

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **February 8, 2024**

EDIBLE GARDEN AG INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-41371 (Commission File Number)	85-0558704 (IRS Employer Identification No.)
283 County Road 519, Belvidere, New Jersey (Address of principal executive offices)		07823 (Zip Code)

Registrant's telephone number, including area code: **(908) 750-3953**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	EDBL	The Nasdaq Stock Market LLC
Warrants to purchase Common Stock	EDBLW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On February 8, 2024, Edible Garden AG Incorporated (the "Company") and Meijer Distribution, Inc. ("Buyer") entered into two agreements pursuant to which the Company will supply and sell products to Buyer (the "Agreements").

Under the Agreements, the Company will sell (i) fresh cut herbs, including basil, bay leaves, chives, cilantro, dill, mint, oregano, rosemary, sage, thyme; (ii) hydroponic basil; and (iii) potted herbs, including basil, chives, cilantro, mint, oregano, parsley, rosemary, sage, thyme, wheatgrass; in quantities and delivery schedule requested by the Buyer at prices per unit set in advance by the Company and the Buyer. Under the Agreements, the Company and the Buyer will renegotiate the prices for each unit annually, provided that the price per unit will not increase or decrease at a rate greater than the change in the relevant Consumer Price Index in that year. Once set, the pricing terms will remain fixed for the remainder of the year. Any price increases will take effect after sixty days and any price decrease will be effective immediately. If the Company and the Buyer are unable to mutually agree on price increases, the Company will have the power to terminate the Agreements immediately.

In addition, under the agreement governing the purchase of potted herbs, the Company has agreed to fund the installation of fixtures in each of the Buyer's stores to display the potted herbs in an aggregate amount estimated to be approximately \$800,000. These payments will be made as a weekly deduction from the Company's receivables from the Buyer.

The Agreements became effective as of January 1, 2024 and expire on December 31, 2026. The Agreements may be renewed for an additional two-year term upon the mutual agreement of the Company and the Buyer. The Agreements may be terminated by the Buyer without cause upon sixty days' prior notice.

The foregoing summaries of the Agreements do not purport to be complete and are qualified in their entirety by reference to the Agreements, copies of which are attached hereto as Exhibit 10.1 and 10.2 and incorporated herein by reference.

Item 8.01 Other Events.

On February 12, 2024, the Company issued a press release announcing entry into the Agreements. A copy of the press release is attached hereto as Exhibits 99.1.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits.**

Exhibit No.	Description
10.1+ [#]	Purchase Agreement: Fresh Cut Herbs & Basil, dated as of January 1, 2024, by and between the Company and Meijer Distribution, Inc.
10.2+ [#]	Purchase Agreement: Potted Herbs & Wheatgrass, dated as of January 1, 2024, by and between the Company and Meijer Distribution, Inc.
99.1	Press release dated February 12, 2024

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

± Certain information has been omitted from this exhibit in reliance upon Item 601(a)(5) of Regulation S-K and will be furnished to the Securities and Exchange Commission upon request.

Certain portions of this exhibit have been omitted (indicated by asterisks) pursuant to Item 601(b) of Regulation S-K because the omitted information is (i) not material and (ii) the type of information that the Company treats as private or confidential.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EDIBLE GARDEN AG INCORPORATED

Date: February 8, 2024

By: /s/ James E. Kras
Name: James E. Kras
Title: President and Chief Executive Officer

*Certain identified information has been excluded from this exhibit (indicated by [**]) because it is both (i) not material and (ii) the type of information that the registrant treats as private or confidential.*

PURCHASE AGREEMENT

Fresh Cut Herbs & Basil

This Purchase Agreement ("Agreement") dated as of January 1, 2024 ("Effective Date") is a supplement to the "Master Terms and Conditions (Rev 10-2021) located at <https://vendornet.meijer.com/> ("MTCs")" or "agreements currently in effect in the VendorNet" between Edible Garden, with its offices at 283 Country Road 519, Belvidere, NJ 07823 ("Company"), and Meijer Distribution, Inc. ("Meijer").

Company agrees to provide Goods (defined below) in accordance with the terms of this Agreement and the MTCs, which is incorporated in their entirety by reference into this Agreement.

1. GOODS.

The following goods are subject to the terms of this Agreement:

Fresh Cut Herbs & Basil (as more fully described in **Exhibit A**) (the "Goods").

2. PRICING; FILL RATE; PAYMENT TERMS; AND FORCE MAJEURE

(a) Pricing. Company agrees to provide Meijer with all Goods ordered from time to time. The pricing set forth in **Exhibit A** is the baseline pricing as of the Effective Date and includes costs of shipping and delivery by Company to the applicable Meijer distribution facility. The parties shall review pricing together 60 days prior to the commencement of each year of the Agreement and adjust the price of each item up or down by an amount not to exceed the upward or downward change in the relevant Consumer Price Index since the later of the Effective Date or the last price change, effective as of January of such commencing year. Once pricing has been established at the commencement of each year, it shall remain fixed for the remainder of that year.

A price decrease will go into effect immediately, while a price increase will go into effect 60 days after new pricing has been mutually agreed upon by the parties.

(b) Fill Rate. Fill rate average (shipper units and Open Stock units in aggregate) shall be at or above [**]%, for both (1) fiscal periods P11 and P12 combined and (2) on an annualized basis, and QA rejections shall not to exceed [**]% annually. "Fill rate" means that proportion, on an annualized basis, of Goods ordered by Meijer that are fulfilled by Company's delivery of conforming Goods to the applicable distribution facility. "QA rejections" means that proportion, on an annualized basis, of Goods delivered by the Company that do not meet Meijer's quality standards when received at the applicable distribution facility (also known in Meijer's industry as "shrink").

2023 Fill Rate Goal - Seasonal		
Total	P11	P12
Open Stock	[**]%	[**]%
Shippers	[**]%	[**]%

(c) **Payment Terms.** Meijer agrees to pay for all Goods at the terms of Net [**] (or better, if mutually agreed in writing between Meijer and Company), based on Company's invoice date.

(d) **Force Majeure.** No party to this Agreement shall be required to perform or be liable for failure to perform to the extent that nonperformance is caused by circumstances reasonably beyond the control of the party so affected, including strikes, work stoppages or labor demands or difficulties, labor shortages or inability to procure labor, inability to obtain equipment or materials or supplies, inability to obtain transportation, war, hostilities or national emergency, acts of God, unforeseeable mechanical breakdown, or power failure ("Force Majeure Event"). In the event of the happening of such cause, the party so affected shall give prompt written notice to the other party, stating the period of time the same is expected to continue and shall take all reasonable measures to ensure that the effects of such cause of force majeure are kept as minimal as possible. The party claiming a Force Majeure Event shall substantiate the same by third-party audit at its own expense.

3. FACILITIES –

The Goods will be furnished to the following Meijer location(s) along with such additional locations as may be agreed to by the parties:

Meijer Unit	Address	City	State	Zip Code
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]

4. TERM

Unless terminated sooner as provided below, the term of this Agreement shall commence as of the Effective Date and shall expire on December 31, 2026 (the "Term"), which may be renewed by mutual agreement of the parties prior to the expiration of the then-current Term for an additional renewal term of two years. Company shall not be obligated to provide transition assistance upon expiration of this Agreement.

5. TERMINATION.

- (a) **For Convenience.** Meijer, in its sole discretion, may terminate this Agreement at any time for business convenience, without cause, by providing at least 60 days' prior written notice to Company. The Company may immediately terminate this Agreement, without obligation to provide transition assistance, if the parties fail to agree to a price increase pursuant to Section 2(a) above.
- (b) **For Cause with Right to Cure.** Either party may terminate this Agreement at any time as a result of the other party's breach of any material provision of the MTCs or this Agreement, including Meijer's determination that the Company has failed to provide Goods meeting Meijer's reasonable quality standards at the rate set forth in Section 2(c) above, by sending such party written notice of termination describing the breach. If the breach is not cured within 15 days after receipt of the written notice, the Agreement will then terminate. This subsection does not prevent either party from seeking injunctive relief, including specific performance, against the other from any judicial authority prior to the expiration of the cure period.
- (c) **For Cause with No Right to Cure.** Either party may immediately terminate this Agreement, upon prior written notice to the other party if: (a) the other party ceases to function as a going concern; or (b) a receiver for either party is appointed or applied for; or (c) a petition under any bankruptcy or insolvency Laws or any state receivership Law is filed by or against either party; or (d) either party makes an assignment for the benefit of creditors; or Company fails to provide Meijer with Goods that meet Meijer's quality standards, in Meijer's sole discretion.

[SIGNATURE PAGE TO FOLLOW]

Meijer and Company have executed this Agreement on the date set forth above.

Meijer:
Meijer Distribution, Inc.

Company:
Edible Garden AG Incorporated

By: /s/ Sarah Jennings
Name: Sarah Jennings
Title: Buyer
Date: February 5, 2024

By: /s/ James E. Kras
Name: James E. Kras
Title: President and Chief Executive Officer
Date: February 8, 2024

Exhibit A¹

Goods and Pricing

Year One: 1/1/2024 – 12/31/2024

¹ Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant will provide a copy of any omitted schedule to the Securities and Exchange Commission or its staff upon request.

Certain identified information has been excluded from this exhibit (indicated by [**]) because it is both (i) not material and (ii) the type of information that the registrant treats as private or confidential.

PURCHASE AGREEMENT

Potted Herbs & Wheatgrass

This Purchase Agreement ("Agreement") dated as of January 1, 2024 ("Effective Date") is a supplement to the "Master Terms and Conditions (Rev 10-2021) located at <https://vendornet.meijer.com/> ("MTCs")" between Edible Garden, with its offices at -283 Country Road 519, Belvidere, NJ 07823 ("Company"), and Meijer Distribution, Inc. ("Meijer").

Company agrees to provide Goods (defined below) in accordance with the terms of this Agreement and the MTCs, which is incorporated in their entirety by reference into this Agreement.

1. GOODS.

The following goods are subject to the terms of this Agreement:

Potted Herbs & Wheatgrass (as more fully described in **Exhibit A**) in Edible Garden or True goodness brand, pending 2024 launch (the "Goods").

2. PRICING; FIXTURES & SERVICES; FILL RATE; PAYMENT TERMS; AND FORCE MAJEURE

(a) **Pricing.** Company agrees to provide Meijer with all Goods ordered from time to time. The pricing set forth in **Exhibit A** is the baseline pricing as of the Effective Date and includes costs of shipping and delivery by Company to the applicable Meijer distribution facility. The parties shall review pricing together 60 days prior to the commencement of each year of the Agreement and adjust the price of each item up or down by an amount not to exceed the upward or downward change in the relevant Consumer Price Index since the later of the Effective Date or the last price change, effective as of January of such commencing year. Once pricing has been established at the commencement of each year, it shall remain fixed for the remainder of that year.

A price decrease will go into effect immediately, while a price increase will go into effect 60 days after new pricing has been mutually agreed upon by the parties.

(a) **Fixtures and Service.** Fixtures and Service. Company will provide fixture funding for new potted herb fixtures in each Meijer store, which is estimated to be \$806,947 in total, with the below breakdown:

- Wave 1 Install: [**] stores. Total funding: \$430,610.26
- Wave 2 Install: [**] stores. Total funding: \$376,336.74

- a. Wave 1 funding will be provided with weekly lump sum TAs of \$[**] with [**] TAs total, starting the week of 12/31/23. Funding will be deducted based on TA weekly. Install to begin January 2024 through completion.
- b. Wave 2 funding will be provided with weekly lump sum TAs of \$[**], with [**] TAs total, starting the week of 3/3/24. Funding will be deducted based on TA weekly. Install to begin March 2024 through completion.
- c. Each payment shall be deducted from amounts due from Meijer to Company for Goods; provided, however, that no payment shall be deducted by Meijer if the aggregate fixture costs (per the below chart) associated with installations completed prior to the date of a payment is less than the aggregate amount of payments made by Company prior to the immediately preceding payment (i.e., the aggregate amount of payments made by Company shall never exceed the aggregate fixture costs of completed installations by more than the value payments). Meijer shall report to Company the type and number of completed installations on a weekly basis. Meijer shall be responsible for the design, installation and maintenance of the fixtures and shall install such fixtures according to its own timeline.

