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Proposed Counsel to the Debtors
and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING THE AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

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

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state the following in support of this motion (the "Motion") for the relief set forth herein. In support of this Motion, the Debtors submit the *Declaration of Bryan Fleming, Chief Financial Officer to the Debtors and Senior Director of Alvarez & Marsal North America, LLC in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"),[2] the *Declaration of Michael Sutter, Director of Rothschild & Co in Support of the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* (the "Sutter Declaration"), and the *Declaration of John Hanson, Managing Director of Alvarez & Marsal North America, LLC in Support of the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* (the "Hanson Declaration" and together with the First Day Declaration and the Sutter Declaration, collectively, the "Declarations"), each filed contemporaneously herewith. In further support of this Motion, the Debtors respectfully state the following:

[2] The First Day Declaration provides detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases. Capitalized terms used but not defined in this Motion have the meaning ascribed to them in the First Day Declaration or the DIP Term Sheet (as defined below), as applicable.

Introduction

1. As described more fully in the First Day Declaration, the Debtors commenced these chapter 11 cases to preserve the value of the Debtors' estates through a comprehensive settlement (the "Blue Apron Settlement") with Blue Apron, LLC ("Blue Apron"), the transition of the Blue Apron business to Misfits Markets, Inc. ("Misfits Market"), and one or more value-maximizing sale transactions for the Debtors' remaining assets. Executing on this strategy, as well as funding ordinary course obligations and the administrative expenses of these chapter 11 cases, requires immediate access to liquidity. Because substantially all of the Debtors' cash and cash equivalents constitute Cash Collateral[3] under the Prepetition Credit Agreements (defined below), section 363(c)(2) of the Bankruptcy Code prohibits the Debtors from accessing their cash on hand absent relief from the Court. In addition, the Debtors entered these chapter 11 cases with approximately $19.4 million in cash on hand, which is well below the minimum liquidity threshold required to operate their business as a going concern in the near term, much less for any meaningful duration of time during these chapter 11 cases. Thus, the Debtors have an immediate and critical need for an infusion of capital—in the form of postpetition financing—as they enter these chapter 11 cases.

2. Given the Debtors' anticipated funding needs, the Debtors and their advisors engaged with the Debtors' Prepetition Lenders in the weeks leading up to these chapter 11 cases

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[3] "Cash Collateral" has the meaning set forth in the Bankruptcy Code:

> Cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estate and an entity other than the estate have an interest and includes the proceeds, products, offspring rents, or profits of property and the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties subject to a security interest as provided in section 552(b) of this title, whether existing before or after the commencement of a case under this title.

11 U.S.C. § 363(a).

to negotiate the terms of consensual use of Cash Collateral and debtor-in-possession financing to ensure a smooth transition into chapter 11. Following good-faith, arm's-length negotiations, on April 27, 2026, the Debtors and the DIP Lenders agreed to a *Summary of Proposed Material Terms and Conditions for a Superpriority Senior Secured Priming Debtor-in-Possession Credit Facility* (the "DIP Term Sheet"), attached to the Interim Order (defined below) as Exhibit B, wherein the DIP Lenders agreed to the consensual use of Cash Collateral and to provide the Debtors with DIP financing necessary to fund these chapter 11 cases.

3. As further described below, the DIP Facility is a superpriority senior secured debtor-in-possession, multiple-draw term loan facility comprised of: (a) a prepetition Protective Advance in the amount of $3 million, which shall be "rolled up" or converted into the new money DIP Facility, (b) $15 million of new money debtor in possession loans, and (c) a "roll-up" of $45 million of prepetition loans in the aggregate, consisting of $27 million of principal amount of Term Loans outstanding under the First Lien Credit Agreement and $18 million of principal amount of Term Loans outstanding under the Second Lien Credit Agreement. In addition, the agreement reflected in the DIP Term Sheet was specifically conditioned on the Debtors obtaining court approval of the Blue Apron Settlement no later than thirty-one (31) days after the Petition Date and an orderly sale process for any remaining assets. Importantly, the transactions contemplated by the DIP Term Sheet provide the Debtors with a clear path to exit chapter 11 while adequately capitalizing the Debtors during the pendency of the chapter 11 cases.

4. Absent access to Cash Collateral and the liquidity infusion provided by the DIP Facility, the Debtors will not have enough cash on hand to continue paying its debts as they come due and will be forced to prioritize and/or delay payments to vendors, which will not only undermine vendor confidence in the Debtors, but also severely jeopardize the Debtors' ability to

continue providing timely and quality services to customers. This new money injection will send a critical signal to customers, vendors, and employees that the Debtors are well capitalized and well positioned to continue to meet obligations in the ordinary course. The DIP Facility also sends a strong, unequivocal message that the Debtors are backed by a committed group of lenders who are committed to pursuit of the Blue Apron Settlement and any value-maximizing transaction(s) with the Debtors for the non-Blue Apron assets. Without immediate access to the DIP Facility, the Debtors would be unable to implement these chapter 11 cases as there would be insufficient capital to fund ongoing operations, including necessary and timely payments to the Debtors' essential vendor and supplier partners, and the administrative costs during these chapter 11 cases, all in accordance with the initial 13-week cash flow projection, a copy of which is attached to the Interim Order (defined below) as Exhibit C (the "Initial DIP Budget"). Accordingly, the Debtors seek authorization to enter into the DIP Facility that will provide the Debtors with New Money DIP Loans of $18 million, $10 million of which will be available upon interim approval of this Motion.

5. The reasons necessitating the Debtors' access to additional liquidity through the DIP Facility are laid out in detail in the Declarations. In summation, the DIP Facility represents the culmination of extensive prepetition negotiations between the Debtors and the DIP Lenders and is the best—***and only***—financing option for the Debtors. As explained in the Sutter Declaration, the DIP Lenders are the only parties who submitted a proposal to the Debtors. Thus, for the reasons set forth in this Motion and in the Declarations, the Debtors believe that approval of the DIP Facility and access to Cash Collateral will maximize the value of the Debtors' estates for the benefit of all stakeholders. It is also a sound exercise of the Debtors' business judgment as it provides for critical liquidity that will support the Debtors while they seek approval of the Blue

Apron Settlement and their transition of the PFA with Blue Apron to a new fulfillment provider, Misfits Market. Accordingly, the Debtors respectfully request that the Court approve the relief requested herein and enter an interim order substantially in the form attached hereto as **Exhibit A** (the "Interim Order") and a final order (the "Final Order," and together with the Interim Order, the "DIP Orders").

Jurisdiction and Venue

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

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

8. The bases for the relief requested herein are sections 105, 361, 362, 363, 364, 365, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rule 4001-3 of the Local Bankruptcy Rules for the District of New Jersey (the "Local Rules").

Background

9. The Debtors are one of the country's leading producers, distributors, and marketers of premium quality, primarily branded, packaged food products, driven by their mission: "Fresh Food to Everyone, Every Day, Everywhere." The Debtors were founded in 2013 and became an

independent company in 2021 to create fresh meal destinations that cater to busy and healthier consumer lifestyles. Their innovative approach to meal delivery and meal programs, strategic milestones, and platform development has positioned the Debtors as leaders in the fresh food supply chain solutions industry.

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

Relief Requested

11. By this Motion, the Debtors seek entry of the DIP Orders:

a. authorizing the Debtors to enter into a DIP Facility in an aggregate principal amount not to exceed the sum of (a) a prepetition protective advance in the amount of $3 million, which shall be "rolled up" as part of the New Money DIP Loans into the DIP Facility, (b) $15 million in commitments for post-petition new money loans, $9 million of which commitments shall be provided by BCG and $6 million of which commitments shall be provided by FaraNord, plus (c) an additional $45 million in aggregate principal amount, equal to the sum of (i) $27 million in aggregate principal amount of the Term Loans outstanding under the First Lien Credit Agreement, which shall be "rolled up" into the DIP Facility and (ii) $18 million in aggregate principal amount of the Term Loans under the Second Lien Credit Agreement, which shall be "rolled up" into the DIP Facility;

b. authorizing the Debtors to enter into and execute a DIP Credit Agreement and the other documents, agreements and instruments delivered pursuant thereto or executed or filed in connection therewith, all as may be reasonably requested by the DIP Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time, and collectively with the DIP Credit Agreement and DIP Term Sheet, the "DIP Documents");[4]

c. authorizing the Debtors to consummate the transactions contemplated by the DIP Documents;

d. authorizing the Debtors to use Prepetition Collateral (as defined in the Interim Order) and Cash Collateral (y) in accordance with the Approved Budget subject to, *inter alia*, the Permitted Variance Test (each, as defined in the Interim Order) set forth in the Interim Order and in the DIP Documents, and (z) to provide working capital for, and for other general corporate purposes of, the Debtors, including for funding the Carve Out (as defined in the Interim Order);

e. granting adequate protection to the Prepetition Lenders (as defined in the Interim Order) to the extent of any Diminution in Value (as defined in the Interim Order) of their interests in the Prepetition Collateral, subject in all cases to the Carve Out;

f. granting the DIP Lenders perfected liens and security interests in all assets (real and personal) arising in favor of the Borrower and the Guarantors that are Debtors, including all of the Debtor's rights in, to and under all policies of insurance, all claims outstanding thereunder and all products and proceeds of such insurance and claims and, including, after entry of the Final Order, all proceeds of claims and causes of action under Chapter 5 of the Bankruptcy Code, with the foregoing subject only to the (x) Prior Senior Liens and (y) the Carve Out;

g. granting superpriority administrative expense claims against each of the Debtors' estates to the DIP Agent DIP Lenders with respect to the DIP Obligations (as defined in the Interim Order) with priority over any and all administrative expenses of any kind or nature, subject and subordinate to the Carve Out on the terms and conditions set forth in the Interim Order and in the DIP Documents;

h. authorizing payment of certain fees and expenses of the DIP Agent and the DIP Lenders (including the reasonable documented fees, costs, and expenses of their respective legal counsel and financial advisor, if any);

i. subject to entry of the Final Order, waiving the Debtors' and the estates' right to surcharge any costs or expenses incurred in connection with the preservation, protection or enhancement of, or realization by, the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties upon the DIP

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[4] As set forth in the DIP Term Sheet, within ten (10) days of the Initial DIP Draw, or at such later date agreed to by the Debtors and the DIP Lenders, the Debtors and the DIP Agent shall enter into a credit agreement and related loan documents in form and substance satisfactory to the DIP Agent and the DIP Lenders.

Collateral or the Prepetition Collateral, pursuant to section 506(c) of the Bankruptcy Code;

j. subject to entry of the Final Order, waiving and agreeing not to assert any claim or right under the "equities of the case" exception under section 552(b) of the Bankruptcy Code against the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties, as applicable with respect to the proceeds, products, rents, issues, or profits of any of their collateral;

k. subject to entry of the Final Order, waiving the equitable doctrine of marshaling or similar doctrine against the DIP Agent, DIP Lenders, and the Prepetition Secured Parties, with respect to the collateral securing the DIP Loans or the Prepetition debt;

l. scheduling a final hearing (the "Final Hearing") to consider the relief requested in the Motion and the entry of the Final Order and approving the form of notice with respect to the Final Hearing; and

m. granting related relief.

Concise Statement Pursuant to Bankruptcy Rule 4001(b) and Local Rule 4001-3

I. Concise Statement regarding the DIP Facility.

12. The below chart contains a summary of the material terms of the proposed DIP Facility, together with references to the applicable sections of the relevant source documents, as required by Bankruptcy Rules 4001(b)(1)(B) and 4001(c)(1)(B) and Local Rule 4001-3.[5]

Bankruptcy Code	Summary of Material Terms
Borrower Bankruptcy Rule 4001(c)(1)(B)	FreshRealm, Inc. (the "Borrower"). *See* DIP Term Sheet, Page 1.
Guarantors Bankruptcy Rule 4001(c)(1)(B)	"Guarantor" shall mean: (i) FreshRealm Holdings, Inc., (ii) IHEC, LLC, and (iii) FreshRealm HR, LLC, and (iv) FreshRealm Texas, LLC. *See* DIP Term Sheet, Page 1.
Agent Bankruptcy Rule 4001(c)(1)(B)	BGC Lender Rep LLC, as administrative agent and collateral agent for the DIP Lenders (the "Agent"). *See* DIP Term Sheet, Page 1.

[5] The summaries contained in this Motion are qualified in their entirety by the provisions of the documents referenced. To the extent anything in this Motion is inconsistent with such documents, the terms of the applicable documents shall control. Capitalized terms used in the following summary chart but not otherwise defined have the meanings ascribed to them in the DIP Term Sheet or the Interim Order, as applicable.

Bankruptcy Code	Summary of Material Terms
DIP Lenders Bankruptcy Rule 4001(c)(1)(B)	Each of (a) Birch Grove Investments LLC and/or one or more of their respective affiliates, related/advised funds and/or managed accounts and/or designees and (b) FaraNord (US) IV Pte Ltd (the "DIP Lenders"). *See* DIP Term Sheet, Page 1.
Reporting Information Bankruptcy Rule 4001(c)(1)(B)	The DIP Facility will include standard and customary conditions that require the Borrower to deliver periodic reporting and information in the form and on a cadence to be agreed upon by the parties. *See* DIP Term Sheet, Page 9.
Term Bankruptcy Rule 4001(b)(l)(B)(iii), 4001(c)(1)(B) Local Rule 4001-3	All DIP Obligations will be due and payable in full in cash on the earliest of: (i) six months after the Petition Date; (ii) if the Final DIP Order has not been entered by the Bankruptcy Court on or before the applicable Milestone, the date of the applicable Milestone; (iv) the date of acceleration of the DIP Loans and the termination of the DIP Lenders' commitments under the DIP Facility pursuant to the terms of the DIP Credit Agreement; (v) the date the Bankruptcy Court orders the conversion of the chapter 11 case of any of the Debtors to a chapter 7 liquidation or the dismissal of the chapter 11 case of any Debtor; (vi) the filing by the Debtors of a proposed chapter 11 plan other than the Acceptable Plan; and (vii) the effective date of an Acceptable Plan. *See* DIP Term Sheet, Page 6.
Commitment Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-3	A debtor-in-possession, multiple-draw term loan facility (the "DIP Facility") in an aggregate principal amount not to exceed the sum of (a) a prepetition protective advance in the amount of $3 million, which shall be "rolled up" into the DIP Facility, of which $1.8 million shall be provided by BGC (the "BGC Protective Advance") and $1.2 million shall be provided by FaraNord (the "FaraNord Protective Advance"; and together with the BGC Protective Advance, the "Protective Advances") and (b) $15 million in commitments (the "Post-Petition New Money DIP Commitments") for post-petition new money loans (the "Post-Petion New Money DIP Loans"; and, together with the Protective Advances, the "New Money DIP Loans"), $9 million of which commitments shall be provided by BCG (the "BCG Post-Petition New Money DIP Loans"; and, together with the BGC Protective Advance, the "BGC New Money DIP Loans") and $6 million of which commitments shall be provided by FaraNord (the "FaraNord Post-Petition New Money DIP Loans"; and, together with the FaraNord Protective Advance, the "FaraNord New Money DIP Loans"). Post-Petition New Money DIP Loans shall, subject to the borrowing conditions set forth in the DIP Term Sheet, in the DIP Credit Agreement (as defined below) and in the applicable DIP Order (as defined below), be made in (i) an initial draw (the "Initial DIP Draw") upon entry of the Interim DIP Order in an aggregate principal amount not to exceed $10,000,000.00, and (ii) an additional draw upon entry of the Final DIP Order in an aggregate amount not to exceed $5,000,000.00. *See* DIP Term Sheet, Pages 1-2.
Conditions of Borrowing Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-3	The DIP Credit Agreement will contain usual and customary conditions precedent for transactions of this type and others that are determined to be appropriate by and which are reasonably acceptable to the DIP Lenders (in their sole discretion), including, without limitation, the following: 1. (a) as a condition to the Initial DIP Draw, an Interim DIP Order shall have been entered by the Bankruptcy Court approving the DIP Facility, which order shall be

Bankruptcy Code	Summary of Material Terms
	acceptable to the DIP Lenders, and shall not have been reversed, modified, amended, stayed or vacated, and (b) as a condition to the Final DIP Draw, a final order entered by the Bankruptcy Court approving the DIP Facility, which order shall be acceptable to the DIP Lenders, and shall not have been reversed, modified, amended, stayed or vacated; 2. as a condition to the Initial DIP Draw, the DIP Agent and DIP Lenders shall have received a cash flow forecast setting forth all forecasted receipts and disbursements of the Debtors on a weekly basis for the period beginning as of the week of the Petition Date through the week ending 13 weeks thereafter, broken down by week, including the anticipated weekly uses of the proceeds of the DIP Facility for such period, which forecast shall be reasonably acceptable to the DIP Lenders (the "<u>Initial Budget</u>") (it being understood and agreed that the budget referenced in the Interim DIP Order shall be deemed to be acceptable to the DIP Lenders and shall deemed to be the Initial Budget for purposes of the DIP Facility); 3. as a condition to the Initial DIP Draw, the DIP Agent shall have received for the benefit of itself and the DIP Lenders a valid, perfected, enforceable and unavoidable Lien on all of the Collateral owned by the Borrower and each Guarantor; 4. as a condition to each DIP Draw, immediately before and after giving pro forma effect to such DIP Draw, the Debtors shall be in pro forma compliance with the Permitted Variance Test (as defined below); and 5. as a condition to each DIP Draw, there shall be no default or Event of Default under the DIP Credit Agreement and each of the representations and warranties set forth in the DIP Credit Agreement shall be true and correct in all material respects. *See* DIP Term Sheet, Pages 5-6.
Interest Rates Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-3	At all times prior to the occurrence of an Event of Default, interest on the DIP Loans shall accrue at a rate per annum equal to the SOFR Rate (to be defined in a manner consistent with the Existing Credit Agreement and acceptable to the DIP Lenders) plus 800 basis points per annum (the "<u>Interest Rate</u>"). The Borrower shall only be permitted to elect one (1) month SOFR interest periods. Upon the occurrence and during the continuation of an Event of Default, interest on the DIP Loans shall accrue at the Interest Rate, plus an additional 200 basis points per annum, which shall be payable in cash on demand. All interest shall be computed on the basis of a 360-day year for the actual number of days occurring in the period for which such interest is payable. When due, interest shall be payable in kind by capitalizing it and adding it to the principal of the New Money DIP Loans or the Roll-Up DIP Loans, as applicable *See* DIP Term Sheet, Pages 2-3.
Use of DIP Financing Facility and Cash Collateral Bankruptcy Rule 4001(b)(l)(B)(ii)	Proceeds of the DIP Loans will be used only for the following purposes, in each case, in accordance with and subject to the Approved Budget (as defined below) then in effect: (i) general corporate and working capital purposes; (ii) the payment of restructuring costs; and (iii) the payment of all reasonable and documented accrued and unpaid transaction costs, fees and expenses with respect to the DIP Facility, including

<table>
<tr><th>Bankruptcy Code</th><th>Summary of Material Terms</th></tr>
<tr><td>Local Rule 4001-3</td><td>reasonable and documented costs, fees and expenses of professional advisors to the DIP Agent and the DIP Lenders, in each subject to the terms and conditions set forth in the paragraph in the DIP Term Sheet entitled “Restrictions on Use of DIP Facility Loans and Cash Collateral”.

See DIP Term Sheet, Page 7.</td></tr>
<tr><td>Adequate Protection
Bankruptcy Rules 4001(b)(l)(B)(iv), 4001(c)(1)(B)(ii)</td><td>Subject in all cases to the Carve Out, BGC and FaraNord, as lenders under the First Lien Credit Agreement and the Second Lien Credit Agreement, as applicable (the “<u>Prepetition Lenders</u>”), and together with the administrative and collateral agents under the First Lien Credit Agreement and the Second Lien Credit Agreement, the “<u>Prepetition Secured Parties</u>”) shall receive adequate protection for the Debtors’ use of the Collateral securing the loans under the Prepetition Loan Documents (collectively, the “<u>Prepetition Loans</u>”) and the other First Lien Obligations and Second Lien Obligations, as applicable, for any diminution in value of such interests (each such diminution, a “<u>Diminution in Value</u>”), resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve Out, the Debtors’ use of the Prepetition Collateral (including Cash Collateral), and the imposition of the automatic stay, and/or any other reason permitted pursuant to the Bankruptcy Code including, but not limited to:

1. payment of all interest accruing under the Prepetition Loan Documents at the respective rates applicable thereto under the Prepetition Loan Documents as and when due pursuant to the Prepetition Loan Documents, which interest shall be paid in kind by capitalizing it and adding it to the principal balance of the Prepetition Loans; provided that the Prepetition Secured Parties reserve their rights to assert default interest pursuant to the Prepetition Loan Documents in connection with the confirmation of a plan of liquidation or reorganization for the Debtors (which interest, if required to be paid shall be paid in kind by capitalizing it and adding it to the principal balance of the Prepetition Loans);

2. replacement liens and security interests in DIP Collateral and superpriority administrative expense claims under sections 503 and 507 of the Bankruptcy Code, in each case (and as applicable) junior only to the DIP Liens, Prior Senior Liens, DIP Obligations, and the Carve Out, to the extent of any Diminution in the Value of the Prepetition Secured Parties’ interest in any Cash Collateral or other Prepetition Collateral arising as a result of (A) the use, sale, or lease of Cash Collateral or other collateral, (B) the granting of priming liens to secure the DIP Facility or (C) the imposition of the automatic stay;

3. reimbursement by the Debtors of the reasonable and documented fees, costs, and out-of-pocket expenses incurred or accrued by the Prepetition Lenders (to include all reasonable and documented fees, costs, and out-of-pocket expenses) after the Petition Date in connection with any and all aspects of the Debtors’ Cases; and

4. delivery of reporting and information in the form and on a cadence to be agreed upon by the parties.

The foregoing adequate protection liens will automatically attach to the DIP Collateral and become valid and perfected immediately upon entry of the Interim DIP Order without the requirement of any further action by the Prepetition Secured Parties; <u>provided</u>, that if the Prepetition Secured Parties determine to file any financing</td></tr>
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Bankruptcy Code	Summary of Material Terms
	statements, notice of liens or similar instruments, the Debtors will cooperate and assist in any such filings and the automatic stay shall be modified to allow such filing. *See* DIP Term Sheet, Pages 8-9.
Roll-Up Local Rule 4001-2(a)(i)(E)	Up to $45 million in aggregate principal amount, equal to the sum of (i) $27 million in aggregate principal amount of the Term Loans outstanding under the First Lien Credit Agreement (as such term is defined in the Existing Intercreditor Agreement), which shall be "rolled up" into the DIP Facility (the "BGC Roll-Up DIP Loans") and (ii) $18 million in aggregate principal amount of the Term Loans (as defined in the Second Lien Credit Agreement) under the Second Lien Credit Agreement, which shall be "rolled up" into the DIP Facility (the "FaraNord Roll-Up DIP Loans"; together with the BGC Roll-Up DIP Loans, the "Roll-Up DIP Loans"). Roll up of the Roll-Up DIP Loans to occur in equal amounts as between each DIP Draw. The Roll-Up DIP Loans will be subordinated in right of payment and security to the New Money DIP Loans. *See* DIP Term Sheet, Pages 1-2.
Budget and Variance Reporting Bankruptcy Rule 4001 (c)(1)(B) Local Rule 4001-3	Usual and customary for transactions of this type and others determined to be reasonably appropriate by the DIP Lenders, in each case, that are reasonably acceptable to the DIP Lenders, including, without limitation: 1. delivery of weekly budget updates to the Initial Budget, with variance reports (together with the Initial Budget, each, an "Approved Budget") (it being understood and agreed that the budget referenced in the DIP Orders shall be deemed to be acceptable to the DIP Lenders and shall deemed to be the Approved Budget for purposes of the DIP Facility); 2. limitations on variances from the Approved Budget on disbursements and receipts, which limitations (which shall include a permitted variance, (x) in the case of disbursements, of no more than 15% in excess of the amount forecasted in the Approved Budget and, (y) in the case of receipts, of no less than 85% of the amount forecasted in the Approved Budget (the "Permitted Variance Test")) and the line items of such Approved Budget tested in connection therewith, and the frequency and periods of such testing, shall be identical to such limitations and budget testing set forth in the DIP Orders; 3. a minimum liquidity covenant requiring liquidity of no less than $500,000.00 at all times; 4. Except as set forth in the Approved Budget (subject to Permitted Variances), the DIP Orders, or the "first day" or "second day" orders, the Debtors may not incur (without the consent of the DIP Lenders) Indebtedness, grant any lien, make any Investment, Dispose of any property (except as necessary to effectuate the Sale), make any payment or distribution in respect of any prepetition claim or liability or on account of any of its capital stock, or permit any direct or indirect Subsidiary of Parent to incur any Indebtedness or grant any Lien, or, in each case, enter into any agreement to do any of the foregoing, in each case without the prior written consent of the Required DIP Lenders;

Bankruptcy Code	Summary of Material Terms
	5. the Debtors shall consult with the DIP Lenders in pursuit of and in connection with the Sale, including as to the marketing process and the terms and conditions of the marketing process and the sale; 6. weekly budget update conference calls among the DIP Lenders and Alvarez & Marsal ("A&M"); 7. within ten (10) days of the Initial DIP Draw or such later date as agreed to by the Debtors and the DIP Lenders, the Debtors, the DIP Agent and the DIP Lenders shall enter into a credit agreement and related loan documents, in each case, in form and substance satisfactory to the DIP Agent and the DIP Lenders; 8. except as set forth in the DIP Orders, all proceeds from the Sale shall be deposited into a segregated deposit account subject to the control of the collateral agent and held in trust for the benefit of the DIP Lenders to fund (x) the repayment of all DIP Loans on the Effective Date or (y) at the direction of the Borrower, the voluntary prepayment of the DIP Loans; and 9. subsequent to borrowing any DIP Loans but prior to using the proceeds thereof, the Borrower shall hold such funds in a segregated account, which shall not be subject to the Liens or claims of any Person other than the DIP Lenders (other than the liens of the depository bank at which such account is held). *See* DIP Term Sheet, Pages 7-8.
Events of Default Bankruptcy Rule 4001(c)(l)(B) Local Rule 4001-3	Usual and customary defaults and events of default (each, an "Event of Default") for transactions of this type and others determined to be reasonably appropriate by the DIP Lenders, in each case, that are acceptable to the DIP Lenders, including, without limitation, certain Events of Default arising from non-compliance with the Milestones. *See* DIP Term Sheet, Page 8.
Indemnification Bankruptcy Rule 4001(c)(1)(B)(ix)	The Debtors shall agree to indemnify and hold harmless the DIP Agent and the DIP Lenders (solely in such capacities) and each of their respective affiliates and each of their respective officers, directors, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable and documented fees and out-of-pocket expenses of counsel), that may be incurred by or asserted or awarded against any Indemnified Party (including, without limitation, in connection with any investigation, litigation or proceeding or the preparation of a defense in connection therewith), arising out of or in connection with or by reason of the DIP Facility, or any of transactions contemplated hereby, except to the extent arising from an Indemnified Party's gross negligence, bad faith, or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any of the Debtors, any of their respective directors, security holders or creditors, an Indemnified Party or any other person or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. *See* DIP Term Sheet, Page 16.

Bankruptcy Code	Summary of Material Terms
Entities with Interests in Cash Collateral Bankruptcy Rule 4001(b)(l)(B)(i)	As of the Petition Date, BGC and FaraNord have an interest in the Cash Collateral, subject to the terms of the Interim Order. *See* DIP Term Sheet, Page 8.
Carve Out Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-3	The "Carve Out" is defined to mean and include (a) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the Carve Out Notice), (b) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the Carve Out Notice (as defined below)), (c) to the extent allowed by the Bankruptcy Court at any time, unpaid fees and expenses ("Allowed Professional Fees") of Estate Professionals (as defined below) incurred through the date of delivery of a Carve Out Notice up to the amounts for such professional included in the Approved Budget through the date of the Carve Out Notice, (d) to the extent allowed by the Bankruptcy Court at any time, up to $300,000 of fees and expenses incurred by persons or firms retained by (i) the Debtors pursuant to Sections 327, 328, or 363 of the Bankruptcy Code or (ii) any committee appointed in the cases (clauses (i) and (ii) together, the "Estate Professionals") after the first business day following delivery of a Carve Out Notice (the amounts set forth in this clause (d) being the "Post-Carve Out Notice Cap"), and (e) an amount not to exceed $3,000,000 (the "Contingent Amount Cap") to satisfy the Debtors' statutory employee severance obligations under New Jersey law (the "Contingent Amounts"). *See* DIP Term Sheet, Pages 10-13
Fees Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-3	All the reasonable and documented out-of-pocket fees, costs, disbursements and expenses of the DIP Agent and the DIP Lenders (including, without limitation, the reasonable and documented fees, costs and expenses of their respective legal counsel (including, for the avoidance of doubt, the fees, costs and expenses of Herbert Smith Freehills Kramer (US) LLP, Sills, Cummis, & Gross P.C., and Kirkland & Ellis LLP) and financial advisors, incurred after the Petition Date shall be paid upon entry of the DIP Orders and thereafter on a monthly basis. *See* DIP Term Sheet, Pages 16-17.
506(c) Waiver Bankruptcy Rule 4001(c)(l)(B)(x) Local Rule 4001-3	Subject to and effective upon entry of the Final Order, no expenses of administration of these Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from (a) the DIP Collateral (except to the extent of the Carve Out) or the DIP Secured Parties or (b) the Prepetition Collateral (except to the extent of the Carve Out) or the Prepetition Secured Parties, in each case, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the DIP Secured Parties and the Prepetition Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Secured Parties or the Prepetition Secured Parties. *See* Interim Order ¶ 16.
Liens on Avoidance Actions Local Rule 4001-3	Proceeds from Avoidance Actions, but not the Avoidance Actions themselves, shall be subject to DIP Liens upon entry of the Final Order. *See* DIP Term Sheet, Page 3.

Bankruptcy Code	Summary of Material Terms
Stipulations to Prepetition Liens and Claims Bankruptcy Rule 4001(c)(1)(B)(iii) Local Rule 4001-3	Subject only to the rights of parties in interest specifically set forth in paragraph 12 of the Interim Order (and subject to the limitations thereon contained in such paragraph or otherwise in the Interim Order), the Debtors agree to certain stipulations (collectively, paragraphs F(i) through (xi) and G(i) through (vii) of the Interim Order) regarding the validity and extent of the Prepetition Secured Parties' claims and liens. *See* Interim Order ¶ F(i) through (xi) and G(i) through (vii).
Liens and Priorities Bankruptcy Rule 4001(c)(1)(B)(i) Local Rule 4001-3	The DIP Loans and all other obligations under the DIP Facility (collectively, the "DIP Obligations") shall be secured by perfected liens on and security interests in (the "DIP Liens") all assets and property (real and personal), whether now owned by or owing to, or hereafter acquired by, or arising in favor of the Borrower and the Guarantors that are Debtors, including all of the Debtor's rights in, to and under all policies of insurance, all claims outstanding thereunder and all products and proceeds of such insurance and claims (collectively, the "Insurance Collateral") and, including, after entry of the Final Order, all proceeds of claims and causes of action under Chapter 5 of the Bankruptcy Code ("Avoidance Actions") (collectively, the "Collateral"). The DIP Liens shall be subject only to (x) Prior Senior Liens,[6] and (y) the Carve Out (as defined below). All of the claims of the DIP Agent and the DIP Lenders on account of the DIP Obligations shall be entitled to the benefits of section 364(c)(1) of the Bankruptcy Code, having a super-priority over any and all administrative expenses of the kind that are specified in, or contemplated by, sections 105, 326, 328, 330, 331, 503(b), 506(c) (subject to entry of a Final Order), 507(a), 507(b), 546(c), 726, 1114 or any other provisions of the Bankruptcy Code. (the "DIP Superpriority Claims"). The DIP Superpriority Claims shall be subject to, and subordinate in all respects to, the Carve Out. Proceeds of the Collateral (subject to the Carve Out) shall be applied in accordance with the following priorities: 1. First, the New Money DIP Loans shall be repaid, pro rata, from (i) all net proceeds generated from operations during the pendency of the Case and (ii) all proceeds from the sale of Collateral. 2. After repayment in full of the New Money DIP Loans: a. The following proceeds shall be applied to repay the FaraNord Roll-Up DIP Loans (and, if the FaraNord Roll-Up DIP Loans are paid in full, any outstanding prepetition FaraNord Priority Obligations): (i) after consummation of the sale of the Blue Apron PFA and, if applicable, the Marley Spoon PFA, and the inventory and accounts receivable arising thereunder to Misfits Market, Inc. ("Misfits Market"), the proceeds of all Collateral in an amount equal to (a) $6,000,000 (if only the Blue Apron PFA and related inventory and

6 "Prior Senior Liens" means other valid, perfected and unavoidable liens, if any, existing as of the Petition Date that are senior to the liens or security interests of the DIP Lenders as of the Petition Date by operation of law or permitted by the prepetition loan documents and liens that are perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code.

Bankruptcy Code	Summary of Material Terms
	accounts receivable are acquired by Misfits) or (b) $7,000,000 (if both the Blue Apron PFA and Marley Spoon PFA and related inventory and accounts receivable are acquired by Misfits) and (ii) all other proceeds of FaraNord Priority Collateral; and b. proceeds of all Collateral (including all proceeds of Insurance Collateral), other than FaraNord Priority Collateral, shall be applied to prepay the BGC Roll-Up DIP Loans (and, to the extent the BGC Roll-Up DIP Loans are paid in full, to any outstanding prepetition First Lien Obligations until Discharge of First Lien Obligations). 3. If any proceeds of Collateral remain after Discharge of First Lien Obligations, such remainder shall be applied to outstanding prepetition Second Lien Obligations. *See* DIP Term Sheet, Pages 3-4.
Milestones Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-3	The DIP Credit Agreement will include certain milestones (collectively, the "Milestones") related to the Debtors' chapter 11 cases as may be determined by the DIP Lenders, including, without limitation (it being understood that, except as provided below, all orders must be reasonably acceptable to the DIP Lenders): 1. no later than the Petition Date, the Debtors shall have filed and served the motion, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, to compromise and settle certain claims and/or causes of action, which settlement shall be by and between the Borrower and Blue Apron and which settlement shall be in a form subject to the consent of the Required DIP Lenders (as defined below), whose consent shall not be unreasonably withheld (the "Settlement Motion"); 2. no later than two (2) Business Days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order, which order must be acceptable to the DIP Lenders in their sole discretion; 3. the Debtors shall file, by the date that is no later than ten (10) days after the Petition Date, a motion to sell all of the Debtors' assets that are not subject to the 9019 settlement, through a sale pursuant to section 363 of the Bankruptcy Code in form and substance reasonably acceptable to the DIP Lender (the "Sale Motion"); 4. no later than thirty-one (31) days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order, which order shall be acceptable to the DIP Lenders in their sole discretion; 5. the Bankruptcy Court shall have entered an order approving the bidding procedures of the sale contemplated by the Sale Motion (the "Sale", and such order being the "Bidding Procedures Order") by the date that is no later than thirty-one (31) days after the Petition Date; 6. no later than thirty-one (31) days after the Petition Date, the Bankruptcy Court shall have entered the order approving the Settlement Motion (the "Settlement Order"), which order shall be in a form subject to the consent of the Required DIP Lenders, whose consent shall not be unreasonably withheld;

Bankruptcy Code	Summary of Material Terms
	7. no later than sixty (60) days after entry of the Interim DIP Order, the period by which any creditor can challenge the DIP Lenders' pre-petition liens or claims shall expire; 8. the Bankruptcy Court shall have entered an order approving the Sale by the date that is no later than seventy-five (75) days after the Petition Date; 9. the Sale shall be consummated by the date that is no later than ninety (90) days after the Petition Date; and 10. a liquidating chapter 11 plan, that is otherwise an Acceptable Plan (as defined below), shall be consummated by the date that is no later than the later of thirty (30) days after consummation of the Sale or completion of the transition services under the Settlement Order. The extension of any Milestone shall be subject to the consent of the DIP Lenders in their sole and absolute discretion. *See* DIP Term Sheet, Pages 4-5.
Challenge Period Bankruptcy Rule 4001(c)(l)(B) Local Rule 4001-3	Subject to the Challenge Period, the stipulations admissions, and waivers contained in this Interim Order, including the Debtors' Stipulations, shall be binding upon all other parties in interest, including any Committee and any other person acting on behalf of the Debtors' estates, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules by the earlier of (i) the date of the confirmation of the Debtors' chapter 11 plan of reorganization, and (ii) sixty (60) calendar days after entry of this Interim Order. *See* Interim Order ¶ 12.
Waiver/Modification of the Automatic Stay Bankruptcy Rule 4001(c)(1)(B)(iv)	The automatic stay in these Cases is modified, to the extent necessary, so that five (5) business days after the date a Termination Declaration is delivered (such five (5)-business-day period, the "<u>Remedies Notice Period</u>"), with written notice having been provided to the Debtors, any Committee , and the U.S. Trustee: (a) the DIP Agent (at the direction of the applicable Required DIP Lenders) shall be entitled to exercise its rights and remedies in accordance with this Interim Order and the other DIP Documents to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve Out and the terms of the Prepetition Intercreditor Agreement; and (b) subject to the foregoing clause (a), the applicable Prepetition Secured Parties shall be entitled to exercise their respective rights and remedies to the extent available in accordance with the applicable Prepetition Documents, the Prepetition Intercreditor Agreement, and this Interim Order with respect to the Debtors' use of Cash Collateral. *See* Interim Order ¶ 15.

IV. The Debtors' Prepetition Capital Structure.

13. As of the Petition Date, the Debtors' long-term, secured funded debt obligations totaled approximately $168 million, including: (i) approximately $117 million owed to the FaraNord Lender; and (ii) approximately $51 million owed to BGC.

A. BGC Financing.

14. FreshRealm, Inc. ("FRI"), as borrower, is a party to that certain Financing Agreement dated March 11, 2025, as amended by that certain Waiver and Amendment No. 1 to Financing Agreement dated October 16, 2025, as further amended by that Certain Amendment No. 2 to Financing Agreement dated December 4, 2025 (the "BGC Financing Agreement"), by and among FRI, as borrower, the lenders thereto, and BGC Lender Rep LLC, as administrative agent and collateral agent (the "BGC Agent"), which initially provided for a $75,000,000 loan facility consisting of a $45,000,000 initial term loan that was funded at closing and up to $30,000,000 in delayed draw term loans.

15. The obligations under the BGC Financing Agreement are guaranteed by Debtors IHEC LLC and FreshRealm HR, LLC (collectively, the "BGC Guarantors") pursuant to a Pledge and Security Agreement dated March 11, 2025, and secured by first-priority liens on substantially all assets of the Debtors and BGC Guarantors, other than the FaraNord Priority Collateral (as defined below).[7]

B. FaraNord Financing.

16. FRI is a party to that certain Financing Agreement dated October 16, 2025, as amended by that certain Amendment No. 1 to Financing Agreement dated December 4, 2025 (the

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[7] In addition, as further described below, on April 14, 2026, the First Lien Agent provided a $1.8 million advance as a "Collateral Agent Advance" under the BGC Financing Agreement (which was subsequently reimbursed by the First Lien Lenders), to be "rolled" into the New Money DIP Facility.

"FaraNord Financing Agreement"), by and among FRI, as borrower, the FaraNord Lender, and FaraNord (US) III Pte Ltd, as administrative agent and collateral agent (the "FaraNord Agent"), pursuant to which the FaraNord Lender agreed to make available to the Debtors a credit facility of up to $50,000,000.00 consisting of: (1) a term loan in the principal amount of $20,000,000.00, and (2) delayed draw term loans in an aggregate principal amount not to exceed $30,000,000.00 (collectively, the "Initial FaraNord Credit Facility"), for the purpose of funding the Debtors' ongoing operations, working capital and certain transaction expenses. FRI's obligations under the FaraNord Financing Agreement are guaranteed by Debtors FreshRealm Holdings, Inc., FreshRealm HR, LLC, and IHEC LLC (collectively, the "FaraNord Guarantors").

17. Approximately two months after the closing of the Initial FaraNord Credit Facility, on December 4, 2025, FRI entered into that certain Amendment No. 1 to Financing Agreement, whereby the FaraNord Lender provided incremental delayed draw term loans in an aggregate principal amount not to exceed $70,000,000.00, of which $60,000,000.00 was drawn at close and has been drawn as of the Petition Date.

18. As security for FRI's and the FaraNord Guarantors' obligations under the FaraNord Financing Agreement, and pursuant to that certain Amended and Restated Intercreditor Agreement dated December 4, 2025 (the "Intercreditor Agreement"), FRI and the FaraNord Guarantors granted to FaraNord Lender a second-priority lien and security interest in all of their respective assets, other than with respect to certain collateral, which includes all accounts, rights to payment, receivables, inventory, and all proceeds and products of the foregoing (collectively, the "FaraNord

Priority Collateral”), in which case the FaraNord Lender has a first priority lien on such FaraNord Priority Collateral and BGC has a second lien on such FaraNord Priority Collateral.[8]

The DIP Facility

I. The Debtors’ Need for Access to Financing and the Use of Cash Collateral.

19. The Debtors require immediate access to the DIP Facility and continued use of Cash Collateral to preserve the value of the Debtors’ estates. As of the Petition Date, the Debtors only have approximately $19.4 million in cash on hand, which is well below a critical liquidity threshold that is necessary to operate their business as a going concern in the near term, much less for any meaningful duration of time during these chapter 11 cases. *See* Hanson Decl. ¶ 8. The Debtors’ liquidity is also constrained by a combined $14 million in potential employee and statutory trust liabilities. *See* Hanson Decl. ¶ 8.

20. The Debtors projected their remaining cash balance at the end of the first thirteen (13) weeks of these chapter 11 cases to be approximately $0.6 million, which includes $15 million in postpetition financing, and receipt of $10 million corresponding with the Blue Apron Settlement. *See* Hanson Decl. ¶ 9. Without these cash receipts, the Debtors’ liquidity would be insufficient to fund operations during the course of the chapter 11 cases. *See* Hanson Decl. ¶ 9. Based on these projections, the Debtors concluded at the outset of these cases, in their business judgment, that they required immediate access to postpetition financing because the Debtors did

[8] In addition, as further described below, on April 15, 2026, the Second Lien Agent provided a $1.2 million advance as a “Collateral Agent Advance” under the FaraNord Financing Agreement (which was subsequently reimbursed by the Second Lien Lenders), to be “rolled” into the New Money DIP Facility.

not have sufficient liquidity to address their operational needs during the initial weeks of these chapter 11 cases. *See* Hanson Decl. ¶ 9.

21. Without immediate access to the liquidity provided by the DIP Facility (including the $3 million Protective Advance and the $15 million Post-Petition New Money DIP Loans), the Debtors would be unable to support the administrative costs of these chapter 11 cases and ordinary course operations, including payroll obligations, critical vendor payments, and other key operational disbursements and lack a cushion for downside performance. *See* Hanson Decl. ¶ 10.

22. As such, absent access to the DIP Facility, the Debtors would be forced to cut off additional key operational disbursements and damage key vendor and customer relationships. *See* Hanson Decl. ¶ 11. This, in turn, would result in the Debtors' customers and vendors diverting business from the Debtors or otherwise altering their business relationships with the Debtors, which would adversely affect the Debtors' revenues and future operations and harm the value of the Debtors' business. *See* Hanson Decl. ¶ 11. Accordingly, it is critical for the Debtors to be well capitalized to continue paying their debts as they come due and to signal to the marketplace that the Debtors are reliable business partners. *See* Hanson Decl. ¶ 11.

23. Further, absent immediate access to the funds provided under the DIP Facility and the continued access to Cash Collateral, the Debtors will be unable to pay essential costs required to continue operating as a going concern in light of the anticipated costs over the course of these chapter 11 cases, and in particular, over the first thirty (30) days of these chapter 11 cases. *See* Hanson Decl. ¶ 12. Specifically, the Debtors rely on the Cash Collateral generated from their operations for continued normal-course operations of their business. *See* Hanson Decl. ¶ 12. The ability to satisfy expenses when they come due is essential to the Debtors' continued operation of their business and prevent the cash-saving measures that have threatened the Debtors' customer

and vendor relationships—and thus the Debtors' business—during the pendency of these chapter 11 cases. *See* Hanson Decl. ¶ 12.

24. Prior to the Petition Date, the Debtors, in consultation with their proposed financial advisor, Alvarez & Marsal North America, LLC ("A&M"), reviewed and analyzed their cash needs and prepared projections of postpetition liquidity needs for the Debtors' business in the initial thirteen weeks of these chapter 11 cases, including the Initial DIP Budget. *See* Hanson Decl. ¶ 13. In developing the Initial DIP Budget, A&M accounted for anticipated operating receipts and disbursements during the projected period and considered several cost factors, including the effect of the chapter 11 filing on the operations of the business, restructuring costs (including professional fees), employee, customer, and vendor obligations, as well as the potential disruption to the Debtors' underlying business and access to its supply chain. *See* Hanson Decl. ¶ 13.

25. The Debtors and their advisors analyzed, pressure tested, and updated the Initial DIP Budget leading up to the Petition Date to account for changes in the Debtors' funding needs resulting from, among other things, the estimated timing of the commencement of these chapter 11 cases. *See* Hanson Decl. ¶ 14. The Debtors and their advisors believe that the Initial DIP Budget and the projections therein provide an accurate reflection of the Debtors' likely funding requirements over the next thirteen weeks and are reasonable and appropriate under the circumstances. *See* Hanson Decl. ¶ 14. Furthermore, the Debtors relied on these forecasts to determine the amount of postpetition financing required to administer these chapter 11 cases. *See* Hanson Decl. ¶ 14.

26. Based on these analyses, the Debtors determined that they would require incremental new money to fund these chapter 11 cases and meet their cashflow needs in order to continue postpetition operations in the ordinary course. *See* Hanson Decl. ¶ 15. Leading up to the

Petition Date, on April 14, 2026 and April 15, 2026, the Debtors and the Prepetition Lenders executed acknowledgment agreements (collectively, the "Protective Advance Agreements") to, among other things, provide for approximately $3 million in Protective Advances that served as bridge financing that helped fund the Debtors' ongoing operations and critical payment obligations, and the funding of costs related to preparing for a smooth transition into these chapter 11 cases. *See* Hanson Decl. ¶ 15. Pursuant to the Protective Advance Agreements, and as a condition to funding the Protective Advances, the Debtors agreed that obligations associated with the Protective Advances would be part of (or "rolled up" into) the New Money DIP Loans of the DIP Facility to be funded by the DIP Lenders in connection with the chapter 11 cases.

27. In addition to the Protective Advances, the Debtors will need an additional $10 million of postpetition new money in interim financing over the next thirty (30) days. *See* Hanson Decl. ¶ 15. Immediate access to the DIP Facility and the continued use of Cash Collateral is essential to not only meet the Debtors' working capital and business operating needs, but also to fund the administration of these chapter 11 cases, the Carve Out, and most critically, to obtain approval of the Blue Apron Settlement and close on the transition of the Debtors' fulfillment business to Misfits Market. *See* Hanson Decl. ¶ 15.

28. Further, access to the DIP Facility will send a strong message to vendors, customers, and other stakeholders that the Debtors are well equipped to continue to meet ordinary course obligations throughout the duration of these chapter 11 cases. *See* Hanson Decl. ¶ 16.

29. Together, the DIP Facility, continued use of Cash Collateral and approval of the Blue Apron Settlement will allow the Debtors to facilitate and effectuate a comprehensive restructuring. The Debtors therefore believe the immediate use of Cash Collateral and entry into

the DIP Facility are essential to preserve and maximize the value of their estates and adequately administer these chapter 11 cases.

A. Alternative Sources of Financing Are Not Available on Better Terms.

30. As described herein, in light of the Debtors' persistent liquidity constraints, it would not be possible to administer these chapter 11 estates on a cash collateral basis, rendering postpetition financing a necessity. *See generally* Hanson Decl. Prior to executing the DIP Documents, the Debtors, BGC, and Faranord engaged in good-faith, arm's-length negotiations regarding the terms of a comprehensive restructuring transaction, including the Blue Apron Settlement, the DIP Facility and the Debtors' use of Cash Collateral. *See* Sutter Decl. ¶ 16. These negotiations, beginning in February 2026, spanned the course of numerous weeks and involved several proposals and counterproposals. *See* Sutter Decl. ¶ 21.

31. As negotiations with the DIP Lenders progressed, and to market test the terms of the proposed DIP Facility, the Debtors, with the assistance of Rothschild & Co ("Rothschild & Co"), initiated a marketing process to obtain additional proposals for debtor-in-possession financing. *See* Sutter Decl. ¶ 13. As part of this process, Rothschild communicated with ten (10) sources of financing providing an overview of the opportunity. *See* Sutter Decl. ¶ 13. Four (4) parties executed non-disclosure agreements and accessed a virtual data room with confidential materials. *See* Sutter Decl. ¶ 13. Ultimately, the Debtors did not receive any interest in providing alternative debtor-in-possession financing because of, among other reasons, such parties' lack of desire to provide a financing facility on a junior or unsecured basis. *See* Sutter Decl. ¶ 13. Thus, the Debtors, in consultation with their advisors, ultimately determined that pursuing the DIP Facility with the DIP Lenders represented the only viable path to obtaining the critical funding required to continue business operations and the obligations thereunder in the ordinary course. *See* Sutter Decl. ¶ 13.

B. The DIP Facility is Necessary to Preserve the Value of the Debtors' Estates.

32. Absent the additional liquidity infusion provided by the DIP Facility, the Debtors would experience significant business disruption, would need to substantially scale back their operations, and would face numerous other value-destructive consequences. Without the DIP Facility and the ability to use Cash Collateral, the Debtors will be unable to meet near-term working capital needs, which, in turn, will leave no option but for the Debtors to implement additional cost-saving measures and risk further damaging the favorable relationships with the Debtors' suppliers and customers. *See* Hanson Decl. ¶¶ 10, 12.

33. Further, the proposed DIP Facility will provide the Debtors' employees, customers, contract counterparties, suppliers, and other stakeholders with assurance that these chapter 11 cases are sufficiently funded and that the Debtors' business is on the path to improved, sustainable results. The DIP Facility will provide the Debtors with sufficient liquidity to stabilize their operations and fund the administration of these chapter 11 cases as the Debtors seek to consummate the Blue Apron Settlement and pursue other value-maximizing transactions. Accordingly, the DIP Facility pending approval before the Court is reasonable, is the best and only viable financing option available to the Debtors under the facts and circumstances of these chapter 11 cases, and is the catalyst to position the Debtors for success during these chapter 11 cases and, therefore, should be approved.

<u>Basis for Relief</u>

I. The Debtors Should Be Authorized to Obtain Postpetition Financing Through the DIP Documents.

A. Entry into the DIP Documents Is a Sound Exercise of the Debtors' Business Judgment.

34. The Court should authorize the Debtors, as an exercise of their sound business judgment, to enter into the DIP Documents, obtain access to the DIP Facility, and use Cash Collateral.

35. Section 364 of the Bankruptcy Code authorizes a debtor to obtain secured or superpriority financing under certain circumstances, as discussed in more depth below. Courts grant a debtor-in-possession considerable deference in acting in accordance with its business judgment in obtaining postpetition secured credit, so long as the agreement to obtain such credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code. *See, e.g.*, *In re Trans World Airlines, Inc.*, 163 B.R. 964, 974 (Bankr. D. Del. 1994) (approving a postpetition loan and receivables facility because such facility "reflect[ed] sound and prudent business judgment"); *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) ("[C]ases consistently reflect that the court's discretion under section 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party in interest.").

36. Specifically, to determine whether the business judgment standard is met, a court need only "examine whether a reasonable business person would make a similar decision under similar circumstances." *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006); *see also In re Curlew Valley Assocs.*, 14 B.R. 506, 513–14 (Bankr. D. Utah 1981) (noting that courts should not second guess a debtor's business decision when that decision involves "a business judgment

made in good faith, upon a reasonable basis, and within the scope of the debtor's authority under the [Bankruptcy] Code").

37. Furthermore, in considering whether the terms of postpetition financing are fair and reasonable, courts consider the terms in light of the relative circumstances of both the debtor and the potential lender. *See In re Farmland Indus., Inc.*, 294 B.R. 855, 886 (Bankr. W.D. Mo. 2003) (while many of the terms favored the DIP Lenders, "taken in context, and considering the relative circumstances of the parties," the court found them to be reasonable); *see also Unsecured Creditors' Comm. Mobil Oil Corp. v. First Nat'l Bank & Trust Co. (In re Elingsen McLean Oil Co., Inc.)*, 65 B.R. 358, 365 n.7 (W.D. Mich. 1986) (recognizing a debtor may have to enter into "hard bargains" to acquire funds for its reorganization). The Court may also appropriately take into consideration non-economic benefits to the Debtors offered by a proposed postpetition facility. For example, in *In re ION Media Networks, Inc.*, the bankruptcy court for the Southern District of New York held that:

> Although all parties, including the Debtors and the Committee, are naturally motivated to obtain financing on the best possible terms, a business decision to obtain credit from a particular lender is almost never based purely on economic terms. ***Relevant features of the financing must be evaluated, including non economic elements such as the timing and certainty of closing, the impact on creditor constituencies and the likelihood of a successful reorganization.*** This is particularly true in a bankruptcy setting where cooperation and establishing alliances with creditor groups can be a vital part of building support for a restructuring that ultimately may lead to a confirmable reorganization plan. That which helps foster consensus may be preferable to a notionally better transaction that carries the risk of promoting unwanted conflict.

