

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

FOOD52, INC.,¹

Debtor.

Chapter 11

Case No. 25-12277 (LSS)

**SUPPLEMENTAL NOTICE OF POSSIBLE ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
IN CONNECTION WITH SALE**

PLEASE TAKE NOTICE THAT on December 29, 2025, the above-captioned debtor and debtor in possession (the “**Debtor**”) filed with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) its motion (the “**Motion**”)² for entry of (i) an order (a) approving bidding procedures, substantially in the form attached as Annex 1 to the Bidding Procedures Order (the “**Bidding Procedures**”), to govern the marketing and sale of all or substantially all of the Debtor’s assets (the “**Assets**”), (b) authorizing the Debtor to schedule an auction to sell the Assets (the “**Auction**”), (c) scheduling the hearing to approve a sale of the Assets (the “**Sale Hearing**”), (d) designating the Stalking Horse Bidder and Stalking Horse Bid, (e) approving the form and manner of notice of the proposed sale transactions, the Bidding Procedures, the Auction, the Sale Hearing, and related dates and deadlines, and (f) authorizing procedures governing the assumption and assignment of certain executory contracts and unexpired leases (the “**Assumed Contracts**”) to the prevailing bidder(s) acquiring the Assets (each, a “**Successful Bidder**”); and (ii) one or more orders (collectively, the “**Sale Order**”) (a) approving the applicable form(s) of purchase agreement between the Debtor and the Stalking Horse Bidder (as defined below) or any other Successful Bidder(s), and (b) authorizing the sale(s) (collectively, the “**Sale**”) of the Assets and the assumption and assignment of the Assigned Contracts to the Stalking Horse Bidder or such other Successful Bidder free and clear of all liens, claims, encumbrances, and other interests (collectively, “**Liens**”), other than any permitted Liens as set forth in the applicable form(s) of purchase agreement.

PLEASE TAKE FURTHER NOTICE THAT the Sale Hearing to approve the Sale to the Successful Bidder, free and clear of all Liens (with any such Liens attaching to the net proceeds of the Sale with the same rights and priorities therein as in the sold Assets), shall take place at

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 or in the Bidding Procedures. Any summary of the Bidding Procedures Order or the Bidding Procedures contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.



2:00 p.m. (prevailing Eastern time) on February 10, 2026, 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, pursuant to the Bidding Procedures Order, the Auction shall be held at the offices of Young Conaway Stargatt & Taylor, LLP, or such other location identified in a notice filed on the docket, on **February 5, 2026 at 10:00 a.m. (prevailing Eastern Time)**. Only Qualified Bidders (including the Stalking Horse Bidder) shall be entitled to bid at the Auction. If a Successful Bidder fails to consummate the approved transactions contemplated by its Successful Bid, the Debtor, in consultation with the Consultation Parties, may select the applicable Backup Bidder as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes. The Debtor shall (1) provide written notice to the Backup Bidder and file and serve a notice disclosing the Debtor's intent to proceed with the Backup Bidder (the "**Notice of Backup Bidder**"), which shall establish a seven (7) day period for Counterparties to executory contracts or unexpired leases to object to assumption and assignment of the Assumed Contracts to the Backup Bidder, and (2) to the extent any responses to the Notice of Backup Bidder are received, schedule a telephonic status conference, which may be expedited, upon reasonable notice under the circumstances, at which time a hearing will be held with respect to any unresolved responses. To the extent no responses are received, the Debtor may submit a form of sale order approving the sale to the Backup Bidder under certification of counsel. The Sale Hearing may be adjourned by the Debtor with the consent of the DIP Lender from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice or hearing agenda on the docket of the Debtor's chapter 11 case.

PLEASE TAKE FURTHER NOTICE THAT, on January 13, 2026, the Debtor filed the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 85] (the "**Initial Cure Notice**"). Objections to the Initial Cure Notice were due by January 27, 2026 at 4:00 p.m. (prevailing Eastern Time). Nothing in this Notice shall affect or extend the deadline to respond to the Initial Cure Notice.

PLEASE TAKE FURTHER NOTICE THAT the Debtor is hereby filing this *Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts in Connection with Sale* to disclose revisions to the cure amounts (the "**Revised Cure Amounts**") for certain Assumed Contracts that were listed on the Initial Cure Notice, as set forth in the schedule attached hereto as **Exhibit 1** (the "**Initial Cure Notice Revisions**"). The Revised Cure Amounts were revised by agreement with the applicable counterparties (each a "**Counterparty**" and, collectively, the "**Counterparties**") to the Assumed Contracts.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to the Bidding Procedures Order, Counterparties may raise objections as to adequate assurance of future performance by, or on the basis of the identity of, the Successful Bidder, other than the Stalking Horse Bidder, until **February 6, 2026 at 4:00 p.m. (ET)** (the "**Buyer Specific Objection Deadline**"). Any such objection must be filed and served on the following Objection Notice Parties, so as to be actually received by the Buyer Specific Objection Deadline:

