

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

In re:

CBC RESTAURANT CORP., et al.,¹

Debtors.

Chapter 11

Case No. 23-10245 (KBO)

(Jointly Administered)

Re: D.I. No. 18, 36

Continued Hearing Date: March 3, 2023 at 1:00 p.m.

**NOTICE OF ENTRY OF INTERIM ORDER AND CONTINUED HEARING RE
MOTION OF THE DEBTORS FOR ENTRY OF AN INTERIM ORDER: (A)
AUTHORIZING THE DEBTORS' USE OF CASH COLLATERAL; (B) SCHEDULING A
FINAL HEARING; AND (C) FOR RELATED RELIEF**

PLEASE TAKE NOTICE THAT on, February 23, 2023, CBC Restaurant Corp. and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"), filed the *Motion of the Debtors for Entry of an Interim Order: (A) Authorizing the Debtors' Use of Cash Collateral; (B) Scheduling a Final Hearing; and (C) for Related Relief* (the "Motion") [D.I. No. 18] in the above-captioned case with the United States Bankruptcy Court for the District of Delaware (the "Court"). A copy of the Motion is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE THAT the Debtors presented the Motion at a hearing before the Honorable Karen B. Owens on February 24, 2023. The Court granted interim relief on the Motion and entered the *Interim Order: (A) Authorizing the Debtors' Use of Cash Collateral;*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include CBC Restaurant Corp. (0801), Corner Bakery Holding Company (3981), and CBC Cardco, Inc. (1938). The Debtors' service address is 121 Friends Lane, Suite 301, Newtown PA 18940.



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(B) Scheduling a Final Hearing; and (C) Granting Related Relief [D.I. No. 36] attached hereto as **Exhibit B.**

PLEASE TAKE FURTHER NOTICE that a further interim hearing on this Motion will be held on **March 3, 2023 at 1:00 p.m. (EST)**; and any objections to entry of such order shall be in writing, filed with this Court, and served upon (a) proposed counsel to the Debtors, Culhane Meadows, PLLC, Attn: Mette Kurth (mkurth@cm.law); (d) counsel to the Secured Creditors, Foley & Lardner LLP, Attn: Holland O'Neil (honeil@foley.com); (e) counsel to any statutory committee appointed in these cases; and (f) Office of The United States Trustee, Attn: Linda Casey, in each case so as to be received no later than **4:00 p.m. (EST) on March 2, 2023.**

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE FINAL RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OF HEARING.

Dated: February 26, 2023
Wilmington, Delaware

/s/ Mette H. Kurth

Mette H. Kurth (DE Bar No. 6491)
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Proposed Counsel to the Debtors and Debtors In Possession

Exhibit A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

CBC RESTAURANT CORP., et al.,¹

Debtors.

Chapter 11

Case No. 23-10245-KBO

(Joint Administration Requested)

**MOTION OF THE DEBTORS FOR ENTRY OF AN INTERIM
ORDER: (A) AUTHORIZING THE DEBTORS' USE OF CASH COLLATERAL; (B)
SCHEDULING A FINAL HEARING; AND (C) FOR RELATED RELIEF**

CBC Restaurant Corp. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, "Corner Bakery" or the "Debtors"), respectfully state the following in support of this motion (this "Motion").

RELIEF REQUESTED

1. Corner Bakery seeks entry of interim and final orders, in substantially in the form attached hereto as **Exhibit A** and **Exhibit B** (the "Interim Order" and "Final Order," respectively, and together, the "Cash Collateral Orders"): (a) authorizing the Debtors' use of cash collateral; and (b) scheduling a final hearing to consider entry of an order granting the relief requested in the Motion on a final basis. Corner Bakery has notified its secured lender of this Chapter 11 filing and is currently in discussions with the lender and seeking its consent to the use of cash collateral on the limited, short-term basis outlined herein.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include CBC Restaurant Corp. (0801), Corner Bakery Holding Company (3981), and CBC Cardco, Inc. (1938). The Debtors' service address is 121 Friends Land, Suite 300, Newtown PA 18940.



JURISDICTION AND VENUE

2. 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 February 29, 2012 (Sleet, C.J.).

3. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

BASIS FOR RELIEF

5. The statutory predicates for the relief requested herein pursuant to Sections 105(a), 361, 363(b), and 363(c)(2) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”); Bankruptcy Rules 2002, 4001, and 9014; and Local Rule 4001-2

BACKGROUND

A. The Business and Events Leading to These Bankruptcy Filings

6. On February 22, 2023, Corner Bakery commenced cases under Chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

7. A detailed description of the Debtors and their business, and the facts and circumstances giving rise to these Chapter 11 cases and supporting this motion, is set forth in detail in the Detailed descriptions of the Debtors and their business and the facts and circumstances supporting this Motion and the Debtors' chapter 11 cases are set forth in detail in the *Declaration of Jay Pandya, Chief Executive Officer and Chief Operating Officer of CBC Restaurant Corp. in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), which is incorporated herein by reference.

