

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

In re:	)	Chapter 11
	)	
Forward Foods LLC,	)	Case No. 09-10545 (KJC)
	)	
Debtor.	)	Re: Docket No. 15
	)	
	)	

**INTERIM ORDER GRANTING MOTION OF THE DEBTOR FOR AUTHORITY TO  
CONTINUE FINANCING ARRANGEMENT FOR INSURANCE PREMIUMS  
NECESSARY TO MAINTAIN INSURANCE COVERAGE**

Upon consideration of the motion (the “Motion”)<sup>1</sup> of the Debtor for an order, under sections 105(a) and 364(c) Bankruptcy Code and Bankruptcy Rule 4001, authorizing the Debtor to perform under the terms of a commercial insurance premium finance and security agreement (the “Finance Agreement”) with Cananwill, Inc. (“Cananwill”), including the payment of all monthly obligations, whether prepetition or post-petition and to renew or enter into new financing arrangements as may be required as the annual terms of the existing Finance Agreement expire, without further order of this Court, in the ordinary course of business; and upon the Muldoon Affidavit; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby

---

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is GRANTED to the extent set forth herein.
2. The Debtor is authorized, but not directed, to continue performing under the Finance Agreement and to pay the premiums and related charges arising under or in connection with the Policies as such premiums and charges become due.
3. The Debtor is authorized to pay all outstanding prepetition obligations due under the Finance Agreement and to pay all post-petition obligations as they become due pending entry of a Final Order.
4. The Court finds and determines that the requirements of Bankruptcy Rule 4001 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.
5. Neither the provisions contained herein, nor any actions or payments made by the Debtor pursuant to this Order, shall be deemed an assumption of the Finance Agreement, or shall otherwise constitute a waiver of the Debtor's rights under section 365 of the Bankruptcy Code or an admission by the Debtor that the Finance Agreement constitutes an executory contract within the meaning of section 365 of the Bankruptcy Code.
6. Neither the provisions contained herein, nor any actions or payments made by the Debtor pursuant to this Order, shall be deemed an admission as to the validity of the underlying obligation or a waiver of any rights the Debtor may have to subsequently dispute such obligation on any ground that applicable law permits.
7. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

Dated: Feb 16, 2009  
Wilmington, Delaware

  
\_\_\_\_\_  
Kevin J. Carey  
Chief United States Bankruptcy Judge