-07-28 vJK.pdf	Letter	Us. Foods, Freshrealm, LLC, 2017, Ingredients, Supply Agreements, FreshRealm
US046057 - Proseal Lease Purchase Agreement San Clemente 2021-09-30.pdf	Property Agreement	Tray Sealing Solutions, Proseal America, Inc., 2021, Lessee, Leases, Equipment, FreshRealm
US046083 - Proseal Lease Purchase Agreement Swedesboro 2021-09-30.pdf	Property Agreement	Tray Sealing Solutions, Proseal America, Inc., Lessee, 2021, Leases, Equipment, FreshRealm
US046107 - Proseal Lease Purchase Agreement Montezuma 2021-09-29.pdf	Property Agreement	Tray Sealing Solutions, Proseal America, Inc., Lessee, 2021, Leases, Equipment, FreshRealm
US046132 - Proseal Lease Purchase Agreement Indy 2021-09-29.pdf	Property Agreement	Tray Sealing Solutions, Proseal America, Inc., Lessee, 2021, Leases, Equipment, FreshRealm
V33 SOW Clear transactions 2020-10-30 fully executed.pdf	Statement of Work	Freshrealm, Inc., Vision33, Inc., 2020, Information Technology, Service Agreements, FreshRealm
V33 SOW Clear transactions 2020-10-30.pdf	Statement of Work	Freshrealm, Inc., Vision33, Inc., 2020, Information Technology, Service Agreements, FreshRealm
V33-FreshRealm SOW Financial Blueprint Solutions Design V1.2 vJK.pdf	Statement of Work	Vision33, Inc., 2019, Freshrealm, Information Technology, Service Agreements, FreshRealm
Vena DOS-FreshRealm Modeling Software 2021-06-09 executed.pdf	Statement of Work	Vena Solutions USA Inc., Freshrealm, 2021, Information Technology, Service Agreements, FreshRealm
Vena MSA-Fresh Realm Support & Maintenance -18 June 2021 (final) executed.pdf	Order Form	Freshrealm, LLC, Vena, 2021, Information Technology, Service Agreements, FreshRealm

File Name	Type	Description
Vena Term Extension-FreshRealm-6 October 2022.pdf	Reference	Freshrealm, LLC, Vena Solutions USA Inc., 2022, Information Technology, Service Agreements, FreshRealm
Vertullo Imports Supply Agreement BA 4-11-2018	Sales Agreement	Vertullo Imports LLC, Blue Apron, LLC, 2018, Ingredients, Supply Agreements
Vigo Importing Co. Inc Supply Agreement FR 10-02-2025	Sales Agreement	Ingredients, Supply Agreements, Vigo Importing Co., Inc, FreshRealm, Inc., 2025
Village Gourmet (FINAL)	Sales Agreement	Village Gourmet, FreshRealm, Inc., 2025
Vision 33 Master Service Agreement 2017-08-31.pdf	Master Agreement	Vision33, Inc., Vision33, Freshrealm, LLC, 2017, Information Technology, Service Agreements, FreshRealm
Vision33 - Freshrealm SOW SAP Tech Support 2021-09-20.pdf	Statement of Work	Vision33, Inc., Freshrealm, 2021, Information Technology, Service Agreements, FreshRealm
Vision33_-_Employee Portal Monthly Agreement vJK 2021-02-08.pdf	Order Form	Freshrealm, LLC, Vision33, 2021, Information Technology, Service Agreements, FreshRealm
Vision33_-_Saltbox_Agreements_-_FreshRealm_L vJK 2021-04-14.pdf	Service Agreement	Freshrealm, LLC, Vision33, Inc., SALTBOX, 2021, Information Technology, Service Agreements, FreshRealm
VistaVu B1 Solutions Inc (Achieve IT) SOW Kroger Additional 2022-01-18 vCH executed.pdf	Statement of Work	Freshrealm, 2022, Information Technology, Service Agreements, FreshRealm
VistaVu B1 Solutions Inc (Achieve IT) SOW Kroger Piece Pick Pack 2021-11-11 vKW executed.pdf	Statement of Work	Freshrealm, LLC, Vistavu Solutions Inc., 2021, Information Technology, Service Agreements, FreshRealm
VistaVu SOW - FreshRealm Additions to Route Sequencing 2024-01-12.pdf	Statement of Work	Freshrealm, Vistavu Solutions Inc., 2024, Information Technology, Service Agreements, FreshRealm
VistaVu SOW - FreshRealm AR Reconciliation 04-18-2022 executed.pdf	Statement of Work	Freshrealm, Vistavu Solutions Inc., 2022, Information Technology, Service Agreements, FreshRealm
VistaVu SOW - FreshRealm LSQ AR Factor 03-08-2022 executed.pdf	Statement of Work	Freshrealm, LLC, Vistavu Solutions Inc., 2022, Information Technology, Service Agreements, FreshRealm
Vital Farms Supply Agreement BA 4-12-2018	Sales Agreement	2018, Supply Agreements, Ingredients
Wada Farms Marketing Supply Agreement BA 4-5-2016	Sales Agreement	Wada Farms Markeding, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Whisked, Inc., SA, FR, Signature Copy.pdf	Sales Agreement	Whisked, FreshRealm, Inc., 2026
White Toque Supply Agreement BA 1-12-2016	Sales Agreement	White Toque Inc, Blue Apron, Inc., 2016, Blue Apron, Ingredients, Supply Agreements
Wiers Farm Supply Agreement BA 3-20-2017	Sales Agreement	WiersFarm, Inc., Blue Apron, Inc., 2017, Ingredients, Supply Agreements
Wonton Foods Supply Agreement BA 5-18-2022	Sales Agreement	Wonton Food, Inc., Blue Apron, LLC, 2022, Ingredients, Supply Agreements
Woodland Foods Supply Agreement BA 4-25-2017	Sales Agreement	Woodland Foods, Ltd., Blue Apron, LLC, 2017, Blue Apron, Ingredients, Supply Agreements
Zaro Bake Shop Inc. Supply Agreement FR 09-04-2025	Sales Agreement	Supply Agreements, Ingredients, Zaro Bake Shop, Inc., FreshRealm, Inc., 2025
ZestyZ_FreshRealm_Supply Agreement - Final for signature 3.3.26.pdf	Sales Agreement	DeliciouSnacks dba Zesty, FreshRealm, Inc., 2026