B. Corner Bakery's Prepetition Capital Structure

8. Pursuant to a certain Credit and Guaranty Agreement, dated as of November 10, 2017 (as amended or otherwise modified from time to time, the ("Credit Agreement")) by and among CBC Restaurant Corp., a Delaware corporation ("Company"), Corner Bakery Holding Company (f/k/a IFCB Holding Corporation), a Delaware corporation ("Holdings"), and certain subsidiaries of the Company, as Guarantors (Holdings and such other Guarantors, and together with Company, each a ("Credit Party") and collectively, the ("Credit Parties")), the Lenders party thereto from time to time and SSCP Restaurant Investors, LLC as the successor by assignment from Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent and Collateral Agent (in each such capacity, "Agent"), the Lenders agreed to extend credit facilities in an aggregate amount not to exceed \$177,500,000, consisting of \$155,000,000 aggregate amount of Tranche A Term Loans, and \$22,500,000 aggregate principal amount of Revolving Commitments (subject to a \$9,500,000 sublimit for Revolving Loans and a \$13,000,000 sublimit for Letters of Credit (the "Credit Facility")). The Credit Facility was amended and/or extended as of September 11, 2019, March 31, 2020, April 16, 2020, June 30, 2020, August 7, 2020, September 10, 2020, October 21, 2020, October 28, 2020 and June 15, 2021.

9. Certain Credit Parties also entered into a Pledge and Security Agreement dated as of November 10, 2017 (as amended or otherwise modified from time to time, including the Pledge Supplement dated September 30, 2019, and a Trademark Security Agreement, also dated as of November 10, 2017, granted in connection with the Credit Facility. As of the Petition Date, the amount allegedly due under the Credit Agreement (and disputed by the Debtors) is approximately \$33.8 million.

C. Proposed Terms of Cash Collateral Usage

10. By way of this Motion, Corner Bakery is seeking the use of cash collateral for the limited purpose of funding up to \$2.4 million for the purposes of paying its regular payroll due on February 23, 2023, as set forth in the accompanying *Motion of the Debtors for Entry of Interim and Final Orders: (1) Authorizing Debtors to Pay Prepetition Employee Obligations, Prepetition Withholding Obligations, and Postpetition Employee Obligations in the Ordinary Course; and (B) Authorizing Banks to Honor Related Transfers* and to make certain payments to essential post-petition food vendors in the amount of up to \$1 million (the "Critical Operating Expenses"). The Debtors are preparing a separate motion to be filed shortly seeking approval of debtor-in-possession financing and longer-term usage of cash collateral.

11. The following chart contains a summary of the material terms of the Interim Order, in accordance with Bankruptcy Rules 4001(b)(1) and Local Rule 4001-2.

Material Terms	Summary of Material Terms	Paragraphs of the Interim Order
Cross Collateralization <i>LBR 4001-2(a)(i)(A)</i>	None	N/A
Findings re Validity/Perfection/Debt Amount/Challenge Period <i>LBR 4001-2(a)(i)(B)</i>	None	N/A

506(c) Waiver <i>LBR 4001-2(a)(i)(c)</i>	None	N/A
Prepetition Secured Creditor Liens <i>LBR 4001-2(a)(i)(D)</i>	None	N/A
Provisions Deeming Pre-Petition Debt to be Postpetition Debt Local Bankruptcy Rule <i>LBR 4001-2(a)(i)(E)</i>	None	N/A
Disparate Treatment for Committee Professionals from the Debtors' Professionals <i>LBR 4001-2(a)(i)(F)</i>	None	N/A
Non-Consensual Priming <i>LBR 4001-2(a)(i)(G)</i>	None	N/A
552(b) Waiver <i>LBR 4001-2(a)(i)(H)</i>	None	N/A
Purpose for the Use of Cash Collateral <i>LBR 4001-2(a)(ii)</i>	The Debtors seek authority to use Cash Collateral to pay critical operating expenses during this Chapter 11 case, to be further supplemented by DIP financing to be submitted to this Court for approval roughly contemporaneously with the Final Hearing on this motion	¶[●]
Budget	Except as otherwise expressly provided in the Interim Order, Cash Collateral may be used	¶[●]

<i>LBR 4001(b)(1)(B)(ii)</i>	at the times, in the amounts, and for the purposes set forth herein.	
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THE USE OF CASH COLLATERAL IS NECESSARY AND APPROPRIATE

12. Corner Bakery's need to use cash collateral is immediate and critical in order to continue to operate their business and to administer and preserve the value of their estates. The events leading up to the Debtors' financial circumstances are more fully described in the First Day Declaration. Corner Baker does not have sufficient sources of working capital or available without the authorized use of Cash Collateral.

A. The Debtors' Use Of Cash Collateral.

13. Bankruptcy Code section 363(a) defines cash collateral, which includes, *inter alia*, deposit accounts, whether existing before or after the commencement of a case under the Bankruptcy Code.

14. Section 363(c) further provides as follows:

(1) If the business of the debtor is authorized to be operated under section 721, 1108, 1203, or 1304 of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

(2) The Trustee may not use, sell, or lease cash collateral under paragraph (1) of this subsection unless –

- (A) each entity that has an interest in cash collateral consents; or
- (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provision of this section.

11 U.S.C. § 363(c)(1)-(2).

15. Notwithstanding the objection of a party with an interest in cash collateral, pursuant to section 363(e), the court may authorize the use of cash collateral if such creditor's interest in the cash collateral is adequately protected.

