

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

FOOD52, INC.,¹

Debtor.

Chapter 11

Case No. 25-12277 (LSS)

Hearing Date:
To Be Determined

Objection Deadline:
February 13, 2026 at 4:00 p.m. (ET)

**DEBTOR’S SECOND (2ND) OMNIBUS MOTION FOR ENTRY OF AN ORDER
AUTHORIZING (I) REJECTION OF CERTAIN UNEXPIRED LEASES OF
NONRESIDENTIAL REAL PROPERTY AND EXECUTORY CONTRACTS,
EFFECTIVE AS OF THE REJECTION DATE; (II) ABANDONMENT OF CERTAIN
REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED
PREMISES; AND (III) GRANTING RELATED RELIEF**

**EACH LANDLORD RECEIVING THIS MOTION SHOULD LOCATE
ITS NAME AND LEASE IN THE SCHEDULE ATTACHED TO THE
PROPOSED ORDER AS EXHIBIT 1.**

**THE COUNTERPARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR
RESPECTIVE NAME AND CONTRACT DESCRIPTION
IN THE SCHEDULE ATTACHED TO THE PROPOSED ORDER AS EXHIBIT 2.**

The above-captioned debtor and debtor in possession (the “**Debtor**”) hereby submits this motion (this “**Motion**”) for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), authorizing the Debtor to (a) reject (i) those certain unexpired leases of nonresidential real property (collectively, including any amendments or modifications thereto, the “**Rejected Leases**”) set forth on Exhibit 1 to the Proposed Order effective as of January

¹ The Debtor in this chapter 11 case is Food52, Inc. and the last four digits of the Debtor’s federal tax identification number are 2738. For the purpose of this chapter 11 case, the Debtor’s service address is 1 Dock 72 Way, 13th Floor, Brooklyn, New York 11205.



31, 2026 (the “**Rejection Date**”) and (ii) those certain executory contracts (including any amendments or modifications thereto, the “**Rejected Contracts**” and, collectively with the Rejected Leases, the “**Rejected Agreements**,” and the counterparties to such Rejected Agreements, the “**Counterparties**” and, each, a “**Counterparty**”)² set forth on Exhibit 2 to the Proposed Order effective as of the Rejection Date, and (b) abandon certain personal property of the Debtor, including, but not limited to, furniture, fixtures, and equipment (collectively, the “**Remaining Property**”) located on certain of the premises subject to the Rejected Leases (collectively, the “**Premises**”). In support of this Motion, the Debtor respectfully states as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012 (the “**Amended Standing Order**”). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware, the Debtor consents to the entry of a final judgment or order with respect to

² The inclusion of any contract, lease, sublease, or other agreement on Exhibits 1 and 2 to the Proposed Order is not intended as, nor shall be deemed to constitute, an admission by the Debtor or its estate that such contract, lease, or other agreement is or is not an executory contract or unexpired lease or that such contract, lease, or other agreement did not expire prior to the Rejection Date in accordance with its own terms. The Debtor and its estate reserve any and all rights, claims, and defenses with respect to the characterization of the Rejected Agreements under section 365 of the Bankruptcy Code, applicable non-bankruptcy law, or otherwise, including, without limitation, any and all rights to argue that the Rejected Agreements do not constitute executory contracts or unexpired leases and that the Rejected Agreements expired prior to the Rejection Date.

this Motion if it is determined that the Court would lack Article III jurisdiction to enter such final judgment or order absent consent of the parties.

2. The statutory and legal predicates for the relief requested herein are sections 105(a), 365(a) and 554(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), and Rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

BACKGROUND

3. On December 29, 2025 (the “**Petition Date**”), the Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Debtor is authorized to operate its businesses and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On January 8, 2026, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (the “**Committee**”). No request has been made for the appointment of a trustee or an examiner in this chapter 11 case.

