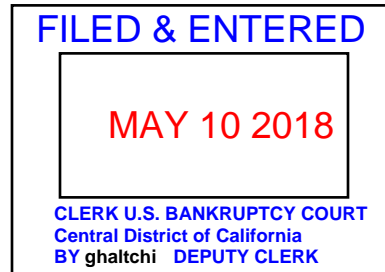


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Debtor and Debtor in Possession

8
9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

11 In re:
12 B&B Liquidating, LLC,
13
14 Debtor and Debtor in Possession.

Case No. 2:18-bk-11744-NB
Chapter 11

**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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22
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 (2)*
26 *Related Relief* [Docket No. 21] (the "Motion"), filed by Debtor and Debtor-in-Possession B&B
27 Liquidating, LLC, f/k/a B&B Bachrach, LLC, (the "Debtor") pursuant to sections 105(a), 361,
28 362, 363, 364, 506, 1107(a) and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101 et

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

