

**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: Docket Nos. 289, 361, 418

Objection Deadline: May 22, 2023 @ 4:00 p.m.

Hearing: June 1, 2023 @ 9:30 a.m.

**OBJECTION AND RESERVATION OF RIGHTS OF GREENWAY-RESTAURANT
COMPLEX PARTNERS, L.P. TO THE (I) NOTICE OF POSSIBLE ASSUMPTION AND
ASSIGNMENT WITH RESPECT TO EXECUTORY CONTRACTS AND UNEXPIRED
LEASES OF THE DEBTORS AND (II) PROPOSED SALE OF SUBSTANTIALLY ALL
OF THE DEBTORS' ASSETS**

Greenway-Restaurant Complex Partners, L.P. (“Landlord” or “Greenway”), by and through the undersigned counsel, files this objection and reservation of rights (the “Objection”) to the *Notice of Possible Assumption and Assignment with Respect to Executory Contracts and Unexpired Leases of the Debtors* [D.I. 418] (the “Notice”) and the proposed sale of the Debtors’ assets pursuant to the *Order (I) Approving Bidding Procedures In Connection With The Sale Of Substantially All Of Debtors’ Assets, (II) Scheduling Bid Deadlines And The Auction, (III) Approving Form And Manner And Notice Thereof, And (Iv) Granting Related Relief* [D.I. 361] (the “Bid Procedures Order”). In support thereof, Landlord respectfully states:

¹The 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.



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JURISDICTION

1. 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. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(D) and (M).

BACKGROUND

2. On February 23, 2023 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the Court.

3. Upon information and belief, 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.

4. Debtor, CBC Restaurant Corp., and Landlord are party to an unexpired lease of non-residential real property dated on or about June 16, 2008 (including all amendments, the “Lease”) relating to approximately 4,000 square feet of floor area in the shopping center located at 118 E. John Carpenter Freeway, Suite 100, Irving, TX 75062 (the “Premises”). The Premises is located in a “shopping center” as that term is used in section 365(b)(3) of the Bankruptcy Code. *See In re Joshua Slocum, Ltd.*, 922 F.2d 1081, 1086-87 (3d Cir. 1990).

5. On April 7, 2023, the Debtors filed their Bid Procedures Motion [D.I. 289], and on April 20, 2023, the Court entered the Bid Procedures Order, which among other things, approved Bidding Procedures and procedures for (i) filing objections to the sale of substantially all assets of the Debtors (the “Sale”) and (ii) providing notice to lease counterparties of the potential assumption and assignment of leases. Objections to the Sale and the assumption and assignment

of leases are due by May 22, 2023, except that certain adequate assurance or other sale related objections may be raised at the sale hearing.

6. Under the Bid Procedures Order, bids are due by May 25, 2023 and an auction to select the winning bidder (the “Successful Bidder”) is scheduled for May 30, 2023 with a sale hearing on June 1, 2023.

7. On May 1, 2023, the Debtors filed the Notice which identifies certain unexpired leases and executory contracts which may be assumed and assigned in connection with the Sale, including Landlord’s Lease. The Notice indicates that \$297.00 is the aggregate amount necessary to cure all monetary defaults under the Lease (the “Proposed Cure Amount”).

OBJECTION

8. Landlord objects to the Sale to the extent that the terms of any potential sale order (the “Sale Order”) seek to impair or limit Landlord’s rights under the Lease, the Bankruptcy Code or other applicable law. Any assumption of the Lease must be conditioned on the Debtors’ compliance with the requirements of section 365 of the Bankruptcy Code, including, but not limited to, paying all amounts due and owing under each of the Lease through the effective date of the assumption of the Lease and providing adequate assurance of future performance information to Landlord in accordance with the terms of the Bid Procedures Order and the Bankruptcy Code.

A. Objection to Proposed Cure Amount

9. The Proposed Cure Amount is not reflective of all monetary defaults under the Lease. As of the date of this Objection, the aggregate cure amount owing under the Lease is **\$8,921.33** (the “Cure Amount”), including pre and post-petition arrears, CAM/Tax/Insurance reconciliation and attorneys’ fees, which are specifically allowed under the terms of the Lease.

The ledgers are annexed hereto as Exhibit A. Landlord seeks attorneys' fees in the amount of \$1,000.00.

10. The Cure Amount represents the amounts currently due and owing to Landlord under the Lease. The Cure Amount may increase prior to any actual date of assumption and assignment of the Lease if the Debtors do not pay all amounts that accrue after the date of this Objection, and any taxes, common area maintenance and other amounts that may come due, pursuant to the terms of the Lease, and regardless of when those amounts accrued.

11. Landlord notes that the Lease imposes certain indemnification and contribution obligations that arise out of litigation or other claims that may be asserted or threatened against Landlord in connection with the Lease. Each of these indemnification and contribution covenants and obligations must be assumed, and otherwise cured if the Lease is to be assumed and assigned as part of the Sale. Landlord objects to the Proposed Cure Amount to the extent that it fails to include amounts related to the indemnification and contribution covenants and obligations for which the Debtors are responsible to Landlord under the Lease.

12. In connection with the assumption and assignment of the Lease, all rights of Landlord under the Lease (including defenses thereto) must be preserved. As such, any order approving the Sale should specify that Landlord's setoff, recoupment, and subrogation rights are preserved, and that the Debtors and any proposed assignee remain liable to Landlord for (i) any accrued but unbilled charges under the Lease, including but not limited to, year-end adjustments for common area maintenance, taxes and similar charges; (ii) any regular or periodic adjustment or reconciliation charges that come due under the Lease; (iii) any percentage rent that may be due under the Lease; (iv) any non-monetary defaults; and/or (v) any insurance, indemnification and other contractual obligations under the Lease regardless of when they accrued. This result is mandated by the

requirement that the Debtors cure all arrears and that the Debtors provide adequate assurance of future performance under the terms of the Leases. *See* 11 U.S.C. § 365(b)(1).

13. To the extent that rent, attorneys' fees, interest, and/or other charges continue to accrue, and/or Landlord suffers other pecuniary losses with respect to the Lease, Landlord further reserves the right to amend the Cure Amount to: (i) reflect such additional amounts; and (ii) to account for year-end adjustments, (collectively, the "Adjustment Amounts"), which have not yet been billed or have not yet become due under the terms of the Lease. The Debtors or any assignee of the Lease must be responsible for satisfying the Adjustment Amounts when due in accordance with the terms of the Lease regardless of when such Adjustment Amounts were incurred.

14. Further, under section 365(k) of the Bankruptcy Code the Debtors remain responsible for any contractual obligations under the Lease that arose prior to the assumption and assignment of the Lease, thus, any provision in the proposed order approving the Sale that purports to release the Debtors from any further liability under the Lease, including those contractual obligations that arose prior to the assumption and assignment of the Lease should be stricken.

15. Finally, the proposed order approving the Sale or any order approving the assumption and assignment of the Lease must provide, among other things, that the Debtors, the Successful Bidder or the proposed assignee promptly pay to Landlord all amounts due and owing under the Lease through the effective date of assumption and assignment of the Lease (i.e., the Cure Amount), as the same may increase to reflect attorneys' fees and any other amounts that become due or are determined after the date of this Objection.

B. Debtors Must Demonstrate Adequate Assurance of Future Performance

16. In accordance with section 365 of the Bankruptcy Code, Landlord must be provided with sufficient information with respect to adequate assurance of future performance prior to the

potential assumption and assignment of the Lease to the Successful Bidder or proposed assignee.

17. The adequate assurance of future performance information provided to Landlord as part of the Sale must demonstrate the heightened standards for adequate assurance of future performance in a shopping center will be satisfied by the Successful Bidder or proposed assignee in accordance with section 365 of the Bankruptcy Code.

18. Under this requirement, the Debtors must provide to Landlord assurances: (a) of the source of rent and other consideration due under the Lease, and that the financial condition and operating performance of the Successful Bidder or proposed assignee and any guarantor shall be similar to the financial condition and operating performance of the Debtors and any guarantor of the Debtors at the time the Debtors entered into the Lease; (b) that any percentage rent due under the Lease, if applicable, will not decline substantially; (c) that assumption and assignment of the Lease is subject to all provisions of the Lease, including but not limited to radius, location, use or exclusivity provisions, and will not breach any such provision contained in another lease; and (d) that assumption or assignment of the Lease will not disrupt any tenant mix in the Leased Premises. *See* 11 U.S.C. § 365(b)(3). The Debtors bear the burden of demonstrating the Successful Bidder or proposed assignee's ability to provide adequate assurance of future performance. *In re Lafayette Radio Electronics Corp.*, 12 B.R. 302, 312 (Bankr. E.D.N.Y. 1991). *See also In re Federated Dept. Stores, Inc.*, 135 B.R. 941, 944 (Bankr. S.D. Ohio 1991); *In re TSW Stores of Nanuet, Inc.*, 34 B.R. 299, 308 (Bankr. S.D.N.Y. 1983).

