Docket #0301 Date Filed: 3/27/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SALT HOUSE, INC.,[1]	Case No. 25-12277 (LSS)
Debtor.	**Ref. Docket No. 257 & 291**

ORDER (A) APPROVING THE DISCLOSURE STATEMENT ON AN INTERIM BASIS; (B) ESTABLISHING SOLICITATION AND TABULATION PROCEDURES; (C) APPROVING THE FORM OF BALLOT AND SOLICITATION MATERIALS; (D) ESTABLISHING THE VOTING RECORD DATE; (E) FIXING THE DATE, TIME, AND PLACE FOR THE COMBINED CONFIRMATION HEARING AND THE DEADLINE FOR FILING OBJECTIONS THERETO; AND (F) GRANTING RELATED RELIEF

Upon consideration of the motion (the "**Motion**")[2] of the above-captioned debtor and debtor in possession (the "**Debtor**") for entry of an order (this "**Order**"): (a) approving the Disclosure Statement on an interim basis for solicitation purposes only; (b) establishing procedures for the solicitation and tabulation of votes to accept or reject the Plan; (c) approving the forms of ballots and solicitation materials; (d) establishing a voting record date; (e) fixing the date, time, and place for the Combined Confirmation Hearing and establishing the deadline for filing objections related thereto; and (f) granting related relief; and after due deliberation and sufficient cause appearing therefor,

THIS COURT HEREBY FINDS AS FOLLOWS:

[1] The Debtor in this chapter 11 case is Salt House, Inc. (f/k/a 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 or the Plan, as applicable.

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A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order.

B. Consideration of the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

C. This Court may, consistent with Article III of the United States Constitution, issue a final order in connection with the Motion.

D. Venue of the proceeding and the Motion in this District is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

E. The relief requested in the Motion is in the best interests of the Debtor's estate, its creditors, and other parties in interest.

F. The notice of the Motion was served as set forth in the Motion, and such notice constitutes good and sufficient notice to all interested parties and complies with Local Rule 3017-2 and Bankruptcy Rules 2002 and 3017, and no other or further notice need be provided.

G. The form of ballot attached hereto as **Exhibit 1** (the "**Ballot**"): (i) is consistent with Official Form No. 314; (ii) adequately addresses the particular needs of this chapter 11 case; (iii) is appropriate for the Voting Class; and (iv) complies with Bankruptcy Rule 3017(d).

H. The Ballot need not be provided to Holders of Claims or Interests in the Non-Voting Classes (set forth below), as such Non-Voting Classes are either (i) Unimpaired and are conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code or (ii) Impaired but will neither retain nor receive any property under the Plan and, thus, are conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code:

Class	Claim or Interest	Status	Voting Rights
1	Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
4	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
5	Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

I. The period during which the Debtor may solicit votes to accept or reject the Plan, as established by this Order, provides sufficient time for the Holders of Claims in the Voting Class to make an informed decision to accept or reject the Plan and submit Ballots in a timely fashion, and the solicitation provided by this Order is consistent with section 1126 of the Bankruptcy Code.

J. The Tabulation Procedures for the solicitation and tabulation of votes to accept or reject the Plan, as approved herein, provide a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

K. The contents of the Solicitation Package and the procedures for providing notice of the Combined Confirmation Hearing and the other matters set forth in the Combined Confirmation Hearing Notice, under the circumstances, constitute sufficient notice to all interested parties in accordance with Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Motion is granted as set forth herein.

CONDITIONAL APPROVAL OF THE DISCLOSURE STATEMENT

2. The Disclosure Statement filed at Docket No. 291 is approved on an interim basis as containing adequate information for solicitation purposes under sections 105 and 1125 of the Bankruptcy Code, Bankruptcy Rule 3017, and Local Rule 3017-2.

APPROVAL OF THE CONFIRMATION TIMELINE

3. This Court will conduct the Combined Confirmation Hearing for (a) final approval of the Disclosure Statement as containing adequate information and (b) confirmation of the Plan on **May 19, 2026 at 11:00 a.m. (prevailing Eastern Time)**. The Combined Confirmation Hearing may be continued from time to time without further notice other than by (a) announcing any adjourned date at the Combined Confirmation Hearing (or any continued hearing) or (b) filing a notice on the docket of this chapter 11 case, which notice may be a hearing agenda.

4. The following dates and deadlines, are hereby approved:

Event	Proposed Date
Voting Record Date	March 20, 2026
Date by Which Solicitation Packages, Combined Confirmation Hearing Notice, and Notice of Non-Voting Status (each as defined below) will be Mailed	No later than April 1, 2026 (On or before three business days after entry of this Order)
Deadline to Object to Claims for Voting Purposes	April 10, 2026
Deadline to File Plan Supplement	April 29, 2026
Deadline to file Rule 3018 Motions	May 1, 2026 at 4:00 p.m. (ET)
Deadline to Reply to Claim Objections for Voting Purposes	May 1, 2026
Voting Deadline	May 6, 2026 at 4:00 p.m. (ET)
Deadline to Object to Confirmation and Final Approval of Adequacy of Disclosure Statement	May 6, 2026 at 4:00 p.m. (ET)
Deadline for Debtor to File Objections to Rule 3018 Motions	May 12, 2026
Deadline to File Brief, Replies, and Declarations in Support of the Plan, the Proposed Confirmation Order, and the Voting Report	May 15, 2026 at noon (ET) (or prior to noon two business days prior to any adjourned Combined Confirmation Hearing)
Combined Confirmation Hearing	May 19, 2026 at 11:00 a.m. (ET)

APPROVAL OF THE SOLICITATION PROCEDURES

5. The Ballot, in substantially the form attached hereto as **Exhibit 1**, is approved.

6. The Combined Confirmation Hearing Notice, in substantially the form attached hereto as **Exhibit 2**, is approved.

7. The Debtor may publish a modified version of the Combined Confirmation Hearing Notice (the "**Publication Notice**"), in substantially the form attached hereto as **Exhibit 3**, as soon as practicable following the entry of this Order in the *New York Times* or another similar national publication.

8. The Notices of Non-Voting Status, in substantially the form attached hereto as **Exhibit 4-A** and **Exhibit 4-B**, are approved.

9. Pursuant to Bankruptcy Rule 3017(d), **March 20, 2026** shall be the record date for purposes of determining which Holders of Claims are entitled to receive Solicitation Packages and vote on the Plan (the "**Record Date**").

10. With respect to any transferred Claim, the transferee shall only be entitled to receive a Ballot on account of such transferred Claim if: (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Record Date (including, without limitation, the passage of any applicable objection period) or (b) the transferee files, no later than the Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer, and (ii) a sworn statement of the transferor supporting the validity of the transfer. If the notice of transfer is filed after the Record Date, then the Solicitation Package or

Notice of Non-Voting Status, as applicable, will be mailed to the holder of record as of the Record Date (and not the transferee).

11. On or prior to the date that is three (3) business days following entry of this Order (the "**Service Date**"), the Notice and Claims Agent shall mail the Solicitation Package to Holders of Claims in the Voting Class containing copies of: (a) the Combined Confirmation Hearing Notice; (b) instructions, including a QR code, for accessing the Disclosure Statement, the Plan, and this Order and for obtaining paper copies, or a thumb drive, of the Disclosure Statement, the Plan, and this Order from the Notice and Claims Agent; (c) the Ballot; (d) a letter from the Committee in support of the Plan; and (e) a pre-paid, pre-addressed return envelope. The Debtor shall be excused from distributing Solicitation Packages to those persons or entities listed at addresses for which previous mailings have been returned as undeliverable, unless the Debtor receives written notice of accurate addresses for such persons or entities prior to the Voting Record Date, in which case the Debtor shall mail the Solicitation Package to the new address. The Debtor and the Notice and Claims Agent are also not required to conduct any additional research for updated addresses based on undeliverable Solicitation Packages (including undeliverable Ballots) or Combined Confirmation Hearing Notice. The Voting Report shall list all Solicitation Packages that were returned as undeliverable on or before one business day before the Voting Report is filed.

12. On or prior to the Service Date, the Notice and Claims Agent shall mail the Combined Confirmation Hearing Notice to all holders of Claims or Interests, to the extent such parties are not otherwise entitled to receive a Solicitation Package or a Notice of Non-Voting Status, including, without limitation, (i) all persons or entities that have filed or are deemed to have filed a proof of claim or request for allowance of Claim as of the Record Date; (ii) all persons or entities listed on the Schedules as holding a Claim or potential Claim; (iii) the Securities and

Exchange Commission and any federal, state, and local regulatory agencies with oversight authority over any portion of the Debtor's business; (iv) the Internal Revenue Service and all state and local taxing authorities in the states in which the Debtor does business; (v) the United States Attorney's Office for the District of Delaware; (vi) all entities known by the Debtor to hold or assert a lien or other interest in the Debtor's property; (vii) all counterparties to executory contracts and unexpired leases; (viii) the Office of the United States Trustee for the District of Delaware; (ix) all persons or entities listed on the Debtor's creditor matrix who are not otherwise covered by one of the foregoing categories; and (x) any other parties that have requested notice pursuant to Bankruptcy Rule 2002.

