

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: Dkt. Nos. 60 and 153

**CERTIFICATION OF COUNSEL REGARDING MOTION 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, Mette H. Kurth, hereby certify that:

1. On March 1, 2023, CBC Restaurant Corp. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") filed the *Motion 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* [Dkt. No. 60] (the "Motion").

<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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2. On March 17, 2023, the Court entered its *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* [Dkt. No. 153] (the "Interim Order"), which reflects certain comments previously received from the Office of the United States Trustee (the "U.S. Trustee") and SSCP Restaurant Investors, LLC ("SSCP").

3. Pursuant to the Interim Order, the deadline to object to the final relief requested by the Motion was March 23, 2023, at 4:00 p.m. (ET). On March 20, 2023, the U.S. Trustee appointed the Official Committee of Unsecured Creditors (the "Committee") in these cases, and the Debtors subsequently extended the Committee's objection deadline through March 24, 2023, at 12:00 p.m.

4. The undersigned has reviewed the Court's docket in these cases, and no answer, objection, or other responsive pleading objecting to the final relief requested by the Motion appears thereon. The Debtors have received no informal comments from any party, including the U.S. Trustee, SSCP, or the Committee, to the entry of a final order approving the relief requested by the Motion.

5. Attached hereto as **Exhibit A** is a revised proposed form of final order (the "Revised Proposed Final Order") that incorporates the comments previously provided by the U.S. Trustee and SSCP with respect to the Interim Order. Proposed counsel to the Committee has confirmed that it does not object to entry of the Revised Proposed Final Order.

6. Attached hereto as **Exhibit B** is a blackline showing changes to the proposed final order filed with the Motion as compared to the Revised Proposed Final Order.

7. Accordingly, the Debtors request entry of the Proposed Final Order at the Court's earliest convenience.

Dated: March 26, 2023  
Wilmington, Delaware

/s/ Mette H. Kurth

Mette H. Kurth (DE Bar No. 6491)

**CULHANE MEADOWS, PLLC**

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*Proposed Counsel to the Debtors and Debtors In Possession*

**Exhibit A**

**Proposed Revised Final 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: Dkt. No. 60, 153

**FINAL 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**

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Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final 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 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

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<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.

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

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 a final 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. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final 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 Final 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.

10. The terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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



**Exhibit B**

**Blackline Order**

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

In re:

Chapter 11

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

Case No. 23-10245 (KBO)

Debtors.

(Jointly Administered)

RE: D.I. Nos. 60,153

**FINAL 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  
~~THE~~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 a final order (this “Final 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 ~~their~~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 ason a final 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. RenewThe 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.

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

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

5. ~~Renew~~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.

~~5.8.~~ 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.

~~6. The Debtors authority under this Order to pay prepetition amounts owed on account of the Insurance Policies and Premium Financing Agreements shall not exceed \$483,000.~~

7.9. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final 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 Final 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.

8.10. The terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

~~9. 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.~~

~~10.11.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

~~11.12.~~ This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

**Exhibit C****Insurance Policies**

Coverage	Insurance Carrier	Policy #	Term Premium	Surcharges & Miscellaneous Fees	Total Cost
Commercial General Liability	North Pointe Insurance Company (QBE)	171000021	\$933,850.00	Included	\$933,850.00
Commercial Auto	QBE Insurance Corp	161000673	\$399,999.00	\$172.39	\$400,171.39
Workers' Compensation & Employer's Liability	QBE Insurance Corporation	152000418	\$1,289,793.00	\$61,147.00	\$1,350,940.00
Commercial Umbrella Liability	QBE Insurance Corporation	191000013	\$280,000.00	\$0.00	\$280,000.00

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