

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:
March 27, 2026 at 10:00 a.m. (ET)

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

**DEBTOR'S FOURTH (4TH) OMNIBUS MOTION FOR ENTRY OF AN
ORDER AUTHORIZING (I) REJECTION OF CERTAIN EXECUTORY
CONTRACTS, EFFECTIVE AS FEBRUARY 28, 2026,
AND (II) GRANTING RELATED RELIEF**

**THE COUNTERPARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR
RESPECTIVE NAME AND CONTRACT DESCRIPTION IN THE SCHEDULE
ATTACHED TO THE PROPOSED ORDER AS EXHIBIT 1.**

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 reject those certain executory contracts (including any amendments or modifications thereto, collectively, the “**Rejected Contracts**,” and the counterparties to such Rejected Contracts, collectively, the “**Counterparties**”)² set forth on Exhibit 1 to the Proposed Order, effective as of February 28, 2026 (the “**Rejection Date**”). In support of this Motion, the Debtor respectfully states as follows:

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 The inclusion of any contract, or other agreement on Exhibit 1 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 is or is not an executory contract or that such contract 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 Contracts under section 365 of the Bankruptcy Code, applicable non-bankruptcy



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 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 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.

law, or otherwise, including, without limitation, any and all rights to argue that the Rejected Contracts do not constitute executory contracts and that the Rejected Contracts expired prior to the Rejection Date.

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 SALE PROCESS AND THE REJECTED CONTRACTS

5. As set forth more fully in the First Day Declaration, the Debtor has been engaged in a comprehensive marketing and sale process for its businesses since September 2025. Following an extensive marketing process, which culminated in a bid deadline of February 3, 2026, and an auction on February 5, 2026, the Debtor selected the following successful bidders for each of its businesses:

Brand	Successful Bidder
Food52	F52, LLC <u>Purchase Price:</u> \$9.9 million plus the assumption of certain liabilities. F52, LLC’s aggregate purchase price consists of a credit bid of all amounts owed under the DIP Facility ⁴ and a cash payment for the balance.
Schoolhouse	Troy-CSL Lighting, Inc. <u>Purchase Price:</u> \$2.2 million in cash plus the assumption of certain liabilities.
Dansk	Form Portfolios LLC <u>Purchase Price:</u> (i) \$250,000 in cash, <i>plus</i> (ii) the waiver of any administrative expense claim entitled to priority under sections 503(b) or 507(a)(2) of the Bankruptcy Code that Form Portfolios LLC may hold against the Debtor.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

⁴ As defined in the *Final Order (I) Authorizing the Debtor to Obtain Postpetition Financing; (II) Granting Liens and Providing Superpriority Administrative Expense Status; (III) Authorizing Use of Cash Collateral; (IV) Granting Adequate Protection; (V) Modifying the Automatic Stay; and (VI) Granting Related Relief* [Docket No. 134].

6. On February 11, 2026, the Court entered orders authorizing: (i) the sale of the Debtor's Food52 business to F52, LLC; (ii) the sale of the Debtor's Schoolhouse business to Troy-CSL Lighting, Inc.; and (iii) the sale of the Debtor's Dansk business to Form Portfolios LLC. *See* Docket Nos. 210, 211 & 212. The sales closed on February 13, 2026. *See* Docket No. 215. The executory contracts assumed and assigned to each buyer are identified in the schedules to their respective asset purchase agreements.

7. With its sale process complete, the Debtor has ceased most operations and is now focused on winding down its affairs, proposing a chapter 11 plan of liquidation, and distributing its remaining assets to creditors. Accordingly, the Debtor no longer requires, and will not derive any benefit from, the Rejected Contracts. In addition, despite the Debtor's extensive pre- and post-petition marketing and sale process, no parties expressed interest in the Rejected Contracts. Accordingly, to avoid incurring administrative expenses for agreements that do not provide, and could not provide, any benefit to the Debtor's estate, the Debtor seeks to reject the Rejected Contracts, effective as of the Rejection Date.

RELIEF REQUESTED

8. By this Motion, the Debtor seeks entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, authorizing the Debtor to 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 unnecessary contracts, the Debtor submits that this relief is necessary and appropriate.

BASIS FOR RELIEF

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

9. 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 contracts and/or leases. Fed. R. Bankr. P. 6006(f).

10. The standard applied by courts to determine whether the assumption or rejection of an unexpired nonresidential lease or executory contract 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.”); *In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003).

