

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

In re:

Chapter 11

CBC RESTAURANT CORP., et al.,¹

Case No. 23-10245 (KBO)

Debtors.

(Jointly Administered)

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE
INSURANCE COVERAGE ENTERED INTO PREPETITION AND SATISFY
PREPETITION OBLIGATIONS RELATED THERETO, (B) RENEW, AMEND,
SUPPLEMENT, EXTEND, OR PURCHASE INSURANCE POLICIES, (C) HONOR THE
TERMS OF ANY PREMIUM FINANCING AGREEMENTS AND PAY PREMIUMS
THEREUNDER, AND (D) ENTER INTO NEW PREMIUM FINANCING
AGREEMENTS IN THE ORDINARY COURSE OF BUSINESS, AND (II) 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 interim order (this “Interim Order”): (a) continue existing insurance coverage entered into prepetition and satisfy payment obligations related thereto; (ii) renew, amend, supplement, extend, or purchase insurance coverage in the ordinary course of business; (iii) honor the terms of any premium financing agreements and pay premiums thereunder, and (iv) enter into new premium financing agreements in the ordinary course of

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.

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



business; and (b) granting related relief, 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 having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found 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 having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and 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 on an interim basis on the terms set forth herein.
2. The Debtors are authorized to continue the Insurance Policies identified in **Exhibit C** of the Motion, and satisfy payment obligations related thereto including, in their reasonable business judgment, any prepetition or postpetition obligations related to the Insurance Policies.
3. The Debtors shall request that clarifying amendments be provided by the insurance carrier for the Insurance Policies via endorsements that: (a) name CBC as the named insured; (b) add an endorsement to all of the Insurance Policies clarifying that PRBG is covered only by virtue of its status as the controlling party of CBC; (c) add SSCP as an additional insured as to all of the Insurance Policies (except the Workers' Compensation Policy), and with respect to the general

liability policy, also add SSCP as a notice party entitled to 30 days advance notice of cancellation; and (d) add the Trustee to all insurance policies as a notice party. Debtors shall request that new certificates of insurance be issued for the Insurance Policies conforming to the above requested amendments and shall provide copies to SSCP and the Trustee of such certificates promptly upon receipt.

4. After five (5) business days' notice to SSCP and after consultation with SSCP, the Debtors are authorized to renew, amend, supplement, or extend existing coverage in the ordinary course of business, including paying, in their reasonable business judgment, any prepetition or postpetition obligations related to them.

5. After five (5) business days' notice to SSCP and after consultation with SSCP, the Debtors are authorized to purchase future insurance coverage in the ordinary course of business, including paying, in their reasonable business judgment, any prepetition or postpetition obligations.

6. The Debtors are authorized to honor the terms of any Premium Financing Agreements and pay any premiums thereunder, including in their reasonable business judgment, any prepetition or postpetition obligations related to them.

7. After five (5) business days' notice to SSCP and after consultation with SSCP, the Debtors are authorized to renew any Premium Financing Agreements including, in their reasonable business judgment, paying any prepetition or postpetition obligations.

8. After five (5) business days' notice to SSCP and after consultation with SSCP, the Debtors are authorized to enter into new premium financing agreements in the ordinary course of business including, in their reasonable business judgment, paying any prepetition or postpetition obligations.

9. The Debtors authority under this Interim Order to pay prepetition amounts owed on account of the Insurance Policies and any Premium Financing Agreements shall not exceed \$483,000.

10. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any prepetition claim against the Debtors; (b) a waiver of the Debtors' right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

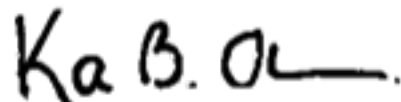
11. The terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

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

13. A final hearing to consider the relief requested in the Motion shall be held on **March 28, 2023, at 1 pm (Eastern Time)**, and any objections or responses to the Motion shall be filed and served on or prior to **March 21, 2023 at 4:00 p.m. (Eastern Time)**.

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

Dated: March 17th, 2023
Wilmington, Delaware

A handwritten signature in black ink, appearing to read "Ka B. Owens", with a stylized flourish at the end.

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE