

COLE SCHOTZ P.C.

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

*Proposed Counsel to the Debtors
and Debtors in Possession*

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

In re:

FRESHREALM, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 26-14656 (MEH)

(Jointly Administered)

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF KROLL RESTRUCTURING
ADMINISTRATION AS ADMINISTRATIVE ADVISOR
EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), by and through their undersigned counsel, hereby submit this application (this "Application") for entry of an order, substantially in the form submitted herewith as Exhibit A (the "Proposed Order"), authorizing the employment and retention of Kroll Restructuring Administration LLC

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.

(“Kroll”) as administrative advisor (“Administrative Advisor”) in the above-captioned chapter 11 cases effective as of the Petition Date (defined below). In support of this Application, the Debtors submit the Declaration of Benjamin J. Steele (the “Steele Declaration”), attached hereto as Exhibit B, and respectfully represent as follows:²

JURISDICTION, VENUE, AND STATUTORY PREDICATES

1. This Court has jurisdiction over this Application 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 Application 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.

2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

3. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

4. The bases for the relief requested herein are section 327(a) of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

BACKGROUND

5. The Debtors are one of the country’s leading producers, distributors, and marketers of premium quality, primarily branded, packaged food products, driven by their

² A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of Bryan Fleming, Chief Financial Officer of the Debtors and Senior Director of Alvarez & Marsal North America, LLC in Support of the Chapter 11 Petitions and First Day Motions* [Docket No. 20] (the “First Day Declaration”).

mission: “Fresh Food to Everyone, Every Day, Everywhere.” The Debtors were founded in 2013 and became an independent company in 2021 to create fresh meal destinations that cater to busy and healthier consumer lifestyles. Their innovative approach to meal delivery and meal programs, strategic milestones, and platform development has positioned the Debtors as leaders in the fresh food supply chain solutions industry.

6. On April 27, 2026 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On April 29, 2026, this Court entered an order directing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) [Docket No. 42]. The Debtors are operating their business and managing their assets as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

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

RELIEF REQUESTED

8. The Debtors previously filed an application (the “Claims Agent Application”) for an order appointing Kroll as claims and noticing agent pursuant to 28 U.S.C. § 156(c), which application was granted by this Court on April 29, 2026 [Docket No. 44]. The Debtors believe that administration of these chapter 11 cases will require Kroll to perform services arguably outside the scope of the order approving the Claims Agent Application, including in connection with the Debtors’ plan solicitation and confirmation process. Therefore, the Debtors submit this

Application, pursuant to section 327 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and applicable Local Rules, for entry of the Proposed Order authorizing the Debtors to employ and retain Kroll so that it may perform services as Administrative Advisor for the Debtors in accordance with that certain Engagement Agreement dated March 18, 2026 attached as Exhibit 1 to the Proposed Order (the “Engagement Agreement”). The Debtors request that Kroll’s retention be effective as of the Petition Date, the date on which Kroll began providing services related to the chapter 11 plan solicitation process.

KROLL’S QUALIFICATIONS

9. Kroll is comprised of industry-leading professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Kroll’s professionals have experience in noticing, claims administration, assisting with the preparation of the Schedules and Statements, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Kroll’s professionals have acted as debtors’ counsel, official claims and noticing agent, and/or administrative advisor in many large bankruptcy cases in this circuit and elsewhere. *See, e.g. In re New Rite Aid, LLC*, Case No. 25-14861 (MBK) (Bankr. D. N.J. Jun. 4, 2025); *In re Rite Aid Corp.*, Case No. 23-18993 (MBK) (Bankr. D. N.J. Jan. 10, 2024); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D. N.J. Apr. 24, 2023); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Nov. 30, 2022); *In re FTX Trading Ltd.*, No. 22-11068 (JTD) (Bankr. D. Del. Nov. 22, 2022); *In re Endo Int’l plc*, No. 22-22549 (JLG) (Bankr. S.D.N.Y. Sept. 9, 2022).

SERVICES TO BE PROVIDED

10. The Debtors seek to retain Kroll as Administrative Advisor to provide, among other things, the following bankruptcy administration services, if and to the extent requested:

- (a) Provide consulting services regarding legal noticing, claims, management, and reconciliation;
- (b) Assist with among other things, the preparation of confidential online workspaces and data rooms;
- (c) Assist with, among other things, the preparation of the Debtors' Schedules and Statements and the gathering of data in conjunction therewith;
- (d) Assist with, among other things, solicitation, balloting and tabulation of votes, and prepare any related reports, as required in support of confirmation of a chapter 11 plan, and in connection with such services, process requests for documents from parties-in-interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders;
- (e) Prepare an official ballot certification and, if necessary, testify in support of the ballot tabulation results;
- (f) Manage and coordinate any distributions pursuant to a chapter 11 plan; and;
- (g) Provide such other processing, solicitation, balloting and other administrative services described in the Engagement Agreement, but not included in the Claim Agent Application, as may be requested from time to time by the Debtors, the Court, or the Office of the Clerk of the Bankruptcy Court (the "Clerk");³

11. The Debtors believe that Kroll is well qualified and able to provide the foregoing services to the Debtors. Kroll has indicated a willingness to act on behalf of the Debtors, on the terms described herein.

PROFESSIONAL COMPENSATION

12. The fees Kroll will charge in connection with providing services to the Debtors are set forth in the Engagement Agreement. The Debtors respectfully submit that Kroll's rates are competitive and comparable to the rates its competitors charge for similar services. Indeed, the Debtors conducted a review and competitive comparison of other firms and reviewed the

³ For the avoidance of doubt, the list of services to be provided as set forth herein is not intended to limit the

rates of other firms before retaining Kroll with respect to these chapter 11 cases. The Debtors believe Kroll's rates are more than reasonable given the quality of Kroll's services and its professionals' bankruptcy expertise. Additionally, Kroll will seek reimbursement from the Debtors for reasonable expenses in accordance with the terms of the Engagement Agreement.

13. Kroll intends to apply to the Court for allowance of compensation and reimbursement of expenses incurred in connection with the services it provides as Administrative Advisor pursuant to the Engagement Agreement. Kroll will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders entered in these chapter 11 cases regarding professional compensation and reimbursement of expenses.

14. Prior to the Petition Date, the Debtors provided Kroll an advance in the amount of \$50,000. Kroll seeks to hold the advance as security of payment of Kroll's final invoice for services rendered and expenses incurred in performing under the Engagement Agreement.

15. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend and hold harmless Kroll and its members, officers, employees, representatives and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Kroll's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement. The Debtors believe that such an indemnification obligation is customary, reasonable and necessary to retain the services of an administrative advisor in these chapter 11 cases.

DISINTERESTEDNESS

16. Kroll has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of

scope of services set forth in the Claims Agent Application.

Kroll's knowledge, information, and belief, and except as disclosed in the Steele Declaration, Kroll has represented that it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent any interest adverse to the Debtors' estates.

17. Kroll believes that it does not have any relationships with creditors or parties in interest that would present a disqualifying conflict of interest.

18. Kroll will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

BASIS FOR RELIEF

19. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

20. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, and proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

Fed. R. Bankr. P. 2014.

21. The Debtors seek an order authorizing the retention and employment of Kroll as Administrative Advisor in order to relieve the Debtors of the significant noticing and other administrative tasks involved in the chapter 11 plan solicitation process. In light of the numerous

creditors and other parties in interest that are involved in these chapter 11 cases, the Debtors submit that Kroll's retention as Administrative Advisor is in the best interest of the Debtors' estates and their creditors, and that the terms set forth in the Engagement Agreement are fair and reasonable.

NO PRIOR REQUEST

22. No previous application for the relief sought herein has been made to this or to any other court.

NOTICE

23. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee; (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; and (h) 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 30, 2026

/s/ Warren A. Usatine

COLE SCHOTZ P.C.

Michael D. Sirota

Warren A. Usatine

Ryan T. Jareck

Daniel J. Harris

Matteo Percontino

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

Email: msirota@coleschotz.com

wusatine@coleschotz.com

rjareck@coleschotz.com

dharris@coleschotz.com

mpercontino@coleschotz.com

*Proposed Counsel to the Debtors and
Debtors in Possession*

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
COLE SCHOTZ P.C. Michael D. Sirota Warren A. Usatine Ryan T. Jareck Daniel J. Harris Matteo Percontino Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 Telephone: (201) 489-3000 msirota@coleschotz.com wusatine@coleschotz.com rjareck@coleschotz.com dharris@coleschotz.com mpercontino@coleschotz.com <i>Proposed Counsel to the Debtors and Debtors in Possession</i>	
In re: FRESHREALM, INC., <i>et al.</i> , ¹ Debtors.	Chapter 11 Case No. 26-14656 (MEH) (Jointly Administered)

**ORDER AUTHORIZING THE DEBTORS' EMPLOYMENT
AND RETENTION OF KROLL RESTRUCTURING ADMINISTRATION AS
ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

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

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

Page: 2

Debtors: FRESHREALM, INC., *et al.*

Case No.: 26-14656 (MEH)

Caption: Order Authorizing the Debtors' Employment of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