16. The Debtors’ use of cash collateral to pay the Critical Operating Expenses under the circumstances of these Chapter 11 Cases is authorized pursuant to Bankruptcy Code section 363(c).

17. The principal purpose of adequate protection “is to assure that the lender’s economic position is not worsened because of the bankruptcy case.” *In re DeSardi*, 340 B.R. 790, 804 (Bankr. S.D. Tex. 2006). A secured creditor is “not entitled to adequate protection payments without a showing of economic depreciation.” *In re Immenhausen Corp.*, 164 B.R. 347, 352 (Bankr. M.D. Fla. 1994) (citing *United Savings Ass’n v. Timbers of Inwood Forest Assoc., Ltd.*, 484 U.S. 365, 369-73 (1988)). The interest in property that is entitled to protection is value of the collateral securing such claim. *Id.* It follows therefore that where a secured creditor’s interest and the value of the collateral is not diminishing by its use, sale or lease, the secured creditor’s interest is adequately protected. *Id.* The Bankruptcy Code does not explicitly define adequate protection, but does provide a non-exclusive list of the means by which a debtor may provide adequate protection, including other relief resulting in the indubitable equivalent of the secured creditor’s interest in such property. *See* 11 U.S.C. § 361. Because the term “adequate protection” is not defined in the Bankruptcy Code, the precise contours of the concept are necessarily determined on a case-by-case basis. *See, e.g., In re Swedeland Dev. Grp. Inc.*, 16 F.3d 552, 564 (3d Cir. 1994) (citing *In re O’Connor*, 808 F.2d 1393, 1396–97 (10th Cir. 1987)); *In re Martin*, 761 F.2d 472, 474 (8th Cir. 1995) (same); *In re Senior Care Props., Inc.*, 137 B.R. 527, 528 (Bankr. N.D. Fla. 1992) (same); *In re Family Place P’ship*, 95 B.R. 166, 171 (Bankr. E.D. Cal. 1989); *In re Mellor*, 734 F.2d 1396, 1400 (9th Cir. 1984); *see also* S. Rep. No. 95-989, 95th Cong., 2d Sess. 54 (1978) and H.R. Rep. No. 595, 95th Cong., 2d Sess. 339 (1978) (acknowledging that the statute confers upon “the parties

and the courts flexibility by allowing such other relief as will result in the realization by the protected entity of the value of its interest in the property involved.”).

18. Preserving the value of the collateral against the decline in value that would result from a precipitous liquidation is a crucial factor to consider in making an adequate protection determination. *In re Snowshoe Co. Inc.*, 789 F.2d 1085, 87 (4th Cir. 1986) (affirming 364(d) financing order where trustee reported that the collateral would lose from 50% to 90% of its value if operations ceased); *In re Ralar Distribs., Inc.*, 166 B.R. 3, 6 (Bankr. D. Mass. 1994), *aff'd* 182 B.R. 81 (D. Mass.), *aff'd* 69 F.3d 1200 (1st Cir. 1995).

19. Accordingly, to meet the general rehabilitative purpose of chapter 11, which requires that debtors have the ability to access their cash to operate, the Debtors request authority to use their cash collateral to fund the Critical Operating Expenses.

20. In these Chapter 11 Cases, SSCP is adequately protected because without the use of the cash collateral to pay the Critical Operating Expenses, it is extremely unlikely that the Debtors can remain in business and successfully reorganize. Without the ability to fund payroll and purchase food and inventory for its restaurants, Corner Bakery will no longer be able to operate and the value of the lender's collateral will decline precipitously.. Corner Bakery must be permitted to preserve its value.

21. Based on the foregoing, Corner Bakery respectfully submits that entry of an Order authorizing the interim use of cash collateral and scheduling a Final Hearing to approve the use of cash collateral on a final basis is necessary and appropriate.

D. The Debtors' Ability to Make Adequate Assurance Payments to SSCP

22. 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.” 11 U.S.C. §363(b)(1). If the debtors’ determination to use estate assets represents a reasonable business judgment, the bankruptcy court should approve such use. *In re Weatherly Frozen Food Group, Inc.*, 149 B.R. 480, 482-483 (Bankr. N.D. Ohio 1992) (a section 363 sale may be authorized when a sound business purpose dictates such action); *see also In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 175-76 (D. Del. 1991) (section 363 of the Bankruptcy Code requires that the debtor’s decision be supported by a “sound business purpose”); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (Bankr. D. Del. 1999).

23. Once a debtor articulates a valid business judgment, “the business judgment rule ‘is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.’” *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)); *In re Engman*, 331 B.R. 277, 289 (Bankr. D. Mich. 2005) (the business judgment rule creates a presumption in favor of the fiduciary). The business judgment rule has vitality in chapter 11 cases and shields a debtor’s management from judicial second guessing. *Integrated Res.*, 147 B.R. at 656.