No. 09-13125, 2009 WL 2902568, at *4 (Bankr. S.D.N.Y. July 6, 2009) (emphasis added).

38. The Debtors' determination to move forward with the DIP Facility following multiple rounds of arm's-length negotiations, a marketing process for third-party financing proposals, and careful evaluation of potential alternatives is a sound exercise of their business

judgment. *See* Sutter Decl. ¶ 13. The Debtors and their advisors determined that the Debtors would require postpetition financing to stabilize their operations, which they propose to obtain through the DIP Facility and access to Cash Collateral. Access to the proposed DIP Facility and Cash Collateral will enable the Debtors to (a) continue operating their business in the ordinary course postpetition, (b) send a clear, compelling "business as usual" message to customers and other vendors, (c) fund the administration of these chapter 11 cases, (d) fund the Carve Out, (e) finance payroll and other working-capital needs, and (f) preserve going-concern value throughout the chapter 11 process. *See* Hanson Decl. ¶ 11. Without immediate access to the DIP Facility, the Debtors would experience significant business disruption and would face a number of other value-destructive consequences, including the risk of losing invaluable employees, vendors, and customers. *See* Hanson Decl. ¶ 11.

39. The DIP Facility and proposed terms for continued use of postpetition Cash Collateral are tailored to the Debtors' capital structure and go-forward funding needs. The Debtors and their advisors also determined that the DIP Facility not only provides certainty with respect to the capital required to fund the administration of these chapter 11 cases and the Debtors' business operations, but also provides the Debtors with the liquidity needed to consummate the integrated transactions involving the Blue Apron Settlement and the transition of the Debtors' fulfillment to Misfits Market that was negotiated in consultation with the DIP Lenders. *See* Hanson Decl. ¶ 11. Additionally, the DIP Facility's economic terms are customary, the product of a good faith and arm's-length negotiations, and favorable. *See* Sutter Decl. ¶ 23. By way of example, the DIP Facility will accrue interest entirely on a payment-in-kind basis. *See* Sutter Decl. ¶ 17. Finally, the Debtors and their advisors market-checked the DIP Lenders' proposal but received no alternative proposals, including on a junior or unsecured basis. *See* Sutter Decl. ¶ 13.

40. For these reasons, the Debtors, in consultation with their advisors, determined that the DIP Lenders' financing proposal represents the only viable postpetition financing option available to the Debtors. Accordingly, the Court should authorize the Debtors' entry into the DIP Documents as a reasonable exercise of the Debtors' business judgment.

B. The Debtors Should Be Authorized to Grant Liens and Superpriority Claims to the DIP Lenders.

41. The Debtors propose to obtain financing under the DIP Facility by providing security interests and liens as set forth in the DIP Documents pursuant to section 364(c) of the Bankruptcy Code. Specifically, the Debtors propose to provide to the DIP Lenders postpetition security interests in and liens on the DIP Collateral (as defined in the Interim Order) that are valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination immediately upon entry of the Interim Order.

42. The above-described liens on encumbered and unencumbered assets are common features of postpetition financing facilities and were a necessary feature to provide security for the proposed financings. Indeed, postpetition financing facilities approved in this Circuit and elsewhere routinely are secured by the proceeds of a debtor's unencumbered assets. *See, e.g.*, *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (approving DIP liens on collateral including any leasehold interests or the proceeds thereof as permitted by applicable law on a final basis); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. May 30, 2024) (same); *In re Rite Aid Corporation*, No. 23-18993 (MBK) (Bankr. D.N.J. Oct. 17, 2023); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 6, 2023) (same).

43. The statutory requirement for obtaining postpetition credit under section 364(c) is a finding, made after notice and hearing, that a debtor is "unable to obtain unsecured credit

allowable under Section 503(b)(1) of [the Bankruptcy Code]." 11 U.S.C. § 364(c). *See In re Crouse Grp., Inc.*, 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987) (secured credit under section 364(c) of the Bankruptcy Code is authorized, after notice and hearing, upon showing that unsecured credit cannot be obtained). Courts have articulated a three-part test to determine whether a debtor is entitled to financing under section 364(c) of the Bankruptcy Code. Specifically, courts look to whether:

> a. the debtor is unable to obtain unsecured credit under section 364(b) of the Bankruptcy Code, *i.e.*, by allowing a lender only an administrative claim;
>
> b. the credit transaction is necessary to preserve the assets of the estate; and
>
> c. the terms of the transaction are fair, reasonable, and adequate, given the circumstances of the debtor-borrower and proposed lenders.

See In re Los Angeles Dodgers LLC, 457 B.R. 308 (Bankr. D. Del. 2011); *See In re Ames Dep't Stores*, 115 B.R. 34, 37–40 (Bankr. S.D.N.Y. 1990); *see also In re St. Mary Hosp.*, 86 B.R. 393, 401–02 (Bankr. E.D. Pa. 1988); *Crouse Grp.*, 71 B.R. at 549.

44. The Debtors satisfy each part of this test. First, as described in the Sutter Declaration, the Debtors are unable to obtain unsecured credit. *See* Sutter Decl. ¶ 13. Second, absent the capital infusion to be provided by the DIP Facility, the Debtors would experience significant business disruption, would need to meaningfully curtail their operations, including the risk of jeopardizing imperative relationships with essential vendors and suppliers, which would ultimately deteriorate the high-quality service provided the customers. *See* Hanson Decl. ¶ 10. Finally, given the Debtors' circumstances, the Debtors believe that the terms of the DIP Facility, as set forth in the DIP Documents, are reasonable and represent the best terms available to the Debtors to obtain postpetition financing. *See* Sutter Decl. ¶ 18. For all these reasons, the Debtors

have met the standard for obtaining postpetition financing under section 364(c) of the Bankruptcy Code.

45. In the event that a debtor is unable to obtain unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code, section 364(c) of the Bankruptcy Code provides that a court "may authorize the obtaining of credit or the incurring of debt (a) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of the Bankruptcy Code; (b) secured by a lien on property of the estate that is not otherwise subject to a lien; or (c) secured by a junior lien on property of the estate that is subject to a lien." As described above, the Debtors are unable to obtain unsecured credit. *See* Sutter Decl. ¶ 13. Therefore, approving a superpriority claim in favor of the DIP Lenders is reasonable and appropriate.

46. Further, section 364(d) of the Bankruptcy Code provides that a debtor may obtain credit secured by a senior or equal lien on property of the estate already subject to a lien, after notice and a hearing, where the debtor is "unable to obtain such credit otherwise" and "there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted." 11 U.S.C. § 364(d)(1). The Debtors may incur "priming" liens under the DIP Facility if either (a) BGC and FaraNord consent or (b) the interests of BGC and FaraNord in collateral are adequately protected. *See Anchor Savs. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 122 (N.D. Ga. 1989) ("[B]y tacitly consenting to the superpriority lien, those [undersecured] creditors relieved the debtor of having to demonstrate that they were adequately protected."). As described in the Sutter Declaration, the Debtors are not able to obtain postpetition financing on an unsecured or junior basis. *See* Sutter Decl. ¶ 13. Accordingly,

approving superpriority claims pursuant to section 364(d)(1) in favor of the DIP Lenders is reasonable and appropriate.

C. The Proposed "Roll-Up" of Obligations under the DIP Facility is Appropriate and Should be Approved.

47. Section 363(b) of the Bankruptcy Code permits a debtor to use, sell, or lease property other than in the ordinary course of business, with court approval. It is well settled in the Third Circuit that such transactions should be approved when they are supported by a sound business purpose. *See In re Abbots Dairies, Inc.*, 788 F.2d 143 (3d Cir. 1986) (so holding). The business judgment rule shields such business from such business decisions from judicial second-guessing. *In re Johns-Manville Corp.*, 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) ("[T]he [Bankruptcy] Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor's management decisions.").

48. The deemed exchange of prepetition funded indebtedness into postpetition financing obligations (often referred to as a "roll-up") is a common feature in debtor in possession financing arrangements. Courts in this jurisdiction and other jurisdictions have approved similar debtor-in-possession financing features, including on the first day of the case. *See, e.g., In re STG Logistics, Inc.,* No. 26-10258 (MEH) (Bankr. D.N.J. Jan. 14, 2026) (authorizing a "creeping" roll-up of prepetition first lien loans pursuant to interim order and a final roll-up of remaining amounts pursuant to final order); *In re Del Monte Foods Corporation II Inc.*, No. 25-16984 (MBK) (Bankr. D.N.J July 1, 2025) (same); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 4, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. May 24, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. Apr. 24, 2023) (authorizing a 5:1 interim roll-up); *In re At Home Grp. Inc.*, No. 25-11120 (Bankr. D. Del. Jul. 18, 2025) (authorizing a 2:1

interim roll up); *In re First Brands Group, LLC*, No. 25-90399 (CML) (Bankr. S.D. Tex. Nov. 7, 2025) (authorizing a 3:1 roll up).

49. The DIP Facility contemplates a "roll up" of New Money DIP Loans consisting of the $3 million Protective Advances and $15 million in Post-Petition New Money DIP Loans (with $10 million available upon entry of the Interim DIP Order and a "roll up" of $45 million on account of the Roll-Up DIP Loans). The roll-up feature of the Roll-Up DIP Loans is reasonable as the Debtors were unable to obtain debtor-in-possession financing on similar terms that did not provide for the roll-up of prepetition amounts.[9] *See* Sutter Decl. ¶ 19. Moreover, through this DIP Facility (with the Roll-Up DIP Loans) the Debtors will receive immediate access to Cash Collateral, which the Debtors would not have otherwise been able to get access to.

D. No Comparable Alternative to the DIP Facility Is Reasonably Available on More Favorable Overall Terms.

50. A debtor need only demonstrate "by a good faith effort that credit was not available without" the protections afforded to potential lenders by sections 364(c) of the Bankruptcy Code. *In re Snowshoe Co., Inc.*, 789 F.2d 1085, 1088 (4th Cir. 1986); *see also In re Plabell Rubber Prods., Inc.*, 137 B.R. 897, 900 (Bankr. N.D. Ohio 1992). Moreover, in circumstances where only a few lenders likely can or will extend the necessary credit to a debtor, "it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing." *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff'd sub nom. Anchor Sav. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 120 n.4 (N.D. Ga. 1989); *see also In re Snowshoe Co.*, 789 F.2d 1085, 1088 (4th Cir. 1986) (demonstrating that credit was unavailable absent the senior lien by

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[9] The proposed Roll-Up DIP Loans must be viewed against the total new money infusion of $3 million of the Protective Advances that were critically needed in the days leading up to the bankruptcy filing and the $15 million of Post-Petition New Money DIP Loans. The total amount of the Roll-Up DIP Loans ($45 million, to be rolled-up in two stages) is a 2.5 to 1 ratio against the total New Money DIP Loans ($18 million).

establishment of unsuccessful contact with other financial institutions in the geographic area); *In re Stanley Hotel, Inc.*, 15 B.R. 660, 663 (D. Colo. 1981) (bankruptcy court's finding that two national banks refused to grant unsecured loans was sufficient to support conclusion that section 364 requirement was met); *In re Ames Dep't Stores*, 115 B.R. at 37–39 (debtor must show that it made reasonable efforts to seek other sources of financing under section 364(a) and (b)).

51. The Debtors do not believe that more favorable alternative postpetition financing is reasonably available. As discussed above and in the Sutter Declaration, the Debtors, with the assistance of their advisors, engaged with the DIP Lenders and other key stakeholders on the terms of potential financing. *See* Sutter Decl. ¶ 16. In the weeks preceding the Petition Date, the Debtors, with the assistance of Rothschild & Co, also undertook a marketing process to gauge potential interest among third-party lenders in providing debtor-in-possession financing to the Debtors on an unsecured or junior priority basis. *See* Sutter Decl. ¶ 13. The marketing process did not yield any term sheets from other potential sources of financing. *See* Sutter Decl. ¶ 13. Thus, the Debtors believe that the DIP Facility represents the best—and only—available and viable financing option available under the facts and circumstances of these chapter 11 cases. *See* Sutter Decl. ¶ 13. Accordingly, the Debtors submit that they have satisfied the requirement of section 364 of the Bankruptcy Code that alternative credit on more favorable terms be unavailable to the Debtors.

II. The Debtors Should Be Authorized to Use the Cash Collateral.

52. Section 363 of the Bankruptcy Code generally governs the use of estate property. Section 363(c)(2)(A) of the Bankruptcy Code permits a debtor in possession to use Cash Collateral with the consent of the secured party. As stated above, BGC and FaraNord control the consent to use the Debtors' existing Cash Collateral and are consenting to such use.

53. Section 363(e) of the Bankruptcy Code provides for adequate protection of interests in property when a debtor uses Cash Collateral. Further, section 362(d)(1) of the Bankruptcy Code

provides for adequate protection of interests in property due to the imposition of the automatic stay. *See In re Cont'l Airlines*, 91 F.3d 553, 556 (3d Cir. 1996) (en banc). While section 361 of the Bankruptcy Code provides examples of forms of adequate protection, such as granting replacement liens and administrative claims, courts decide what constitutes sufficient adequate protection on a case-by-case basis. *See, e.g.*, *In re Swedeland Dev. Grp., Inc.*, 16 F.3d 552, 564 (3d Cir. 1994) (explaining that the "determination of whether there is adequate protection is made on a case by case basis"); *In re Satcon Tech. Corp.*, No. 12-12869 (KG), 2012 WL 6091160, at *6 (Bankr. D. Del. Dec. 7, 2012) (same); *In re N.J. Affordable Homes Corp.*, No. 05-60442 (DHS), 2006 WL 2128624, at *14 (Bankr. D.N.J. June 29, 2006) ("the circumstances of the case will dictate the necessary relief to be given"); *In re Columbia Gas Sys., Inc.*, Nos. 91-803, 91-804, 1992 WL 79323, at *2 (Bankr. D. Del. Feb. 18, 1992) ("what interest is entitled to adequate protection and what constitutes adequate protection must be decided on a case-by-case basis"); *see also In re Dynaco Corp.*, 162 B.R. 389, 394 (Bankr. D.N.H. 1993) (citing 2 Collier on Bankruptcy ¶ 361.01[1] at 361–66 (15th ed. 1993) (explaining that adequate protection can take many forms and "must be determined based upon equitable considerations arising from the particular facts of each proceeding")).

54. As set forth in the Interim Order, the Debtors propose to provide the Prepetition Secured Parties with a variety of adequate protection (the "<u>Adequate Protection Obligations</u>") to protect against the postpetition Diminution in Value of the Cash Collateral resulting from the use, sale, or lease of the Cash Collateral by the Debtors and the imposition of the automatic stay. The Adequate Protection Obligations include:

a. payment of all interest accruing under the Prepetition Loan Documents at the respective rates applicable thereto under the Prepetition Loan Documents as and when due pursuant to the Prepetition Loan Documents, which interest shall be paid in kind by capitalizing it and adding it to the principal balance of the Prepetition Loans; *provided that* the Prepetition Lenders reserve their rights to assert default interest pursuant to the Prepetition Loan Documents in connection with the confirmation of a plan of liquidation or reorganization for the Debtors (which interest, if required to be paid shall be paid in kind by capitalizing it and adding it to the principal balance of the Prepetition Loans).

b. replacement liens and security interests in DIP Collateral and superpriority administrative expense claims under sections 503 and 507 of the Bankruptcy Code, in each case (and as applicable) junior only to the DIP Liens, Prior Senior Liens, DIP Obligations, and the Carve Out, to the extent of any Diminution in the Value of the Prepetition Lenders' interest in any Cash Collateral or other Prepetition Collateral arising as a result of (A) the use, sale, or lease of Cash Collateral or other collateral, (B) the granting of priming liens to secure the DIP Facility or (C) the imposition of the automatic stay;

c. reimbursement by the Debtors of the reasonable and documented fees, costs, and out-of-pocket expenses incurred or accrued by the Prepetition Lenders (to include all reasonable and documented fees, costs, and out-of-pocket expenses) after the Petition Date in connection with any and all aspects of the Debtors' Cases; and

d. delivery of reporting and information in the form and on a cadence to be agreed upon by the parties.

55. The proposed Adequate Protection to be provided for the benefit of the Prepetition Secured Parties is appropriate and is sufficient to protect the Prepetition Secured Parties from any Diminution in Value in the Cash Collateral. The Debtors' provision of the Adequate Protection is fair and appropriate under the circumstances of these chapter 11 cases to ensure the Debtors are able to continue using the Cash Collateral, subject to the terms and limitations set forth in the Interim Order, for the benefit of all parties in interest and their estates.

III. The DIP Lenders Should Be Deemed Good-Faith Lenders Under Section 364(e).

56. Section 364(e) of the Bankruptcy Code protects a good-faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. Section 364(e) of the Bankruptcy Code provides that:

> The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

57. As explained herein and in the Sutter Declaration, the DIP Documents are the result of: (a) the Debtors' determination that under the current circumstances the DIP Facility offered by the DIP Lenders provides the best and, in fact, only viable postpetition financing alternative available to the Debtors and (b) heavily negotiated, arm's-length, good-faith negotiations between the Debtors and the DIP Lenders. *See* Sutter Decl. ¶¶ 13, 16. The Debtors submit that the terms and conditions of the DIP Documents are reasonable under the circumstances, and the proceeds of the DIP Facility will be used only for purposes that are permissible under the Bankruptcy Code. Further, no consideration is being provided to any party to the DIP Documents other than as described herein. Accordingly, the Court should find that the DIP Lenders are "good faith" lenders within the meaning of section 364(e) of the Bankruptcy Code and are entitled to all of the protections afforded by that section.

IV. The Automatic Stay Should Be Modified on a Limited Basis.

58. The DIP Term Sheet and proposed Interim Order provides that the automatic stay provisions of section 362 of the Bankruptcy Code will be modified to allow the DIP Lenders to file any financing statements, notice of liens or similar instruments in order to validate and perfect the liens and security interests granted to them under the Interim Order. The proposed Interim Order further provides that the automatic stay is modified as necessary to permit the Debtors to grant liens to the DIP Lenders and to incur all liabilities and obligations set forth in the Interim Order. Finally, the proposed Interim Order provides that, following the occurrence of an Event of

Default (as defined in the Interim DIP Order) and an appropriate opportunity for the Debtors to obtain appropriate relief from the Court, the automatic stay shall be vacated and modified to the extent necessary to permit the DIP Secured Parties to exercise all rights and remedies in accordance with the DIP Documents.

59. Stay modifications of this kind are ordinary and standard features of debtor-in-possession financing arrangements and, in the Debtors' business judgment, are reasonable and fair under the circumstances of these chapter 11 cases. *See, e.g.*, *In re Thrasio Holdings, LLC*, No. 24-11840 (CMG) (Bankr. D.N.J. April 4, 2024) (modifying the automatic stay as necessary to effectuate the terms of the order); *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) (same); *In re Rite Aid Corp.*, No. 23-18992 (MBK) (Bankr. D.N.J. Dec. 22, 2023) (same); *In re WeWork Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. May 30, 2024) (same); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 6, 2023) (same).

V. Failure to Obtain Immediate Interim Access to the DIP Facility and Cash Collateral Would Cause Immediate and Irreparable Harm.

60. Bankruptcy Rules 4001(b) and 4001(c) provide that a final hearing on a motion to obtain credit pursuant to section 364 of the Bankruptcy Code or to use Cash Collateral pursuant to section 363 of the Bankruptcy Code may not be commenced earlier than 14 days after the service of such motion. Upon request, however, the Court may conduct a preliminary, expedited hearing on the motion and authorize the obtaining of credit and use of cash collateral to the extent necessary to avoid immediate and irreparable harm to a debtor's estate.

61. For the reasons noted above and as set forth in the Hanson Declaration, the Debtors have an immediate postpetition need to use Cash Collateral and access the liquidity provided by the DIP Facility. *See* Hanson Decl. ¶¶ 7-12. The Debtors will use cash to fund the operation of their business for a sufficient amount of time to obtain approval of the Blue Apron Settlement and

close on the transition of the Debtors' fulfillment business to Misfits Market. *See* Hanson Decl. ¶ 15. Substantially all of the Debtors' cash represents the Cash Collateral and the Debtors will not be able to meet their near-term liquidity needs without immediate and prompt access to Cash Collateral. The Debtors rely on the Cash Collateral generated from their operations to, among other things, honor employee wages and benefits, procure goods and services integral to the Debtors' ongoing business operations, fund operational expenses, and maintain favorable relationships with their vendors, suppliers, employees, and customers. *See* Hanson Decl. ¶ 12. At the outset of these chapter 11 cases, the Debtors will need this operating revenue to satisfy payroll and contractual obligations, pay suppliers, meet overhead, and make any other payments that are essential for the continued management, operation, and preservation of the Debtors' business. *See* Hanson Decl. ¶ 9. The Debtors will therefore be unable to operate their business or otherwise fund these chapter 11 cases without access to Cash Collateral and will suffer immediate and irreparable harm to the detriment of all creditors and other parties in interest. In short, the Debtors' ability to administer these chapter 11 cases and maximize the value of the Debtors' estates is contingent on their ability to use Cash Collateral.

62. The Debtors request that the Court hold and conduct a hearing to consider entry of the Interim Order authorizing the Debtors, from and after entry of the Interim Order until the Final Hearing, to receive initial funding under the DIP Facility. The Debtors require the initial funding under the DIP Facility prior to the Final Hearing and entry of the Final Order to continue operating, and to implement the relief requested in the Debtors' other "first day" motions. This relief will enable the Debtors to preserve and maximize value and, therefore, avoid immediate and irreparable harm and prejudice to their estates and all parties in interest, pending the Final Hearing.

Request for Final Hearing

63. Pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtors request that the Court set a date for the Final Hearing that is as soon as practicable, and in no event after twenty-eight (28) days after the Petition Date, and fix the time and date prior to the Final Hearing for parties to file objections to this Motion.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

64. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h) for the reasons set forth herein.

Reservation of Rights

65. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request, approval, or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code (or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code); (f) an admission by the Debtors as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, claims, causes of action, or other rights

under the Bankruptcy Code or any other applicable law; (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; or (i) a waiver of the obligation of any party in interest to file a proof of claim. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

No Prior Request

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

Notice

67. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to Birch Grove Investments LLC; (d) counsel to FaraNord (US) IV Pte Ltd; (d) the holders of the thirty largest unsecured claims against the Debtors (on a consolidated basis); (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 DIP Orders, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: April 27, 2026

/s/ Ryan T. Jareck

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Proposed Counsel to the Debtors
and Debtors in Possession

Exhibit A

Interim 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 *Proposed Counsel to the Debtors and Debtors in Possession*	
In re: FRESHREALM, INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 26-[●] ([●]) (Joint Administration Requested)

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) GRANTING ADEQUATE PROTECTION, (IV) MODIFYING AUTOMATIC STAY, (V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through eighty (80), together with the exhibits attached hereto, is **ORDERED**.

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

Upon the motion (the "**Motion**")[2] of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") in the above captioned chapter 11 cases (collectively, these "**Cases**"), pursuant to sections 105, 361, 362, 363, 364, 506(c), 507, and 552 of title 11 of the United States Code (as amended, the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 4001 and 9013 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "**Local Rules**"), seeking entry of this interim order (this "**Interim Order**"):

(i) authorizing FreshRealm, Inc., in its capacity as borrower (the "**DIP Borrower**"), to obtain postpetition financing, and for FreshRealm Holdings, Inc. ("**Parent**") and each subsidiary of the Parent that is a Debtor (other than the DIP Borrower and FreshRealm Texas, LLC, the "**DIP Guarantors**") to guarantee unconditionally on a joint and several basis, the DIP Borrower's obligations in connection with a superpriority senior secured multiple draw term loan credit facility (the "**DIP Facility**") in the maximum aggregate principal amount of $63,000,000 (the "**DIP Loans**"), consisting of:

(a) New Money DIP Loans. A superpriority senior secured multiple draw term loan facility in the principal amount not to exceed the sum of (a) (i) $3,000,000 in prepetition protective advances, which shall be "rolled up" into the DIP Facility, of which $1.8 million was provided by BGC (as defined below (the "**BGC Protective Advance**") and $1.2 million was provided by FaraNord (as defined below (the "**FaraNord Protective Advance**", and together with the BGC Protective Advance, the "**Protective Advances**") and (b) $15,000,000 (the "**Post-Petition New Money DIP Commitments**" and the term loans made thereunder, the "**Post-Petition New Money DIP Loans**" and together with the Protective Advances, the "**New Money DIP Loans**"), $9,000,000 of which commitments shall be provided by BGC (the "**BGC Post-Petition New Money DIP Loans**" and, together with the BGC Protective Advance, the "**BGC New Money DIP Loans**") and $6,000,000 of which commitments shall be provided by FaraNord (the "**FaraNord Post-Petition New Money DIP Loans**" and together with the FaraNord Protective Advance, the "**FaraNord New Money DIP Loans**"), which

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms later in this Interim Order, the Motion or the DIP Term Sheet (each as defined herein), as applicable.