Upon the *Debtors' Application for Entry of an Order Authorizing the Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date* (the "Application"),² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order"), pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 2016-1, authorizing the Debtors to employ and retain Kroll Restructuring Administration LLC ("Kroll") so that it may perform services as administrative advisor ("Administrative Advisor") effective as of the Petition Date; all as more fully set forth in the Application; and upon the First Day Declaration; and the Court having jurisdiction to consider the Application 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*, 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 Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application 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 Application 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 ORDERED THAT:

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

Page: 3

Debtors: FRESHREALM, INC., *et al.*

Case No.: 26-14656 (MEH)

Caption: Order Authorizing the Debtors' Employment of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

1. The Application is **GRANTED** to the extent set forth herein.
2. The Debtors are authorized to retain Kroll as Administrative Advisor, effective as of the Petition Date, pursuant to section 327(a) of the Bankruptcy Code and under the terms of the Engagement Agreement attached hereto as Exhibit 1, as modified by this Order, and Kroll is authorized to perform the bankruptcy administration services described in the Application and set forth in the Engagement Agreement.
3. Any services Kroll will provide relating to the Debtors' schedules of assets and liabilities and statements of financial affairs shall be limited to administrative and ministerial services. The Debtors shall remain responsible for the content and accuracy of their schedules of assets and liabilities and statements of financial affairs.
4. Kroll is authorized to take all actions necessary to comply with its duties as Administrative Advisor as described in the Application and set forth in the Engagement Agreement.
5. Kroll shall apply to the Court for allowance of compensation and reimbursement of expenses incurred in its capacity as Administrative Advisor in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in these cases regarding professional compensation and reimbursement of expenses.
6. The indemnification provisions in the Engagement Agreement are approved, subject to the following modifications, applicable during the pendency of these chapter 11 cases:
 - (a) Kroll shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement unless the indemnification, contribution, or reimbursement is approved by the Court.

Page: 4

Debtors: FRESHREALM, INC., *et al.*

Case No.: 26-14656 (MEH)

Caption: Order Authorizing the Debtors' Employment of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

(b) Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Kroll, or provide contribution or reimbursement to Kroll, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Kroll's gross negligence, willful misconduct or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Kroll's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Kroll should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

(c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, Kroll believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement, as modified by this Order, including, without limitation, the advancement of defense costs, Kroll must file an application therefor in this Court, and the Debtors may not pay any such amounts to Kroll before the entry of an order of this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Kroll for indemnification, contribution, and/or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify or make contributions or reimbursements to Kroll. All parties in interest shall retain the right to object to any demand by Kroll for indemnification, contribution, or reimbursement.

7. The limitation of liability section in paragraph 10 of the Engagement Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

8. Notwithstanding anything to the contrary contained in the Engagement Agreement, the 1.5% late charge in paragraph 2(c) of the Engagement Agreement shall not be assessed during the pendency of these chapter 11 cases.

Page: 5

Debtors: FRESHREALM, INC., *et al.*

Case No.: 26-14656 (MEH)

Caption: Order Authorizing the Debtors' Employment of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

9. Notwithstanding anything to the contrary contained in the Engagement Agreement, including paragraph 15 thereof, the Court shall have exclusive jurisdiction over Kroll's engagement during the pendency of these chapter 11 cases, and the arbitration clause shall have no force or effect during the pendency of these chapter 11 cases.

10. Notwithstanding anything to the contrary contained in the Engagement Agreement, including paragraph 2(h) thereof, Kroll shall provide at least ten (10) days' notice of any increases in its billing rates, subject to the parties in interest's right to object to any such increases, including, but not limited to, the reasonableness standard provided in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

11. Notwithstanding anything to the contrary in the Engagement Agreement, paragraph 3(b) of the Engagement Agreement (indicating that Kroll will continue to be paid, notwithstanding conversion of these chapter 11 cases to chapter 7), shall be of no force or effect with respect to the services provided by Kroll pursuant to this Order.

12. Notwithstanding anything in the Application or Engagement Agreement, Kroll shall seek reimbursement from the Debtors' estates for its engagement-related expenses at the firm's actual costs paid.

13. Notwithstanding anything in the Application or supporting declarations to the contrary, Kroll shall, to the extent Kroll uses the services of independent contractors, subcontractors, or employees of foreign affiliates or subsidiaries (collectively, the "Contractors") in these cases, pass through the cost of such Contractors to the Debtors at the same rate that Kroll

Page: 6

Debtors: FRESHREALM, INC., *et al.*

Case No.: 26-14656 (MEH)

Caption: Order Authorizing the Debtors' Employment of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date

pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflict checks as required by Kroll; (iv) file with this Court disclosures pertaining to such use required by Bankruptcy Rule 2014; (v) and attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in these cases.

14. Kroll shall not seek reimbursement of any fees or costs arising from the defense of its fee applications in the above-captioned cases.

15. In the event of any inconsistency between the Engagement Agreement and this Order, this Order shall govern.

16. The Debtors and Kroll are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

17. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

18. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

Exhibit 1

Engagement Agreement



Kroll Restructuring Administration LLC Engagement Agreement

This Agreement is entered into as of March 18, 2026 between Kroll Restructuring Administration LLC (“**Kroll**”) and FreshRealm, Inc. (together with its affiliates and subsidiaries, the “**Company**”).¹

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

- (a) Kroll agrees to provide the Company with consulting services regarding legal noticing, claims management and reconciliation, plan solicitation, balloting, disbursements, preparation of schedules of assets and liabilities and statements of financial affairs, communications, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement) and any other services agreed upon by the parties in writing or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the “**Services**”).
- (b) The Company acknowledges and agrees that Kroll will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “**Company Parties**”) with respect to providing Services hereunder. The parties agree that Kroll may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company.
- (c) The Company agrees and understands that Kroll shall not provide the Company or any other party with legal advice.

2. Rates, Expenses and Payment

- (a) Kroll will provide the Services on an as-needed basis and upon request or agreement of the Company, in each case in accordance with the rate structure attached hereto and incorporated by reference herein (the “**Rate Structure**”); *provided, however* that Kroll will provide a discount of 20% off the attached hourly rates. The Company agrees to pay for reasonable and documented out of pocket expenses incurred by Kroll in connection with providing Services hereunder.
- (b) The Rate Structure sets forth individual unit pricing for each of the Services. The Company may request separate Services or all of the Services.
- (c) Kroll will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Kroll may require advance or direct payment from the Company before the performance of Services hereunder. If any

¹ The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



amount is unpaid as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

- (d) In case of a good faith dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Kroll within 10 days of receipt of the invoice. The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
- (e) The Company shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Company or the Company Parties.
- (f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Kroll or paid by Kroll to a taxing authority.
- (g) Upon execution of this Agreement, the Company shall pay Kroll an advance of \$50,000. Kroll may apply such advance against unpaid fees and expenses that have been invoiced and are due and payable hereunder. Kroll may apply the advance against all prepetition fees and expenses. Immediately upon Kroll providing written notice of the crediting of the advance against any invoiced and due and payable amounts, the Company shall replenish the balance of the advance amount; thereafter, Kroll may hold such advance to apply against unpaid fees and expenses that have been invoiced and are due and payable hereunder.
- (h) Kroll reserves the right to make reasonable increases to the Rate Structure on an annual basis effective on the first business day of each year. If any annual increase to the hourly rates therein represents an increase greater than 10% from the previous year's levels, Kroll shall provide 30 days' written notice to the Company of such increases.

3. Retention in Bankruptcy Case

- (a) If the Company commences a case pursuant to title 11 of the United States Code (the "***Bankruptcy Code***"), the Company promptly shall file applications with the Bankruptcy Court to retain Kroll (i) as claims and noticing agent pursuant to 28 U.S.C. § 156(c) and (ii) as administrative advisor pursuant to section 327(a) of the Bankruptcy Code for all Services that fall outside the scope of 28 U.S.C. § 156(c). The form and substance of such applications and any order approving them shall be reasonably acceptable to Kroll.
- (b) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Kroll will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. Confidentiality

- (a) The Company and Kroll agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided hereunder; *provided, however*, that if any such information



was publicly available, already in the receiving party's possession or known to it, independently developed, lawfully obtained from a third party or required to be disclosed by law, then such party shall bear no responsibility for publicly disclosing such information.

- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.

5. Property Rights

Kroll reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "**Property**") furnished by Kroll for itself or for use by the Company hereunder. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Kroll hereunder.

6. Bank Accounts

At the request of the Company or the Company Parties, Kroll shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. To the extent that such accounts or other financial products are provided to the Company, pursuant to Kroll's agreement(s) with financial institutions, Kroll may receive fees and other compensation from such institutions.

7. Term and Termination

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Kroll that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Kroll invoices for more than 60 days from the date of delivery of such invoice or (iii) the accrual of due and owing invoices or unpaid Services in excess of the advance held by Kroll where Kroll reasonably believes it will not be paid.
- (b) If this Agreement is terminated after Kroll is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Kroll of its duties under such retention, which order shall be in form and substance reasonably acceptable to Kroll.
- (c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Kroll hereunder.



- (d) If this Agreement is terminated, Kroll shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Kroll shall provide the necessary staff, services and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Rate Structure.

8. No Representations or Warranties

Kroll makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

9. Indemnification

- (a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Kroll and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the “*Indemnified Parties*”) from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, “*Losses*”) resulting from, arising out of or related to Kroll’s performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- (b) Kroll and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The Company’s indemnification of Kroll hereunder shall exclude Losses resulting from Kroll’s fraud, gross negligence or willful misconduct.
- (d) The Company’s indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Kroll’s liability to the Company for any Losses, unless due to Kroll’s fraud, gross negligence or willful misconduct, shall be limited to the total amount paid by the Company for the portion of the particular work that gave rise to the alleged Loss. In no event shall Kroll’s liability to the Company for any Losses arising out of this Agreement exceed the total amount actually paid to Kroll for Services provided hereunder. In no event shall Kroll be liable for any indirect, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.



11. Company Data

- (a) The Company is responsible for, and Kroll does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Kroll and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, “**SOFAs and Schedules**”). Kroll bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.
- (b) The Company agrees, represents and warrants to Kroll that before delivery of any information to Kroll: (i) the Company has full authority to deliver such information to Kroll; and (ii) Kroll is authorized to use such information to perform Services hereunder.
- (c) Any data, storage media, programs or other materials furnished to Kroll by the Company may be retained by Kroll until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Kroll under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Kroll. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Kroll’s Services for a period of 90 days or more, Kroll may dispose of any such materials, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days’ prior written notice; provided that undeliverable mail may be disposed of upon closing of the case without notice to the Company. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information provided by the Company to Kroll.
- (d) If Kroll is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media or other materials shall comply with any applicable court orders and rules or clerk’s office instructions.
- (e) Kroll may use Company’s name and logo on its website and in its promotional materials to state that Company is a customer of Kroll and its Services during and after the term of this Agreement.

12. Non-Solicitation

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of Kroll during the term of this Agreement and for a period of 12 months after termination thereof unless Kroll provides prior written consent to such solicitation or retention.

13. Force Majeure

Whenever performance by Kroll of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Kroll’s reasonable



control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

14. Choice of Law

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

15. Arbitration

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in New York, New York in accordance with the United States Arbitration Act.

16. Integration; Severability; Modifications; Assignment

- (a) Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements and communications between the parties relating to the subject matter hereof.
- (b) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Kroll.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Kroll may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent so long as notice of such assignment is promptly provided to the Company.

17. Effectiveness of Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

18. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:



If to Kroll: Kroll Restructuring Administration LLC
1 World Trade Center, 31st Floor
New York, NY 10007
Attn: Legal Department
Tel: 212-257-5450
Email: Legal@kbs.kroll.com

If to the Company: FreshRealm, Inc.
3301 N Dallas Ave #120
Lancaster, TX 75134
Attn: Bryan Fleming
Tel: 404-977-9097
Email: bryan.fleming@freshrealm.com

With a copy to: Cole Schotz P.C.
Court Plaza North
25 Main Street
Hackensack, NJ 07601
Attn: Warren A. Usatine
Tel: (201) 525-6233
Email: wusatine@coleschotz.com

[Signature page follows]



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

Kroll Restructuring Administration LLC

A handwritten signature in black ink, appearing to be "Christina Pullo", written over a horizontal line.

By: Christina Pullo

Title: Managing Director

FreshRealm, Inc.

Signed by:

A handwritten signature in black ink, appearing to be "Bryan Fleming", written over a horizontal line.

By: Bryan Fleming

Title: Chief Financial Officer



RATES

Quality.
Partnership.
Expertise.
Innovation.

Claims and Noticing Rates

TITLE	HOURLY RATE
Analyst The Analyst processes data, including proofs of claim, ballots and return mail, and executes outgoing mailings with adherence to strict quality control standards.	\$30 - \$50
Technology Consultant The Technology Consultant provides database support for complex reporting requirements and administers complicated variable data mailings.	\$55 - \$95
Consultant The Consultant is the day-to-day contact for mailings, updates the case website, prepares and executes affidavits of service, responds to creditor inquiries and maintains the official claim register, including processing claims objections and transfers.	\$75 - \$165
Senior Consultant The Senior Consultant directs the data collection process for the master mailing list, oversees all mailings, performs quality control checks on claim and other data processes, and generates claim and other reports.	\$175
Director The Director is the lead contact for the company, counsel and advisors on the engagement and oversees all aspects of the bankruptcy administration, including managing the internal client service team and coordinating among case professionals.	\$175 - \$185

About Kroll

Kroll provides proprietary data, technology and insights to help our clients stay ahead of complex demands related to risk, governance and growth. Our solutions deliver a powerful competitive advantage, enabling faster, smarter and more sustainable decisions. With 5,000 experts around the world, we create value and impact for our clients and communities. To learn more, visit www.kroll.com.



RATES

Quality.
Partnership.
Expertise.
Innovation.

Solicitation, Balloting and Tabulation

Statements of Financial Affairs/Schedules of Assets and Liabilities

TITLE	HOURLY RATE
Solicitation Consultant; SOFA/Schedule Consultant	\$195
The Solicitation Consultant reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. In addition, the Solicitation Consultant prepares customized reports relating to voting and other corporate events (such as exchange offers and rights subscriptions) and interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and other communications. The SOFA/Schedule Consultant directs the data collection process for the SOFAs and Schedules and prepares the official forms.	

Solicitation Director; SOFA/Schedule Director	\$225
The Director of Solicitation is the lead client service contact in the plan solicitation process. The Director oversees and coordinates soliciting creditor votes on a plan of reorganization and will attest to solicitation processes and results. The Director also advises on public securities noticing and related actions, including voting, exchange offers, treatment elections, rights subscriptions and distributions and coordinates with banks, brokers, nominees, their agents and depositories to ensure the smooth execution of these processes. The SOFA/Schedule Director works closely with the company and advisors to oversee all aspects of collecting SOFA/Schedule data and preparing the official forms.	

Managing Directors and Experts

TITLE	HOURLY RATE
Executives	No charge
Kroll Restructuring Administration's Executives are former restructuring professionals averaging more than 15 years of experience across hundreds of restructuring engagements.	

About Kroll

Kroll provides proprietary data, technology and insights to help our clients stay ahead of complex demands related to risk, governance and growth. Our solutions deliver a powerful competitive advantage, enabling faster, smarter and more sustainable decisions. With 5,000 experts around the world, we create value and impact for our clients and communities. To learn more, visit www.kroll.com.



RATES

Quality.
Partnership.
Expertise.
Innovation.

Printing & Noticing Services	
Printing	\$0.10 per page
Customization/Envelope Printing	\$0.05 each
Document folding and inserting	No charge
Postage/Overnight Delivery	Preferred Rates
Public Securities Events	Varies by Event
Standard Email Noticing (Blast Email pricing on request)	No charge
Fax Noticing	No charge
Proof of Claim Acknowledgment Card	No charge
Envelopes	Varies by Size
Newspaper and Legal Notice Publishing	
Coordinate and publish legal notices	Available on request
Case Website	
Case Website setup	No charge
Case Website hosting	No charge
Update case docket and claims register	No charge
Data Administration and Management	
Kroll does not charge for automated processes, encrypted bandwidth and other similar components of overhead.	
Inputting proofs of claim and ballots	Standard hourly rates (no per claim or ballot charge)
Electronic Imaging	\$0.10 per image
Data Storage, maintenance and security	\$0.10 per record per month
Electronic Data Collection Platform	
Electronic claim filing, ballot submission and complex data collection platform	No charge
Call Center Services	
Case-specific voice-mail box	No charge

About Kroll

Kroll provides proprietary data, technology and insights to help our clients stay ahead of complex demands related to risk, governance and growth. Our solutions deliver a powerful competitive advantage, enabling faster, smarter and more sustainable decisions. With 5,000 experts around the world, we create value and impact for our clients and communities. To learn more, visit www.kroll.com.



RATES

Quality.
Partnership.
Expertise.
Innovation.

Interactive Voice Response ("IVR")	No charge
Monthly maintenance	No charge
Call center personnel	Standard hourly rates
Live chat	Standard hourly rates
Disbursement Services & Securities Eligibility Services	
Securities Eligibility Services	Available on request
Payment issuance (check, wire, ACH, digital) and/or Form 1099	Available on request
W-9 solicitation and maintenance of EIN/TIN database	Standard rates

Exhibit B

Steele Declaration

COLE SCHOTZ P.C.

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

*Proposed Counsel to the Debtors
and Debtors in Possession*

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

In re:

FRESHREALM, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 26-14656 (MEH)

(Jointly Administered)

**DECLARATION OF BENJAMIN J. STEELE IN SUPPORT OF DEBTORS'
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF KROLL RESTRUCTURING ADMINISTRATION AS
ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

I, Benjamin J. Steele, under penalty of perjury, declare as follows:

1. I am a Managing Director of Kroll Restructuring Administration (“Kroll”), a chapter 11 administrative services firm whose headquarters are located at 1 World Trade Center, 31st Floor, New York, NY 10007. Except as otherwise noted, I have personal knowledge of the

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.

matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the *Debtors' Application for Entry of an Order Authorizing the Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Effective as of the Petition Date* (the "Application"),² which was filed contemporaneously herewith.