24. Additionally, 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). The “doctrine of necessity” functions in a chapter 11 reorganization as a mechanism by which the bankruptcy court can exercise its equitable power to allow payment of critical prepetition claims not explicitly authorized by the Bankruptcy Code. It is well established that a bankruptcy court has authority to authorize payment of prepetition claims where the payment

of such claims is necessary to facilitate reorganization. For example, under the “necessity of payment” doctrine, a bankruptcy court can exercise its equitable powers to permit the payment of prepetition claims of those parties whose goods or services are critical to the debtor’s reorganization. *See In re Eagle-Picher Indus., Inc.*, 124 B.R. 1021, 1023 (Bankr. S.D. Ohio 1991) (supporting principle that bankruptcy court can authorize payment of prepetition claims where such payment is necessary to survival of debtor); *In re SIS Corp.*, 108 B.R. 608,609-10 (Bankr. N.D. Ohio 1989) (recognizing that courts may authorize payments on account of prepetition claims premised upon overriding practical and policy reasons); *In re Structurelite Plastics Corp.*, 86 B.R. 922, 931-932 (Bankr. S.D. Ohio 1988) (agreeing in “principle that a bankruptcy court may exercise its equitable powers under section 105(a) to authorize payment of prepetition claims where such payment is necessary to permit the greatest likelihood of survival of the debtor and payment of creditors in full or at least proportionately”) (citation omitted); *see also In re Lehigh & New England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (“[I]f payment of a claim which arose prior to reorganization is essential to the continued operation of the railroad during reorganization, payment may be authorized even if it is made out of corpus.”); *In re Boston & Maine Corp.*, 634 F.2d 1359, 1382 (1st Cir. 1980) (recognizing the existence of a judicial power to authorize trustees to pay claims for goods and services that are indispensably necessary to the debtors’ continued operation); *In re Columbia Gas Sys.* 171 B.R. 189, 191-92 (Bankr. D. Del. 1994) (necessity of payment doctrine is applicable where “payment is essential to continued operation of business”); *In re Ionosphere Clubs*, 98 B.R. 174, 175-176 (Bankr. S.D.N.Y. 1989) (stating that the rationale of the necessity of payment rule corresponds with the paramount goal under chapter 11 of reorganizing the debtor and that section 105(a) allows the bankruptcy court to “authorize the

payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor”) (citation omitted)

25. Accordingly, the Debtors request authority to use Cash Collateral on the terms set forth herein.

REQUEST FOR A FINAL HEARING

26. Pursuant to Bankruptcy Rule 4001(b)(2) and Local Rule 4001-2(c), the Debtors request that the Court set a date for the Final Hearing and fix the date and time prior to the Final Hearing for parties to file objections to the relief requested by this Motion.

RESERVATION OF RIGHTS

27. Nothing contained in this Motion is intended or should be construed as an admission as to the validity of any claim against Corner Bakery, a waiver of the Debtors’ rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under Bankruptcy Code section 365. Corner Bakery expressly reserves its rights to contest any claim related to the relief sought in this Motion. Likewise, if the Court grants the relief sought in this Motion, any payment made pursuant to an order of the Court is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors’ rights to subsequently dispute such claim.

THE REQUIREMENTS OF BANKRUPTCY RULES 6003 ARE SATISFIED

28. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date “to the extent that relief is necessary to avoid immediate and irreparable harm.” For the reasons discussed above, authorizing the relief requested in this Motion is integral to Corner Bakery’s ability to transition its operations into these chapter 11 cases. Failure to receive such authorization and other relief during the first 21 days of these chapter 11 cases would severely

disrupt its operations at this critical juncture. For the reasons discussed herein, the relief requested in this Motion is necessary in order for Corner Bakery to operate its business in the ordinary course and preserve the ongoing value of its operations and maximize the value of its estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

WAIVER OF BANKRUPTCY RULES 6004(a) and 6004(h)

29. To implement the foregoing successfully, Corner Bakery requests that the Court enter an order providing that notice of the relief requested in this Motion satisfies Bankruptcy Rule 6004(a) and that it has established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

NOTICE

30. The Debtors have provided notice of this Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the lender under the Debtors’ debtor in possession financing facility and counsel thereto; (d) the United States Attorney’s Office for the District of Delaware; (e) the Internal Revenue Service; (f) any party that has requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking “first day” relief, the Debtors will serve copies of this Motion and any order entered on this Motion as required by Local Rule 9013-1(m). Corner Bakery submits that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

31. No prior request for the relief sought in this Motion has been made by Corner Bakery to this or any other court.

WHEREFORE, Corner Bakery respectfully requests that the Court enter an Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: February 23, 2023
Wilmington, Delaware

/s/ Mette H. Kurth

Mette H. Kurth (DE Bar No. 6491)
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Proposed Counsel to the Debtors and Debtors In Possession

Exhibit A

Proposed Interim Order

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

In re:

CBC RESTAURANT CORP., et al.,¹

Debtors.

Chapter 11

Case No. 23-10245-KBO

(Joint Administration Requested)

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS' USE OF CASH
COLLATERAL, (II) SCHEDULING A FINAL HEARING AND (III) GRANTING
RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) authorizing the Debtors' interim and final use of cash collateral, (b) scheduling a final hearing and (c) granting related relief; and it appearing that the Court has jurisdiction over this matter, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having 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 February 29, 2012; and this Court finding that it may enter a final order consistent with Article III of the United States Constitution; and this Court finding that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court finding that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and

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

no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. Pursuant to Bankruptcy Code Sections 105(a), 363(b), and 363(c)(2), the Debtors are authorized to use cash collateral on an interim basis in order to fund the Critical Operating Expenses as set forth in the Motion. Nothing in this Order shall be construed as a judgment as to the validity of any prepetition liens nor as a waiver of any party's right to later challenge such liens, all such rights being expressly reserved.
3. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the Local Rules are satisfied by such notice.
4. Nothing contained in this Interim Order or in the Motion is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors, or (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute any claim. Likewise any payment made pursuant to this Interim Order is not intended to be, and shall not be construed as, an admission to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.
5. Nothing in this Interim Order or the Motion is intended or shall be construed to constitute relief from the automatic stay pursuant to section 362 of the Bankruptcy Code.