4. Additional information regarding the Debtor’s businesses, its capital structure, and the circumstances leading to the filing of this chapter 11 case is set forth in the *Declaration of Erika Badan in Support of Chapter 11 Petition and First Day Motions* (the “**First Day Declaration**”) [Docket No. 2].³

I. THE REJECTED AGREEMENTS

A. Rejection of the Rejected Agreements

5. As set forth more fully in the First Day Declaration, the Debtor operates three distinct brands and businesses, including a digital-first food community centered on cooking,

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration or the Bidding Procedures Order (as defined below).

recipes, and storytelling, and two home goods brands—Schoolhouse and Dansk Designs. As of the Petition Date, the Debtor used two (2) leased spaces in connection with the operation of its businesses, including (a) a studio located at One Dock 72 Way Brooklyn, New York 11205 (the “**Brooklyn Premises**”) and (b) a facility located at 2181 NW Nicolai Street Portland, Oregon 97210 (the “**Portland Premises**”).

6. The Debtor has been engaged in a comprehensive marketing and sale process for its businesses since September 2025. On the Petition Date, the Debtor filed the *Debtor’s Motion for Entry of (I) an Order (A) Approving Bidding Procedures in Connection with the Sale of the Debtor’s Assets, (B) Approving Form and Manner of Notice, (C) Approving Designation of Stalking Horse Bidder and Stalking Horse Bid, (D) Scheduling Auction and Sale Hearing, (E) Authorizing Procedures Governing Assumption and Assignment of Certain Contracts and Unexpired Leases, and (F) Granting Related Relief; and (II) an Order (A) Approving Purchase Agreement(s), and (B) Authorizing a Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests* [Docket No. 15], which was approved by the Court on January 12, 2026 [Docket No. 80] (the “**Bidding Procedures Order**”). Pursuant to the Bidding Procedures Order, the deadline to submit bids for the Debtor’s assets was established as February 3, 2026 at 4:00 p.m. (ET), an auction was scheduled for February 5, 2026 at 10:00 a.m. (ET), and a sale hearing was scheduled for February 10, 2026 at 2:00 p.m. (ET). The Bidding Procedures Order also approved the designation of F52, LLC as the stalking horse bidder (the “**Stalking Horse Bidder**”) for the Debtor’s assets set forth in the asset purchase agreement by and between the Debtor and the Stalking Horse Bidder.

7. Based on the current status of the Debtor’s marketing and sale process, the Debtor seeks to reject the Rejected Agreements because neither the Stalking Horse Bidder, nor any other

potential bidder, has expressed interest in the Rejected Agreements, and such Rejected Agreements are not necessary for the Debtor's continued operations. The Stalking Horse Bidder is engaged in ongoing discussions with BNY Tower Associates LLC (the "**Brooklyn Landlord**"), the landlord for the Brooklyn Premises, and may enter into a new lease for the Brooklyn Premises if the Stalking Horse Bidder is the Successful Bidder at the conclusion of the Debtor's sale process.

8. To avoid incurring unnecessary administrative expenses in this chapter 11 case, the Debtor seeks to reject the Rejected Agreements effective as the Rejection Date. With respect to the Rejected Leases, the Debtor abandoned and/or surrendered possession of the Premises subject to each Rejected Lease on the date hereof, and delivered notices to each Counterparty to the Rejected Leases (collectively, the "**Landlords**") indicating its surrender of the premises (the "**Surrender Letters**"), together with keys, if any, and other pertinent information. The Surrender Letters notified the Landlords that the Debtor was unequivocally surrendering possession of the Premises and, in the case of the Portland Premises, abandoning any Debtor-owned personal property as of such time. By agreement with the Brooklyn Landlord, any Debtor-owned personal property on such premises will be abandoned effective February 28, 2026 at 5:00 p.m. (ET).⁴

9. The Debtor has determined, in its business judgment, that rejection of the Rejected Agreements, effective as of the Rejection Date, is beneficial to its estate and all of its stakeholders because the Rejected Agreements are not necessary or economically beneficial to the Debtor's business affairs and will not be assumed and assigned as part of the sale.

⁴ The Debtor and the Brooklyn Landlord are negotiating an access agreement pursuant to which either the Debtor or the buyer may remove any Debtor-owned personal property from the Brooklyn Premises as needed before February 28, 2026 at 5:00 p.m. (ET), in the event that the Stalking Horse Bidder is not the Successful Bidder and does not enter into a new lease for the Brooklyn Premises.