3. Kroll is comprised of industry leading professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Kroll's professionals have experience in noticing, claims administration, assisting with the preparation of Schedules, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Kroll's professionals have acted as debtors' counsel, official claims and noticing agent, and/or administrative advisor in many large bankruptcy cases in this circuit and elsewhere. *See, e.g., In re New Rite Aid, LLC*, Case No. 25-14861 (MBK) (Bankr. D. N.J. Jun. 4, 2025); *In re Rite Aid Corp.*, Case No. 23-18993 (MBK) (Bankr. D. N.J. Jan. 10, 2024); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D. N.J. Apr. 24, 2023); *In re BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J) (Nov. 30, 2022); *In re FTX Trading Ltd.*, No. 22-11068 (JTD) (Bankr. D. Del. Nov. 22, 2022); *In re Endo Int'l plc*, No. 22-22549 (JLG) (Bankr. S.D.N.Y. Sept. 6, 2022).

4. As Administrative Advisor, Kroll will perform the bankruptcy administration services specified in the Application and the Engagement Agreement. In performing such services, Kroll will charge the Debtors the rates set forth in the Engagement Agreement.

5. Kroll is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that Kroll and its professional personnel:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not and were not, within two years before the date of the filing of these chapter 11 cases, creditors, equity security holders, insiders, or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

6. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the "Potential Parties in Interest") in these chapter 11 cases. A copy of this list of Potential Parties in Interest is attached hereto as Schedule 1. The list of Potential Parties in Interest was provided by the Debtors and included, among other parties, (i) the Debtors, (ii) the Debtors' current officers and directors; (v) the Debtors' 30 largest unsecured creditors and significant clients; (vi) the Debtors' landlords and significant vendors; and (viii) the Debtors' proposed professionals.

7. The results of the conflict check were compiled and reviewed by Kroll professionals under my supervision. At this time, and as set forth in further detail herein, Kroll is not aware of any connection that would present a disqualifying conflict of interest. Should Kroll discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Kroll will use reasonable efforts to file promptly a supplemental declaration.

8. To the best of my knowledge and based solely upon information provided to me by the Debtors, and except as provided herein, neither Kroll nor any of its professionals have any materially adverse connection to the Debtors, their creditors, or other relevant parties. Kroll may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Kroll serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for another chapter 11 debtor. A list of such clients is attached hereto as

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

Schedule 2.

9. Certain of Kroll's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties-in-interest in these cases. Such firms include Kirkland & Ellis LLP; Weil, Gotshal & Manges LLP; O'Melveny & Myers LLP; Mayer Brown LLP; Fried, Frank, Harris, Shriver & Jacobson LLP; Bracewell LLP; Willkie Farr & Gallagher LLP; Jones Day; Shearman & Sterling LLP; Baker & Hostetler LLP; Togut, Segal & Segal LLP; Faegre Drinker Biddle & Reath LLP, KPMG LLP; PricewaterhouseCoopers LLP; Epiq Bankruptcy Solutions, LLC; Donlin, Recano & Company, Inc. and Kurtzman Carson Consultants LLC. Except as disclosed herein, these professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these chapter 11 cases were filed.

10. Kroll hereby discloses the following connections, each of which Kroll believes does not present an interest adverse to the Debtors and is disclosed solely out of abundance of caution:

- James Waldron, former Clerk of the United States Bankruptcy Court for the District of New Jersey (the "Court"), joined Kroll as Senior Advisor in March 2017. Mr. Waldron was not employed as Clerk of the Court when these chapter 11 cases were filed.
- Roya Imani, former law clerk to the Honorable Stacey L. Meisel, joined Kroll as Senior Corporate Counsel in June 2025. Ms. Imani was not employed as a law clerk by the Court when these chapter 11 cases were filed.
- I was previously an associate at Kirkland & Ellis LLP ("K&E"), one of the Debtors' vendors. I left K&E in August 2013. I did not work on any matters involving the Debtors while employed by K&E.
- I understand that K&E has represented and currently represents Kroll in matters unrelated to the Debtors and these chapter 11 cases. Kroll also acts as a technology services vendor to K&E in connection with matters unrelated to these chapter 11 cases. I do not believe that these connections preclude Kroll from meeting the disinterestedness standard under the Bankruptcy Code.
- My wife, Yoomi Lee Steele, is a Director, Office of Cyber Resiliency at Google,

one of the Debtors' vendors. My wife's role at Google is not customer-facing and is wholly unrelated to the Debtors and these cases.

- Stacey Corr-Irvine is a Director at Kroll. Mrs. Corr-Irvine's husband is a Vice President of Fixed Income Finance at JP Morgan Chase Bank, N.A., one of the Debtors' banks and financial services providers. Mr. Irvine's role is administrative in nature, and he is not involved in any investment decisions.
- Heidi Stern, Chief Financial Officer for Kroll and its divisional affiliates, and Diana Shih, Controller at Kroll, were formerly associates at PWC, one of the Debtors' vendors. Ms. Stern and Ms. Shih left PWC in 2011. Neither Ms. Stern nor Ms. Shih worked on any matters involving the Debtors during their time at PWC.
- Stacey Corr-Irvine, a Director at Kroll, was formally a partner at Jones Day, one of the Debtors' vendors. Ms. Corr-Irvine left Jones Day in 2020. Ms. Corr-Irvine did not work on any matters involving the Debtors during her time at Jones Day.
- A consultant at Kroll is the son of a Director at Alvarez & Marsal ("A&M"), the Debtors' restructuring advisor. The Director at A&M does not work on restructuring matters.

11. Kroll is an indirect subsidiary of Kroll, LLC ("Kroll Parent"). Kroll Parent is the world's premier provider of services and digital products related to governance, risk, and transparency. Within the Kroll Parent corporate structure, Kroll operates independently from Kroll Parent. As such, any relationships that Kroll Parent and its affiliates maintain do not create an interest of Kroll's that is materially adverse to the Debtors' estates or any class of creditors or security holders. Kroll Parent is not currently identified on the Potential Parties in Interest list, but Kroll makes this disclosure out of an abundance of caution.

12. Kroll, as well as its personnel, has and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtors' chapter 11 cases. Kroll may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection

with, these chapter 11 cases or the Debtors.

13. Kroll and its personnel, in their individual capacities, regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Kroll, or its personnel, may appear in chapter 11 cases representing the Debtors or parties in interest. All engagements where such firms represent Kroll or its personnel in their individual capacities are unrelated to these chapter 11 cases.

14. Kroll further declares that Kroll does not now have, nor has it ever had, any contract or agreement with XClaim Inc. or with any other party under which Kroll provided, provides, or will provide exclusive access to claims data and/or under which Kroll would be compensated for claims data made available by Kroll.

15. Based on the foregoing, I believe that Kroll is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge and belief, neither Kroll nor any of its partners or employees hold or represent any interest adverse to the Debtors’ estates.

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

Dated April 30, 2026

Respectfully submitted,

/s/ Benjamin Steele

Benjamin J. Steele

Managing Director

Kroll Restructuring Administration LLC

*Proposed Administrative Advisor to the Debtors and
Debtors in Possession*

SCHEDULE 1

Potential Parties In Interest List

363 Sale Parties

Misfits Markets

Bankruptcy Judges and Staff

Amanda Craven
Angela Pattison
Anthony Sodono
Aron Kaplan
Ben Fanucci
Brendan Aldrich
Catherine Mcauley
Chief Judge Christine M. Gravelle
Christy McDonald
Dana Muccie
Gina Price
Grace Labruno
Heather Renye
Jenna Marshiano
Juan Filgueiras
Judge Andrew B. Altenburg, Jr.
Judge Eamonn J. O'Hagan
Judge Jerrold N. Poslusny, Jr.
Judge John K. Sherwood
Judge Mark E. Hall
Judge Michael B. Kaplan
Judge Stacey L. Meisel
Judge Vincent F. Papalia
Kathleen Ryan
Kevin Holden
Krista Shaheen
Linda Brakel
Lucas Baker
Maria Figueria
Michael Brown
Michael Tedesco
Michelle Fogleman
Natalie Greenspan
Ntorian Pappas
Ohanna Fernandes
Rachel Stillwell
Rebecca A. Earl
Shefali Kotta

Suzanne Sweeney
Travis Graga
Wendy Quiles
Zelda Haywood

Bankruptcy Professionals

Cole Schotz P.C.
Rothschild & Co.
Alvarez & Marsal Holdings, LLC
Kroll Restructuring Administration, LLC

Banks/Lenders/UCC Lien Parties/Administrative Agents

Birch Grove Investments LLC
FaraNord (US) IV Pte Ltd.
JPMorgan Chase & Co
Oppenheimer & Co. Inc.
Third Point Capital

Debtors

FreshRealm Holdings, Inc.
FreshRealm HR, LLC
FreshRealm, Inc.
IHEC LLC

Directors/Officers

Eva Jakubowska
Martyn Tuthill
Michael Lippold
Michelle Richard

Insurance

AIG
Axis
Berkley Insurance
Chubb Group of Insurance Co
CRC Group
Crum & Forster
Dual Insurance
Endurance
First Insurance Funding Corporation
General Star
Great American Insurance Group
Lloyd's of London
Munich Reinsurance Company
Old Republic
RLI Insurance