6. The terms and conditions of this Order are effective and enforceable immediately upon its entry.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

9. The hearing to consider entry of an order granting the relief requested in the Motion on a final basis shall be held on _____, **2023 at __:00 .m. (EST)**; and any objections to entry of such order shall be in writing, filed with this Court, and served upon (i) counsel to the Debtors, (ii) the Secured Creditors, (iii) the U.S. Trustee, and (iv) counsel for any statutory committee appointed in these Chapter 11 Cases, in each case so as to be received no later than **4:00 p.m. (EST) on _____, 2023.**

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

CBC RESTAURANT CORP., et al.,¹

Debtors.

Chapter 11

Case No. 23-10245-KBO

(Joint Administration Requested)

**FINAL ORDER (I) AUTHORIZING THE DEBTORS' USE OF CASH
COLLATERAL, (II) SCHEDULING A FINAL HEARING AND (III) GRANTING
RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) authorizing the Debtors' interim and final use of cash collateral, (b) scheduling a final hearing and (c) granting related relief; and it appearing that the Court has jurisdiction over this matter, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having 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 February 29, 2012; and this Court finding that it may enter a final order consistent with Article III of the United States Constitution; and this Court finding that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court finding that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and

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

no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

10. The Motion is **GRANTED** as set forth herein.

11. Pursuant to Bankruptcy Code Sections 105(a), 363(b), and 363(c)(2), the Debtors are authorized to use cash collateral on an final basis in order to fund the Critical Operating Expenses as set forth in the Motion. Nothing in this Order shall be construed as a judgment as to the validity of any prepetition liens nor as a waiver of any party's right to later challenge such liens, all such rights being expressly reserved.

12. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the Local Rules are satisfied by such notice.

13. Nothing contained in this Order or in the Motion is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors, or (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute any claim. Likewise any payment made pursuant to this Order is not intended to be, and shall not be construed as, an admission to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

14. Nothing in this Order or the Motion is intended or shall be construed to constitute relief from the automatic stay pursuant to section 362 of the Bankruptcy Code.

15. The terms and conditions of this Order are effective and enforceable immediately upon its entry.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Exhibit B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

CBC RESTAURANT CORP. *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10245 (KBO)

(Jointly Administrated)

INTERIM ORDER (A) AUTHORIZING THE DEBTORS' USE OF
CASH COLLATERAL; (B) SCHEDULING A FINAL HEARING; AND
(C) GRANTING RELATED RELIEF

Pending before the Court is the *Motion of the Debtors for Entry of an Interim Order: (A) Authorizing the Debtors' Use of Cash Collateral; (B) Scheduling a Final Hearing; and (C) for Related Relief* [D.I. 18], (the "**Motion**")² filed by CBC Restaurant Corp. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, "Corner Bakery" or the "Debtors"), for an interim order under sections 105, 361, 362, 363, 507 and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the "**Bankruptcy Code**"), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "**Bankruptcy Rules**"), seeking:

- a. the use of cash collateral for the limited purpose of funding up to \$2.4 million for the purposes of paying its regular payroll due on February 23, 2023, as set forth in the accompanying *Motion of the Debtors for Entry of Interim and Final Orders: (1) Authorizing Debtors to Pay Prepetition Employee Obligations, Prepetition Withholding Obligations, and Postpetition Employee Obligations in the Ordinary Course*; and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include CBC Restaurant Corp. (0801), Corner Bakery Holding Company (3981), and CBC Cardco, Inc. (1938). The Debtors' service address is 121 Friends Land, Suite 300, Newtown PA 18940.

² Capitalized terms not otherwise defined herein have the definition ascribed in the Motion.



- b. authorizing Banks to Honor Related Transfers and to make certain payments to essential postpetition food vendors in the amount of up to \$1 million (the "**Critical Operating Expenses**").

The Interim Hearing having been held by this Court on February 24, 2023; and upon the record made by the Debtors at the Interim Hearing (including, without limitation, the First Day Declaration); any objections or comments raised at the Interim Hearing by the U.S. Trustee; and this Court having heard and resolved or overruled all objections to the interim relief requested in the Motion; and it appearing that the interim relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and after due deliberation and consideration and sufficient cause appearing therefor,

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. On February 22, 2023 (the "**Petition Date**"), the Debtors filed their voluntary petitions under chapter 11 of the United States Bankruptcy Code.
2. The Debtors are in possession of their property and continue to operate and manage their businesses as debtors-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.
3. *The Motion.* The Motion is granted on an interim basis solely as set forth herein (this "**Interim Order**"). Any objection to the Motion to the extent not withdrawn or resolved herein is hereby overruled.
4. *Jurisdiction.* This Court has core jurisdiction over the cases commenced on the Petition Date, this Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. The predicates for relief granted pursuant to this Order are sections 105(a), 362, 363, 364, 503, and 507 of the Bankruptcy Code, Rules 6003 and 6004 of the Bankruptcy Rules, and Rules 4001-1, 4002-1, and 9013-1 of the Bankruptcy Local Rules. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
5. *Committee Formation.* A statutory committee of unsecured creditors (if appointed,

the “**Committee**”) has not been appointed in the Cases.