B. Abandonment of Any Remaining Property at the Premises and Modification of the Automatic Stay

10. Certain Remaining Property may be located at the Premises subject to the Rejected Leases. Relative to its value, the Debtor expects that it will be difficult or expensive to remove and/or store the Remaining Property such that the economic benefits of removing and/or storing some or all of the Remaining Property will be exceeded by the attendant costs thereof. Therefore, the Debtor intends to abandon the Remaining Property, and, accordingly, requests Court approval to do so effective as of the Rejection Date, with respect to the Portland Premises, and effective as of February 28, 2026 at 5:00 p.m. (ET), with respect to the Brooklyn Premises, by agreement with the Brooklyn Landlord.

RELIEF REQUESTED

11. By this Motion, the Debtor seeks entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, authorizing the Debtor to (a) reject the Rejected Leases, effective as of the Rejection Date; (b) abandon the Remaining Property located on the Portland Premises, effective as of the Rejection Date; (c) abandon the Remaining Property located on the Brooklyn Premises, effective as of February 28, 2026 at 5:00 p.m. (ET); and (d) reject the Rejected Contracts, effective as of the Rejection Date. In light of the Debtor's efforts to preserve and maximize the value of its estate, and to avoid incurring costs and expenses associated with the surrendered Premises associated with the Rejected Leases and unnecessary contracts, the Debtor submits that this relief is necessary and appropriate.

BASIS FOR RELIEF

I. REJECTION OF THE REJECTED AGREEMENTS REFLECTS THE DEBTOR'S SOUND BUSINESS JUDGMENT

12. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor-in-possession “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). The purpose behind section 365(a) is “to permit the trustee or debtor-in-possession to use valuable property of the estate and to renounce title to and abandon burdensome property.” *In re Republic Airways Holdings Inc.*, 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016) (quoting *In re Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993)); see also *In re Exide Techs.*, 607 F.3d 957, 967 (3d Cir. 2010) (“Courts may use § 365 to free a [debtor] from burdensome duties that hinder its reorganization.”); *N.L.R.B. v. Bildisco and Bildisco (In re Bildisco)*, 465 U.S. 513, 528 (1984) (“[t]he authority to reject an executory contract is vital to the basic purpose to a Chapter 11 reorganization, because rejection can release the debtor’s estate from burdensome obligations that can impede a successful reorganization.”). Pursuant to Bankruptcy Rule 6006(f), a trustee or debtor in possession may file a motion for the authority to reject multiple leases. Fed. R. Bankr. P. 6006(f).

13. The standard applied by courts to determine whether the assumption or rejection of an unexpired nonresidential lease should be authorized is the “business judgment” test, which requires a debtor to have determined that the requested assumption or rejection would be beneficial to its estate. See *Grp. of Institutional Invs. v. Chi., Milwaukee St. Paul & Pac. R.R.*, 318 U.S. 523, 550 (1943) (noting that “the question whether a lease should be rejected...is one of business judgment”); *In re Bildisco*, 682 F.2d 72, 79 (3d Cir. 1982), *aff’d*, 465 U.S. 513 (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the

‘business judgment’ test.”); accord *In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003).

14. In applying the business judgment standard, bankruptcy courts give deference to a debtor’s decision to assume or reject leases. See, e.g., *Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39–40 (3d Cir. 1989) (affirming the rejection of a service agreement as a sound exercise of the debtor’s business judgment when the bankruptcy court found that such rejection would benefit the debtors’ estate); *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (“[A] debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim, or caprice.”).

15. Rejection of the Rejected Agreements is well within the Debtor’s business judgment and will serve to maximize the value of its estate. With respect to the Rejected Leases, the Debtor no longer needs the Premises and neither the Stalking Horse Bidder nor any other potential bidder has expressed interest in the assumption and assignment of such Rejected Leases. Moreover, the Rejected Leases are not necessary or economically beneficial to the Debtor’s business affairs and do not confer a sufficient economic benefit to the Debtor’s estate compared to their cost. As explained above, the Debtor delivered the Surrender Letters, together with keys and other pertinent information, as applicable, to each Landlord, which were delivered on the date hereof. The Surrender Letters notified the Landlords that the Debtor was surrendering possession of the Premises and, in the case of the Portland Premises, abandoning any Debtor-owned personal property in conjunction therewith. As discussed above, the Debtor has been engaged in ongoing discussions with the Brooklyn Landlord, who has agreed that the Debtor or the buyer may remove property from the Brooklyn Premises through February 28, 2026 at 5:00 p.m. (ET), subject to certain additional terms that will be set forth in an access agreement.