- (a) proposed counsel for the Debtor, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Esq. (mnestor@ycst.com), Kara Hammond Coyle, Esq. (kcoyle@ycst.com), Elizabeth S. Justison, Esq. (ejustison@ycst.com), S. Alexander Faris, Esq. (afaris@ycst.com), and Andrew M. Lee, Esq. (alee@ycst.com);
- (b) counsel for the DIP Lender, Moore & Van Allen PLLC, 100 N. Tryon Street, Suite 4700, Charlotte, North Carolina 28202, Attn: James R. Langdon, Esq. (jimlangdon@mvlaw.com) and C. Cowden W. Rayburn, Esq. (cowdenrayburn@mvlaw.com), and Chipman Brown Cicero & Cole, LLP, 1313 N. Market Street, Wilmington, Delaware 19801, Attn: William E. Chipman Jr., Esq. (chipman@chipmanbrown.com);
- (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware, 19801, Attn: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov); and
- (d) proposed counsel to the official committee of unsecured creditors, Robinson & Cole LLP, 1650 Market Street Suite 3030, Philadelphia, Pennsylvania 19103, Attn: Rachel Jaffe Mauceri, Esq. (rmauceri@rc.com), Jamie L. Edmonson, Esq. (JEdmonson@rc.com), and Evan M. Lazerowitz, Esq. (ELazerowitz@rc.com).

Any such objection must be filed and served on the Debtor and its counsel and the applicable Successful Bidder or Stalking Horse Bidder (if any), as applicable, and its counsel, so as to actually be received by the Buyer Specific Objection Deadline. Any such unresolved objections shall be heard at the Sale Hearing, unless otherwise agreed by the parties.

PLEASE TAKE FURTHER NOTICE THAT, at the Sale Hearing, the Debtor will seek Court approval of the assumption and assignment to the Successful Bidder of only those Assumed Contracts that have actually been selected by the Successful Bidder to be assumed and assigned (collectively, the “**Selected Contracts**”). The Debtor and its estate reserve any and all rights with respect to any Assumed Contracts that are not ultimately designated as Selected Contracts.

PLEASE TAKE FURTHER NOTICE THAT nothing contained in this notice or on the exhibits hereto shall constitute a waiver of any rights of the Debtor and its estate or an admission with respect to the Debtor’s chapter 11 case, including, but not limited to, any issues involving objections to claims, setoff or recoupment, equitable subordination or recharacterization of debt, defenses, characterization or re-characterization of contracts, leases and claims, assumption or rejection of contracts and leases and/or causes of action arising under the Bankruptcy Code or any other applicable laws.

If no Contract Objection is timely received with respect to an Assumed Contract: (i) the Counterparty to such Assumed Contract shall be deemed to have consented to the assumption by the Debtor and assignment to the Successful Bidder of the Assumed Contract, and be forever barred from asserting any objection with regard to such assumption and assignment (including, without limitation, with respect to adequate assurance of future performance by the Successful Bidder); (ii) any and all defaults under the Assumed Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code upon payment of the Proposed Cure Amount set forth in this Cure Notice for such Assumed Contract; and (iii) the Proposed Cure Amount set forth in this Cure Notice for such Assumed Contract shall be controlling, notwithstanding anything to the contrary in such Assumed Contract, or any other related document, and the Counterparty shall be deemed to have consented to the Proposed Cure Amount and shall be forever barred from asserting any other claims related to such Assumed Contract against the Debtor and its estate or the Successful Bidder, or the property of any of them, that existed prior to the entry of the order resolving the Contract Objections.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain copies of the Motion, the Bidding Procedures, the Bidding Procedures Order, the applicable underlying agreements, or any other pleadings or orders of the Bankruptcy Court, they are publicly available, for a fee via PACER at: <http://www.deb.uscourts.gov>, or free of charge from the claims agent at <https://www.veritaglobal.net/Food52>. Such documents and pleadings may also be obtained by calling the Debtor's restructuring hotline at 866-967-1780 (toll-free) or +1 310-751-2680 (international).

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Dated: February 2, 2026
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Elizabeth S. Justison

Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
Elizabeth S. Justison (No. 5911)
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*Proposed Counsel for the Debtor
and Debtor in Possession*

EXHIBIT 1

Initial Cure Notice Revisions

FOOD52, INC*Executory Contracts with revised Cure Amounts as of 01.30.2026*

Index #	Legal Entity	Nature of the Debtor's Interest	Counterparty Name	Address	Contract Name	Date	Cure Amount (original)	Cure Amount (Revised)
9	Food52, LLC	IT Agreement / License	Attentive Mobile Inc.	221 River Street Suite 9047 Hoboken, NJ 07030	Service Agreement and Order Form	11/1/2024	\$34,955.23	\$46,187.48
23	Food52, LLC	Services Agreement	Connor Group International LLC	990 South Rock Boulevard Suite F Reno, NV 89502	Buying Agency Agreement	4/17/2024	\$75,964.49	\$87,005.69
33	Food52, LLC	Services Agreement	Google Ads	1600 Amphitheatre Pkwy Mountain View, CA 94043	Agreement		\$0.00	\$66,880.11
70	Food52, LLC	Maintenance / Service Contract	Taskus Holdings Inc	TaskUs Inc. 1650 Independence Dr Ste 100 New Braunfels, TX 78132	Master Service Agreement and subsequent scope of works	1/16/2024	\$129,737.96	\$177,537.96