EXHIBIT E

Frizzley Declaration

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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

DECLARATION OF JILL FRIZZLEY IN SUPPORT OF DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE SETTLEMENT BETWEEN THE DEBTORS AND BLUE APRON PURSUANT TO BANKRUPTCY RULE 9019, (II) APPROVING THE SALE OF ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, RIGHTS, INTERESTS AND ENCUMBRANCES, (III) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER AN ASSET PURCHASE AGREEMENT, (IV) AUTHORIZING THE DEBTORS TO ENTER INTO A TRANSITION SERVICES AGREEMENT, (V) APPROVING THE PROCEDURES AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (VI) AUTHORIZING THE DEBTORS TO REJECT CERTAIN AGREEMENTS, AND (VII) GRANTING RELATED RELIEF

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.

I, Jill Frizzley, declare as follows under penalty of perjury:

1. I am a member of the Board of Directors (the "Board") of FreshRealm Holdings, Inc. ("Holdings," and together with the affiliated debtors in the above-captioned chapter 11 cases, the "Debtors"). I joined the Board on October 16, 2025 and was previously unaffiliated with the Debtors and their key stakeholders.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Motion for Entry of an Order (I) Approving The Settlement Between the Debtors and Blue Apron Pursuant to Bankruptcy Rule 9019, (II) Approving the Sale of Assets Free and Clear of All Claims, Liens, Rights, Interests and Encumbrances, (III) Authorizing the Debtors to Enter Into and Perform Their Obligations Under an Asset Purchase Agreement, (IV) Authorizing the Debtors to Enter Into a Transition Services Agreement with Blue Apron, (V) Authorizing the Debtors to Reject Certain Agreements, and (VI) Granting Related Relief* (the "Motion").[2]

3. Except as otherwise indicated herein, all of the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, information provided to me by the professionals involved in advising the Debtors in these chapter 11 cases, or information provided to me by the Debtors or their other advisors. I am authorized to submit this Declaration on behalf of the Debtors, and if called upon to testify, I would testify competently and truthfully to the facts set forth herein.

I. PROFESSIONAL BACKGROUND

4. I am President of Wildrose Partners, LLC ("Wildrose Partners"), where I have worked since 2019. I offer independent director, fiduciary, governance, restructuring, and other bespoke corporate consulting services. I provide specialized counsel to executives and boards of

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

directors on fiduciary duties, corporate and board governance, and turnaround management planning.

