

Business Description

- Headquartered in Scottsdale, AZ, FRC Balance, LLC (“True Food Kitchen” or the “Company”) and its eight debtor affiliates⁽¹⁾ (collectively, the “Debtors”) operate a health-focused restaurant chain whose menu follows the anti-inflammatory diet, which emphasizes biodiverse whole foods and limits processed ones.
- The Company was founded in 2008 by wellness author Dr. Andrew Weil and Sam Fox, a Phoenix-based restaurateur and founder of Fox Restaurant Concepts.
- By fall 2026, the chain had grown to 46 restaurants, in addition to a test kitchen.
 - Technomic estimates the Company's 2025 U.S. sales at \$312 million across 45 restaurants
 - The Debtors now operate 34 restaurants across 14 states, having closed 12 the day they filed

⁽¹⁾ FRC Balance, LLC and certain affiliates filed for Chapter 11 protection on October 4, 2026 (the “Petition Date”) in the U.S. Bankruptcy Court for the Southern District of Texas, reporting \$10 million to \$50 million in both assets and liabilities. For a complete list of Debtor entities, see organizational structure chart below.

Formation

- From its founding in Phoenix, True Food Kitchen was run as one of Fox Restaurant Concepts' brands.
 - In 2009, P.F. Chang's agreed to lend the chain money to build new restaurants; the loan carried an option to convert what it was owed into a majority equity position, making it the controlling owner
 - In February 2012, P.F. Chang's elected to convert early and take a 51% stake, with operations and development remaining with Fox Restaurant Concepts
 - Before the conversion took effect, P.F. Chang's agreed to be acquired by Centerbridge Partners; the parties agreed that if that acquisition closed first, the conversion would be rescinded and the loan would continue on its original terms
 - The acquisition closed in July 2012 and the conversion fell away, leaving P.F. Chang's on the 2009 terms: still a lender, with the option to convert into majority ownership once the chain opened its sixth restaurant

Centerbridge Ownership and Spin-Off from Fox

- By 2016, Centerbridge held majority ownership of True Food Kitchen.
 - Restaurant Business reported that year that Fox had sold a major stake to P.F. Chang's and that the chain had since been developed with Centerbridge funding; Fox Restaurant Concepts kept a stake and continued to run the chain as one of its brands
 - In September 2016, Fox Restaurant Concepts named Christine Barone, a former Starbucks executive, as True Food Kitchen's first chief executive, with a mandate to turn the 13-unit chain into a stand-alone company under Centerbridge's majority ownership
 - The separation was completed in December 2017, when the chain left Fox Restaurant Concepts as FRC Balance with 20 locations and absorbed more than 20 single-restaurant LLCs in a merger
 - In July 2018, Oprah Winfrey made an equity investment and joined the board; Centerbridge remained the controlling shareholder

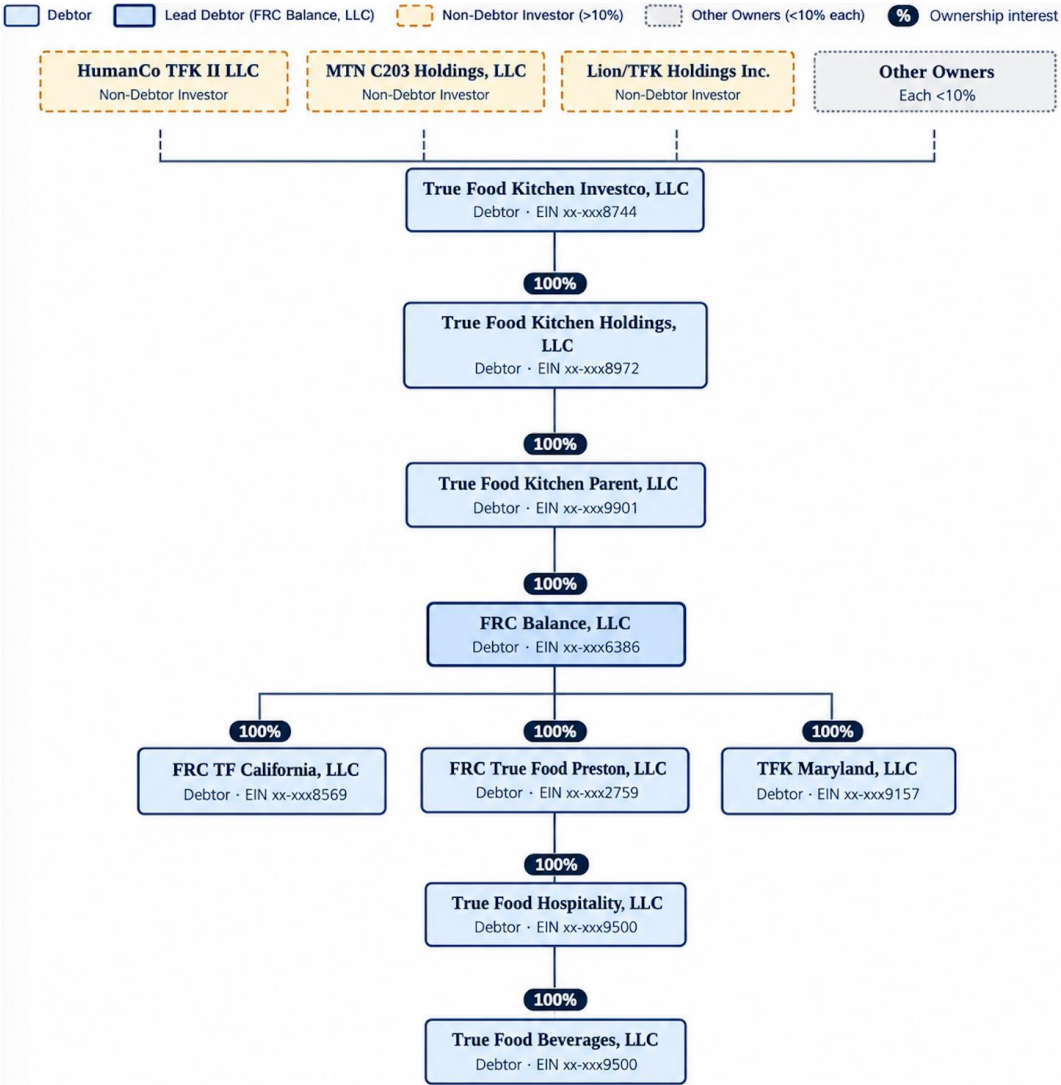
The HumanCo and Manna Tree Investment

- On September 8, 2022, the Company announced a funding round of more than \$100 million, led by two new investors, HumanCo and Manna Tree, and supported by existing investor Centerbridge.
 - Oprah Winfrey, Lion Capital, Dr. Weil and Howard Schultz were also listed as investors
 - Barone said the capital would fund more than 10 new restaurants over two years and the launch of a fast-casual concept
 - By April 2023, the Company was owned by a consortium that included Centerbridge, HumanCo and Manna Tree

Equity Ownership

- As of the Petition Date, the Debtors' ownership statement lists three holders of 10% or more of True Food Kitchen Investco, LLC ("Investco"), a Debtor and the top entity in the corporate structure:
 - **HumanCo TFK II LLC** — 37.78%
 - **MTN C203 Holdings, LLC**, a Manna Tree vehicle — 24.05%
 - **Lion/TFK Holdings Inc.** — 22.74%

Corporate Organizational Structure



Restaurant Footprint

- Prior to filing, True Food Kitchen operated 46 restaurants in 18 states.
 - The October 4 closures took the Debtors out of Louisiana, New Jersey, New York and Ohio entirely and reduced their count in California, Florida, Maryland, Virginia and Illinois



Menu Offerings

- Restaurants serve grass-fed beef, antibiotic-free chicken, sustainably raised salmon and pasture-raised eggs.
 - Since February 2025, the restaurants have been 100% seed oil-free, cooking only with avocado and olive oil; the Company had committed to those two oils in 2022 and removed seed oils from 98% of its menu soon after
- The seasonal menu spans starters, salads and bowls, burgers, entrées and desserts.
 - A July 2025 DoorDash case study named the Ancient Grain Bowl and Edamame Dumplings as core classics, alongside newer dishes such as air-fried chicken and house-fermented sourdough pizzas
 - Drinks include matcha, coffee, signature and zero-proof cocktails, and beer and wine; restaurants also serve a kids' menu, weekend brunch and happy hour, with prices varying by location
- The menu changes four times a year, includes vegan, vegetarian and gluten-free options, and is prepared in kitchens with no freezers or fryers, then-CEO Christine Barone told Bloomberg in 2018.
 - Seasonal menus and new cocktails anchor the Company's promotions, and the restaurants open on Thanksgiving to serve a turkey dinner

Services and Sales Channels

- Besides dine-in service, the restaurants offer reservations, private dining, online ordering, catering and gift cards.
- In October 2024, the Company opened True Food Market, a restaurant-retail hybrid of approximately 2,800 square feet near its Scottsdale headquarters.
 - It pairs a fast-casual menu built around air-fried chicken tenders with a grab-and-go market selling packaged goods, prepared meals and merchandise
- In 2022, sales were split roughly evenly between lunch and dinner; off-premise sales made up approximately 30% of revenue, much of it through the Company's own channels.
 - In the July 2025 DoorDash case study, CFO Peter Koumas put DoorDash orders at approximately 10% of overall revenue

Workforce

- The Debtors employ approximately 2,788 people.
 - Approximately 264 are full-time and 2,524 part-time; approximately 2,533 are hourly and 255 salaried
 - Headquarters staff handle food safety and quality assurance, culinary oversight, facilities, marketing, accounting, finance, IT and human resources
 - Restaurant staff serve guests, run and supervise restaurant operations, and train employees

Suppliers and Vendors

- The Debtors rely on farmers, growers, producers and distributors for fresh produce, meat, poultry and other perishable goods.
 - Some of these suppliers may hold trust claims under the Perishable Agricultural Commodities Act (“PACA”) or the Packers and Stockyards Act (“PASA”), federal statutes that protect qualifying sellers of produce, livestock and poultry
 - The Debtors estimate they owed approximately \$4.4 million to these vendors as of the Petition Date, led by Gordon Food Service (\$2.0 million), Shamrock Foods (\$1.2 million) and FreshPoint Atlanta (\$0.8 million)
- Beyond those suppliers, the Debtors treat three vendor groups as critical:
 - Suppliers of other food, beverages, alcohol, packaging and cleaning supplies
 - Technology vendors for inventory, accounts payable, recruiting, cybersecurity and point of sale
 - Restaurant service providers, including janitorial contractors and vendors of rented kitchen and dishwashing equipment
- Most of the Debtors' supplier relationships are not governed by long-term contracts, and the Debtors buy food, beverage and packaging supplies on an order-by-order or as-needed basis.

Prepetition Obligations

Debtors' Prepetition Obligations

USD in Millions

As of October 04, 2026

Debt Instrument	Agent / Lender	Rate	Maturity	Borrowers	Guarantors / Obligors	Security	Amount Outstanding
Secured Debt:							
Multi-Draw Loan⁽¹⁾ (\$15 million)	Kingswood Partners LLC, MTN C203 ⁽²⁾	15% PIK	06/15/2027	FRC Balance, Parent	Investco, Holdings, FRC TF California, Preston, TFK Maryland, Hospitality, Beverages ⁽³⁾	Senior liens on substantially all assets of the borrowers and guarantors ⁽⁴⁾	\$ 17.4 ⁽⁵⁾
Convertible Notes / Note Purchase Agreement⁽⁶⁾ (\$10 million)	HumanCo TFK III, LLC, MTN C203 ⁽⁷⁾	15%	07/08/2027 ⁽⁸⁾	Investco	FRC Balance, Parent, Holdings, FRC TF California, Preston, TFK Maryland, Hospitality, Beverages	Liens on substantially all assets of the obligors, junior to the Multi-Draw Loan liens ⁽⁹⁾	12.5 ⁽¹⁰⁾
Total Secured Debt							\$ 29.9
Other Obligations:							
Rewards Network Merchant Cash Advance	Rewards Network				Not specified	Subordinated broad lien on property, accounts, and receivables	1.8
Parafin Inc. Merchant Cash Advance	Parafin Inc.	Not specified	Not specified	FRC Balance	Not specified	Asserted interest in future delivery receivables, subject to dispute	2.2
InKind Credit⁽¹¹⁾	InKind Cards Inc., InKind Credit Fund LP, and InKind Warehouse Facility, LLC				Not specified	Asserted subordinated lien on all assets, subject to the Debtors' reservations regarding the InKind agreements	7.2
Total Other Obligations							\$ 11.2
Total Debt							\$ 41.1

1) The Fifth Amended and Restated Multi-Draw Loan Promissory Note, dated August 27, 2026, funded a \$5.0 million advance. Prior to that, \$10 million existing advances, inclusive of capitalized interest was outstanding.

2) Kingswood and MTN C203 each hold a 50% commitment percentage in the new advances.

3) According to the DIP motion. The first day declaration lists only Holdings, FRC TF California, Preston, TFK Maryland, Hospitality and Beverages as guarantors, excluding Investco, and states that Holdings' guarantee was provided by novation.

4) According to the DIP motion. The first day declaration describes the lien as covering substantially all assets of FRC Balance only.

5) Amount includes approximately \$17.2 million of principal (including capitalized interest) and \$204,636 of accrued interest.

6) The notes were converted from unsecured to secured in August 2026.

7) Kingswood Partners LLC is party to the Note Purchase Agreement with respect to its right to exchange Multi-Draw Loan obligations for Convertible Notes.

8) The investors can jointly extend maturity to July 8, 2028.

9) According to the DIP motion. The notes are also contractually subordinated in right of payment to the Multi-Draw Loan. The first day declaration describes the collateral as all fixtures and personal property.

10) Amount includes approximately \$12.4 million of principal (including capitalized interest) plus \$147,387 of accrued interest.

11) InKind provides restaurants with upfront capital in exchange for dining credit, which it subsequently sells to customers to redeem at the restaurant.

Top Unsecured Claims

30 Largest Unsecured Creditors

USD in Thousands

As of October 05, 2026

USD in Thousands

As of October 05, 2026

	Creditor	Nature of Claims	Amount of Claim		Creditor	Nature of Claims	Amount of Claim
1	Gordon Food Service	Trade Payable	\$ 2,020.9	16	Baker Tilly US	Trade Payable	107.4
2	Shamrock Foods	Trade Payable	1,189.2	17	Macerich	Trade Payable	85.3
3	Freshpoint	Trade Payable	823.9	18	Linkedin Corporation	Trade Payable	79.7
4	Simon	Rent	618.2	19	Brookfield Properties	Rent	79.3
5	LeapAmp LLC	Trade Payable	360.0	20	Willie Itule	Trade Payable	78.2
6	Trimark	Trade Payable	342.0	21	The Irvine Company	Rent	77.0
7	Mount Hope Wholesale Inc	Trade Payable	276.9	22	Workday Inc	Trade Payable	75.1
8	Scheiner Commercial Group Inc	Trade Payable	230.6	23	Coastal Sunbelt Produce	Trade Payable	71.8
9	Blackmon Mooring-BMS CAT	Trade Payable	202.2	24	PR III/Crow Raintree Office, LLC	Rent	69.0
10	BiRite Foodservice Distributors	Trade Payable	190.2	25	K3 Facility Services	Trade Payable	64.7
11	Westfield LLC	Rent	164.0	26	The Creative Advertising Group LLC	Trade Payable	64.1
12	Federal Realty	Rent	143.5	27	Forbes	Rent	62.8
13	Ecolab	Trade Payable	141.8	28	Passport Coffee & Tea	Trade Payable	58.7
14	Janel Management Group	Rent	135.7	29	Mission Linen	Trade Payable	57.1
15	Dayforce	Trade Payable	113.2	30	Edens Limited Partnership	Trade Payable	52.9
30 Largest Unsecured Claims \$ 8,035.4							