Total Finalized Fixture Costs:

COSTS	Fixture w/ Tax& Freight	Install	Total/Store	Total
Low Profile	\$[**]	\$[**]	\$[**]	\$[**]
Upright	\$[**]	\$[**]	\$[**]	\$[**]

- (b) **Fill Rate.** Fill rate average shall be at or above [**] % and QA rejections not to exceed [**] % annually. "Fill rate" means that proportion, on an annualized basis, of Goods ordered by Meijer that are fulfilled by Company's delivery of conforming Goods to the applicable distribution facility. "QA rejections" means that proportion, on an annualized basis, of Goods delivered by the Company that do not meet Meijer's quality standards when received at the applicable distribution facility (also known in Meijer's industry as "shrink").
- (c) **Payment Terms.** Meijer agrees to pay for all Goods at the terms of Net [**] (or better, if mutually agreed in writing between Meijer and Company), based on Company's invoice date.
- (d) **Force Majeure.** No party to this Agreement shall be required to perform or be liable for failure to perform to the extent that nonperformance is caused by circumstances reasonably beyond the control of the party so affected, including strikes, work stoppages or labor demands or difficulties, labor shortages or inability to procure labor, inability to obtain equipment or materials or supplies, inability to obtain transportation, war, hostilities or national emergency, acts of God, unforeseeable mechanical breakdown, or power failure ("Force Majeure Event"). In the event of the happening of such cause, the party so affected shall give prompt written notice to the other party, stating the period of time the same is expected to continue and shall take all reasonable measures to ensure that the effects of such cause of force majeure are kept as minimal as possible. The party claiming a Force Majeure Event shall substantiate the same by third-party audit at its own expense.

3. FACILITIES.

The Goods will be furnished to the following Meijer location(s) along with such additional locations as may be agreed to by the parties:

Meijer Unit	Address	City	State	Zip Code
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]

4. TERM.

Unless terminated sooner as provided below, the term of this Agreement shall commence as of the Effective Date and shall expire on December 31, 2026 (the "Term"), which may be renewed by mutual agreement of the parties prior to the expiration of the then-current Term for an additional renewal term of two years. Company shall not be obligated to provide transition assistance upon expiration of this Agreement.

5. TERMINATION.

- (a) **For Convenience.** Meijer, in its sole discretion, may terminate this Agreement at any time for business convenience, without cause, by providing at least 60 days' prior written notice to Company. The Company may immediately terminate this Agreement, without obligation to provide transition assistance, if the parties fail to agree to a price increase pursuant to Section 2(a) above.
- (b) **For Cause with Right to Cure.** Either party may terminate this Agreement at any time as a result of the other party's breach of any material provision of the MTCs or this Agreement, including Meijer's determination that the Company has failed to provide Goods meeting Meijer's reasonable quality standards at the rate set forth in Section 2(c) above, by sending such party written notice of termination describing the breach. If the breach is not cured within 15 days after receipt of the written notice, the Agreement will then terminate. This subsection does not prevent either party from seeking injunctive relief, including specific performance, against the other from any judicial authority prior to the expiration of the cure period.
- (c) **For Cause with No Right to Cure.** Either party may immediately terminate this Agreement, upon prior written notice to the other party if: (a) the other party ceases to function as a going concern; or (b) a receiver for either party is appointed or applied for; or (c) a petition under any bankruptcy or insolvency Laws or any state receivership Law is filed by or against either party; or (d) either party makes an assignment for the benefit of creditors; or Company fails to provide Meijer with Goods that meet Meijer's quality standards, in Meijer's sole discretion.

[SIGNATURE PAGE TO FOLLOW]

Meijer and Company have executed this Agreement on the date set forth above.

Meijer:
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Company:
Edible Garden AG Incorporated

By: /s/ Sarah Jennings
Name: Sarah Jennings
Title: Buyer
Date: February 5, 2024

By: /s/ James E. Kras
Name: James E. Kras
Title: President and Chief Executive Officer
Date: February 8, 2024

Exhibit A¹

Goods and Pricing

Year One: 1/1/2024 – 12/31/2024

¹ Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant will provide a copy of any omitted schedule to the Securities and Exchange Commission or its staff upon request.



Edible Garden Signs 3-Year Expanded Distribution Agreements with Major U.S. Food Retailer; Expected to Generate \$18 - \$20 Million of Revenue Over the 3-Year Term

Expands assortment of potted and fresh-cut herbs and services

BELVIDERE, NJ, February 12, 2024, — Edible Garden AG Incorporated ("Edible Garden" or the "Company") (Nasdaq: EDBL, EDBLW), a leader in controlled environment agriculture (CEA), locally grown, organic, and sustainable produce and products, today announced that the Company has signed 3-year agreements with a major U.S. food retailer to service, develop and expand the retailer's current Edible Garden product assortment.

Mr. Jim Kras, Chief Executive Officer of Edible Garden, stated, "We are excited to expand our relationship with this retailer, which will allow us to broaden the product range within their retail store locations. Products that will be added to an already robust offering will include both potted and fresh-cut herbs, fresh-cut basil, and wheatgrass. Beyond just broadening our product offerings, the collaboration will include the design and introduction of fresh, innovative displays paid for by Edible Garden, as well as enhanced visibility and prominence of the brand on the retailer's shelves. We believe that the agreements will generate approximately \$18 - \$20 million in revenue over the initial three-year term."

"These agreements underscore Edible Garden's dedication to strengthening relationships with all our retail partners as we are continually seeking innovative ways to better address their needs and simplify the shopping experience for their customers. At the heart of our operations, we remain committed to Edible Garden's Simply Local, Simply Fresh® mission, ensuring that we deliver produce in a manner that is both sustainable and responsible."

ABOUT EDIBLE GARDEN®

Edible Garden AG Incorporated is a leader in controlled environment agriculture (CEA), locally grown, organic and sustainable produce and products backed by Zero-Waste Inspired® next generation farming. Offered at over 5,000 stores in the US, Edible Garden is disrupting the CEA and sustainability technology movement with its safety-in-farming protocols, use of sustainable packaging, patented GreenThumb software and self-watering in-store displays. The Company currently operates its own state-of-the-art greenhouses and processing facilities in Belvidere, New Jersey and Grand Rapids, Michigan, and has a network of contract growers, all strategically located near major markets in the U.S. Its proprietary GreenThumb 2.0 patented (US Nos.: US 11,158,006 B1, US 11,410,249 B2 and US 11,830,088 B2) software optimizes growing in vertical and traditional greenhouses while seeking to reduce pollution-generating food miles. Its patented Self-Watering display (US No: US D1,010,365 S) enables retailers to present plants in their prime, reducing waste and offering superior products to consumers. Edible Garden is also a developer of ingredients and proteins, providing an accessible line of plant and whey protein powders under the Vitamin Way® and Vitamin Whey® brands. In addition, the Company offers a line of sustainable food flavoring products such as Pulp gourmet sauces and chili-based products. For more information on Edible Garden go to <https://ediblegardenag.com/>.

Forward-Looking Statements

This press release contains forward-looking statements, including with respect to the Company's overall profitability, ability to expand its distribution network and distribution relationships, and performance as a public company. The words "anticipate," "believe," "expect," "objective," "will," "seek," and similar expressions are intended to identify forward-looking statements. These forward-looking statements are subject to a number of risks, uncertainties, and assumptions, including the retailer's ability to terminate the agreements without cause upon 60 days' prior written notice, the Company's ability to perform its obligations under the agreements, market and other conditions and the Company's ability to achieve its growth objectives, and other factors set forth in the Company's filings with the Securities and Exchange Commission, including the Company's annual report on Form 10-K for the year ended December 31, 2022 and subsequent quarterly reports on Form 10-Q. Actual results might differ materially from those explicit or implicit in the forward-looking statements, specifically the revenue expected to be generated under the agreements over a three-year period, due to the retailer's ability to terminate the agreements without cause upon 60 days' prior written notice. There can be no assurance that the Company will be able to realize the anticipated revenue from these agreements. The Company undertakes no obligation to update any such forward-looking statements after the date hereof to conform to actual results or changes in expectations, except as required by law.

Investor Contacts:

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