19. In order to satisfy the heightened adequate assurance of future performance burden, the Successful Bidder or any proposed assignee of the Lease must provide the following information: (i) the specific name of the proposed assignee, and the proposed name under which the proposed assignee intends to operate the store; (ii) the proposed assignee's intended use for the space; (iii)

audited financial statements and annual reports for the past three (3) years, including all supplements or amendments thereto; (iv) cash flow projections for the proposed assignee, the proposed assignee's most recent business plan, all cash flow projections for the Lease, and any financial projections, calculations and/or proformas prepared in contemplation of purchasing the Lease; (v) all documents and other evidence of the proposed assignee's retail experience and experience operating stores in a shopping center; and (vi) a contact person for the proposed assignee Landlord may directly contact in connection with the adequate assurance of future performance information.²

20. Landlord demands strict proof of the Successful Bidder's or the proposed assignee's ability to establish adequate assurance of future performance with respect to the Lease. Landlord is entitled to the full benefit of its bargain under the Lease and the full protections provided by section 365 of the Bankruptcy Code. Any assumption and assignment of the Lease must be in accordance with all provisions of the Lease and the Bankruptcy Code. *See, e.g., In re Entertainment, Inc.*, 223 B.R. 141, 151 (Bankr. N.D. Ill. 1998).

21. Depending on what adequate assurance information is received, Landlord may request that the Successful Bidder provide cash or letter of credit security deposits and/or a guaranty from an affiliate or parent company.

C. The Debtors are Required to Assume and Assign the Potentially Assigned Leases in Their Entirety, Including Any and All Obligations Contained Therein, and all Landlord's Rights Under the Lease and Applicable Law Must be Preserved

22. Any assumption and assignment of the Lease requires the Debtors to assume and assign such leases in their entirety, including any and all conditions, covenants, monetary and non-

² Landlord expressly reserves the right to request further adequate assurance information that Landlord may deem necessary, in its sole and unfettered discretion, to make an informed decision as to the ability of any proposed assignee of a Lease to satisfy the requirements of section 365 of the Bankruptcy Code.

monetary obligations and terms contained in each of the Lease for which the Debtors are responsible. *See, e.g., In re New York Skyline, Inc.*, 432 B.R. 66, 77 (Bankr. S.D.N.Y. 2010) (citations omitted) (“When a debtor assumes the lease...it must assume both the benefits and burdens of the contract. Neither the debtor nor the bankruptcy court may excise material obligations owing to the non-debtor contracting party.”); *Shangra-La, Inc. v. Three Sisters Partner, L.L.C.*, 176 F.3d 843, 849 (4th Cir. 1999) (citing *Adventure Resources, Inc. v. Holland*, 137 F.3d 786, 798 (4th Cir.), cert. denied, 117 S.Ct. 404 (1998)) (“When the Debtor assumes its unexpired lease...it assumes it cum onere—the debtor must accept the obligations of the executory contract along with the benefits.”); *see also Citibank, N.A. v. Tele/Resources, Inc.*, 724 F.2d 266 (2nd Cir. 1983) (“An assignment does not modify the terms of the underlying contract. It is a separate agreement between the assignor and the assignee which merely transfers the assignor’s contract rights, leaving them in full force and effect as to the party charged....Insofar as an assignment touches on the obligations of the other party to the underlying contract, the assignment moves into the shoes of the assignor.”) (citations omitted). Further, the Sale cannot override the parties’ contractually bargained for rights under the Potentially Assigned Leases. *See In re Nat’l Gypsum Co.*, 208 F.3d 498, 506 (5th Cir. 2000) (executory contracts are assumed cum onere, subject to all its benefits and burdens).

