

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

FOOD52, INC.,¹

Debtor.

Chapter 11

Case No. 25-12277 (___)

DEBTOR'S MOTION FOR INTERIM AND FINAL ORDERS (I) AUTHORIZING PAYMENT OF PREPETITION OBLIGATIONS INCURRED IN THE ORDINARY COURSE OF BUSINESS IN CONNECTION WITH THE DEBTOR'S INSURANCE PROGRAMS, INCLUDING PAYMENT OF POLICY PREMIUMS AND BROKER FEES; (II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO; (III) SCHEDULING A FINAL HEARING; AND (IV) GRANTING RELATED RELIEF

The above-captioned debtor and debtor in possession (the “**Debtor**”) hereby submits this motion (this “**Motion**”) for the entry of interim and final orders, substantially in the form attached hereto as **Exhibit B** (the “**Proposed Interim Order**”) and **Exhibit C** (the “**Proposed Final Order**,” and together with the Proposed Interim Order, the “**Proposed Orders**”) (i) authorizing, but not directing, the Debtor to continue and, to the extent necessary, renew, liability, property, and other insurance programs and pay policy premiums and broker fees arising thereunder or in connection therewith, including prepetition obligations arising in the ordinary course of business; (ii) authorizing banks and other financial institutions (collectively, the “**Banks**”) to honor and process check and electronic transfer requests related to the foregoing; (iii) scheduling a final hearing with respect to the foregoing; and (iv) granting related relief. In support of this Motion, the Debtor relies upon and incorporates by reference the *Declaration of Erika Badan in Support of Chapter 11*

¹ The Debtor in this chapter 11 case is Food52, Inc., and the last four digits of the Debtor's federal tax identification number are 2604. For the purpose of this chapter 11 case, the Debtor's service address is 1 Dock 72 Way, 13th Floor, Brooklyn, New York 11205.



Petition and First Day Motions (the “**First Day Declaration**”),² filed contemporaneously herewith. In further support of this Motion, the Debtor respectfully states as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012 (the “**Amended Standing Order**”). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtor consents to the entry of a final judgment or order with respect to this Motion if it is determined that the Court would lack Article III jurisdiction to enter such final judgment or order absent consent of the parties.

2. The statutory and legal predicates for the relief requested herein are sections 105(a), 363(b), and 364 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

BACKGROUND

3. On the date hereof (the “**Petition Date**”), the Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Debtor is authorized to operate its businesses and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the

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

Bankruptcy Code. No official committees have been appointed in this chapter 11 case and no request has been made for the appointment of a trustee or an examiner.

4. Additional information regarding the Debtor's businesses, its capital structure, and the circumstances leading to the filing of this chapter 11 case is set forth in the First Day Declaration.

I. Insurance Programs

5. In the ordinary course of business, the Debtor maintains a comprehensive insurance program (the "**Insurance Program**"). This program includes multiple insurance policies (each a "**Policy**" and, collectively, the "**Policies**"). The Policies vary in amounts and types of coverage in accordance with prudent business practices, state and local laws governing the jurisdictions in which the Debtor operates, and various contractual obligations. The Policies are listed on **Exhibit A** hereto (the "**Insurance Schedule**") and include property liability, general liability, automobile liability, workers' compensation liability, directors and officers liability, and excess liability.³ For each Policy, the Insurance Schedule includes or otherwise identifies, among other things: (i) the corresponding insurance carrier (each an "**Insurance Carrier**," and collectively, the "**Insurance Carriers**"); (ii) the policy number; (iii) the coverage period; and (iv) the annual premium, including associated fees.⁴

³ The Policies summarized on the Insurance Schedule are representative only and are not intended to restrict the Debtor from changing carriers or programs, or adding different types of insurance, in the reasonable exercise of the Debtor's discretion.