16. Additionally, this Motion, which is being served on the Landlords and/or their agents or representatives by overnight delivery and electronic mail (where available), is a statement to such Landlords that the Debtor is unequivocally surrendering its interest in the Rejected Leases (and underlying leasehold) as of the Rejection Date and abandoning the Debtor-owned personal property as set forth above. Similarly, with respect to the Rejected Contracts, the Debtor has analyzed the terms of the Rejected Contracts and determined that such agreements do not provide the Debtor any material benefit and should be rejected to cut off the potential incurrence of additional administrative cost or expenses during this chapter 11 case.

II. THE COURT SHOULD DEEM THE REJECTED AGREEMENTS REJECTED EFFECTIVE AS OF THE REJECTION DATE

17. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. *See In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 does not include “restrictions as to the manner in which the court can approve rejection”); *see also In re CCI Wireless, LLC*, 297 B.R. 133, 138 (D. Colo. 2003) (noting that section 365 “does not prohibit the bankruptcy court from allowing the rejection of leases to apply retroactively”).

18. Courts have held that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date prior to entry of an order authorizing such rejection where the balance of equities favors such relief. *See In re Thinking Machs. Corp.*, 67 F.3d 1021, 1029 (1st Cir. 1995) (stating that “rejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a rejection to operate retroactively”); *In re Chi-Chi’s, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating “the court’s power to grant retroactive relief is derived from the bankruptcy court’s equitable powers so long as it promotes the purposes of § 365(a)”); *In re CCI Wireless, LLC*, 297 B.R. at 140 (holding that

a “court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”).

19. Here, the equities of this chapter 11 case favor the Court’s approval of the retroactive rejection of the Rejected Agreements to the Rejection Date. Without such relief, the Debtor will potentially incur unnecessary administrative expenses related to the Rejected Agreements—agreements that provide no benefit to the Debtor’s estate, and will not provide any benefit to the Debtor’s estate, since no potential bidders have expressed interest in the Rejected Agreements and the Debtor no longer needs the Rejected Agreements.

20. Moreover, the Counterparties will not be unduly prejudiced if the Rejected Agreements are rejected effective as of the Rejection Date because the Debtor has served this Motion on the Counterparties and/or their agents or representatives by electronic mail and/or facsimile (if known), on the date hereof, and by overnight mail, the following day, stating that the Debtor intends to reject the Rejected Agreements effective as of the Rejection Date. Furthermore, with respect to the Rejected Leases, the Debtor has, on or before the Rejection Date, turned over the keys to the Premises to the Landlords or their representatives and abandoned the Premises, and in conjunction therewith indicated that it was surrendering possession of the Premises as a result thereof.

21. Accordingly, based on the Debtor’s desire to eliminate the potential for administrative claims against its estate, and to avoid the potential alleged accrual of any further obligations under the Rejected Agreements, the Debtor respectfully submits that the retroactive rejection of the Rejected Agreements as of the Rejection Date is appropriate.

III. ABANDONMENT OF CERTAIN REMAINING PROPERTY AT THE PORTLAND PREMISES AS OF THE REJECTION DATE AND AT THE BROOKLYN PREMISES AS OF FEBRUARY 28, 2026 AT 5:00 P.M. (ET) IS AUTHORIZED BY SECTION 554(a) OF THE BANKRUPTCY CODE

22. Section 554(a) provides that “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” *Id.* Courts generally give a debtor in possession great deference to its decision to abandon property. *See In re Vel Rey Props., Inc.*, 174 B.R. 859, 867 (Bankr. D.D.C. 1994) (“Clearly, the court should give deference to the trustee’s judgment in such matters.”). Unless certain property is harmful to the public, once a debtor has shown that it is burdensome or of inconsequential value to the estate, a court should approve the abandonment. *Id.*

23. Before deciding to abandon any Remaining Property at the Portland Premises, the Debtor determined that the costs of moving and storing such Remaining Property at the Portland Premises outweighed any benefit to the Debtor’s estate. Further, any efforts by the Debtor to move or market the Remaining Property at the Portland Premises would have unnecessarily delayed the Debtor’s rejection of the Portland Premises lease. Following the conclusion of the Debtor’s sale process, the Debtor will make a similar determination with respect to the Remaining Property located at the Brooklyn Premises, and seeks to abandon any such Remaining Property effective as of February 28, 2026 at 5:00 p.m. (ET).

24. Accordingly, the Debtor respectfully requests that the Court deem the Rejected Leases rejected effective as of the Rejection Date and authorize the Debtor to abandon the Remaining Property at the Rejected Leases as set forth above.

COMPLIANCE WITH BANKRUPTCY RULE 6006(f)

25. Bankruptcy Rule 6006(f) establishes requirements for a motion to reject multiple executory contracts or unexpired leases that are not between the same parties. Rule 6006(f) states, in part, that such motion shall:

- a. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- b. list parties alphabetically and identify the corresponding contract or lease;
- c. specify the terms, including the curing of defaults, for each requested assumption or assignment;
- d. specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;
- e. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- f. be limited to no more than 100 executory contracts or unexpired leases.

The Debtor respectfully submits that the relief requested in this Motion complies with the requirements of Bankruptcy Rule 6006(f).

RESERVATION OF RIGHTS

26. Nothing in the Proposed Order or this Motion: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtor and its estate; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtor and its estate with respect to the validity, priority, or amount of any claim against the Debtor and its estate; or (c) shall be construed as a promise to pay a claim.

NOTICE

27. Notice of this Motion will be given to: (a) the U.S. Trustee; (b) counsel to the DIP Lender; (c) counsel to The Chernin Group; (d) counsel to Avidbank; (e) proposed counsel to the

Committee; (f) the United States Attorney for the District of Delaware; (g) the Internal Revenue Service; (h) the state attorneys general for states in which the Debtor conducts business; (i) the United States Securities and Exchange Commission; (j) the Counterparties or their counsel, if known, via overnight mail; and (k) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, under the circumstances, no other or further notice is required.

WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Order granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: January 30, 2026
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

/s/ Andrew M. Lee
Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
Elizabeth S. Justison (No. 5911)
S. Alexander Faris (No. 6278)
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*Proposed Counsel for the Debtor
and Debtor in Possession*

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

FOOD52, INC.,¹

Debtor.

Chapter 11

Case No. 25-12277 (LSS)

Hearing Date:
To Be Determined

Objection Deadline:
February 13, 2026 at 4:00 p.m. (ET)

NOTICE OF MOTION

PLEASE TAKE NOTICE that the above-captioned debtor and debtor in possession (the “**Debtor**”) filed the *Debtor’s Second (2nd) Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Certain Unexpired Leases of Nonresidential Real Property and Executory Contracts, Effective as of the Rejection Date; (II) Abandonment of Certain Remaining Personal Property Located at the Leased Premises; and (III) Granting Related Relief* (the “**Motion**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed on or before **February 13, 2026 at 4:00 p.m. (ET)** (the “**Objection Deadline**”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned proposed counsel to the Debtor so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION IS SCHEDULED TO BE HELD ON **A DATE TO BE DETERMINED** BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 2, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

¹ The Debtor in this chapter 11 case is Food52, Inc. and the last four digits of the Debtor’s federal tax identification number are 2738. For the purpose of this chapter 11 case, the Debtor’s service address is 1 Dock 72 Way, 13th Floor, Brooklyn, New York 11205.

Dated: January 30, 2026
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

/s/ Andrew M. Lee

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*Proposed Counsel for the Debtor
and Debtor in Possession*

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FOOD52, INC.,¹

Debtor.