RESERVATION OF RIGHTS

23. Nothing in this Objection is intended to be, or should be construed as, a waiver by Landlord of any of its rights under the Lease, the Bankruptcy Code, or applicable law. Landlord expressly reserves all such rights, including, without limitation, the right to: (a) supplement and/or amend this Objection and to assert any additional objections with respect to the Proposed Cure Amount, adequate assurance of future performance, the Sale, the Asset Purchase Agreement, or the

proposed Sale Order; (b) amend the Cure Amount; (c) assert any nonmonetary default under the Lease; (d) assert any rights for indemnification or contribution against the Debtors arising under the Lease; and (e) assert any further objections as it deems necessary or appropriate.

JOINDER

24. Landlord joins in any objections to the Sale that are filed by Debtors' other landlords to the extent that they are not inconsistent with this Objection.

WHEREFORE, Landlord requests that this Court (a) sustain this Objection; (b) require the Debtors and the buyer to comply with each and every term, condition and obligation set forth in the Lease; and (c) grant such other and further relief as this Court deems just and appropriate under the circumstance.

Date: May 19, 2023

LAW OFFICE OF SUSAN E. KAUFMAN, LLC

/s/ Susan E. Kaufman

Susan E. Kaufman, (DSB# 3381)

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*Attorney for Greenway-Restaurant Complex
Partners, L.P.*

Exhibit A

Lease Ledger**Lease Information**

Jernasha Paul
Corner Bakery Cafe
P.O. Box 1067
Decatur, GA, 30031

Date 05/10/2023
Lease Id cornerba
Property 326
Location Greenway-Restaurant Complex Partners, L.P.
Assigned Space(s) 18-100
Customer
ICS Code
Lease Type Retail - Net
Sales Category Restaurant
Lease Term **From** 03/16/2009 **To** 03/31/2026
Lease Area 4,000()
Monthly Rent 17633.33
Office Phone (281)760-5573
Fax No
E-Mail cornerbakery@propertyworks.com

Date	Description	Charges	Payments	Balance
	Balance Forward			2,429.16
01/01/22	Reimb-CAM-CY (01/2022)	1,717.50		4,146.66
01/01/22	Reimb-Insurance-CY (01/2022)	218.21		4,364.87
01/01/22	Reimb-Real Estate Taxes-CY (01/2022)	2,676.26		7,041.13
01/01/22	Retail Base Rent (01/2022)	17,633.33		24,674.46
01/07/22	ACH01072022		22,915.37	1,759.09
01/24/22	Water and Sewer charges (12/22/2021 to 01/24/2022)	636.62		2,395.71
02/01/22	Reimb-CAM-CY (02/2022)	1,717.50		4,113.21
02/01/22	Reimb-Insurance-CY (02/2022)	218.21		4,331.42
02/01/22	Reimb-Real Estate Taxes-CY (02/2022)	2,676.26		7,007.68
02/01/22	Retail Base Rent (02/2022)	17,633.33		24,641.01
02/10/22	Feb'22 Late Fee	1,200.22		25,841.23
02/23/22	Water and Sewer charge (01/24/2022 to 02/23/2022)	252.79		26,094.02
03/01/22	Reimb-CAM-CY (03/2022)	1,717.50		27,811.52
03/01/22	Reimb-Insurance-CY (03/2022)	218.21		28,029.73
03/01/22	Reimb-Real Estate Taxes-CY (03/2022)	2,676.26		30,705.99
03/01/22	Retail Base Rent (03/2022)	17,633.33		48,339.32
03/10/22	ACH03102022		22,245.30	26,094.02
03/10/22	ACH03102022		24,640.98	1,453.04
03/11/22	ACH03112022		1,200.25	252.79
03/23/22	Water and Sewer charges (02/23/2022 to 03/23/2022)	392.28		645.07
04/01/22	Reimb-CAM-CY (04/2022)	1,717.50		2,362.57
04/01/22	Reimb-Insurance-CY (04/2022)	218.21		2,580.78
04/01/22	Reimb-Real Estate Taxes-CY (04/2022)	2,676.26		5,257.04
04/01/22	Retail Base Rent (04/2022)	17,633.33		22,890.37
04/06/22	ACH04062022		22,498.09	392.28
04/22/22	Water and Sewer charges (03/23/2022 to 04/22/2022)	359.56		751.84
05/01/22	Reimb-CAM-CY (05/2022)	1,717.50		2,469.34
05/01/22	Reimb-Insurance-CY (05/2022)	218.21		2,687.55
05/01/22	Reimb-Real Estate Taxes-CY (05/2022)	2,676.26		5,363.81
05/01/22	Retail Base Rent (05/2022)	17,633.33		22,997.14
05/11/22	Late Charges, 5% of \$22384.79	1,119.24		24,116.38
05/12/22	ACH05122022		22,637.58	1,478.80
05/23/22	Reimb-CAM-PY (01/2021 - 12/2021)	(334.79)		1,144.01
05/23/22	Reimb-Insurance-PY (01/2021 - 12/2021)	(195.34)		948.67
05/23/22	Reimb-Real Estate Taxes-PY (01/2021 - 12/2021)	(2,928.03)		(1,979.36)
05/23/22	Reimb-Water-Sub Metered (01/2021 - 12/2021)	441.57		(1,537.79)
05/23/22	Water and Sewer charge (04/22/2022 to 05/23/2022)	360.53		(1,177.26)
06/01/22	Reimb-CAM-CY (06/2022)	1,717.50		540.24
06/01/22	Reimb-Insurance-CY (06/2022)	218.21		758.45
06/01/22	Reimb-Real Estate Taxes-CY (06/2022)	2,676.26		3,434.71

