

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

CBC RESTAURANT CORP., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-10245 (KBO)

(Jointly Administered)

Ref. Docket Nos. 52, 141, 204

**JOINDER OF BRINKER INTERNATIONAL, INC. AND ITS AFFILIATES TO  
LIMITED OBJECTION OF EAGLE GREEN, LP AND TOWSON UE TO DEBTORS'  
FIRST OMNIBUS MOTION FOR ENTRY OF AN ORDER: (I) AUTHORIZING THE  
REJECTION OF CERTAIN UNEXPIRED LEASES AND ABANDONMENT OF  
CERTAIN PERSONAL PROPERTY WITH CERTAIN REJECTIONS AND  
ABANDONMENTS EFFECTIVE *NUNC PRO TUNC* AS OF THE PETITION DATE;  
AND (II) GRANTING RELATED RELIEF**

Brinker International, Inc. and its affiliates (including Maggiano's Holding Corporation f/k/a Maggiano's Corner Bakery Holding Corporation, Maggiano's Texas Inc., Maggiano's Inc. f/k/a Maggiano's Corner Bakery Holding, Inc., and Maggiano's of Tyson's, Inc. (collectively, with Brinker International, Inc. ("Brinker")) (the "Landlords") hereby file this joinder (the "Joinder") to the *Limited Objection of Eagle Green, LP and Towson UE to Debtors' First Omnibus Motion for Entry of An Order: (I) Authorizing Rejection of Certain Unexpired Leases and Abandonment of Certain Personal Property with Certain Rejections and Abandonments Effective Nunc Pro Tunc as of the Petition Date; and (II) Granting Related Relief* [D.I. 204] (the "Objection"), and respectfully represent as follows:

<sup>1</sup> 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 Cardo, Inc. (1938). The Debtors' service address is 121 Friends Lane, Suite 301, Newtown, PA 18940.



## **I. BACKGROUND**

1. On February 28, 2023 (the “Petition Date”), CBC Restaurant Corp. and its affiliated debtor entities (the “Debtors”) filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code. The Debtors’ cases have been jointly consolidated for administrative purposes only.

2. The Debtors continue to operate their business and manage their properties as debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108. No trustee or examiner has been appointed in the Chapter 11 Cases.

3. The Debtors sublease retail space (the “Premises”) from the Landlords pursuant to several leases of nonresidential real property, two of which subleases are included for rejection in the Motion relative to premises located at (a) 6100 N. Topanga Canyon Blvd. #1330 in Woodland Hills, CA 91367 known as the Woodland Hills Store or as Store No. 163 (the “Woodland Hills Lease”), and (b) 2001 W. International Dr., Ste. 1790 in McLean, VA 22012 known as the Tyson’s Corner Store or as Store No. 72 (the “Tyson’s Corner Lease,” and collectively with the Woodland Hills Lease, the “Leases”). The Leases are both leases of “real property in a shopping center” as those terms are used in 11 U.S.C. § 365(b)(3).

4. On the Petition Date, the Debtors filed their *First Omnibus Motion for Entry of An Order: (I) Authorizing Rejection of Certain Unexpired Leases and Abandonment of Certain Personal Property with Certain Rejections and Abandonments Effective Nunc Pro Tunc as of the Petition Date; and (II) Granting Related Relief* [D.I. 52] (the “Motion”),<sup>2</sup> seeking to reject, among

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<sup>2</sup> Capitalized terms used but not otherwise defined here shall have the meanings ascribed to them in the Motion and related documents.

other leases, the Woodland Hills Lease and the Tyson's Corner Lease *nunc pro tunc* – as of the Petition Date and as of March 1, 2023, respectively (the “Rejection Dates”).

5. Since the filing of the Motion, the Landlords have been working in good faith with the Debtors to arrive at a proposed form of order on the Motion to adequately address the concerns of the Landlords. To that end, the ongoing conversations between the Landlords and the Debtors, along with similar discussions between the Debtors and certain of its other landlords, yielded an agreement on language of a revised proposed order on the Motion (the “Revised Proposed Order”).