11. In applying the business judgment standard, bankruptcy courts give deference to a debtor’s decision to assume or reject leases and executory contracts. *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.”).

12. Rejection of the Rejected Contracts is well within the Debtor’s reasonable business judgment and will serve to maximize the value of its estate. 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. Additionally, this Motion, which is being served on the Counterparties and/or their agents or representatives by overnight delivery and electronic mail (where available), is a statement to such Counterparties that the Debtor is unequivocally surrendering its interests in the Rejected Contracts as of the Rejection Date.

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

13. 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”).

14. 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.”).

15. Here, the equities of this chapter 11 case favor the Court’s approval of the retroactive rejection of the Rejected Contracts to the Rejection Date. As discussed above, the Debtor closed on the sales of substantially all of its assets on February 13, 2026, and is now in the process of winding down its affairs. Thus, the Debtor has no need for the Rejected Contracts and continuing to maintain them would only cause the Debtor to incur unnecessary administrative expenses.

16. Moreover, the Counterparties will not be unduly prejudiced if the Rejected Contracts 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) and by overnight mail on the date hereof stating that the Debtor intends to reject the Rejected Contracts effective as of the Rejection Date.

17. 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 Contracts, the Debtor respectfully submits that the retroactive rejection of the Rejected Contracts as of the Rejection Date is appropriate.

18. Accordingly, the Debtor respectfully submits that the Court deem the Rejected Contracts rejected effective as of the Rejection Date.

COMPLIANCE WITH BANKRUPTCY RULE 6006(f)

19. 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

20. 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

21. Notice of this Motion will be given to: (a) 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.

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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: February 27, 2026
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

/s/ James C. Diver

Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
Elizabeth S. Justison (No. 5911)
Andrew M. Lee (No. 7078)
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*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:

March 27, 2026 at 10:00 a.m. (ET)

Objection Deadline:

March 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 Fourth (4th) Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Certain Executory Contracts, Effective as of February 28, 2026, and (II) 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 **March 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 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 WILL BE HELD ON MARCH 27, 2026 AT 10:00 A.M. (ET) 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: February 27, 2026
Wilmington, Delaware

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TAYLOR, LLP**

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*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. __

**FOURTH (4TH) OMNIBUS ORDER AUTHORIZING (I) REJECTION OF CERTAIN
EXECUTORY CONTRACTS, EFFECTIVE AS OF FEBRUARY 28, 2026,
AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “**Motion**”)² of the above-captioned debtor and debtor in possession (the “**Debtor**”) for the entry of an order (this “**Order**”) authorizing the Debtor to reject the Rejected Contracts set forth on **Exhibit 1** to this Order, effective as of February 28, 2026 (the “**Rejection Date**”), and 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 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

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

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 Contracts, 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. If the Debtor has deposited monies with a Counterparty to a Rejected Contract 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.
5. Any person or entity that holds a claim that arises from the Rejected Contracts must file a proof of claim based on such rejection by 5:00 p.m. (prevailing Eastern Time) on the date that is twenty-one (21) days following service of this Order.
6. 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.
7. The Debtor is authorized to take any and all actions necessary to effectuate the relief granted herein.

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

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

EXHIBIT 1

Rejected Contracts

Description	Counterparty Name	Address	Contract Name	Date
IT Agreement / License	Carta	333 Bush Street, Suite 2300 San Francisco, CA 94104	Agreement	
IT Agreement / License	Degree, Inc. DBA Lattice	360 Spear Street Floor 4 San Francisco, CA 94105	License Agreement	9/1/2022
Employment Agreement	Erika Badan	Address on file	Employment Agreement	4/25/2024
Maintenance / Service Contract	Microsoft Online, Inc	PO Box 847543 Dallas, TX 75284-7543	Agreement	
IT Agreement / License	Shopify	151 O'Connor Street, Ground Floor Ottawa, ON K2P 2L8 Canada	Shopify Plus Agreements for Schoolhouse	
IT Agreement / License	Shopify	151 O'Connor Street, Ground Floor Ottawa, ON K2P 2L8 Canada	Shopify Plus Agreements for Food52	
IT Agreement / License	Shopify	151 O'Connor Street, Ground Floor Ottawa, ON K2P 2L8 Canada	Shopify Plus Agreements for Dansk	
IT Agreement / License	Vercel	440 North Barranca Avenue Covina, CA 91723	IT Agreement	