Post-Petition New Money DIP Loans shall be funded in part upon entry of this Interim Order in accordance with the terms and conditions set forth in the Summary of Proposed Material Terms and Conditions, dated as of April [•], 2026 (the "**DIP Term Sheet**"), attached hereto as **Exhibit B**, and the DIP Credit Agreement (as defined below), and all other terms and conditions of the DIP Term Loan Documents (as defined below);

(b) Roll-Up Loans. A "roll up" in the collective aggregate principal amount of $45,000,000 (the "**Roll-Up DIP Loans**"), consisting of up to (i) $27,000,000 in aggregate principal amount of the Term Loans outstanding under the First Lien Credit Agreement (as defined below) (the "**BGC Roll-Up DIP Loans**") and (ii) $18,000,000 in aggregate principal amount of the Term Loans outstanding under the Second Lien Credit Agreement (the "**FaraNord Roll-Up DIP Loans**", together with the BGC Roll-Up DIP Loans, the "**Roll-Up DIP Loans**", and the Roll-Up DIP Loans together with the New Money DIP Loans, the "**DIP Loans**"), with:

(i) Interim Roll-Up DIP Loans: up to $30,000,000 rolling-up subject to, and effective upon, entry of this Interim Order and funding of $10,000,000 of New Money DIP Loans, accruing interest pursuant to the DIP Credit Agreement commencing with entry of this Interim Order (the "**Interim Roll-Up**" and "**Interim Roll-Up Obligations**");

(ii) Final Roll-Up DIP Loans: up to $15,000,000 rolling-up subject to, and effective upon, entry of the Final Order and funding of $5,000,000 of New Money DIP Loans, accruing interest pursuant to the DIP Credit Agreement commencing with entry of the Final Order (the "**Final Roll-Up**" and "**Final Roll-Up Obligations**", and collectively with the Interim Roll-Up and Interim Roll-Up Obligations, the "**Roll-Up**" and "**Roll-Up Obligations**"); and

(iii) The amount the Roll-Up Obligations shall occur in equal amounts based upon the amount drawn on the New Money DIP Loans. The Roll-Up DIP Loans shall be subordinated in right of payment to the New Money DIP Loans.

(c) Interim Facility. Upon entry of this Interim Order and satisfaction of the conditions set forth in the DIP Term Sheet, the maximum amount of loans under the Post-Petition New Money Commitments that will be disbursed to the DIP Borrower shall be $10,000,000.

(ii) authorizing the DIP Borrower and the DIP Guarantors to enter into and perform under a Super-Priority Senior Secured Debtor-In-Possession Credit and Guaranty Agreement, among the DIP Borrower, the DIP Guarantors, the various lenders party thereto (collectively in such capacities, the "**DIP Lenders**"), and BGC Lender Rep LLC, as administrative agent, and collateral agent for the DIP Lenders (in such capacities, the "**DIP Agent**," and together with the DIP Lenders and the other secured parties to be set forth the DIP Credit Agreement), the "**DIP Secured Parties**") (as the same may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the "**DIP Credit Agreement**") and all agreements, documents, and instruments delivered or executed in connection therewith, in each case as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time in accordance with the terms thereof (including other guarantee and security documentation, collectively, the "**DIP Term Loan Documents**") (each of the documents in the foregoing, together with the DIP Term Sheet, this Interim Order and the Final Order (as defined below), collectively, the "**DIP Documents**"), and to perform such other and further acts as may be required in connection with the DIP Documents;

(iii) authorizing the Debtors to use the proceeds of the DIP Loans and the Prepetition Collateral (as defined below), including Cash Collateral (as defined below), (x) solely in accordance with the Approved DIP Budget subject to any Permitted Budget Variances (each as defined below) set forth herein and in the DIP Credit Agreement, (y) to effectuate the roll-up of the Roll-Up DIP Loans in accordance with the this Interim Order and the Final Order, and (z) to provide working capital for, and for other general corporate purposes of, the Debtors and certain of the Debtors' subsidiaries, including for funding the Carve Out (as defined below) and for payment of any Adequate Protection Payments (as defined below), in each case solely in accordance with the Approved DIP Budget subject to any Permitted Budget Variances;

(iv) granting adequate protection to the Prepetition Secured Parties (as defined below) to the extent of any Diminution in Value (as defined below) of their interests in the Prepetition Collateral;

(v) to the extent provided by the Bankruptcy Code, (a) granting the DIP Agent for the benefit of the DIP Lenders (A) valid, enforceable, binding, non-avoidable, and fully perfected first priority priming liens on and senior security interests in the DIP Collateral (as defined below), whether any such foregoing property is presently-owned or after-acquired, and each Debtors' estate as created by section 541 of the Bankruptcy Code, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date (as defined below), with the foregoing clauses (a) and (b) subject only to the

(x) Carve Out and (y) other valid, perfected and unavoidable liens, if any, existing as of the Petition Date that are senior to the liens or security interests of the Prepetition Secured Parties as of the Petition Date by operation of law or permitted by the Prepetition Documents (as defined below) and liens that are perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code (the "**Prior Senior Liens**");

(vi) to the extent provided by the Bankruptcy Code, granting superpriority administrative expense claims against each of the Debtors' estates to the DIP Agent and the DIP Secured Parties with respect to the DIP Obligations (as defined below) with priority over any and all administrative expenses of any kind or nature subject and subordinate only to the payment of the Carve Out on the terms and conditions set forth herein and in the DIP Documents;

(vii) subject to and effective upon entry of the Final Order granting such relief, waiving the Debtors' and the estates' right to surcharge against the Prepetition Collateral (as defined below) or the DIP Collateral (as defined below) pursuant to section 506(c) of the Bankruptcy Code;

(viii) subject to and effective upon entry of the Final Order granting such relief, for the "equities of the case" exception under section 552(b) of the Bankruptcy Code and the equitable doctrine of marshalling to not apply to such parties with respect to the proceeds, products, offspring, or profits of any Prepetition Collateral or DIP Collateral, as applicable;

(ix) pursuant to Bankruptcy Rule 4001, holding an interim hearing (the "**Interim Hearing**") on the Motion before the Court (as defined below) to consider entry of this Interim Order, among other things, (1) authorizing the Debtors to, on an interim basis, borrow from the DIP Lenders a principal amount of $43,000,000 in DIP Loans of which (I) $3,000,000 of the Protective Advances shall be "rolled-up" into the DIP Facility upon entry of this Interim Order, (II) $10,000,000 of Post-Petition New Money Loans will be made available to the DIP Borrower on the date of this Interim Order and (III) $30,000,000 of the Roll-Up DIP Loans shall be deemed funded and converted into DIP Loans upon entry of this Interim Order, in each case, subject to and in accordance with this Interim Order, without any further action by the Debtors or any other party, (2) authorizing the DIP Guarantors to guarantee the DIP Obligations, (3) authorizing the Debtors' use of Prepetition Collateral (including Cash Collateral), (4) granting the adequate protection described in this Interim Order and the DIP Term Sheet, and (5) authorizing the Debtors to execute and deliver the DIP Documents to which they are a party and to perform their respective obligations thereunder and such other and further acts as may be necessary or appropriate in connection therewith;

(x) scheduling a final hearing (the "**Final Hearing**") to consider the relief requested in the Motion and the entry of a final order (the "**Final Order**"), and approving the form of notice with respect to the Final Hearing; and

(xi) granting related relief.

The Court having considered the Motion, the exhibits thereto, *the Declaration of Bryan Fleming, Chief Financial Officer to the Debtors and Senior Director of Alvarez & Marsal North America, LLC in Support of the Debtors' Chapter 11 Petitions and First Day Motions, the Declaration of Michael Sutter, Vice President of Rothschild & Co. in Support of the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief*, and the *Declaration of John Hanson, Managing Director of Alvarez & Marsal North America, LLC in Support of the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* , and the other evidence submitted or adduced and the arguments of counsel made at the Interim Hearing held on [ ], 2026; and the Court having heard and resolved or overruled any objections, reservations of rights, or other statements with respect to the relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties in interest, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Term Sheet, the DIP Credit Agreement (subject to execution and filing thereof) and the other DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and the Debtors having provided notice of the Motion as set forth in the Motion, and it appearing that no other or further notice of the interim relief granted herein need be given under the circumstances; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. *Petition Date*. On [ ], 2026 (the "**Petition Date**"), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "**Court**") commencing these Cases. On [ ], 2026, the Court entered an order approving joint administration of these Cases.

[3] Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

B. *Debtors in Possession*. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Cases.

C. *Jurisdiction and Venue*. The Court has jurisdiction over the Motion, these Cases, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered on July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Court may enter a final order consistent with Article III of the United States Constitution. Venue for these Cases and proceedings on the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. *Committee*. As of the date hereof, the Office of the United States Trustee for the District of New Jersey (the "**U.S. Trustee**") has not yet appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (any such committee, the "**Committee**").

E. *Notice*. Notice of the Motion and the Interim Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice of the Motion with respect to the relief requested at the Interim Hearing is or shall be required. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, for purposes of Bankruptcy Rule 6003.

F. *Debtors' Stipulations*. Subject only to the rights of parties in interest specifically set forth in paragraph 12 of this Interim Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Interim Order), the Debtors stipulate and agree that (collectively, paragraphs F(i) through (xi) and G(i) through (vii) below are referred to herein as the "**Debtors' Stipulations**"):

(i) *Protective Advances*.

(a) The First Lien Agent provided the $1.8 million BGC Protective Advance to FreshRealm, Inc., as borrower under the First Lien Credit Agreement (the "**Prepetition Borrower**") on April 14, 2026, as a "Collateral Agent Advance" under and as defined in the First Lien Credit Agreement, which, pursuant to the express terms of the First Lien Credit Agreement, constitute "Obligations" under the First Lien Documents. The First Lien Lenders were obligated pursuant to the terms of the First Lien Credit Agreement, and did, reimburse the First Lien Agent, for the BGC Protective Advance, upon which the BGC Protective Advance became Obligations owing to the First Lien Lenders. The BGC Protective Advance was documented as a "Collateral Agent Advance" under and as defined in the First Lien Credit Agreement, pursuant to a letter agreement between the Prepetition Borrower and the First Lien Agent, dated April 14, 2026, pursuant to which the Prepetition Borrower acknowledged and agreed that the BGC Protective Advance constituted a Collateral Agent Advance, and Obligations, under and as defined in the First Lien Credit Agreement.

(b) The Second Lien Agent provided the $1.2 million FaraNord Protective Advance to FreshRealm, Inc., as borrower under the Second Lien Credit Agreement on April 15, 2026, as a "Collateral Agent Advance" under and as defined in the Second Lien Credit Agreement, which, pursuant to the express terms of the Second Lien Credit Agreement, constitute "Obligations" under the Second Lien Documents. The First Lien Lenders were obligated pursuant to the terms of the First Lien Credit Agreement, and did, reimburse the Second Lien Agent, for the FaraNord Protective Advance, upon which the FaraNord Protective Advance became Obligations owing to the Second Lien Lenders. The FaraNord Protective Advance was documented as a "Collateral Agent Advance" under and as defined in the Second Lien Credit Agreement, pursuant to a letter agreement between the FreshRealm, Inc., and the Second Lien Agent, dated April 15, 2026, pursuant to which the Prepetition Borrower acknowledged and agreed that the FaraNord Protective Advance constituted a Collateral Agent Advance and Obligations, under and as defined in the Second Lien Credit Agreement.

(c) Under Protective Advances, BGC and FaraNord provided a total of $3,000,0000 in Protective Advances to the Debtors as an advance on the DIP Facility. As of the Petition Date, the Prepetition Loan Party Debtors (as defined below) were jointly and severally indebted to BGC and FaraNord for the Protective Advances without objection, defense, counterclaim, or offset of any kind, in the aggregate principal amount of not less than $3,000,000, and any additional fees, costs, premiums, expenses (including any attorneys', accountants', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Obligations (as defined in the Term Loan Credit Agreements), in each case, owing under or in connection with the Protective Advances (the obligations described in this subparagraph (c), collectively, the "**Protective Advance Obligations**").

(ii) *Protective Advance Collateral*. By the terms of the Term Loan Credit Agreements, the Protective Advances constituted Obligations under and as defined in the Term Loan Credit Agreements upon the making thereof. As such, the Protective Advances are secured by Collateral (as defined in the Prepetition Intercreditor Agreement) pursuant to the terms of the Prepetition Documents.

(iii) *First Lien Term Loans*.

(a) The First Lien Lenders (as defined below) provided First Lien Term Loans (as defined below) in a total aggregate principal amount outstanding as of the Petition Date of $51,327,785.56 (plus the BGC Protective Advance), under that certain Financing Agreement, dated as of March 11, 2025 (such credit agreement, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**First Lien Credit Agreement**," and together with the other Loan Documents (as defined in the First Lien Credit Agreement), the "**First Lien Documents**"), among the DIP Borrower, Parent, certain subsidiaries of the DIP Borrower as guarantors, the various lenders from time to time party thereto (the "**First Lien Lenders**"), and BGC Lender Rep LLC, FSB as administrative agent and collateral agent (in such capacities, the

"**First Lien Agent**", and together with the First Lien Lenders and the other Secured Parties (as defined in the First Lien Credit Agreement), the "**First Lien Secured Parties**").

(b) In connection with the First Lien Credit Agreement, certain Loan Parties (as defined in the First Lien Credit Agreement, the "**Prepetition Loan Party Debtors**") entered into that certain Pledge and Security Agreement, dated as of March 11, 2025, made by Parent, the DIP Borrower, and the other Grantors (as defined therein) from time to time party thereto in favor of the First Lien Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**First Lien Collateral Agreement**").

(c) As of the Petition Date, the Prepetition Loan Party Debtors were jointly and severally indebted to the First Lien Secured Parties pursuant to the First Lien Documents without objection, defense, counterclaim, or offset of any kind, in the aggregate principal amount of not less than $51,327,785.56 (plus the BGC Protective Advance) on account of First Lien Term Loans *plus* accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accountants', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Obligations (as defined in the First Lien Credit Agreement), in each case, owing under or in connection with the First Lien Documents (the obligations described in this subparagraph (c), collectively, the "**First Lien Loan Obligations**").

(iv) *First Lien Collateral*. Pursuant to the Prepetition Intercreditor Agreement, the First Lien Collateral Agreement and the other First Lien Documents are secured by valid, binding, perfected, enforceable, and separate and distinct first-priority security interests (subject, in the case of the FaraNord Priority Collateral (as defined in the Prepetition Intercreditor Agreement), to the senior liens of the Second Lien Agent on behalf of the Second Lien Secured Parties (as defined below) on such FaraNord Priority Collateral) in and liens as further described below (the "**First Liens**") on the Collateral (as defined in the Prepetition Intercreditor Agreement, the "**First Lien Collateral**"), subject to the priorities set forth in the Prepetition Intercreditor Agreement and the other First Lien Documents.

(v) *Second Lien Term Loans*.

(a) The Second Lien Lenders (as defined below) provided Second Lien Term Loans (as defined below) in a total aggregate principal outstanding amount as of the Petition Date of $117,400,000.00 (plus the FaraNord Protective Advance) under that certain Financing Agreement, dated as of October 16, 2025 (such credit agreement, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**Second Lien Credit Agreement**;" and together with the First Lien Credit Agreement, the "**Term Loan Credit Agreements**") and together with the other Loan Documents (as defined in the Second Lien Credit Agreement), the "**Second Lien Loan Documents**", and together with the First Lien Loan Documents, the "**Prepetition Documents**") among the DIP Borrower, Parent, certain subsidiaries of the DIP Borrower as guarantors, the various lenders from time to time party thereto (the "**Second

Lien Lenders”), and Faranord (US) III Pte Ltd, as administrative agent and collateral agent (in such capacities, the “**Second Lien Agent**”; and together with the First Lien Agent, the “**Prepetition Agents**”); and the Second Lien Agent, together with Second Lien Lenders and the other Secured Parties (as defined in the Second Lien Credit Agreement, the “**Second Lien Secured Parties**,” and together with the First Lien Agent and First Lien Secured Parties, the “**Prepetition Secured Parties**”).

(b) In connection with the Second Lien Credit Agreement, certain Prepetition Loan Party Debtors entered into that certain Pledge and Security Agreement, dated as of October 16, 2025, made by Parent, the DIP Borrower, and the other Grantors (as defined therein) from time to time party thereto in favor of the Second Lien Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Second Lien Collateral Agreement**”).

(c) As of the Petition Date, the Prepetition Loan Party Debtors were jointly and severally indebted to the Second Lien Secured Parties pursuant to the Second Lien Documents without objection, defense, counterclaim, or offset of any kind, in the aggregate principal amount of not less than $117,400,000.00 (plus the FaraNord Protective Advance) on account of Second Lien Term Loans *plus* accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys’, accountants’, consultants’, appraisers’, financial advisors’, and other professionals’ fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, and all other Obligations (as defined in the Second Lien Credit Agreement), in each case, owing under or in connection with the Second Lien Documents (the obligations described in this subparagraph (c), collectively, the "**Second Lien Loan Obligations**") and together with the First Lien Loan Obligations, the "**Prepetition Obligations**").

(vi) *Second Lien Term Loan Collateral*. Pursuant to the Prepetition Intercreditor Agreement, the Second Lien Collateral Agreement and the other Second Lien Documents, the Second Lien Loan Obligations are secured by valid, binding, perfected, enforceable, and separate and distinct second-priority (or, in the case of the FaraNord Priority Collateral, first-priority) security interests in and liens as further described below (the "**Second Liens**," and together with the First Liens, the "**Prepetition Liens**") on the Collateral (as defined in the Prepetition Intercreditor Agreement, the "**Second Lien Collateral**," and together with the First Lien Collateral, the "**Prepetition Collateral**"), subject to the priorities set forth in the Prepetition Intercreditor Agreement and the other First Lien Documents and Second Lien Documents. The First Lien Collateral and the Second Lien Collateral are identical and constitute Collateral under (and as defined in) the Prepetition Intercreditor Agreement. The Second Liens and the Second Lien Collateral are subject to the Prepetition Intercreditor Agreement and the other Second Lien Documents.

(vii) *Prepetition Collateral*. The Prepetition Collateral, pursuant to the First Lien Credit Agreement, the Second Lien Credit Agreement, and, or, the Prepetition Intercreditor

Agreement, as applicable, consists of substantially all assets of the Prepetition Loan Party Debtors, including without limitation, all accounts; all chattel paper; all commercial tort claims; all deposit accounts, all cash, all general intangibles (including, without limitation, all payment intangibles, intellectual property and licenses); all equipment, all goods, all instruments; all instruments; all investment property, all letter-of-credit rights; all pledged interests; all other tangible and intangible personal property and fixtures, all bank and other accounts and all cash and all investments therein; all insurance policies and all claims outstanding thereunder and all products and proceedings of such insurance and claims; all books and records and all proceeds of the foregoing.

(viii) *Prepetition Intercreditor Agreement*. Reference is made to that certain Amended and Restated Intercreditor Agreement, dated as of December 4, 2025, among FreshRealm, Inc., as borrower, each of the Grantors party thereto, BGC Lender Rep LLC, as First Lien Representative, and Faranord (US) III Pte Ltd, as Second Lien Representative, as amended, restated, supplemented or otherwise modified), the "**Prepetition Intercreditor Agreement**") Pursuant to section 510 of the Bankruptcy Code, any applicable intercreditor or subordination provisions contained in any of, or entered into as permitted by and in accordance with, the Prepetition Documents, including the Prepetition Intercreditor Agreement, shall (i) remain in full force and effect, (ii) shall continue to govern the relative priorities, rights and remedies of the Prepetition Secured Parties, and (iii) not be deemed to be amended, altered or modified by the terms of this Interim Order or the other DIP Documents, in each case, unless expressly set forth herein or therein.

(ix) *Cash Collateral*. Any and all of the Debtors' cash, including, without limitation, any amounts on deposit or maintained in any banking, checking, or other deposit accounts by the Debtors, any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral existing as of the Petition Date or deposited into the Debtors' banking, checking, or other deposit accounts after the Petition Date, and the proceeds of any of the foregoing is the Prepetition Secured Parties' cash collateral within the meaning of section 363(a) of the Bankruptcy Code ("**Cash Collateral**").

(x) *Bank Accounts*. The Debtors acknowledge and agree that as of the Petition Date, none of the Debtors has either opened or maintains any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system (the "**Cash Management Order**") and the order providing adequate assurance to utility providers, subject to the Debtors' right and ability to open new bank accounts on the conditions set forth in the Cash Management Order.

(xi) *Validity, Perfection, and Priority of Prepetition Liens and Prepetition Obligations*. Subject to the rights set forth in paragraph 12 of this Interim Order, each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (A) the (i) First Liens and (ii) Second Liens each are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral; (B) the (i) First Liens, and (ii) Second

Liens each are subject and subordinate only to Prior Senior Liens; (C) the Prepetition Liens are subject to the terms of and the priorities set forth in the Prepetition Intercreditor Agreement; (D) the (i) First Lien Obligations, and (ii) Second Lien Obligations each constitute legal, valid, binding, and non-avoidable obligations of the Prepetition Loan Party Debtors; (E) the Prepetition Liens encumber all of the Prepetition Collateral subject to the priorities set forth in the Prepetition Documents and the Prepetition Intercreditor Agreement, as the same existed on the Petition Date; (F) the Prepetition Liens were granted to or for the benefit of the Prepetition Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (G) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; and (H) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against the Prepetition Agents, the Prepetition Secured Parties, or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the Prepetition Documents, the Prepetition Obligations, or the Prepetition Liens.

G. *Findings Regarding the DIP Facility and Use of Cash Collateral*.

(i) The Debtors have an immediate need to obtain the DIP Facility and to use Cash Collateral (solely to the extent consistent with and in accordance with the Approved DIP Budget, subject to any Permitted Budget Variances set forth herein and in the other DIP Documents) to, among other things, pay the costs and expenses associated with administering these Cases, continue the orderly operation of their businesses, maximize and preserve the Debtors' going concern value, make lease and other contractual payments, and satisfy other working capital and general corporate purposes and to pay certain Adequate Protection Payments. The DIP Facility will also reassure the Debtors' and their non-Debtor affiliates' customers and employees that the Debtors will have access to additional liquidity to meet their commitments during these Cases. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the Debtors' going concern value and successful reorganization. The Debtors will not have sufficient sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business throughout these Cases without access to the DIP Facility and authorized use of Cash Collateral as provided herein.

(ii) The Debtors and their estates will suffer immediate and irreparable harm if immediate financing is not obtained and permission to use Cash Collateral is not granted. The extensions of credit under the DIP Facility is fair and reasonable and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

(iii) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors also are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code for the purposes set forth in the DIP Documents without the Debtors granting to the DIP Secured Parties the DIP Liens (as defined below) and the DIP Superpriority Claims (as defined below) under the terms and conditions set forth in this Interim Order and the other DIP Documents.

(iv) The DIP Facility has been negotiated in good faith and at arm's length among the Debtors and the DIP Secured Parties, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the DIP Term Sheet, the DIP Facility, and the DIP Documents, including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and all other obligations under the DIP Documents (the obligations under the DIP Term Sheet, the DIP Facility, the DIP Term Loan Credit

Agreement, and the DIP Term Loan Documents, the "**DIP Obligations**") shall be deemed to have been extended by the DIP Secured Parties in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Obligations, the DIP Liens, and the DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, and any liens or claims granted to, or payments made to, the DIP Agent or the DIP Lenders hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein.

(v) *Adequate Protection*. Each, (i) the First Lien Secured Parties, and (ii) the Second Lien Secured Parties are entitled, pursuant to sections 105, 361, 362, and 363(e) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral, including Cash Collateral, for the Diminution in Value (as defined below) thereof, subject only to the rights of parties in interest specifically set forth in paragraph 12 of this Interim Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Interim Order).

(vi) *Sections 506(c) and 552(b)*. In light of the Prepetition Secured Parties' agreement to subordinate their liens and superpriority claims to the DIP Obligations and the Carve Out and to permit the use of their Cash Collateral as set forth herein, the Prepetition Secured Parties are entitled to the rights and benefits of section 552(b) of the Bankruptcy Code and, subject to and effective upon entry of the Final Order, (i) a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code, (ii) a waiver of the equitable doctrine of marshalling, and (iii) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

(vii) *Consent by Required Lenders*. Holders constituting Required Lenders (as defined in the Prepetition Term Loan Credit Agreements) have consented to, or are deemed to consent to, conditioned upon entry of this Interim Order, the Debtors' incurrence of the DIP Facility, respectively, and proposed use of Cash Collateral on the terms and conditions set forth in this Interim Order and the other DIP Documents, as applicable, including, without limitation, the terms of the adequate protection provided for in this Interim Order.

H. *Good Cause Shown; Best Interest*. Good cause has been shown for entry of this Interim Order, and entry of this Interim Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing business and enhance the Debtors' prospects for a successful reorganization. Absent granting the relief sought by this Interim Order, the Debtors' estates will be immediately and irreparably harmed.

I. *Notice*. In accordance with Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and applicable Local Rules, notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by the Debtors. Under the circumstances, the notice given by the Debtors of the Motion, the relief requested herein, and of the Interim Hearing complies with Bankruptcy Rules 2002, 4001(b) and (c), and 9014 and applicable Local Rules.

J. *Arm's Length, Good Faith Negotiations*. The terms of this Interim Order were negotiated in good faith and at arm's length between the Debtors, the DIP Secured Parties, the First Lien Secured Parties, and the Second Lien Secured Parties. The Prepetition Secured Parties and the DIP Secured Parties have acted without negligence or violation of public policy or law in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the Debtors' incurrence of the DIP Facility and the Debtors' use of Cash Collateral, including in respect of all of the terms of this Interim Order, all documents related thereto, and all transactions contemplated by the foregoing.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. DIP Financing Approved. The Motion is granted on an interim basis as set forth herein, the DIP Facility is approved on an interim basis, and the use of Cash Collateral on an interim basis is authorized, subject to the terms of this Interim Order.

2. Objections Overruled. Any objections, reservations of rights, or other statements with respect to the Motion and entry of this Interim Order, to the extent not withdrawn or resolved, are overruled on the merits. Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(e)(2) and the Local Rules. This Interim Order shall become effective immediately upon its entry. The rights of all parties in interest to object to the entry of a Final DIP Order are reserved.

3. Authorization of the DIP Facility and the DIP Documents.

(a) The DIP Borrower and the DIP Guarantors are hereby immediately authorized and empowered to enter into, and execute and deliver, the DIP Documents, including the DIP Credit Agreement, and such additional documents, instruments, certificates, and agreements as may be reasonably required or requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this Interim Order and the other DIP Documents and to effectuate the roll-up of (i) the $3,000,000 of the Protective Advances into the DIP Loans and (ii) the $45,000,000 of the Roll-Up DIP Loans into the DIP Loans. To the extent not entered into as of the date hereof, the Debtors and the DIP Secured Parties shall negotiate the DIP Documents in good faith, and in all respects such DIP Documents shall be, subject to the terms of this Interim Order and the Final Order, consistent with the terms of the DIP Term Sheet and the DIP Credit Agreement and otherwise reasonably acceptable to the DIP Agent (acting at the direction of the required lenders as defined in the DIP Term Sheet (the "**Required DIP Lenders**") and acceptable to the Debtors and the Required DIP Lenders. To the extent applicable, upon entry of this Interim Order and until execution and delivery of the DIP Credit Agreement and other DIP Documents required to be delivered thereunder, the Debtors and the DIP Secured Parties shall be bound by (x) the terms and conditions and other provisions set forth in the other executed DIP Documents, subject to such terms and conditions, with the same force and effect as if duly executed and delivered to the DIP Agent by the Debtors, and (y) this Interim Order and the other executed DIP shall govern and control the DIP Facility. Upon execution of the DIP Credit Agreement (which shall be filed on the docket), the Debtors and the DIP Secured Parties shall be further bound by the DIP Credit Agreement. Upon the entry of this Interim Order, the Interim Order, the DIP Term Sheet (and upon execution, the DIP Credit Agreement), and other DIP Documents shall govern and control the DIP Facility, as applicable. The DIP Agent is hereby authorized to execute and enter into their respective obligations under the DIP Documents, as applicable, subject to the terms and conditions set forth therein and this Interim Order. Upon execution and delivery thereof, the DIP Documents shall constitute valid and binding obligations of the Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms and conditions of the DIP Documents and this Interim Order, the terms and conditions of this Interim Order shall govern and control.