13. On or prior to the Service Date, the Notice and Claims Agent shall mail the Notice of Non-Voting Status to the Holders of Claims or Interests in the Non-Voting Classes. The Notice of Non-Voting Status shall include instructions, including a QR code, for accessing the Disclosure Statement, the Plan, and this Order and for obtaining paper copies of, or a thumb drive containing, the Disclosure Statement, the Plan, and this Order from the Notice and Claims Agent.

14. Any member of Class 1 (Secured Claims), Class 2 (Other Priority Claims), or Class 3 (General Unsecured Claims) whose Ballot or Notice of Non-Voting Status is returned as undeliverable shall not be considered a Releasing Party under the Plan.

15. To be counted as a vote to accept or reject the Plan, a Ballot must be properly executed, completed, and delivered to the Notice and Claims Agent in accordance with the instructions on the Ballot so that it is actually received no later than **4:00 p.m. (prevailing Eastern Time) on May 6, 2026** (the "**Voting Deadline**").

16. Solely for purposes of voting to accept or reject the Plan, and not for the purpose of the allowance of, or distribution on account of, any Claim, and without prejudice to the rights

of the Debtor and its estate in any other context, each Claim within the Voting Class shall vote in an amount determined by the following procedures (the "**Tabulation Procedures**"):

- If a Claim is deemed allowed under the Plan, an order of this Court, or a stipulated agreement between the parties, such Claim will be temporarily allowed for voting purposes in the deemed allowed amount set forth therein;

- If a Claim for which a proof of claim has been filed for unknown or undetermined amounts, or is wholly unliquidated or wholly contingent (for example, a claim based on litigation or potential litigation) (as determined on the face of the Claim or after a reasonable review of the supporting documentation by the Notice and Claims Agent), and such Claim has not been allowed, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at $1.00;

- If a Claim for which a proof of claim has been filed is partially unliquidated or partially contingent (as determined on the face of the Claim or after a reasonable review of the supporting documentation by the Notice and Claims Agent), such Claim is temporarily allowed in the amount that is liquidated and non-contingent for voting purposes only, and not for purposes of allowance or distribution;

- If a Claim for which a proof of claim was filed and is liquidated and non-contingent, or was listed in the Debtor's schedules of assets and liabilities (the "**Schedules**") in an amount that is liquidated, non-contingent, and undisputed, such Claim is allowed for voting purposes in the amount set forth on the proof of claim, or if no proof of claim was timely filed, the Debtor's filed Schedules;

- If a Claim has been estimated or otherwise allowed for voting purposes by order of this Court, such Claim is temporarily allowed in the amount so estimated or allowed by this Court for voting purposes only, and not for purposes of allowance or distribution;

- If a Claim is listed on the Schedules as contingent, unliquidated, or disputed and a proof of claim was not (i) filed by the applicable bar date for the filing of proofs of claim established by this Court, or (ii) deemed timely filed by an order of this Court prior to the Voting Deadline, such Claim shall be disallowed for voting purposes; *provided*, *however*, if the applicable bar date has not yet passed, such Claim shall be entitled to vote at $1.00;

- Proofs of claim filed for $0.00 are not entitled to vote;

- If the Debtor, the Committee, or another party in interest have served an objection or request for estimation as to a Claim by April 10, 2026, such Claim is temporarily disallowed for voting purposes only, subject to such party's right to file a Rule 3018 motion, and not for purposes of allowance or distribution;

- For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class shall be aggregated as if such creditor held one (1) Claim against the Debtor in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan; and

- If a proof of claim has been amended by a later proof of claim that is filed on or prior to the Voting Record Date, the later filed amending proof of claim shall be entitled to vote in a manner consistent with these Tabulation Procedures, and the earlier filed proof of claim shall be disallowed for voting purposes, regardless of whether the Debtor has objected to such amended proof of claim. Except as otherwise ordered by this Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these Tabulation Procedures.

Voting Rules

- Except as otherwise ordered by this Court, any Ballots received after the Voting Deadline will not be counted absent the consent of the Debtor, in its discretion, in consultation with the Committee; provided that any such extensions shall be disclosed in the voting report (the "**Voting Report**") submitted by the Claims and Noticing Agent;

- Any Ballots that are illegible or contain insufficient information to permit the identification of the claimant will not be counted;

- Any Ballots cast by a person or entity that does not hold a Claim in the Voting Class as of the Voting Record Date will not be counted;

- Any unsigned Ballots will not be counted, provided that Ballots validly submitted through the E-Balloting Portal will be deemed signed;

- Except in the Debtor's discretion, in consultation with the Committee, any Ballots transmitted to the Notice and Claims Agent by facsimile or other electronic means (other than through the E-Balloting Portal) will not be counted;

- Any Ballots that do not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, will not be counted;

- Whenever a claimant casts more than one (1) Ballot voting the same Claim prior to the Voting Deadline, only the latest-dated valid Ballot timely received will be deemed to reflect the voter's intent and, thus, will supersede any prior Ballots;

- If a claimant casts simultaneous duplicative Ballots that are voted inconsistently, such Ballots will not be counted;

- Subject to the other Tabulation Procedures, each claimant will be deemed to have voted the full amount of its Claim as set forth on the Ballots;

- Claimants may not split their vote within a Class; thus, each claimant will be required to vote all of its Claims within the Class either to accept or reject the Plan, and any votes that are split will not be counted;

- Subject to any contrary order of this Court, the Debtor further reserves the right to waive any defects, irregularities, or conditions of delivery as to any particular Ballot; provided that any such waivers shall be disclosed in the Voting Report; and

- The Debtor is authorized to enter into stipulations with the holder of any Claim agreeing to the amount of the Claim for voting purposes; *provided*, *however*, that any such stipulation shall be disclosed in the Voting Report.

17. Upon completion of the balloting, the Notice and Claims Agent shall certify the amount and number of allowed claims of the Voting Class accepting or rejecting the Plan, including all votes not counted and the reason for not counting such votes, and shall set forth such detail in the Voting Report. The Voting Report shall also detail which Ballots indicated an opt-out of the releases set forth in Article IX.B of the Plan. The Voting Report shall also, among other things: (a) describe generally every Ballot received by the Notice and Claims Agent that does not conform to the Tabulation Procedures or that contains any material form of irregularity, including, but not limited to, those Ballots that are late (specifying whether the Debtor granted an extension of time for such Ballots be filed), illegible (in whole or material part), unidentifiable, lacking signatures, lacking necessary information, or damaged; (b) specify any Ballots that were not counted because the voting party filed multiple Ballots; and (c) specify any Ballots that were withdrawn.

18. If any Holder of a Claim seeks to challenge the allowance of its Claim for voting purposes in accordance with the Tabulation Procedures, such Holder must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing its claim in a different amount or classification for purposes of voting to accept or reject the Plan (a "**Rule 3018 Motion**") no later

than **May 1, 2026 at 4:00 p.m. (prevailing Eastern Time)** and serve the Rule 3018 Motion on the Debtor. The Debtor (and, with respect to filing a response, any other party in interest) shall then (a) have until May 12, 2026 to file and serve any responses to such Rule 3018 Motions, and (b) coordinate with this Court to adjudicate and resolve all pending Rule 3018 Motions prior to or during the Combined Confirmation Hearing. Any Ballots submitted by a Holder of a Claim that files a Rule 3018 Motion shall be counted solely in accordance with the Tabulation Procedures and the other applicable provisions of this Order unless and until the underlying claim or interest is temporarily allowed by this Court for voting purposes in a different amount, after notice and a hearing.

19. Objections to confirmation of the Plan or final approval of the adequacy of the disclosures contained in the Disclosure Statement, if any, must (i) be in writing; (ii) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (iii) comply with the Bankruptcy Rules and the Local Rules; and (iv) be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, with a copy served upon the following: (a) the Debtor, c/o Salt House, Inc., Attn.: Erika Badan (erika@salt-house.com); (b) counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Esq. (mnestor@ycst.com), Kara Hammond Coyle, Esq. (kcoyle@ycst.com), and Elizabeth S. Justison, Esq. (ejustison@ycst.com); (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov); and (d) counsel to the Committee, 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), so that they are received no later than **4:00 p.m. (prevailing Eastern Time) on May 6, 2026** (the "**Confirmation Objection Deadline**").

20. The Debtor shall, if it deems necessary in its discretion, and any other party in interest may, file a reply to any such objections or brief in support of confirmation of the Plan, or final approval of the Disclosure Statement, by no later than **12:00 p.m. (prevailing Eastern Time) on May 15, 2026** (two (2) business days prior to the date of any adjourned Combined Confirmation Hearing).

21. The Debtor, in consultation with the Committee, is authorized to make non-substantive and ministerial changes to the Disclosure Statement, the Plan, Combined Confirmation Hearing Notice, Ballots, and related documents without further approval of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes to any materials included in the Solicitation Package prior to their distribution.

22. Nothing in this Order shall impair the rights of the Committee with respect to the Committee Investigation or any Retained Causes of Action, and the Committee's rights to object to any resolution of claims and to challenge any releases provided for under the Plan, including but not limited to the proposed releases in Article IX.A of the Plan, are fully reserved.

23. The Debtor is authorized to take or refrain from taking any action necessary or appropriate to implement the terms of, and the relief granted in, this Order.

24. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

25. This Court shall retain jurisdiction to hear and determined all matters arising from or related to the interpretation, implementation, and enforcement of this Order.

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Dated: March 27th, 2026
Wilmington, Delaware

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Class 3 (General Unsecured Claims) Ballot

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SALT HOUSE, INC.,[1]	Case No. 25-12277 (LSS)
Debtor.	**Hearing Date:** **May 19, 2026 at 11:00 a.m. (ET)**
	Objection Deadline: **May 6, 2026 at 4:00 p.m. (ET)**
	Voting Deadline: **May 6, 2026 at 4:00 p.m. (ET)**

CLASS 3 (GENERAL UNSECURED CLAIMS) BALLOT FOR VOTING TO ACCEPT OR REJECT THE CHAPTER 11 PLAN OF LIQUIDATION FOR SALT HOUSE, INC.

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

PLEASE READ ITEM 3 LOCATED ON PAGE 4 OF THIS DOCUMENT FOR IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE.

IF YOU VOTE TO ACCEPT OR REJECT THE PLAN, OR IF YOU DO NOT VOTE ON THE PLAN, YOU WILL BE RELEASING THE RELEASED PARTIES FROM ANY AND ALL CLAIMS/CAUSES OF ACTION TO THE EXTENT PROVIDED IN ARTICLE IX.B OF THE PLAN UNLESS YOU "OPT-OUT" OF SUCH RELEASES. YOU MAY "OPT-OUT" OF SUCH RELEASES AND YOU MUST INDICATE SUCH "OPT-OUT" IN THE BALLOT.

FOR YOUR VOTE TO BE COUNTED, YOUR VOTE (WHETHER THROUGH "E-BALLOT" OR "PAPER BALLOT" AS DEFINED BELOW) MUST BE ACTUALLY RECEIVED BY VERITA BY THE VOTING DEADLINE OF MAY 6, 2026 AT 4:00 P.M. (PREVAILING EASTERN TIME).

This ballot (this "**Ballot**") is being submitted to you by the above-captioned debtor and debtor in possession (the "**Debtor**") to solicit your vote to accept or reject the *Chapter 11 Plan of Liquidation for Salt House, Inc.* [Docket No. ___] filed by the Debtor (as it may be amended, supplemented, or modified from time to time pursuant to the terms thereof, the "**Plan**").[2] A copy of the Plan may be obtained free of charge on the dedicated webpage of Kurtzman Carson Consultants, LLC dba Verita Global (the "**Notice and Claims Agent**" or "**Verita**") at https://veritaglobal.net/food52 or upon request to the Notice and Claims Agent by (a) telephone at 1 (866) 967-1780

[1] The Debtor in this chapter 11 case is Salt House, Inc. (f/k/a 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] All capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan.

(U.S./Canada) or 1 (310) 751-2680 (International) or (b) submitting an email via Verita's website at https://www.veritaglobal.net/food52/inquiry.[3]

The Plan can be confirmed by the Bankruptcy Court and, thereby, made binding on you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Plan, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 3 under the Plan. If you hold claims or equity interests in more than one class, you will receive a ballot or notice of non-voting status for each such class.

The Debtor will file the Plan Supplement no later than April 29, 2026. A copy of the Plan Supplement may be obtained free of charge on the webpage of the Notice and Claims Agent at https://www.veritaglobal.net/food52 or upon request to the Notice and Claims Agent by (a) telephone at 1 (866) 967-1780 (U.S./Canada) or 1 (310) 751-2680 (International) or (b) submitting an email via Verita's website at https://www.veritaglobal.net/food52/inquiry.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. For your vote to count, you must:

   a. Submit your Ballot by either:

      i. Completing, executing, and submitting this paper Ballot ("**Paper Ballot**") by mail, overnight courier, or hand delivery to the following address: Salt House, Inc., Ballot Processing, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; **or**

      ii. Submitting an electronic Ballot (an "**E-Ballot**") through the Notice and Claims Agent's dedicated, E-Ballot portal (the "**E-Balloting Portal**"). To submit your Ballot through the E-Balloting Portal, visit https://eballot.veritaglobal.net/food52 and follow the instructions to submit your E-Ballot.

         - IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot:

           Unique E-Ballot ID#:_____
           PIN:_____

         - Each E-Ballot ID# and PIN is to be used solely for voting only those Claims described in Item 1 of E-Ballot. Please complete and submit an E- Ballot for each E-Ballot ID# and PIN you receive, as applicable. If you submit an E-Ballot, you should NOT also submit a Paper Ballot.

         - The E-Balloting Portal is the sole manner in which Ballots will be accepted by electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

   b. In the boxes provided in Item 2 of this Ballot, indicate **either** acceptance or rejection of the Plan by checking the appropriate box;

   c. Review and sign the acknowledgements in Item 4 of this Ballot. Please be sure to sign and date your Ballot. Your signature is required for your vote to be counted. For the avoidance of doubt, a properly submitted E-Ballot will be deemed to include a valid and original signature. If you are completing this Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. If the General Unsecured Claim is held by an entity, your Ballot must be executed in the name of an authorized

[3] Copies of the Plan are also available for a fee on the Bankruptcy Court's website, www.deb.uscourts.gov (a PACER account is required).

signatory. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to this Ballot; and

d. **Return your Ballot (whether by E-Ballot or by Paper Ballot) so it is *received* by the Notice and Claims Agent on or before the Voting Deadline approved by the Bankruptcy Court, May 6, 2026 at 4:00 p.m. (prevailing Eastern Time)**. If a Ballot is received after the Voting Deadline, it will not be counted (even if postmarked prior to the Voting Deadline), except in the Debtor's discretion. If neither the "accept" nor "reject" box is checked or if both boxes are checked in Item 2 for an otherwise properly completed, executed, and timely returned Ballot, such Ballot will not be counted for voting purposes.

2. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and those Ballots are not voted in the same manner, such Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. **Further, inconsistent, duplicate Ballots with respect to the same Claim shall not be counted.**

3. This Ballot does not constitute and will not be deemed a proof of claim or an assertion of a Claim or Interest.

4. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.

5. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

6. PLEASE RETURN YOUR BALLOT PROMPTLY. THE NOTICE AND CLAIMS AGENT WILL ***NOT*** ACCEPT BALLOTS BY FACSIMILE OR E-MAIL.

7. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT BY SUBMITTING AN EMAIL VIA VERITA'S WEBSITE AT HTTPS://WWW.VERITAGLOBAL.NET/FOOD52/INQUIRY, OR BY TELEPHONE AT 1 (866) 967-1780 (U.S./CANADA) OR 1 (310) 751-2680 (INTERNATIONAL). DO NOT CONTACT THE NOTICE AND CLAIMS AGENT OR THE BANKRUPTCY COURT FOR LEGAL ADVICE. THE NOTICE AND CLAIMS AGENT AND THE BANKRUPTCY COURT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

8. **If you submit a Ballot either voting to accept or reject the Plan, or abstaining from voting on the Plan, and do not check the box in Item 3 of the Ballot indicating that you "opt-out" of the releases set forth in Article IX.B of the Plan, you will be deemed to have granted the releases set forth in Article IX.B of the Plan. Any distribution you are entitled to under the Plan as a Holder of a Class 3 General Unsecured Claim will not be affected by your decision to "opt-out" of the releases set forth in Article IX.B of the Plan.**

PLEASE READ THE PRECEDING VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ITEMS 1, 2, 3 (IF APPLICABLE), AND 4. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINE, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Voting Amount. The undersigned certifies that, as of March 20, 2026, the undersigned was a Holder of a Class 3 General Unsecured Claim in the amount set forth below:

Voting Amount (in U.S. Dollars): $ _____

Item 2. Vote on Plan. The undersigned Holder of the General Unsecured Claim identified in Item 1 hereby votes to (check **one** box only):

☐ **Accept** the Plan ☐ **Reject** the Plan

Item 3. Release Opt-Out Election. If you do not check the box below, you shall be deemed to have consented to the Third Party Release provision described in this Item 3 below and bound by it, unless you have timely filed an objection to the Releases contained in the Plan and Disclosure Statement.

Regardless of whether you elect to opt out of the Third Party Release provisions in the Plan, your recovery under the Plan remains unaffected.

☐ The undersigned elects to **OPT OUT** of the Third Party Releases contained in Article IX.B of the Plan.

NOTICE REGARDING CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN THE PLAN

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION AND EXCULPATION PROVISIONS, WHICH MAY IMPACT YOUR RIGHTS, INCLUDING THE FOLLOWING:

Article IX.B of the Plan contains the following release provision:

Releases by Holders of Claims. As of the Effective Date, except as otherwise provided in this Plan or the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under this Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any Claims and Causes of Action that the Debtor or its Estate would have been legally entitled to assert in its own right including any Claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its Estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, the payment or satisfaction of prepetition debt or Claims, this Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, documents and pleadings related to the Sales, or agreement or document created or entered into in connection with the Sales, the DIP Orders the DIP Term Sheet, and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, this Chapter 11 Case, the filing of this Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Orders, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date; *provided*, *however*, that this provision shall not operate to waive or release any Claims or Causes of Action related to any act or omission that is determined in a Final

Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Orders or the APAs; or (3) any obligations relating to any Order entered by the Bankruptcy Court in this Chapter 11 Case.

