

Fill in this information to identify the case:

Debtor Thrasio, LLC

United States Bankruptcy Court for the: _____ District of New Jersey
(State)

Case number 24-11902

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

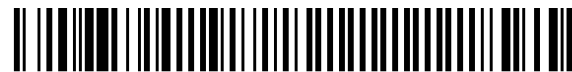
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

<p>1. Who is the current creditor?</p>	<p><u>GXO Logistics Supply Chain, Inc.</u></p> <p><small>Name of the current creditor (the person or entity to be paid for this claim)</small></p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p><small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small></p>	<p>Where should notices to the creditor be sent?</p> <p><u>GXO Logistics Supply Chain, Inc.</u> <u>Deborah L. Fletcher</u> <u>FisherBroyles LLP</u> <u>338 Sharon Amity Rd, #518</u> <u>Charlotte, NC 28211</u></p> <p>Contact phone <u>7044427263</u></p> <p>Contact email <u>See summary page</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Contact phone _____</p> <p>Contact email _____</p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>17</u> Filed on <u>April 1, 2024</u> <small>MM / DD / YYYY</small></p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes. Who made the earlier filing? <u>GXO Logistics Supply Chain, Inc.</u></p>	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

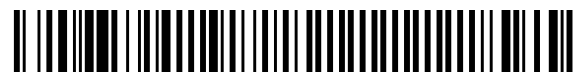
7. How much is the claim? \$ 3,536,826.69. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Services pursuant to Warehouse Agreement

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: Goods stored at GXO warehouse
Basis for perfection: Contract terms and possession. See Exhibit A
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 6,400,000
Amount of the claim that is secured: \$ 3,536,826.69
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ 3,536,826.69
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/06/2024
MM / DD / YYYY

/s/Deborah L. Fletcher
Signature

Print the name of the person who is completing and signing this claim:

Name Deborah L. Fletcher
First name Middle name Last name

Title Attorney and Authorized Agent

Company FisherBroyles LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0496 | International +1 (310) 751-2696

Debtor: 24-11902 - Thrasio, LLC		
District: District of New Jersey, Trenton Division		
Creditor: GXO Logistics Supply Chain, Inc. Deborah L. Fletcher FisherBroyles LLP 338 Sharon Amity Rd, #518 Charlotte, NC, 28211 Phone: 7044427263 Phone 2: Fax: Email: deborah.fletcher@fisherbroyles.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: Has Related Claim: Yes Related Claim Filed By: GXO Logistics Supply Chain, Inc.	
Filing Party: Authorized agent		
Other Names Used with Debtor:		Amends Claim: Yes - 17, April 1, 2024 Acquired Claim: No
Basis of Claim: Services pursuant to Warehouse Agreement	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 3,536,826.69		Includes Interest or Charges: No
Has Priority Claim: No		Priority Under:
Has Secured Claim: Yes: 3,536,826.69 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No		Nature of Secured Amount: Other Describe: Goods stored at GXO warehouse Value of Property: 6,400,000 Annual Interest Rate: Arrearage Amount: 3,536,826.69 Basis for Perfection: Contract terms and possession. See Exhibit A Amount Unsecured:
Submitted By: Deborah L. Fletcher on 06-May-2024 4:19:11 p.m. Eastern Time Title: Attorney and Authorized Agent Company: FisherBroyles LLP		

EXHIBIT A

PROOF OF CLAIM OF GXO LOGISTICS SUPPLY CHAIN, INC.

The Debtor owes GXO a total of \$3,536,826.69 (the “Prepetition Debt”) for prepetition services rendered pursuant to a Warehouse Agreement effective as of April 1, 2021, as amended by a First Amendment to Warehouse Agreement effective as of May 24, 2021 (together, with all amendments thereto, the “Warehouse Agreement”).

Pursuant to Section 7 of the Warehouse Agreement, GXO has a lien on all Goods stored by the Debtor at GXO’s warehouses. Section 7 states:

7. Title to Goods.

(a) Title and exclusive ownership to the Goods shall remain with Depositor at all times, including while in the possession of Warehouse Operator. Warehouse Operator shall not: (a) dispose of or transfer the Goods in any way not permitted by this Agreement; (b) claim any rights of ownership in the Goods or represent itself to any third party as being the owner of the Goods; or (c) offer the Goods as a security to a third party under any circumstances, or otherwise permit any security interest, lien, or other encumbrance ("Lien") to be placed on the Goods while in Warehouse Operator's possession, custody, or control.

(b) Notwithstanding the above, Warehouse Operator shall have a general lien against Depositor on any and all Goods deposited with Warehouse Operator, and on the proceeds from the sale thereof for all charges provided herein, including storage charges, claims for money advanced, interest, insurance, transportation, labor, dunnage, wrapping, weighing, coopering, and all other charges and expenses in relation to such Goods, for all expenses necessary for preservation or removal of the Goods, all reasonable charges and expenses for notice and advertisement of sale and sale of the Goods where default has been made, and for all costs including court costs and reasonable attorney’s fees in collecting charges or enforcing this lien, or defending itself in the event Depositor is made a party to any litigation concerning the Goods stored thereunder, or in filing any action in interpleader for the determination of ownership of the Goods deposited with Depositor.

\$875,218.15 of the Prepetition Debt is for services rendered pursuant to the Warehouse Agreement from December 3, 2023 through February 27, 2024 as itemized in the weekly invoices below:

Invoice #	Inv. Date	Due Date	Location	Service Period	Amount
41075123124	1/29/24	2/28/24	San Bernadino	12/24/23 - 12/30/24	90,201.08
41075124011	1/29/24	2/28/24	San Bernadino	12/31/23 - 1/6/24	88,609.60
41075124012	1/29/24	2/28/24	San Bernadino	1/7/24 - 1/13/24	93,646.44
41075124013	1/29/24	2/28/24	San Bernadino	1/14/24 - 1/20/24	88,103.76
41075124014	2/7/24	3/8/24	San Bernadino	1/21/24 - 1/27/24	90,059.16
41058223121	2/12/24	3/13/24	Orlando (Disposal)	12/3/24 - 12/9/24	38,797.23
410751240127	2/12/24	3/13/24	San Bernadino	1/28/24 - 2/3/24	86,938.36
41075124021	2/16/24	3/17/24	San Bernadino	2/4/24 - 2/10/24	89,618.76
41075124022	2/20/24	3/21/24	San Bernadino	2/11/24 - 2/17/24	87,463.76
41075124023	3/4/24	4/3/24	San Bernadino	2/18/24 to 2/24/24	85,000.00
41075124024	3/21/24	4/20/24	San Bernadino	2/25/24 to 2/27/24	36,780.00

\$2,661,608.54 of the Prepetition Debt is for unutilized space per the Contracted Space Commitment in the First Amendment to the Warehouse Agreement as identified below:

Invoice #	Inv. Date	Due Date	Location	Service Period	Amount
410583230317	3/30/23	4/29/23	Grand Prairie	1/1/22 - 3/11/23	542,070.04
410750230327	3/30/23	4/29/23	Mechanicsburg	1/1/22 - 3/11/23	132,161.78
410751230325	3/30/23	4/29/23	San Bernadino	1/1/22 - 3/11/23	1,987,376.72

In addition to the Prepetition Debt, GXO continues to provide postpetition services to the Debtor pursuant to the Warehouse Agreement. For weekly postpetition services ending March 16, 2024, the Debtor owes GXO \$220,040. Indebtedness for postpetition services continues to accrue pursuant to the Warehouse Agreement.

Copies of the Invoices identified above are attached hereto. A copy of GXO's Warehouse Agreement has been supplied to counsel for the Debtors and the Official Committee of Unsecured Creditors and will be supplied to any other party in interest upon written request.



INVOICE

GXO Logistics – Supply Chain
4035 Piedmont Pkwy, High Point, NC 27265

Page: 1 of 1

Bill To: Thrasio, LLC
Charope Inc
85 West Street
Walpole, MA 02081

Invoice Number: 41058223121
Invoice Date: 2/12/2024
Invoice Period: 12/03/23 - 12/09/23
Pay Terms: Net 30 Days
Due Date: 3/13/2024
PO Number: BPO554

Re: Orlando FL

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Orlando Disposal Cost					
87 CustInvc34796083	502510		Dollars	\$	8,279.68
88 CustInvc35043438	502510		Dollars	\$	13,458.15
89 CustInvc35043534	502510		Dollars	\$	6,346.22
90 CustInvc35044037	502510		Dollars	\$	8,517.11
Subtotal - Hourly Labor					\$ 36,601.16
Cost Plus Billing					
91 cost plus 6% markup	502510		Dollars	\$	2,196.07
Subtotal - Disposal Cost					\$ 2,196.07
Invoice Total					\$ 38,797.23

↑USD↑

Remit to EFT – Preferred Method
Routing#: 021000021
Bank Account#: 199283836
xposc-receivables@gxo.com

Remittance Address
GXO Logistics Supply Chain
29560 Network Place
Chicago, IL 60673-1560



INVOICE

GXO Logistics – Supply Chain
 4035 Piedmont Pkwy, High Point, NC 27265

Page: 1 of 1

Bill To: Thrasio, LLC
 Charope Inc
 85 West Street
 Walpole, MA 02081

Invoice Number: 41075123124
Invoice Date: 1/29/2024
Invoice Period: 12/24/24 - 12/30/24
Pay Terms: Net 30 Days
Due Date: 2/28/2024
PO Number: BPO532

Re: San Bernardino CA

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Fixed Costs					
1 Fixed Storage	502540	1	Week	\$ 85,500.00	\$ 85,500.00
Subtotal - Fixed Costs					\$ 85,500.00
Transactional Costs					
20 I1 (Case Receipt)	502310		Case	\$ 2.26	
21 I2 (Pallet Receipt)	502310		Pallet	\$ 9.02	
22 I3 (Container Receipt)	502310		Container	\$ 920.35	
23 F1 (XS Unit Pick)	502320		Unit	\$ 0.49	
24 F2 (S Unit Pick)	502320		Unit	\$ 0.55	
25 F3 (M Unit Pick)	502320		Unit	\$ 0.66	
26 F4 (ML Unit Pick)	502320		Unit	\$ 1.13	
27 F5 (L Unit Pick)	502320		Unit	\$ 1.47	
28 F6 (XL Unit Pick)	502320		Unit	\$ 1.95	
29 F7 (Oversized Unit Pick)	502320		Unit	\$ 3.26	
30 O1 (Pick & Pack Order)	502320		Order	\$ 2.94	
31 O2 (Shippable Order)	502320		Order	\$ 2.13	
32 P1 (Pallet Pick)	502320		Pallet	\$ 9.02	
33 C1 (Case Pick)	502320	865	Case	\$ 1.91	\$ 1,652.15
34 R1 (S Returns (For XS & S))	502610		Order	\$ 4.05	
35 R2 (M Returns (For M & ML))	502610		Order	\$ 5.05	
36 R3 (L Returns (For L & XL))	502610		Order	\$ 7.50	
37 R4 (Oversized Returns)	502610		Order	\$ 14.72	
Subtotal - Transactional Costs					\$ 1,652.15
A1 Hourly Labor					
77 First Article Inspection	502610			\$ 51.56	
78 Inventory Special Labeling Request	502310			\$ 51.56	
79 Inventory ReClass/Wrong SKU	502610			\$ 51.56	
80 Manual OB Order Entry and Processing	502320	36		\$ 51.56	\$ 1,856.16
81 Manual IB ASN Order Creation	502310			\$ 51.56	
82 No Packing List Avail / IB Audit Required	502610			\$ 51.56	
83 Customer Requested Stock Checks	502530			\$ 51.56	
84 Physical Inventory	502530			\$ 40.00	
Subtotal - Hourly Labor					\$ 1,856.16
Scrap Disposal					
85 Burrtec Scrap Container and Certificate of Destruction	502510	1	Dollars	\$ 1,042.33	\$ 1,042.33
86 Burrtec Overweight Container	502510	1	Dollars	\$ 150.44	\$ 150.44
Subtotal - Scrap Disposal					\$ 1,192.77
Cost Plus Billing					
87 Billable Supplies for The Month	502510		Dollars	6%	
Subtotal - Cost Plus Billing					\$ -
Invoice Total					\$ 90,201.08

↑USD↑

Remit to EFT – Preferred Method
 Routing#: 021000021
 Bank Account#: 199283836
 xpsc-receivables@gxo.com

Remittance Address
 GXO Logistics Supply Chain
 29560 Network Place
 Chicago, IL 60673-1560



INVOICE

GXO Logistics – Supply Chain
 4035 Piedmont Pkwy, High Point, NC 27265

Page: 1 of 1

Bill To: Thrasio, LLC
 Charope Inc
 85 West Street
 Walpole, MA 02081

Invoice Number: 41075124011
Invoice Date: 1/29/2024
Invoice Period: 12/31/23 - 01/06/24
Pay Terms: Net 30 Days
Due Date: 2/28/2024
PO Number: BPO532

Re: San Bernardino CA

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Fixed Costs					
1	Fixed Storage	502540	1	Week	\$ 85,500.00
					Subtotal - Fixed Costs \$ 85,500.00
Transactional Costs					
20	I1 (Case Receipt)	502310		Case	\$ 1.75
21	I2 (Pallet Receipt)	502310		Pallet	\$ 7.00
22	I3 (Container Receipt)	502310		Container	\$ 714.00
23	F1 (XS Unit Pick)	502320		Unit	\$ 0.38
24	F2 (S Unit Pick)	502320		Unit	\$ 0.43
25	F3 (M Unit Pick)	502320		Unit	\$ 0.51
26	F4 (ML Unit Pick)	502320		Unit	\$ 0.88
27	F5 (L Unit Pick)	502320		Unit	\$ 1.14
28	F6 (XL Unit Pick)	502320		Unit	\$ 1.51
29	F7 (Oversized Unit Pick)	502320		Unit	\$ 2.53
30	O1 (Pick & Pack Order)	502320		Order	\$ 2.28
31	O2 (Shippable Order)	502320		Order	\$ 1.65
32	P1 (Pallet Pick)	502320		Pallet	\$ 7.00
33	C1 (Case Pick)	502320	1020	Case	\$ 1.48
34	R1 (S Returns (For XS & S))	502610		Order	\$ 3.14
35	R2 (M Returns (For M & ML))	502610		Order	\$ 3.92
36	R3 (L Returns (For L & XL))	502610		Order	\$ 5.82
37	R4 (Oversized Returns)	502610		Order	\$ 11.42
					Subtotal - Transactional Costs \$ 1,509.60
A1 Hourly Labor					
77	First Article Inspection	502610			\$ 40.00
78	Inventory Special Labeling Request	502310			\$ 40.00
79	Inventory ReClass/Wrong SKU	502610			\$ 40.00
80	Manual OB Order Entry and Processing	502320	40		\$ 40.00
81	Manual IB ASN Order Creation	502310			\$ 40.00
82	No Packing List Avail / IB Audit Required	502610			\$ 40.00
83	Customer Requested Stock Checks	502530			\$ 40.00
84	Physical Inventory	502530			\$ 40.00
					Subtotal - Hourly Labor \$ 1,600.00
Cost Plus Billing					
87	Billable Supplies for The Month	502510		Dollars	6%
					Subtotal - Cost Plus Billing \$ -
Invoice Total					\$ 88,609.60

↑USD↑

Remit to EFT – Preferred Method
 Routing#: 021000021
 Bank Account#: 199283836
 xposc-receivables@gxo.com

Remittance Address
 GXO Logistics Supply Chain
 29560 Network Place
 Chicago, IL 60673-1560



INVOICE

GXO Logistics – Supply Chain
 4035 Piedmont Pkwy, High Point, NC 27265

Page: 1 of 1

Bill To: Thrasio, LLC
 Charope Inc
 85 West Street
 Walpole, MA 02081

Invoice Number: 41075124012
Invoice Date: 1/29/2024
Invoice Period: 01/07/24 - 01/13/24
Pay Terms: Net 30 Days
Due Date: 2/28/2024
PO Number: BPO532

Re: San Bernardino CA

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Fixed Costs					
1 Fixed Storage	502540	1	Week	\$ 85,500.00	\$ 85,500.00
Subtotal - Fixed Costs					\$ 85,500.00
Transactional Costs					
20 I1 (Case Receipt)	502310		Case	\$ 1.75	
21 I2 (Pallet Receipt)	502310		Pallet	\$ 7.00	
22 I3 (Container Receipt)	502310		Container	\$ 714.00	
23 F1 (XS Unit Pick)	502320		Unit	\$ 0.38	
24 F2 (S Unit Pick)	502320		Unit	\$ 0.43	
25 F3 (M Unit Pick)	502320		Unit	\$ 0.51	
26 F4 (ML Unit Pick)	502320		Unit	\$ 0.88	
27 F5 (L Unit Pick)	502320		Unit	\$ 1.14	
28 F6 (XL Unit Pick)	502320		Unit	\$ 1.51	
29 F7 (Oversized Unit Pick)	502320		Unit	\$ 2.53	
30 O1 (Pick & Pack Order)	502320		Order	\$ 2.28	
31 O2 (Shippable Order)	502320		Order	\$ 1.65	
32 P1 (Pallet Pick)	502320		Pallet	\$ 7.00	
33 C1 (Case Pick)	502320	4153	Case	\$ 1.48	\$ 6,146.44
34 R1 (S Returns (For XS & S))	502610		Order	\$ 3.14	
35 R2 (M Returns (For M & ML))	502610		Order	\$ 3.92	
36 R3 (L Returns (For L & XL))	502610		Order	\$ 5.82	
37 R4 (Oversized Returns)	502610		Order	\$ 11.42	
Subtotal - Transactional Costs					\$ 6,146.44
A1 Hourly Labor					
77 First Article Inspection	502610			\$ 40.00	
78 Inventory Special Labeling Request	502310			\$ 40.00	
79 Inventory ReClass/Wrong SKU	502610			\$ 40.00	
80 Manual OB Order Entry and Processing	502320	50		\$ 40.00	\$ 2,000.00
81 Manual IB ASN Order Creation	502310			\$ 40.00	
82 No Packing List Avail / IB Audit Required	502610			\$ 40.00	
83 Customer Requested Stock Checks	502530			\$ 40.00	
84 Physical Inventory	502530			\$ 40.00	
Subtotal - Hourly Labor					\$ 2,000.00
Cost Plus Billing					
87 Billable Supplies for The Month	502510		Dollars	6%	
Subtotal - Cost Plus Billing					\$ -
Invoice Total					\$ 93,646.44

↑USD↑

Remit to EFT – Preferred Method
 Routing#: 021000021
 Bank Account#: 199283836
 xposc-receivables@gxo.com

Remittance Address
 GXO Logistics Supply Chain
 29560 Network Place
 Chicago, IL 60673-1560



INVOICE

GXO Logistics – Supply Chain
 4035 Piedmont Pkwy, High Point, NC 27265

Page: 1 of 1

Bill To: Thrasio, LLC
 Charope Inc
 85 West Street
 Walpole, MA 02081

Invoice Number: 41075124013
Invoice Date: 1/29/2024
Invoice Period: 01/14/24 - 01/20/24
Pay Terms: Net 30 Days
Due Date: 2/28/2024
PO Number: BPO532

Re: San Bernardino CA

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Fixed Costs					
1 Fixed Storage	502540	1	Week	\$ 85,500.00	\$ 85,500.00
Subtotal - Fixed Costs					\$ 85,500.00
Transactional Costs					
20 I1 (Case Receipt)	502310		Case	\$ 1.75	
21 I2 (Pallet Receipt)	502310		Pallet	\$ 7.00	
22 I3 (Container Receipt)	502310		Container	\$ 714.00	
23 F1 (XS Unit Pick)	502320		Unit	\$ 0.38	
24 F2 (S Unit Pick)	502320		Unit	\$ 0.43	
25 F3 (M Unit Pick)	502320		Unit	\$ 0.51	
26 F4 (ML Unit Pick)	502320		Unit	\$ 0.88	
27 F5 (L Unit Pick)	502320		Unit	\$ 1.14	
28 F6 (XL Unit Pick)	502320		Unit	\$ 1.51	
29 F7 (Oversized Unit Pick)	502320		Unit	\$ 2.53	
30 O1 (Pick & Pack Order)	502320		Order	\$ 2.28	
31 O2 (Shippable Order)	502320		Order	\$ 1.65	
32 P1 (Pallet Pick)	502320		Pallet	\$ 7.00	
33 C1 (Case Pick)	502320	462	Case	\$ 1.48	\$ 683.76
34 R1 (S Returns (For XS & S))	502610		Order	\$ 3.14	
35 R2 (M Returns (For M & ML))	502610		Order	\$ 3.92	
36 R3 (L Returns (For L & XL))	502610		Order	\$ 5.82	
37 R4 (Oversized Returns)	502610		Order	\$ 11.42	
Subtotal - Transactional Costs					\$ 683.76
A1 Hourly Labor					
77 First Article Inspection	502610			\$ 40.00	
78 Inventory Special Labeling Request	502310			\$ 40.00	
79 Inventory ReClass/Wrong SKU	502610			\$ 40.00	
80 Manual OB Order Entry and Processing	502320	48		\$ 40.00	\$ 1,920.00
81 Manual IB ASN Order Creation	502310			\$ 40.00	
82 No Packing List Avail / IB Audit Required	502610			\$ 40.00	
83 Customer Requested Stock Checks	502530			\$ 40.00	
84 Physical Inventory	502530			\$ 40.00	
Subtotal - Hourly Labor					\$ 1,920.00
Cost Plus Billing					
87 Billable Supplies for The Month	502510		Dollars	6%	
Subtotal - Cost Plus Billing					\$ -
Invoice Total					\$ 88,103.76

↑USD↑

Remit to EFT – Preferred Method
 Routing#: 021000021
 Bank Account#: 199283836
 xposc-receivables@gxo.com

Remittance Address
 GXO Logistics Supply Chain
 29560 Network Place
 Chicago, IL 60673-1560



INVOICE

GXO Logistics – Supply Chain
 4035 Piedmont Pkwy, High Point, NC 27265

Page: 1 of 1

Bill To: Thrasio, LLC
 Charope Inc
 85 West Street
 Walpole, MA 02081

Invoice Number: 41075124014
Invoice Date: 2/7/2024
Invoice Period: 01/21/24 - 01/27/24
Pay Terms: Net 30 Days
Due Date: 3/8/2024
PO Number: BPO554

Re: San Bernardino CA

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Fixed Costs					
1 Fixed Storage	502540	1	Week	\$ 85,500.00	\$ 85,500.00
Subtotal - Fixed Costs					\$ 85,500.00
Transactional Costs					
20 I1 (Case Receipt)	502310		Case	\$ 1.75	
21 I2 (Pallet Receipt)	502310		Pallet	\$ 7.00	
22 I3 (Container Receipt)	502310		Container	\$ 714.00	
23 F1 (XS Unit Pick)	502320		Unit	\$ 0.38	
24 F2 (S Unit Pick)	502320		Unit	\$ 0.43	
25 F3 (M Unit Pick)	502320		Unit	\$ 0.51	
26 F4 (ML Unit Pick)	502320		Unit	\$ 0.88	
27 F5 (L Unit Pick)	502320		Unit	\$ 1.14	
28 F6 (XL Unit Pick)	502320		Unit	\$ 1.51	
29 F7 (Oversized Unit Pick)	502320		Unit	\$ 2.53	
30 O1 (Pick & Pack Order)	502320		Order	\$ 2.28	
31 O2 (Shippable Order)	502320		Order	\$ 1.65	
32 P1 (Pallet Pick)	502320		Pallet	\$ 7.00	
33 C1 (Case Pick)	502320	1567	Case	\$ 1.48	\$ 2,319.16
34 R1 (S Returns (For XS & S))	502610		Order	\$ 3.14	
35 R2 (M Returns (For M & ML))	502610		Order	\$ 3.92	
36 R3 (L Returns (For L & XL))	502610		Order	\$ 5.82	
37 R4 (Oversized Returns)	502610		Order	\$ 11.42	
Subtotal - Transactional Costs					\$ 2,319.16
A1 Hourly Labor					
77 First Article Inspection	502610			\$ 40.00	
78 Inventory Special Labeling Request	502310			\$ 40.00	
79 Inventory ReClass/Wrong SKU	502610			\$ 40.00	
80 Manual OB Order Entry and Processing	502320	56		\$ 40.00	\$ 2,240.00
81 Manual IB ASN Order Creation	502310			\$ 40.00	
82 No Packing List Avail / IB Audit Required	502610			\$ 40.00	
83 Customer Requested Stock Checks	502530			\$ 40.00	
84 Physical Inventory	502530			\$ 40.00	
Subtotal - Hourly Labor					\$ 2,240.00
Cost Plus Billing					
87 Billable Supplies for The Month	502510		Dollars	6%	
Subtotal - Cost Plus Billing					\$ -
Invoice Total					\$ 90,059.16
					↑USD↑
Remit to EFT – Preferred Method Routing#: 021000021 Bank Account#: 199283836 xposc-receivables@gxo.com			Remittance Address GXO Logistics Supply Chain 29560 Network Place Chicago, IL 60673-1560		



INVOICE

GXO Logistics – Supply Chain
 4035 Piedmont Pkwy, High Point, NC 27265

Page: 1 of 1

Bill To: Thrasio, LLC
 Charope Inc
 85 West Street
 Walpole, MA 02081

Invoice Number: 410751240127
Invoice Date: 2/12/2024
Invoice Period: 01/28/24 - 02/03/24
Pay Terms: Net 30 Days
Due Date: 3/13/2024
PO Number: BPO554

Re: San Bernardino CA

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Fixed Costs					
1	Fixed Storage	502540	1	Week	\$ 85,500.00
					Subtotal - Fixed Costs \$ 85,500.00
Transactional Costs					
20	I1 (Case Receipt)	502310		Case	\$ 1.75
21	I2 (Pallet Receipt)	502310		Pallet	\$ 7.00
22	I3 (Container Receipt)	502310		Container	\$ 714.00
23	F1 (XS Unit Pick)	502320		Unit	\$ 0.38
24	F2 (S Unit Pick)	502320		Unit	\$ 0.43
25	F3 (M Unit Pick)	502320		Unit	\$ 0.51
26	F4 (ML Unit Pick)	502320		Unit	\$ 0.88
27	F5 (L Unit Pick)	502320		Unit	\$ 1.14
28	F6 (XL Unit Pick)	502320		Unit	\$ 1.51
29	F7 (Oversized Unit Pick)	502320		Unit	\$ 2.53
30	O1 (Pick & Pack Order)	502320		Order	\$ 2.28
31	O2 (Shippable Order)	502320		Order	\$ 1.65
32	P1 (Pallet Pick)	502320		Pallet	\$ 7.00
33	C1 (Case Pick)	502320	107	Case	\$ 1.48
34	R1 (S Returns (For XS & S))	502610		Order	\$ 3.14
35	R2 (M Returns (For M & ML))	502610		Order	\$ 3.92
36	R3 (L Returns (For L & XL))	502610		Order	\$ 5.82
37	R4 (Oversized Returns)	502610		Order	\$ 11.42
					Subtotal - Transactional Costs \$ 158.36
A1 Hourly Labor					
77	First Article Inspection	502610			\$ 40.00
78	Inventory Special Labeling Request	502310			\$ 40.00
79	Inventory ReClass/Wrong SKU	502610			\$ 40.00
80	Manual OB Order Entry and Processing	502320	32		\$ 40.00
81	Manual IB ASN Order Creation	502310			\$ 40.00
82	No Packing List Avail / IB Audit Required	502610			\$ 40.00
83	Customer Requested Stock Checks	502530			\$ 40.00
84	Physical Inventory	502530			\$ 40.00
					Subtotal - Hourly Labor \$ 1,280.00
Cost Plus Billing					
87	Billable Supplies for The Month	502510		Dollars	6%
					Subtotal - Cost Plus Billing \$ -
					Invoice Total \$ 86,938.36

↑USD↑

Remit to EFT – Preferred Method
 Routing#: 021000021
 Bank Account#: 199283836
 xposc-receivables@gxo.com

Remittance Address
 GXO Logistics Supply Chain
 29560 Network Place
 Chicago, IL 60673-1560



INVOICE

GXO Logistics – Supply Chain
 4035 Piedmont Pkwy, High Point, NC 27265

Page: 1 of 1

Bill To: Thrasio, LLC
 Charope Inc
 85 West Street
 Walpole, MA 02081

Invoice Number: 41075124021
Invoice Date: 2/16/2024
Invoice Period: 02/04/24 - 02/10/24
Pay Terms: Net 30 Days
Due Date: 3/17/2024
PO Number: BPO554

Re: San Bernardino CA

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Fixed Costs					
1 Fixed Storage	502540	1	Week	\$ 85,500.00	\$ 85,500.00
Subtotal - Fixed Costs					\$ 85,500.00
Transactional Costs					
20 I1 (Case Receipt)	502310		Case	\$ 1.75	
21 I2 (Pallet Receipt)	502310		Pallet	\$ 7.00	
22 I3 (Container Receipt)	502310		Container	\$ 714.00	
23 F1 (XS Unit Pick)	502320		Unit	\$ 0.38	
24 F2 (S Unit Pick)	502320		Unit	\$ 0.43	
25 F3 (M Unit Pick)	502320		Unit	\$ 0.51	
26 F4 (ML Unit Pick)	502320		Unit	\$ 0.88	
27 F5 (L Unit Pick)	502320		Unit	\$ 1.14	
28 F6 (XL Unit Pick)	502320		Unit	\$ 1.51	
29 F7 (Oversized Unit Pick)	502320		Unit	\$ 2.53	
30 O1 (Pick & Pack Order)	502320		Order	\$ 2.28	
31 O2 (Shippable Order)	502320		Order	\$ 1.65	
32 P1 (Pallet Pick)	502320		Pallet	\$ 7.00	
33 C1 (Case Pick)	502320	837	Case	\$ 1.48	\$ 1,238.76
34 R1 (S Returns (For XS & S))	502610		Order	\$ 3.14	
35 R2 (M Returns (For M & ML))	502610		Order	\$ 3.92	
36 R3 (L Returns (For L & XL))	502610		Order	\$ 5.82	
37 R4 (Oversized Returns)	502610		Order	\$ 11.42	
Subtotal - Transactional Costs					\$ 1,238.76
A1 Hourly Labor					
77 First Article Inspection	502610			\$ 40.00	
78 Inventory Special Labeling Request	502310			\$ 40.00	
79 Inventory ReClass/Wrong SKU	502610			\$ 40.00	
80 Manual OB Order Entry and Processing	502320	72		\$ 40.00	\$ 2,880.00
81 Manual IB ASN Order Creation	502310			\$ 40.00	
82 No Packing List Avail / IB Audit Required	502610			\$ 40.00	
83 Customer Requested Stock Checks	502530			\$ 40.00	
84 Physical Inventory	502530			\$ 40.00	
Subtotal - Hourly Labor					\$ 2,880.00
Cost Plus Billing					
87 Billable Supplies for The Month	502510		Dollars	6%	
Subtotal - Cost Plus Billing					\$ -
Invoice Total					\$ 89,618.76

↑USD↑

Remit to EFT – Preferred Method
 Routing#: 021000021
 Bank Account#: 199283836
 xposc-receivables@gxo.com

Remittance Address
 GXO Logistics Supply Chain
 29560 Network Place
 Chicago, IL 60673-1560



INVOICE

GXO Logistics – Supply Chain
 4035 Piedmont Pkwy, High Point, NC 27265

Page: 1 of 1

Bill To: Thrasio, LLC
 Charope Inc
 85 West Street
 Walpole, MA 02081

Invoice Number: 41075124022
Invoice Date: 2/20/2024
Invoice Period: 02/11/24 - 02/17/24
Pay Terms: Net 30 Days
Due Date: 3/21/2024
PO Number: BPO554

Re: San Bernardino CA

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Fixed Costs					
1 Fixed Storage	502540	1	Week	\$ 85,500.00	\$ 85,500.00
Subtotal - Fixed Costs					\$ 85,500.00
Transactional Costs					
20 I1 (Case Receipt)	502310		Case	\$ 1.75	
21 I2 (Pallet Receipt)	502310		Pallet	\$ 7.00	
22 I3 (Container Receipt)	502310		Container	\$ 714.00	
23 F1 (XS Unit Pick)	502320		Unit	\$ 0.38	
24 F2 (S Unit Pick)	502320		Unit	\$ 0.43	
25 F3 (M Unit Pick)	502320		Unit	\$ 0.51	
26 F4 (ML Unit Pick)	502320		Unit	\$ 0.88	
27 F5 (L Unit Pick)	502320		Unit	\$ 1.14	
28 F6 (XL Unit Pick)	502320		Unit	\$ 1.51	
29 F7 (Oversized Unit Pick)	502320		Unit	\$ 2.53	
30 O1 (Pick & Pack Order)	502320		Order	\$ 2.28	
31 O2 (Shippable Order)	502320		Order	\$ 1.65	
32 P1 (Pallet Pick)	502320		Pallet	\$ 7.00	
33 C1 (Case Pick)	502320	462	Case	\$ 1.48	\$ 683.76
34 R1 (S Returns (For XS & S))	502610		Order	\$ 3.14	
35 R2 (M Returns (For M & ML))	502610		Order	\$ 3.92	
36 R3 (L Returns (For L & XL))	502610		Order	\$ 5.82	
37 R4 (Oversized Returns)	502610		Order	\$ 11.42	
Subtotal - Transactional Costs					\$ 683.76
A1 Hourly Labor					
77 First Article Inspection	502610			\$ 40.00	
78 Inventory Special Labeling Request	502310			\$ 40.00	
79 Inventory ReClass/Wrong SKU	502610			\$ 40.00	
80 Manual OB Order Entry and Processing	502320	32		\$ 40.00	\$ 1,280.00
81 Manual IB ASN Order Creation	502310			\$ 40.00	
82 No Packing List Avail / IB Audit Required	502610			\$ 40.00	
83 Customer Requested Stock Checks	502530			\$ 40.00	
84 Physical Inventory	502530			\$ 40.00	
Subtotal - Hourly Labor					\$ 1,280.00
Cost Plus Billing					
87 Billable Supplies for The Month	502510		Dollars	6%	
Subtotal - Cost Plus Billing					\$ -
Invoice Total					\$ 87,463.76

↑USD↑

Remit to EFT – Preferred Method
 Routing#: 021000021
 Bank Account#: 199283836
 xposc-receivables@gxo.com

Remittance Address
 GXO Logistics Supply Chain
 29560 Network Place
 Chicago, IL 60673-1560



INVOICE

GXO Logistics – Supply Chain
4035 Piedmont Pkwy, High Point, NC 27265

Bill To: Thrasio, LLC
Charope Inc
85 West Street
Walpole, MA 02081

Invoice Number: 41075124023
Invoice Date: 3/4/2024
Invoice Period: 02/18/24 - 02/24/24
Pay Terms: Net 30 Days
Due Date: 4/3/2024
PO Number: BPO576

Re: San Bernardino CA

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Fixed Costs					
1 Fixed Storage	502540	1	Week	\$ 85,500.00	\$ 85,500.00
Subtotal - Fixed Costs					\$ 85,500.00
Transactional Costs					
20 I1 (Case Receipt)	502310		Case	\$ 1.75	
21 I2 (Pallet Receipt)	502310		Pallet	\$ 7.00	
22 I3 (Container Receipt)	502310		Container	\$ 714.00	
23 F1 (XS Unit Pick)	502320		Unit	\$ 0.38	
24 F2 (S Unit Pick)	502320		Unit	\$ 0.43	
25 F3 (M Unit Pick)	502320		Unit	\$ 0.51	
26 F4 (ML Unit Pick)	502320		Unit	\$ 0.88	
27 F5 (L Unit Pick)	502320		Unit	\$ 1.14	
28 F6 (XL Unit Pick)	502320		Unit	\$ 1.51	
29 F7 (Oversized Unit Pick)	502320		Unit	\$ 2.53	
30 O1 (Pick & Pack Order)	502320		Order	\$ 2.28	
31 O2 (Shippable Order)	502320		Order	\$ 1.65	
32 P1 (Pallet Pick)	502320		Pallet	\$ 7.00	
33 C1 (Case Pick)	502320	0	Case	\$ 1.48	\$ -
34 R1 (S Returns (For XS & S))	502610		Order	\$ 3.14	
35 R2 (M Returns (For M & ML))	502610		Order	\$ 3.92	
36 R3 (L Returns (For L & XL))	502610		Order	\$ 5.82	
37 R4 (Oversized Returns)	502610		Order	\$ 11.42	
Subtotal - Transactional Costs					\$ -
A1 Hourly Labor					
77 First Article Inspection	502610			\$ 40.00	
78 Inventory Special Labeling Request	502310			\$ 40.00	
79 Inventory ReClass/Wrong SKU	502610			\$ 40.00	
80 Manual OB Order Entry and Processing	502320			\$ 40.00	
81 Manual IB ASN Order Creation	502310			\$ 40.00	
82 No Packing List Avail / IB Audit Required	502610			\$ 40.00	
83 Customer Requested Stock Checks	502530			\$ 40.00	
84 Physical Inventory	502530			\$ 40.00	
Subtotal - Hourly Labor					\$ -
Cost Plus Billing					
87 Billable Supplies for The Month	502510		Dollars	6%	
Subtotal - Cost Plus Billing					\$ -
Invoice Total					\$ 85,500.00

↑USD↑

Remit to EFT – Preferred Method
Routing#: 021000021
Bank Account#: 199283836
xpsc-receivables@gxo.com

Remittance Address
GXO Logistics Supply Chain
29560 Network Place
Chicago, IL 60673-1560



INVOICE

GXO Logistics – Supply Chain
 4035 Piedmont Pkwy, High Point, NC 27265

Page: 1 of 1

Bill To: Thrasio, LLC
 Charope Inc
 85 West Street
 Walpole, MA 02081

Invoice Number: 41075124024
Invoice Date: 3/21/2024
Invoice Period: 02/25/24 - 03/02/24
Pay Terms: Net 30 Days
Due Date: 4/20/2024
PO Number: BPO576

Re: San Bernardino CA

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Fixed Costs					
1 Fixed Storage	502540	1	Week	\$ 85,500.00	\$ 85,500.00
Subtotal - Fixed Costs					\$ 85,500.00
Transactional Costs					
20 I1 (Case Receipt)	502310		Case	\$ 1.75	
21 I2 (Pallet Receipt)	502310		Pallet	\$ 7.00	
22 I3 (Container Receipt)	502310		Container	\$ 714.00	
23 F1 (XS Unit Pick)	502320		Unit	\$ 0.38	
24 F2 (S Unit Pick)	502320		Unit	\$ 0.43	
25 F3 (M Unit Pick)	502320		Unit	\$ 0.51	
26 F4 (ML Unit Pick)	502320		Unit	\$ 0.88	
27 F5 (L Unit Pick)	502320		Unit	\$ 1.14	
28 F6 (XL Unit Pick)	502320		Unit	\$ 1.51	
29 F7 (Oversized Unit Pick)	502320		Unit	\$ 2.53	
30 O1 (Pick & Pack Order)	502320		Order	\$ 2.28	
31 O2 (Shippable Order)	502320		Order	\$ 1.65	
32 P1 (Pallet Pick)	502320		Pallet	\$ 7.00	
33 C1 (Case Pick)	502320	0	Case	\$ 1.48	\$ -
34 R1 (S Returns (For XS & S))	502610		Order	\$ 3.14	
35 R2 (M Returns (For M & ML))	502610		Order	\$ 3.92	
36 R3 (L Returns (For L & XL))	502610		Order	\$ 5.82	
37 R4 (Oversized Returns)	502610		Order	\$ 11.42	
Subtotal - Transactional Costs					\$ -
A1 Hourly Labor					
77 First Article Inspection	502610			\$ 40.00	
78 Inventory Special Labeling Request	502310			\$ 40.00	
79 Inventory ReClass/Wrong SKU	502610			\$ 40.00	
80 Manual OB Order Entry and Processing	502320	8		\$ 40.00	\$ 320.00
81 Manual IB ASN Order Creation	502310			\$ 40.00	
82 No Packing List Avail / IB Audit Required	502610			\$ 40.00	
83 Customer Requested Stock Checks	502530			\$ 40.00	
84 Physical Inventory	502530			\$ 40.00	
Subtotal - Hourly Labor					\$ 320.00
Cost Plus Billing					
87 Billable Supplies for The Month	502510		Dollars	6%	
Subtotal - Cost Plus Billing					\$ -
Invoice Total					\$ 85,820.00

↑USD↑

Remit to EFT – Preferred Method
 Routing#: 021000021
 Bank Account#: 199283836
 xpsc-receivables@gxo.com

Remittance Address
 GXO Logistics Supply Chain
 29560 Network Place
 Chicago, IL 60673-1560



GXO Logistics – Supply Chain
 4035 Piedmont Pkwy, High Point, NC 27265

INVOICE

Page: 1 of 1

Bill To: Thrasio, LLC
 Charope Inc
 85 West Street
 Walpole, MA 02081

Invoice Number: 410583230317
Invoice Date: 3/30/2023
Invoice Period: 01/01/2022 - 03/11/2023
Pay Terms: Net 30 Days
Due Date: 4/29/2023
PO Number: BPO308

Re: Grand Prairie TX

ITEM	GL Code	QTY	UOM	UNIT FEE PEAK	BILLED COST
Transactional Costs					
18 S8 (BULK Storage) - UNUTILIZED	502540	1,260,628	SF-Week	\$ 0.43	\$ 542,070.04
Subtotal - Transactional Costs					\$ 542,070.04
Invoice Total					\$ 542,070.04
					↑USD↑

Remit to EFT – Preferred Method
 Routing#: 021000021
 Bank Account#: 199283836
 xposc-receivables@gxo.com

Remittance Address
 GXO Logistics Supply Chain
 29560 Network Place
 Chicago, IL 60673-1560



GXO Logistics – Supply Chain
 4035 Piedmont Pkwy, High Point, NC 27265

INVOICE

Page: 1 of 1

Bill To: Thrasio, LLC
 Charope Inc
 85 West Street
 Walpole, MA 02081

Invoice Number: 410750230327
Invoice Date: 3/30/2023
Invoice Period: 01/01/2022 - 03/11/2023
Pay Terms: Net 30 Days
Due Date: 4/29/2023
PO Number: BPO308

Re: Mechanicsburg PA

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Transactional Costs					
18 S8 (BULK Storage) - UNUTILIZED	502540	357194	SF-Week	\$ 0.37	\$ 132,161.78
Subtotal - Transactional Costs					\$ 132,161.78
Invoice Total					\$ 132,161.78
					↑USD↑

Remit to EFT – Preferred Method
 Routing#: 021000021
 Bank Account#: 199283836
 xposc-receivables@gxo.com

Remittance Address
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 29560 Network Place
 Chicago, IL 60673-1560



GXO Logistics – Supply Chain
 4035 Piedmont Pkwy, High Point, NC 27265

INVOICE

Page: 1 of 1

Bill To: Thrasio, LLC
 Charope Inc
 85 West Street
 Walpole, MA 02081

Invoice Number: 410751230325
Invoice Date: 3/30/2023
Invoice Period: 01/01/2022 - 03/11/2023
Pay Terms: Net 30 Days
Due Date: 4/29/2023
PO Number: BPO308

Re: San Bernardino CA

ITEM	GL Code	QTY	UOM	UNIT FEE	BILLED COST
Transactional Costs					
18 S8 (BULK Storage) - UNUTILIZED	502540	3548887	SF-Week	\$ 0.56	\$ 1,987,376.72
Subtotal - Transactional Costs					\$ 1,987,376.72
Invoice Total					\$ 1,987,376.72

↑USD↑

Remit to EFT – Preferred Method
 Routing#: 021000021
 Bank Account#: 199283836
 xposc-receivables@gxo.com

Remittance Address
 GXO Logistics Supply Chain
 29560 Network Place
 Chicago, IL 60673-1560

Warehouse Agreement

This Warehouse Agreement (this "**Agreement**") effective as of April 1, 2021 (the "**Effective Date**") is entered into by and between XPO Logistics Supply Chain, Inc., a North Carolina Corporation having an office at 4035 Piedmont Parkway, High Point, NC 27265 ("**Warehouse Operator**") and Thrasio, LLC, a Delaware limited liability company, with its principal place of business at 85 West Street, Walpole, MA 02081 ("**Depositor**", and together with Warehouse Operator, the "**Parties**", and each, a "**Party**").

RECITALS

WHEREAS, Warehouse Operator is in the business of warehousing and storing goods;

WHEREAS, Depositor is in the business of e-commerce; and

WHEREAS, Depositor desires to engage Warehouse Operator to provide warehousing and related services, including to product receipt, storage, pick and pack, and shipment of products, and Warehouse Operator desires to provide such services to Depositor.

AGREEMENT

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

1. Provision of Storage and Related Services.

(a) Warehouse Operator shall provide the warehousing, storage, receipt, handling, delivery, and additional services that are described on the attached Exhibit A (collectively, the "**Services**") for certain goods on behalf of Depositor (the "**Goods**"), which Goods are tendered for storage by Depositor from time to time under this Agreement. Warehouse Operator shall provide the Services only in its facility or facilities identified on Exhibit A (the "**Warehouse**"), and for the fees and costs set forth on Exhibit A.

(b) The terms and conditions of this Agreement (including all Exhibits attached hereto), together with the Specific Terms (defined below) contained in any warehouse receipts issued by Warehouse Operator for the Goods stored under this Agreement, constitute the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(c) Depositor acknowledges that Warehouse Operator will only issue non-negotiable warehouse receipts that will include: (i) the date of issue; (ii) a description of the Goods tendered; and (iii) a warehouse receipt number (the "**Specific Terms**"). The parties acknowledge and agree that, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any warehouse receipt issued to Depositor in connection with the Goods, the terms and conditions of this Agreement shall supersede and control. The parties expressly exclude any of Warehouse Operator's general terms and conditions contained in any warehouse receipt, or other document issued by Warehouse Operator, whether given prior to or after the Effective Date of this Agreement.

2. Receipt of Goods.

(a) Depositor shall ensure that all Goods shipped to the Warehouse for storage are: (i) properly marked and packed for storage and handling; and (ii) accompanied by a manifest, packing list, or similar document from the carrier listing the quantity and types of Goods shipped.

(b) For all Goods shipped to the Warehouse, Depositor shall ensure that the bill of lading or other contract of carriage: (i) identifies Depositor as the named consignee, in care of Warehouse Operator; and (ii) does not identify Warehouse Operator as the consignee.

3. General Obligations of Warehouse Operator. Warehouse Operator shall: (a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws, rules, and regulations applicable to the provision of the Services; (b) comply with Depositor's instructions relating to the Goods; (c) maintain complete and accurate records relating to the provision of the Services; (d) carry out the Services in a timely, accurate, efficient, and professional manner, in accordance with the terms and conditions of this Agreement and best industry standards for similar services; (e) furnish all personnel, materials, equipment, and supplies necessary to perform the Services; and (f) maintain the Warehouse in a good and orderly condition in conformance with best industry standards and all applicable legal standards.

4. Storage and Access.

(a) Warehouse Operator shall protect the stored Goods from damage or loss (including by providing appropriate fire protection) and maintain suitable storage conditions for the Goods, in accordance with applicable laws and regulations and best industry standards. Warehouse Operator shall maintain appropriate levels of security for the stored Goods and the Warehouse in conformance with best industry standards.

(b) Warehouse Operator agrees to allow Depositor or its representatives to have regular access during Warehouse Operator's normal business hours to the Warehouse to take inventory, inspect the facilities and Goods, inspect records and inventories, and assess the Services; provided that any such inspection shall take place upon reasonable advance written notice. Warehouse Operator shall cooperate with Depositor's representatives in conducting any inspections or inventory.

5. Inbound Shipments/Inventory.

(a) Upon receipt of each shipment of Goods for Depositor, Warehouse Operator shall issue to Depositor a written, non-negotiable warehouse receipt. Warehouse Operator shall provide Depositor the following information: (i) purchase order number; (ii) receiving date and time; (iii) plant, facility, or other origin of shipment; and (iv) quantity received. Warehouse Operator shall unload and inspect all Goods delivered to it and confirm that the quantity received matches the quantity shipped, as indicated on the shipping documents. Warehouse Operator shall report any shortages, damages, or other discrepancy of inbound Goods to Depositor promptly after receipt of the Goods.

(b) Warehouse Operator shall record all inbound and outbound shipments of Goods to keep a running inventory of the Goods and shall maintain an accurate count of all Goods in the Warehouse at all times. Warehouse Operator shall make available to Depositor monthly electronic inventory status reports. Such reports shall be broken down by item or model number, or such other designations as reasonably requested from time-to-time by Depositor.

(c) Warehouse Operator will reconcile the results of each such inventory with the records of the movements of the Goods within the applicable inventory period. If the reconciliation shows variances, either positive or negative, Warehouse Operator will provide to Depositor a statement of such variances and the Parties will jointly: (i) investigate such variance; (ii) take any corrective action the Parties agree is necessary; and (iii) agree on the adjustments that need to be made to Warehouse Operator's records, which adjustments Warehouse Operator shall promptly make. If there is a net inventory loss for which Warehouse Operator is liable for under the terms of 10, Warehouse Operator will pay Depositor for such shortage in accordance with the terms of Section 10(g).

6. Release and Transfer of Goods.

(a) If Warehouse Operator is required to pick and pack Goods for shipment, such services shall be described on the attached Exhibit A.

(b) Warehouse Operator shall not move, transfer, or release any Goods from the Warehouse, unless and until Depositor provides Warehouse Operator with written instructions (each, a "**Release Order**") ordering the release of Goods from the Warehouse. Written instructions shall include communication by facsimile, email, or application programming interface (API). Upon receipt of such Release Order, Warehouse Operator shall release the requested Goods to Depositor or its designee within 48 hours after Warehouse Operator's receipt of the Release Order. If Warehouse Operator transfers or releases any Goods without a Release Order, Warehouse Operator agrees to indemnify, defend, and hold Depositor harmless from any costs, liabilities, actions, or expenses of any kind associated with such unauthorized release.

(c) Inbound and outbound shipments will be arranged based on Depositor's reasonable instructions in coordination with the applicable carrier. Depositor shall be responsible for shipping and handling charges assessed by carriers in connection with the delivery or shipment of the Goods, unless otherwise agreed by the Parties.

(d) If Warehouse Operator does not comply with Depositor's shipping instructions, then, subject to the limitations set forth in Section 10(e), below, Warehouse Operator will reimburse Depositor for: (i) any incremental shipping costs which Depositor incurs on account of such non-compliance; and (ii) any chargeback which Depositor is assessed by its customer on account of such non-compliance. Depositor shall provide Warehouse Operator with documentation supporting any request for non-compliance reimbursement under this Section 6(d) within 60 days of when the Goods were released from the Warehouse.

(e) Warehouse Operator shall not transfer any Goods in storage from the Warehouse to any other storage facilities owned or leased by Warehouse Operator, without Depositor's prior written consent.

7. Title to Goods.

(a) Title and exclusive ownership to the Goods shall remain with Depositor at all times, including while in the possession of Warehouse Operator. Warehouse Operator shall not: (a) dispose of or transfer the Goods in any way not permitted by this Agreement; (b) claim any rights of ownership in the Goods or represent itself to any third party as being the owner of the Goods; or (c) offer the Goods as a security to a third party under any circumstances, or otherwise permit any security interest, lien, or other encumbrance ("**Lien**") to be placed on the Goods while in Warehouse Operator's possession, custody, or control.

(b) Notwithstanding the above, Warehouse Operator shall have a general lien against Depositor on any and all Goods deposited with Warehouse Operator, and on the proceeds from the sale thereof for all charges provided herein, including storage charges, claims for money advanced, interest, insurance, transportation, labor, dunnage, wrapping, weighing, cooperating, and all other charges and expenses in relation to such Goods, for all expenses necessary for preservation or removal of the Goods, all reasonable charges and expenses for notice and advertisement of sale and sale of the Goods where default has been made, and for all costs including court costs and reasonable attorney's fees in collecting charges or enforcing this lien, or defending itself in the event Depositor is made a party to any litigation concerning the Goods stored thereunder, or in filing any action in interpleader for the determination of ownership of the Goods deposited with Depositor.

8. Fees for Services.

(a) Depositor shall pay the storage and handling charges and other service fees at the rates set forth on the attached Exhibit A. Depositor shall not be liable for any charges or fees which are not specified in Exhibit A without its prior written consent. No increase in the charges and fees is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Depositor. All charges for storage are per package, or other unit specified on the attached Exhibit A, per week.

(b) Handling charges cover the labor, materials, and equipment involved in receiving Goods at the Warehouse, inspecting inbound Goods, unloading inbound Goods, placing Goods in storage, maintaining a running inventory of Goods, and picking and packing Goods for outbound shipments. Additional charges apply to the specified additional services set forth on Exhibit A at the rates set forth on the attached Exhibit A and will be billed as such services are performed.

(c) All charges are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Depositor. Depositor shall be responsible for all such charges, costs, and taxes; provided, that Depositor shall not be responsible for any taxes imposed on, or with respect to, Warehouse Operator's income, revenues, gross receipts, personnel, or real or personal property.

9. Payment Terms. Payment is due at the time Services are rendered. Warehouse Operator may, however, extend credit privileges. The invoice date begins the credit term cycle, and payment is due within thirty (30) days of invoice date. Depositor agrees that remaining current on all payables is a condition to the extension of credit and pricing. Failure to comply with

payment terms may result in denial of credit or removal of applicable pricing in Warehouse Operator's sole discretion. Any payment which is past due shall be subject to an additional charge at the rate of one (1%) percent per month of the outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. Portions of any month shall be prorated.

10. Liability.

(a) Warehouse Operator shall not be liable for any loss or damage to the Goods tendered, stored, or handled, however caused, while in Warehouse Operator's possession, custody, or control, except for loss or damage to such Goods caused by or arising solely from the failure by Warehouse Operator, its agents or employees, to exercise such care in regard to them as a reasonably careful person would exercise under like circumstances.

(b) Warehouse Operator shall only be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods while in Warehouse Operator's possession, custody, or control if such loss was caused by or arose solely from the failure by Warehouse Operator, its agents or employees, to exercise such care in regard to them as a reasonably careful person would exercise under like circumstances.

(c) If Warehouse Operator misships any Goods, it shall pay any loss or damages resulting from its misshipment of Goods, including without limitation reasonable transportation charges to return any misshipped Goods to the Warehouse and reshipe the Goods to the correct destination.

(d) Warehouse Operator shall promptly provide written notice to Depositor of any loss or damage to part or all of the Goods while in its possession, custody, or control, howsoever caused, and such notice shall include a reasonable description of the loss or damage.

(e) In the event of any loss or damage to the Goods for which Warehouse Operator is responsible under this Agreement, Warehouse Operator's liability for damages shall be limited to the actual cost to Depositor of replacing or reproducing the lost, damaged and/or Goods. Warehouse Operator's maximum liability under this Agreement is One Million US Dollars (US \$1,000,000) per occurrence and Ten Million US Dollars (US \$10,000,000) in the annual aggregate. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SALES AND LOST OPPORTUNITY COSTS) OR OTHER EXTRAORDINARY DAMAGES OF ANY KIND RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROHIBITION ON THE FOREGOING TYPES OF DAMAGES SHALL APPLY WHETHER THE DAMAGES ARE CHARACTERIZED AS "CONTRACT DAMAGES," "TORT DAMAGES" OR OTHERWISE.**

Subject to the limitations on Warehouse Operator's liability contained in this Section 10, in the case of any net shortage variance or loss or damage for which Warehouse Operator is liable, Warehouse Operator shall be entitled to a shrinkage and damage allowance equal to 1/4 of 1% of the annual total volume of goods tendered hereunder throughout the term of this Agreement.

Shrinkage is the difference between recorded inventory on Warehouse Operator's Web portal (status: "received and put away") and actual physical inventory in the Warehouse. Shrinkage does not include product never received by the Warehouse Service Provider, product spoiled in transit, product with expired shelf life, or product lost or damaged due to a Force Majeure Event. Warehouse Service Provider will report actual physical inventory on the Warehouse Operator's Website when performing Cycle Counts, or when a discrepancy is noticed during outbound picking. Cycle counts will be performed once every 3 months for every SKU, on a rolling basis. Warehouse Operator will calculate shrinkage bi-annually and give Depositor a refund on the invoice for any shrinkage in excess of this allowance. Shrinkage = (loss during previous 6-month period) divided by (volume of inbound and outbound goods during previous 6 month period).

Indemnity. Each Party (the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, the "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including undercharges, rail demurrage, truck/intermodal detention, or related charges and reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party, arising out of or resulting from any claim of a third party arising out of or occurring in connection with Indemnifying Party's (a) willful misconduct or negligent acts and omissions related to the Services, (b) breach of any terms of this Agreement, and (c) violation of applicable laws or regulations (each a "**Warehouse Claim**"). The Indemnifying Party shall not enter into any settlement of a Warehouse Claim without the Indemnified Party's prior written consent.

11. Insurance.

(a) During the term of this Agreement and for a period of 60 days thereafter, Warehouse Operator shall, at its own expense, maintain and carry the following insurance in full force and effect with financially sound and reputable insurers: (i) warehouse operator's legal liability insurance in an amount of not less than \$2,000,000 per occurrence for the loss of or damage to the warehoused Goods, with loss payable to Depositor; (ii) commercial general liability insurance in an amount of not less than \$2,000,000 per occurrence for third-party bodily injury or property damage; and (iii) worker's compensation insurance as required by applicable laws with statutory limits.

(b) Upon Depositor's request, Warehouse Operator shall provide Depositor with a certificate of insurance from Warehouse Operator's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Depositor as an additional insured with respect to Warehouse Operator's commercial general liability policy. Warehouse Operator shall provide Depositor with 30 days' advance written notice in the event of a cancellation or material change in Warehouse Operator's insurance policy.

12. Representations and Warranties. Warehouse Operator represents and warrants that it: (a) shall perform the Services: (i) in compliance with all applicable laws, ordinances, rules, regulations, rules, or other requirements of any federal, state, local, or other governmental authorities; (ii) using personnel of required skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with best industry standards for

similar services; and (b) shall devote adequate resources to meet its obligations under this Agreement as efficiently as possible.

Depositor represents and warrants that Depositor has the lawful possession of, and legal right and authority to store the Goods deposited with Warehouse Operator. Depositor further represents and warrants that all Goods deposited with Warehouse Operator comply with the law in all respects; it being the express understanding of Depositor that it shall not deposit with Warehouse Operator any hazardous or dangerous Goods (i.e. explosives, firearms, highly flammable or incendiary objects, etc.).

13. Term and Termination.

(a) This Agreement shall commence as of the Effective Date and, unless sooner terminated pursuant to this 13, shall continue for a period of one (1) year, and shall automatically renew for additional one (1) year terms thereafter, unless either Party provides the other with sixty (60) days' advance written notice of its intent not to renew.

(b) In addition to any remedies that may be provided under this Agreement, either party may terminate this Agreement with immediate effect upon written notice to the other Party, if: (i) the other Party materially breaches any provision of this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within 10 days after the breaching Party's receipt of written notice of such breach; or (ii) the other Party becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

(c) This Agreement may be canceled by either Party upon sixty (60) days' prior written notice with or without any cause or reason being given or required.

(d) If this Agreement is terminated for any reason, Warehouse Operator shall promptly pack and prepare for shipment all of Depositor's Goods in the Warehouse as instructed by Depositor at least 15 days before the effective date of termination, and Depositor shall promptly arrange for the removal of its Goods from the Warehouse. Warehouse Operator shall cooperate fully with Depositor's removal of the Goods from the Warehouse. Depositor shall pay Warehouse Operator for Services provided prior to the effective date of termination in accordance with the terms of 9 of this Agreement.

14. Confidentiality. All non-public, confidential or proprietary information ("**Confidential Information**"), including, but not limited to, specifications, samples, documents, data, business operations, vendor or customer information, pricing, discounts, or rebates, disclosed by one Party (hereafter, the "**Disclosing Party**") to the other (hereafter the "**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the Receiving Party's use in performing this Agreement and may not be disclosed or copied unless authorized by the Disclosing Party in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Agreement; (b) is obtained by the Receiving Party on a non-

confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (d) the Receiving Party establishes by documentary evidence, was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder. Upon the Disclosing Party's request, the Receiving Party shall promptly return all documents and other materials received from the Disclosing Party. The Disclosing Party shall be entitled to injunctive relief for any violation of this 15.

15. Waiver. No waiver by either Party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other similar events beyond the control of the Impacted Party.

The Impacted Party shall give notice within [2] days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of [7] days following written notice given by it under this 17, either Party may thereafter terminate this Agreement upon [30] days' written notice.

17. Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these terms.

18. Choice of Law and Forum. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

19. Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including exhibits and other attachments to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits and other attachments to this Agreement, and the transactions contemplated hereby.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Sections 3 and Sections 10 through 29 of this Agreement, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this 22.

Notice to Warehouse Operator: 4035 Piedmont Parkway, High Point, NC
27265

Attention: General Counsel

Notice to Depositor: 85 West Street, Walpole, MA 02081

Attention: Supply Chain

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any specific situation or jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other situation or jurisdiction.

23. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

25. Assignment. Warehouse Operator shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Depositor. Any purported assignment or delegation in violation of this 26 shall be null and void. No assignment or delegation shall relieve Warehouse Operator of any of its obligations hereunder.

Depositor may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Warehouse Operator's prior written consent.

26. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

27. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

28. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business trust, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

29. Trade Compliance. Warehouse Operator shall not act as the real party in interest, the Exporter of Record, the Importer of Record, or Depositor's Authorized Agent under 15 CFR Part 30, nor shall Warehouse Operator provide any customs brokerage import or export services, in relation to the import or export of Depositor Goods. Any Services with regard to inbound or outbound shipments of Depositor's Goods will be performed using license, product, classification and other information provided by Depositor, and Depositor agrees that (i) it shall be solely responsible for the accuracy and completeness of such information, and (ii) Warehouse Operator is entitled to rely on such information in performing the Services. Without limiting the foregoing, Depositor is responsible for: (1) providing accurate and complete shipping and Goods information to Warehouse Operator, including product export classifications and export licensing requirements; (2) determining the export licensing requirements for all shipments and for obtaining any and all necessary export authorizations prior to shipment; and (3) performing all screenings required by law, including screening all consignees prior to making any shipments, and Depositor will not request shipments to countries or individuals subject to restriction under the trade laws and regulations of the European Union, the United States, or any other national government with jurisdiction over the shipments.

30. Intellectual Property. The Services provided to Depositor may include software, patent rights, trademarks, copyrights, trade secrets, Confidential Information, know-how, methodologies, tools and systems (collectively, "Intellectual Property") of Warehouse Operator or licensed by Warehouse Operator from third party licensors ("Third Party Licensors"). Warehouse Operator and its Third Party Licensors have and shall retain exclusive ownership of, and rights to, all Intellectual Property, including derivatives thereof developed by Warehouse Operator or its Third Party Licensors which may be used in the Services to be performed hereunder. Any Customer requested enhancements above the level of Services required by this Agreement will be billed directly to Depositor after both parties have agreed to system specifications and the cost thereof. No license under any Intellectual Property of Warehouse Operator or its Third Party Licensors is granted to Depositor or implied under this Agreement. Depositor shall not seek a patent or other intellectual property rights based on or derived from the Intellectual Property of Warehouse Operator or its Third Party Licensors, nor shall Depositor

reverse engineer, disassemble or decompile any Intellectual Property or other tangible objects of Warehouse Operator or its Third Party Licensors provided hereunder.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

XPO Logistics Supply Chain, Inc.

By Ashfaq Chowdhury

Name: Ashfaq Chowdhury

Title: President

Date: 4/8/2021

Thrasio, LLC

By Mounir Ouhadi

Name: Mounir Ouhadi

Title: Chief Supply Chain officer

Date: 04/01/2021

EXHIBIT A**PRICING, SERVICES, LOCATIONS**

The following tables provide the fulfillment pricing options for Thrasio out of three XPO Direct facilities:

XPO Direct Rate Card				
Fee	UOM	Seattle, WA	Atlanta, GA	Stockton, CA
Storage				
S1 (Bin Storage for XS)	Location-Week	\$ 0.31	\$ 0.21	\$ 0.27
S2 (Bin Storage for S)	Location-Week	\$ 0.62	\$ 0.42	\$ 0.54
S3 (Bin Storage for M)	Location-Week	\$ 1.03	\$ 0.71	\$ 0.90
S4 (Bin Storage for ML)	Location-Week	\$ 1.13	\$ 0.78	\$ 0.99
S5 (Bin Storage for L)	Location-Week	\$ 1.95	\$ 1.35	\$ 1.71
S6 (Bin Storage for XL)	Location-Week	\$ 3.90	\$ 2.69	\$ 3.42
S7 (Pallet Storage)	Pallet-Week	\$ 3.90	\$ 2.69	\$ 3.42
S8 (Bulk Storage)	SF-Week	\$ 0.51	\$ 0.35	\$ 0.45
Inbound				
I1 (Case Receipt)	Case	\$ 1.48	\$ 1.30	\$ 1.38
I2 (Pallet Receipt)	Pallet	\$ 6.73	\$ 5.89	\$ 6.28
I3 (Container Receipt)	Container	\$ 625.00	\$ 600.00	\$ 625.00
Fulfillment				
F1 (XS Unit Pick)	Unit	\$ 0.34	\$ 0.30	\$ 0.32
F2 (S Unit Pick)	Unit	\$ 0.39	\$ 0.34	\$ 0.36
F3 (M Unit Pick)	Unit	\$ 0.46	\$ 0.40	\$ 0.43
F4 (ML Unit Pick)	Unit	\$ 0.80	\$ 0.70	\$ 0.74
F5 (L Unit Pick)	Unit	\$ 1.03	\$ 0.90	\$ 0.96
F6 (XL Unit Pick)	Unit	\$ 1.37	\$ 1.20	\$ 1.28
O1 (Pick & Pack Order)	Order	\$ 2.05	\$ 1.80	\$ 1.92
O2 (Shippable Order)	Order	\$ 1.48	\$ 1.30	\$ 1.38
Returns				
R1 (S Returns (For XS & S))	Order	\$ 3.08	\$ 2.69	\$ 2.87
R2 (M Returns (For M & ML))	Order	\$ 3.88	\$ 3.39	\$ 3.62
R3 (L Returns (For L & XL))	Order	\$ 5.36	\$ 4.69	\$ 5.00
Retail				
P1 (Pallet Pick)	Pallet	\$ 6.73	\$ 5.89	\$ 6.28
C1 (Case Pick)	Case	\$ 1.25	\$ 1.10	\$ 1.17

XPO Direct Accessorial Fees	UOM	Seattle, WA	Atlanta, GA	Stockton, CA
A1 (Hourly Labor)	Hour	\$ 33.63	\$ 29.43	\$ 31.39
A2 (Overboxing - ML)	Overbox	\$ 1.25	\$ 1.10	\$ 1.17
A3 (Overboxing - L)	Overbox	\$ 1.71	\$ 1.50	\$ 1.60
A4 (Overboxing - XL)	Overbox	\$ 2.28	\$ 2.00	\$ 2.13
A5 (Carton Overpack (For XS, S, M))	Overpack	\$ 1.03	\$ 0.90	\$ 0.96
A6 (Bubble Wrapping)	Unit	\$ 0.91	\$ 0.80	\$ 0.85
A7 (Bagging)	Unit	\$ 0.46	\$ 0.40	\$ 0.43
A8 (Labelling)	Label	\$ 0.34	\$ 0.30	\$ 0.32
A9 (Insert)	Insert	\$ 0.34	\$ 0.30	\$ 0.32
A10 (Discrepant Receipt)	Case	\$ 2.74	\$ 2.39	\$ 2.55
A11 (Order Cancellation)	Order	\$ 3.99	\$ 3.49	\$ 3.72
A12 (Mixed Case Receipt)	Case	\$ 3.31	\$ 2.89	\$ 3.09
A13 (Each Labelling)	Each	\$ 0.34	\$ 0.30	\$ 0.32
A14 (Serialization)	Case	\$ 0.23	\$ 0.20	\$ 0.21

20' containers will be charged half of the I3 (Container Receipt) rate.

Storage

S1 / S2 / S3 / S4 / S5 / S6 (Bin/Shelf Storage Fees) – These fees will be applied on a weekly basis to the peak number of bin/racking shelf locations used during the week. It includes facility and other operating overhead expenses and amortized investments

S7 (Pallet Storage Fee) – This fee will be applied on a weekly basis to the peak number of pallets in reserve storage measured during the week. It includes facility and other operating overhead expenses and amortized investments

S8 (Bulk Storage Fee) – This fee will be applied on a weekly basis to the peak area, in square feet, used during the week to store inventory. It includes facility and other operating overhead expenses and amortized investments

Inbound

I1 (Case Receipt Fee) – This fee will be applied to every case received on a mixed-SKU pallet at the facility. It includes unloading the inbound pallet, performing a visual overage, shortage, and damage (OS&D) inspection of the inbound product, sorting the cases by SKU, performing the receipt transaction in the warehouse management system, sending electronic receipt confirmation, and putting the product away into storage

I2 (Pallet Receipt Fee) – This fee will be applied to each single-SKU pallet received at the facility. It includes unloading the inbound trailer, performing a visual overage, shortage, and damage (OS&D) inspection of the inbound product, performing the receipt transaction in the warehouse management system, sending electronic receipt confirmation and putting the pallet away into storage

I3 (Container Receipt Fee) – This fee will be applied to every floor-loaded container received at the facility. It includes unloading the inbound container, performing a visual overage, shortage, and damage (OS&D) inspection, sorting the cases by SKU, palletizing, performing the receipt transaction in the warehouse management system, sending electronic receipt confirmation, and putting the pallet away into storage

Fulfillment

F1 / F2 F3 / F4 / F5 / F6 (Unit Fulfillment Fees) – These fees will be applied to each unit picked. It includes receiving an order electronically and picking the requested items from storage

O1 (Pick and Pack Order Fee) – This fee will be applied to each order that will be shipped in an envelope. It includes verifying and manifesting the outbound order, placing the order in an envelope, applying a shipping label, performing the shipment transaction in the warehouse management system, sending electronic shipment confirmation, and loading the outbound truck

O2 (Shippable Order Fee) – This fee will be applied to each order that does not require overboxing. It includes receiving an order electronically, verifying and manifesting the outbound order, applying a shipping label, performing the shipment transaction in the warehouse management system, sending electronic shipment confirmation, and loading the outbound truck

Returns

R1 / R2 / R3 (Returns Fees) – This fee will be applied to each return order received at the facility. It includes unloading the inbound trailer, inspecting the items, checking in and sorting the inspected items, performing the NCI transaction in the warehouse management system, and putting the items away into storage

Retail

P1 (Pallet Pick Fee) – This fee will be applied to each single-SKU pallet picked and shipped from the facility. It includes receiving an order electronically, picking the requested product from storage, verifying and manifesting the outbound order, performing the shipment transaction in the warehouse management system, sending an electronic confirmation, and loading the outbound trailer

C1 (Case Pick Fee) – This fee will be applied to each single-SKU case picked and shipped from the facility. It includes receiving an order electronically, picking the requested product from storage, palletizing, stretch wrapping the outbound cases (for LTL shipments only), verifying and manifesting the outbound order, performing the shipment

transaction in the warehouse management system, sending an electronic confirmation, and loading the outbound trailer

Accessorial Fees

- A1 (Labor Fee)** – This hourly rate will be applied to the total number of hours spent at Customer's request performing activities not otherwise covered by the other fees
- A2 / A3 / A4 (Overbox Fee)** – This fee will be applied to every ML / L / XL unit that needs to be overpacked in a carton before being shipped
- A5 (Carton Overpack Fee)** – This fee will be applied to every XS / S / M unit that cannot be shipped in a padded envelope and needs to be overpacked in a carton before being shipped
- A6 (Bubble Wrap Fee)** – This fee will be applied to every unit that needs to be packaged in bubble wrap before being packed and shipped. For example, fragile items
- A7 (Bag Fee)** – This fee will be applied to every unit that needs to be packaged in a bag before being packed and shipped. For example, spillable items
- A8 (Labeling Fee)** – This fee will be applied to each extra label (other than standard shipping label) that must be applied to the unit or the overbox before being shipped
- A9 (Insert Fee)** – This fee will be applied to each insert that is placed with an outbound order. For example, coupons, pamphlets, etc.
- A10 (Discrepant Receipt Fee)** – This fee will be applied to every case received in the facility that either does not have a label and/or for which ASN or other required information has either not been provided or is incorrect
- A11 (Order Cancellation Fee)** – This fee will be applied to every order that is cancelled after it has been released in the system to be picked
- A12 (Mixed Carton Receiving Fee)** – This fee will be applied to every multi-SKU case received, processed, sorted, and put away to storage in the facility
- A13 (Each Labeling Fee)** – This fee will be applied to every each received in the facility that has to be labelled before being putaway
- A14 (Serialization Fee)** – This fee will be applied to every case that has to go through an additional scan to capture the serial number on the inbound

Retail Compliance

All retail compliance activities will be handled on an hourly labor rate (A1) basis and detailed requirements will need to be defined prior to the first inbound receipt. If desired, once XPO has been performing these activities for Customer for at least 90 days, XPO will work with customer to convert retail compliance activities to a transactional rate.

No IT or operational costs for integrations to retailers and carriers, custom label generation, or carrier routing have been contemplated in this proposal.

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Peak premium fees will apply during Q4 due to heightened labor costs during the holiday season. XPO will work with Thrasio in good faith to align on the planned peak premium by September 1st of each year. Peak premiums will apply to all fee categories except Storage.

Extended Storage Premium

Storage fees for locations with static inventory stored for a period of longer than *twelve* months will be charged twice the standard storage fee.

Packaging Fees

The below fees will be charged for the number of each type of packaging consumed.

Packaging Type	Price EA
Envelope - 6" x 10"	\$ 0.15
Envelope - 8.5" x 12"	\$ 0.22
Envelope - 10.5" x 16"	\$ 0.37
Envelope - 14.5" x 20"	\$ 0.68
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After each 12-month service period, the fees will be adjusted by a percentage equal to the change in the Bureau of Labor Statistics Employment Cost Index (Series ID CIU201000000000A (B) Not Seasonally Adjusted, Total Compensation, Private Industry, 12-Month Percentage Change, All Workers) as reported for the preceding 12 months

XPO provides regular wage increases to account for overall cost-of-living trends and changes in labor market conditions. If the planned increases exceed the changes in the index noted above, labor-related fees will instead be adjusted by a percentage equal to the forecasted change in average wages for the coming year

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Pricing Adjustments

A material change in the volumes, account characteristics, operating assumptions, processes, local market labor conditions, parameters, or profiles may require an adjustment to the pricing. XPO reserves the right to amend the pricing, at our sole discretion, by letter or e-mail notification, at any time upon 30 days' notice.

Work Order Process

The service provided by XPO can be expanded beyond the baseline scope. Changes in scope will be handled via the "Work Order" process. Work Orders are considered an addendum to the base contract as a task order for a specific activity that provides XPO and our Customer with an understanding of the nature of the work, the target delivery date, and the cost of the effort. With Customer approval, work will commence.

Key Operational Assumptions

Inbound Method	100% Floor loaded containers
Max SKUs On-Hand	805
Annual Inventory Turns	6
Outbound Method	20% DTC and 80% B2B (FBA or other 3PL) shipments
Returns	Average of 4% of total outbound units received as returns

Unit Size Split:

Unit Type	Unit Size (Cubic Feet)	Percentage
X-Small	0-0.02	57.7%
Small	0.02-0.2	24.8%
Medium	0.2-0.5	0.0%
Medium/Large	0.5-1.0	2.9%
Large	1.0-2.0	10.9%
X-Large	2.0-4.0	3.6%

Inbound:

Inbound Parameters	X-Small	Small	Med./Large	Large	X-Large
Average Cases per Pallet	143	66	31	25	12
Average Eaches per Case	40	8	2	1.5	1
Average Cases per 40' Container	6,866	3,160	1,483	1,192	593

Outbound:

Outbound Retail	Pallets	Cases	Eaches
Split	0%	90%	10%
Pallets per Line	-	-	-
Cases per Order	-	10	-
Cases per Line	-	5	-
Eaches per Order	-	-	5
Eaches per Line	-	-	5
Shipped as LTL	-	100%	100%
Shipped as Parcel	-	0%	0%

Outbound D2C	Eaches
Eaches per Line	1
Eaches per Order	1
Shipped as Parcel	100%

Standard Operational Assumptions

Inbound

All inbound pallets and cases will have RF-readable barcodes

Inbound pallet dimensions are 48" x 40" x 48"

No more than 1% of inbound receipts are discrepant and will require additional NCI processing

Storage and Inventory

Every SKU will be stored at a unique location

Maximum weight of products falling under X-Small, Small, and Medium categories is 5 lbs.

Maximum weight of products falling under Med/Large, Large, and X-Large categories is 40 lbs.

XPO expects to receive an item master that will outline the dimensions, weights, and packaging and shipping requirements for each SKU that will be handled in this operation

Outbound

All outbound overpacks will be standard RSC cases

Only one shipping label will be applied per outbound overbox

No additional quality checks other than visual OS&D will be needed on the outbound products

General

Facility will operate at ambient temperature and no special equipment for temperature and humidity control is required

Facility will operate on a six-day basis, excluding XPO holidays

Intrusion and fire monitoring will be provided 24 hours/day, 365 days/year, including CCTV coverage

For storage and handling activity, XPO expects a minimum of 90% of the forecasted volumes

No goods classified as hazmat will be handled in this operation

Pricing for operation of a bonded warehouse is not included

International shipping is not in scope

XPO will receive ASN with all serial info tied to case/pallet label. Scanning the parent label system will automatically associate it with child serials

■ IT Assumptions

Warehouse Management System

XPO operates a WMS to perform the services outlined in this proposal

Small parcel integration will take place between XPO and three small parcel carriers (FedEx, UPS, and the USPS)

The WMS will be available during the hours of operation of the facility with the exception of emergency maintenance periods

XPO will work with Customer to determine regularly scheduled maintenance windows

Outbound labeling and document requirements will follow the standard XPO format

Filing of export documentation and acting as a freight forwarder is not in scope for XPO

System Integration

Customer will integrate to XPO Direct's standard APIs

Electronic system interfaces between XPO and Customer's applications will be available 24 hours per day, seven days a week, with the exception of maintenance scheduled with an authorized Customer employee

Any additional integration requirements will follow the work order process

Order Management Portal

Customer will have access to BAx and OMx, XPO Direct's order management and reporting platforms, to provide visibility and reporting of operations within the warehouse network

XPO will provide user access for up to five Customer-named users

XPO will provide each user with a user ID and password upon receipt of appropriate authorization. Customer will assign a designated representative for the approval authorization requirement

Users shall comply with XPO's Acceptable Use Policy (AUP)

BAx and OMx will be available seven days a week, 24 hours a day, and any required maintenance will be scheduled during the following time periods and will be communicated to Customer in advance:

Monday through Saturday 2:00 a.m. through 6:00 a.m. (Eastern)

Saturday 10:00 p.m. through Sunday 10:00 a.m. (Eastern)

XPO may perform disruptive maintenance on a quarterly and annual basis in a maintenance window in excess of the nightly or weekly maintenance window. The maintenance will be scheduled in advance with an authorized Customer representative

Emergency maintenance occurring outside of these windows will be scheduled with an authorized Customer representative

Disaster Recovery and Security

The following disaster recovery designs and procedures are included:

Primary and secondary circuits at the facility

Redundant Array of Independent Disk (RAID) technology for disk storage

Regular data backups

Uninterruptible power supply and natural/diesel gas generator to protect the data center

Retain online in the WMS database three calendar months of data in addition to the current calendar month

Retain archived data on magnetic or optical media for a period of seven years beyond the date it is archived from the active database

XPO has highly redundant systems and detailed Disaster Recovery (DR) plans and procedures. Failover and DR testing is not included in the proposed IT solution, but is available as an optionally priced component that can be incorporated in the IT Service Level Agreement (SLA)

All XPO systems supporting Customer will be secured through user access controls and role-based security per XPO's IT security policies and procedures

FIRST AMENDMENT TO WAREHOUSE AGREEMENT

This First Amendment to the WAREHOUSE AGREEMENT (“First Amendment”), effective as of May 24, 2021 (“Effective Date”), is made and entered into by and between THRASIO, LLC (“Thrasio”) and XPO LOGISTICS SUPPLY CHAIN, INC. (“XPO”). XPO and Thrasio may hereinafter be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Thrasio and XPO entered into that certain Warehouse Agreement dated April 1, 2021 (hereafter, the “Agreement”);

WHEREAS, pursuant to the Agreement, XPO currently provides warehousing, distribution and other logistical services to Thrasio at XPO facilities located in Atlanta, GA (the “Atlanta Facility”); Seattle, WA (the “Seattle Facility”); and in Stockton, CA (the “Stockton Facility”);

WHEREAS, Thrasio desires to utilize four additional XPO facilities located in Orlando, FL (the “Orlando Facility”); Harrisburg, PA (the “Harrisburg Facility”); San Bernardino, CA (the “San Bernardino Facility”); and Dallas, TX (the “Dallas Facility”) where XPO shall provide additional warehousing, distribution, and other logistical services for Thrasio pursuant to the terms of the Agreement;

WHEREAS, the Parties desire to enter into this First Amendment in order to (i) extend the application of the Agreement to the Orlando, Harrisburg, San Bernardino, and Dallas Facilities; (ii) set forth the pricing and rates applicable to the services at the above-listed facilities; and (iii) further modify the Agreement only as set forth in this First Amendment.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, the Parties agree to the following revisions to the Agreement, to become effective on the Effective Date:

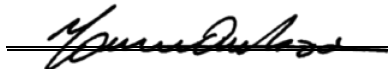
1. **Definitions**. All capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Agreement.
2. **New Exhibit A-1 (Pricing, Services, Locations)**. Exhibit A-1 (Pricing, Services, Locations) which is attached hereto, details the pricing, services, and assumptions applicable to the Orlando, Harrisburg, San Bernardino, and Dallas Facilities and is hereby attached and incorporated into the Agreement by reference. For the avoidance of doubt, Exhibit A-1 is intended to supplement, and not replace, the Agreement’s existing Exhibit A which is applicable to the Atlanta, Seattle, and Stockton Facilities.
3. **Term of Exhibit A-1**. Notwithstanding anything in the Agreement to the contrary, Exhibit A-1 shall be effective as of the Effective Date set forth above and shall continue for a period of one (1) year, and shall automatically renew for additional one (1) year terms thereafter,

unless either Party provides the other with sixty (60) days' advance written notice of its intent not to renew. In the event that Exhibit A-1 remains in effect as of the termination or expiration of the Agreement, then the Agreement will continue in effect solely for the term of, and for the purposes of, Exhibit A-1. Either Party may terminate Exhibit A-1 in accordance with Section 13 of the Agreement, subject to any additional obligations contained in the Agreement or Exhibit A-1.

- 4. **Terms of First Amendment to Govern.** Except for those changes set forth in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall prevail and govern.
- 5. **Counterparts.** This First Amendment may be executed in one or more counterparts and delivered to each of the Parties by electronic mail delivery. Executed documents transmitted by electronic means are considered original documents and are deemed as enforceable as the original document. Each such counterpart is deemed an original instrument, and all counterparts taken together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Warehouse Agreement to be executed by their respective duly authorized officers.

THRASIO, LLC



Signature

Mounir Ouhadi, Chief Supply Chain officer
Title

05.03.2021
Date:

XPO LOGISTICS SUPPLY CHAIN, INC.

DocuSigned by:


CD8CC30437E94DC...
Signature

President
Title

5/21/2021
Date:

Exhibit A-1

PRICING, SERVICES, LOCATIONS

The following tables provide the fulfillment pricing options and terms for Thrasio out of four XPO Direct facilities:

XPO Direct Rate Card					
Fee	UOM	Orlando, FL	Harrisburg, PA	San Bernardino, CA	Dallas, TX
Storage					
S1 (Bin Storage for XS)	Location-Week	\$ 0.28	\$ 0.21	\$ 0.32	\$ 0.25
S2 (Bin Storage for S)	Location-Week	\$ 0.55	\$ 0.42	\$ 0.63	\$ 0.50
S3 (Bin Storage for M)	Location-Week	\$ 0.92	\$ 0.70	\$ 1.05	\$ 0.83
S4 (Bin Storage for ML)	Location-Week	\$ 1.02	\$ 0.77	\$ 1.16	\$ 0.91
S5 (Bin Storage for L)	Location-Week	\$ 1.76	\$ 1.32	\$ 2.00	\$ 1.57
S6 (Bin Storage for XL)	Location-Week	\$ 3.51	\$ 2.64	\$ 3.99	\$ 3.14
S7 (Pallet Storage)	Pallet-Week	\$ 3.51	\$ 2.64	\$ 3.99	\$ 3.14
S8 (Bulk Storage)	SF-Week	\$ 0.46	\$ 0.35	\$ 0.53	\$ 0.41
Inbound					
I1 (Case Receipt)	Case	\$ 1.28	\$ 1.30	\$ 1.46	\$ 1.30
I2 (Pallet Receipt)	Pallet	\$ 5.83	\$ 5.89	\$ 6.61	\$ 5.89
I3 (Container Receipt)	Container	\$ 625.00	\$ 625.00	\$ 650.00	\$ 625.00
Fulfillment					
F1 (XS Unit Pick)	Unit	\$ 0.30	\$ 0.30	\$ 0.34	\$ 0.30
F2 (S Unit Pick)	Unit	\$ 0.34	\$ 0.34	\$ 0.38	\$ 0.34
F3 (M Unit Pick)	Unit	\$ 0.40	\$ 0.40	\$ 0.45	\$ 0.40
F4 (ML Unit Pick)	Unit	\$ 0.69	\$ 0.70	\$ 0.78	\$ 0.70
F5 (L Unit Pick)	Unit	\$ 0.89	\$ 0.90	\$ 1.01	\$ 0.90
F6 (XL Unit Pick)	Unit	\$ 1.19	\$ 1.20	\$ 1.34	\$ 1.20
O1 (Pick & Pack Order)	Order	\$ 1.78	\$ 1.80	\$ 2.02	\$ 1.80
O2 (Shippable Order)	Order	\$ 1.28	\$ 1.30	\$ 1.46	\$ 1.30
Returns					
R1 (S Returns (For XS & S))	Order	\$ 2.67	\$ 2.69	\$ 3.02	\$ 2.69
R2 (M Returns (For M & ML))	Order	\$ 3.36	\$ 3.39	\$ 3.81	\$ 3.39
R3 (L Returns (For L & XL))	Order	\$ 4.64	\$ 4.69	\$ 5.26	\$ 4.69
Retail					
P1 (Pallet Pick)	Pallet	\$ 5.83	\$ 5.89	\$ 6.61	\$ 5.89
C1 (Case Pick)	Case	\$ 1.09	\$ 1.10	\$ 1.23	\$ 1.10

XPO Direct Accessorial Fees	UOM	Orlando, FL	Harrisburg, PA	San Bernardino, CA	Dallas, TX
A1 (Hourly Labor)	Hour	\$ 29.15	\$ 29.43	\$ 33.04	\$ 29.43
A2 (Overboxing - ML)	Overbox	\$ 1.09	\$ 1.10	\$ 1.23	\$ 1.10
A3 (Overboxing - L)	Overbox	\$ 1.48	\$ 1.50	\$ 1.68	\$ 1.50
A4 (Overboxing - XL)	Overbox	\$ 1.98	\$ 2.00	\$ 2.24	\$ 2.00
A5 (Carton Overpack (For XS, S, M))	Overpack	\$ 0.89	\$ 0.90	\$ 1.01	\$ 0.90
A6 (Bubble Wrapping)	Unit	\$ 0.79	\$ 0.80	\$ 0.90	\$ 0.80
A7 (Bagging)	Unit	\$ 0.40	\$ 0.40	\$ 0.45	\$ 0.40
A8 (Labelling)	Label	\$ 0.30	\$ 0.30	\$ 0.34	\$ 0.30
A9 (Insert)	Insert	\$ 0.30	\$ 0.30	\$ 0.34	\$ 0.30
A10 (Discrepant Receipt)	Case	\$ 2.37	\$ 2.39	\$ 2.69	\$ 2.39
A11 (Order Cancellation)	Order	\$ 3.46	\$ 3.49	\$ 3.92	\$ 3.49
A12 (Mixed Case Receipt)	Case	\$ 2.87	\$ 2.89	\$ 3.25	\$ 2.89
A13 (Each Labelling)	Each	\$ 0.30	\$ 0.30	\$ 0.34	\$ 0.30
A14 (Serialization)	Case	\$ 0.20	\$ 0.20	\$ 0.22	\$ 0.20

20' containers will be charged half of the I3 (Container Receipt) rate.

Storage

- **S1 / S2 / S3 / S4 / S5 / S6 (Bin/Shelf Storage Fees)** – These fees will be applied on a weekly basis to the peak number of bin/racking shelf locations used during the week. It includes facility and other operating overhead expenses and amortized investments
- **S7 (Pallet Storage Fee)** – This fee will be applied on a weekly basis to the peak number of pallets in reserve storage measured during the week. It includes facility and other operating overhead expenses and amortized investments
- **S8 (Bulk Storage Fee)** – This fee will be applied on a weekly basis to the peak area, in square feet, used during the week to store inventory. It includes facility and other operating overhead expenses and amortized investments

Inbound

- **I1 (Case Receipt Fee)** – This fee will be applied to every case received on a mixed-SKU pallet at the facility. It includes unloading the inbound pallet, performing a visual overage, shortage, and damage (OS&D) inspection of the inbound product, sorting the cases by SKU, performing the receipt transaction in the warehouse management system, sending electronic receipt confirmation, and putting the product away into storage
- **I2 (Pallet Receipt Fee)** – This fee will be applied to each single-SKU pallet received at the facility. It includes unloading the inbound trailer, performing a visual overage, shortage, and damage (OS&D) inspection of the inbound product, performing the receipt transaction in the warehouse management system, sending electronic receipt confirmation and putting the pallet away into storage
- **I3 (Container Receipt Fee)** – This fee will be applied to every floor-loaded container received at the facility. It includes unloading the inbound container, performing a visual overage, shortage, and damage (OS&D) inspection, sorting the cases by SKU, palletizing, performing the receipt transaction in the warehouse management system, sending electronic receipt confirmation, and putting the pallet away into storage

Fulfillment

- **F1 / F2 / F3 / F4 / F5 / F6 (Unit Fulfillment Fees)** – These fees will be applied to each unit picked. It includes receiving an order electronically and picking the requested items from storage
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- **R1 / R2 / R3 (Returns Fees)** – This fee will be applied to each return order received at the facility. It includes unloading the inbound trailer, inspecting the items, checking in and sorting the inspected items, performing the NCI transaction in the warehouse management system, and putting the items away into storage

Retail

- **P1 (Pallet Pick Fee)** – This fee will be applied to each single-SKU pallet picked and shipped from the facility. It includes receiving an order electronically, picking the requested product from storage, verifying and manifesting the

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- If local market wages rise during the operating year due to Covid-19 related staffing availability, or competitive pressures to the extent that they contribute to a high turnover rate and/or an inability to hire a qualified workforce – either due to increases in local, state, or federal minimum wages, increased competition for labor from other operations in the area, or other factors – XPO will need to adjust the wages, offer employee bonuses, and increase associated fees on an exception basis rather than awaiting the next scheduled pricing adjustment

Pricing Adjustments

A material change in the volumes, account characteristics, operating assumptions, processes, local market labor conditions, parameters, or profiles may require an adjustment to the pricing. XPO reserves the right to amend the pricing, at our sole discretion, by letter or e-mail notification, at any time upon 30 days' notice.

Work Order Process

The service provided by XPO can be expanded beyond the baseline scope. Changes in scope will be handled via the "Work Order" process. Work Orders are considered an addendum to the base contract as a task order for a specific activity that provides XPO and our Customer with an understanding of the nature of the work, the target delivery date, and the cost of the effort. With Customer approval, work will commence.

Key Operational Assumptions

Inbound Method	100% Floor loaded containers
Max SKUs On-Hand	966 for Orlando 1,046 for Harrisburg 2,414 for San Bernardino 966 for Dallas
Annual Inventory Turns	6
Outbound Method	20% DTC and 80% B2B (FBA or other 3PL) shipments
Returns	Average of 4% of total outbound units received as returns

Contracted Space Commitment

With respect to the facility locations addressed in this Exhibit A-1, Customer agrees to the contracted space commitments set forth in the table below for a period of one (1) year from the respective "Commencement Date" listed below. Following the "Ramp-Up Period" which is listed below, for any location where Customer's occupied square footage is below 90% of the committed space on a given week, Customer will be billed at the S8 (Bulk Storage) rate for the delta between the occupied space and 90% of the committed space. If the Agreement or this Exhibit A-1 is terminated with respect to any such facility prior to the first anniversary of any Commencement Date, Customer shall be responsible for the contracted square footage at the S8 (Bulk Storage) rate for that facility for the remainder of the one (1) year period.

Facility Addresses and Contracted Space:

Region	Address	Contracted Space (Sq Ft)	Commencement Date	Ramp-Up Period
Orlando, FL	2351 Investors Row, Orlando, FL	60,000	6/1/21	45 days
Harrisburg, PA	339 Heinz Street, Mechanicsburg, PA	65,000	5/24/21	45 days
San Bernardino, CA	7010 Cajon Blvd., San Bernardino, CA	150,000	6/15/21	45 days
San Bernardino, CA	7010 Cajon Blvd., San Bernardino, CA	200,000	1/1/22	90 days
Dallas, TX	2930 114th Street, Grand Prairie, TX	60,000	6/1/21	45 days

Unit Size Split:

Unit Type	Unit Size (Cubic Feet)	Percentage
X-Small	0-0.02	57.7%
Small	0.02-0.2	24.8%
Medium	0.2-0.5	0.0%
Medium/Large	0.5-1.0	2.9%
Large	1.0-2.0	10.9%
X-Large	2.0-4.0	3.6%

Inbound:

Inbound Parameters	X-Small	Small	Med./Large	Large	X-Large
Average Cases per Pallet	143	66	31	25	12
Average Eaches per Case	40	8	2	1.5	1

Average Cases per 40' Container	6,866	3,160	1,483	1,192	593
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Outbound:

Outbound Retail	Pallets	Cases	Eaches
Split	0%	98%	2%
Pallets per Line	-	-	-
Cases per Order	-	10	-
Cases per Line	-	5	-
Eaches per Order	-	-	5
Eaches per Line	-	-	5
Shipped as LTL	-	100%	100%
Shipped as Parcel	-	0%	0%

Outbound D2C	Eaches
Eaches per Line	1
Eaches per Order	1
Shipped as Parcel	100%

Standard Operational Assumptions**Inbound**

- All inbound pallets and cases will have RF-readable barcodes
- Inbound pallet dimensions are 48" x 40" x 48"
- No more than 1% of inbound receipts are discrepant and will require additional NCI processing

Storage and Inventory

- Every SKU will be stored at a unique location
- Maximum weight of products falling under X-Small, Small, and Medium categories is 5 lbs.
- Maximum weight of products falling under Med/Large, Large, and X-Large categories is 40 lbs.
- XPO expects to receive an item master that will outline the dimensions, weights, and packaging and shipping requirements for each SKU that will be handled in this operation

Outbound

- All outbound overpacks will be standard RSC cases
- Only one shipping label will be applied per outbound overbox
- No additional quality checks other than visual OS&D will be needed on the outbound products

General

- Facility will operate at ambient temperature and no special equipment for temperature and humidity control is required
- Facility will operate on a six-day basis, excluding XPO holidays
- Intrusion and fire monitoring will be provided 24 hours/day, 365 days/year, including CCTV coverage

- For storage and handling activity, XPO expects a minimum of 90% of the forecasted volumes
- No goods classified as hazmat will be handled in this operation
- Pricing for operation of a bonded warehouse is not included
- International shipping is not in scope
- XPO will receive ASN with all serial info tied to case/pallet label. Scanning the parent label system will automatically associate it with child serials

IT Assumptions

Warehouse Management System

- XPO operates a WMS to perform the services outlined in this proposal
- Small parcel integration will take place between XPO and three small parcel carriers (FedEx, UPS, and the USPS)
- The WMS will be available during the hours of operation of the facility with the exception of emergency maintenance periods
 - XPO will work with Customer to determine regularly scheduled maintenance windows
- Outbound labeling and document requirements will follow the standard XPO format
- Filing of export documentation and acting as a freight forwarder is not in scope for XPO

System Integration

- Customer will integrate to XPO Direct's standard APIs
- Electronic system interfaces between XPO and Customer's applications will be available 24 hours per day, seven days a week, with the exception of maintenance scheduled with an authorized Customer employee
- Any additional integration requirements will follow the work order process

Order Management Portal

- Customer will have access to BAx and OMx, XPO Direct's order management and reporting platforms, to provide visibility and reporting of operations within the warehouse network
- XPO will provide user access for up to five Customer-named users
- XPO will provide each user with a user ID and password upon receipt of appropriate authorization. Customer will assign a designated representative for the approval authorization requirement
 - Users shall comply with XPO's Acceptable Use Policy (AUP)
- BAx and OMx will be available seven days a week, 24 hours a day, and any required maintenance will be scheduled during the following time periods and will be communicated to Customer in advance:
 - Monday through Saturday 2:00 a.m. through 6:00 a.m. (Eastern)
 - Saturday 10:00 p.m. through Sunday 10:00 a.m. (Eastern)
 - XPO may perform disruptive maintenance on a quarterly and annual basis in a maintenance window in excess of the nightly or weekly maintenance window. The maintenance will be scheduled in advance with an authorized Customer representative
 - Emergency maintenance occurring outside of these windows will be scheduled with an authorized Customer representative

Disaster Recovery and Security

- The following disaster recovery designs and procedures are included:

- Primary and secondary circuits at the facility
- Redundant Array of Independent Disk (RAID) technology for disk storage
- Regular data backups
- Uninterruptible power supply and natural/diesel gas generator to protect the data center
- Retain online in the WMS database three calendar months of data in addition to the current calendar month
- Retain archived data on magnetic or optical media for a period of seven years beyond the date it is archived from the active database
- XPO has highly redundant systems and detailed Disaster Recovery (DR) plans and procedures. Failover and DR testing is not included in the proposed IT solution, but is available as an optionally priced component that can be incorporated in the IT Service Level Agreement (SLA)
- All XPO systems supporting Customer will be secured through user access controls and role-based security per XPO's IT security policies and procedures

SECOND AMENDMENT TO WAREHOUSE AGREEMENT

This Second Amendment to the WAREHOUSE AGREEMENT (this “Second Amendment”), effective as of the date of the last signature below (“Amendment Effective Date”), is made and entered into by and between THRASIO, LLC (“Thrasio”) and GXO LOGISTICS SUPPLY CHAIN, INC., f/k/a XPO LOGISTICS SUPPLY CHAIN, INC. (“GXO”). GXO and Thrasio may hereinafter be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Thrasio and GXO entered into that certain Warehouse Agreement effective April 1, 2021, as amended (the “Agreement”).

WHEREAS, pursuant to the Agreement, GXO currently provides warehousing, distribution and other logistical services to Thrasio at multiple GXO facilities, including, but not limited to GXO facility in Orlando, FL (the “Orlando Facility”).

WHEREAS, pursuant to the Agreement, Thrasio contracted for 60,000 square feet of space at the Orlando Facility.

WHEREAS, Thrasio now desires to contract for an additional 60,000 square feet of space at the Orlando Facility (the “Additional Space”).

WHEREAS, the Parties desire to enter into this Second Amendment in order to: (i) add the Additional Space to the Agreement; (ii) further modify the Agreement, only as set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, the Parties agree to the following revisions to the Agreement, to become effective on the Amendment Effective Date:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Agreement.
2. **Name Change.** All uses of the defined term “XPO” in the Agreement shall be deleted in their entirety and replaced with “GXO”.
3. **Additional Space.** The Additional Space is hereby added to the Agreement with respect the Orlando Facility only. The Additional Space shall be subject to the same pricing, assumptions, and terms applicable to Thrasio’s original 60,000 square feet of space at the Orlando Facility, as set forth in Exhibit A-1, subject to the following:
 - **Additional Space Term:** The term of the Orlando Facility Additional Space shall be for one year, beginning on the Effective Date.
 - **Contracted Space Commitment:** The Contracted Space Commitment as set forth on Exhibit A-1 shall not apply to the Additional Space until December 1, 2021.

4. **Additional Charges.** The following additional charges are added to the Agreement, applicable to all sites:

Supplies: All packaging and shipping supplies which are not covered under the “Packaging Fees” section of Exhibit A / Exhibit A-1 will be billed at cost +6%. This includes any supplies required to ship an order, including, but not limited to, pallets, corrugate, stretch wrap, and shipping envelopes. This will be billed as a one-time retroactive charge dating back to the Effective Date of the Agreement, and then shall be billed weekly on a go-forward basis thereafter.

5. **Terms of Second Amendment to Govern.** Except for those changes set forth in this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the Agreement and this Second Amendment, this Second Amendment shall prevail and govern.
6. **Counterparts.** This Second Amendment may be executed in one or more counterparts and delivered to each of the Parties by electronic mail delivery. Executed documents transmitted by electronic means are considered original documents and are deemed as enforceable as the original document. Each such counterpart is deemed an original instrument, and all counterparts taken together constitute one and the same agreement.

-Signatures on Next Page-

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Warehouse Agreement to be executed by their respective duly authorized officers.

THRASIO, LLC

DocuSigned by:
Mounir Ouhadi
200D1D8AF932463...

Chief supply chain officer

11/19/2021

GXO LOGISTICS SUPPLY CHAIN, INC.

DocuSigned by:
Eduardo Carnalhopelleissone
EEF431A8FCB148F...

President Americas and Asia Pacific

11/18/2021