

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

In re:

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

Debtors.

Chapter 11

Case No. 23-10245 (KB)

(Jointly Administered)

Re: Docket No. 60

**CERTIFICATION OF COUNSEL REGARDING MOTION OF THE DEBTORS FOR  
ENTRY OF INTERIM AND FINAL ORDERS (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 (III) GRANTING  
RELATED RELIEF**

I, Mette H. Kurth, counsel for CBC Restaurants Corp. and its debtor affiliates, as debtors and debtors in possession in the above captioned Chapter 11 cases ("the Debtors") hereby certify that:

1. On March 1, 2023, Corner Bakery filed its *Motion of the Debtors for Entry of Interim and Final Orders (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 the Premium Financing Agreements and Pay Premiums thereunder, and (D) Enter into New Premium*

<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 Cardco, Inc. (1938). The Debtors' service address is 121 Friends Lane, Suite 301, Newtown PA 18940.



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*Financing Agreements in the Ordinary Course of Business, and (II) Granting Related Relief* [D.I. No. 60] (the "Motion").

2. The deadline to object to the relief requested by the Motion was the day of the hearing, March 3, 2023, at 1:00 p.m. (ET) (the "Objection Deadline").

3. Corner Bakery received informal comments to the Motion from the Office of the U.S. Trustee (the "Trustee") and from its prepetition secured lender, SSCP Restaurant Investors LLC ("SSCP") before the Objection Deadline.

4. In response to those comments, the Debtors have confirmed that the sole asset of Pandya Restaurant Growth Brands, LLC ("PRBG"), the Debtors' ultimate parent, is the equity that it owns in the Corner Bakery Holding Company. *See* the Declaration of Jignesh Pandya, the Chief Executive Officer of PRBG, attached hereto as **Exhibit 1**. In addition, the Debtors have conducted a review of their insurance policies and have consulted with insurance counsel and have confirmed that the Insurance Policies do not provide coverage for entities other than (a) the Debtors, and (b) PRBG, by virtue of its status as the controlling party of CBC Restaurant Corp. ("CBC").

5. Additionally, the Debtors have requested that clarifying amendments be provided 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 as a notice party. Debtors also have requested 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.

6. In addition, the Debtors have made certain ministerial changes to the proposed form of order that was submitted with the Motion.

7. The actions and representations set forth in Paragraphs 3-6 have resolved the concerns raised by SSCP and the Trustee.

8. Attached hereto as **Exhibit 2** is a revised proposed form of order (the "Revised Order") that has been reviewed by SSCP and the Trustee and, in conjunction with the actions and representations set forth in Paragraphs 3-6, resolve their informal comments with respect to the Motion.

9. Attached hereto as **Exhibit 3** is a blackline showing the agreed upon changes to the proposed Order submitted with the Motion.

10. Accordingly, the Debtors respectfully request that the Court enter the Revised Order at its earliest convenience.

Dated: March 15, 2023  
Wilmington, Delaware

/s/ Mette H. Kurth

Mette H. Kurth (DE Bar No. 6491)  
**CULHANE MEADOWS, PLLC**  
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Email: mkurth@cm.law

*Proposed Counsel to the Debtors and Debtors In Possession*

**Exhibit 1**

**Declaration**

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

In re:

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

Debtors.

Chapter 11

Case No. 23-10245 (KBO)

(Jointly Administered)

Re: D.I. No. 60

**DECLARATION OF JIGNESH PANDYA IN SUPPORT OF MOTION OF DEBTORS  
FOR ENTRY OF INTERIM AND FINAL ORDERS (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 THE 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**

I, Jignesh ("Jay") Pandya, hereby declare under penalty of perjury as follows:

1. I am the Chief Executive Officer of Pandya Restaurant Growth Brands LLC ("PRBG"), a limited liability company organized under the laws of the State of Delaware. As PRBG's Chief Executive Officer, I have personal knowledge of its assets.

2. I submit this declaration in support of the relief requested in the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Insurance*

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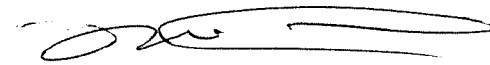
<sup>1</sup> The Debtors in these Cases, along with the last four digits of each Debtor's federal tax identification number, include CBC Restaurant Corp. (0801), Corner Bakery Holding Company (3981), and CBC Cardco, Inc. (1938). The Debtors' service address is 121 Friends Lane, Suite 300, Newtown PA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

*Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, (C) Honor the Terms of the Premium Financing Agreements and Pay Premiums Thereunder, and (D) Enter Into New Premium Financing Agreements int the Ordinary Course of Business, and (II) Granting Related Relief*[D.I. No. 60] filed on March 1, 2023. If called as a witness, I could and would testify competently to the facts set forth herein to the best of my knowledge, information, and belief.

3. The sole asset of PRBG is the equity it owns in the Corner Bakery Holding Company.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: March 14, 2023



Jignesh Pandya  
Chief Executive Officer  
Pandya Restaurant Growth Brands LLC

**Exhibit 2**

**Revised Order**

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

In re:

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

Debtors.

Chapter 11

Case No. 23-10245 (KBO)

(Jointly Administered)

Re: Docket No. 60

**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”)<sup>2</sup> 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

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<sup>2</sup> 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.

**Exhibit 3**

**Redline**

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FOR THE DISTRICT OF DELAWARE**

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Debtors.

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Case No. 23-10245 (KBO)

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PREPETITION OBLIGATIONS RELATED THERETO, (B) RENEW, AMEND,  
SUPPLEMENT, EXTEND, OR PURCHASE INSURANCE POLICIES, (C) HONOR THE  
TERMS OF ANY~~THE~~ PREMIUM FINANCING AGREEMENTS AND PAY PREMIUMS  
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RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> 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 ~~their~~ premium financing agreements and pay premiums thereunder, and (iv) enter into new premium financing agreements in the ordinary

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

course of 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.

~~4.2.~~ 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.

2. After five (5) business days' notice to SSCP and after consultation with SSCP, the Debtors are authorized to renew~~Renew~~, amend, supplement, or extend existing, or purchase insurance coverage in the ordinary course of business, including paying;

3.4. Honor the terms of the Premium Financing Agreements identified in Exhibit D and pay premiums thereunder, including, in their reasonable business judgment, any prepetition or postpetition obligations related to them. ~~the Premium Financing Agreements;~~

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.

4.8. After five (5) business days' notice to SSCP and after consultation with SSCP, the Debtors are authorized to~~Renew the Premium Financing Agreements and~~ enter into new premium



financing agreements in the ordinary course of business including, in their reasonable business judgment, paying any prepetition or postpetition obligations.;

5.9. 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.

6.10. 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.

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

~~8. Notwithstanding the relief granted in this Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with any orders entered by the Court approving the Debtors' entry into any position debtor-in-possession financing facility and/or authorizing the Debtors' use of cash collateral and any budgets in connection therewith.~~

~~9.12.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

~~10.13.~~ 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).

~~11.14.~~ 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.