6. On March 20, 2023, the Debtors' secured lender, SSCP Restaurant Investors LLC (“SSCP”) filed its *Limited Objection of SSCP Restaurant Investors LLC to First Omnibus Motion of the Debtors for Entry of an Order: (1) Authorizing the Rejection of Certain Unexpired Leases and Abandonment of Certain Personal Property (with Certain Rejections and Abandonments Effective Nunc Pro Tunc as of the Petition Date); and (2) Granting Related Relief* [D.I. 163] (the “SSCP Objection”). In the SSCP Objection, SSCP asserts that it is secured by all assets of the Debtors. The SSCP Objection generally takes issue with the financial impact of rejecting the subject leases and the abandonment of the personal property thereon.

7. On March 23, 2023, the Debtors filed their *Debtors' Response to the Limited Objection of SSCP Restaurant Investors LLC to First Omnibus Motion of the Debtors for Entry of an Order: (1) Authorizing the Rejection of Certain Unexpired Leases and Abandonment of Certain Personal Property (with Certain Rejections and Abandonments Effective Nunc Pro Tunc as of the Petition Date); and (2) Granting Related Relief* [D.I. 198].

8. On March 24, 2023, the Landlords filed their *Reservation of Rights and Joinder of Brinker International, Inc. and its Affiliates to Debtors' First Omnibus Motion for Entry of An Order: (1) Authorizing Rejection of Certain Unexpired Leases and Abandonment of Certain*

*Personal Property with Certain Rejections and Abandonments Effective Nunc Pro Tunc as of the Petition Date; and (II) Granting Related Relief* [D.I. 203] (the “Reservation”).

9. Further, in the late afternoon of March 24, 2023, the undersigned received correspondence from Debtors’ counsel noticing the Landlords that, notwithstanding the month or more that has elapsed since the Petition Date, certain personal property and/or equipment lessors (i.e. Loomis Armored US, LLC, NuCo2 LLC and Ecolab, Inc.) may still have leased property or equipment on the Premises as to which the Debtors urge the “parties to coordinate between themselves as to how and when the equipment can be removed from the premises” (the “Notices”). True and correct copies of these Notices are attached hereto as **Exhibit “A.”**

10. In the evening of March 24, 2023, after at least two of the Debtors’ other landlords apparently received correspondence similar to the Notices, Eagle Green, LP and Towson UE LLC (the “Eagle Green Parties”), filed the Objection.

11. The Objection sets forth the Eagle Green Parties’ objections and arguments that the SSCP Objection and the Notices seek to retroactively reverse the Debtors’ prior unequivocal surrender of the Premises causing affected landlords (who acted in good faith and relied on the Rejection Motion and unequivocal surrender of their premises) to act as involuntary landlords bearing risks and costs associated with maintenance of relevant premises and protection of the personal property remaining in those premises. As set forth in the Objection, for there to be an unequivocal surrender of the Premises and retroactive rejection of the Leases, any property remaining on the Premises must have either been removed before the effective Rejection Dates, or be abandoned free and clear of all liens, claims, interests, and encumbrances as of the effective Rejection Dates, not some future date. As a result, any order on the Motion has to provide that (a) the Landlords may use or dispose of any such abandoned personal property without notice or

liability to the Debtors or any third parties, without further notice or order of this Court, and without waiver of any claim that the Landlords may have against the Debtors, and (b) to the extent applicable, the automatic stay be modified to permit the Landlords' use or disposition of any abandoned property remaining, including but not limited to the transfer of title by the applicable Debtors.

## **II. JOINDER**

12. Consistent with the rights reserved in the Reservation, the Landlords hereby join and incorporate the Objection, as well as join in any responsive pleading of any other landlords, to the extent not inconsistent with the Objection, and request such other and further relief as is appropriate.

## **III. RESERVATION OF RIGHTS**

13. The Landlords reserve all rights to make such other and further objection as they deem necessary and appropriate.

WHEREFORE, the Landlords respectfully request that the Court enter an order consistent with the Objection and joined herein and grant such other and further relief as this Court deems just and proper under all of the circumstances.

Dated: March 27, 2023  
Wilmington, Delaware

Respectfully submitted,

**WOMBLE BOND DICKINSON (US) LLP**

/s/ Matthew P. Ward

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and

JACKSON WALKER LLP  
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*Counsel to Brinker International, Inc., Maggiano's Holding Corporation f/k/a Maggiano's Corner Bakery Holding Corporation, Maggiano's Texas Inc., Maggiano's, Inc. f/k/a Maggiano's Corner Bakery Holding, Inc., and Maggiano's of Tyson's, Inc.*

**EXHIBIT A**



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March 24, 2023

**Sublandlord:**

Maggiano's of Tyson's, Inc.  
Attn: General Counsel  
c/o Brinker International, Inc.  
6820 LBJ Fwy.  
Dallas TX 75240

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**Prime Landlord:**

Tyson's Galleria L.L.C.  
c/o General Growth Properties, Inc.  
110 North Wacker  
Chicago IL 60606

Ecolab Inc.  
1 Ecolab Place  
St. Paul, Minnesota 55102

Ecolab, Inc.  
c/o Michael T. Etmund, Attorney  
Moss & Barnett  
150 South Fifth Street, Suite 1200  
Minneapolis, MN 55402  
Via Email: [Mike.Etmund@lawmoss.com](mailto:Mike.Etmund@lawmoss.com)  
612-877-5309

Loomis Armored US, LLC  
2500 City West Blvd., Suite 2300  
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Via Email:  
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NuCo2 LLC  
2800 SE Market Place  
Stuart, FL 34997  
800-472-2855





**Re: Notice of Lease Rejection and Vacating Premises**  
**Corner Bakery Store No. 72 - Tyson's Corner (Brinker Sublease)**  
**Premises: 2001 W. International Dr. Ste. 1790 McLean, VA 22102**  
***In re CBC Restaurant Corp., et al., Case No. 23-10245-11***  
**(Bankr. Del., Petition Date 2/22/2023)**

Please be advised that the real property lease for the premises identified above is being rejected by the Debtors under section 365 of the Bankruptcy Code as set forth in and effective as of the date set forth in the attached First Omnibus Motion of the Debtors for Entry of an Order: (1) Authorizing the Rejection of Certain Unexpired Leases and Abandonment of Certain Personal Property (With Certain Rejections and Abandonments Effective Nunc Pro Tunc as of the Petition Date); and (3) Granting Related Relief [Dkt. 52] attached hereto.

We understand that certain equipment lessors who are being copied on the letter/email may have equipment on the premises. The purpose of this notice is allowing the parties to coordinate between themselves as to how and when the equipment can be removed from the premises.

Each of you has the other party's contact information as set forth in this communication which should be helpful.

Thank you for your anticipated cooperation.

Respectfully,  
**CULHANE MEADOWS PLLC**  
RICHARD G. GRANT, ESQ.  
Partner

RGG/hl  
Enclosures

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March 24, 2023

**Sublandlord Notice Address:**

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3000 Olympus Blvd  
Attention: General Counsel CBK0076  
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**Prime Landlord Notice Address:**

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NuCo2 LLC  
2800 SE Market Place  
Stuart, FL 34997  
800-472-2855

**Re: Notice of Lease Rejection and Vacating Premises**  
**Corner Bakery Store No. 163 - Woodland Hills**  
**Premises: 6100 N. Topanga Canyon Blvd. #1330 Woodland Hills, CA 91367**  
***In re CBC Restaurant Corp., et al., Case No. 23-10245-11***  
**(Bankr. Del., Petition Date 2/22/2023)**

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