

**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. 243

**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

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.



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.



LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

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	