6. *Notice.* Notice of the Motion, the relief requested therein and the Interim Hearing was served by the Debtors as set forth in Paragraph 30 of the Motion.

7. *Loan Documents and Prepetition Indebtedness to SSCP.*

- a. The Debtors assert that they are party to that certain *Credit and Guaranty Agreement* dated as of November 10, 2017 (the “**Credit Agreement**”) by and among CBC Restaurant Corp., a Delaware corporation (“**CBC**”), Corner Bakery Holding Company (f/k/a IFCB Holding Corporation), a Delaware corporation (“**Holdings**”), and certain subsidiaries of CBC, as Guarantors (Holdings and such other Guarantors, and together with Company, each a (“**Credit Party**”) and collectively, the (“**Credit Parties**”), the Lenders party thereto from time to time and SSCP Restaurant Investors LLC (“SSCP”) as the successor by assignment from Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent and Collateral Agent. The Debtors further assert that certain Credit Parties entered also entered into that certain *Pledge and Security Agreement* dated as of November 10, 2017 (as amended or otherwise modified from time to time, including that certain *Pledge Supplement* dated September 30, 2019, and that certain *Trademark Security Agreement*, also dated as of November 10, 2017, collectively, the “**Security Agreement**”), granted in connection with the Credit Facility (the Credit Agreement, Security Agreement, and all related agreements being the “**Prepetition Agreements**”).
- b. SSCP asserts that pursuant to the Prepetition Agreements, as of the Petition Date, the Credit Parties (including the Guarantors) owed SSCP not less than \$42.5 million. SSCP further asserts that certain monetary and non-monetary defaults existed as of the Petition Date pursuant to the Prepetition Agreements, which had not been cured as of the Petition Date.
- c. The Debtors are in the process of investigating the validity of SSCP’s prepetition liens, reviewing their books and records, and reconciling all amounts paid and owing under the Credit Facility. As a result, the Debtors have reserved their rights to later challenge, if appropriate, the amount owing to SSCP as well as secured status of any, or all, of SSCP's asserted security interests.

8. *Cash Collateral.* SSCP asserts that, by virtue of the Prepetition Agreements, it possesses valid, perfected, first-priority liens on all or virtually all of the Debtors’ assets, wherever located (the “**Collateral**”); accordingly SSCP asserts that, (i) all cash or cash equivalents in the possession or control of the Credit Parties (including the Debtors), wherever located, (ii) any proceeds of the Collateral, and (iii) all other cash subject to the Adequate Protection Liens (defined

below) constitute SSCP's "cash collateral" ("**Cash Collateral**") pursuant to the Bankruptcy Code, applicable law, and this Interim Order.

9. *Use of Cash Collateral.* The terms of the use of Cash Collateral, including the grant of the proposed adequate protection set forth below, are fair and reasonable, proposed in good faith, and reflect the Debtors' exercise of prudent business judgment. The use of Cash Collateral by the Debtors is reasonable and necessary to prevent irreparable injury, loss, or damage to their estates. This Court concludes, and the parties agree, that entry of this Order is in the best interests of the estate at this time because its implementation will, among other things, allow for the continued operation of Debtors' existing businesses and preservation of value for all constituents. At the present time, the Debtors have a need to use Cash Collateral as set forth below.

10. *Consent of SSCP to Use of Cash Collateral.* SSCP has agreed to the Debtors' use of its Cash Collateral *solely* under the terms set forth in this Interim Order. SSCP reserves all rights to object to the continued use of Cash Collateral, if any, following the expiration of the Term of this Interim Order and/or the occurrence of an Event of Default, as defined below; accordingly, all such rights are reserved.

ACCORDINGLY, IT IS HEREBY ORDERED:

11. **Use of Cash Collateral.** The Debtors are authorized to use Cash Collateral for the limited purpose of: 1) funding up to \$2.4 million for the purposes of paying their regular payroll (not including any insiders, managers, corporate officers, or directors) due on February 24, 2023, as set forth in the accompanying *Motion of the Debtors for Entry of Interim and Final Orders: (1) Authorizing Debtors to Pay Prepetition Employee Obligations, Prepetition Withholding Obligations, and Postpetition Employee Obligations in the Ordinary Course; and (2) Authorizing Banks to Honor Related Transfers* and 2) to make certain payments to essential postpetition food

vendors in the amount of up to \$1 million (the "Critical Operating Expenses") with respect to postpetition food orders and deliveries, subject to proof of usage being provided to SSCP. For the avoidance of doubt, the use of Cash Collateral shall be limited to the aggregate amount of not more than \$3.4 million pursuant to the terms of this Interim Order.

12. **Adequate Protection.** The following adequate protection ("**Adequate Protection**") is provided to SSCP as adequate protection of its asserted pre-Petition Date security interests *nunc pro tunc* to the Petition Date, in each case solely against the Debtors and assets thereof that are encumbered under SSCP's prepetition agreements, including, but not limited to, the Credit Agreement and Security Agreement:

- a. The Debtors shall deposit or cause to be deposited all cash and/or proceeds arising from their continued operations, including Cash Collateral, solely in the Checking Account located at Bank of America or the Citizens Bank Operating Account (the "**DIP Bank Accounts**") as described in the *Motion of the Debtors for Entry of Interim and Final Orders: (I) Authorizing the Debtors to (A) Continue to Maintain their Existing Cash Management System, Bank Accounts, and Business Forms, and (B) Honor Certain Prepetition Obligations Related Thereto; and (II) Granting Related Relief* [D.I. 8] (the "**Cash Management Motion**") for use as described in their Cash Management System set forth therein;
- b. SSCP shall be deemed to hold executed deposit account control agreements ("**DACAs**") on the DIP Bank Accounts and all other Bank Accounts (as defined in the Cash Management Motion) pending the consolidation of funds in the DIP Bank Account;
- c. The Debtors are prohibited from opening, causing to be opened, or utilizing any new bank accounts;
- d. Except to the extent permitted by paragraph 11 herein, the Debtors shall not allow any cash and/or proceeds arising from their continued operations, including Cash Collateral, to be used for the benefit of any non-Debtor parties, including non-Debtor affiliated entities;
- e. The Debtors shall not allow any cash and/or proceeds arising from the operations of any non-Debtor parties, including non-Debtor affiliated entities, to be deposited in the Bank Accounts, including the DIP Bank Account;
- f. The Debtor will work with SSCP in good faith to provide SSCP all information and other reporting contemplated by or under the Prepetition Agreements including, but

not limited to, bank statements from the last twelve (12) months for all Bank Accounts used by the Debtors or through which cash and/or proceeds arising from the Debtors' operations flowed at any time, and the Debtors shall comply with all reasonable requests for information or documentation pursuant thereto.

- g. The Debtors shall maintain appropriate and necessary licensing with respect to operating their businesses consistent with prepetition practices.
- h. SSCP is hereby granted, from and after the Petition Date, allowed administrative expense claims in an amount not to exceed the Debtors' actual usage of SSCP's cash collateral pursuant to this Order (the "Cash Collateral Usage") with priority over any and all administrative expenses, adequate protection claims, and all other claims against the Debtors, now existing or hereinafter arising, of any kind whatsoever, solely as provided under 507(b) of the Bankruptcy Code;
- i. As adequate protection for the use of its Cash Collateral, SSCP is hereby granted, from and after the Petition Date, replacement liens and security interests (the "Adequate Protection Liens") in an amount not to exceed the Debtors' Cash Collateral Usage in all accounts and inventory acquired by the Debtors after the Petition Date, specifically including all cash proceeds arising from such accounts and inventory acquired by the Debtors after the Petition Date, in the same nature, extent, priority, and validity that any such liens asserted by SSCP existed on the Petition Date;
- j. As of the Petition Date, the Adequate Protection Liens shall be valid, perfected, enforceable and effective against the Debtors, their successors and assigns, including any trustee or receiver in this or any superseding chapter 7 case, without any further action by Debtors or SSCP and without the execution, delivery, filing or recordation of any promissory notes, financing statements, security agreements or other documents. Notwithstanding the foregoing, this Interim Order shall be deemed a security agreement and may be filed as a financing statement and the Debtors shall execute and deliver such notes, security agreements, assignments, financing statements and other documents that SSCP shall reasonably request to further evidence the liens and security interests granted hereby.
- k. SSCP shall have all the rights and remedies of a secured creditor in connection with the Adequate Protection Liens granted by this Order in all collateral.

13. **Continuing Effect of Adequate Protection.** Notwithstanding anything to the contrary in Section 12, all Adequate Protection Liens are subject to being set aside, all Adequate Protection Claims granted by this Order are subject to being disallowed, and the Court may enter any other appropriate relief, if and to the extent the Court so rules, to the extent that this Court determines that SSCP does not hold valid, first-priority, perfected and secured prepetition liens

with respect to the Cash Collateral.

14. **Events of Default.** The following shall constitute events of default under this Interim Order (“**Events of Default**”):

- a. Any material failure to comply with the terms of this Interim Order, including, but not limited to, the requirements of paragraphs 12 and all subparagraphs thereof;
- b. If a second interim order granting the continued use of SSCP’s Cash Collateral by the Debtors or approving postpetition financing is not approved by the Court and entered on or before March 3, 2023 or such later date as is agreed to in writing by the Debtors and SSCP;
- c. If any representation made by the Debtors after the commencement of this chapter 11 case in any report or financial statement delivered to SSCP proves to have been false or misleading in any material respect as of the time when made or given (including by omission of material information necessary to make such representation, warranty or statement not misleading);
- d. The Debtors (or any of them) fail to provide SSCP any reports or accounting information when due or access to its books and records within a reasonable time after such access is requested; If a trustee or examiner, with authority to affect the operation of the business of the Debtors (or any of them) is appointed in the above-enumerated chapter 11 proceedings without the consent of SSCP;
- e. If the bankruptcy cases of the Debtors (or any of them) are converted to a case under chapter 7; or
- f. If the bankruptcy cases of the Debtors (or any of them) are dismissed.