⁴ In addition to the Insurance Programs discussed herein, the Debtor maintains an insurance policy with respect to the Debtor's workers' compensation program (the "**Workers' Compensation Program**"), which is listed on **Exhibit A** attached hereto. The Workers' Compensation Program is described in further detail in the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to Pay and Honor Certain (A) Prepetition Wages, Benefits, and Other Compensation Obligations; (B) Prepetition Employee Business Expenses; and (C) Workers' Compensation Obligations; (II) Authorizing Banks to Honor and Process Checks and Transfers Related to Such Obligations; and (III) Granting Related Relief* (the "**Wages Motion**").

6. The Policies are essential to preserve the value of the Debtor's business, property, and assets during this chapter 11 case. Not only are some of the Policies required by the various regulations, laws, and contracts that govern the Debtor's commercial activities, but section 1112(b)(4)(C) of the Bankruptcy Code provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). Moreover, the *Operating Guidelines for Chapter 11 Cases* of the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") require debtors to maintain insurance coverage throughout the pendency of this chapter 11 case.

7. The total annual premiums and related fees under the current Policies are approximately \$538,000.⁵ As of the Petition Date, the Debtor has paid all of its insurance premiums in full, other than with respect to its workers' compensation liability policy. The Debtor is current on its workers' compensation policy, with a payment of approximately \$25,000 coming due within the next thirty days. Through this Motion, the Debtor seeks to make that payment, and seeks authority to continue the Policies in the ordinary course of business on the terms set forth in the Proposed Orders.

III. Broker Fees

8. In connection with the Insurance Programs, the Debtor obtains brokerage and risk management services from Marsh McLennan Agency (the "**Broker**"). The Broker assists the Debtor in obtaining comprehensive insurance for the Debtor's operations by, among other things, assisting the Debtor with the design and development of the Insurance Program, and the

⁵ Calculations for total annual premiums and for the annual premium under each Policy listed in the Insurance Schedule include additional charges on certain Policies such as broker commissions, surcharges, taxes, and other policy fees. The Debtor seeks to make payments to these charges as well as on the base premiums due.

procurement and negotiation of the Insurance Program, and enabling the Debtor to obtain those Policies on advantageous terms at competitive rates. The Broker receives payment for its fees directly from the insurance premium payments. As of the Petition Date, the Debtor does not believe that any accrued and unpaid pre-petition fees are owed to the Broker for its services (“**Broker Fees**”). The Debtor seeks authority to pay all Broker Fees in the ordinary course of business consistent with the Interim DIP Order, Final DIP Order and Approved Budget.

RELIEF REQUESTED

9. By this Motion, the Debtor requests that the Court enter the Proposed Orders, (i) authorizing, but not directing, the Debtor to continue and, to the extent necessary, renew the Insurance Program and pay Policy premiums and Broker Fees arising thereunder or in connection therewith, including any prepetition obligations arising in the ordinary course of business and consistent with the Interim DIP Order, Final DIP Order and Approved Budget; (ii) authorizing the Banks to honor and process check and electronic transfer requests related thereto; (iii) scheduling a final hearing with respect to the foregoing; and (iv) granting related relief.

BASIS FOR RELIEF

I. The Court Should Authorize, but not Direct, the Debtor, in Its Discretion, to Make Necessary Payments Related to the Insurance Programs to Maintain Existing Insurance Coverage

10. Maintaining the Debtor’s insurance coverage under the Insurance Program is a crucial ordinary-course-of-business transaction. Authority to pay any prepetition amounts that may be due and owing related to the Insurance Program—to the extent that the Debtor determines that such payment is necessary to avoid cancellation, default, alteration, assignment, attachment, lapse, or any form of impairment of the coverage, benefits, or proceeds provided under the Insurance Program—is necessary, as the insurance coverage provided under the Insurance Program is essential for preserving the value of the Debtor’s assets and, in most cases, such

coverage is required by the various contracts and state and federal laws that govern the Debtor. *See, e.g.*, 28 U.S.C. § 959(b) (chapter 11 debtor obligated under federal law to operate chapter 11 business according to the laws of the states where business and properties are located). Further, under the chapter 11 operating guidelines issued by the United States Trustee for Region 3 pursuant to 28 U.S.C. § 586, the Debtor is obligated to maintain during this chapter 11 case certain types of insurance coverage, which coverage is provided by certain of the Policies included in the Insurance Program.