As defined in Article I.A.87 of the Plan:

"Released Parties" means, collectively, solely in its capacity as such, (a) the Debtor; (b) the post-Effective Date Debtor; (c) each of the Debtor's officers and directors who served on or after the Petition Date; (d) the Debtor's former director appointed by the Sponsor; (e) the Sponsor; (f) the Prepetition Noteholders; (g) the Committee and its members; (h) each current and former Affiliate of each Entity in clause (a) through the following clause (g); and (i) the respective Related Parties for each of the foregoing in (a) through (h) above; provided, however, that any Released Party that elects to opt-out of the releases set forth in Article IX.B of this Plan shall not be a Released Party. For the avoidance of doubt, directors and officers of the Debtor who did not serve in such capacity on or after the Petition Date are not Released Parties, other than the former director appointed by the Sponsor.

As defined in Article I.A.88 of the Plan:

"Releasing Parties" means, in their capacities as such: (a) all Holders of Claims who are sent a Ballot, with respect to Class 3 (General Unsecured Claims), or Non-Voting Opt-Out Form, with respect to Class 1 (Secured Claims) and Class 2 (Other Priority Claims), and do not timely elect to opt-out of, or object to, the releases provided by this Plan in accordance with the Solicitation Procedures; (b) each Released Party who has voluntarily agreed to be a releasing party by electing not to opt-out of the releases set forth in Article IX.B of this Plan; and (c) with respect to any Person or Entity in the foregoing clauses (a) and (b), the Related Party of such Person or Entity solely in their capacity as such (provided that with respect to any Related Party identified herein, each such Person constitutes a Releasing Party under this clause: (i) solely with respect to Claims that such Related Party could have properly asserted for or on behalf of a Person identified in clauses (a) and (b) of the definition of Releasing Parties; and (ii) solely to the extent the Releasing Party can legally bind the Related Party under applicable non-bankruptcy law).

Article IX.C of the Plan contains the following exculpation provision:

Exculpation. Except as otherwise specifically provided in this Plan, to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim related to any act or omission arising from the Petition Date through and including the Effective Date in connection with, relating to, or arising out of, this Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor's in-court restructuring efforts, the Disclosure Statement, documents and pleadings related to the Sales, the DIP Orders and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, or any other restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sales, this Plan, the Plan Supplement, this Chapter 11 Case, the filing of this Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Orders, the conduct of the sale process, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan to the extent permitted under applicable law.

As defined in Article I.A.43 the Plan:

"Exculpated Party" or "Exculpated Parties" means, in each case in its capacity as such, (a) the Debtor; (b) each of the Debtor's officers and directors who served in such capacity on or after the Petition Date, and any other person serving as a fiduciary of the Debtor's Estate, in each case, who served at any time between the Petition

Date and the Effective Date of this Plan; (c) the Committee and its members; and (d) each of the Debtor's and the Committee's Retained Professionals.

Article IX.D of the Plan contains the following injunction:

Injunction. Except as otherwise provided in this Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of this Plan; (2) have been released pursuant to this Plan; (3) are subject to exculpation pursuant to this Plan; or (4) are otherwise satisfied, stayed, released, or terminated pursuant to the terms of this Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any actions to interfere with the implementation or consummation of this Plan and from commencing or continuing in any manner, any action or other proceeding on account of any such Claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Person or Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor Released Parties, the Released Parties, or Exculpated Parties (as applicable): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests ((i) other than a setoff exercised prior to the Petition Date, (ii) unless such Entity has filed a motion requesting the right to perform such setoff on or before the Effective Date or has filed a Proof of Claim or proof of Interest indicating that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law; or (iii) otherwise permissible under applicable law, asserted through a timely filed or deemed timely filed Proof of Claim); and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, exculpated, or settled pursuant to this Plan.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

[Remainder of Page Intentionally Left Blank]

Item 4. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the instructions on obtaining the Plan and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted for voting purposes.

Name of Creditor	Telephone Number
Signature	Email Address
If by Authorized Agent, Name and Title	
Name of Institution	Date Completed
Street Address	
City, State, Zip Code	

EXHIBIT 2

Combined Confirmation Hearing Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SALT HOUSE, INC.,[1]	Case No. 25-12277 (LSS)
Debtor.	**Ref. Docket No. __**

NOTICE OF:

(I) APPROVAL OF DISCLOSURE STATEMENT ON AN INTERIM BASIS; AND

(II) THE HEARING TO CONSIDER (A) FINAL APPROVAL OF THE DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION AND (B) CONFIRMATION OF THE PLAN

PLEASE READ PAGES 3-4 OF THIS NOTICE FOR IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE.

IF YOU ARE THE HOLDER OF A CLAIM IN CLASS 1 (SECURED CLAIMS), CLASS 2 (OTHER PRIORITY CLAIMS) OR CLASS 3 (GENERAL UNSECURED CLAIMS), YOU WILL BE RELEASING THE RELEASED PARTIES FROM ANY AND ALL CLAIMS/CAUSES OF ACTION TO THE EXTENT PROVIDED IN ARTICLE IX.B OF THE PLAN UNLESS YOU "OPT-OUT" OF SUCH RELEASES. YOU MAY "OPT-OUT" OF SUCH RELEASES ON YOUR BALLOT OR NOTICE OF NON-VOTING STATUS.

YOUR BALLOT OR OPT-OUT ELECTION FORM MUST BE ACTUALLY RECEIVED BY VERITA BY MAY 6, 2026 AT 4:00 P.M. (PREVAILING EASTERN TIME).

PLEASE TAKE NOTICE OF THE FOLLOWING:

On December 29, 2025 (the "**Petition Date**"), the above-captioned debtor and debtor-in-possession (the "**Debtor**") filed a voluntary petition for relief under title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Court**").

I. APPROVAL OF DISCLOSURE STATEMENT ON AN INTERIM BASIS

1. On _____, 2026, the Court entered an order (the "**Solicitation Procedures Order**"), which, among other things, approved the *Disclosure Statement for the Chapter 11 Plan of Liquidation for Salt House, Inc.* (the "**Disclosure Statement**"), which was filed by the Debtor in the Debtor's chapter 11 case, on an interim basis for solicitation purposes only.

[1] The Debtor in this chapter 11 case is Salt House, Inc. (f/k/a 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. **Copies of the Disclosure Statement, the *Chapter 11 Plan of Liquidation for Salt House, Inc.* (as may be amended, modified, or supplemented from time to time, the "Plan"),[2] the Solicitation Procedures Order, and all other documents filed in this chapter 11 case may be obtained and reviewed without charge at https://www.veritaglobal.net/food52, or upon request to the Debtor's claim and voting agent, KCC dba Verita, by (a) telephone at 1 (866) 967-1780 (U.S./Canada) or 1 (310) 751-2680 (International) or (b) submitting an email inquiry at https://www.veritaglobal.net/food52/inquiry. Paper copies of, or a thumb drive containing, the Plan, Disclosure Statement, and Solicitation Procedures Order will be provided upon request to the Notice and Claims Agent, and may also be accessed through the following QR Code:**



3. **The Debtor will file the Plan Supplement no later than April 29, 2026. A copy of the Plan Supplement may be obtained free of charge on the webpage of the Notice and Claims Agent at https://www.veritaglobal.net/food52 or upon request to the Notice and Claims Agent by (a) telephone at 1 (866) 967-1780 (U.S./Canada) or 1 (310) 751-2680 (International) or (b) submitting an email via Verita's website at https://www.veritaglobal.net/food52/inquiry.**

II. THE HEARING TO CONSIDER (A) FINAL APPROVAL OF THE DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION AND (B) CONFIRMATION OF THE PLAN

4. **Combined Confirmation Hearing**. A hearing (the "**Combined Confirmation Hearing**") to consider (a) final approval of the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code and (b) confirmation of the Plan will be held before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 6th Floor, Courtroom #2, 824 North Market Street, Wilmington, Delaware 19801, on **May 19, 2026 at 11:00 a.m. (prevailing Eastern Time)**. The Combined Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtor in open court of the adjourned date at the Combined Confirmation Hearing or any continued hearing or as indicated in any notice filed with the Court on the docket in this chapter 11 case.

5. **Voting Deadline**. Only Holders of Claims in Class 3 (General Unsecured Claims) are entitled to vote to accept or reject the Plan. The deadline for the submission of such votes is **May 6, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

6. **Parties Not Entitled to Vote**. Holders of Unimpaired Claims in Class 1 (Secured Claims) and Class 2 (Other Priority Claims) are presumed to accept the Plan. Holders of Impaired Claims in Class 4 (Subordinated Claims) and Interests in Class 5 (Interests) will receive no

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

distribution under the Plan on account of such Claims or Interests and are deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, and Priority Tax Claims, as described in the Plan, have not been classified and, therefore, Holders of such Claims are not entitled to vote to accept or reject the Plan. The respective treatment of such unclassified Claims is set forth in Article II of the Plan.

7. **Objections to Confirmation**. Objections to confirmation of the Plan, and any objection to the adequacy of the disclosures in the Disclosure Statement, if any, must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (c) state with particularity the basis and nature of such objection; and (iv) be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 and served on the Notice Parties[3] so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on May 6, 2026**. Unless an objection is timely served and filed as prescribed herein, it may not be considered by the Court.