Operational Challenges

- The pandemic cut into the Company's profitability during a period of growth.
 - To offset the drop in in-person dining, the Company ran some restaurants as ghost kitchens and opened one off-site kitchen for delivery only
 - The First Day Declaration says these tests "impaired staffing and the restaurant and service experience," and both have since ended
- The First Day Declaration also points to strategic missteps: successive leadership teams invested capital outside the Company's core markets and in new product lines and restaurant concepts that ultimately failed.
 - These included equipment for product lines that didn't fit the health-focused brand
 - FSR Magazine cites True Food To Go, a takeout-only format announced in April 2023 for Tempe, Arizona, as "a quick-service prototype that never gained traction"
- Some restaurants struggled with lower-than-expected foot and car traffic, and others lost profitability as local markets and demographics changed.
 - In 2025, systemwide sales fell 0.7%, the chain's first decline outside 2020, and the Debtors closed a location, according to Technomic data

Events Leading to Bankruptcy (cont'd)

Cyclospora Outbreak

- Although absent from the Debtors' filings, the 2026 cyclospora outbreak was cited by Debtors' counsel at the first day hearing as one of the factors leading to the filing.
 - Federal investigators traced the outbreak to contaminated iceberg lettuce grown in central Mexico and supplied by Taylor Farms, which issued a recall on July 17
 - The CDC reported 12,883 illnesses, 570 hospitalizations and two deaths across 21 states before the outbreak was declared over on September 11
- The outbreak weighed on other health-focused chains.
 - Sweetgreen said the news hurt consumer demand for fresh prepared foods, cut July comparable sales by an estimated 600 basis points, and prompted it to lower its full-year guidance
 - Salad and Go, a health-focused drive-through chain that filed for Chapter 11 in August, cited the outbreak, along with rising gas prices and weaker consumer spending, as having accelerated its cash losses

Management Turnover

- The First Day Declaration cites frequent management turnover, which brought repeated changes in expansion strategy, brand direction and menu, as another source of distress; the chain had four chief executives in under four years.
 - In November 2022, Christine Barone, chief executive since 2016, was named president of Dutch Bros, effective in early 2023
 - John Williams, formerly Lazy Dog Restaurants' marketing chief, replaced her in March 2023 and stayed until he resigned in December 2024
 - Jim Dunn then led the Company as interim chief executive until January 2026
 - In July 2026, less than three months before the filing, the Company hired Jeff Chandler, Hopdoddy Burger Bar's chief executive for 10 years, whose announced priorities included restoring "operational consistency" across the restaurants

Prepetition Restructuring Efforts

- Before the filing, the Debtors took several steps to address their liquidity constraints.
 - Engaged Teneo to evaluate the business plan and liquidity and assess strategic alternatives, and appointed Nathan Cook of Teneo as CRO
 - Retained Gordon Brothers to review the real estate portfolio and renegotiate leases
 - Cut corporate headcount and renegotiated vendor contracts to limit expenses
- On or about September 10, 2026, the Debtors retained SOLIC Capital Advisors (“SOLIC”) as investment banker to evaluate strategic alternatives, raise DIP financing and assist with a sale.
 - SOLIC contacted 38 potential lenders, 11 of which signed confidentiality agreements
 - The process produced two term sheets, and the Debtors selected the one from HumanCo TFK IV, LLC, a HumanCo affiliate

The DIP Facility

- The Chapter 11 Cases will be funded through a \$20 million senior secured, superpriority, multiple-draw term loan DIP Facility from HumanCo TFK IV, LLC (“HumanCo IV”).
 - HumanCo IV is an affiliate of HumanCo TFK III, LLC, an NPA noteholder that, with its affiliates, holds approximately 42.1% of Investco’s fully diluted units
 - The Court granted interim approval on October 6, 2026; the facility is all new money, with no roll-up of prepetition debt, and every Debtor is a borrower, jointly and severally liable
- **Structure:** Tranche A provides \$5 million on entry of the interim order, which also makes the full \$20 million commitment binding.
 - Tranche B provides \$15 million in six sequential advances, each requiring the prior one to have funded: \$2 million on the final order; \$2 million on approval of bidding procedures incorporating the term sheet’s competing-bid requirements; \$2 million on a binding stalking horse agreement; \$2.5 million on selection of a successful bidder; \$3 million on a sale or plan order providing for full repayment of the DIP; and the remaining commitment thereafter
- **Interest:** 10%, paid in kind and capitalized monthly; the default rate increase is 5% a year, payable in kind or cash at the lender’s election.
- **Fees:** A 3% commitment fee (\$0.6 million), earned on entry of the interim order, and a 3% funding fee on each advance, both paid in kind.
 - A target return sets a floor on the lender's total return: \$1.9 million on funded balances up to \$5 million, rising pro rata to \$4 million if the full \$20 million is drawn
 - An exit fee, payable at maturity or on earlier repayment, refinancing, sale closing or a plan's effective date, covers any shortfall between the target return and the interest and fees already accrued
- **Maturity:** The earliest of (i) March 31, 2027; (ii) three business days after a sale of all or substantially all assets closes; (iii) a plan’s effective date; (iv) conversion or dismissal; and (v) acceleration after an event of default.

The DIP Facility (cont'd)

- **Milestones:**
 - Final order by October 31; bidding procedures order by November 7; stalking horse agreement, if any, by November 30
 - Bid deadline December 10; auction completed December 17; sale order December 22; closing January 22, 2027; plan effectiveness or DIP repayment by March 31, 2027
 - Court-dependent milestones extend automatically for delays caused by the Court's calendar; the interim DIP order states that the Court does not adopt the milestones as an order of the Court, and they will be considered at the final hearing
- **Credit Bid and Competing Bids:** HumanCo IV may credit bid its DIP claim, fees included, with no cash deposit required on the credit-bid portion.
 - A competing bid must repay the DIP in cash at closing and commit to replace any undrawn Tranche B financing
- **Carve-Out:** Covers U.S. Trustee and clerk fees, up to \$75,000 for a Chapter 7 trustee, budgeted professional fees through two business days after a trigger notice, and up to \$650,000 of professional fees after that.
- **Challenge Period:** Challenges to prepetition liens, claims, transfers and causes of action are due 60 days after a creditors' committee is formed and 75 days after the interim order for other parties with standing.
 - A trustee appointed before the period ends gets the later of the original deadline and 60 days after appointment
 - The cash collateral order sets 45, 60 and 30 days instead, while describing its period as the same as the DIP order's
 - Either period can be extended by agreement or court order, and any sale order entered before the period ends must preserve a timely challenger's rights, including by excluding disputed amounts from a credit bid

The DIP Facility (cont'd)

Bidding Procedures

- **Investigation Budget:** Up to \$50,000, within the DIP commitment and in addition to the carve-out, for committee professionals to investigate and bring a challenge before the period ends.
 - No other DIP proceeds, collateral or cash collateral may be used to challenge the DIP lender or the prepetition lenders' claims and liens
- On October 6, 2026, the Debtors filed a motion seeking approval of bidding procedures allowing three kinds of bids: a section 363 sale of all or substantially all assets, a sale under a Chapter 11 plan, or a recapitalization in which the winning bidder sponsors the plan and takes the reorganized Debtors' equity.
 - The Debtors say a plan route may better preserve leases, permits and licenses, including the alcohol permits held by True Food Beverages, LLC
- **Stalking Horse:** The Debtors may select one or more stalking horse bidders, including HumanCo IV, by November 30, 2026.
 - Bid protections are capped at a 3% break-up fee plus up to \$250,000 of expenses; if HumanCo IV is selected, its bid protections are added on top of its DIP claim
 - If it bids, HumanCo IV stops being a consultation party on stalking horse selection, bid evaluation and the auction
- **Bid Requirements:** Beyond the DIP's competing-bid terms, a bid must include cash to fund a court-approved wind-down amount.
 - If there is a stalking horse, the bid must exceed it by the bid protections plus \$350,000; each bid also needs a 10% good faith deposit
- **Timeline:** Bid Qualification — December 12; Auction — December 15; Sale Objection Deadline — December 18; Sale Hearing — December 21