(b) Upon entry of this Interim Order, the DIP Borrower is hereby authorized to borrow, and the DIP Guarantors are hereby authorized to guarantee, in accordance with this Interim DIP Order and the DIP Documents, borrowings up to an aggregate principal amount of $43,000,000 of the DIP Term Loans (inclusive of the Roll-Up DIP Loans), of which (A) $10,000,000 of the Post-Petition New Money Loans will be made available to the DIP Borrower on the date of this Interim Order, (B) $3,000,000 of the Protective Advances shall be deemed converted into New Money DIP Loans upon entry of this Interim Order, (C) $18,000,000 of the First Lien Loan Obligations shall be deemed rolled-up and converted, dollar-for-dollar, into $18,000,000 of Interim Roll-Up Obligations, and (D) $12,000,000 of the Second Lien Loan Obligations shall be deemed rolled-up and converted, dollar-for-dollar, into $12,000,000 of Interim

Roll-Up Obligations. The authorization of the Interim Roll-Up Obligations shall be subject to (i) the Carve Out and (ii) the reservation of rights set forth in paragraph 12 of this Interim Order. In the event of a successful Challenge (as defined herein), the Court may fashion any appropriate relief concerning the Interim Roll-Up Obligations; *provided* that no such remedy shall affect the validity, priority, or any other aspect of the Interim Roll-Up Obligations.

(c) Effective upon and subject to entry of the Final Order, the DIP Borrower is authorized to borrow, and the DIP Guarantors are authorized to guarantee, borrowings up to an aggregate principal amount of $15,000,000 of the DIP Term Loans, of which (A) $5,000,000 of the Post-Petition New Money Loans will be made available to the DIP Borrower, (B) $9,000,000 of the First Lien Loan Obligations shall be deemed rolled-up and converted, dollar-for-dollar, into $9,000,000 of Final Roll-Up Obligations, and (C) $6,000,000 of the Second Lien Loan Obligations shall be deemed rolled-up and converted, dollar-for-dollar, into $6,000,000 of Final Roll-Up Obligations, in each case of the foregoing, subject to the Carve Out, without any further action by the Debtors or any other party.

(d) The Prepetition Secured Parties would not otherwise consent to the use of their Cash Collateral, and the DIP Agent and the DIP Lenders would not be willing to provide the DIP Facility or extend credit to the Debtors thereunder, without approval of the Roll-Up upon entry of this Interim Order. The Roll-Up Obligations shall be authorized as and deemed for all purposes to be consideration in exchange for, and solely on account of, the agreement of the Prepetition

Secured Parties to fund amounts under the DIP Facility and not as adequate protection for, or otherwise on account of, any First Lien Loan Obligations and Second Lien Loan Obligations.

(e) The amount the Roll-Up Obligations shall occur in equal amounts based upon the amount drawn on the New Money DIP Loans.

(f) All the New Money DIP Loans shall be *pari passu* in right of payment and security. The Roll-Up DIP Loans shall be subordinated in right of payment and security to the New Money DIP Loans.

(g) In accordance with the terms of this Interim Order and the other DIP Documents, proceeds of the DIP Loans shall be used solely for the purposes permitted under this Interim Order and the other DIP Documents, and in accordance with the Approved DIP Budget, subject to the Carve Out and any Permitted Budget Variances, as set forth in this Interim Order and the other DIP Documents. Attached as **Exhibit C** hereto and incorporated herein by reference is a budget prepared by the Debtors and approved by the Required DIP Lenders (the "**Initial DIP Budget**").

(h) In furtherance of the foregoing and without further approval of the Court, each Debtor is authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted solely to the extent necessary to perform all acts and to make, execute, and deliver all instruments and documents (including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent contemplated thereby, or other DIP Documents), and to pay all fees (including all amounts owed to the DIP Lenders and the DIP Agent under the DIP Documents and the Prepetition Agents under the Prepetition Documents) that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Facility, including, without limitation:

(1) the execution, delivery, and performance of the DIP Documents, including, without limitation, the DIP Credit Agreement, any guaranty agreement, any security and pledge agreement, and any mortgage to the extent required thereby;

(2) the execution, delivery, and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Documents (in each case in accordance with the terms of the applicable DIP Documents and in such form as the Debtors, the DIP Agent, and the Required DIP Lenders, as applicable, may reasonably agree), it being understood that no further approval of the Court shall be required for amendments, waivers, consents, or other modifications to and under the DIP Documents or the DIP Obligations that are not material or are not adverse to the Debtors; *provided, that*, any such non-material or non-adverse amendment shall be provided to the U.S. Trustee and counsel for the Committee to the extent one has been appointed at such time;

(3) the non-refundable payment to each of and/or on behalf of the DIP Secured Parties, as applicable, of the fees referred to in the DIP Documents,

including (x) all fees and other amounts owed to the DIP Agent and the DIP Lenders and (y) all reasonable and documented costs and expenses as may be due from time to time, including, without limitation, the reasonable and documented fees and expenses of their respective legal counsel (including, for the avoidance of doubt, the fees costs, and expenses of Herbert Smith Freehills Kramer (US) LLP, and Sills Cummis & Gross P.C., and Kirkland & Ellis LLP) and financial advisors (collectively, the "**Lender Professionals**" and, each a "**Lender Professional**"),incurred after the Petition Date, which such fees and expenses shall be paid on a monthly basis and not be subject to the approval of the Court, nor shall any recipient of any such payment be required to file with respect thereto any interim or final fee application with the Court, *provided* that any fees and expenses of a professional shall be subject to the provisions of paragraph 18 of this Interim Order; and

(4) the performance of all other acts required under or in connection with the DIP Documents.

(i) Upon entry of this Interim Order and subject to the Carve Out (with respect to the DIP Collateral) and the rights of parties in interest specifically set forth in paragraph 12 of this Interim Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Interim Order), such DIP Documents, the DIP Obligations, and the DIP Liens shall constitute valid, binding, automatically perfected, and non-avoidable obligations of the Debtors enforceable against each Debtor in accordance with their respective terms and the terms of this Interim Order for all purposes during these Cases, any subsequently converted Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any Case. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, this Interim Order, or the other DIP Documents shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim. All payments or proceeds remitted (a) to or on behalf of the DIP Agent on behalf of any DIP Secured Parties or (b) to or on behalf of the Prepetition Secured Parties, in each case, pursuant to the provisions of this Interim Order, the other DIP Documents, or any subsequent order of the Court shall be received free and clear of any claim, charge, assessment, or other liability, including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) of the Bankruptcy Code or the "equities of the case" exception of section 552(b) of the Bankruptcy Code (and, solely in the case of waivers of rights under sections 506(c) of the Bankruptcy Code and the "equities of the case" exception of section 552(b) of the Bankruptcy Code, subject to and effective upon the entry of the Final Order).

(j) The DIP Guarantors are hereby authorized and directed to jointly, severally, and unconditionally guarantee, and upon entry of this Interim Order shall be deemed to have guaranteed, in full, all of the DIP Obligations of the DIP Borrower.

4. Budget and Variance Reporting.

(a) The Initial DIP Budget shall be approved by, and be in form and substance reasonably acceptable to, the DIP Agent and acceptable to the Required DIP Lenders (it being acknowledged and agreed that the form of Initial DIP Budget set forth as **Exhibit C** hereto is approved by and acceptable to the Required DIP Lenders and the DIP Agent).

(b) On or before the fifth (5th) business day before the end of each Budget Period (as defined below) beginning with the third (3rd) full week following the Petition Date, the Debtors and/or the DIP Agent (at the direction of the applicable Required DIP Lenders) may request an updated budget, and in such case, the Debtors will deliver to the DIP Agent, the DIP Term Loan Advisors, the DIP Agent Advisors, the Committee and the U.S. Trustee an updated budget for the subsequent 13-week period (a "**Subsequent DIP Budget**"), which shall be in form and substance reasonably acceptable to the DIP Agent and acceptable to the Required DIP Lenders. The Initial DIP Budget or any Subsequent DIP Budget shall be deemed to constitute the "Approved DIP Budget" for purposes of this Interim Order with the most recently delivered budget constituting the "Approved DIP Budget" solely upon approval, as set forth herein, by the Required DIP Lenders and the DIP Agent (which must be in writing (including from the DIP Term Loan Advisors and the DIP Agent Advisors), email being sufficient), *provided* that such budget shall be deemed an "Approved DIP Budget" absent response or objection by the Required DIP Lenders and the DIP Agent within five (5) business days after delivery of the budget. In the event the conditions for the most recently delivered Subsequent DIP Budget to constitute an "Approved DIP Budget" are not met as set forth herein, the prior Approved DIP Budget shall remain in full force and effect and the Debtors shall be required to work in good faith with the Required DIP Lenders and the DIP Agent to modify such Subsequent DIP Budget until the Required DIP Lenders and the DIP Agent approve such Subsequent DIP Budget as an "Approved DIP Budget." Each Approved DIP Budget delivered shall be accompanied by such supporting documentation as reasonably requested by the Required DIP Lenders and the DIP Agent. Each Approved DIP Budget shall be prepared in good faith based upon assumptions believed to be reasonable at the time of preparation thereof. "**Budget Period**" means each four-week period set forth in the Approved DIP Budget in effect at such time, with each new four-week period commencing at the end of the prior four-week period. The first Budget Period shall be the four-week period ending May 22, 2026.

(c) During each Budget Period, Permitted Budget Variances shall be tested on a cumulative/aggregate basis for the following periods (each, a "**Testing Period**") (i) Actual Disbursements (as defined herein) measured over a two-week period, and (ii) Actual Receipts (as defined herein) measured over a four-week period. With respect to each Testing Period, the Debtors shall deliver on or before 5:00 p.m. (prevailing Eastern time) on the Friday of the week immediately following the end of such Testing Period to the DIP Agent, the DIP Term Loan Advisors, the DIP Agent Advisors, and the Committee a budget variance report/reconciliation in form and substance reasonably satisfactory to the Required DIP Lenders (the "**Approved DIP Budget Variance Report**"), setting forth in detail for the applicable Testing Period: (i) the Debtors' actual operating disbursements, excluding amounts in the "Professional Fees" line item of any budget (the "**Actual Disbursements**"); (ii) the Debtors' actual receipts, excluding amounts in the "Asset Sale Proceeds" line item of any budget (as defined herein) (the "**Actual Receipts**") for the applicable Testing Period; (iii) a comparison (whether positive or negative, in dollars and expressed as a percentage) of the Actual Receipts and the Actual Disbursements for the applicable Testing Period to the amount of Debtors' projected cash receipts and disbursements, in each case for the foregoing clauses (i) and (ii), on both a line item and aggregate bases, set forth in the Approved DIP Budget with respect to such applicable Testing Period; (iv) as to each variance contained in the Approved DIP Budget Variance Report and required to be tested pursuant to this clause (c), an indication as to whether such variance is temporary or permanent and an analysis and explanation in detail for any variance; (v) only in the event that a Subsequent DIP Budget has been requested during the last week of the applicable Budget Period, a weekly roll forward of the Debtors' cash forecast; and (vi) a cash balance for the Debtors.

(d) Unless waived or modified by the DIP Lenders via email to the Debtors and proposed counsel to the Debtors, the Debtors shall not permit for any Testing Period: (i) the Debtors' Actual Disbursements (in the aggregate) to be more than 115% (on a cumulative basis during the Budget Period) of the projected disbursements (in the aggregate) as set forth in the Approved DIP Budget with respect to such Testing Period; and (ii) the Debtors' Actual Receipts (in the aggregate) to be less than 85% (on a cumulative basis during the Budget Period) of the projected receipts (in the aggregate) as set forth in the Approved DIP Budget with respect to such period (the "**Permitted Budget Variances**"; all references in this Interim Order and the other DIP Documents to "**Approved DIP Budget**" shall mean the Approved DIP Budget as it is subject to the Permitted Budget Variances). For purposes of Permitted Budget Variances testing, amounts listed in any budget for "Professional Fees" and "Asset Sale Proceeds" shall be excluded.

5. Access to Records. The Debtors shall provide the DIP Term Loan Advisors and the DIP Agent Advisors with all reporting and other information required to be provided to the DIP Agent under each of the DIP Documents. In addition to, and without limiting, whatever rights to access the DIP Secured Parties have under the DIP Documents, upon two (2) business days' notice to counsel to the Debtors (email being sufficient), at reasonable times during normal business hours, and in a manner that does not interfere with the ordinary course activities and operations of the Debtors, the Debtors shall permit representatives, agents, and employees of the DIP Secured Parties to have reasonable access to requested information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and other company advisors (during normal business hours), and the DIP Secured Parties shall be provided with access to all information they shall request, it being understood that nothing in this paragraph includes information that the Debtors (with the advice of outside counsel) determine in good faith (x) constitutes trade secrets or proprietary information, (y) in respect of which disclosure to any DIP Agent, any DIP Lender,

or any Prepetition Secured Party (or their respective representatives) is prohibited by applicable law, court order or regulation or any contractual non-disclosure obligation, or (z) is subject to attorney client privilege or constitutes attorney work product; *provided* that, in the event that any Debtor does not provide any document or information in reliance on the foregoing clauses (x) through (z), the Debtors shall provide prompt notice to the DIP Term Loan Advisors, the DIP Agent Advisors, and the applicable DIP Agent that such documents or information is being withheld and for what specific reason and the Debtors shall use commercially reasonable efforts to communicate the applicable documents or information in a way that would not violate the applicable obligation or risk waiver of such privilege.

6. DIP Superpriority Claims. Subject to, and subordinate solely to the Carve Out, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the Debtors' estates (the "**DIP Superpriority Claims**") (without the need to file any proof of claim) to the extent set forth in the Bankruptcy Code, with priority over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 361, 362, 364, 365, 503(b), 506(c) (subject to entry of a Final Order), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code or otherwise, which allowed claims shall for the purposes of section

1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and which shall be payable from all prepetition and postpetition property of the Debtors and all proceeds thereof, including, without limitation, the DIP Collateral and, subject to and effective upon entry of the Final Order, any proceeds or property recovered in connection with the pursuit of claims or causes of action arising under chapter 5 of the Bankruptcy Code, if any (the "**Avoidance Actions**"), subject only to the payment of the Carve Out. Except as set forth in this Interim Order or the Final Order, no other superpriority claims shall be granted or allowed in these Cases.

7. DIP Liens.

(a) As security for the DIP Obligations, effective and automatically perfected upon the date of this Interim Order, and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the DIP Agent or any DIP Secured Parties of, or over, any DIP Collateral (as defined below), the following security interests and liens are hereby granted by the Debtors to the DIP Agent, for the benefit of the DIP Secured Parties (all property identified in clauses (i) through (iii) below being collectively referred to as the "**DIP Collateral**"), subject only to (x) Prior Senior Liens and (y) the Carve Out (all such liens and security interests granted to the DIP Agent, for the benefit of the DIP Secured Parties, pursuant to this Interim Order and the DIP Term Loan Documents, the "**DIP Liens**"):

(i) Lien On Any Unencumbered Property. Subject only to the Carve Out, pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically, and properly perfected first priority senior security interest in and lien upon all property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code) including, without limitation (in each case, to the extent not subject to valid, perfected, and non-avoidable liens), all unencumbered assets of the Debtors; all prepetition property and post-petition property of the Debtors' estates, and the proceeds, products, rents and profits thereof, whether arising from section 552(b) of the Bankruptcy Code or otherwise, including, without limitation, unencumbered cash, if any, (and any investment of such cash) of the Debtors (whether maintained with the DIP Agent or otherwise); all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Debtors (including any accounts opened prior to, on, or after the Petition Date to the fullest extent permitted under applicable law); all insurance policies, all claims outstanding thereunder, and all products and proceeds of such insurance and claims, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements of the Debtors; all owned real estate, real property leaseholds and fixtures of the Debtors; patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property of the Debtors; all commercial tort claims of the Debtors; and all claims and causes of action (including causes of action under section 549 of the Bankruptcy Code, claims arising on account of transfers of value from a Debtor to (x) another Debtor and (y) a non-Debtor affiliate incurred on or following the Petition Date), and any and all proceeds, products, rents, profits, and economic rights and interests of the foregoing, all products and proceeds of the foregoing and, subject to and effective upon entry of the Final Order, all proceeds and property recovered in respect of Avoidance Actions (collectively, the "**Previously Unencumbered Property**"); *provided* that, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this Interim Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing.

(ii) Liens Priming the Prepetition Liens. Subject only to the Carve Out and the Prior Senior Liens, pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all property of the Debtors that was subject to the Prepetition Liens, including, without limitation, the Prepetition Collateral and Cash Collateral; *provided*, for the avoidance of doubt, and notwithstanding anything to the contrary contained herein but subject to the Carve Out, to the extent a lien cannot attach to any of the foregoing pursuant to applicable law, the liens granted pursuant to this Interim Order shall attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing.

(iii) Liens Junior to Certain Other Liens. Subject only to the Carve Out, pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected security interest in and lien upon all prepetition and post-petition property of the Debtors immediately junior only to the Prior Senior Liens.

8. Adequate Protection for the Prepetition Secured Parties. Subject only to the Carve Out and the rights of parties in interest specifically set forth in this Interim Order, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of their interests in the Prepetition Collateral (including Cash Collateral) for any diminution in value of such interests (any such diminution, a "**Diminution in Value**"), resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve Out, the Debtors' use of the Prepetition Collateral (including Cash Collateral), the imposition of the automatic stay, and/or any other reason permitted pursuant to the Bankruptcy Code, the Prepetition Secured Parties, are, in each case, hereby granted the following (collectively, the "**Adequate Protection Obligations**"):

(a) Adequate Protection Liens. As security for any Diminution in Value, additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens as of the date of this Interim Order (collectively, the "**Adequate Protection Liens**"), without the necessity of the execution by the Debtors (or recordation or other filing), of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, on all DIP Collateral and, subject to and effective upon entry of the Final Order, all proceeds or property recovered from Avoidance Actions. Subject to the terms of this Interim Order, Adequate Protection Liens shall be subordinate only to the (A) Carve Out, (B) the DIP Liens, and (C) the Prior Senior Liens. The Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code).

(b) Adequate Protection Superpriority Claims. As further adequate protection, and to the extent provided by sections 503(b), 507(a), and 507(b) of the Bankruptcy Code, allowed administrative expense claims in each of these Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of any Diminution in Value (the "**Adequate Protection Superpriority Claims**"), but junior to the Carve Out and the DIP Superpriority Claims,. Subject to the Carve Out and the DIP Superpriority Claims, pursuant to the terms of the Prepetition Intercreditor Agreement in all respects, and to the extent set forth in the Bankruptcy Code, the Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(d), 726, 1113, and 1114 of the Bankruptcy Code.

(c) Adequate Protection Payments. As further adequate protection, the Debtors are authorized and directed to pay all (I) interest (the "**Adequate Protection PIK Interest**") accruing under the Prepetition Loan Documents at the respective rates applicable thereto under the Prepetition Loan Documents as and when due pursuant to the Prepetition Loan Documents, which interest shall be paid in kind by capitalizing it and adding it to the balance of the Prepetition Loans; *provided* that the Prepetition Lenders reserve their rights to assert default interest pursuant to the Prepetition Loan Documents in connection with the confirmation of a plan of liquidation or reorganization for the Debtors (which interest, if required to be paid shall be paid in kind by capitalizing it and adding it to the principal balance of the Prepetition Loans) and (II) reasonable and documented fees and expenses (the "**Adequate Protection Fees**") of the Prepetition Secured Parties incurred after the Petition Date (to the extent not duplicative of any fees and/or expenses paid pursuant to paragraph 3(h)(3) of this Interim Order (all Adequate Protection PIK Interest and Adequate Protection Fees referenced in this sentence, collectively, the "**Adequate Protection Payments**"). None of the Adequate Protection Fees shall be subject to separate approval by the Court, but will be subject to paragraph 18 hereof, and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court's approval of any such payments.

(d) Right to Seek Additional Adequate Protection. This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights (subject to the Prepetition Intercreditor Agreement) of the Prepetition Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during these Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including Cash Collateral).

9. Additional Adequate Protection for the Prepetition Secured Parties. The Prepetition Secured Parties shall also receive the following adequate protection:

(a) Other Covenants. The Debtors shall maintain their cash management arrangements in a manner consistent with the Cash Management Order approving the Debtors' cash management motion. The Debtors' failure to comply with the covenants contained in the DIP Term Sheet and DIP Credit Agreement regarding conduct of business, including, without limitation, preservation of rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations, and intellectual property rights material to the conduct of their business and the maintenance of properties and insurance shall be an Event of Default (as defined below).

(b) Reporting Requirements. The Debtors shall comply with all reporting requirements set forth in the DIP Documents, including the DIP Term Sheet and the DIP Credit Agreement.

(c) Miscellaneous. Except for (i) the Carve Out and (ii) the DIP Liens, the Adequate Protection Liens granted pursuant to this Interim Order shall not be subject, junior, or *pari passu*, to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under the Bankruptcy Code, including, without limitation, pursuant to section 551 of the Bankruptcy Code or otherwise, and shall not be subordinated to or made *pari passu* with any lien, security interest, or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 364 of the Bankruptcy Code or otherwise.

10. Carve Out.

(a) Carve Out. As used in this Interim Order, the "**Carve Out**" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed by the Court at any time, unpaid fees and expenses (the "**Allowed Professional Fees**"), incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "**Debtor Professionals**") and the Committee (if appointed) pursuant to section 328 or 1103 of the Bankruptcy Code (the "**Committee**

Professionals,” and together with the Debtor Professionals, the “**Estate Professionals**”) incurred through the date of delivery of a Carve Out Trigger Notice (as defined below) up to the amounts for such professional included in the Approved Budget through the date of the Carve Out Trigger Notice; (iv) to the extent allowed by the Court at any time, up to $300,000 of Allowed Professional Fees of Estate Professionals incurred after the first (1st) business day following delivery of the Carve Out Trigger Notice (the amounts set forth in this clause (iv) being the “**Post-Carve Out Trigger Notice Cap**”); and (v) an amount not to exceed $3,000,000 (the “**Contingent Amount Cap**”) to satisfy the Debtors’ statutory employee severance obligations under New Jersey law (the “**Contingent Amounts**”). For purposes of the foregoing, “**Carve Out Notice**” shall mean a written notice (which may be by email) by the DIP Agent or the DIP Lenders to the Debtors, Debtors’ counsel, the U.S. Trustee, and counsel to the Committee (if appointed), stating that the Post-Carve Out Notice Cap has been invoked, which notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined below).

(b) Delivery of Weekly Fee Statements. Not later than 7:00 p.m. New York time on the third (3rd) business day of each week starting with the first full calendar week following the Petition Date, each Estate Professional shall deliver to the Debtors, the DIP Agent, the DIP Term Loan Advisors, and the DIP Agent Advisors a statement setting forth a good-faith estimate of the amount of unpaid fees and expenses incurred during the preceding week by such Estate Professional (through Saturday of such week, the “**Calculation Date**”), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "**Weekly Statement**"); *provided* that, within one (1) business day of the occurrence of the Termination Declaration Date (as defined below), each Estate Professional shall deliver one additional statement (the "**Final Statement**") setting forth a good-faith estimate of the amount of unpaid fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the DIP Agent, the DIP Term Loan Advisors, and the DIP Agent Advisors).

(c) Carve Out Reserves.

(i) Commencing with the first full calendar week following the Petition Date, and on or before the Thursday of each week thereafter (except as to the Post-Carve Out Notice Cap), the Debtors shall utilize all cash on hand as of such date to fund a reserve in an amount equal to the sum of (a) the greater of (i) the aggregate unpaid amount of all Estimated Fees and Expenses reflected in the Weekly Statement delivered on the immediately prior Wednesday to the Debtors and the DIP Agent, and (ii) the aggregate amount of unpaid Allowed Professional Fees contemplated to be incurred in the Approved Budget during such week, *plus* (b) the Post-Carve Out Notice Cap, *plus* (c) an amount equal to the amount of Allowed Professional Fees set forth in the Budget for the week occurring after the most recent Calculation Date. The Debtors shall deposit and hold such amounts in a segregated account maintained at the Debtors in trust (the

"**Funded Fee Reserve Account**") to pay the Allowed Professional Fees contemplated to be incurred in the Approved Budget prior to any and all other claims, and all Allowed Professional Fees contemplated to be incurred in the Approved Budget incurred prior to the Termination Declaration Date (as defined below) shall be paid first from such Funded Fee Reserve Account; *provided however,* that the weekly funding into the Funded Fee Reserve Account as set forth under (a) above (i) shall never exceed one-hundred twenty percent (120%) of the amount of Allowed Professional Fees set forth in the Budget (with the Estate Professionals authorized to "carry forward" any favorable variances for subsequent weeks), and (ii) shall revert to the "lesser of" on and after entry of the Settlement Order; *provided, further, however,* that when the Allowed Professional Fees included in the Carve Out have been paid in full, including any Allowed Professional Fees allowed following delivery of the Carve Out Notice, any funds remaining in the Funded Fee Reserve Account shall revert to the Debtors for use in a manner consistent with the DIP Credit Agreement and the DIP Orders. For the avoidance of doubt, the Funded Fee Reserve Account shall not constitute DIP Collateral, except that the DIP Agent, on behalf of the DIP Lenders, shall have a residual interest in the Funded Fee Reserve Account solely to the extent of any funds remaining after the Allowed Professional Fees included in the Carve Out have been paid in full.

(ii) As soon as practicable following the Initial DIP Draw in accordance with the Budget, the Debtors shall utilize all cash on hand as of such date to fund a reserve in an amount that equals the Contingent Amount Cap. The Debtors shall deposit and hold such amounts in a segregated account, that is not the Funded Fee Reserve Account, and that is maintained at the Debtors in trust (the "**Funded Contingent Reserve Account**") to pay the Contingent Amounts prior to any and all other claims, and all Contingent Amounts payable by the Debtors shall be paid first from such Funded Contingent Reserve Account; *provided* that when all Contingent Amounts that are payable by the Debtors have been satisfied, and the Debtors believe, in good faith, that no Contingent Amounts may become due in the future, then any funds remaining in the Funded Contingent Reserve Account shall revert to the Debtors for use in a manner consistent with the DIP Documents. For the avoidance of doubt, the Funded Contingent Reserve Account shall not constitute DIP Collateral, except that the DIP Agent, on behalf of the DIP Lenders, shall have a residual interest in the Funded Contingent Reserve Account solely to the extent of any funds remaining after the Contingent Amounts included in the Carve Out have been paid in full. On the Termination Declaration Date (as defined below), in the event all cash on hand, including cash held in the Funded Contingent Reserve Account and any available cash thereafter held by any Debtor, is insufficient to satisfy in full the Contingent Amounts, the DIP Lenders shall be obligated to fund DIP Loans into the Funded Contingent Reserve Account in an amount to satisfy any deficiency in the Funded Contingent Reserve Account up to the Contingent Amount Cap. Notwithstanding the foregoing sentence, the DIP Lenders shall have no obligation to fund DIP Loans in excess of the Post-Petition New Money DIP Commitments.

(iii) On the day on which a Carve Out Notice is given by the DIP Agent (at the direction of the DIP Lenders) to the Debtors (the "**Termination Declaration Date**"), the Carve

Out Notice shall constitute a demand to, and the Debtors shall utilize all cash on hand as of such date, including cash in the Funded Fee Reserve Account, and any available cash thereafter held by any Debtors, to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees accrued prior to the Termination Declaration Date. The Debtors shall deposit and hold such amounts in a segregated account maintained at the Debtors in trust to pay such then unpaid Allowed Professional Fees incurred through the Termination Declaration Date (the "**Pre-Carve Out Notice Reserve**") prior to any and all other claims. For the avoidance of doubt, the DIP Lenders shall have no obligation to fund the Pre-Carve Out Notice Reserve in excess of the DIP Loans already funded to the Debtors prior to the Termination Declaration Date and any such remaining DIP Loans that have not yet been funded to the Debtors prior to the Termination Declaration Date shall not be used to fund the Pre-Carve Out Notice Reserve. On the Termination Declaration Date, after funding the Pre-Carve Out Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Notice Cap (if not previously funded).

(iv) The Debtors shall deposit and hold such amounts in a segregated account maintained at the Debtors in trust to pay such unpaid Allowed Professional Fees benefiting from the Post-Carve Out Notice Cap (the "**Post-Carve Out Trigger Notice Reserve**" and, together with the Pre-Carve Out Notice Reserve, the "**Carve Out Reserves**") prior to any and all other claims. Any remaining DIP Loans that have not yet been funded to the Debtors prior to the Termination

Declaration Date shall not be used to fund the Post-Carve Out Notice Reserve. All funds in the Pre-Carve Out Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the "**Pre-Carve Out Amounts**"), but not, for the avoidance of doubt, the Post-Carve Out Notice Cap, until indefeasibly paid in full, and then to the extent the Pre-Carve Out Notice Reserve has not been reduced to zero to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all New Money DIP Loans have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date. All funds in the Post-Carve Out Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "**Post-Carve Out Amounts**"), and then, to the extent the Post-Carve Out Notice Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all New Money DIP Loans have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with their rights and priorities under the Prepetition Loan Documents as of the Petition Date.

(v) Notwithstanding anything to the contrary in the DIP Credit Agreement or the DIP Orders, following delivery of a Carve Out Notice, the DIP Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have an automatically perfected lien and a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Agent for application in accordance with the DIP Credit Agreement or if the DIP Obligations have been indefeasibly paid in full, to the Prepetition Secured Parties for application in accordance with the Prepetition Loan Documents.

(vi) Further, notwithstanding anything to the contrary in the DIP Orders, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute DIP Loans (as defined in the DIP Credit Agreement) or increase or reduce the DIP Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Approved Budget, Carve Out, Post-Carve Out Notice Cap, Carve Out Reserves, or any of the foregoing (A) be construed as a cap or limitation on the amount of the Allowed Professional Fees, nor as a cap or limitation on the amount of fees under 28 U.S.C. § 1930, due and payable by the Debtors or (B) restrict any Estate Professionals from seeking allowance of compensation with the Court in accordance with the compensation procedures approved in the Chapter 11 Cases.

(d) No Direct Obligation to Pay Allowed Professional Fees. None of the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person or any fees or expenses of the U.S. Trustee or Clerk of the Court incurred in connection with these Cases or any Successor Cases (as defined below) under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional

Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

11. Reservation of Rights of the DIP Agent, DIP Lenders, and Prepetition Secured Parties. Subject only to the Carve Out, notwithstanding any other provision in this Interim Order or the other DIP Documents to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Prepetition Secured Parties to seek any other or supplemental relief in respect of the Debtors; (b) any of the rights of the DIP Secured Parties or the Prepetition Secured Parties under the DIP Documents, the Prepetition Documents, the Prepetition Intercreditor Agreement, or the Bankruptcy Code or under non-bankruptcy law (as applicable), including, without limitation, the right of any of the DIP Secured Parties or the Prepetition Secured Parties to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of these Cases, conversion of any of these Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of these Cases, (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Secured Parties or the Prepetition Secured Parties. The delay in or failure of the DIP Secured Parties and/or the Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the DIP Secured Parties' or the Prepetition Secured Parties' rights and remedies. For all adequate protection purposes throughout

these Cases, each of the Prepetition Secured Parties shall be deemed to have requested relief from the automatic stay and adequate protection for any Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this Interim Order.

12. Reservation of Certain Committee and Third Party Rights and Bar of Challenges and Claims. The stipulations, admissions, waivers, and releases contained in this Interim Order, including the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any of their respective successors in all circumstances and for all purposes and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. Subject to the Challenge Period (as defined below), the stipulations admissions, and waivers contained in this Interim Order, including the Debtors' Stipulations, shall be binding upon all other parties in interest, including any Committee and any other person acting on behalf of the Debtors' estates, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules by the earlier of (i) the date of the confirmation of the Debtors' chapter 11 plan of reorganization, and (ii) sixty (60) calendar days after entry of this Interim Order (the "**Challenge Period**," and the date of expiration of the Challenge Period, the "**Challenge Period Termination Date**"); *provided, however*, that if, prior to the end of the Challenge Period, (x) these Cases convert to chapter 7, or (y) if a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended by the later of (A) the time remaining under the Challenge Period plus ten (10) days and (B) such other time as

ordered by the Court solely with respect to any such trustee, commencing on the occurrence of either of the events discussed in the foregoing clauses (x) and (y); (I) seeking to avoid, object to, or otherwise challenge the findings or Debtors' Stipulations regarding: (a) the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the (i) First Lien Agent and First Lien Secured Parties, or (ii) Second Lien Agent and Second Lien Secured Parties; or (b) the validity, enforceability, allowability, priority, secured status, or amount of either (i) the First Lien Loan Obligations, or (ii) the Second Lien Loan Obligations, or (c) the Debtors' stipulations, admissions, agreements and releases (any such claim, a "**Challenge**"), and (II) in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter. Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled): (a) any and all such Challenges by any party (including the Committee (if appointed), any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Cases) shall be deemed to be forever barred; (b) each the First Lien Loan Obligations and the Second Lien Loan Obligations shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in these Cases and any Successor Cases; (c) each the First Liens and the Second Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (d) all of the stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Secured Parties' claims, liens, and interests contained in this Interim Order shall be of full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any Successor Cases. If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules and remains pending and these Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such adversary proceeding or contested matter on behalf of the Debtors' estates. Furthermore, if any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on any Committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date. Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Committee appointed in these Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation any challenges (including a Challenge) with respect to the Prepetition Documents, the Prepetition Liens, and the Prepetition Obligations, and a separate order of the Court conferring such standing on any Committee or other party in interest shall be a prerequisite for the prosecution of a

Challenge by such Committee or such other party in interest. Subject to other provisions in this Interim Order, for the avoidance of doubt, any trustee appointed or elected shall, until expiration of the period provided herein for asserting Challenges, and thereafter for the duration of any adversary proceeding or contested matter commenced pursuant to this paragraph (whether commenced by such trustee or commenced by another party in interest on behalf of the Debtors' estates), be deemed a party other than the Debtors and shall not, for purposes of such adversary proceeding or contested matter, be bound by the acknowledgements, admissions, confirmations and stipulations of the Debtors in this Interim Order. Upon a successful Challenge brought pursuant to this paragraph 12, the Court may fashion an appropriate remedy; *provided* that no such remedy shall affect the validity, priority, or any other aspect of the Interim Roll-Up Obligations.

13. Termination Date. Following the Termination Date and the expiration of the Remedies Notice Period (as defined herein), consistent with the DIP Documents, including the DIP Credit Agreement (a) all DIP Obligations shall be immediately due and payable, all Post-Petition New Money Commitments will terminate and the Carve Out Reserves shall be funded as set forth in this Interim Order; (b) all authority to use Cash Collateral shall cease; *provided, however*, that during the Remedies Notice Period, the Debtors may use Cash Collateral solely to pay payroll and other expenses critical to the administration of the Debtors' estates and operations in accordance with the Approved DIP Budget, subject to any Permitted Budget Variances provided for in the DIP Documents, including the DIP Credit Agreement; and (c) the DIP Secured Parties

shall be otherwise entitled to exercise rights and remedies under the DIP Documents in accordance with this Interim Order.

14. Events of Default. The occurrence of any of the following events, unless waived by the applicable Required DIP Lenders in accordance with the terms of the DIP Documents, shall constitute an event of default (collectively, the "**Events of Default**"): (a) the failure of the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim Order and such failure is not cured, to the extent capable of cure, within one (1) business day of written notice to the Debtors of such failure by the DIP Agent; (b) the failure of the Debtors to comply with any of the case milestones set forth on **Exhibit A** and in the DIP Term Sheet, and upon execution, the DIP Credit Agreement (collectively, the "**Required Milestones**"), in accordance with the applicable DIP Credit Agreement, unless such Required Milestone has been waived or extended by the applicable Required DIP Lenders; or (c) the occurrence of an "Event of Default" under the DIP Credit Agreement. The applicable Required DIP Lenders shall provide written notice of any Event of Default to the Debtors, any Committee, the non-notifying DIP Agent, and the U.S. Trustee; *provided* that such notice should be for informational purposes only and shall not be a prerequisite to the occurrence of an Event of Default.

15. Rights and Remedies Upon Event of Default. Subject to the terms of the DIP Documents, immediately upon the occurrence and during the continuation of an Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application,

motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Interim Order, and following the expiration of the Remedies Notice Period, (a) the DIP Agent (at the direction of the applicable Required DIP Lenders) may declare (any such declaration shall be referred to herein as a "**Termination Declaration**") (i) all DIP Obligations owing under the DIP Documents to be immediately due and payable, (ii) the termination of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP Facility, (iii) termination of the DIP Facility and the DIP Documents as to any future liability or obligation of the DIP Secured Parties, but without affecting any of the DIP Liens or the DIP Obligations, and (iv) that the Carve Out shall be triggered, through the delivery of the Carve Out Trigger Notice to the DIP Borrower; and (b) subject to paragraph 13, the DIP Agent (at the direction of the applicable Required DIP Lenders) may declare a termination, reduction, or restriction on the ability of the Debtors to use Cash Collateral (the date on which a Termination Declaration is delivered, the "**Termination Date**"). The automatic stay in these Cases otherwise applicable to the DIP Secured Parties and the Prepetition Secured Parties is hereby modified, to the extent necessary, so that five (5) business days after the date a Termination Declaration is delivered (such five (5)-business-day period, the "**Remedies Notice Period**"), with written notice having been provided to the Debtors, any Committee , and the U.S. Trustee: (a) the DIP Agent (at the direction of the applicable Required DIP Lenders) shall be entitled to exercise its rights and remedies in accordance with this Interim Order and the other DIP Documents to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve Out and the terms of the Prepetition Intercreditor

Agreement; and (b) subject to the foregoing clause (a), the applicable Prepetition Secured Parties shall be entitled to exercise their respective rights and remedies to the extent available in accordance with the applicable Prepetition Documents, the Prepetition Intercreditor Agreement, and this Interim Order with respect to the Debtors' use of Cash Collateral. During the Remedies Notice Period, the Debtors shall be entitled to seek an emergency hearing within the Remedies Notice Period with the Court. Except as set forth in this paragraph or otherwise ordered by the Court prior to the expiration of the Remedies Notice Period, after the Remedies Notice Period, the Debtors shall waive their right to and shall not be entitled to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the DIP Secured Parties or the Prepetition Secured Parties under this Interim Order. Unless the Court has determined prior to the expiration of the Remedies Notice Period that an Event of Default has not occurred and/or is not occurring or orders otherwise prior to the expiration of the Remedies Notice Period, the automatic stay, as to all of the DIP Secured Parties and the Prepetition Secured Parties, shall automatically be terminated at the end of the Remedies Notice Period without further notice or order. Upon expiration of the Remedies Notice Period, the DIP Agent (at the direction of the applicable Required DIP Lenders) and the Prepetition Secured Parties shall be permitted to exercise all remedies set forth herein and in the DIP Documents, and as otherwise available at law without further order of or application or motion to the Court consistent with this Interim Order, the other DIP Documents, the Prepetition Documents, and the Prepetition Intercreditor Agreement. Notwithstanding anything to the contrary in this Interim Order, following an Event of Default, the Prepetition Secured Parties shall be stayed from enforcing any rights and remedies under this Interim Order unless and until any DIP Agent has delivered a Carve Out Trigger Notice and has complied with its obligations in connection with the issuance thereof or consents to such enforcement.

16. Limitation on Charging Expenses Against Collateral. Subject to and effective upon entry of the Final Order, no expenses of administration of these Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from (a) the DIP Collateral (except to the extent of the Carve Out) or the DIP Secured Parties or (b) the Prepetition Collateral (except to the extent of the Carve Out) or the Prepetition Secured Parties, in each case, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the DIP Secured Parties and the Prepetition Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Secured Parties or the Prepetition Secured Parties.

17. Use of Cash Collateral. The Debtors are hereby authorized to use all Cash Collateral of the Prepetition Secured Parties, but solely for the purposes set forth in this Interim Order and solely in accordance with the Approved DIP Budget (subject to Permitted Budget Variances as set forth in this Interim Order and the other DIP Documents) and the provisions of this Interim Order, including, without limitation, to make payments on account of the Adequate

Protection Obligations provided for in this Interim Order, from the date of this Interim Order through and including the date of termination of the DIP Credit Agreement.

18. Expenses and Indemnification.

(a) The Debtors are hereby authorized (and solely in the case of fees due and owing to the DIP Lenders through the date of entry of the Interim Order authorized and directed) to pay, in accordance with this Interim Order and to the extent permissible under the Bankruptcy Code, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become due and without need to obtain further Court approval, including, without limitation, backstop, fronting, closing, arrangement or commitment payments (including all payments and other amounts owed to the DIP Lenders), administrative agent's fees, collateral agent's fees, escrow agent's fees (including all fees and other amounts owed to the Prepetition Agents and the DIP Agent), field examination and appraisal fees, the reasonable and documented fees and disbursements of counsel and other professionals to the extent set forth in paragraphs 3(h)(3) and 8(c) of this Interim Order, all to the extent provided in this Interim Order or the other DIP Documents.

(b) The Debtors shall be jointly and severally obligated to pay all fees and expenses described above, which obligations shall constitute DIP Obligations. The Debtors shall pay the reasonable and documented fees, expenses, and disbursements of the Lender Professionals to the extent provided for in paragraphs 3(h)(3) and 8(c) of this Interim Order no later than ten (10) business days (the "**Review Period**") after the receipt by counsel for the Debtors, any Committee, or the U.S. Trustee of each of the invoices therefor (the "**Invoiced Fees**") and without the necessity of filing formal fee applications, including such amounts arising before the Petition Date. Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of these Cases, and such invoice summary shall not be required to contain time entries, but shall include a general, brief description of the nature of the matters for which services were performed, and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law; provided that the Debtors, the U.S. Trustee, and any Committee appointed in these cases may request additional information regarding the Invoiced Fees. The Debtors, any Committee, or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (the "**Disputed Invoiced Fees**") if, within the Review Period, a Debtor, any Committee that may be appointed in these Cases, or the U.S. Trustee notifies the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) days prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than the Disputed Invoiced Fees.

(c) In addition, as provided in the DIP Documents, the Debtors will indemnify each of the applicable DIP Lenders, the DIP Agent, the First Lien Agent, the Second Lien Agent, the First Lien Secured Parties, and the Second Lien Secured Parties, and each of the forgoing's respective affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each an "**Indemnified Person**") and hold them harmless from and against all costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facility as and to the extent provided in the DIP Credit Agreement; *provided* that the Debtors shall not indemnify any Indemnified Person against a successful Challenge or for costs, expenses or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred by reason of gross negligence and/or willful misconduct of such Indemnified Person. No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence, fraud, or willful misconduct or breach of their obligations under the DIP Facility, which indemnity shall have equal priority and lien status to the DIP Superpriority Claims. In no event shall any Indemnified Person or any Debtor be liable on any theory of liability for any special, indirect, consequential, or punitive damages; *provided*, that this shall not affect the Debtors' indemnification obligations pursuant to the immediately preceding sentence.

19. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

20. Section 507(b) Reservation. Subject only to the Carve Out as provided herein, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during these Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Secured Parties that the adequate protection granted herein does in fact adequately protect any of the Prepetition Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral (including Cash Collateral).

21. Insurance. Until the DIP Obligations have been indefeasibly paid in full, at all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date and shall name (and entry of this Interim Order shall deem named) the DIP Agent as loss payees or additional insureds, as applicable, thereunder.

22. No Waiver for Failure to Seek Relief. The failure or delay of the DIP Agent or the applicable Required DIP Lenders to exercise rights and remedies under this Interim Order, the other DIP Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

23. Perfection of the DIP Liens and Adequate Protection Liens.

(a) Without in any way limiting the automatically effective perfection of the DIP Liens granted pursuant to paragraph 7 of this Interim Order and the Adequate Protection Liens granted pursuant to paragraphs 8(a), 9(a), 10(a), and 11(a) of this Interim Order, the DIP Agent and the Prepetition Agents are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted hereunder. Whether or not the DIP Agent or the Prepetition Agents shall (at the direction of the applicable required lenders) choose to file such financing statements, intellectual property filings, mortgages, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not, subject to the Challenge Period, subject to challenge, dispute, or subordination as of the date of entry of this Interim Order. If the DIP Agent or the Prepetition Agents (at the direction of the applicable required lenders) determine to file or execute any financing statements, agreements, notice of liens, or similar instruments (which, in each case, shall be at the sole cost and expense of the Debtors), the Debtors shall use commercially reasonable efforts to cooperate and assist in any such execution and/or filings as reasonably requested by the DIP Agent or the Prepetition Agents (at the direction of the applicable required lenders), and the automatic stay shall be modified, to the extent necessary, solely to allow such filings as provided for in this Interim Order.

(b) A certified copy of this Interim Order may, at the direction of the applicable Required DIP Lenders, be filed with or recorded in filing or recording offices by the DIP Agent or the Prepetition Agents in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby authorized and directed to accept such certified copy of this Interim Order for filing and recording; *provided*, *however*, that notwithstanding the date of any such filing, the date of such perfection shall be the date of this Interim Order.

(c) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords, lessors, or other parties or (ii) excluding any stamp-tax, the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code, subject to applicable law. Any such provision shall have no force and effect with respect to the granting of the DIP Liens and the Adequate Protection Liens on such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the DIP Credit Agreement or this Interim Order, subject to applicable law.

24. Release. Subject to the rights and limitations set forth in paragraph 12 of this Interim Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge, effective upon entry of this Interim Order, each of the DIP Secured Parties, the First Lien Secured Parties, the Second Lien Secured Parties, and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, assigns, and predecessors in interest, each in their capacity as such (collectively, the "**Related Parties**"), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the DIP Obligations, the DIP Liens, the DIP Documents, the Prepetition Obligations, the Prepetition Liens, or the Prepetition Documents, as applicable, including, without limitation: (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the

Bankruptcy Code, and (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of the DIP Secured Parties and the Prepetition Secured Parties; *provided* that nothing in this paragraph shall in any way limit or release the obligations of any DIP Secured Party under this Interim Order, the Final Order, and the other DIP Documents.

25. Credit Bidding. Subject to and effective upon the Final Order, the DIP Agent, the DIP Lenders and, and subject to the rights of parties in interest specifically set forth in paragraph 12, the Prepetition Secured Parties, shall have the right to credit bid (pursuant to section 363(k) of the Bankruptcy Code and/or applicable law) the DIP Loans and the Prepetition Loans, in whole or in part, in connection with any sale or disposition of assets by the Debtors in the Cases and shall not prohibited from making such credit bid "for cause" under section 363(k) of the Bankruptcy Code; *provided, however*, that no Roll-Up DIP Loans may be credit bid unless the proposed transaction (y) indefeasibly repays the New Money DIP Loans or (z) the DIP Lenders holding a majority of the then-outstanding New Money DIP Loans otherwise consent.

26. Preservation of Rights Granted Under this Interim Order.

(a) Unless and until all DIP Obligations are indefeasibly paid in full, in cash, and all Post-Petition New Money Commitments are terminated, the Prepetition Secured Parties shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Documents or this Interim Order, or otherwise seek to exercise or enforce any rights or remedies against such DIP Collateral; and (ii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral, except as set forth in paragraph 23 herein.

(b) In the event this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the DIP Secured Parties or the Prepetition Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits afforded in section 364(e) of the Bankruptcy Code.

(c) Unless and until all DIP Obligations, Prepetition Obligations, and Adequate Protection Obligations are indefeasibly paid in full, in cash, and all Post-Petition New Money Commitments are terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly (i) except as permitted under the DIP Documents or, if not provided for therein, with the prior written consent of the DIP Agent, the Required DIP Lenders, and the Prepetition Agents (acting at the direction of the applicable required lenders), (x) any modification, stay, vacatur, or amendment of this Interim Order, (y) a priority claim for any administrative expense or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of these

Cases, *pari passu* with or senior to the DIP Superpriority Claims, the Adequate Protection Superpriority Claims, or the Prepetition Obligations, or (z) any other order allowing use of the DIP Collateral; (ii) except as permitted under the DIP Documents (including the Carve Out), any lien on any of the DIP Collateral or the Prepetition Collateral with priority equal or superior to the DIP Liens, the Adequate Protection Liens or the Prepetition Liens, as applicable; (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Interim Order; (iv) except as set forth in the DIP Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Debtor; (v) an order converting or dismissing any of these Cases; (vi) an order appointing a chapter 11 trustee in any of these Cases; or (vii) an order appointing an examiner with enlarged powers in any of these Cases; *provided, however*, that none of the foregoing shall require the Debtors to violate their fiduciary duties.

(d) Notwithstanding any order dismissing any of these Cases entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Interim Order shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all DIP Obligations and Adequate Protection Payments are indefeasibly paid in full in cash (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Interim Order, shall, notwithstanding such dismissal, remain binding on all parties in interest); and (y) to the fullest extent permitted by law the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clause (x) above.

(e) Except as expressly provided in this Interim Order or the other DIP Documents, and subject to the rights of parties in interest specifically set forth in paragraph 12 of this Interim Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Interim Order), the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Interim Order and the other DIP Documents shall survive, and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of these Cases to a case under chapter 7, dismissing any of these Cases, terminating the joint administration of these Cases or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Collateral or DIP Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a chapter 11 plan in any of these Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Interim Order and the other DIP Documents shall continue in these Cases, in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of these Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "**Successor Cases**"). The DIP Liens, the DIP Superpriority Claims, the Adequate

Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Secured Parties, and the Prepetition Secured Parties granted by the provisions of this Interim Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Payments are indefeasibly paid in full, in cash or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the applicable Required DIP Lenders and the DIP Agent (acting at the direction of the applicable Required DIP Lenders).

(f) Other than as set forth in this Interim Order, subject to the Carve Out as set forth herein, neither the DIP Liens nor the Adequate Protection Liens shall be made subject to or *pari passu* with any lien or security interest granted in any of these Cases or arising after the Petition Date, and neither the DIP Liens nor the Adequate Protection Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code.

27. <u>Limitation on Use of DIP Facility Proceeds, DIP Collateral, and Cash Collateral</u>. Notwithstanding anything to the contrary set forth in this Interim Order, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds thereof may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (i) against any of the DIP Secured Parties or the Prepetition Secured Parties, and each of their respective affiliates, officers,

directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called "lender liability" claims and causes of action, or seeking relief that would impair the rights and remedies of the DIP Secured Parties or the Prepetition Secured Parties (each in their capacities as such) under this Interim Order, the other DIP Documents, or the Prepetition Documents, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Committee appointed in these Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Secured Parties or the Prepetition Secured Parties to recover on the DIP Collateral or the Prepetition Collateral or seeking affirmative relief against any of the DIP Secured Parties or the Prepetition Secured Parties related to the DIP Obligations or the Prepetition Obligations; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the DIP Obligations or the Prepetition Obligations, or the DIP Secured Parties', and the Prepetition Secured Parties' liens or security interests in the DIP Collateral or Prepetition Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against the DIP Secured Parties or the Prepetition Secured Parties' respective liens on or security interests in the DIP Collateral or the Prepetition Collateral that would impair the ability of any of the DIP Secured Parties or the Prepetition Secured Parties, as applicable, to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations or the Prepetition Obligations, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Obligations, or by or on behalf of the DIP Secured Parties related to the DIP Obligations; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the DIP Obligations, the DIP Liens, the Prepetition Obligations, or the Prepetition Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP Liens or any other rights or interests of the DIP Secured Parties related to the DIP Obligations or the DIP Liens, or (y) any of the Prepetition Liens or any other rights or interests of any of the Prepetition Secured Parties related to the Prepetition Obligations or the Prepetition Liens, *provided* that no more than $50,000 of the proceeds of the DIP Facility, the DIP Collateral, or the Prepetition Collateral, including Cash Collateral, in the aggregate, may be used by any Committee appointed in these Cases, if any, solely to investigate and not to prosecute or seek standing to prosecute, within the Challenge Period (as defined below), the claims, causes of action, adversary proceedings, or other litigation against the Prepetition Secured Parties solely concerning the legality, validity, priority, perfection, enforceability or extent of the claims, liens, or interests (including the Prepetition

Liens) held by or on behalf of each of the Prepetition Secured Parties related to the Prepetition Obligations.

28. Conditions Precedent. Except as provided for in the Carve Out, no DIP Lender shall have any obligation to make any DIP Loan under the respective DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

29. Prepetition Intercreditor Agreement. Pursuant to section 510 of the Bankruptcy Code, any applicable intercreditor or subordination provisions contained in any of the Prepetition Documents, including the Prepetition Intercreditor Agreement, shall remain in full force and effect; *provided* that nothing in this Interim Order shall be deemed to provide liens to any Prepetition Secured Party on any assets of the Debtors except as set forth herein.

30. Binding Effect; Successors and Assigns. The provisions of this Interim Order and the other DIP Documents, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, any Committee appointed in these Cases, and the Debtors and their respective successors and permitted assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Secured Parties and the applicable Prepetition Secured Parties; *provided* that, except to the

extent expressly set forth in this Interim Order, the Prepetition Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP Credit Agreement, a promissory note, or otherwise) to permit the use of Cash Collateral pursuant to this Interim Order or the other DIP Documents, (a) the DIP Secured Parties, (b) the First Lien Secured Parties, and (c) the Second Lien Secured Parties shall not (i) be deemed to be in control of the operations of the Debtors, or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

31. Limitation of Liability. In determining to make any loan under the DIP Documents, or permitting the use of Cash Collateral, pursuant to this Interim Order, or the other DIP Documents, the (a) DIP Secured Parties, (b) First Lien Secured Parties, or (c) Second Lien Secured Parties, shall not, solely by reason thereof, be deemed in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing in this Interim Order or the other DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties or any Prepetition Secured Parties of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtors.

32. No Requirement to File Claim for DIP Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the DIP Agent nor any DIP Lender shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and payable in accordance with the DIP Documents without the necessity of filing any such proof of claim or request for payment of administrative expenses, and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the DIP Agent' or any DIP Lender's rights, remedies, powers, or privileges under any of the DIP Documents, this Interim Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party in interest or their respective successors in interest.

33. No Requirement to File Claim for Prepetition Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, neither the Prepetition Agents nor any Prepetition Secured Parties shall be required to file any proof of claim

or request for payment of administrative expenses with respect to any of the Prepetition Obligations; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the Prepetition Agents' or any Prepetition Secured Party's rights, remedies, powers, or privileges under any of the Prepetition Documents, this Interim Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party in interest or their respective successors in interest.

34. No Marshaling. Subject to and effective upon entry of the Final Order granting such relief and the priorities set forth in this Interim Order (including the lien / claim priorities), the DIP Agent and the DIP Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral, and proceeds of the DIP Collateral shall be received and applied pursuant to this Interim Order, the other DIP Documents, and the Prepetition Documents, notwithstanding any other agreement or provision to the contrary, and, subject to and effective upon entry of the Final Order, neither the First Lien Secured Parties nor the Second Lien Secured Parties shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral.

35. Application of Proceeds of DIP Collateral. Subject to the priorities set forth in this Interim Order, the DIP Obligations shall be repaid from proceeds of Collateral in accordance with the priorities set forth in the DIP Term Sheet.

36. Equities of the Case. The First Lien Secured Parties and the Second Lien Secured Parties shall each be entitled to all the rights and benefits of section 552(b) of the Bankruptcy Code, and, subject to and effective upon entry of the Final Order, the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the First Lien Secured Parties or the Second Lien Secured Parties with respect to proceeds, product, offspring, or profits of any of the Collateral (including the Prepetition Collateral).

37. Final Hearing. The Final Hearing on the Motion shall be held on [●], 2026, at [●]., prevailing Eastern Time. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the following parties on or before [●]: (i) proposed counsel to the Debtors, Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn. Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com), Ryan T. Jareck, Esq. (rjareck@coleschotz.com), Daniel J. Harris, Esq. (dharris@coleschotz.com), and Matteo Percontino (mpercontino@coleschotz.com); (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100 Newark, New Jersey 07102, Attn. Fran Steele (fran.b.steele@usdoj.gov) and David Gerardi (david.gerardi@usdoj.gov); (iii) counsel to BGC, Herbert Smith Freehills Kramer (US) LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn. Richard E. Farley

(Richard.Farley@hsfkramer.com), Mark P. Ramsey (Mark.Ramsey@hsfkramer.com), Robert T. Schmidt (Robert.Schmidt@hsfkramer.com), and Andrew J. Citron (Andrew.Citron@hsfkramer.com), and Sills Cummis & Gross P.C., The Legal Center, One Riverfront Plaza, Newark, New Jersey 07102, Attn. Andrew H. Sherman (ASherman@sillscummis.com) and Boris I. Mankovetskiy (BMankovetskiy@sillscummis.com); (iv) counsel to FaraNord (US) III Pte Ltd, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Christopher Marcus, Esq. (cmarcus@kirkland.com), Jordan D. Roberts, Esq. (jordan.roberts@kirkland.com), Jess Lepper, Esq. (jess.lepper@kirkland.com), Charles H. Martin, Esq. (Charles.martin@kirkland.com), and Kelly Meyer, Esq. (Kelly.meyer@kirkland.com) and (v) if any statutory committee has been appointed in these chapter 11 cases, counsel to such committee. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

38. Effect of this Interim Order. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof.

39. Supporting Documents. All landlord access agreements, landlord waivers, license agreements and other documents with third parties that were entered into in connection with the Prepetition Documents shall continue in full force and effect and apply *mutatis mutandis* to the DIP Documents and the DIP Obligations. All of the terms of the Prepetition Documents that

provided for the guarantee of the Prepetition Obligations by the guarantors thereof, shall apply *mutatis mutandis* to the Debtors and each Debtor shall be a guarantor (pursuant to such terms) of the DIP Obligations.

40. Effectiveness as of the Petition Date. Notwithstanding anything to the contrary contained herein, any provision of this Interim Order that is subject to entry of the Final Order shall be effective as of the Petition Date, upon entry of the Final Order.

41. Retention of Jurisdiction. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

EXHIBIT A – REQUIRED MILESTONES

1. no later than the Petition Date, the Debtors shall have filed and served the motion, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, to compromise and settle certain claims and/or causes of action, which settlement shall be by and between the Borrower and Blue Apron which settlement shall be in a form subject to the consent of the Required DIP Lenders (as defined below), whose consent shall not be unreasonably withheld (the "Settlement Motion");

2. no later than two (2) Business Days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order, which order must be acceptable to the DIP Lenders in their sole discretion;

3. the Debtors shall file, by the date that is no later than ten (10) days after the Petition Date, a motion to sell all of the Debtors' assets that are not subject to the 9019 settlement, through a sale pursuant to section 363 of the Bankruptcy Code in form and substance reasonably acceptable to the DIP Lender (the "Sale Motion");

4. no later than thirty-one (31) days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order, which order shall be acceptable to the DIP Lenders in their sole discretion;

5. the Bankruptcy Court shall have entered an order approving the bidding procedures of the sale contemplated by the Sale Motion (the "Sale", and such order being the "Bidding Procedures Order") by the date that is no later than thirty-one (31) days after the Petition Date;

6. no later than thirty-one (31) days after the Petition Date, the Bankruptcy Court shall have entered the order approving the Settlement Motion (the "Settlement Order"), which order shall be in a form subject to the consent of the Required DIP Lenders, whose consent shall not be unreasonably withheld;

7. no later than sixty (60) days after entry of the Interim DIP Order, the period by which any creditor can challenge the DIP Lenders' pre-petition liens or claims shall expire;

8. the Bankruptcy Court shall have entered an order approving the Sale by the date that is no later than seventy-five (75) days after the Petition Date;

9. the Sale shall be consummated by the date that is no later than ninety (90) days after the Petition Date; and

10. a liquidating chapter 11 plan, that is otherwise an Acceptable Plan (as defined in the DIP Term Sheet), shall be consummated by the date that is no later than the later of thirty (30) days after consummation of the Sale or completion of the transition services under the Settlement Order.

The extension of any Required Milestone shall be subject to the consent of the DIP Lenders in their sole and absolute discretion.

EXHIBIT B – DIP TERM SHEET

EXECUTION VERSION

FRESHREALM, INC.

SUPERPRIORITY SENIOR SECURED PRIMING DEBTOR-IN-POSSESSION CREDIT FACILITY

Summary of Proposed Material Terms and Conditions

This Summary of Proposed Material Terms and Conditions (the "DIP Term Sheet"), dated as of April 27, 2026 sets forth certain terms of the DIP Facility (as defined below) proposed to be provided, subject to the conditions set forth below, by the DIP Lenders (as defined below). This DIP Term Sheet does not constitute a commitment, a contract to provide a commitment, or any agreement by the DIP Lenders to provide the financing described herein. This DIP Term Sheet does not attempt to describe all of the terms, conditions, and requirements that would pertain to the financing described herein, but rather is intended to be a summary outline of certain basic items, which shall be set forth in final documentation, which documentation shall be acceptable in all respects to the DIP Lenders (as defined below) in their sole discretion. The terms, conditions, and requirements shall be subject in all respects to the DIP Orders and DIP Credit Agreement, as applicable.

Borrower:	FreshRealm, Inc. (the "Borrower").
Guarantors:	(x) FreshRealm Holdings, Inc. ("Parent") and each subsidiary of Parent (other than the Borrower and FreshRealm Texas, LLC) that is a debtor in the jointly administered cases (collectively, the "Case") under chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") filed in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") on April 27, 2026 (the "Petition Date") (collectively, together with the Borrower, the "Debtors").
Administrative Agent / Collateral Agent:	BGC Lender Rep LLC, as administrative agent and collateral agent for the DIP Lenders (the "Agent").
DIP Lenders:	Each of (a) Birch Grove Investments LLC and/or one or more of their respective affiliates, related/advised funds and/or managed accounts and/or designees ("BGC") and (b) FaraNord (US) IV Pte Ltd ("FaraNord", and together with BGC, the "DIP Lenders").
Type and Amount of the DIP Facility:	A debtor-in-possession, multiple-draw term loan facility (the "DIP Facility") in an aggregate principal amount not to exceed the sum of (a) a prepetition protective advance in the amount of $3 million, which shall be "rolled up" into the DIP Facility, of which $1.8 million shall be provided by BGC (the "BGC Protective Advance") and $1.2 million shall be provided by FaraNord (the "FaraNord Protective Advance"; and together with the BGC Protective Advance, the "Protective Advances"), (b) $15 million in commitments (the "Post-Petition New Money DIP Commitments") for post-petition new money loans (the "Post-Petition New Money DIP Loans"; and, together with the Protective Advances, the "New Money DIP Loans"), $9 million of which commitments shall be provided by BGC (the "BGC Post-Petition New Money DIP Loans"; and, together with the BGC Protective Advance, the "BGC New Money DIP Loans") and $6 million of which commitments shall be provided by FaraNord (the "FaraNord Post-Petition New Money DIP Loans"; and,

	together with the FaraNord Protective Advance, the "FaraNord New Money DIP Loans"), plus (b) an additional $45 million in aggregate principal amount, equal to the sum of (i) $27 million in aggregate principal amount of the Term Loans outstanding under the First Lien Credit Agreement (as such term is defined in the Existing Intercreditor Agreement[1]), which shall be "rolled up" into the DIP Facility (the "BGC Roll-Up DIP Loans") and (ii) $18 million in aggregate principal amount of the Term Loans (as defined in the Second Lien Credit Agreement) under the Second Lien Credit Agreement, which shall be "rolled up" into the DIP Facility (the "FaraNord Roll-Up DIP Loans"; together with the BGC Roll-Up DIP Loans, the "Roll-Up DIP Loans"; and the Roll-Up DIP Loans, together with the New Money DIP Loans, the "DIP Loans"). Post-Petition New Money DIP Loans shall, subject to the borrowing conditions set forth herein, in the DIP Credit Agreement (as defined below) and in the applicable DIP Order (as defined below), be made in (i) an initial draw (the "Initial DIP Draw") upon entry of the Interim DIP Order in an aggregate principal amount not to exceed $10,000,000.00 and (ii) an additional draw upon entry of the Final DIP Order in an aggregate amount not to exceed $5,000,000.00. The DIP Facility will be documented as a senior secured super-priority debtor-in-possession financing agreement (such agreement, the "DIP Credit Agreement"). The Roll-Up DIP Loans will be subordinated in right of payment to the New Money DIP Loans.
Interest Rate; Default Rate:	At all times prior to the occurrence of an Event of Default (as defined below), interest on the DIP Loans shall accrue at a rate *per annum* equal to the SOFR Rate (to be defined in a manner consistent with the Existing Credit Agreement and acceptable to the DIP Lenders) *plus* 800 basis points *per annum* (the "Interest Rate"). The Borrower shall only be permitted to elect one (1) month SOFR interest periods. Upon the occurrence and during the continuation of an Event of Default, interest on the DIP Loans shall accrue at the Interest Rate, plus an additional 200 basis points *per annum*, which shall be payable in cash on demand. All interest shall be computed on the basis of a 360-day year for the actual number of days occurring in the period for which such interest is payable.

[1] "Existing Intercreditor Agreement" means that certain Amended and Restated Intercreditor Agreement, dated as of December 4, 2025, among FreshRealm, Inc. as borrower, each of the other Grantors party thereto, BGC Lender Rep LLC, as First Lien Representative, and FaraNord (US) PTE Ltd, as Second Lien Representative, as amended, restated, amended and restated, supplemented or otherwise modified prior to the Petition Date. Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Existing Intercreditor Agreement or, if not defined therein, in the First Lien Credit Agreement.

	When due, interest shall be payable in kind by capitalizing it and adding it to the principal of the New Money DIP Loans or the Roll-Up DIP Loans, as applicable.
Security Under DIP Facility:	The DIP Loans and all other obligations under the DIP Facility (collectively, the "DIP Obligations") shall be secured by perfected liens on and security interests in (the "DIP Liens") all assets and property (real and personal), whether now owned by or owing to, or hereafter acquired by, or arising in favor of the Borrower and the Guarantors that are Debtors, including all of the Debtor's rights in, to and under all policies of insurance, all claims outstanding thereunder and all products and proceeds of such insurance and claims (collectively, the "Insurance Collateral") and, including, after entry of the Final Order, all proceeds of claims and causes of action under Chapter 5 of the Bankruptcy Code ("Avoidance Actions") (collectively, the "Collateral"). The DIP Liens shall be subject only to (x) Prior Senior Liens,[2] and (y) the Carve Out (as defined below).
Application of Proceeds of Collateral:	Proceeds of the Collateral (subject to the Carve Out) shall be applied in accordance with the following priorities: 1. First, the New Money DIP Loans shall be repaid, pro rata, from (i) all net proceeds generated from operations during the pendency of the Case and (ii) all proceeds from the sale of Collateral. 2. After repayment in full of the New Money DIP Loans: a. the following proceeds shall be applied to repay the FaraNord Roll-Up DIP Loans (and, if the FaraNord Roll-Up DIP Loans are paid in full, any outstanding prepetition FaraNord Priority Obligations): (i) after consummation of the sale of the Blue Apron PFA and, if applicable, the Marley Spoon PFA, and the inventory and accounts receivable arising thereunder to Misfits Market, Inc. ("Misfits Market"), the proceeds of all Collateral in an amount equal to (a) \$6,000,000 (if only the Blue Apron PFA and related inventory and accounts receivable are acquired by Misfits) or (b) \$7,000,000 (if both the Blue Apron PFA and Marley Spoon PFA and related inventory and accounts receivable are acquired by Misfits) and (ii) all other proceeds of FaraNord Priority Collateral; and b. proceeds of all Collateral (including all proceeds of Insurance Collateral), other than FaraNord Priority Collateral, shall be applied to prepay the BGC Roll-Up DIP Loans (and, to the extent the BGC Roll-Up DIP Loans are paid in full, to any outstanding

[2] "Prior Senior Liens" means other valid, perfected and unavoidable liens, if any, existing as of the Petition Date that are senior to the liens or security interests of the DIP Lenders as of the Petition Date by operation of law or permitted by the prepetition loan documents and liens that are perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code.

prepetition First Lien Obligations until Discharge of First Lien Obligations).

3. If any proceeds of Collateral remain after Discharge of First Lien Obligations, such remainder shall be applied to outstanding prepetition Second Lien Obligations.

Superpriority DIP Claims: All of the claims of the DIP Agent and the DIP Lenders on account of the DIP Obligations shall be entitled to the benefits of section 364(c)(1) of the Bankruptcy Code, having a super-priority over any and all administrative expenses of the kind that are specified in, or contemplated by, sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provisions of the Bankruptcy Code. (the "DIP Superpriority Claims"). The DIP Superpriority Claims shall be subject to, and subordinate in all respects to, the Carve Out.

Chapter 11 Cases Milestones: The DIP Credit Agreement will include certain milestones (collectively, the "Milestones") related to the Debtors' chapter 11 cases as may be determined by the DIP Lenders, including, without limitation (it being understood that, except as provided below, all orders must be reasonably acceptable to the DIP Lenders):

1. no later than the Petition Date, the Debtors shall have filed and served the motion, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, to compromise and settle certain claims and/or causes of action, which settlement shall be by and between the Borrower and Blue Apron and which settlement shall be in a form subject to the consent of the Required DIP Lenders (as defined below), whose consent shall not be unreasonably withheld (the "Settlement Motion");

2. no later than two (2) Business Days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order, which order must be acceptable to the DIP Lenders in their sole discretion;

3. the Debtors shall file, by the date that is no later than ten (10) days after the Petition Date, a motion to sell all of the Debtors' assets that are not subject to the 9019 settlement, through a sale pursuant to section 363 of the Bankruptcy Code in form and substance reasonably acceptable to the DIP Lender (the "Sale Motion");

4. no later than thirty-one (31) days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order, which order shall be acceptable to the DIP Lenders in their sole discretion;

5. the Bankruptcy Court shall have entered an order approving the bidding procedures of the sale contemplated by the Sale Motion (the "Sale", and such order being the "Bidding Procedures Order") by the date that is no later than thirty-one (31) days after the Petition Date;

6. no later than thirty-one (31) days after the Petition Date, the Bankruptcy Court shall have entered the order approving the Settlement Motion

(the "Settlement Order"), which order shall be in a form subject to the consent of the Required DIP Lenders, whose consent shall not be unreasonably withheld;

7. no later than sixty (60) days after entry of the Interim DIP Order, the period by which any creditor can challenge the DIP Lenders' pre-petition liens or claims shall expire;

8. the Bankruptcy Court shall have entered an order approving the Sale by the date that is no later than seventy-five (75) days after the Petition Date;

9. the Sale shall be consummated by the date that is no later than ninety (90) days after the Petition Date; and

10. a liquidating chapter 11 plan, that is otherwise an Acceptable Plan (as defined below), shall be consummated by the date that is no later than the later of thirty (30) days after consummation of the Sale or completion of the transition services under the Settlement Order.

The extension of any Milestone shall be subject to the consent of the DIP Lenders in their sole and absolute discretion.

Acceptable Plan: A chapter 11 plan (an "Acceptable Plan") that provides for the repayment in full in cash of the DIP Loans or is otherwise acceptable to the DIP Lenders in their sole discretion.

Conditions Precedent to DIP Draws: The DIP Credit Agreement will contain usual and customary conditions precedent for transactions of this type and others that are determined to be appropriate by and which are reasonably acceptable to the DIP Lenders (in their sole discretion), including, without limitation, the following:

1. (a) as a condition to the Initial DIP Draw, an Interim DIP Order shall have been entered by the Bankruptcy Court approving the DIP Facility, which order shall be acceptable to the DIP Lenders (the "Interim DIP Order"), and shall not have been reversed, modified, amended, stayed or vacated, and (b) as a condition to the Final DIP Draw, a final order entered by the Bankruptcy Court approving the DIP Facility, which order shall be acceptable to the DIP Lenders (the "Final DIP Order", and together with the Interim DIP Order, the "DIP Orders"), and shall not have been reversed, modified, amended, stayed or vacated;

2. as a condition to the Initial DIP Draw, the DIP Agent and DIP Lenders shall have received a cash flow forecast setting forth all forecasted receipts and disbursements of the Debtors on a weekly basis for the period beginning as of the week of the Petition Date through the week ending 13 weeks thereafter, broken down by week, including the anticipated weekly uses of the proceeds of the DIP Facility for such period, which forecast shall be reasonably acceptable to the DIP Lenders (the "Initial Budget") (it being understood and agreed that the budget referenced in the Interim DIP Order shall be deemed to be

acceptable to the DIP Lenders and shall deemed to be the Initial Budget for purposes of the DIP Facility);

3. as a condition to the Initial DIP Draw, the DIP Agent shall have received for the benefit of itself and the DIP Lenders a valid, perfected, enforceable and unavoidable Lien on all of the Collateral owned by the Borrower and each Guarantor;

4. as a condition to each DIP Draw, immediately before and after giving pro forma effect to such DIP Draw, the Debtors shall be in pro forma compliance with the Permitted Variance Test (as defined below); and

5. as a condition to each DIP Draw, there shall be no default or Event of Default under the DIP Credit Agreement and each of the representations and warranties set forth in the DIP Credit Agreement shall be true and correct in all material respects.

It is understood and agreed that no legal opinions shall be a condition to the funding of any DIP Draw.

Maturity: All DIP Obligations will be due and payable in full in cash on the earliest of: (i) six months after the Petition Date; (ii) if the Final DIP Order has not been entered by the Bankruptcy Court on or before the applicable Milestone, the date of the applicable Milestone; (iv) the date of acceleration of the DIP Loans and the termination of the DIP Lenders' commitments under the DIP Facility pursuant to the terms of the DIP Credit Agreement; (v) the date the Bankruptcy Court orders the conversion of the chapter 11 case of any of the Debtors to a chapter 7 liquidation or the dismissal of the chapter 11 case of any Debtor; (vi) the filing by the Debtors of a proposed chapter 11 plan other than the Acceptable Plan; and (vii) the effective date of an Acceptable Plan (the "Effective Date").

Optional and Mandatory Prepayments: Usual and customary for transactions of this type and others determined to be reasonably appropriate by the DIP Lenders, in each case, that are reasonably acceptable to the DIP Lenders, including, except as provided herein or in the DIP Credit Agreement, the mandatory prepayment of the DIP Loans, with 100% of the net cash proceeds of any asset sale (for the avoidance of doubt, specifically excluding any proceeds following approval of the Settlement Order), or debt issuance received by the Borrower or the Guarantors. The Borrower may repay the DIP Loans at any time and from time to time, in whole or in part, without premium or penalty.

Use of Proceeds: Proceeds of the DIP Loans will be used only for the following purposes, in each case, in accordance with and subject to the Approved Budget (as defined below) then in effect: (i) general corporate and working capital purposes; (ii) the payment of restructuring costs; and (iii) the payment of all reasonable and documented accrued and unpaid transaction costs, fees and expenses with respect to the DIP Facility, including reasonable and documented costs, fees and expenses of professional advisors to the DIP Agent and the DIP Lenders, in each subject to the terms and conditions set forth in the paragraph found below entitled "Restrictions on Use of DIP Facility Loans and Cash Collateral".

Representations and Warranties:

Usual and customary for transactions of this type and others determined to be reasonably appropriate by the DIP Lenders, in each case, that are reasonably acceptable to the DIP Lenders.

Affirmative and Negative Covenants:

Usual and customary for transactions of this type and others determined to be reasonably appropriate by the DIP Lenders, in each case, that are reasonably acceptable to the DIP Lenders, including, without limitation:

1. delivery of weekly budget updates to the Initial Budget, with variance reports (together with the Initial Budget, each, an "Approved Budget") (it being understood and agreed that the budget referenced in the DIP Orders shall be deemed to be acceptable to the DIP Lenders and shall deemed to be the Approved Budget for purposes of the DIP Facility);

2. limitations on variances from the Approved Budget on disbursements and receipts, which limitations (which shall include a permitted variance, (x) in the case of disbursements, of no more than 15% in excess of the amount forecasted in the Approved Budget and, (y) in the case of receipts, of no less than 85% of the amount forecasted in the Approved Budget (the "Permitted Variance Test")) and the line items of such Approved Budget tested in connection therewith, and the frequency and periods of such testing, shall be identical to such limitations and budget testing set forth in the DIP Orders;

3. a minimum liquidity covenant requiring liquidity of no less than $500,000.00 at all times;

4. Except as set forth in the Approved Budget (subject to Permitted Variances), the DIP Orders, or the "first day" or "second day" orders, the Debtors may not incur (without the consent of the DIP Lenders) Indebtedness, grant any lien, make any Investment, Dispose of any property (except as necessary to effectuate the Sale), make any payment or distribution in respect of any prepetition claim or liability or on account of any of its capital stock, or permit any direct or indirect Subsidiary of Parent to incur any Indebtedness or grant any Lien, or, in each case, enter into any agreement to do any of the foregoing, in each case without the prior written consent of the Required DIP Lenders;

5. the Debtors shall consult with the DIP Lenders in pursuit of and in connection with the Sale, including as to the marketing process and the terms and conditions of the marketing process and the sale;

6. weekly budget update conference calls among the DIP Lenders and Alvarez & Marsal ("A&M");

7. within ten (10) days of the Initial DIP Draw or such later date as agreed to by the Debtors and the DIP Lenders, the Debtors, the DIP Agent and the DIP Lenders shall enter into a credit agreement and related loan documents, in each case, in form and substance satisfactory to the DIP Agent and the DIP Lenders;

8. except as set forth in the DIP Orders, all proceeds from the Sale shall be deposited into a segregated deposit account subject to the control of the collateral agent and held in trust for the benefit of the DIP Lenders to fund (x) the repayment of all DIP Loans on the Effective Date or (y) at the direction of the Borrower, the voluntary prepayment of the DIP Loans; and

9. subsequent to borrowing any DIP Loans but prior to using the proceeds thereof, the Borrower shall hold such funds in a segregated account, which shall not be subject to the Liens or claims of any Person other than the DIP Lenders (other than the liens of the depository bank at which such account is held).

Events of Default and Remedies:

Usual and customary defaults and events of default (each, an "Event of Default") for transactions of this type and others determined to be reasonably appropriate by the DIP Lenders, in each case, that are acceptable to the DIP Lenders, including, without limitation, certain Events of Default arising from non-compliance with the Milestones.

Required DIP Lenders:

"Required DIP Lenders" means DIP Lenders holding at least a majority of the Post-Petition New Money DIP Commitments and the aggregate outstanding principal amount of the DIP Loans. Except as to customary "sacred rights" requiring the consent of all DIP Lenders or all affected DIP Lenders under the DIP Facility documents, amendments and modifications to the DIP Credit Agreement and other related loan documents will be subject to the consent of Required DIP Lenders.