8. If any holder of a Claim seeks to challenge the allowance of its Claim for voting purposes in accordance with the Tabulation Procedures set forth in the Solicitation Procedures Order, including because a claim objection has been filed against that holder's Claim, such holder must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing its Claim in a different amount or classification for purposes of voting to accept or reject the Plan (a "**Rule 3018 Motion**") and serve the Rule 3018 Motion on the Debtor's counsel, whose contact information is on the last page of this Notice, so that it is received by them no later than May 1, 2026 at 4:00 p.m. (ET). The Debtor shall then have until May 12, 2026 to file and serve any responses to the same. If the Rule 3018 Motion is not consensually resolved, such Rule 3018 Motion will be adjudicated prior to or during the Combined Confirmation Hearing.

PLEASE BE ADVISED THAT ARTICLE IX OF THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:

Releases by Holders of Claims. As of the Effective Date, except as otherwise provided in this Plan or the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under this Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any Claims and Causes of Action that the Debtor or its Estate would have been legally entitled to assert in its own right including any Claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its Estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based

[3] The Notice Parties are: (a) the Debtor, c/o Salt House, Inc., Attn.: Erika Badan (erika@salt-house.com); (b) counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Michael R. Nestor, Esq. (mnestor@ycst.com), Kara Hammond Coyle, Esq. (kcoyle@ycst.com), and Elizabeth S. Justison, Esq. (ejustison@ycst.com); (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov); and (d) counsel to the Committee, 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).

on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, the payment or satisfaction of prepetition debt or Claims, this Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, documents and pleadings related to the Sales, or agreement or document created or entered into in connection with the Sales, the DIP Orders the DIP Term Sheet, and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, this Chapter 11 Case, the filing of this Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Orders, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date; *provided*, *however*, that this provision shall not operate to waive or release any Claims or Causes of Action related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Orders or the APAs; or (3) any obligations relating to any Order entered by the Bankruptcy Court in this Chapter 11 Case.

"Released Parties" means, collectively, solely in its capacity as such, (a) the Debtor; (b) the post-Effective Date Debtor; (c) each of the Debtor's officers and directors who served on or after the Petition Date; (d) the Debtor's former director appointed by the Sponsor; (e) the Sponsor; (f) the Prepetition Noteholders; (g) the Committee and its members; (h) each current and former Affiliate of each Entity in clause (a) through the following clause (g); and (i) the respective Related Parties for each of the foregoing in (a) through (h) above; provided, however, that any Released Party that elects to opt-out of the releases set forth in Article IX.B of this Plan shall not be a Released Party. For the avoidance of doubt, directors and officers of the Debtor who did not serve in such capacity on or after the Petition Date are not Released Parties, other than the former director appointed by the Sponsor.

"Releasing Parties" means, in their capacities as such: (a) all Holders of Claims who are sent a Ballot, with respect to Class 3 (General Unsecured Claims), or Non-Voting Opt-Out Form, with respect to Class 1 (Secured Claims) and Class 2 (Other Priority Claims), and do not timely elect to opt-out of, or object to, the releases provided by this Plan in accordance with the Solicitation Procedures; (b) each Released Party who has voluntarily agreed to be a releasing party by electing not to opt-out of the releases set forth in Article IX.B of this Plan; and (c) with respect to any Person or Entity in the foregoing clauses (a) and (b), the Related Party of such Person or Entity solely in their capacity as such (provided that with respect to any Related Party identified herein, each such Person constitutes a Releasing Party under this clause: (i) solely with respect to Claims that such Related Party could have properly asserted for or on behalf of a Person identified in clauses (a) and (b) of the definition of Releasing Parties; and (ii) solely to the extent the Releasing Party can legally bind the Related Party under applicable non-bankruptcy law).

Exculpation. Except as otherwise specifically provided in this Plan, to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim related to any act or omission arising from the Petition Date through and including the Effective Date in connection with, relating to, or arising out of, this Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor's in-court restructuring efforts, the Disclosure Statement, documents and pleadings related to the Sales, the DIP Orders and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, or any other restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sales, this Plan, the Plan Supplement, this Chapter 11 Case, the filing of this Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Orders, the conduct of the sale process, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan to the extent permitted under applicable law.

"Exculpated Party" or "Exculpated Parties" means, in each case in its capacity as such, (a) the Debtor; (b) each of the Debtor's officers and directors who served in such capacity on or after the Petition Date, and any other person serving as a fiduciary of the Debtor's Estate, in each case, who served at any time between the Petition Date and the Effective Date of this Plan; (c) the Committee and its members; and (d) each of the Debtor's and the Committee's Retained Professionals.

Injunction. Except as otherwise provided in this Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of this Plan; (2) have been released pursuant to this Plan; (3) are subject to exculpation pursuant to this Plan; or (4) are otherwise satisfied, stayed, released, or terminated pursuant to the terms of this Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any actions to interfere with the implementation or consummation of this Plan and from commencing or continuing in any manner, any action or other proceeding on account of any such Claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Person or Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor Released Parties, the Released Parties, or Exculpated Parties (as applicable): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any

judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests ((i) other than a setoff exercised prior to the Petition Date, (ii) unless such Entity has filed a motion requesting the right to perform such setoff on or before the Effective Date or has filed a Proof of Claim or proof of Interest indicating that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law; or (iii) otherwise permissible under applicable law, asserted through a timely filed or deemed timely filed Proof of Claim); and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, exculpated, or settled pursuant to this Plan.

Please be advised that impaired parties not entitled to vote on the Plan, *i.e.* Holders of Impaired Claims in Class 4 (Subordinated Claims) and Interests in Class 5 (Interests) have not granted the releases set forth in Article IX.B of the Plan unless that party separately agrees to provide such releases. Please be further advised that unimpaired parties not entitled to vote on the Plan, *i.e.* Holders of Unimpaired Claims in Class 1 (Secured Claims) and Class 2 (Other Priority Claims), and Holders of Class 3 (General Unsecured Claims) have granted the releases set forth in Article IX.B of the Plan unless that party opts out of such releases.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE IX THEREOF.

[Remainder of Page Intentionally Left Blank]

Dated: March ___, 2026
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/

Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
Elizabeth S. Justison (No. 5911)
Andrew M. Lee (No. 7078)
Brynna M. Gaffney (No. 7402)
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1000 North King Street
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ejustison@ycst.com
alee@ycst.com
bgaffney@ycst.com

Counsel to the Debtor and Debtor in Possession

EXHIBIT 3

Publication Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SALT HOUSE, INC.,[1]	Case No. 25-12277 (LSS)
Debtor.	**Ref. Docket No. __**

NOTICE OF:

(I) APPROVAL OF DISCLOSURE STATEMENT ON AN INTERIM BASIS; AND

(II) THE HEARING TO CONSIDER (A) FINAL APPROVAL OF THE DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION AND (B) CONFIRMATION OF THE PLAN

PLEASE READ ARTICLE IX.B OF THE PLAN FOR IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE.

IF YOU ARE THE HOLDER OF A CLAIM IN CLASS 1 (SECURED CLAIMS), CLASS 2 (OTHER PRIORITY CLAIMS) OR CLASS 3 (GENERAL UNSECURED CLAIMS), YOU WILL BE RELEASING THE RELEASED PARTIES FROM ANY AND ALL CLAIMS/CAUSES OF ACTION TO THE EXTENT PROVIDED IN ARTICLE IX.B OF THE PLAN UNLESS YOU "OPT-OUT" OF SUCH RELEASES. YOU MAY "OPT-OUT" OF SUCH RELEASES ON YOUR BALLOT OR NOTICE OF NON-VOTING STATUS.

YOUR BALLOT OR OPT-OUT ELECTION FORM MUST BE ACTUALLY RECEIVED BY VERITA BY MAY 6, 2026 AT 4:00 P.M. (PREVAILING EASTERN TIME).

PLEASE TAKE NOTICE OF THE FOLLOWING:

On December 29, 2025 (the "**Petition Date**"), the above-captioned debtor and debtor-in-possession (the "**Debtor**") filed a voluntary petition for relief under title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Court**").

I. APPROVAL OF DISCLOSURE STATEMENT ON AN INTERIM BASIS

1. On _____, 2026, the Court entered an order (the "**Solicitation Procedures Order**"), which, among other things, approved the *Disclosure Statement for the Chapter 11 Plan of Liquidation for Salt House, Inc.* (the "**Disclosure Statement**"), which was filed by the Debtor in the Debtor's chapter 11 case, on an interim basis for solicitation purposes only.

