

**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: Dkt. No 60, 214

**ORDER APPROVING THE STIPULATION BY AND AMONG THE DEBTORS, SSCP
RESTAURANT INVESTORS, LLC, AND FIRST INSURANCE FUNDING RE:
INSURANCE PREMIUM FINANCE AGREEMENT AND ADEQUATE PROTECTION
WITH RESPECT THERETO**

CBC Restaurant Corp. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Corner Bakery” or “Debtors”),² SSCP Restaurant Investors, LLC (“SSCP”), and FIRST Insurance Funding, a Division of Lake Forest Bank & Trust Company, N.A (“FIRST”), stipulate and agree as follows:

1. The Stipulation is granted.
2. The Debtors are authorized to perform under the Stipulation.
3. As of the date of this Order, the Stipulation shall be binding on the Parties, any of the Parties' successors or assigns, the Debtors' bankruptcy estates, and the Committee.
4. Debtors are authorized and directed to:
 - a) enter into the Premium Finance Agreement attached to the Stipulation as Exhibit “A” (the “Premium Finance Agreement”);

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.



- b) grant FIRST or its successor or assigns a first priority lien on and security interest in the Policies³, including the in unearned premiums and other collateral (collectively, the “Collateral”), as described in the Premium Finance Agreement; and
- c) timely make all payments due under the Premium Finance Agreement. FIRST is authorized to receive and apply such payments to the Indebtedness owed by Debtor to FIRST as provided in the Premium Finance Agreement.

5. Without limitation, the liens, security interests and rights in the Collateral granted under the Premium Finance Agreement: (i) are senior to (a) the liens of any lender providing DIP or cash collateral financing in this Case and (b) to any claims under 11 U.S.C. §§ 503, 506(c) or 507(b); and (ii) shall not be subject to avoidance, priming or surcharge by any party in interest. Pursuant to the Premium Finance Agreement, the Debtor irrevocably appoints FIRST as its attorney-in-fact in the event of default to cancel any financed insurance Policies and collect the Collateral, as described infra.

6. If additional premiums become due to insurance companies under the Policies financed under the Premium Finance Agreement, Debtor and FIRST or its successor or assigns are authorized to modify the Premium Finance Agreement as necessary to pay the additional premiums without the necessity of further hearing or order of this Court.

7. In the event Debtor does not make any of the payments under this Agreement or the Premium Finance Agreement as they become due, the automatic stay shall automatically lift to enable FIRST and or/third parties (without further order of this Court), including insurance companies providing the protection under the Policies, to take all steps necessary and appropriate to cancel the Policies, collect the Collateral and apply such Collateral to the Indebtedness owed to FIRST by Debtor. Without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Stipulation and Order thereon, FIRST and/or Zurich must

³ Capitalized terms not defined herein shall have the meaning ascribed in the Motion or the Premium Finance Agreement, as applicable.

deliver a Notice of Intent to Cancel to the Debtors, with a copy to SSCP and the Official Committee of Unsecured Creditors (“Committee”) as more fully set forth in the Motion.

8. FIRST, or any third party, including insurance companies providing the coverage under the Policies, exercising such rights shall comply with the notice provisions and other provisions of the Premium Finance Agreement.

9. The Premium Finance Agreement and the liens and security interests in the Collateral granted pursuant hereto shall continue in full force and effect and Indebtedness due under the Premium Finance Agreement shall remain due and owing notwithstanding: (i) the dismissal or closure of this Case, (ii) the discharge of Debtor, or (iii) the confirmation of a plan of reorganization.

10. To the extent that any audits need to be performed by any carrier on any of the Policies, the Debtor or the trustee subsequently appointed under Chapters 7 or 11, shall reasonably cooperate.

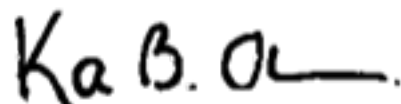
11. The terms and conditions of this Order will be immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all actions necessary to implement the Stipulation (including the transactions contemplated therein) and to effectuate the relief granted in this Order in accordance with the Motion.

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

Dated: May 8th, 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