11. In addition, the Debtor may need to renew or replace certain of its Policies during the pendency of this chapter 11 case. The nonpayment of any premiums, deductibles, or related fees under any of the Policies could result in one or more of the Insurance Carriers increasing future insurance premiums, declining to renew the insurance policies, or refusing to enter into new insurance agreements with the Debtor. If the Insurance Program lapses without renewal, the Debtor may be exposed to substantial liability for first party property claims and third-party liability claims, to the detriment of all parties in interest.

12. Similarly, the services provided by the Broker are critical to ensuring that the Debtor obtains the necessary insurance coverage on advantageous terms at competitive rates, and the Broker has a significant amount of institutional knowledge regarding the Debtor's insurance needs. If the Debtor was forced to replace the Broker, the Debtor would necessarily be required to spend time, energy, and resources getting a new insurance broker up to speed on the Debtor's insurance needs.

13. Section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). A bankruptcy court may use its equitable powers under section 105 of the

Bankruptcy Code to permit a debtor in possession to pay prepetition claims when payment is necessary to effectuate a debtor's bankruptcy goals and essential to the continued operation of the business. *See Miltenberger v. Logansport. C. & S.W.R. Co.*, 106 U.S. 286 (1882); *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981); *In re Just for Feet, Inc.*, 242 B.R. 821, 825 (D. Del. 1999) (under necessity of payment doctrine prepetition claims may be paid if essential to the continued operation of the business during reorganization); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 192 (Bankr. D. Del. 1994) (recognizing that necessity of payment doctrine authorizes payment of prepetition claims when "such payment is essential to the continued operation of the business").

14. In addition, the Court may authorize the Debtor to pay prepetition premiums to maintain insurance coverage under section 363(b) of the Bankruptcy Code. In particular, section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." Thus, under this section, a court may authorize a debtor to pay certain prepetition claims. *See Ionosphere Clubs*, 98 B.R. 174, 175-77 (S.D.N.Y. 1989) (affirming lower court order authorizing payment of prepetition wages pursuant to section 363(b) of the Bankruptcy Code); *In re UAL Corp.*, Case No. 02-48191 (ERW) (Bankr. N.D. Ill. Dec. 9, 2002) (authorizing payment of prepetition claims under section 363 of the Bankruptcy Code as an out-of-the-ordinary-course transaction); *In re Jillian's Entm't Holdings, Inc.*, Case No. 04-33192 (DTS) (Bankr. W.D. Ky. June 22, 2004).

15. Furthermore, reflecting the recognition that payment of prepetition claims associated with a debtor's insurance program is critical to a debtor's chapter 11 efforts, courts in this District have routinely granted the relief requested herein in other chapter 11 cases.

II. The Court Should Authorize the Banks to Honor and Process the Debtor's Payments Related to the Insurance Programs and the Broker Fees

16. The Debtor also requests the Court to authorize the Banks, when requested by the Debtor, in its discretion, to honor and process checks or electronic fund transfers drawn on the Debtor's bank accounts to pay prepetition obligations described herein, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable bank accounts to make such payments. The Debtor further requests that all of the Banks be authorized to rely on the Debtor's designation of any particular check or electronic payment request as approved pursuant to this Motion.

CAUSE EXISTS TO AUTHORIZE THE DEBTOR'S FINANCIAL INSTITUTIONS TO HONOR CHECKS AND ELECTRONIC FUND TRANSFERS

17. The Debtor further requests that the Court (a) authorize the Banks to receive, process, honor, and pay all checks presented for payment and electronic payment requests relating to the relief sought herein to the extent that the Debtor has sufficient funds on deposit in its accounts with the Banks, whether such checks were presented or electronic requests were submitted before or after the Petition Date, and (b) authorize the Banks to rely on the Debtor's designation of any particular check or electronic payment request as appropriate pursuant to this Motion without any duty of further inquiry and without liability for following the Debtor's instructions. The Debtor anticipates having sufficient funds to pay the amounts described herein. In addition, under the Debtor's existing cash management system, the Debtor can readily identify whether checks or wire transfer requests are payments authorized by the relief requested herein. Accordingly, the Debtor believes that checks or wire transfer requests, other than those relating to payments authorized by the relief requested herein, will not be honored inadvertently.

**BANKRUPTCY RULE 6003 HAS BEEN SATISFIED
AND BANKRUPTCY RULE 6004 SHOULD BE WAIVED**

18. Under Bankruptcy Rule 6003, the Court may grant a motion to “use . . . property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition” within twenty-one (21) days after the commencement of a chapter 11 case to the extent “relief is necessary to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003. The Debtor believes an immediate and orderly transition into chapter 11 is critical to the success of this chapter 11 case. As discussed in detail above and demonstrated by the First Day Declaration, immediate and irreparable harm would result if the relief requested herein is not granted. Failure to maintain insurance coverage may impair the value of the Debtor’s assets and may lead to future rises in premiums or an inability to obtain insurance coverage. Thus, maintaining coverage and paying the existing premiums is crucial to the success of this chapter 11 case. Accordingly, the Debtor submits that it has satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully requests that the Court approve the relief requested in this Motion on an emergency basis.

19. The Debtor also requests that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As described above, the relief sought herein is necessary for the Debtor to operate its business without interruption, thereby preserving value for its estate. Accordingly, the Debtor respectfully requests that the Court waive the fourteen-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

RESERVATION OF RIGHTS

20. Nothing in the Proposed Orders or this Motion: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtor and its estate; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtor and its estate with respect to the validity, priority, or amount of any claim against the Debtor and its estate; or (c) shall be construed as a promise to pay a claim.

NOTICE

21. Notice of this Motion will be given to: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the DIP Lender; (c) counsel to The Chernin Group; (d) counsel to Avidbank; (e) the creditors listed on the Debtor's list of twenty (20) creditors holding the largest unsecured claims against the Debtor; (f) the United States Attorney for the District of Delaware; (g) the Internal Revenue Service; (h) the state attorneys general for states in which the Debtor conducts business; (i) the United States Securities and Exchange Commission; (j) the Insurance Carriers; (k) the Banks; and (l) all parties entitled to notice pursuant to Bankruptcy Rule 2002. Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-1(m). The Debtor submits that, under the circumstances, no other or further notice is required.

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WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Orders granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: December 29, 2025
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Brynna M. Gaffney

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*Proposed Counsel for the Debtor
and Debtor in Possession*

EXHIBIT A**List of Insurance Contracts**

INSURANCE PROGRAM	INSURANCE CARRIER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	APPROXIMATE ANNUAL PREMIUM AND RELATED COSTS
Automobile Liability Policy	Chubb Group of Insurance Companies	(25) 7360-18-77	02/15/2025	02/15/2026	\$5,000.00
Commercial Excess and Umbrella Policy	Chubb Group of Insurance Companies	7818-61-18	02/15/2025	02/15/2026	\$52,000.00
Professional Risk Management Policy	Chubb Group of Insurance Companies	D01710497	05/16/2025	05/16/2026	\$143,000.00
Property Liability Policy	Chubb Group of Insurance Companies	3603-20-52 NBO	02/15/2025	02/15/2026	\$182,000.00
Directors and Officers Liability Policy	Zurich American Insurance Company	MPL 3162200-01	11/17/2025	11/17/2026	\$63,000.00
Workers' Compensation Policy	Zurich American Insurance Company	WC 8722349-02	04/01/2025	04/01/2026	\$93,000.00

EXHIBIT B

Proposed Interim Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FOOD52, INC.,¹

Debtor.

Chapter 11

Case No. 25-____ (____)

Ref. Docket No. ____

**INTERIM ORDER (I) AUTHORIZING PAYMENT OF PREPETITION OBLIGATIONS
INCURRED IN THE ORDINARY COURSE OF BUSINESS IN CONNECTION WITH
THE DEBTOR’S INSURANCE PROGRAMS, INCLUDING PAYMENT OF POLICY
PREMIUMS AND BROKER FEES; (II) AUTHORIZING BANKS TO HONOR AND
PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED
THERE TO; (III) SCHEDULING A FINAL HEARING;
AND (IV) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “**Motion**”)² of the above-captioned debtor and debtor in possession (the “**Debtor**”) for the entry of an interim order (this “**Interim Order**”), pursuant to sections 105(a), 363, and 364 of the Bankruptcy Code, (i) authorizing, but not directing, the Debtor to continue and, to the extent necessary, renew, the Insurance Program and pay Policy premiums and Broker Fees arising thereunder or in connection therewith, including prepetition obligations arising in the ordinary course of business; and (ii) authorizing the Banks to honor and process check and electronic transfer requests related to the foregoing; and upon consideration of the First Day Declaration and the record of this chapter 11 case; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required except as otherwise provided herein; and it appearing that this Court has

¹ The Debtor in this chapter 11 case is Food52, Inc., and the last four digits of the Debtor’s federal tax identification number are 2604. 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.

jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtor, its estate, and its creditors, and is necessary to avoid immediate and irreparable harm to the Debtor and its estate, as contemplated by Bankruptcy Rule 6003(b); and after due deliberation and sufficient cause appearing therefore, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. Objections to entry of an order granting the Motion on a final basis must be filed by _____, 2026 at 4:00 p.m. (ET) and served on: (a) proposed counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Esq. (mnestor@ycst.com), Kara Hammond Coyle, Esq. (kcoyle@ycst.com), Elizabeth S. Justison, Esq. (ejustison@ycst.com), S. Alexander Faris, Esq. (afaris@ycst.com) and Andrew M. Lee, Esq. (alee@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware, 19801, Attn: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov); (c) counsel for the DIP Lender, Moore & Van Allen PLLC, 100 N. Tryon Street, Suite 4700, Charlotte, North Carolina 28202, Attn: James R. Langdon, Esq. (jimlangdon@mvlaw.com) and C. Cowden W. Rayburn, Esq. (cowdenrayburn@mvlaw.com), and Chipman Brown Cicero & Cole, LLP, 1313 N. Market Street, Wilmington, Delaware 19801, Attn: William E. Chipman Jr., Esq. (chipman@chipmanbrown.com); and (d) counsel to any statutory

committee appointed in this chapter 11 case. A final hearing, if required, on the Motion will be held on _____, 2026 at _____.m. (ET). If no objections are filed to the Motion, this Court may enter a final order without further notice or hearing.

3. The Debtor is authorized, but not directed, to maintain the Insurance Program without interruption, and to renew, supplement, modify, or extend (including through obtaining “tail” coverage) the Policies, or enter into new insurance policies, and to incur and pay policy premiums and broker fees arising thereunder or in connection therewith, up to an aggregate amount of \$25,000, in accordance with the same practices and procedures that were in effect prior to the Petition Date.

4. The Debtor is authorized to (a) continue, in the ordinary course of business, the Policies, and renew or enter into new Policies, as necessary, under substantially similar terms.

5. Nothing in this Interim Order: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtor and its estate; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtor and its estate with respect to the validity, priority, or amount of any claim against the Debtor and its estate; or (c) shall be construed as a promise to pay any claim.

6. The Banks shall be, and are, hereby authorized, when requested by the Debtor, to process, honor, pay, and, if necessary, reissue any and all checks or electronic funds transfers, including prepetition checks and electronic payment and transfer requests that the Debtor reissue or re-request postpetition, drawn on the Debtor’s accounts, whether those checks were presented before or after the Petition Date, provided that sufficient funds are available in such accounts to make the payments.

7. The Banks may rely on the Debtor's representations with respect to whether any check or other transfer drawn or issued by the Debtor before the Petition Date should be honored pursuant to this Interim Order, and the Banks shall not have any liability to any party for relying on such representations by the Debtor as provided for in this Interim Order.

8. The Debtor is authorized to take any and all actions necessary to effectuate the relief granted herein.

9. The requirements of Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm to the Debtor's estate.

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

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

EXHIBIT C

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FOOD52, INC.,¹

Debtor.

Chapter 11

Case No. 25-____ (____)

Ref. Docket Nos. __ & __

**FINAL ORDER (I) AUTHORIZING PAYMENT OF PREPETITION OBLIGATIONS
INCURRED IN THE ORDINARY COURSE OF BUSINESS IN CONNECTION WITH
THE DEBTOR’S INSURANCE PROGRAMS, INCLUDING PAYMENT OF POLICY
PREMIUMS AND BROKER FEES; (II) AUTHORIZING BANKS TO HONOR AND
PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED
THERE TO; AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “**Motion**”)² of the above-captioned debtor and debtor in possession (the “**Debtor**”) for the entry of an order (this “**Final Order**”), pursuant to sections 105(a), 363(b), and 364 of the Bankruptcy Code, (i) authorizing, but not directing, the Debtor to continue and, to the extent necessary, renew, the Insurance Program and pay Policy premiums and Broker Fees arising thereunder or in connection therewith, including prepetition obligations arising in the ordinary course of business; and (ii) authorizing the Banks to honor and process check and electronic transfer requests related to the foregoing; and upon consideration of the First Day Declaration and the record of this chapter 11 case; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required except as otherwise provided herein; and it appearing that this Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and

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

it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court, if any; and this Court having previously entered the *Interim Order (I) Authorizing Payment of Prepetition Obligations Incurred in the Ordinary Course of Business in Connection with the Debtor's Insurance Programs, Including Payment of Policy Premiums and Broker Fees; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. ___]; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtor, its estate, and its creditors; and after due deliberation and sufficient cause appearing therefore, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. The Debtor is authorized, but not directed, to maintain the Insurance Program without interruption, and to renew, supplement, modify, or extend (including through obtaining “tail” coverage) the Policies, or enter into new insurance policies, and to incur and pay policy premiums and broker fees arising thereunder or in connection therewith, in accordance with the same practices and procedures that were in effect prior to the Petition Date.
3. The Debtor is authorized to (a) continue, in the ordinary course of business, the Policies, and renew or enter into new Policies, as necessary, under substantially similar terms.
4. Nothing in this Final Order: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtor and its estate; (b) shall impair, prejudice, waive, or

otherwise affect the rights of the Debtor and its estate with respect to the validity, priority, or amount of any claim against the Debtor and its estate; or (c) shall be construed as a promise to pay any claim.

5. The Banks shall be, and are, hereby authorized, when requested by the Debtor, to process, honor, pay, and, if necessary, reissue any and all checks or electronic funds transfers, including prepetition checks and electronic payment and transfer requests that the Debtor reissue or re-request postpetition, drawn on the Debtor's accounts, whether those checks were presented before or after the Petition Date, provided that sufficient funds are available in such accounts to make the payments.

6. The Banks may rely on the Debtor's representations with respect to whether any check or other transfer drawn or issued by the Debtor before the Petition Date should be honored pursuant to this Final Order, and the Banks shall not have any liability to any party for relying on such representations by the Debtor as provided for in this Final Order.

7. The Debtor is authorized to take any and all actions necessary to effectuate the relief granted herein.

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

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