15. **Remedies Upon Default.** The authorization to use Cash Collateral granted herein shall automatically and immediately terminate two (2) business days after the provision of written notice to the Debtors (with a copy of such notice provided to counsel for the Debtors and the U.S. Trustee) (the “**Default Notice Period**”) of an Event of Default. Upon the occurrence of an Event of Default, the Debtors shall be entitled to an emergency hearing with the Bankruptcy Court to occur within the Default Notice Period. Upon the occurrence of an Event of Default (and following the expiration of the Default Notice Period), the automatic stay provisions of section 362 of the Bankruptcy Code shall be automatically vacated and modified to the extent necessary to permit

SSCP, as applicable, to exercise all rights and remedies provided in this Order and to take any or all of the following actions, as applicable, without further order of or application to this Court:

- a. the immediate termination of the Debtors' use of SSCP's cash collateral; and
- b. to seek the entry of an order prohibiting or limiting the Debtors' further use of the SSCP's cash collateral; and,
- c. such further or other relief as provided in the Bankruptcy Code, this Interim Order or applicable non-bankruptcy law.

16. SSCP may seek, on an emergency basis at the Continued Hearing, a termination of the automatic stay under section 362(a) of the Bankruptcy Code following the expiration of the Default Notice Period. The rights and remedies of SSCP specified herein are cumulative and not exclusive of any rights or remedies that SSCP may respectively have under the Prepetition Agreements, as applicable, or otherwise. The Debtors shall cooperate fully with SSCP in any permitted exercise of rights and remedies.

17. **Term.** Unless otherwise ordered by the Court or extended by written agreement between the Debtors and SSCP, the Debtors' right to use Lender's cash collateral hereunder shall commence on the date hereof and expire at 5:00 PM ET on March 3, 2023. Notwithstanding such expiration or other termination, or modification hereof, SSCP shall be entitled to the liens, priorities and other rights provided herein to the extent that the Debtors have used SSCP's cash collateral following the date hereof.

18. **Continuing Effect of Order.** If an order dismissing any of the cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (x) the superpriority claims and the adequate protection liens granted herein shall continue in full force and effect and shall maintain their priorities as provided in this Order until all adequate protection obligations shall have been paid and satisfied in full (and that such claims and liens shall, notwithstanding such

dismissal, remain binding on all persons), and (y) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (x) above.

19. **Modification of Automatic Stay.** The automatic stay under Bankruptcy Code section 362(a) is hereby modified as necessary to effectuate all of the terms and provisions of this Order, including, without limitation, to: (a) permit the Debtors to grant the adequate protection liens and incur the superpriority claims; (b) permit the Debtors to perform such acts as may be needed to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations under the terms of this Order; and (d) authorize the Debtors to pay, and the Debtors to retain and apply, any payments made in accordance with the terms of this Order.

20. **Notice and Hearing; Reservation of Rights to Object.** A further interim hearing (the “**Continued Hearing**”) shall be scheduled for March 3, 2023, at 1:00 p.m. (ET) to consider further relief. This Interim Order shall be binding upon, and inure to the benefit of SSCP, the Debtors, any official committee(s) that may be appointed and their respective successors and assigns including, without limitation, any trustee appointed in this chapter 11 case or any superseding chapter 7 case.

21. **Notices.** Except as otherwise stated herein, all notices and demands hereunder shall be in writing and shall be deemed given when addressed as follows: to the Debtors: Jay Pandya at jaypandya@rohangroup.net and counsel Mette H. Kurth at MKurth@cm.law and Lynnette R. Warman at LWarman@cm.law; and to SSCP: Ken Schwab at KSchwab@sscpmanagment.com and counsel Holland N. O’Neil at HOneil@foley.com, Mark C. Moore at MMoore@foley.com and Stephen A. Jones at SAJones@foley.com on the earlier of (a) when they are actually delivered

to the addressees by hand delivery, facsimile transmission, e-mail or otherwise, or (b) at 11:00 a.m. Dallas time on the Banking Day next following the deposit thereof with any recognized national overnight delivery service properly addressed to the addressees.

22. **Other.** The findings of fact and conclusions of law of this Court pursuant to this Interim Order shall be deemed effective upon the entry of this Order. To the extent that such findings may constitute conclusions, and vice versa, they hereby are deemed such.

23. To the extent necessary, the Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm. To the extent applicable, the requirements of Bankruptcy Rule 6004(a) are waived. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

24. This Interim Order is immediately valid and fully effective upon its entry by the Court.

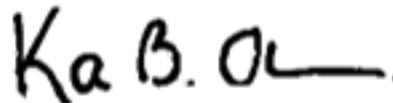
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25. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

27. A further interim hearing on this Motion will be held on **March 3, 2023 at 1:00 p.m. (EST)**; and any objections to entry of such order shall be in writing, filed with this Court, and served upon (i) counsel to the Debtors, (ii) the Secured Creditors, (iii) the U.S. Trustee, and (iv) counsel for any statutory committee appointed in these Chapter 11 Cases, in each case so as to be received no later than **4:00 p.m. (EST) on March 2, 2023**.

Dated: February 24th, 2023
Wilmington, Delaware


KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE