

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 Nos. 15, 80 & 210

DECLARATION OF ERIKA BADAN IN SUPPORT OF ENTRY OF AMENDMENT TO ORDER AUTHORIZING (I) THE SALE OF THE DEBTOR’S FOOD52 ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (II) THE DEBTOR TO ENTER INTO AND PERFORM ITS OBLIGATIONS UNDER THE ASSET PURCHASE AGREEMENT AND RELATED DOCUMENTS; (III) THE DEBTOR TO ASSUME AND ASSIGN CERTAIN CONTRACTS; (IV) WAIVER OF THE STAY PERIODS UNDER BANKRUPTCY RULES 6004(h) AND 6006(d); AND (V) GRANTING RELATED RELIEF

Pursuant to 28 U.S.C. § 1746, I, Erika Badan, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the Chief Executive Officer (“CEO”) of Food52, Inc. (the “Debtor”), having served in that position since my appointment in April 2024. As CEO, I am familiar with the day-to-day operations, businesses, financial affairs, and books and records of the Debtor.

2. I am familiar with 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;*

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.



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] (the “**Sale Motion**”).² I submit this supplemental declaration (this “**Declaration**”) in support of entry of the Amendment to Order Authorizing (I) the Sale of the Debtor’s Food52 Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests; (II) the Debtor to Enter Into and Perform Its Obligations Under the Asset Purchase Agreement and Related Documents; (III) the Debtor to Assume and Assign Certain Contracts; (IV) Waiver of the Stay Periods Under Bankruptcy Rules 6004(H) and 6006(D); and (V) Granting Related Relief (the “**Food52 Sale Order Amendment**”) and as a supplement to the Declaration of Erika Badan in Support of Entry of Sale Orders Authorizing (I) the Sale of the Debtor’s Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests; (II) the Debtor to Enter Into and Perform Its Obligations Under the Asset Purchase Agreements and Related Documents; (III) the Debtor to Assume and Assign Certain Contracts; (IV) Waiver of the Stay Periods Under Bankruptcy Rules 6004(h) and 6006(d); and (V) Granting Related Relief [Docket No. 196] (the “**Initial Declaration**”). The Initial Declaration is incorporated herein by reference.

3. The facts set forth in this Declaration are based on my personal knowledge, my discussions with other members of the Debtor’s management, employees, and advisors, my review of relevant documents, or my opinion based on my experience, knowledge, and information concerning the Debtor’s operations, financial condition, and business affairs. If called to testify, I would testify competently to the facts set forth in this Declaration and I am authorized to submit this Declaration on behalf of the Debtor.

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Sale Motion or the Initial Declaration, as applicable.

4. As more fully described in the *Declaration of Erika Badan in Support of Chapter 11 Petition and First Day Motions* [Docket No. 2] and in the Initial Declaration, the Debtor and its investment bankers undertook an extensive pre and postpetition marketing process for the sale of the Debtor's assets. That marketing process included all of the Debtor's media and programmatic sales and accounts receivable generated through December 31, 2025 (the "**2025 Media Receivables**"), which were specifically discussed with multiple potential bidders. The 2025 Media Receivables are past-due accounts receivable owed by current customers of the Food52 business. As of February 5, 2026, when the Debtor held the Auction, F52, LLC (the "**Food52 Buyer**"), the buyer of the Food52 business, expressed interest in acquiring the 2025 Media Receivables, but the Debtor and the Food52 Buyer were unable to reach an agreement on terms acceptable to both parties at that time. No other parties expressed interest in acquiring the 2025 Media Receivables, despite the Debtor's efforts to sell the 2025 Media Receivables throughout its marketing process.

5. At the Auction, on February 5, 2026, the Debtor selected successful bidders for each of its three businesses, including the Food52 Buyer as the successful bidder of the Food52 assets. On February 11, 2026, the Court entered orders approving the sales [Docket Nos. 210-212], including the sale of Food52 assets to the Food52 Buyer (the "**Food52 Sale**" and such order, the "**Food52 Sale Order**"). The 2025 Media Receivables were expressly carved out from the Food52 Sale and listed as an Excluded Asset in the asset purchase agreement for the Food52 Sale (the "**Asset Purchase Agreement**," attached to the Food52 Sale Order as Exhibit A). The sales closed on February 13, 2026 [Docket No. 215].

6. Following the closing of the Food52 Sale, the Debtor continued to discuss the potential sale of certain of the 2025 Media Receivables to the Food52 Buyer. In addition to being

the only party who expressed interest in the 2025 Media Receivables as part of the marketing and sale process, the Food52 Buyer was also uniquely positioned to acquire the 2025 Media Receivables because it acquired the Food52 business and thus has an invested interest in maintaining relationships with Food52 customers, including those who owe the past-due accounts receivable.