Date	Description	Charges	Payments	Balance
	Balance Forward			2,429.16
06/01/22	Retail Base Rent (06/2022)	17,633.33		21,068.04
06/06/22	ACH06062022		22,604.86	(1,536.82)
06/22/22	Water and Sewer charge (05/23/2022 to 06/22/2022)	336.48		(1,200.34)
07/01/22	Reimb-CAM-CY (07/2022)	1,717.50		517.16
07/01/22	Reimb-Insurance-CY (07/2022)	218.21		735.37
07/01/22	Reimb-Real Estate Taxes-CY (07/2022)	2,676.26		3,411.63
07/01/22	Retail Base Rent (07/2022)	17,633.33		21,044.96
07/06/22	ACH07062022		22,245.30	(1,200.34)
07/22/22	water and sewer charge (06/22/2022 to 07/22/2022)	297.03		(903.31)
08/01/22	Reimb-CAM-CY (08/2022)	1,717.50		814.19
08/01/22	Reimb-Insurance-CY (08/2022)	218.21		1,032.40
08/01/22	Reimb-Real Estate Taxes-CY (08/2022)	2,676.26		3,708.66
08/01/22	Retail Base Rent (08/2022)	17,633.33		21,341.99
08/03/22	ACH08032022		19,925.72	1,416.27
08/22/22	Water and Sewer Charges (07/22/2022 to 08/22/2022)	312.43		1,728.70
09/01/22	Reimb-CAM-CY (09/2022)	1,717.50		3,446.20
09/01/22	Reimb-Insurance-CY (09/2022)	218.21		3,664.41
09/01/22	Reimb-Real Estate Taxes-CY (09/2022)	2,676.26		6,340.67
09/01/22	Retail Base Rent (09/2022)	17,633.33		23,974.00
09/06/22	ACH09062022		22,245.30	1,728.70
09/21/22	Water and Sewer Charges (08/22/2022 to 09/21/2022)	348.02		2,076.72
10/01/22	Reimb-CAM-CY (10/2022)	1,717.50		3,794.22
10/01/22	Reimb-Insurance-CY (10/2022)	218.21		4,012.43
10/01/22	Reimb-Real Estate Taxes-CY (10/2022)	2,676.26		6,688.69
10/01/22	Retail Base Rent (10/2022)	17,633.33		24,322.02
10/04/22	ACH10042022		23,364.54	957.48
10/20/22	Water and Sewer Charges (09/21/2022 to 10/20/2022)	286.46		1,243.94
11/01/22	Reimb-CAM-CY (11/2022)	1,717.50		2,961.44
11/01/22	Reimb-Insurance-CY (11/2022)	218.21		3,179.65
11/01/22	Reimb-Real Estate Taxes-CY (11/2022)	2,676.26		5,855.91
11/01/22	Retail Base Rent (11/2022)	17,633.33		23,489.24
11/04/22	ACH11042022		22,905.75	583.49
11/18/22	water and sewer charge (10/20/2022 to 11/18/2022)	399.97		983.46
12/01/22	Reimb-CAM-CY (12/2022)	1,717.50		2,700.96
12/01/22	Reimb-Insurance-CY (12/2022)	218.21		2,919.17
12/01/22	Reimb-Real Estate Taxes-CY (12/2022)	2,676.26		5,595.43
12/01/22	Retail Base Rent (12/2022)	17,633.33		23,228.76
12/05/22	ACH12052022		22,531.76	697.00
12/21/22	water and sewer charge (11/18/2022 to 12/21/2022)	413.44		1,110.44
01/01/23	Reimb-CAM-CY (01/2023) :Revised by ctrl# 251666 :Revised by ctrl# 251790	1,717.50		2,827.94
01/01/23	Reimb-Insurance-CY (01/2023) :Revised by ctrl# 251668 :Revised by ctrl# 251792	218.21		3,046.15
01/01/23	Reimb-Real Estate Taxes-CY (01/2023) :Revised by ctrl# 251670 :Revised by ctrl# 251794	2,676.26		5,722.41
01/01/23	Retail Base Rent (01/2023)	17,633.33		23,355.74
01/01/23	Reimb-CAM-CY (01/2023)	2,003.52		25,359.26
01/01/23	Reversed Reimb-CAM-CY (01/2023) :Revises charge ctrl# 250702	(1,717.50)		23,641.76
01/01/23	Reimb-Insurance-CY (01/2023)	357.84		23,999.60
01/01/23	Reversed Reimb-Insurance-CY (01/2023) :Revises charge ctrl# 250703	(218.21)		23,781.39
01/01/23	Reimb-Real Estate Taxes-CY (01/2023)	2,866.78		26,648.17
01/01/23	Reversed Reimb-Real Estate Taxes-CY (01/2023) :Revises charge ctrl# 250704	(2,676.26)		23,971.91
01/06/23	ACH01062023		22,645.27	1,326.64
01/23/23	water and sewer charge (12/21/22 to 01/23/23)	495.21		1,821.85
02/01/23	Reimb-CAM-CY (02/2023)	2,003.52		3,825.37