Merchant Cash Advances

- The Debtors are seeking to reject their merchant cash advance agreement with Parafin, are continuing reduced remittances to Rewards Network and have reserved their position on InKind, with no motion filed yet.
- **Parafin:** On October 5, the Debtors moved to reject their September 10, 2024 agreement with Parafin, effective as of the Petition Date.
 - The proposed order would bar Parafin from debiting the Debtors' accounts after the Petition Date and would require it to return any amounts already debited on or after that date
 - Parafin would have 30 days after entry of the order to file a rejection damages claim
- **Rewards Network:** The Debtors will keep making remittances at a temporarily reduced rate, 25% below the contract rate, and have budgeted \$0.8 million for them over the budget period.
 - Remittances are debited automatically from the Debtors' sweep accounts
- **InKind:** The Debtors reserve all rights on how the InKind obligations are characterized and treated.
 - They point to Bravo Brio, where, in an October 30, 2025 oral ruling, the Bankruptcy Court for the Middle District of Florida approved rejection of a credit purchase agreement with InKind, holding the agreement was an executory contract rather than a security agreement and that rejecting it was a proper exercise of business judgment
 - Until InKind's treatment is resolved, the Debtors operate under a temporary agreement: they keep 70% of weekly InKind-funded sales above a \$0.1 million threshold

Restaurant Closures and Lease Rejection

- The Debtors filed an omnibus motion to reject the leases for the 12 closed restaurants and the Scottsdale headquarters, effective October 8.
 - For any location not yet returned to its landlord by that date, rejection would take effect only when the Debtors surrender the premises
 - Landlords would have 30 days to file rejection damages claims, measured from the latest of entry of the order, the rejection date or any other bar date the Court sets; claims not filed by then would be barred
- The Debtors also seek authority to abandon any furniture, fixtures or other personal property left at the closed sites.
 - Third-party owners of leased equipment, such as dishwashers, would have 14 days after rejection to coordinate removal with the landlords
 - The Debtors continue to review their remaining leases and may seek further rejections
- Separately, the Debtors are pursuing lease assignments, which transfer leases to new tenants rather than terminating them.
 - Prepetition efforts included “exploring assignment transactions for all or substantially all of the Company’s unexpired leases”
 - The Debtors have since agreed to assign “certain leases” and plan to file a motion seeking approval of that transaction

Restaurant Closures and Lease Rejection (cont'd)

- The interim DIP and cash collateral orders address how lender liens apply to the leases:
 - **DIP Lender** — Under the interim DIP order, the DIP lender takes no lien on a leasehold where the lease or applicable law prohibits or restricts one; any consideration the Debtors receive from assigning, selling or otherwise disposing of that lease is still DIP collateral
 - **Prepetition Lenders** — The interim cash collateral order applies the same carve-out to their adequate protection liens, which reach lease-sale proceeds only to the extent the proceeds were already the lenders' collateral before the bankruptcy
 - The order also provides that adequate protection is not cumulative, so a lender cannot recover twice for the same diminution in value under the cash collateral and DIP orders

First Day Relief

- **Wages and Benefits (Final Approval):** The Court granted final approval for the Debtors to pay approximately \$4.5 million in prepetition compensation and benefits, including \$2.2 million in wages, and to continue their employee benefit programs.
- **Taxes and Fees (Final Approval):** The Court granted final approval for the Debtors to pay approximately \$2.2 million in prepetition taxes and fees, including \$2.0 million in sales and use taxes, and to keep paying these obligations after the Petition Date.
 - The motion also sought authority to settle prepetition tax claims for less than face value
- **Insurance (Interim Approval):** The Court granted interim approval for the Debtors to continue their insurance and workers' compensation programs and to renew or replace policies and premium financing arrangements.
 - The order also authorizes payment of approximately \$0.7 million in prepetition premiums and related obligations

First Day Relief (cont'd)

- **Utilities (Final Approval):** Utility providers are barred from altering or cutting off service, and the order sets procedures for resolving their requests for additional assurance.
 - Within 20 days, the Debtors must deposit \$0.3 million in a segregated account, approximately half of one month's average utility cost
- **Cash Management (Interim Approval):** The Court granted interim approval for the Debtors to keep their existing cash management system, bank accounts and business forms.
 - The motion also sought authority to pay bank fees, merchant fees, refunds and chargebacks, and automatic-debit payments
- **Customer Programs (Interim Approval):** The Court granted interim approval for the Debtors to honor gift cards and continue their promotions, rewards programs and corporate partnerships.
 - Approximately \$3.9 million in gift cards was outstanding as of the Petition Date; the programs include Rewards Network, which costs approximately \$0.1 million a month
- **Critical Vendors (Interim Approval):** The Court granted interim approval for the Debtors to pay up to \$0.6 million in prepetition claims held by critical vendors.
 - The Debtors are seeking authority to pay up to \$1.5 million on a final basis
- **PACA/PASA Claims (Interim Approval):** The Court granted interim approval for the Debtors to pay up to \$2.5 million in prepetition claims held by produce and meat suppliers with statutory trust rights.
 - The Debtors are seeking authority to pay up to \$4.6 million on a final basis

Interim Approved Budget

\$ in 000's	Week Ending	Post-Petition Week 1 Forecast 11-Oct-26	Post-Petition Week 2 Forecast 18-Oct-26	Post-Petition Week 3 Forecast 25-Oct-26	Total
Receipts					
Credit Card Sales	\$	2,839	\$ 2,839	\$ 2,839	\$ 8,518
3P Delivery		690	617	617	1,925
Merchant Fees		(321)	(321)	(321)	(964)
Other		46	39	39	124
Net Receipts	\$	3,254	\$ 3,174	\$ 3,174	\$ 9,602
Op. Disbursements					
AP Runs		(235)	\$ (321)	\$ (321)	\$ (878)
Credit Cards		-	(650)	(300)	(950)
Payroll and Benefits		(61)	(2,946)	(61)	(3,067)
Rent		-	-	-	-
Taxes		(53)	(22)	(748)	(823)
Insurance		-	-	-	-
Total Op. Disbursements	\$	(349)	\$ (3,939)	\$ (1,430)	\$ (5,718)
Non-Op Disbursements					
DoorDash Capital	\$	-	\$ -	\$ -	\$ -
Rewards Network		(62)	(62)	(62)	(187)
InKind Funding		36	36	36	107
CapEx		(25)	-	(25)	(50)
Other Non-Op		-	-	(12)	(12)
Total Non-Op Disbursements	\$	(51)	\$ (26)	\$ (63)	\$ (141)
Restructuring Disbursements					
Professional Fees	\$	(375)	\$ (375)	\$ (375)	\$ (1,125)
Critical Vendors		(343)	(111)	(111)	(565)
PACA / PASA		(1,326)	(1,123)	(930)	(3,379)
Utility Deposit		-	(365)	-	(365)
DIP Interest & Fees		-	-	-	-
Other		-	-	-	-
Total Restructuring Disbursements	\$	(2,045)	\$ (1,973)	\$ (1,416)	\$ (5,434)
Net Cash Flow	\$	809	\$ (2,765)	\$ 265	\$ (1,691)
Beginning Book Cash					
	\$	1,663	\$ 7,472	\$ 4,707	\$ 1,663
Net Cash Flow		809	(2,765)	265	(1,691)
DIP Draw		5,000	-	-	5,000
Ending Book Cash	\$	7,472	\$ 4,707	\$ 4,972	\$ 4,972
Ending Bank Cash					
Outstanding Checks (est.)		-	100	250	250
Ending Bank Cash	\$	7,472	\$ 4,807	\$ 5,222	\$ 5,222
DIP Balance:					
Beginning DIP Balance	\$	-	\$ 5,750	\$ 5,761	\$ -
DIP Draw		5,000	-	-	5,000
Fees (PIK)		750	-	-	750
Interest (PIK)		-	11	11	22
Payment of PIK Fees and Interest		-	-	-	-
Ending DIP Balance	\$	5,750	\$ 5,761	\$ 5,772	\$ 5,772