[1] The Debtor in this chapter 11 case is Salt House, Inc. (f/k/a 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. **Copies of the Disclosure Statement, the *Chapter 11 Plan of Liquidation for Salt House, Inc.* (as may be amended, modified, or supplemented from time to time, the "Plan"),[2] the Solicitation Procedures Order, and all other documents filed in this chapter 11 case may be obtained and reviewed without charge at https://www.veritaglobal.net/food52, or upon request to the Debtor's claim and voting agent, KCC dba Verita, by (a) telephone at 1 (866) 967-1780 (U.S./Canada) or 1 (310) 751-2680 (International) or (b) submitting an email inquiry at https://www.veritaglobal.net/food52/inquiry. Paper copies of, or a thumb drive containing, the Plan, Disclosure Statement, and Solicitation Procedures Order will be provided upon request to the Notice and Claims Agent, and may also be accessed through the following QR Code:**

3. **The Debtor will file the Plan Supplement no later than April 29, 2026. A copy of the Plan Supplement may be obtained free of charge on the webpage of the Notice and Claims Agent at https://www.veritaglobal.net/food52 or upon request to the Notice and Claims Agent by (a) telephone at 1 (866) 967-1780 (U.S./Canada) or 1 (310) 751-2680 (International) or (b) submitting an email via Verita's website at https://www.veritaglobal.net/food52/inquiry.**

II. THE HEARING TO CONSIDER (A) FINAL APPROVAL OF THE DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION AND (B) CONFIRMATION OF THE PLAN

4. **Combined Confirmation Hearing**. A hearing (the "**Combined Confirmation Hearing**") to consider (a) final approval of the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code and (b) confirmation of the Plan will be held before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 6th Floor, Courtroom #2, 824 North Market Street, Wilmington, Delaware 19801, on **May 19, 2026 at 11:00 a.m. (prevailing Eastern Time)**. The Combined Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtor in open court of the adjourned date at the Combined Confirmation Hearing or any continued hearing or as indicated in any notice filed with the Court on the docket in this chapter 11 case.

5. **Voting Deadline**. Only Holders of Claims in Class 3 (General Unsecured Claims) are entitled to vote to accept or reject the Plan. The deadline for the submission of such votes is **May 6, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

6. **Parties Not Entitled to Vote**. Holders of Unimpaired Claims in Class 1 (Secured Claims) and Class 2 (Other Priority Claims) are presumed to accept the Plan. Holders of Impaired Claims in Class 4 (Subordinated Claims) and Interests in Class 5 (Interests) will receive no

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

distribution under the Plan on account of such Claims or Interests and are deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, and Priority Tax Claims, as described in the Plan, have not been classified and, therefore, Holders of such Claims are not entitled to vote to accept or reject the Plan. The respective treatment of such unclassified Claims is set forth in Article II of the Plan.

7. **Objections to Confirmation**. Objections to confirmation of the Plan, and any objection to the adequacy of the disclosures in the Disclosure Statement, if any, must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (c) state with particularity the basis and nature of such objection; and (iv) be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 and served on the Notice Parties[3] so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on May 6, 2026**. Unless an objection is timely served and filed as prescribed herein, it may not be considered by the Court.

8. If any holder of a Claim seeks to challenge the allowance of its Claim for voting purposes in accordance with the Tabulation Procedures set forth in the Solicitation Procedures Order, including because a claim objection has been filed against that holder's Claim, such holder must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing its Claim in a different amount or classification for purposes of voting to accept or reject the Plan (a "**Rule 3018 Motion**") and serve the Rule 3018 Motion on the Debtor's counsel, whose contact information is on the last page of this Notice, so that it is received by them no later than May 1, 2026 at 4:00 p.m. (ET). The Debtor shall then have until May 12, 2026 to file and serve any responses to the same. If the Rule 3018 Motion is not consensually resolved, such Rule 3018 Motion will be adjudicated prior to or during the Combined Confirmation Hearing.

RELEASE, EXCULPATION, AND INJUNCTION

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. YOU SHOULD REVIEW THOSE PROVISIONS CAREFULLY AS YOUR RIGHTS MAY BE AFFECTED.

YOUNG CONAWAY STARGATT & TAYLOR, LLP, Michael R. Nestor, Kara Hammond Coyle, Elizabeth S. Justison, Andrew M. Lee, and Brynna M. Gaffney, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Telephone: (302) 571-6600, Facsimile: (302) 571-1253, *Counsel to the Debtor and Debtor in Possession*.

[3] The Notice Parties are: (a) the Debtor, c/o Salt House, Inc., Attn.: Erika Badan (erika@salt-house.com); (b) counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Michael R. Nestor, Esq. (mnestor@ycst.com), Kara Hammond Coyle, Esq. (kcoyle@ycst.com), and Elizabeth S. Justison, Esq. (ejustison@ycst.com); (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov); and (d) counsel to the Committee, 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).

EXHIBIT 4-A

Notice of Non-Voting Status for Unimpaired Classes

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SALT HOUSE, INC.,[1]	Case No. 25-12277 (LSS)
Debtor.	**Ref. Docket No. __**

NOTICE OF NON-VOTING STATUS OF HOLDERS OF UNIMPAIRED CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN

PLEASE READ PARAGRAPH 9 LOCATED ON PAGE 3 OF THIS DOCUMENT FOR IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE.

YOU WILL BE RELEASING THE RELEASED PARTIES FROM ANY AND ALL CLAIMS/CAUSES OF ACTION TO THE EXTENT PROVIDED IN ARTICLE IX.B OF THE PLAN UNLESS YOU "OPT-OUT" OF SUCH RELEASES. YOU MAY "OPT-OUT" OF SUCH RELEASES AND YOU MUST INDICATE SUCH "OPT-OUT" IN THE OPT-ELECTION FORM AT THE END OF THIS NOTICE.

YOUR OPT-OUT ELECTION FORM MUST BE ACTUALLY RECEIVED BY VERITA BY MAY 6, 2026 AT 4:00 P.M. (PREVAILING EASTERN TIME).

TO: ALL HOLDERS OF CLAIMS AND CLAIMS IN CLASSES 1 AND 2

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On December 29, 2025 (the "**Petition Date**"), the above-captioned debtor and debtor-in-possession (the "**Debtor**") filed a voluntary petition for relief under title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Court**").

2. On _____, 2026, the Court entered an order (the "**Solicitation Procedures Order**"), which, among other things, approved the *Disclosure Statement for the Chapter 11 Plan of Liquidation for Salt House, Inc.* (the "**Disclosure Statement**"), which was filed by the Debtor in the Debtor's chapter 11 case, on an interim basis for solicitation purposes only.

3. **Combined Confirmation Hearing**. A hearing (the "**Combined Confirmation Hearing**") to consider (a) final approval of the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code and (b) confirmation of the *Chapter 11 Plan of Liquidation for Salt House, Inc.* (as may be amended, modified, or supplemented from time to time, the "**Plan**")[2] will be held before the Honorable Laurie Selber

[1] The Debtor in this chapter 11 case is Salt House, Inc. (f/k/a 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 Plan.

Silverstein, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 6th Floor, Courtroom #2, 824 North Market Street, Wilmington, Delaware 19801, on **May 19, 2026 at 11:00 a.m. (prevailing Eastern Time)**. The Combined Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtor in open court of the adjourned date at the Combined Confirmation Hearing or any continued hearing or as indicated in any notice filed with the Court on the docket in this chapter 11 case.

ENTITLEMENT TO VOTE ON THE PLAN

4. In accordance with the terms of the Plan and the Bankruptcy Code, General Administrative Claims, Professional Fee Claims, and Priority Tax Claims (collectively, the "**Unclassified Claims**") are unclassified and are not entitled to vote on the Plan. Holders of Claims and Interests in Classes 1 (Secured Claims), 2 (Other Priority Claims), 4 (Subordinated Claims) and 5 (Interests) under the Plan (collectively, the "**Non-Voting Classes**") are (a) conclusively presumed to have accepted the Plan or deemed to reject the Plan, as applicable, and (b) not entitled to vote to accept or reject the Plan, as further described below. You are receiving this notice because you are a Holder of a Claim or Interest in a Class that is conclusively presumed to accept the Plan and, therefore, not entitled to vote on the Plan.

5. Your rights are described more fully in the Disclosure Statement and Plan. Copies of the Disclosure Statement, the Plan, the Solicitation Procedures Order, and all other documents filed in this chapter 11 case may be obtained and reviewed without charge at https://www.veritaglobal.net/food52 or upon request to the Debtor's claim and voting agent, KCC dba Verita, by (i) telephone at 1 (866) 967-1780 (U.S./Canada) or 1 (310) 751-2680 (International) or (ii) submit an email inquiry at https://www.veritaglobal.net/food52/inquiry. Paper copies of, or a thumb drive containing, the Plan, Disclosure Statement, and Solicitation Procedures Order will be provided upon request to the Notice and Claims Agent, and may also be accessed through the following QR Code:

6. The Debtor will file the Plan Supplement no later than April 29, 2026. A copy of the Plan Supplement may be obtained free of charge on the webpage of the Notice and Claims Agent at https://www.veritaglobal.net/food52 or upon request to the Notice and Claims Agent by (a) telephone at 1 (866) 967-1780 (U.S./Canada) or 1 (310) 751-2680 (International) or (b) submitting an email via Verita's website at https://www.veritaglobal.net/food52/inquiry.

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

7. The Plan proposes to modify the rights of certain creditors of the Debtor. The classification of Claims and Interests under the Plan is described generally below:

Class	Claim or Interest	Status	Voting Rights
1	Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	General Unsecured Claims	Impaired	Entitled to Vote
4	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
5	Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

8. **Objections to Confirmation**. Objections to confirmation of the Plan, and any objection to the adequacy of the disclosures in the Disclosure Statement, if any, must: (i) be in writing; (ii) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (iii) state with particularity the basis and nature of such objection; and (iv) be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 and served on the Notice Parties[3] so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on May 6, 2026**. Unless an objection is timely served and filed as prescribed herein, it may not be considered by the Court.

PLEASE BE ADVISED THAT ARTICLE IX OF THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:

9. As of the Effective Date of the Plan, certain release, injunction, and exculpation provisions set forth in the Plan will become effective, including a release by Holders of Claims and Interests as set forth in Article IX of the Plan (the "**Third-Party Release**"). These provisions are described below. You may choose to opt out of the Third-Party Release set forth in Article IX of the Plan by following the instructions set forth below.

IF YOU WISH TO OPT OUT OF THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE IX OF THE PLAN:

[3] The Notice Parties are: (a) the Debtor, c/o Salt House, Inc., Attn.: Erika Badan (erika@salt-house.com); (b) counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Michael R. Nestor, Esq. (mnestor@ycst.com), Kara Hammond Coyle, Esq. (kcoyle@ycst.com), and Elizabeth S. Justison, Esq. (ejustison@ycst.com); (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov); and (d) counsel to the Committee, 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 you prefer to return a hard copy of your Opt-Out Election Form by **first class mail**, you may return it in the enclosed preaddressed, postage prepaid envelope to:

Salt House, Inc. (f/k/a Food52, Inc.) Ballot Processing Center
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

To arrange hand delivery of your Opt-Out Election Form, please submit an email to the Solicitation Agent on their website at https://www.veritaglobal.net/food52/inquiry at least 24 hours prior to your arrival at the Verita address above and provide the anticipated date and time of delivery.

If you prefer to submit your Opt-Out Election Form Online, you may do so through the online portal maintained by Verita. **To submit your Opt-Out Election Form via the Solicitation Agent's online portal, visit** https://www.veritaglobal.net/food52.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Election Form:

Unique Opt-Out Election Form ID#:_____
PIN:_____

The Solicitation Agent's online portal is the sole manner in which Opt-Out Election Forms will be accepted via electronic or online transmission. Creditors who submit an Opt-Out Election Form using the online portal should NOT also submit a hard copy Opt-Out Election Form. Opt-Out Election Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.

If your Opt-Out Election Form is not received by the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtor, you will be deemed to consent to the Third-Party Release set forth in Article IX.B of the Plan unless you have timely filed an objection to the Releases contained in the Plan.

THIS OPT-OUT ELECTION FORM MUST BE ACTUALLY RECEIVED, REGARDLESS OF THE METHOD OF SUBMISSION, BY THE VOTING AGENT ON OR BEFORE THE VOTING DEADLINE OF MAY 6, 2026 AT 4:00 P.M. (PREVAILING EASTERN TIME) (THE "RELEASE OPT-OUT DEADLINE"). IF THIS OPT-OUT ELECTION FORM IS RECEIVED AFTER THE RELEASE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED BY THE VOTING AGENT AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE

IX.B OF THE PLAN UNLESS YOU HAVE TIMELY FILED AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Opt-Out for Third Party Release. By checking this box, the undersigned Holder of a Claim in Class 1 or 2:

☐ Elects not to grant (and therefore **OPTS OUT OF**) the Third-Party Release contained in Article IX.B of the Plan.

PLEASE BE ADVISED THAT BY CHECKING THE BOX ABOVE YOU ELECT NOT TO GRANT THE THIRD-PARTY RELEASE AGAINST EACH PARTY THAT IS A "RELEASED PARTY" AS THAT TERM IS DEFINED IN THE PLAN. YOU MUST AFFIRMATIVELY CHECK THE BOX ABOVE IN ORDER TO OPT OUT OF THE THIRD-PARTY RELEASE. NOTE THAT OPTING OUT OF THE RELEASE WILL RESULT IN YOU NOT BEING INCLUDED IN THE DEFINITION OF "RELEASED PARTY" UNDER THE COMBINED DISCLOSURE STATEMENT AND PLAN.

Releases by Holders of Claims. As of the Effective Date, except as otherwise provided in this Plan or the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under this Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any Claims and Causes of Action that the Debtor or its Estate would have been legally entitled to assert in its own right including any Claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its Estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, the payment or satisfaction of prepetition debt or Claims, this Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, documents and pleadings related to the Sales, or agreement or document created or entered into in connection with the Sales, the DIP Orders the DIP Term Sheet, and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, this Chapter 11 Case, the filing of this Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Orders, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date; *provided*, *however*, that this provision shall not operate to waive or release any Claims or Causes of Action related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the

Plan; (2) any obligations under or in respect of the Sale Orders or the APAs; or (3) any obligations relating to any Order entered by the Bankruptcy Court in this Chapter 11 Case.

"Released Parties" means, collectively, solely in its capacity as such, (a) the Debtor; (b) the post-Effective Date Debtor; (c) each of the Debtor's officers and directors who served on or after the Petition Date; (d) the Debtor's former director appointed by the Sponsor; (e) the Sponsor; (f) the Prepetition Noteholders; (g) the Committee and its members; (h) each current and former Affiliate of each Entity in clause (a) through the following clause (g); and (i) the respective Related Parties for each of the foregoing in (a) through (h) above; provided, however, that any Released Party that elects to opt-out of the releases set forth in Article IX.B of this Plan shall not be a Released Party. For the avoidance of doubt, directors and officers of the Debtor who did not serve in such capacity on or after the Petition Date are not Released Parties, other than the former director appointed by the Sponsor.

"Releasing Parties" means, in their capacities as such: (a) all Holders of Claims who are sent a Ballot, with respect to Class 3 (General Unsecured Claims), or Non-Voting Opt-Out Form, with respect to Class 1 (Secured Claims) and Class 2 (Other Priority Claims), and do not timely elect to opt-out of, or object to, the releases provided by this Plan in accordance with the Solicitation Procedures; (b) each Released Party who has voluntarily agreed to be a releasing party by electing not to opt-out of the releases set forth in Article IX.B of this Plan; and (c) with respect to any Person or Entity in the foregoing clauses (a) and (b), the Related Party of such Person or Entity solely in their capacity as such (provided that with respect to any Related Party identified herein, each such Person constitutes a Releasing Party under this clause: (i) solely with respect to Claims that such Related Party could have properly asserted for or on behalf of a Person identified in clauses (a) and (b) of the definition of Releasing Parties; and (ii) solely to the extent the Releasing Party can legally bind the Related Party under applicable non-bankruptcy law).

Exculpation. Except as otherwise specifically provided in this Plan, to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim related to any act or omission arising from the Petition Date through and including the Effective Date in connection with, relating to, or arising out of, this Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor's in-court restructuring efforts, the Disclosure Statement, documents and pleadings related to the Sales, the DIP Orders and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, or any other restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Sales, this Plan, the Plan Supplement, this Chapter 11 Case, the filing of this Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Orders, the conduct of the sale process, the pursuit of consummation, the administration and implementation of the Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place between the Petition Date and the Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person, but in all respects such Entities shall be entitled to

reasonably rely upon the written advice of counsel with respect to their duties and responsibilities pursuant to the Plan to the extent permitted under applicable law.

"Exculpated Party" or "Exculpated Parties" means, in each case in its capacity as such, (a) the Debtor; (b) each of the Debtor's officers and directors who served in such capacity on or after the Petition Date, and any other person serving as a fiduciary of the Debtor's Estate, in each case, who served at any time between the Petition Date and the Effective Date of this Plan; (c) the Committee and its members; and (d) each of the Debtor's and the Committee's Retained Professionals.

Injunction. Except as otherwise provided in this Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of this Plan; (2) have been released pursuant to this Plan; (3) are subject to exculpation pursuant to this Plan; or (4) are otherwise satisfied, stayed, released, or terminated pursuant to the terms of this Plan, are permanently enjoined and precluded, from and after the Effective Date, from taking any actions to interfere with the implementation or consummation of this Plan and from commencing or continuing in any manner, any action or other proceeding on account of any such Claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtor or any Person or Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities, including being permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor Released Parties, the Released Parties, or Exculpated Parties (as applicable): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff or subrogation of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests ((i) other than a setoff exercised prior to the Petition Date, (ii) unless such Entity has filed a motion requesting the right to perform such setoff on or before the Effective Date or has filed a Proof of Claim or proof of Interest indicating that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law; or (iii) otherwise permissible under applicable law, asserted through a timely filed or deemed timely filed proof of claim); and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, exculpated, or settled pursuant to this Plan.

Please be advised that impaired parties not entitled to vote on the Plan, *i.e.* Holders of Impaired Claims in Class 4 (Subordinated Claims) and Interests in Class 5 (Interests) have not granted the releases set forth in Article IX.B of the Plan unless that party separately agrees to provide such releases. Please be further advised that unimpaired parties not entitled to vote on the Plan, *i.e.* Holders of Unimpaired Claims in Class 1 (Secured Claims) and Class 2 (Other Priority Claims)

have granted the releases set forth in Article IX.B of the Plan unless that party opts out of such releases.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE IX THEREOF.