Date	Description	Charges	Payments	Balance
	Balance Forward			2,429.16
02/01/23	Reimb-Insurance-CY (02/2023)	357.84		4,183.21
02/01/23	Reimb-Real Estate Taxes-CY (02/2023)	2,866.78		7,049.99
02/01/23	Retail Base Rent (02/2023)	17,633.33		24,683.32
02/07/23	ACH02072023		23,891.08	792.24
02/21/23	Water & Sewer charges (01/23/2023 to 02/21/2023)	410.55		1,202.79
03/01/23	Reimb-CAM-CY (03/2023)	2,003.52		3,206.31
03/01/23	Reimb-Insurance-CY (03/2023)	357.84		3,564.15
03/01/23	Reimb-Real Estate Taxes-CY (03/2023)	2,866.78		6,430.93
03/01/23	Retail Base Rent (03/2023)	17,633.33		24,064.26
03/07/23	ACH03082023		22,861.47	1,202.79
03/22/23	Water & Sewer charges (02/21/2023 to 03/22/2023)	469.24		1,672.03
03/31/23	ACH03312023		22,861.47	(21,189.44)
04/01/23	Reimb-CAM-CY (04/2023)	2,003.52		(19,185.92)
04/01/23	Reimb-Insurance-CY (04/2023)	357.84		(18,828.08)
04/01/23	Reimb-Real Estate Taxes-CY (04/2023)	2,866.78		(15,961.30)
04/01/23	Retail Base Rent (04/2023)	17,633.33		1,672.03
04/21/23	Water & Sewer charges (03/22/2023 to 04/21/2023)	373.99		2,046.02
05/01/23	Reimb-CAM-CY (05/2023)	2,003.52		4,049.54
05/01/23	Reimb-Insurance-CY (05/2023)	357.84		4,407.38
05/01/23	Reimb-Real Estate Taxes-CY (05/2023)	2,866.78		7,274.16
05/01/23	Retail Base Rent (05/2023)	17,633.33		24,907.49
05/02/23	ACH05022023		22,861.47	2,046.02
0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
373.99	469.24	410.55	792.24	2,046.02