7. Ultimately, on March 2, 2026, the Debtor and the Food52 Buyer reached an agreement in principle on the sale of certain of the 2025 Media Receivables for \$625,000 in cash. On March 6, 2026, the Debtor and the Food52 Buyer entered into a short amendment to the Asset Purchase Agreement to add the Purchased 2025 Media Receivables (as defined in the Asset Purchase Agreement amendment (the “**Asset Purchase Agreement Amendment**”), attached hereto as **Exhibit 1**), as a Purchased Asset and to increase the purchase price by \$625,000 in cash, which reflects less than a 5% increase in price over the value of the sale price for the Food52 business approved by the Court on February 11, 2026.³

8. I believe that entry of the Food52 Sale Order Amendment, authorizing the Debtor to enter into the Asset Purchase Agreement Amendment and to sell the Purchased 2025 Media Receivables to the Food52 Buyer is in the best interests of the Debtor’s estate. The Purchased 2025 Media Receivables total approximately \$1.6 million. Of that amount, the Food52 Buyer can move forward with collection efforts for approximately \$429,000 immediately upon entry of the Food52 Sale Order Amendment. The remaining amount of the Purchased 2025 Media Receivables require some additional work before the Food52 Buyer may proceed with its collection efforts. Given that these accounts receivable are already past due, and that some

³ The purchase price for the Food52 Sale was \$9.9 million (consisting of a credit bid of all amounts owed under the DIP Facility and the balance in cash). The purchase price accounts for a \$400,000 credit for the Food52 Buyer’s Break-Up Fee and Expense Reimbursement as the Stalking Horse Bidder, resulting in a total value of \$10.3 million.

additional work is necessary to collect on a majority of the accounts receivable, time is of the essence, and it is critical that the sale be authorized as soon as possible. The Food52 Buyer has advised the Debtor that it will not move forward with the sale at the same price if there is any delay with the sale, due to its concerns that the accounts receivable will become less collectible as time passes.

9. As noted above, the 2025 Media Receivables were marketed during the sale process and no other party expressed interest in the 2025 Media Receivables. The sale of the Purchased 2025 Media Receivables will result in an additional \$625,000 in cash for the Debtor's estate. I believe that the terms contained in the Asset Purchase Agreement Amendment provide a greater recovery for the Debtor's estate for the Purchased 2025 Media Receivables than would be provided by any other available alternative, and that such agreement represents a fair and reasonable offer.

10. Given all of the circumstances of this chapter 11 case and the adequacy and fair value of the consideration provided by the Food52 Buyer, I believe that the sale of the Purchased 2025 Media Receivables constitutes a reasonable and sound exercise of the Debtor's business judgment, is in the best interests of the Debtor, its estate, its creditors, and other parties in interest, and should be approved.

11. I further believe that the Debtor has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the sale of the Purchased 2025 Media Receivables outside the ordinary course of business. The sound business reasons for the sale of the Purchased 2025 Media Receivables include, but are not limited to, that (i) the sale of the Purchased 2025 Media Receivables to the Food52 Buyer constitutes the highest, best, and only offer for the Purchased 2025 Media Receivables, (ii) the closing thereon will present the best

opportunity to realize the value of the Purchased 2025 Media Receivables, and (iii) any other transaction, including a delay of this transaction, would not have yielded as favorable an economic result.

12. In my opinion, the Debtor and the Food52 Buyer have acted in good faith in connection with the sale of the Purchased 2025 Media Receivables in that, among other things, (i) the Debtor was free to deal with any other party interested in acquiring the Purchased 2025 Media Receivables and (ii) the negotiation and execution of the Asset Purchase Agreement Amendment were at arm's-length and in good faith. In my opinion, there has been no improper conduct by the Food52 Buyer in connection with the negotiation of the Asset Purchase Agreement Amendment and related documents with the Debtor.

13. In my opinion, the sale of the Purchased 2025 Media Receivables pursuant to the terms of the Asset Purchase Agreement Amendment is the best way to maximize value for the Debtor's estate.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 6, 2026

/s/ Erika Badan
Erika Badan
Chief Executive Officer
Food52, Inc.

EXHIBIT 1

Asset Purchase Agreement Amendment

**SECOND AMENDMENT
TO
AMENDED AND RESTATED ASSET PURCHASE AGREEMENT**

This **SECOND AMENDMENT TO AMENDED AND RESTATED ASSET PURCHASE AGREEMENT** (this “*Amendment*”) is effective as of March 6, 2026, by and between F52, LLC, a Delaware limited liability company (“*Buyer*”), and Salt House, Inc., a Delaware corporation (formerly FOOD52, INC.) (“*Seller*”). Buyer and Seller may be referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Parties are party to that certain Amended and Restated Asset Purchase Agreement, dated as of February 6, 2026, by and among Buyer and Seller, as amended by the First Amendment thereto, dated as of February 13, 2026, by and between Buyer and Seller, (as the same may be amended, restated or otherwise modified from time to time, the “*Purchase Agreement*”; all capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement);

WHEREAS, Section 10.09 of the Purchase Agreement provides that the Purchase Agreement may be amended by an instrument in writing signed by Buyer and Seller; and

WHEREAS, the Parties desire to amend the Purchase Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Amendment to Definitions. “Article I, Definitions” of the Purchase Agreement is hereby amended as follows:

(a) The defined term “2025 Media Receivables” is hereby deleted in its entirety and replaced with the following new language:

“2025 Media Receivables” means all of Seller’s media and programmatic sales and accounts receivables generated through December 31, 2025 other than Purchased 2025 Media Receivables.

