

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address BRIAN L. DAVIDOFF (SBN 102654) BDavidoff@GreenbergGlusker.com KEITH PATRICK BANNER (SBN 259502) KBanner@GreenbergGlusker.com GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP 1900 Avenue of the Stars, 21st Floor Los Angeles, California 90067-4590 Telephone: 310.553.3610 Fax: 310.553.0687</p> <p><input type="checkbox"/> Individual appearing without an attorney <input checked="" type="checkbox"/> Attorneys for: Proposed Attorney for Movant(s) Debtor and Debtor in Possession</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

<p>In re:</p> <p>B&B Liquidating, LLC,</p> <p align="right">Debtor(s)</p>	<p>CASE NO.: 2:18-bk-11744-NB</p> <p>CHAPTER: 11</p> <p>NOTICE OF LODGMENT OF ORDER IN BANKRUPTCY CASE RE: FINAL ORDER AUTHORIZING USE OF CASH COLLATERAL AND CONTINUANCE OF FINANCING OF DEBTOR AND DEBTOR IN POSSESSION, GRANTING SECURITY INTERESTS, ACCORDING PRIORITY STATUS PURSUANT TO BANKRUPTCY CODE SECTION 364(c) AND AFFORDING ADEQUATE PROTECTION, AND GIVING NOTICE OF RULE 4001(c)(2) FINAL HEARING [Docket No. 21]</p>
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PLEASE TAKE NOTE that the order titled FINAL ORDER AUTHORIZING USE OF CASH COLLATERAL AND CONTINUANCE OF FINANCING OF DEBTOR AND DEBTOR IN POSSESSION, GRANTING SECURITY INTERESTS, ACCORDING PRIORITY STATUS PURSUANT TO BANKRUPTCY CODE SECTION 364(c) AND AFFORDING ADEQUATE PROTECTION, AND GIVING NOTICE OF RULE 4001(c)(2) FINAL HEARING was lodged on (date) May 8, 2018 and is attached. This order relates to the motion which is docket number 21.

EXHIBIT A

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7 General Bankruptcy Counsel for
8 Debtor and Debtor in Possession

9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

11 In re:
12 B&B Liquidating, LLC,

Case No. 2:18-bk-11744-NB

Chapter 11

13 Debtor and Debtor in Possession.

**FINAL ORDER AUTHORIZING
AUTHORISING USE OF CASH
COLLATERAL AND CONTINUANCE OF
FINANCING OF DEBTOR AND DEBTOR IN
POSSESSION, GRANTING SECURITY
INTERESTS, ACCORDING PRIORITY
STATUS PURSUANT TO BANKRUPTCY
CODE SECTION 364(c) AND AFFORDING
ADEQUATE PROTECTION, AND GIVING
NOTICE OF RULE 4001(c)(2) FINAL
HEARING**

Continued Final Hearing

Date: May 1, 2018
Time: 2:00 p.m.
Place: Courtroom 1545
255 E. Temple Street
Los Angeles, CA 90012

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23 On the above captioned date and time, the Court considered the *Emergency Motion*
24 *for Interim and Final Orders Approving Stipulation with Siena Lending Group, LLC: (1)*
25 *Authorizing Post-Petition Financing; (2) Authorizing the Debtor's Use of Cash Collateral; and*
26 *(2) Related Relief [Docket No. 21] (the "Motion"), filed by Debtor and Debtor-in-Possession*
27 *B&B Liquidating, LLC, f/k/a B&B Bachrach, LLC, (the "Debtor") pursuant to sections 105(a),*
28 *361, 362, 363, 364, 506, 1107(a) and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101*

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1 et seq. (the “Bankruptcy Code”) and Rule 4001 of the Federal Rules of Bankruptcy Procedure
2 (the “Bankruptcy Rules” and each a “Bankruptcy Rule”).

3 Reference is further made to the following documents related to the Financing
4 Motion (collectively, the “DIP Loan Documents”):

5 (a) *Stipulation Regarding Continuance of Financing of Debtor and Debtor in*
6 *Possession, Priority of Advances Made, Modification of the Automatic Stay and Adequate*
7 *Protection* (including exhibits attached thereto, the “Interim Financing Stipulation”)
8 attached to the Motion entered into between the Debtor and Siena Lending Group LLC
9 (“Siena”);

10 (b) the Loan and Security Agreement dated as of October 30, 2017 attached to
11 the Interim Financing Stipulation as Exhibit 1 (the “Loan Agreement”);

12 (c) the Modification to Loan and Security Agreement attached to the Interim
13 Financing Stipulation as Exhibit 2 (the “Modification”);

14 (d) the DIP 8-week Budget attached to the Interim Financing as Exhibit 3 (as
15 subsequently amended, the “Budget”);

16 (e) the *Interim Order Authorizing Use of Case Collateral and Continuance of*
17 *Financing of Debtor and Debtor in Possession, Granting Security Interests, According*
18 *Priority Status Pursuant to Bankruptcy Code Section 364(c) and Affording Adequate*
19 *Protection, and Giving Notice of Rule 4001(c)(2) Final Hearing* [Docket No. 36] (the
20 “Interim Order”);

21 (f) *Debtor's Submission of Amended Budget to Accompany Finance/Cash*
22 *Collateral Stipulation* [Docket No. 65] which attaches an amended Budget;

23 (g) the *Stipulation Between the Debtor, Siena Lending Group, LLC and the*
24 *Official Committee of Unsecured Creditors Continuing the Final Hearing on the Debtor's*
25 *Motion to Approve Financing Stipulation* [Docket No. 83] (the “First Continuance
26 Stipulation”);

27 (h) the *Second Stipulation Between the Debtor, Siena Lending Group, LLC*
28 *and the Official Committee of Unsecured Creditors Continuing the Final Hearing on the*

1 *Debtor's Motion to Approve Financing Stipulation and Submission of Extended*
2 *Budget* [Docket No. 108] (the “Second Continuance Stipulation”, together with the First
3 Continuance Stipulation, the “Continuance Stipulations”), with the attached further
4 revised Budget; and

5 (i) the *Second Amended Stipulation Regarding Continuance of Financing of*
6 *Debtor and Debtor in Possession Priority of Advances Made, Modification of the*
7 *Automatic Stay and Adequate Protection* [Docket No. 141] (the “Amended Stipulation”),
8 among Siena, the Committee and the Debtor, to which the Loan Agreement, the
9 Modification, and a further amended Budget is attached.

10 Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the
11 Amended Stipulation.

12 Based upon the Court’s review of the Motion, the DIP Loan Documents, the evidentiary
13 record, and argument of counsel; it appearing that this Court has jurisdiction over this matter
14 pursuant to 28 U.S.C. §§ 157 and 1334; the Court having determined that granting the relief
15 requested in the Motion on a final basis is in the best interests of the Debtor, its estate, its
16 creditors, and other parties-in-interest; it appearing that due and adequate notice of the Motion
17 having been given under the circumstances; and after due deliberation and good cause appearing
18 therefor, based upon findings of fact and conclusions of law stated in the Court’s *Memorialization*
19 *of Tentative Rulings* (Docket No. 35) in connection with the hearing on interim relief held on
20 February 22, 2018 (the “2/22/18 Tentative Ruling”), as modified or supplemented orally on the
21 recorded in open court pursuant to Rule 52(a) of the Federal Rules of Civil Procedure, as
22 incorporated into Bankruptcy Rule 7052 and applied to contested matters by Bankruptcy Rule
23 9014(c),

24 **IT IS HEREBY ORDERED THAT:**

25 1. The Motion is granted on final basis pursuant to the provisions of the Amended
26 Stipulation and, to the extent not superseded by the Amended Stipulation, the clarifications and
27 conditions set forth in the 2/22/18 Tentative Ruling, the Interim Order, and the Continuance
28 Stipulations.

1 2. The Amended Stipulation is approved on a final basis. Except as otherwise
2 provided herein, the Amended Stipulation shall be valid and binding upon the Debtor, all
3 successors-in-interest to the Debtor, all creditors of the Debtor, the Committee, any other
4 committee appointed herein, any trustee appointed in this or any superseding chapter 7
5 bankruptcy case, and all other parties-in-interest from and after the Petition Date.

6 3. Siena is authorized to provide, and the Debtor is authorized to obtain post-
7 financing in accordance with, and subject to the terms and conditions of the Amended Stipulation.

8 4. The Debtor is authorized to use the cash collateral of Siena pursuant to 11
9 U.S.C. § 363 as provided for in the Amended Stipulation.

10 5. Notwithstanding any provision in the Bankruptcy Rules to the contrary, including
11 Bankruptcy Rule 6004(h): (i) this Final Order shall be effective immediately and enforceable
12 upon its entry; (ii) the Debtor is not subject to any stay in the implementation, enforcement, or
13 realization of the relief granted in this Final Order; and (iii) the Debtor is authorized and
14 empowered, and may in its discretion and without further delay, take any action necessary or
15 appropriate to implement this Final Order

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 1900 Avenue of the Stars, 21st Floor, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled: **NOTICE OF LODGMENT OF ORDER IN BANKRUPTCY CASE** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) May 8, 2018, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

- Shirley Cho scho@pszjlaw.com
- Brian L Davidoff b davidoff@greenbergglusker.com, calendar@greenbergglusker.com;jking@greenbergglusker.com
- John P Dillman houston_bankruptcy@publicans.com
- Brian D Huben hubenb@ballardspahr.com, carolod@ballardspahr.com
- Courtney J Hull bk-chull@oag.texas.gov, sherri.simpson@oag.texas.gov
- Dare Law dare.law@usdoj.gov, Kenneth.g.lau@usdoj.gov,Alvin.mar@usdoj.gov,ron.maroko@usdoj.gov
- Michael E McCarthy michael.mccarthy@troutmansanders.com, christina.lopez@troutmansanders.com;anabel.pineda@troutmansanders.com
- Leo D Plotkin lplotkin@lsl-la.com, hpetrilli@lsl-la.com;dsmall@lsl-la.com
- Hamid R Rafatjoo hrafatjoo@raineslaw.com, bclark@raineslaw.com;cwilliams@raineslaw.com
- Ronald M Tucker rtucker@simon.com, cmartin@simon.com;psummers@simon.com;Bankruptcy@simon.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
- Elizabeth Weller dallas.bankruptcy@publicans.com

2. SERVED BY UNITED STATES MAIL: On (date) May 8, 2018, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

****See Noticing Agent's Certificate of Service****

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

<u>May 8, 2018</u>	<u>Sherry Harper</u>	<u>/s/ Sherry Harper</u>
Date	Printed Name	Signature