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**Fresh & Easy® Intellectual Property - Bid Submission Form**

Date: \_\_\_\_\_

Name of Company/Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Business Contact Name, Email and Phone Number:

\_\_\_\_\_

Attorney Contact Name, Email and Phone Number:

\_\_\_\_\_

Please complete this form for submitting bids to acquire certain intellectual property assets (the “IP Assets”) offered for sale (the “Sale”) by Fresh & Easy, LLC (the “Debtor”), in the Fresh & Easy, LLC Chapter 11 bankruptcy case (Case No. 15-12220) currently pending in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

This form is being provided for convenience purposes to assist parties interested in submitting bids for the Fresh & Easy® brand and related IP Assets, including trademarks, domain names, recipes, and works of authorship (the “Fresh & Easy® Intellectual Property”).

In connection with your bid, please disclose any pre-existing relationships to the Debtor or the members of its board of managers (note here if none; please detail and explain in attachment if applicable): \_\_\_\_\_

\_\_\_\_\_

**1. Important Dates:**

Please take note of the following important dates and deadlines:

**Bid Deadline: Thursday, June 2, 2016 at 5:00 PM ET**

**Auction Date: TBD Based on the number, nature and amount of bids received, the Debtor reserves the right to move forward with a sale without a subsequent auction. Accordingly, parties are encouraged to make their best bids for the Fresh & Easy® Intellectual Property.**

**2. Due Diligence:**

A virtual data room (the “Data Room”) has been established by the Debtor. Access to the Data Room is being provided to parties executing an approved Non-Disclosure Agreement (“NDA”). If you would like access to the Data Room, please contact the following Hilco Streambank representatives:

- David Peress | [dperess@hilcoglobal.com](mailto:dperess@hilcoglobal.com) | 781.471.1239  
 Jack Hazan | [jhazan@hilcoglobal.com](mailto:jhazan@hilcoglobal.com) | 212.610.5663  
 Dmitriy Chemlin | [dchemlin@hilcoglobal.com](mailto:dchemlin@hilcoglobal.com) | 212.610.5642  
 Benjamin Kaplan | [bkaplan@hilcoglobal.com](mailto:bkaplan@hilcoglobal.com) | 646.651.1978

**3. IP Assets & Purchase Price:**

The Debtor will entertain offers for any of the suggested lots listed below (each, a “Lot”), or any combination of multiple Lots below, and any custom Lot. The “suggested” Lots are listed below and reference a schedule listing the Assets available to Bidders in the Data Room (the “Fresh & Easy® Asset Schedule”). Please complete the section below by checking the appropriate boxes and filling in the amount of your bid for each Lot as appropriate.

Bid Lot Selection:

**PLEASE FILL IN BELOW TO INDICATE YOUR BID DETAILS.  
 YOU MAY BID ON ONE OR MULTIPLE LOTS.**

Lot No.	Assets	Bid Amount
Lot 1	<b>All Fresh &amp; Easy® Intellectual Property (Trademarks, Domain Names, Formulation Database, Standard Operating Procedures, Technical and Product Image Libraries)</b>	\$
Lot 2	<b>Fresh &amp; Easy® Trademarks, Domain Names, Technical and Product Image Libraries Only (w/o Formulation Database and Standard Operating Procedures)</b>	\$
Lot 3	<b>Formulation Database and Standard Operating Procedures Only</b>	\$
Lot 4	<b>Custom Package: Please list assets included in your bid and proposed purchase price.</b> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	\$

**4. Deposit:**

All Bids must be accompanied by a cash deposit in an amount equal to *ten percent (10%)* of the proposed purchase price contemplated by your Bid. Wire instructions for the deposit are as follows:

**WIRE INSTRUCTIONS:**

**Bank Name:** Wells Fargo Bank, N.A.

**Account Name:** Fresh & Easy, LLC

**Account Number:** 4941768954

**Routing Number:** 121000248

**Beneficiary Bank Contact:** Charlene Cortez - 415.243.7592

Deposit in amount of \$\_\_\_\_\_ Wired On \_\_\_\_\_, 2016.

**5. Asset Purchase Agreement:**

All bidders are asked to complete and submit the form Asset Purchase Agreement with the terms of their bid in Microsoft Word, and at the same time submit a redline showing all changes made to the form Asset Purchase Agreement. Copies of the form Asset Purchase Agreement are available in the Virtual Data Room. The Debtor reserves the right to reject any bid not containing an APA submission provided in Microsoft Word with a complete redline to the form Asset Purchase Agreement.

**6. Bid Submission:**

Bids must be submitted prior to the Bid Deadline to the following parties:

Name	E-Mail
David Peress	<a href="mailto:dperess@hilcoglobal.com">dperess@hilcoglobal.com</a>
Dmitriy Chemlin	<a href="mailto:dchemlin@hilcoglobal.com">dchemlin@hilcoglobal.com</a>
Amir Agam	<a href="mailto:Amir.agam@fticonsulting.com">Amir.agam@fticonsulting.com</a>
Thomas Grigg	<a href="mailto:Thomas.grigg@fticonsulting.com">Thomas.grigg@fticonsulting.com</a>
Justin Rucki	<a href="mailto:jrucki@ycst.com">jrucki@ycst.com</a>

**7. Other Bidding Procedures**

The Debtor will review all Bids submitted by the Bid Deadline and follow up with bidders to clarify any questions in order to understand and qualify such Bids, or to request information from bidders relating to their ability to provide adequate assurance of future performance or similar financial information. The Debtor reserves the right to accept Bids for any Lot without a further auction or solicitation of further bids, or to extend the Bid Deadline or withdraw any of the IP Assets from the sale in their sole discretion. Accordingly, parties are encouraged to submit their highest and best Bid for each Lot. In the event that the Debtor determines to solicit additional Bids or to convene an auction in respect of any Lot, notice of such determination may be limited to parties who have submitted qualified Bids.

**8. Bidder Acknowledgment**

By submission of this bid, Bidder acknowledges that its bid is a duly authorized non-contingent bid for purchase of the specified assets, not subject to any further diligence or contingent on any financing. Bidder further acknowledges Bidder (a) has had an opportunity to conduct due diligence regarding the assets prior to making its offer and does not require further due diligence, (b) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or assets in making its bid, and (c) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever whether express, implied, by operation of law, or otherwise, regarding the assets, or the accuracy or completeness of any information provided in connection therewith.

The Debtors reserve the right to accept or reject any offer and/or withdraw any of the IP Assets from the Sale. Bids shall remain open and irrevocable until and unless the Debtors select a higher or otherwise better Bid(s).

Bidder acknowledges that to the extent it is the winning bidder for any Lot it is committing to close the transaction pursuant to Section 2.3 of the APA. Bidder further acknowledges that, to the extent that it is the winning bidder for any Lot, any assets it acquires will be delivered and accepted by the Bidder AS IS, WHERE IS and WITH ALL FAULTS, and that such sale will be made WITHOUT WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY; WITHOUT REPRESENTATION OF ANY KIND OR NATURE; AND WITHOUT RECOURSE, except as set forth in writing in the APA accepted by the Debtors.

Bid Submitted on Behalf of:

Bidder Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_