Adequate Protection:

Subject in all cases to the Carve Out, BGC and FaraNord, as lenders under the First Lien Credit Agreement and the Second Lien Credit Agreement, as applicable (the "Prepetition Lenders" and together with the administrative and collateral agents under the First Lien Credit Agreement and the Second Lien Credit Agreement, the "Prepetition Secured Parties") shall receive adequate protection for the Debtors' use of the Collateral securing the loans under the Prepetition Loan Documents (collectively, the "Prepetition Loans") and the other First Lien Obligations and Second Lien Obligations, as applicable, for any diminution in value of such interests (each such diminution, a "Diminution in Value"), resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve Out, the Debtors' use of the Prepetition Collateral (including Cash Collateral), and the imposition of the automatic stay, and/or any other reason permitted pursuant to the Bankruptcy Code including, but not limited to:

1. payment of all interest accruing under the First Lien Loan Documents and the Second Lien Loan Documents (collectively,

the "Prepetition Loan Documents") at the respective rates applicable thereto under the Prepetition Loan Documents as and when due pursuant to the Prepetition Loan Documents, which interest shall be paid in kind by capitalizing it and adding it to the principal balance of the Prepetition Loans; *provided that* the Prepetition Secured Parties reserve their rights to assert default interest pursuant to the Prepetition Loan Documents in connection with the confirmation of a plan of liquidation or reorganization for the Debtors (which interest, if required to be paid shall be paid in kind by capitalizing it and adding it to the principal balance of the Prepetition Loans);

2. replacement liens and security interests in DIP Collateral and superpriority administrative expense claims under sections 503 and 507 of the Bankruptcy Code, in each case (and as applicable) junior only to the DIP Liens, Prior Senior Liens, DIP Obligations, and the Carve Out, to the extent of any Diminution in the Value of the Prepetition Secured Parties' interest in any Cash Collateral or other Prepetition Collateral arising as a result of (A) the use, sale, or lease of Cash Collateral or other collateral, (B) the granting of priming liens to secure the DIP Facility or (C) the imposition of the automatic stay;

3. reimbursement by the Debtors of the reasonable and documented fees, costs, and out-of-pocket expenses incurred or accrued by the Prepetition Secured Parties (to include all reasonable and documented fees, costs, and out-of-pocket expenses) after the Petition Date in connection with any and all aspects of the Debtors' Cases; and

4. delivery of reporting and information in the form and on a cadence to be agreed upon by the parties.

The foregoing adequate protection liens will automatically attach to the DIP Collateral and become valid and perfected immediately upon entry of the Interim DIP Order without the requirement of any further action by the Prepetition Secured Parties; provided, that if the Prepetition Secured Parties determine to file any financing statements, notice of liens or similar instruments, the Debtors will cooperate and assist in any such filings and the automatic stay shall be modified to allow such filing.

Subject to the entry of the Final Order, liens on the proceeds of any Avoidance Actions.

Carve Out: For the avoidance of doubt and notwithstanding anything to the contrary in the DIP Orders, the DIP Credit Agreement, or in the Prepetition Loan Documents, the Carve Out shall be senior to all liens and claims securing the DIP Loans, the DIP Claims, the DIP Liens, the Adequate Protection Liens, and claims pursuant to section 507(b) of the Bankruptcy Code, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Liens.

The "Carve Out" shall mean and include (a) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the Carve Out Notice), (b) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the Carve Out Notice (as defined below)), (c) to the extent allowed by the Bankruptcy Court at any time, unpaid fees and expenses ("Allowed Professional Fees") of Estate Professionals (as defined below) incurred through the date of delivery of a Carve Out Notice up to the amounts for such professional included in the Approved Budget through the date of the Carve Out Notice, (d) to the extent allowed by the Bankruptcy Court at any time, up to $300,000 of fees and expenses incurred by persons or firms retained by (i) the Debtors pursuant to Sections 327, 328, or 363 of the Bankruptcy Code or (ii) any committee appointed in the cases (clauses (i) and (ii) together, the "Estate Professionals") after the first business day following delivery of a Carve Out Notice (the amounts set forth in this clause (d) being the "Post-Carve Out Notice Cap"), and (e) an amount not to exceed $3,000,000 (the "Contingent Amount Cap") to satisfy the Debtors' statutory employee severance obligations under New Jersey law (the "Contingent Amounts").

"Carve Out Notice" means a written notice (which may be by email) by the DIP Agent or the DIP Lenders to the Debtors, Debtors' counsel, the U.S. Trustee, and counsel to any official committee of unsecured creditors stating that the Post-Carve Out Notice Cap has been invoked, which notice may be delivered only following the occurrence and during the continuation of an Event of Default.

Not later than 7:00 p.m. New York time on the third business day of each week starting with the first full calendar week following the Petition Date, each Estate Professional shall deliver to the Debtors, the DIP Agent and their advisors a statement setting forth a good-faith estimate of the amount of unpaid fees and expenses incurred during the preceding week by such Estate Professional (through Saturday of such week, the "Calculation Date"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses (the "Estimated Fees and Expenses") incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "Weekly Statement").

Commencing with the first full calendar week following the Petition Date, and on or before the Thursday of each week thereafter (except as to the Post-Carve Out Notice Cap), the Debtors shall utilize all cash on hand as of such date to fund a reserve in an amount equal to the sum of (a) the greater of (i) the aggregate unpaid amount of all Estimated Fees and Expenses reflected in the Weekly Statement delivered on the immediately prior Wednesday to the Debtors and the DIP Agent, and (ii) the aggregate amount of unpaid Allowed Professional Fees contemplated to be incurred in the Approved Budget during such week, *plus* (b) the Post-Carve Out Notice Cap, *plus* (c) an amount equal to the amount of Allowed

Professional Fees set forth in the Budget for the week occurring after the most recent Calculation Date. The Debtors shall deposit and hold such amounts in a segregated account maintained at the Debtors in trust (the "Funded Fee Reserve Account") to pay the Allowed Professional Fees contemplated to be incurred in the Approved Budget prior to any and all other claims, and all Allowed Professional Fees contemplated to be incurred in the Approved Budget incurred prior to the Termination Declaration Date (as defined below) shall be paid first from such Funded Fee Reserve Account; *provided, however*, that the weekly funding into the Funded Fee Reserve Account as set forth under (a) above (i) shall never exceed one-hundred twenty percent (120%) of the amount of Allowed Professional Fees set forth in the Budget (with the Estate Professionals authorized to "carry forward" any favorable variances for subsequent weeks), and (ii) shall revert to the "lesser of" on and after entry of the Settlement Order; *provided*, *further*, *however*, that when the Allowed Professional Fees included in the Carve Out have been paid in full, including any Allowed Professional Fees allowed following delivery of the Carve Out Notice, any funds remaining in the Funded Fee Reserve Account shall revert to the Debtors for use in a manner consistent with the DIP Credit Agreement and the DIP Orders. For the avoidance of doubt, the Funded Fee Reserve Account shall not constitute DIP Collateral, except that the DIP Agent, on behalf of the DIP Lenders, shall have a residual interest in the Funded Fee Reserve Account solely to the extent of any funds remaining after the Allowed Professional Fees included in the Carve Out have been paid in full.

As soon as practicable following the Initial DIP Draw, and in accordance with the Approved Budget, the Debtors shall utilize all cash on hand as of such date to fund a reserve in an amount that equals the Contingent Amount Cap. The Debtors shall deposit and hold such amounts in a segregated account, that is not the Funded Fee Reserve Account, and that is maintained at the Debtors in trust (the "Funded Contingent Reserve Account") to pay the Contingent Amounts prior to any and all other claims, and all Contingent Amounts payable by the Debtors shall be paid first from such Funded Contingent Reserve Account; *provided* that when all Contingent Amounts that are payable by the Debtors have been satisfied, and the Debtors believe, in good faith, that no Contingent Amounts may become due in the future, then any funds remaining in the Funded Contingent Reserve Account shall revert to the Debtors for use in a manner consistent with the DIP Credit Agreement and the DIP Orders. For the avoidance of doubt, the Funded Contingent Reserve Account shall not constitute DIP Collateral, except that the DIP Agent, on behalf of the DIP Lenders, shall have a residual interest in the Funded Contingent Reserve Account solely to the extent of any funds remaining after the Contingent Amounts included in the Carve Out have been paid in full. On the Termination Declaration Date (as defined below), in the event all cash on hand, including cash held in the Funded Contingent Reserve Account and any available cash thereafter held by any Debtor, is insufficient to satisfy in full the Contingent Amounts, the DIP Lenders shall be obligated to fund DIP Loans into the Funded Contingent Reserve Account in an amount to satisfy any deficiency in the Funded Contingent Reserve Account up to the Contingent

Amount Cap. Notwithstanding the foregoing sentence, the DIP Lenders shall have no obligation to fund DIP Loans in excess of the Post-Petition New Money DIP Commitments.

On the day on which a Carve Out Notice is given by the DIP Agent (at the direction of the DIP Lenders) to the Debtors (the "Termination Declaration Date"), the Carve Out Notice shall constitute a demand to, and the Debtors shall utilize all cash on hand as of such date, including cash in the Funded Fee Reserve Account, and any available cash thereafter held by any Debtors, to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees accrued prior to the Termination Declaration Date. The Debtors shall deposit and hold such amounts in a segregated account maintained at the Debtors in trust to pay such then unpaid Allowed Professional Fees incurred through the Termination Declaration Date (the "Pre-Carve Out Notice Reserve") prior to any and all other claims. For the avoidance of doubt, the DIP Lenders shall have no obligation to fund the Pre-Carve Out Notice Reserve in excess of the DIP Loans already funded to the Debtors prior to the Termination Declaration Date and any such remaining DIP Loans that have not yet been funded to the Debtors prior to the Termination Declaration Date shall not be used to fund the Pre-Carve Out Notice Reserve. On the Termination Declaration Date, after funding the Pre-Carve Out Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Notice Cap (if not previously funded).

The Debtors shall deposit and hold such amounts in a segregated account maintained at the Debtors in trust to pay such unpaid Allowed Professional Fees benefiting from the Post-Carve Out Notice Cap (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Notice Reserve, the "Carve Out Reserves") prior to any and all other claims. Any remaining DIP Loans that have not yet been funded to the Debtors prior to the Termination Declaration Date shall not be used to fund the Post-Carve Out Notice Reserve. All funds in the Pre-Carve Out Notice Reserve shall be used first to pay the obligations set forth in clauses (a) through (c) of the definition of Carve Out set forth above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, the Post-Carve Out Notice Cap, until indefeasibly paid in full, and then to the extent the Pre-Carve Out Notice Reserve has not been reduced to zero to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all New Money DIP Loans have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date. All funds in the Post-Carve Out Notice Reserve shall be used first to pay the obligations set forth in clause (d) of the definition of Carve Out set forth above (the "Post-Carve Out Amounts"), and then, to the extent the Post-Carve Out Notice Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all New Money DIP Loans have been terminated, in which case any such excess shall be paid to the

	Prepetition Secured Parties in accordance with their rights and priorities under the Prepetition Loan Documents as of the Petition Date. Notwithstanding anything to the contrary in the DIP Credit Agreement or the DIP Orders, following delivery of a Carve Out Notice, the DIP Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have an automatically perfected lien and a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Agent for application in accordance with the DIP Credit Agreement or if the DIP Obligations have been indefeasibly paid in full, to the Prepetition Secured Parties for application in accordance with the Prepetition Loan Documents. Further, notwithstanding anything to the contrary in the DIP Orders, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute DIP Loans (as defined in the DIP Credit Agreement) or increase or reduce the DIP Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Approved Budget, Carve Out, Post-Carve Out Notice Cap, Carve Out Reserves, or any of the foregoing (A) be construed as a cap or limitation on the amount of the Allowed Professional Fees, nor as a cap or limitation on the amount of fees under 28 U.S.C. § 1930, due and payable by the Debtors or (B) restrict any Estate Professionals from seeking allowance of compensation with the Court in accordance with the compensation procedures approved in the Chapter 11 Cases.
Credit Bidding:	The Final Order shall provide that the DIP Agent and the DIP Lenders and, subject to the challenge rights (set forth in the DIP Orders), the Prepetition Secured Parties, shall have the right to credit bid (pursuant to section 363(k) of the Bankruptcy Code and/or applicable law) the DIP Loans and Prepetition Loans, in whole or in part, in connection with any sale or disposition of assets by the Debtors in the Cases and shall not be prohibited from making such credit bid "for cause" under section 363(k) of the Bankruptcy Code.
No Marshalling, Section 506(c)Waiver, and Section 552(b) Waiver:	The DIP Orders shall provide that the DIP Lenders may exercise all remedies available under this DIP Term Sheet, the DIP Documents, and Prepetition Loan Documents, as applicable, without any requirement first to look to exercise any of its or their rights against any particular collateral or party or to exhaust any remedies available to it or them against any particular collateral or party or to resort to any other source or means of obtaining payment of any of such obligations or to elect any other remedy. Subject to entry of the Final DIP Order, in no event shall any of the DIP Agent, DIP Lenders, or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to the collateral securing the DIP Loans or the Prepetition Loans. The Final DIP Order shall include a ruling that, except to the extent of the Carve Out, no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy

or other proceedings under the Bankruptcy Code, shall be charged against or recovered from any DIP Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Required DIP Lenders, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lenders. The Final DIP Order shall include a ruling that the Debtors shall irrevocably waive and shall be prohibited from asserting any claim described in this paragraph, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Lenders upon the DIP Collateral.

The Final DIP Order shall provide that the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, the "equities of the case" exception under sections 552(b)(i) and (ii) of the Bankruptcy Code shall not apply to such parties with respect to the proceeds, products, rents, issues or profits of any of their collateral, and no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, product, offspring or profits from any of the collateral under section 552(b) of the Bankruptcy Code.

Furthermore, subject to entry of the Final DIP Order, the Debtors and their estates shall be deemed to have irrevocably waived and have agreed not to assert any claim or right under sections 552 or 726 of the Bankruptcy Code to avoid the imposition of the liens of the DIP Agent and the DIP Lenders any property acquired by any of the Debtors or any of their estates or to seek to surcharge any costs or expenses incurred in connection with the preservation, protection or enhancement of, or realization by, the DIP Agent, the DIP Lenders, or the Prepetition Secured Parties, upon the DIP Collateral or the Prepetition Collateral (as defined below), as applicable.

Acknowledgement, Stipulations and Releases:

The Interim DIP Order shall include each of the following stipulations, admissions, and agreements, which shall be binding upon the Debtors, the assets of their bankruptcy estates (the "Estates"), and any successors thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) under all circumstances and for all purposes (subject to the challenge period by third parties, including any official committee of unsecured creditors ("Challenge Period")). After consultation with their attorneys and financial advisors, and without prejudice to the rights of parties in interest pursuant to the paragraph below titled "Challenge Period," the Debtors, on their own behalf and on behalf of their Estates, admit, stipulate, acknowledge, and agree as follows (collectively, the "Debtors' Stipulations"):

1. All Prepetition Loan Documents are valid, binding, and enforceable by the Prepetition Secured Parties against each of the relevant Debtors.

2. As of the Petition Date, each of the Debtors was indebted and liable, without any objection, defense, counterclaim, recoupment, challenge, or offset of any kind, to the Prepetition Secured Parties pursuant to the Prepetition Loan Documents, in the principal amount of not less than (x) $51,327,785.56 (plus the BGC Protective Advance) with regard to the Term Loans outstanding under the First Lien Credit Agreement and (y) $[$117,400,000] (plus the FaraNord Protective Advance) with regard to the Term Loans outstanding under the Second Lien Credit Agreement, *plus*, in each case, all accrued or hereafter accruing and unpaid interest thereon and any additional amounts, charges, fees and expenses (including any attorneys', accountants', appraisers' and financial advisors' fees and expenses that are chargeable or reimbursable under the Prepetition Loan Documents as to such Debtor) now or hereafter due under the Prepetition Loan Documents (all obligations of each Debtor arising under any Prepetition Loan Documents, including all loans, advances, debts, liabilities, principal, interest, fees, charges, expenses and obligations for the performance of covenants, tasks or duties, or for the payment of monetary amounts owing to the Prepetition Secured Parties by such Debtor, of any kind or nature, whether or not evidenced by any note, agreement or other instrument, shall be referred to herein collectively as the "Prepetition Obligations"), which Prepetition Obligations are legal, valid, and binding obligations of each relevant Debtor and no portion of which is subject to avoidance, disallowance, reduction, recharacterization, subordination, or other challenge pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

3. Pursuant to the Prepetition Loan Documents and to the extent set forth therein, as of the Petition Date, each Debtor granted to the Prepetition Secured Parties, to secure such Debtor's Prepetition Obligations, a valid, duly authorized, non-voidable, binding, perfected, security interest in the Collateral having the priority set forth in the Existing Intercreditor Agreement (as specified more fully in the Prepetition Loan Documents and referred to in this DIP Term Sheet as the "Prepetition Collateral").

4. The Debtors have a critical need to obtain postpetition financing under the DIP Facility and to use Cash Collateral, as applicable, to, among other things, pay the costs and expenses associated with administering these Cases, continue the orderly operation of the Debtors' business, maximize and preserve the Debtors' going concern value, make lease and other contractual payments, and satisfy other working capital and general corporate purposes, in each case, in accordance with the Approved Budget, and to provide adequate protection. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business without access to the DIP Facilities and the authorized use of Cash Collateral, as applicable.

5. In light of the Debtors' facts and circumstances, the Debtors would be unable to obtain (i) adequate unsecured credit allowable either (a) under sections 364(b) and 503(b)(1) of the Bankruptcy Code, or (b) under section 364(c)(1) of the Bankruptcy Code, (ii) adequate credit secured by (a) a senior lien on unencumbered assets of their estates under section 364(c)(2) of the Bankruptcy Code, and (b) a junior lien on encumbered assets under section 364(c)(3) of the Bankruptcy Code, or (iii) secured credit under section 364(d)(1) of the Bankruptcy Code from sources other than the DIP Lenders on terms more favorable than the terms of the DIP Facility. The only viable source of secured credit available to the Debtors, other than the use of Cash Collateral, is the DIP Facility. The Debtors require both additional financing under the DIP Facility and the continued use of Cash Collateral, as applicable, under the terms of this DIP Term Sheet and subject to the Final Order, to satisfy their postpetition liquidity needs. The DIP Lenders has indicated a willingness to provide the Debtors with certain financing commitments, and the Prepetition Secured Parties authorize the use of Prepetition Collateral, including Cash Collateral, but solely on the terms and conditions set forth in this DIP Term Sheet and subject to the Final Order.

6. The Debtors, the DIP Lenders and the Prepetition Secured Parties have negotiated the terms and conditions of this DIP Term Sheet (including the Debtors' continued use of the Prepetition Collateral, including Cash Collateral) in good faith and at arm's length, and any credit extended and loans made to the Debtors pursuant to this DIP Term Sheet and the Debtors' Stipulations shall be, and hereby are, deemed to have been extended, issued or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code. Subject to the paragraph herein titled "Challenge Period," the Prepetition Secured Parties are entitled to receive adequate protection as set forth herein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code for any diminution in the value of the Prepetition Collateral, including Cash Collateral, resulting from the automatic stay or the Debtors' use, sale or lease of the Prepetition Collateral, including Cash Collateral, during these Cases.

Subject to the rights and limitations set forth in the paragraph titled "Challenge Period," the Interim DIP Order shall provide that the Debtors shall provide a full release to the DIP Lenders in exchange for the New Money DIP Loans, and provide a full release to the Prepetition Secured Parties in exchange for Prepetition Secured Parties' consenting to the use of its Cash Collateral, which will bind any official committee of unsecured creditors and all other parties-in-interest upon expiration of the Challenge Period.

No Priming or Pari Passu Liens:	No order shall be entered authorizing or approving any liens or encumbrances on the DIP Collateral or the Prepetition Collateral, as

	applicable, senior to or *pari passu* with the liens of the Prepetition Secured Parties other than the liens of the DIP Agent or the DIP Lenders.
Restrictions on Use of DIP Facility Loans and Cash Collateral:	None of the Carve Out, any Cash Collateral, the DIP Loans, the DIP Collateral, or the Prepetition Collateral may be used to challenge the amount, validity, perfection, priority or enforceability of, or assert any defense, counterclaim or offset to, the DIP Facility, this DIP Term Sheet, or the DIP Documents or the Prepetition Debt or the prepetition loan documents, or the security interests and liens securing any of the DIP Obligations or the Prepetition Obligations, or to fund prosecution or assertion of any claims, or to otherwise litigate against any DIP Agent or DIP Lenders or Prepetition Secured Parties; provided that up to $50,000.00 shall be made available to the official committee of unsecured creditors appointed (if any) for investigation costs in respect of the stipulations contemplated below or otherwise set forth in the DIP Orders.
Indemnification:	The Debtors shall agree to indemnify and hold harmless the DIP Agent and the DIP Lenders (solely in such capacities) and each of their respective affiliates and each of their respective officers, directors, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable and documented fees and out-of-pocket expenses of counsel), that may be incurred by or asserted or awarded against any Indemnified Party (including, without limitation, in connection with any investigation, litigation or proceeding or the preparation of a defense in connection therewith), arising out of or in connection with or by reason of the DIP Facility, or any of transactions contemplated hereby, except to the extent arising from an Indemnified Party's gross negligence, bad faith, or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any of the Debtors, any of their respective directors, security holders or creditors, an Indemnified Party or any other person or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated.
A&M Completion Fee:	The Debtors shall not seek pre-approval of the $2.5 million completion fee (the "Completion Fee") of A&M under section 328(a) of the Bankruptcy Code. A&M may file an application seeking approval of the Completion Fee contemplated by its October 16, 2025, engagement letter with the Borrower under section 330 of the Bankruptcy Code in the event the conditions precedent to payment of the Completion Fee are met. The DIP Agent, on behalf of the DIP Lenders, and the Prepetition Secured Parties, reserve all rights to contest or otherwise challenge the Completion Fee under the reasonableness standard under section 330 of the Bankruptcy Code.
Professional Fees:	All the reasonable and documented out-of-pocket fees, costs, disbursements and expenses of the DIP Agent and the DIP Lenders (including, without limitation, the reasonable and documented fees, costs

	and expenses of their respective legal counsel (including, for the avoidance of doubt, the fees, costs and expenses of Herbert Smith Freehills Kramer (US) LLP, Sills, Cummis, & Gross P.C., and Kirkland & Ellis LLP) and financial advisors), incurred after the Petition Date shall be paid upon entry of the DIP Orders and thereafter on a monthly basis.
Assignments:	The DIP Lenders shall be permitted to assign DIP Loans with the consent of the Borrower (such consent not to be unreasonably withheld, delayed or conditioned); provided that such consent of the Borrower shall not be required if such assignment is made (x) to another DIP Lender or an affiliate or approved fund of any such DIP Lender or (y) during the continuation of an Event of Default.
Miscellaneous:	This summary of terms and conditions does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive credit documentation for the DIP Facility contemplated hereby, all of which shall be acceptable to the DIP Lenders.
Governing Law:	New York

EXHIBIT C – INITIAL BUDGET

FreshRealm, Inc.
13-Week DIP Budget
Dated: April 27, 2026

($ in 000s)	Petition Date				Transact. Close		Effective Date							
Week Ending:	1-May	8-May	15-May	22-May	29-May	5-Jun	12-Jun	19-Jun	26-Jun	3-Jul	10-Jul	17-Jul	24-Jul	Total
Opening Cash Balance	**$19,485**	**$28,225**	**$25,263**	**$21,679**	**$17,067**	**$14,202**	**$8,044**	**$3,961**	**$3,510**	**$3,005**	**$2,871**	**$2,616**	**$990**	**$19,485**
Collections														
Blue Apron	9,227	3,937	4,002	4,001	4,072	-	-	-	-	-	-	-	-	25,238
Marley Spoon	1,145	2,129	1,162	1,163	1,410	-	-	-	-	-	-	-	-	7,010
All Other Customers	210	590	173	270	346	373	385	334	230	191	89	18	-	3,209
Total Receipts	**10,582**	**6,656**	**5,337**	**5,434**	**5,828**	**373**	**385**	**334**	**230**	**191**	**89**	**18**	**-**	**35,456**
Operating Disbursements														
Raw Materials + Freight	(6,142)	(4,344)	(5,017)	(5,643)	(7,941)	(3,806)	(6,170)	-	-	-	-	(1,300)	-	(40,364)
Employee Costs	(378)	(1,314)	(1,175)	(1,181)	(1,203)	(107)	(107)	(107)	(107)	(107)	(38)	(38)	(38)	(5,898)
Operating and Other Expenses	(3,123)	(2,103)	(822)	(1,417)	(3,296)	(1,416)	(1,429)	(80)	(80)	(80)	-	-	-	(13,846)
Total Operating Disbursements	**(9,644)**	**(7,760)**	**(7,014)**	**(8,242)**	**(12,440)**	**(5,329)**	**(7,706)**	**(187)**	**(187)**	**(187)**	**(38)**	**(1,338)**	**(38)**	**(60,108)**
Chapter 11 Activities														
Professional Fees	(1,873)	(1,607)	(1,657)	(1,554)	(1,002)	(952)	(7,012)	(348)	(298)	(388)	(56)	(56)	(56)	(16,861)
Deposits	(325)	-	-	-	-	-	-	-	-	-	-	-	-	(325)
DIP Financing	10,000	-	-	-	5,000	-	-	-	-	-	-	-	-	15,000
Cash Consideration	-	-	-	-	-	-	10,000	-	-	-	-	-	-	10,000
Reserve for Statutory Contingency	-	(250)	(250)	(250)	(250)	(250)	(250)	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Asset Sale Proceeds	-	-	-	-	-	-	500	-	-	500	-	-	-	1,000
Total Chapter 11 Activities	**7,802**	**(1,857)**	**(1,907)**	**(1,804)**	**3,748**	**(1,202)**	**3,238**	**(598)**	**(548)**	**(138)**	**(306)**	**(306)**	**(306)**	**5,814**
Net Cash Flow	**8,740**	**(2,961)**	**(3,585)**	**(4,612)**	**(2,864)**	**(6,158)**	**(4,083)**	**(451)**	**(504)**	**(134)**	**(255)**	**(1,626)**	**(344)**	**(18,839)**
Ending Cash	**$28,225**	**$25,263**	**$21,679**	**$17,067**	**$14,202**	**$8,044**	**$3,961**	**$3,510**	**$3,005**	**$2,871**	**$2,616**	**$990**	**$646**	**$646**