

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

In re:

FOOD52, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 25-12277 (LSS)

**SECOND 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**”)<sup>2</sup> 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

<sup>1</sup> 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.

<sup>2</sup> 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 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**, on February 2, 2026, the Debtor filed the *Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts* [Docket No. 165], which disclosed consensual revisions to the cure amounts for certain Assumed Contracts listed on the Initial Cure Notice.

**PLEASE TAKE FURTHER NOTICE THAT**, the Debtor is hereby filing this *Second Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts* (this "**Second Supplemental Cure Notice**") to add certain potentially Assumed Contracts and corresponding cure amounts (the "**Proposed Cure Amounts**"), if any, that the Debtor believes is required to be paid to the applicable counterparties (each a "**Counterparty**" and collectively, the "**Counterparties**") to the Assumed Contracts under sections 365(b)(1)(A) and (B) of the Bankruptcy Code, a schedule of which is attached hereto as **Exhibit 1** (the "**Additional Contracts**").

**PLEASE TAKE FURTHER NOTICE THAT** each Counterparty listed in the Second Supplemental Cure Notice shall have until **4:00 p.m. (prevailing Eastern time) on February 18, 2026** (the “**Contract Objection Deadline**”) to object to the assumption and assignment of its Contract on any grounds, including, without limitation, (a) the amount of the Proposed Cure Amounts (and must state, in its objection, with specificity, what cure amount is required with appropriate documentation in support thereof) and (b) the provision of adequate assurance of future performance (each, a “**Contract Objection**”). Any such objection must be filed and served on the following parties (collectively, the “**Objection Notice Parties**”), so as to be actually received by the Contract 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).

If any objections to the amount of the Proposed Cure Amounts remain unresolved as of the date of the Closing of the Sale of the Assets, the Debtor may (but is not required to) deposit the disputed amount of Proposed Cure Amounts relating to such Asset(s) in a segregated account to hold pending resolution of such objections.

**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 4, 2026  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

*/s/ Elizabeth S. Justison*

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

**EXHIBIT 1**

**Additional Contracts**

**Food52, LLC**

Executory Contracts 2.342026

Index #	Legal Entity	Nature of the Debtor's Interest	Counterparty Name	Address	Contract Name	Date	End Date	Cure Amount
89	Food52, LLC	Marketing Agreement	Nash Martinez	Address on file	EXCLUSIVE LIGHTING DESIGN LICENSE AGREEMENT	3/1/2021		\$62.00
90	Food52, LLC	Marketing Agreement	Amanda Jane Jones	Address on file	Artist Agreement	3/12/2021		\$1,313.19
91	Food52, LLC	Marketing Agreement	Egg Press Thistle	100 NE Farragut Street Suite G01, Portland, OR	Spring 2016 Collection Agreement	1/19/2016		\$411.51
92	Food52, LLC	Marketing Agreement	International Business Machines Corporation	New Orchard Road, Armonk, NY 10504	Trademark License Agreement	12/1/2011		\$0.00
93	Food52, LLC	Marketing Agreement	Jim Golden	Address on file	Artist Agreement	12/11/2019		\$125.00
94	Food52, LLC	Marketing Agreement	Leah Giberson	Address on file	Fall 2022 Launch - Artist Agreement	11/11/2021		\$177.14
96	Food52, LLC	Marketing Agreement	Aimee Miller LLC	Address on file	Design Services, License, and Royalty Agreement	3/17/2023		\$2,480.77
97	Food52, LLC	Marketing Agreement	Katerine Watson	Address on file	ASSIGNMENT AND ROYALTY AGREEMENT	3/31/2023		\$201.31
98	Food52, LLC	Marketing Agreement	Rachel Murray LLC	Address on file	Design Services, License, and Royalty Agreement	7/30/2025		\$5,918.06
99	Food52, LLC	Marketing Agreement	Tovin Design Limited (Blake Tovin)	70 S. Franklin St. Nyack, NY 10960	DESIGN LICENSE AGREEMENT	12/1/2022		\$173.71
100	Food52, LLC	Marketing Agreement	Folk PDX LLC	5540 Southeast Long Street, Portland, OR 97206	Kyoto Collection Agreement			\$4,437.44
101	Food52, LLC	Marketing Agreement	Anisa Makhoul	Address on file	LICENSING AGREEMENT	7/1/2024		\$343.81
102	Food52, LLC	Marketing Agreement	Melissa Lakey LLC c/o The Jacky Winter Group LLC	228 Park Ave S; PMB 66862, New York, NY, 10003-1502	LICENSING AGREEMENT	7/23/2024		\$1,514.56
103	Food52, LLC	Marketing Agreement	Roll & Hill LLC	6192 Valduga Dr SW, Byron Center, MI 49315	Design License Agreement	12/19/2022		\$1,591.33