RSUI Group
Starr Insurance
Swiss Re Group
Travelers
Upland
Woodruff Sawyer

Joint Venture Partners

TKO Group Holdings
Zuffa, LLC

Landlords

302 Airport Drive, LLC
40-42 Jackson Drive, LLC
Blue Apron, LLC
Caito Foods, LLC
Cipriani USA
Cushman & Wakefield
Diamond Realty 1 LLC
Dreisbach Enterprises, Inc
Dreisbach Enterprises, Inc.
FHF | Stoneridge, LLC
King City, LLC
LBA Properties
Longpoint Partners
Prism Partners
Prologis
Provender Partners
Scout Cold Storage Lancaster, LP
Scout Cold Storage, LP

Ordinary Course Professionals

Polsinelli Law Firm

Significant Equity Holders

Birch Grove Investments LLC
FaraNord (US) III Pte Ltd.
Gamstar (US) IX Pte, Ltd.
Swiss Capital Co-Investments Private Offshore SP

U.S. Trustee Office Personnel

Adela Alfaro
Angeliza Ortiz-Ng
Daniel C. Kropiewnicki
David Gerardi

Fran B. Steele
Francyne D. Arendas
Ivy Cones
James Stives
Jeffrey Sponder
Kirsten K. Ardelean
Lauren Bielskie
Martha Hildebrandt
Michael Artis
Rachel Wolf
Robert J. Schneider, Jr.
Samantha Lieb
Savanna Cruz
Tia Green
Tina L. Oppelt
William J. Ziemer

Vendors

1329729 Ontario Inc
1Password
1WorldSync, Inc.
3 Little Pigs LLC
302 Airport Dr LLC
360 Freight Solutions LLC
4imprint, Inc
A & Z Trucking Inc
A&A Pallet Repair Co
A. Fodera & Son, Inc.
A3K Imports
AB World Foods US Inc
Abe's Vegan Muffins
Abraham Technical Services, Inc.
Abramson, Levin, Gindi, LLP. Client Trust Account
Acadia.io LLC
Achatz Handmade Pie Co
Achieve IT Solutions
Acme Press, Inc.
Acme Smoked Fish
Action Scale
Actual Veggies Inc.
Ada Valley Meat Co
Adobe Inc
ADP Manual Checks
ADT Commercial LLC
ADT Protection 1 - TX
AgileBits Inc.

Agostino Foods
AH HA Services
Airgas USA, LLC
Airgas; Inc
Albertsons Companies, Inc
Alchemy Systems, LP
Alhambra
All Fill Inc
Allied Electronics, Inc.
Allied Equipment Service Corp
Allied Food Safety; LLC
Allied Propane Service, Inc.
Allied Universal Security Services
Allmark Door Company, LLC
Alpha Chemical Services INC
AlphaSense Inc
Altar Produce, LLC
alterDomus (US) LLC
Altona Custom Metals LLC
Alvarez & Marsal Holdings, LLC
Amazon Marketplace
Amazon Web Services
Amcor Flexibles North America, Inc.
Amcor Packaging (USA), Inc.
Ameri-Asian Trading Development, Inc
American Food & Vending Corp
American Packaging Capital Inc
American Produce and Repack
American Roland Food, LLC
Americold Logistics, LLC
Amerigas Propane LP
AMERI-GREEN ENVIRONMENTAL RECYCLING LLC
Amerisan LLC
Amex
Amur Equipment Finance, Inc.
Anchor Ingredients Co
AP Professionals of Rochester LLC
APCO Worldwide LLC
APEX Financial Options LLC
Apolis
Aquera, Inc.
Arbon Equipment Corporation
ArcBest II, Inc.
Ark Foods
Ark Foods Group, Inc.
Arma Container Corp

Armanino Foods of Distinction Inc
Arrive Logistics
ARTHUR SCHUMAN INC
AS Birch Grove LP
ASA Vending
Ascentium Capital LLC
Associated Material Handling Industries, Inc
Astral Insights
AT&T
Atalanta Corporation
Atmos Energy
Atoria's Baking Company
AuerPak
Auger Fabrication
Australis Aquaculture
Automatic Suppression and Alarm System Inc
AutomationSolutions, Inc
Auvik US Inc.
Avalara
AxleHire Inc
B&G Industrial Repairs
B2B Industrial Packaging LLC
Babe Farms Specialties, Inc.
Bagelista LLC
Bailey Fence Company Inc.
Baked By Melissa LLC
Balboa Capital Corp
Baldor Specialty Foods Inc
Baloian Farms
Barcodes Inc.
Bay Alarm
Bay Area Herbs & Specialties
Bay Baby Produce, Inc
Baycap LLC
BBi Logistics, LLC
Beachside Produce LLC
Bear Communications, Inc
Beef America International
Bel Gioioso Cheese
Bell Container Corp
Belt Power LLC
Bengard Ranch, Inc.
Berber Food Manufacturing
Berkley International, LLC
Berti Produce
BEST EQUIPMENT AND WELDING CO INC

Better Bean
BeyondTrust Corporation
Biagini Waste Reduction Systems, inc.
Big Joe California North Inc
Big Joe Handling Systems
Big Leo Productions, LLC
BigDog Network Cabling LLC
Bistro MD Intermediate Holdings, Inc
Blake & Pendleton Inc.
Blazeland LLC
BLEJWAS ASSOCIATES INC.
Bloomberg Industry Group Inc.
Blue Apron, LLC
Blue Bridge Financial Inc
Blue Keene Advisory Group, LLC
Blue Shield of California
Blue Sky Mining Partners
BM2 Freight Services, Inc.
Bogush Inc
Bortek Industries, Inc
Bovie Lock & Key
Brakebush Brothers Inc
Brandt Farms Inc
Bravis Marketing Agency
Bristlecone Incorporated
Brookaire Company, LLC
Brooke Farms
Brooklyn Delhi LLC
BSM Partners
Building Security Services, Inc.
Bureau Veritas Certification NA, Inc
Butch's Best LLC
Butterball Farms, Inc.
C&J Pallet Co
C&L Logistics LLC
Cafe Spice LLC
Calabro Cheese Corporation
Calavo Growers Inc
California Dept. of Public Health
California Fire Protection and Backflow Inc
California Pallets Inc
CALIFORNIA PUMPING & SANITATION INC
California Sweepers and Scrubbers Inc.
Calitho
Calle Avanzado LPIV 7 LLC
Canon Financial Services Inc

CAPGEMINI AMERICA INC
Capri & Associates, Inc.
Cargo Solutions
Carolina Handling LLC
Carta Inc
Caruso Trucking LLC
Castle Importing Inc
CDL Last Mile Solutions
CDW.COM
Cento Fine Foods, Inc.
Cerelia USA Bakery, Inc
Ceridian HCM, Inc
Certified Laboratories
CH Robinson
Challenge Dairy Products, Inc
Channel Islands Farm Inc.
Charles Piper
Charter Next Generation Inc.
Cheese Merchants of America, LLC.
Chef LMT Foods LLC
Chubb & Son, Inc
Chubby Snacks Inc.
Chum Fruit Snacks USA, Inc.
Chung Jung One
Cigna Health and Life Insurance Company
Cintas Corp.
Cintas Fire Protection
Circle Logistics Inc
CISION US INC
City of Montezuma
City of San Clemente
City of Tracy
Clapsell, Inc.
Clear Lam Packaging, Inc.
Cleveland Kitchen
CloudAnalytics LLC
CM Process Solutions LLC
CO2 Partners LLC
Coast Tropical
Coastal Sunbelt Produce LLC
Coating Painting Waterproofing Inc.
Cochran Cousins
Coffee and Breakroom Solutions, LLC
Coffee Lovers Coffee Service, Inc.
COGNEX CORPORATION
Cold Storage Construction Services, Inc

Cold Storage Manufacturing, Inc
COLD TECH REFRIGERATION SERVICES INC
Coldkeepers LLC
Cole Schotz P.C.
Colorado Premium Foo
Colt Recycling Solutions LLC
Colussi AWS, Inc.
Combi Packaging Systems LLC
Community Waste Disposal L.P.
Company Coffee Shop
ComResource; INC
Concentric LLC
Connecticut Container Corp
Connor Group Global Services, LLC
Conopco, Inc
Constellation TX
Contra Costa County Tax Collector
Coppola Services, Inc.
Core Personnel Staffing Services
Corporate Counseling Associates, Inc
Corporation Business Tax
Corporation Service Company
Country Sweet Produce
County of Orange
CR&R Inc
Creative Packaging Company
Creform Corporation
Creminelli Fine Meats LLC
CREPINI FOODS, LLC
Cre-Provender Indianapolis LLC
Crescent Specialty Foods LLC
Criterion Automation Inc
Crown Castle Fiber LLC.
Crown Castle International Group
Crown I Enterprises, Inc
Cryopak Inc
CSC Leasing Co.
CSI Environmental, Inc
CT Corporation System
Cuisine Solutions Inc
Culligan Ultra Pure
Cultures Gen V Inc.
Cushing and Company
Custom Culinary Inc.
Custom Foods of America Inc.
Custom Pallet Recycling; LLC

CV Resources Inc
Cyrils Foods Company
D&H Marketing Group Inc
Daesang America, Inc.
Dallas County Tax Office
Dallas Utilities And Services
Damascus Bakery OPCO, LLC
Damotech Corp
Daniel Giorsis
Daniele International LLC
Daring Foods
D'Arrigo Bros Co. of CA
Darron B. Robinson
DAT Solutions, LLC
Datassential, Inc
David Mosner Inc
Davis Wright Tremaine LLP
Dayforce US, Inc
De Angelis USA Corp
De Lage Landen Financial Inc
DEEM, LLC
Deiorio Foods Inc
Del Monte Foods Inc
Deli Star Corporation
Dell Financial Services LLC
Deloitte
DELTA DENTAL OF CALIFORNIA
Delta Trak
DGA Security Systems Inc
Diagraph Marking and Coding
Dickinson Frozen Foods, Inc
DIESTEL TURKEY RANCH
DirectEmployers Association, Inc
Discoount Office Services, Inc.
Diversified Direct Trading LLC
DM Trans, LLC
DocuSign
Donnelley Financial, LLC
DOS Project LLC
DOT Foods, Inc
Downey Vendors Coffee Service
Dreisbach Enterprises Inc.
Drobach Equipment Rental Co.,Inc.
DS Services of America, Inc.
Duff & Phelps Holding Corp
Dulcich, Inc

Dun & Bradstreet
Dynasty Farms, Inc.
Eagle Flexible Packaging, Inc.
EAN SERVICES; LLC
EarthFresh LLC
Echo Global Logistics Inc.
Echo Lake Foods, Inc
ECI
ECI Software Solutions, Inc
Ecolab Pest Elimination
Edgeboro International, Inc.
Edgeium, Inc
Edison Lock and Door, Inc
EFFI Finance, Inc
Egunsí Foods
Elberta Logistics International LLC
Elevated Resources, Inc.
Elite Spice Inc.
Elizabethtown Gas
Ellsworth Cooperative Creamery
Emmi Roth USA Inc
Empirical Packaging Solutions LLC
Encore Dey Labs, LLC
Encore Fire Protection
Encore Holdings, LLC
Encore Specialty Foods
EnSight Solutions
Environmental.com LLC
Envoy, Inc
ePallet
Epicerie de France Corp
Epicurean Butter Company Inc
Equator Design, Inc.
Equifax Inc
Equipment Finance Group, LLC
Equipment Resources Corporation
ERP Integrated Solutions, LLC
ESHA Research; Inc
Esti Foods
ETC Companies
Europena Inc
Evergreen Location Strategies LLC
Everon, LLC
Everson Spice Company Inc
Evolv Technologies Inc.
Evolv Technology

Exim Engineering, Inc
Explain My Benefits LLC
Extra Space Storage
Extreme Digital Graphics, Inc
Exxon Mobil Fleet
E-Z Edge
F&S Fresh Food
F&S Produce Company Inc
Farm Direct Supply, LLC
FCC Environmental Services, LLC
FedEx
Felicia Bivens
Fermented Foods Holdings, Inc.
FFE Transportation Service, Inc
FHF I Stoneridge LLC
Fidelity Funding Services, LLC
Fidelity Paper & Supply Corp
FIDELITY SECURITY LIFE INSURANCE CO
Field Fresh Foods, Inc
Finerfox Media LLC
FinQuery, LLC
Fiore Di Pasta, Inc
Fire Protection Services, LLC
First Insurance Funding, Inc
First Order Impact Inc
First-Citizens Bank & Trust Company
Fit for Work, LLC
Five Crowns Inc.
Five Crowns Marketing
Five Star Food Service, Inc
Flagship Logistics Group
Fleishman-Hillard Inc
FloQast, Inc
Foglight Entertainment LLC
Food Microbiological Laboratories Inc.
Food Safety Net Services, LTD
Food Service Specialties
FoodMatch Inc.
Foods Home Food Services of PA, Inc.
Franchise Tax Board
Frank Donio, Inc
Frank Gargiulo & Son Inc
Frantri Industrial LLC
Fredrikson & Byron P.A.
Freeman Mathis & Gary, LLP
FreshDirect

Freshly Organic LLC
Frieda's LLC
Frontify AG
Frozen Food Express
Furmanos Foods, Inc.
FW Logistics, Inc
G Technology Inc.
Gabriel A. Jimenez
General Produce Distribution Co, LLC
Georgia Dept. of Revenue
Georgia Natural Gas
GIX Logistics, Inc.
GKS Packaging
GLASSLINE CORPORATION
GLK Sauerkraut, LLC
Global Industrial
Global Protein Group
Globalmex International Inc.
Gluten Intolerance Group of North America
Gold Coast Packing, Inc.
Goldstein & Burton Inc.
Google LLC
Gordon & Rees LLP
Gordon Brothers Holding II, LLC
Gourmet Foods
Goya
Grainger, Inc
Grand Prairie Foods, Inc
Grant Thornton LLP
Great Eastern Sun
Great West Produce Company Inc.
Grecian Delight Foods, Inc
Green Irony, LLC
Greenfield Fresh, Inc.
Greenhouse Software, Inc
Griffco Design/Build, Inc.
Grubmarket Inc.
GS1 US; Inc.
Guidepath Consulting, Inc.
Gulf States Plumbing & Mechanical, Inc
H2M Associates, Inc.
Haliburton International Foods Inc
Hana Freight Services LLC
Hanover Foods Corporation - 3202
Happy Egg Co.
Harbringer Group, LLC

Hardie's Fresh Foods
Harpak-ULMA Packaging LLC
Harris Dock Equipment
Harvest Food Group
Haug Quality Equipment, Inc
Haystack Team, Inc.
Healthequity, Inc.
Heat and Control, Inc
Hensall Foods Inc
Hillside Harvest, LLC
HireRight GIS Intermediate Corp, Inc.
Hofseth, LLC
Hollandia Produce LLC
Holt Lunsford
Holthouse Carlin & Van Trigt LLP
Home Food Service of PA, Inc
Hormel Food Sales LLC
Hormel Foods Corporation
Hudson Intelligence LLC
Hughes Environmental Engineering
Hughes Network Systems
Hunter Durant
Huntington Financial Corp.
HybridValley, Inc
Hydr8 LLC
HYG Financial Services, Inc.
Hygiena LLC
Hy-Tek Intralogistics
Hy-Tek Material Handling, LLC
Hyve Media Group, INC
I Love Produce, LLC
i2r Packaging Solutions, Inc.
i-Automation
iCrest International LLC
ICW Group
ID Technology Inc.
IEH Laboratories and Consulting Group
IFCO Systems US LLC
IGY6 Construction
IHG Mechanical Holdings LLC
Illinois Tool Works, Inc,
Impossible Foods Inc.
In Time Tec, LLC
INACOMP TECHNICAL SERVICES GROUP, LLC
Indiana Economic Development Corporation
Indiana Oxygen Company Inc

Indiana Standards Laboratory
Indianapolis Fruit Company LLC
Infios US, Inc
Ingersoll Rand Company
Innovative Refrigeration Systems, Inc.
Integra Global Solutions Corp.
Integrated Power Services LLC
Intellectrace, Inc.
Intelligrated Systems, LLC
InterAction 24 LLC
InterCool
International Financial Services Corporation
International Fresh Produce Association
Intuit
IPS Packaging
Iris Group Holdings LLC
Iron Horse Power Services, LLC
Iron Mountain Inc
J. Trinidad Enriquez
J.J. Keller & Associates; Inc.
J.T. McKinney Co. Inc
Jackson Oil and Solvents; Inc
Jacob Massey
Jacquet North America Corp.
Jain Farm Fresh Foods, Inc
Jamac Frozen Food Corporation
JAMF Holdings, Inc. & Subsidiaries
Jamison Door Company
JD Machinery Moving And Rigging, LLC
JDR Doors and Electrical LLC
Jeffrey M Bovie
JES Foods Celina, Inc.
Jitsu, Inc
JLS Express
Jobot
John Luke Laube
John Soules Foods Inc
John Vena Inc
Johnson Foods Inc
Jones Dairy Farm
Jones Day
Jorgensen Company
Joshua J Withers
JP Graphics
JSL Foods; Inc
JT Construction

Justin Garcia
Justin M Miller
Justus Brokerage, LLC
Kagome Inc
Kaiser Foundation Health Plan, Inc.
Kaolin Mushroom Farms, Inc.
Karomi Inc.
Kayla Marie Roche
KC Colorado Premium Purchaser Inc
Kelly Schon
Kemco Systems Co, LLC
Ken Catchot
Kendra Aronson Creative Studio Inc
Kenneth E. Jones
Kern Ridge Growers LLC
Kesco Freight Systems, Inc
Kesluk, Silverstein, Jacob & Morrison, P.C.
Kewpie Americas, Inc
Keyence Corporation of America
Killer Brownie Ltd
King & Siegel LLP IOLTA Account
King Solutions
King's Command Foods (2022), LLC
Kinsel Accountancy Corporation
Kirkland & Ellis LLP
Koch Enterprises Inc
Koch Foods, Inc
Koko Products LLC
Kontos Foods
Koorsen Fire & Security, Inc.
KP Staffing
KPrime Technologies
Kraft Power Corporation
Kramer Levin Neftalis & Frankel LLP
KRMA Foods LLC
Kronos Food Corp - 3459
Krystle Barnes
LA Foods, LLC
La Pasta Inc
La Superior Tortillas, Inc.
La Tourangelle Inc
Labelsdirect.com
LaFrieda Meat, Inc
Lamex Food Inc.
Landauer, Inc
Landover Cooling Tower Service, Inc