5. I have over two decades of expertise focusing on corporate governance, corporate restructurings, bankruptcies, mergers and acquisitions, and bank finance. From 2016 to 2019, I was counsel in Weil, Gotshal & Manages LLP's Business Finance and Restructuring group. During that time, I advised both creditors and debtors regarding restructuring transactions, Chapter 11 contingency planning, and corporate governance. I led multi-functional business and legal teams in synthesizing complex governance and restructuring strategies from preliminary advice through mediation, settlement, bankruptcy, and litigation. I began my legal career at Shearman & Sterling LLP's Bankruptcy and Business Finance group in 2000, where, until 2016, I represented companies across various industries; lenders; investors; and strategic buyers in and out of court on restructuring matters. I gained relevant experience negotiating among directors, debtors, investors, and acquirers of assets of M&A deals; financings; Chapter 11 and Chapter 15 cases; and liability management actions.

6. I have served as an independent director on boards of more than 75 companies in various industries from cryptocurrency to aerospace, fintech, and fitness. I have previously served on independent and special committees related to sale and recapitalization processes, bankruptcy and restructuring investigations, chapter 11 filings, and other corporate transformations. As part of my experience in conducting investigations in the restructuring context, I have been involved with and/or conducted approximately 15 investigations in connection with Chapter 11 or potential Chapter 11 bankruptcy cases. As a result of my professional background both prior to and after forming Wildrose Partners, I have substantial experience in assessing the merits of claims, causes

of action and defenses, and evaluating whether settlements are fair, reasonable, and in the best interests of the Debtors' estates and creditors.

II. DISPUTE BETWEEN FRESHREALM AND BLUE APRON

7. In connection with the Blue Apron Transaction, FreshRealm, Inc. ("FreshRealm") and Blue Apron entered into (i) the PFA, under which FreshRealm is the exclusive fulfillment provider of Blue Apron's meal kits, a transition services agreement (the "Blue Apron TSA"), a technology license agreement (the "TLA"), a Sublease Agreement and Assignment and Assumption Agreement for the Blue Apron Facilities (collectively, the "Subleases"), and a "Blue Apron" brand retail license agreement (the "License Agreement" and together with the PFA, Blue Apron TSA, TLA, and Subleases, the "Blue Apron Agreements").

8. I understand that the Debtors began experiencing market-driven liquidity issues in mid-2024 while seeking to complete a capital raise. I further understand that in early 2025, the Debtors' liquidity constraints were exacerbated by receipt of contaminated material from suppliers that led to several recalls and regulatory and operational challenges. I further understand that despite the Debtors' best efforts to appropriately address the food quality and safety issues arising from such recalls, the lost margin and related impacts from multiple product incidents, customer-related impacts (including lost business from key legacy customers and a significant prospective customer lost opportunity), and the hard costs incurred in connection with response and remediation efforts, quickly depleted the cash infusions from capital raises. This eliminated all of the benefits the Debtors were experiencing from their transformation plan that included SG&A organizational changes, facilities consolidation and plant closures, and material optimization strategies related to procurement, distribution, and logistics.

9. On April 9, 2025, Blue Apron provided notice to and asserted that FreshRealm breached certain obligations set forth in the Blue Apron Agreements based on, among other things, food quality and safety failures associated with the recalls. By letter dated December 18, 2025 (the "Termination Notice"), Blue Apron issued a notice of termination of the PFA based on: (i) alleged material breaches previously identified in the April 9, 2025 letter, and (ii) additional alleged material breaches identified in the Termination Notice. Although Blue Apron cited to numerous instances of alleged material defaults by the Debtors and related operational issues in the Termination Notice, based on a review of the Termination Notice, the Debtors considered the food quality and safety issues that resulted in recalls to be the principal causal factor that led to Blue Apron's asserted termination.

10. In response, FreshRealm contended that the Termination Notice failed to comply with the PFA's notice and cure requirements with respect to the newly alleged "material" breaches under the PFA. FreshRealm further asserted (a) the alleged conduct did not constitute a "material breach" of the PFA, (b) FreshRealm undertook actions that it believed to be sufficient to cure the alleged breaches previously identified, and (c) Blue Apron failed to strictly comply with the PFA's notice provisions.

11. Moreover, and ancillary to the termination dispute, I understand that FreshRealm and Blue Apron held competing claims relating to several operational and financial matters arising under the Blue Apron Agreements, including alleged mis-shipment liabilities, end-of-life product costs, and remediation obligations at the Linden Facility.

12. FreshRealm and Blue Apron thereafter engaged in settlement discussions to resolve the outstanding issues and asserted termination of the PFA. While those discussions were ongoing, FreshRealm and Blue Apron entered into tolling agreements to expressly reserve all rights, claims

and defenses, including, but not limited to, the validity of the Termination Notice, with the tolling period set forth in the latest of such agreements set to expire on May 4, 2026. Concurrently, Blue Apron engaged in discussions with MisFits Market, Inc. ("MisFits") to transition the Blue Apron production and fulfillment business from FreshRealm to MisFits.

