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 Nos. 290, 301 & 302**

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 March 27, 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 (d) 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.

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Dated: March 27, 2026
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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