Landsberg Orora
Landstar Ranger, Inc
Lasership Inc
Latitude 36 Foods LLC
LAZER LOGISTICS
LAZER SPOT, INC
LBA LVF IX Aggregator, LLC
Leadership Resources and Consulting, LLC
LEAF Financial, Inc
Lee Kum Kee (USA) Inc.
Legacy Business Solutions, LLC
Legacy Foods MFG LLC
Les Viandes Du Breton Inc.
LIDD Consultants Inc.
Light & Miller, LLP
Lighthouse Services LLC
Limble Solutions, Inc
Linde Gas & Equipment Inc.
Lineage Logistics Holdings, LLC
LinkedIn
LinkSquares
Lipman Family Farms - CA
Lipman Produce
Litehouse, Inc.
LMC Foods LLC
Local Bounti Corporation
Local World Inc
Lodestar Consulting, LLC
Loma Systems Division of ITW
Lont & Overkamp Publishing Co, Inc.
Lopaus Point LLC
Lucid Software Inc
Lumen Technologies, Inc.
Luramiles, LLC
Lyneer Staffing Solutions CA
M.C.I. Foods, Inc.
M.V. SILVERI & SONS, INC.
m2 Equipment Finance LLC
Macon County Tax Commissioner
Madison Chemical Co Inc.
Magic Sun Farms
Mama O Kimchi
MamaMia Produce LLC
Manchester Leasing Services, Inc.
Manchester/Jim Pattison Leasing
Manco Logistics Corp

Manzo Food Sales, Inc
Maple Leaf Farms
Maranatha Enterprises, Inc.
Marie Chu
Marion County Treasurer
Markem-Imaje Corporation
Mars Food US LLC
Marsh & McLennan Agency, LLC
Mary Elizabeth Lowell
Mary Lagier Photography LLC
Mary Ukpog
Marzetti
Massey's Concrete Coatings
Mastersons Food & Drink, Inc
Mastronardi Produce Limited
Maurice A Auerbach Inc
MAURO & SLIWAK DISTRIBUTORS
MC Fire Protection, Inc.
McDermott Will & Schulte LLP
McGriff, a MMA LLC Company
Mckaskle Family Farm, LLC
Mckinney Trailer Rentals
McLane Foodservice Inc
McLeod & Dewey
Mcmaster-Carr
MDA Distributing, LLC
Medius Software Inc
MegaCorp Logistics LLC
Meridian Equipment Finance LLC
Meridian Food Services Incorporated
Merieux NutriScience
Meritech Systems LLC
Metal Supermarkets Indianapolis East
Metlife Legal Plans, Inc.
Metro Fire & Safety Equipment Company
Metro One Loss Prevention Group (Guard Division NY) Inc
MGH Gourmet
Mi Rancho
Michael Ernst P.E.,P.A.
Michelle Sandy
Midland Paper Company
Midwest Industrial Rubber, Inc.
Mighty Picnic
Mikes Hot Honey Inc
Miller & Chitty Company, Inc.
Miner LTD

Minkus Family Farms, Inc.
Minuteman Press
MIR Inc
Misionero
Mission Driven Foods
Mission Driven Meat and Seafood
Mission Produce, Inc.
MITSUBISHI ELECTRIC US INC.
Mitsubishi HC Capital America, Inc
MMM Consumer Brands
Mobile Communications America Inc
Mobile Mini
Mocon Inc.
Modern Express Courier
Molecular Epidemiology, Inc.
Momentum Commercial Funding LLC
Monday.com, Inc.
Monmouth Controls & Instrument Co. Inc
Monterey Mushrooms, Inc.
Mooney General Paper Company, LLC a BradyPlus Company
Mosaic Foods, Inc
Mosner Family Brands
MOTION AI
Motion Industries Inc
MP Global Products, LLC
Mrs. Gooch's Natural Food Markets, Inc.
Myriad360, LLC
Nash Produce LLC
Nates Fine Foods
National Car Rental
National Registered Agents; Inc
National Shield Private Security LLC
Nationwide
Nature Fresh Farm Sales Inc.
Naturipe Avocado Farms LLC
Naturipe Value Added Fresh LLC
Navan, Inc.
Navia Benefit Solutions, Inc
Navitas Credit Corp
Neighbors LLC
Neogen Corporation
Nestle USA, Inc
New Jersey American Water
New Jersey Corporation Tax
New Jersey Door Works
New Urban Investments LLC

New York Ravioli & Pasta Co., Inc.
New York Shuk LLC
NewLane Finance Company
Newport Ingredients LLC
Newpro Distribution LLC
Next Generation Foods
NextGen Equipment Finance, LLC
Nippon Industries Inc
Nippon Shokken
Nitel, LLC
NJ Malin & Associates LLC
NOKA, LLC
Noordzee International USA
Noordzee USA LLC
Nordic Ice
Nordic Sensors Ind. Inc.
Nordic Waffles Inc.
North Country Smoke House
Northeast Series of Lockton Companies, LLC
Northwell Flexstaff, Inc.
NSF International Holdings
NSP Quality Meats
Nu Products Seasoning Company
Numatic Engineering
NuSpice
NVIRO SERVE
NY Shuk
Oakland Pallet Co.,Inc.
Occupational Health Centers of NJ, P.A.
Ocean Enterprises, LLC
Ocean Mist Farms
Ocean World Ventures, LLC
Oh Snap! Pickling, LLC
Olympic Fruit and Vegetable
On Target Staffing LLC
OnCall Towing, LLC.
One Logistics Network, LLC
OnTrac Logistics, Inc.
OpenSesame Inc
OpSense, Inc.
Oracle America, Inc.
Orange County Fire Authority
Orange County Treasurer - Tax Collector
Orca Bay Foods LLC
Oregon Fruit Company
OrgChart, LLC

Orkin
Osano Inc
Otafuku Foods Inc
Otis Elevator Company
OverComer Catering and Events LLC
Overseas Food Trading LTD
Pacific Cheese Co. Inc
Pacific Express Pallets Recycle, Inc
Pacific Heartland LLC
Pacific Seafood Group
Pacific Southwest Container, LLC
Pacific Tomato Growers LTD
Pack n Fresh
Pak West
Panos Brands LLC
Panos Intermediate Holdings, LLC
Paperfoam b.v.
Paradise Fruit & Vegetables, LP
Paradise Produce
Paris Delice LLC
Partners Personnel Management Services, LLC
Pat LaFrieda Meat Purveyors
Patriot Pickle Inc
PAYCARGO Annual User Subscription Fee Payment
Payscale, Inc.
Pcdata, Inc
PEAC Solutions. Marlin Leasing Corporation
Peanut Butter & Co
Pearl Electric Inc
Pearl River Pastry LLC
Pedrito Bathan
Peerless Network, Inc.
Pelton Shepherd Industries Inc.
Pennrose Farms LLC
Penske Logistics, LLC
Perfect Earth LLC
Performance Foodservice - Metro NY
Peri & Sons Farms, Inc.
Permadur Industries Inc.
PG&E
Philip M. Casciano Associates, Inc.
Phillips Mushroom Farms LP
Philpott PR Solutions LLC
Phoenix Graphics Inc.
Piedmont National
Pier Fish

PitchBook Data, Inc.
Pitney Bowes Bank, Inc. (Purchase Power)
Pitney Bowes Global Financial Services
Pivotal Optics
PK Welding, LLC
PL Cold, Inc
Plenus Group, Inc
PLM Trailer Leasing
Pocino Foods
Polsinelli PC
Polyfirst Packaging, Inc. (A division of ProAmpac)
Popham Mechanical Contractors Inc.
Portables360, LLC
Portland Plant Foods Inc
Poshi LLC
Pratt Corrugated Holdings, Inc
Pratt Industries
Pratt Retail Specialities
Pratt Retail Specialties, LLC
Precision Electric Motor Works Inc
Precision Scale Co., Inc.
Preferred Business Systems, Inc.
Preferred Packaging
Premedics Systems LLC
Premier Produce Services LLC
Premier Trailer Leasing Inc
Premier Waste Services L
Pressed Juicery, Inc
Presty
PricewaterhouseCoopers LLP
Primaveral Food USA
Prime Packaging, LLC
Primo Number One In Produce, Inc.
Principal Financial Life Insurance Company
Pro Mach Inc.
PRO PACK SOLUTIONS, INC.
Produce Alliance, LLC
Project Integration, Inc.
Prolift
Prologis Energy LLC
Prologis LP
Prologis Management LLC Tracy Landlord
Propaganda3, Inc
Proseal America Inc.
Prosegur Services Group, Inc
Protek Cargo