(b) The defined terms “Purchased 2025 Media Receivables”, “Receivables Payment” and “Second Amendment” are hereby added in alphabetical order and will read as follows:

“Purchased 2025 Media Receivables” means the 2025 media and programmatic sales and accounts listed on Annex I.

“Receivables Payment” has the meaning set forth in Section 2.05(a).

“Second Amendment” means that certain Second Amendment to Amended and Restated Asset Purchase Agreement, dated as of March 6, 2026, by and between Buyer and Seller.

2. Amendment to Section 2.05.

(a) Section 2.05(a) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following new language:

“(a) On the terms and subject to the conditions set forth in this Agreement, the aggregate purchase price to be paid by Buyer for the Purchased Assets shall be equal to the sum of (i) Ten Million Three Hundred Thousand Dollars (\$10,300,000.00) *minus* (ii) the Expense Reimbursement *minus* (iii) the Break Up Fee *minus* (iv) the Credit Bid Amount (the “Closing Consideration”) *plus* (v) Six Hundred Twenty Five Thousand Dollars (\$625,000.00) (the “Receivables Payment” and together with the Closing Consideration and the Credit Bid, the “Purchase Price”).”

(b) A new Section 2.05(c) is hereby added to Section 2.05 of the Purchase Agreement and shall read as follows:

“(c) The Receivables Payment shall be paid upon entry of an order of the Bankruptcy Court approving the Second Amendment and execution of a bill of sale, in form satisfactory to the Buyer and Seller, for the Purchased 2025 Media Receivables.”

3. Annex I. A new “Annex I” is hereby added to the Purchase Agreement, immediately following the Disclosure Schedules, and shall consist of the Annex I attached to this Amendment.

4. Effectiveness. Upon execution of this Amendment by Buyer and Seller, this Amendment shall be binding as of the date first set forth above, subject to approval of the Bankruptcy Court. Upon this Amendment becoming effective, the Purchased 2025 Media Receivables shall be Purchased Assets for purposes of the Purchase Agreement.

5. Entire Amendment. This Amendment constitutes the entire amendment to or modification of the Purchase Agreement and shall not constitute a modification, acceptance or waiver of any other provision of the Purchase Agreement or any rights or claims thereunder.

6. Conflicts. In the event of a conflict between any provisions of the Purchase Agreement and any provisions of this Amendment, the provisions of this Amendment shall control.

7. Governing Law. This Amendment shall in all respects be governed by, and construed and enforced in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, including all matters of construction, validity and performance.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same instrument (notwithstanding that all of the Parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Amendment or any counterpart thereof to account for any other counterpart, and the signature of any Party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Amendment, a document (or signature page thereto) signed and transmitted by electronic means is to be treated as an original document. The signature of any Party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date and year first written above.

BUYER:

F52, LLC

By: Daniel Suratt

Name: Daniel Suratt

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date and year first written above.

SELLER:

SALT HOUSE, INC.

By: 

Name: Erika Badan
Title: Chief Executive Officer

Annex I

[Signature Page to Second Amendment to Project Flavor A&R APA]

Food52

Est. Remaining A/R Balance (Updated As of 2/27/26)

Units in \$s

Line item	Est. Remaining Balance
Cust-5486 Vox Media	33,343
Cust-5513 Makers Mark	24,484
Cust-5524 The Wonderful Company obo POM Arils	128,500
Cust-5662 My Code	752
Cust-5816 AdThriveLLC (Raptive)	4,943
Cust-5817 Connatix	41,471
Cust-5826 Platform At Publicis Media obo Lactalis (Cracker Barrel)	225,000
Cust-5846 PHD Chicago obo Porsche PHD Germany	300,000
Cust-5848 Proof Advertising, LLC	103,427
Cust-5850 Kargo	28,252
Cust-5852 iProspect obo Bloomingdales	50,000
Cust-5853 PHD obo Casamigos	276,000
Cust-5854 PHD obo Guinness	230,000
Cust-5855 Starcom obo Best Buy	104,700
Cust-5856 Knouse Foods (Lucky Leaf)	38,069
Cust-5858 The Wonderful Company obo JUSTIN 2025	25,000
Total	1,613,941