Recovery Calculation

Property Code: 326 Expense Year End: 12/2022

Units	Amendment Type	Recovery Group	Expense	Estimate	Admin	Estimate	Expense	Expense	Expense	Pool	Recovery	Pool After	Expense	Total	No of	Prorated	Net Expenses	Numerator	Denominator	%	Share of	Net Share of	Share	Total	Total	Amount
			Pool	Billed	Fee Billed	Adjustment	Pool	Exclusion	Adjustment	Subtotal	Factor %	Gross up	Cap	Expenses	Days	Expenses	Over Base	Area	Area	Share	Expenses	Expenses	Per Area	Share	Estimate	Due
				(a1)	(a2)	(a3)	(b1)	(b2)	(b3)	b1+b2+b3	(c3)	B*c3*c2/c1	(d3)	C+d1 or d2:d3		D*e1	E-f2	(g1)	(g2)	g1/g2	F*g3	G or h1:h2		H+i1+i2	a1+a2+a3	I-J
										(B)		(C)		(D)		(E)	(F)			(g3)	(G)	(H)		(I)	(J)	(K)
326 - Greenway-Restaurant Complex Partners, L.P.																										
(cornerba) - CBC Restaurant Corp. #0258																										
18-100	Renewal	CAM	326tras2	5,778.96	0.00	0.00	44,444.68	0.00	0.00	44,444.68	50.00	22,222.34	0.00	22,222.34	365	22,222.34	22,222.34	4,000.00	12,191.00	32.81	7,291.39	7,291.39	1.82	7,291.39	5,778.96	1,512.43
18-100	Renewal	CAM	cam mgmt	14,831.04	0.00	0.00	184,707.38	-45,087.67	0.00	139,619.71	0.00	139,619.71	177,723.80	139,619.71	365	139,619.71	139,619.71	4,000.00	29,845.00	13.40	18,712.64	18,712.64	4.68	18,712.64	14,831.04	3,881.60
18-100	Renewal	Ins	ins	2,618.52	0.00	0.00	23,651.14	0.00	0.00	23,651.14	0.00	23,651.14	0.00	23,651.14	365	23,651.14	23,651.14	4,000.00	29,845.00	13.40	3,169.86	3,169.86	0.79	3,169.86	2,618.52	551.34
18-100	Renewal	Tax	assocfee	0.00	0.00	0.00	11,583.00	0.00	0.00	11,583.00	0.00	11,583.00	0.00	11,583.00	365	11,583.00	11,583.00	4,000.00	29,845.00	13.40	1,552.42	1,552.42	0.39	1,552.42	0.00	1,552.42
18-100	Renewal	Tax	retax	32,115.12	0.00	0.00	223,786.81	0.00	0.00	223,786.81	0.00	223,786.81	0.00	223,786.81	365	223,786.81	223,786.81	4,000.00	29,845.00	13.40	29,993.21	29,993.21	7.50	29,993.21	32,115.12	-2,121.91
18-100	Renewal	Water	water	0.00	0.00	0.00	642.99	0.00	3,083.41	3,726.40	0.00	3,726.40	0.00	3,726.40	365	3,726.40	3,726.40	4,000.00	29,845.00	13.40	499.43	499.43	0.12	499.43	0.00	499.43
18-100	Renewal	Water	waterhoc	4,395.61	0.00	0.00	18,206.75	0.00	-13,811.14	4,395.61	0.00	4,395.61	0.00	4,395.61	365	4,395.61	4,395.61	4,000.00	4,000.00	100.00	4,395.61	4,395.61	1.10	4,395.61	4,395.61	0.00
Total cornerba				59,739.25	0.00	0.00				451,207.35		428,985.01		428,985.01			428,985.01					65,614.56	16.40	65,614.56	59,739.25	5,875.31

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

In re:)	
)	Chapter 11
CBC Restaurant Corp., <i>et al.</i> ,)	Bk. No. 23-10245 (KBO)
)	(Jointly Administered)
Debtors.)	

CERTIFICATE OF SERVICE

I, Susan E. Kaufman, Esquire, certify that I am not less than 18 years of age, and that on May 19, 2023, I served the attached ***Objection And Reservation Of Rights Of Greenway-Restaurant Complex Partners, L.P. To The (I) Notice Of Possible Assumption And Assignment With Respect To Executory Contracts And Unexpired Leases Of The Debtors And (Ii) Proposed Sale Of Substantially All Of The Debtors' Assets*** upon the parties listed below as indicated:

Via Email

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Dated: May 19, 2023

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