Chapter 11

Case No. 25-12277 (LSS)

Ref. Docket No. __

SECOND (2ND) OMNIBUS ORDER AUTHORIZING (I) REJECTION OF CERTAIN UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND EXECUTORY CONTRACTS, EFFECTIVE AS OF THE REJECTION DATE; (II) ABANDONMENT OF CERTAIN REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED PREMISES; AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion (the “**Motion**”)² of the above-captioned debtor and debtor in possession (collectively, the “**Debtor**”) for the entry of an order (this “**Order**”) authorizing the Debtor (a) to reject the Rejected Leases set forth on **Exhibit 1** to this Order, effective as of January 31, 2026 (the “**Rejection Date**”), (b) to abandon certain Remaining Property located on the Premises subject to the Rejected Leases, (c) to reject the Rejected Contracts set forth on **Exhibit 2** to this Order, effective as of the Rejection Date, and (d) granting related relief, all as more fully set forth in the Motion; and upon consideration of the record of this chapter 11 case; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required except as otherwise provided herein; and it appearing that this Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper

¹ The Debtor in this chapter 11 case is Food52, Inc. and the last four digits of the Debtor’s federal tax identification number are 2738. For the purpose of this chapter 11 case, the Debtor’s service address is 1 Dock 72 Way, 13th Floor, Brooklyn, New York 11205.

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

pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court, if any; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtor, its estate, and its creditors; and after due deliberation and sufficient cause appearing therefore, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED**, as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Agreements, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected by the Debtor, with such rejection being effective as of the Rejection Date.
3. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
4. The Debtor is authorized, but not directed, to abandon the Remaining Property that is owned by the Debtor and located on the Premises, effective as of the Rejection Date, with respect to the Portland Premises, and effective as of February 28, 2026 at 5:00 p.m. (ET), with respect to the Brooklyn Premises, unless such date is extended by agreement with the Brooklyn Landlord. Any furniture, fixtures, or equipment, or other personal property remaining on the Premises as of the Rejection Date, with respect to the Portland Premises, and as of February 28, 2026 at 5:00 p.m. (ET), with respect to the Brooklyn Premises, unless such date is extended by agreement with the Brooklyn Landlord, is deemed abandoned effective as of such date without further order of this Court, free and clear of all liens, claims, interests, or other encumbrances. The Landlords, as of the Rejection Date, with respect to the Portland Premises, and as of February 28, 2026 at 5:00 p.m. (ET), with respect to the Brooklyn Premises, are authorized to use or dispose of any such

property in their sole discretion, without notice or liability to the Debtor or any consenting third party and without further notice or order of this Court.

5. If the Debtor has deposited monies with a Counterparty to a Rejected Lease set forth on **Exhibit 1** hereto as a security deposit or other arrangement, such Counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.

6. The Debtor is authorized to enter into an access agreement with the Brooklyn Landlord for the purposes of removing the Debtor-owned personal property from the Brooklyn Premises prior to February 28, 2026 at 5:00 p.m. (ET).

7. Any person or entity that holds a claim that arises from the Rejected Agreements must file a proof of claim based on such rejection within thirty (30) days of the date hereof.

8. Nothing in this Order (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtor and its estate; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtor and its estate with respect to the validity, priority, or amount of any claim against the Debtor and its estate; or (c) shall be construed as a promise to pay any claim.

9. The Debtor is authorized to take any and all actions necessary to effectuate the relief granted herein.

10. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

11. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT 1**Rejected Leases**

Landlord	Landlord Address	Rejected Lease Address
BNY Tower Associates LLC	800 Boylston Street, Suite 1900 Boston, MA 02199	One Dock 72 Way Brooklyn, New York 11205
Schoolhouse Factory LLC	19430 Randall Court Bend, Oregon 97702	2181 NW Nicolai Street Portland, Oregon 97210

EXHIBIT 2**Rejected Contracts**

Title of Contract	Counterparty	Address
IT Managed Services Agreement	TeamLogic IT of Portland	4300 NE Fremont Street, Suite 230 Portland, OR 97213
Agreement	Zayo Group, LLC	PO Box 734521 Chicago, IL 60673