13. As a member of the Board during this time, I have personal knowledge of and was aware of the settlement discussions with Blue Apron. Throughout those discussions, it became clear that the Debtors were faced with two potential divergent paths. First, the Debtors could pursue a section 363 sale process whereby the Debtors would market their Blue Apron-related assets for sale in a competitive auction process with MisFits potentially serving as the stalking horse bidder. Alternatively, the Debtors could pursue a Rule 9019 settlement, whereby the Debtors would resolve with Blue Apron all potential claims and disputes surrounding the PFA, in exchange for cash consideration being paid by Blue Apron and entry into a transition services arrangement with MisFits pursuant to which MisFits would provide services necessary to bridge to a permanent production and fulfillment solution for the benefit of Blue Apron, a bridge which was essentially financed with the consideration that Blue Apron was providing under the Settlement Agreement with the Debtors.

14. Blue Apron was clear that it was not prepared to provide financial accommodations and funding in furtherance of the Debtors' Chapter 11 Cases without a resolution of the ongoing disputes under the PFA, and a seamless transition of the services the Debtors had historically provided under the PFA to a new exclusive fulfillment provider of Blue Apron's choosing — namely, MisFits.

15. The termination dispute between the Debtors and Blue Apron created — and continues to create — material uncertainty regarding the parties' ongoing rights and obligations

under the Blue Apron Agreements. In addition, the PFA grants Blue Apron broad recoupment and setoff rights, which create a material risk that Blue Apron could withhold payments (including approximately $5 million in receivables currently outstanding that Blue Apron would owe to the Debtors concerning certain end-of-life product costs) during a contested dispute and, through such withheld payments, further impair the Debtors' liquidity position. Further, the ongoing disputes with Blue Apron concerning the PFA negatively affected financial support to and investment in the Debtors' business. Lastly, even assuming the Debtors prevailed in the PFA termination litigation and could compel Blue Apron's performance under the PFA, Blue Apron would be required to perform only pursuant to the strict terms of the PFA, which includes Net 10 payment terms. Without Blue Apron continuing to provide daily relief to the Debtors in the form of Net 0 payment terms, which is a material component of the Settlement Agreement between the parties, the Debtors would have abruptly run out of liquidity and likely ceased operations.

16. Moreover, the Debtors expected that it would be difficult to convince any lender of a new DIP financing facility to support a strategy that required a new money DIP financing investment (i) in the face of litigation adverse to Blue Apron (and the unknowable outcome thereof), including providing the incremental costs necessary to pursue such litigation, and (ii) with the potential for a sale of the Blue Apron business embroiled in litigation, which could jeopardize a lenders' chances of realizing a repayment of any such DIP financing, particularly given the reality of the negative cash flow of the Blue Apron business during the pendency of such litigation. Indeed, in a contested case with Blue Apron, it is likely that the DIP financing sizing required to fill the lack of financial accommodations that Blue Apron is providing under the Settlement Agreement would have materially increased, and the Debtors were not confident they could obtain such financing.

17. Facing a significant dispute with Blue Apron and limited liquidity, the Debtors examined the potential claims that could be asserted against Blue Apron and determined that litigation with Blue Apron would be a time-consuming and costly endeavor that could expose the Debtors' estates to significant liquidity pressure and impose substantial cost and outcome risks. In light of these considerations, the Debtors instead pursued and achieved a negotiated resolution with Blue Apron that resolves all outstanding disputes in a single, comprehensive compromise. The structure of the Settlement Agreement is designed to stabilize liquidity, reduce the risk to the Debtors' stakeholders, and avoid protracted litigation that would impair value at the beginning of these chapter 11 cases and have no certainty of outcome.

III. THE SETTLEMENT AGREEMENT, APA, AND TSA

18. While the Debtors analyzed the respective litigation positions with respect to the Blue Apron Agreements, the Debtors likewise recognized the importance of ensuring the uninterrupted operation of the Debtors' business in order to preserve the value of the Debtors' estates amid a challenging operating environment and consummating a value-maximizing transaction with certainty. The Debtors also assessed, recognized and factored in the complexity of the litigation involved, and the expense, risks, inconvenience and delay necessarily attending it.