Protolan Ltd
Protos Security
PSEG
Public Sewer Service
Publix Super Markets
Pure Hothouse Foods, Inc.
Pure Water Partners, LLC
Pye Barker Fire & Safety LLC
Q&B Foods Inc
Quality Industry Repair
Queen of the Beehive
Quincy Compressor LLC
R&S Erection of Richmond, Inc.
R&S Erection Tri-County INC
Raaka Chocolate, Inc
Radcomm1, Inc.
Radwell International, Inc.
Ralston Family Farms, LLC
Rastelli Brothers, Inc.
Rastelli Food Group
Ratto Bros
Raymond Handling Concepts Corporation
Raymond Leasing Corporation
Raymond of New Jersey, LLC
Raymond West Intralogistics Solutions
Recipe 33, Inc
Red Chamber Co
Red Velvet NYC
Red Velvet XOXO, LLC
Redline Solutions, Inc
Redzone Production Systems
Refrigeration Solutions, LLC
Refrigiwear Inc
Remarkable Foods Kitchens, LLC
Remedy Organics
Renewal Mill, PBC
Rentokil
Republic Services, Inc.
RESERS FINE FOODS INC.
Resolve Consulting, Inc.
Rhee Bros., Inc.
Rich Holdings Inc.
Rich Products Corporation
Richards, Layton & Finger, P.A.
Ricoh USA; Inc
Right Company LLC

Risc Point Partners LLC
Risso & Associates
Rite Hite Corp LLC
Riveron Consulting, LLC
RJT Compquest
RK Environmental Services
RMKG LLC
Roadly Logistics LLC
Robert Half, Inc
Robertas Frozen Pizza
Rochester Midland Corporation
Roma Harvest International Ministries, Inc
Romeros Foods Products
Rotisystems Inc.
Roto Rooter Services Company
Rouge River Farm, Inc.
Royal Fresh Cuts, Inc
RR Donnelley
RS Americas Inc.
Rudy's Commercial Refrigeration
Ruiz Renovations LLC
Ryder
S. Katzman Produce
Sabatino North America, LLC
Sabert
Safety 101
SafetyChain Software
SalesForce
Salt of the Earth Bakery
San Diego Gas & Electric
San Joaquin County Treasurer-Tax Collector
Sanjay Pallets Inc
Santa Margarita Water District
SAP America, Inc
Sara Lee
Sargento Foods Inc
Sartori Company
Savory Creations International, Inc
Scale Analytics, LLC
Schaible's Plumbing & Heating Inc.
Schaller Manufacturing Corp
SciCo Supply LLC
Scotlynn USA Division, Inc
Scout Cold Storage Lancaster, LP
SCOVE LLC
SCS Consulting Service

SCS Global Services
Sea Box, Inc.
Seal Rock Group, LLC
Sealed Air Corporation
Security Signal Devices
Seenergy Foods Limited
Segrera Associates Inc
Self Opportunity Inc
Sensitech, Inc.
Seraph Associates, LP
Service Master A Plus Clean
Servicemaster A Plus Restoration
Set-Rite Corp
Severino Pasta
Sevillo Fine Foods, Inc
Sfoglini
SH Technical Services, Inc.
ShadowRock Consulting LLC
Shane Thomas
Sherwin-Williams
SHI International Corp.
Shine Eletrical Group, LTD
ShipERP
Shoes For Crews LLC
Shore Systems, Inc.
Sidney Lee Welding Supply Inc.
Sigma Equipment Inc
Silke Communications Solutions, Inc.
Simple Solutions & Innovations Inc
SIMPLi
Simply Delivery LLC
Simpson Thacher & Bartlett LLP
Sine Group Pty Ltd
Single Source Security
Sissco Hoist
Six Rivers Electrical Contracting
Slayton Search Partners Inc.
Slopeside Syrup
Smartling Inc
Smith Corona Labels & Ribbons
Smith Packing Inc.
Sno Pac Foods Inc
So Calif Gas
Soco Systems, Inc
Softserve
Sonoco Elk Grove Inc

Soom Foods, LLC
Soulful Nutrition Inc
South Georgia Spray Foam Insulation
South Mill Mushroom Sales
Southeast Produce Council, Inc.
Southeastern Overhead & Garage Door
Southern Champion Tray; LP
Southern Valley Fruit & Vegetable, Inc
Southwind Foods LLC
Sparks Group
Spectrum - Charter Communications
SPG Vending Solutions Inc
Spiceology Inc
Spicewalla, LLC
Spielberger Law Group LLC
Splendid Spoon Inc
SPS Commerce, Inc.
SSD Alarm
Staff Management Group
Stampede Culinary Partners, Inc
Stampede Meat, Inc.
Standard Meat Company, LLC
Staples Advantage
Starpoint Protective Services LLC
State of Delaware
State of New Jersey
STEADFAST DOOR SERVICE INC
Stellar Industrial Solutions, Inc.
Stephen Gould Corporation
Stericycle, Inc.
Sterling Infosystem, Inc
Stir Foods LLC
StonCor Group, Inc.
Storytelling with Data LLC
Stout Intermediate Holdings, LP
StrategiQ Commerce LLC
Strauss Brands LLC
Stretch Wrap Systems, LLC
Suitebriar Inc
Sun Chemical Corporation
Sun Noodle New Jersey, LLC
Sunbelt Rentals, Inc.
SunLeaf Foods
Sunteck Transport Co Inc.
SupplyOne Plastics, Inc.
Sweet Nothings Inc.

SWS Packaging
Sycamore Sales, Inc.
Syracuse Food Group, LLC
Syracuse's Sausage Company
Sysco
System Scale Corporation
Tampico Spice Co
Tarazi Specialty Foods, LLC
Tariq Usmani
TeamViewer
Tech Precision Machinery, Inc.
Techniclean Products, Inc.
Temperatsure LLC
TemperPack
TemperPak Technologies Inc.
Tennant Sales & Service Company
TERRANOVA CONTRACTORS LLC
The Butcher Block
The Essential Baking Company
The Garlic Company
The Happy Group Inc
The Indian Milk & Honey Co.
The Infusion Group LLC
The Jam Stand LLC
The Leadership Boutique, LLC
The Linden Roselle Sewerage Authority
The Mushroom Company
The Produce Company
The Produce Exchange Incorporated
The Prudential Insurance Company of America
The Spartan Security Group
The Thomas Colace Company Inc
Theory Law APC
THERMAL TREK INC
Thermoworks, Inc.
Thomas Foods International
Thomas Mushroom and Specialty Produce Inc
Thompson Safety LLC
Three Little Pigs / Village Gourmet
Tiffany Gate Foods
Toppan Thermoformed Packaging Inc.
Tosca Limited
Tosca Services; LLC
Toshiba Business Solutions
Toshiba Financial Services
Total Quality Logistics LLC

Toyota Commercial Finance
Toyota Material Handling Midwest
TQL
Tracegains, Inc
Trane U.S. Inc.
Transloop Logistics LLC
Treasurer, State of New Jersey
Treehouse California Almonds, LLC
Triangle Package Machinery
Tribeca Ovens, Inc.
Trident Seafood Corp
Triple R Waste Salvage Company
Trow Forge Technical Sales LLC
True Made Foods, Inc.
True North Seafood Inc
True Scoops
True Spice Co
Tucson Tamale Wholesale Company
Tuscany Cheese LLC
Twingate, Inc
Two Way Direct, Inc
Tynan Equipment Company
U.S. Trading Company
Uline
UNFI - NJ
Unicorr Packaging Group
Unified Air Industries Corp.
Unifiller Systems Inc
Unilever NA Foodsolutions
Union Jack Tools
Uniquis Consultech Inc
Uni-Systems Inc
United Delivery Service
United States Treasury
Universal Protection Service, LP
Upper Crust Enterprises, Inc.
Urner Barry Publications Inc
Urschel Laboratories Inc
US Foods
usCalibration Incorporated
USDA-Food Safety & Inspection Svc
Utility Telecom Group LLC
Vaisala Inc.
Val Betti Plumbing
Van Drunen Farms
Veho Tech Inc

Vena Solutions USA Inc
Vendo Connect Inc.
Vericore Packaging
Veritiv Operating Company
Verizon Wireless
Vertullo Imports, LLC
Vestis Services, LLC f/k/a Aramark Uniform & Career Apparel, LLC
VGC; LLP
Vice Produce Exchange LLC
VideoJet Technologies, Inc.
Vigo Importing Company, Inc
Viking Masek Global Packaging Technologies
Viking Packaging Technologies, Inc
Vision33; Inc
Vision360 partners
Vital Farms, Inc.
Vortex Industries, LLC
Wada Farms Marketing Group, LLC
Wade Litigation a Professional Corporation
Walter J. Kautz
Waste Management
Watts Equipment
Weber Flavors
Wells Fargo - IN
WELLS FARGO EQUIPMENT FINANCE
West Coast Compressor
WEST PLUMBING INC
Westco FG Corp
Western Exterminator Company
Westernacher & Partner Consulting, Inc.
Westmoreland Sales
WEX Health, Inc
What Chefs Want
White Toque LLC
Whole Fresh Foods
Wiers Farm, Inc.
Wildrose Partners LLC
Wiline Networks, Inc.
Williams Scotsman
Windset Farms
Windstream
Winpak Portion Packaging, Inc.
Wizner Law, PLLC
Wonder Group
Wonton Food Inc.
Woodland Foods LTD

Woodruff Sawyer
World Bioproducts LLC
Worldwide Cargo Inc.
WSFS Bank
Xerox Corporation
Xerox Financial Services
Xweather
Yander Electric LLC
Zaro Bake Shop, Inc
Zdzislaw Keniksmann
Zeco LLC
Zee Company
Zelos Consulting, Inc
Zendesk, Inc.
Zeppelin Electric Inc
Zeyad Mohamed
Zipline Logistics LLC
Zoro Tools Inc

Schedule 2

Client Match List

None.