

**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. 161

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.


LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

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