19. In light of the foregoing, the Debtors and Blue Apron reached a settlement, the terms of which are embodied in the Settlement Agreement, which delivers immediate and tangible value to the Debtors' estates. Under the Settlement Agreement, Blue Apron, among other things, shall:

(i) upon the Effective Date, (a) remit to FreshRealm $10,000,000 in cash, and (b) pay to the Agent, for the benefit of the DIP Lenders, $32,000,000 in cash in 15 equal monthly installments, with such obligation being guaranteed by Wonder Group;

(ii) pay FreshRealm on Net 0 terms;

(iii) upon the Effective Date, with respect to any mis-shipment liability, Blue Apron would receive a general unsecured claim in the Chapter 11 Cases but (a) waive any payment that would otherwise be owed to Blue Apron on account of approximately $8,781,824.24 as of the Petition Date, and (b) waive and release the Debtors' estates from any and all post-petition mis-shipment liability accrued during the chapter 11 cases;

(iv) within one (1) business day of the filing of the Motion, pay $5,104,878.00 in end-of-life product costs to the Debtors' estates;

(v) waive the right under Section 8(a) of the PFA to withhold, offset, recoup or debit any amounts it owes to FreshRealm; and

(vi) pay any and all restoration and remediation costs to the landlord at the Linden Facility.

20. By resolving all disputes in a single, comprehensive compromise the Settlement Agreement avoids protracted litigation, preserves estate resources, and promotes the efficient and orderly administration of these chapter 11 cases. Indeed, through the settlement, the Debtors were able to resolve their claims in a manner which spared future legal expense and prevented further degradation of the Debtors' estates.

21. Based on my assessment of the claims and defenses concerning the purported termination of the PFA and the ancillary claims attendant to the Blue Apron Agreements, and my participation in the settlement discussions, I believe that the settlement is fair, reasonable, and in the best interests of the Debtors' estates and creditors as a whole, and falls well above the lowest point in the range of reasonableness. Indeed, the settlement was reached after a careful and measured evaluation of the potential benefits of pursuing the claims and causes of action as compared to the risks and defenses, the Debtors' inability to fund the litigation and the delays attendant to such litigation, and reflects a reasoned compromise of contested issues. As part of this analysis, the Debtors considered the domino effect that pursuing litigation of any particular claim

would have on the Debtors' business, as well as other third-parties, including trade partners, vendors, employees, customers and end-users.

22. Based on the foregoing considerations, the Debtors determined that entry into the Settlement Agreement would be in the best interests of the Debtors and their estates. I believe that compromising the claims and causes of action pursuant to the terms of the Settlement Agreement is more beneficial to the estates than otherwise running the risk – and strong likelihood – of further litigation over any one of claims. Any such continued litigation would expose the estates to meaningful costs, value-destructive delay, and the significant obstacles to success in prosecuting any potential cause of action, all to the detriment of the Debtors' estates and their creditors. Approving the proposed Settlement Agreement would avoid such risk while enabling the Debtors' estates to maximize value and tangible recoveries for the benefit of the estate's creditors.

23. The Settlement Agreement further requires the Debtors to enter into the TSA with MisFits and provide transition services to MisFits to support Blue Apron's operations. The TSA in turn requires the Debtors to sell certain working capital assets to MisFits and for MisFits to assume certain liabilities under the APA. Of significant importance to the Debtors' estates, the TSA is cost-neutral as MisFits will fund all costs incurred by the Debtors' estates under the TSA.

24. The Debtors evaluated the components of the Settlement Agreement, the APA and the TSA as part of an integrated resolution with Blue Apron, with the understanding that the Settlement Agreement, the APA, and the TSA function together as a single, comprehensive resolution of the parties' disputes. In evaluating this structure, the Board considered the Debtors' liquidity constraints and the practical consequences of the ongoing disputes with Blue Apron. Indeed, a sale process for the Blue Apron-related assets and a litigation with Blue Apron would each require incremental liquidity that the Debtors believed their Prepetition Lenders would be

unlikely to provide. Instead, the prospect of a holistic resolution – including the Settlement Agreement, the APA, the TSA, and the Debtors' commitment to obtain approval of those agreements within thirty-one (31) days of the Petition Date, has enabled the Debtors to secure post-petition financing. Absent such post-petition financing the Debtors would have insufficient funds to administer these cases and would be forced to immediately cease operations and liquidate. That outcome would be value-destructive for all stakeholders.

25. Based on the foregoing, I believe that the Debtors appropriately exercised sound and reasonable business judgment in concluding that approval of the settlement avoids value-destructive litigation, maximizes estate value, is in the best interests of the Debtors' estates and their creditor constituencies as a whole, and falls well above the lowest point in the range of reasonableness. Indeed, I believe that entry into the Settlement Agreement, the APA, and the TSA represented the only transaction available to the Debtors that could provide certainty at the outset of these Chapter 11 cases.

26. For the reasons set forth in this Declaration, I believe the relief requested in the Motion is fair and reasonable and is in the best interests of the Debtors' estates.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 27, 2026

/s/ Jill Frizzley
Jill Frizzley