Item 4. Acknowledgments. By signing this Opt-Out Election Form, the undersigned acknowledges receipt of the instructions on obtaining the Plan and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to make an election on the releases on behalf of the claimant. The undersigned further certifies that they have submitted the same election concerning the releases with respect to all Claims in a single Class as set forth above and no other Opt-Out Election Form with respect to the Holder's Claims has been completed or, if any other Opt-Out Election Forms have been submitted with respect to such Claims, then any such Opt-Out Election Form are hereby revoked.

Name of Creditor	Telephone Number
Signature	Email Address
If by Authorized Agent, Name and Title	
Name of Institution	Date Completed
Street Address	
City, State, Zip Code	

Dated: March ___, 2026
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/

Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
Elizabeth S. Justison (No. 5911)
Andrew M. Lee (No. 7078)
Brynna M. Gaffney (No. 7402)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
kcoyle@ycst.com
ejustison@ycst.com
alee@ycst.com
bgaffney@ycst.com

Counsel to the Debtor and Debtor in Possession

EXHIBIT 4-B

Notice of Non-Voting Status for Impaired Classes

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SALT HOUSE, INC.,[1]	Case No. 25-12277 (LSS)
Debtor.	**Ref. Docket No. __**

NOTICE OF NON-VOTING STATUS OF HOLDERS OF IMPAIRED CLAIMS CONCLUSIVELY PRESUMED TO REJECT THE PLAN

TO: ALL HOLDERS OF CLAIMS AND CLAIMS IN CLASSES 4 AND 5

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On December 29, 2025 (the "**Petition Date**"), the above-captioned debtor and debtor-in-possession (the "**Debtor**") filed a voluntary petition for relief under title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Court**").

2. On _____, 2026, the Court entered an order (the "**Solicitation Procedures Order**"), which, among other things, approved the *Disclosure Statement for the Chapter 11 Plan of Liquidation for Salt House, Inc.* (the "**Disclosure Statement**"), which was filed by the Debtor in the Debtor's chapter 11 case, on an interim basis for solicitation purposes only.

3. **Combined Confirmation Hearing**. A hearing (the "**Combined Confirmation Hearing**") to consider (a) final approval of the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code and (b) confirmation of the *Chapter 11 Plan of Liquidation for Salt House, Inc.* (as may be amended, modified, or supplemented from time to time, the "**Plan**")[2] will be held before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 6th Floor, Courtroom #2, 824 North Market Street, Wilmington, Delaware 19801, on **May 19, 2026 at 11:00 a.m. (prevailing Eastern Time)**. The Combined Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtor in open court of the adjourned date at the Combined Confirmation Hearing or any continued hearing or as indicated in any notice filed with the Court on the docket in this chapter 11 case.

[1] The Debtor in this chapter 11 case is Salt House, Inc. (f/k/a 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 Plan.

ENTITLEMENT TO VOTE ON THE PLAN

4. In accordance with the terms of the Plan and the Bankruptcy Code, General Administrative Claims, Professional Fee Claims, and Priority Tax Claims (collectively, the "**Unclassified Claims**") are unclassified and are not entitled to vote on the Plan. Holders of Claims and Interests in Classes 1 (Secured Claims), 2 (Other Priority Claims), 4 (Subordinated Claims) and 5 (Interests) under the Plan (collectively, the "**Non-Voting Classes**") are (a) conclusively presumed to have accepted the Plan or deemed to reject the Plan, as applicable, and (b) not entitled to vote to accept or reject the Plan, as further described below. You are receiving this notice because you are either (i) a Holder of an Unclassified Claim and, therefore, not entitled to vote on the Plan; or (ii) a Holder of a Claim or Interest in a Class that is conclusively deemed to reject the Plan and, therefore, not entitled to vote on the Plan.

5. Your rights are described more fully in the Disclosure Statement and Plan. Copies of the Disclosure Statement, the Plan, the Solicitation Procedures Order, and all other documents filed in this chapter 11 case may be obtained and reviewed without charge at https://www.veritaglobal.net/food52 or upon request to the Debtor's claim and voting agent, KCC dba Verita, by (i) telephone at 1 (866) 967-1780 (U.S./Canada) or 1 (310) 751-2680 (International) or (ii) submit an email inquiry at https://www.veritaglobal.net/food52/inquiry. Paper copies of, or a thumb drive containing, the Plan, Disclosure Statement, and Solicitation Procedures Order will be provided upon request to the Notice and Claims Agent, and may also be accessed through the following QR Code:

6. The Debtor will file the Plan Supplement no later than April 29, 2026. A copy of the Plan Supplement may be obtained free of charge on the webpage of the Notice and Claims Agent at https://veritaglobal.net/food52 or upon request to the Notice and Claims Agent by (a) telephone at 1 (866) 967-1780 (U.S./Canada) or 1 (310) 751-2680 (International) or (b) submitting an email via Verita's website at https://www.veritaglobal.net/food52/inquiry.

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

7. The Plan proposes to modify the rights of certain creditors of the Debtor. The classification of Claims and Interests under the Plan is described generally below:

Class	Claim or Interest	Status	Voting Rights
1	Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	General Unsecured Claims	Impaired	Entitled to Vote

4	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
5	Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

8. **Objections to Confirmation**. Objections to confirmation of the Plan, and any objection to the adequacy of the disclosures in the Disclosure Statement, if any, must: (i) be in writing; (ii) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (iii) state with particularity the basis and nature of such objection; and (iv) be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 and served on the Notice Parties[3] so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on May 6, 2026**. Unless an objection is timely served and filed as prescribed herein, it may not be considered by the Court.

PLEASE BE ADVISED THAT ARTICLE IX OF THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:

Releases by Holders of Claims. As of the Effective Date, except as otherwise provided in this Plan or the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under this Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any Claims and Causes of Action that the Debtor or its Estate would have been legally entitled to assert in its own right including any Claims or Causes of Action that could be asserted derivatively or on behalf of the Debtor (or its Estate), that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership or operation thereof, or otherwise), any securities issued by the Debtor and the ownership thereof, the Debtor's in- or out-of-court restructuring efforts, the payment or satisfaction of prepetition debt or Claims, this Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, documents and pleadings related to the Sales, or agreement or document created or entered into in

[3] The Notice Parties are: (a) the Debtor, c/o Salt House, Inc., Attn.: Erika Badan (erika@salt-house.com); (b) counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Michael R. Nestor, Esq. (mnestor@ycst.com), Kara Hammond Coyle, Esq. (kcoyle@ycst.com), and Elizabeth S. Justison, Esq. (ejustison@ycst.com); (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov); and (d) counsel to the Committee, 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).

connection with the Sales, the DIP Orders the DIP Term Sheet, and any related agreement, instruments, and other documents relating thereto, this Plan, the Plan Supplement, this Chapter 11 Case, the filing of this Chapter 11 Case, the pursuit of the Confirmation Order, the pursuit of the Sale Orders, the conduct of the sale process, the pursuit of consummation, the administration and implementation of this Plan, including the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence or omission taking place on or before the Effective Date; *provided*, *however*, that this provision shall not operate to waive or release any Claims or Causes of Action related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual intentional fraud, willful misconduct, or gross negligence of such Person. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under this Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (2) any obligations under or in respect of the Sale Orders or the APAs; or (3) any obligations relating to any Order entered by the Bankruptcy Court in this Chapter 11 Case.

"Released Parties" means, collectively, solely in its capacity as such, (a) the Debtor; (b) the post-Effective Date Debtor; (c) each of the Debtor's officers and directors who served on or after the Petition Date; (d) the Debtor's former director appointed by the Sponsor; (e) the Sponsor; (f) the Prepetition Noteholders; (g) the Committee and its members; (h) each current and former Affiliate of each Entity in clause (a) through the following clause (g); and (i) the respective Related Parties for each of the foregoing in (a) through (h) above; provided, however, that any Released Party that elects to opt-out of the releases set forth in Article IX.B of this Plan shall not be a Released Party. For the avoidance of doubt, directors and officers of the Debtor who did not serve in such capacity on or after the Petition Date are not Released Parties, other than the former director appointed by the Sponsor.

"Releasing Parties" means, in their capacities as such: (a) all Holders of Claims who are sent a Ballot, with respect to Class 3 (General Unsecured Claims), or Non-Voting Opt-Out Form, with respect to Class 1 (Secured Claims) and Class 2 (Other Priority Claims), and do not timely elect to opt-out of, or object to, the releases provided by this Plan in accordance with the Solicitation Procedures; (b) each Released Party who has voluntarily agreed to be a releasing party by electing not to opt-out of the releases set forth in Article IX.B of this Plan; and (c) with respect to any Person or Entity in the foregoing clauses (a) and (b), the Related Party of such Person or Entity solely in their capacity as such (provided that with respect to any Related Party identified herein, each such Person constitutes a Releasing Party under this clause: (i) solely with respect to Claims that such Related Party could have properly asserted for or on behalf of a Person identified in clauses (a) and (b) of the definition of Releasing Parties; and (ii) solely to the extent the Releasing Party can legally bind the Related Party under applicable non-bankruptcy law).

Exculpation. Except as otherwise specifically provided in this Plan, to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any Claim related to any act or omission arising from the Petition Date through and including the Effective Date in connection with, relating to, or arising out of, this Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Debtor's in-court