

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

In re:)	
)	
PREMIER KINGS, INC., <i>et al.</i> , ¹ ,)	Chapter 11
)	
Debtors.)	CASE NO.: 23-02871-TOM-11
)	
)	Jointly Administered

**LIMITED OBJECTION OF PREMIER HOLDINGS, LLC, PREMIER HOLDINGS OF
GEORGIA, LLC, PREMIER KINGS HOLDINGS, LLC, PREMIER KINGS HOLDINGS
OF ALABAMA, LLC, AND PREMIER KINGS HOLDINGS OF GEORGIA, LLC'S
TO DEBTORS' PROPOSED CURE AMOUNT**

COME NOW, Premier Holdings, LLC, Premier Holdings of Georgia, LLC, Premier Kings Holdings, LLC, Premier Kings Holdings of Alabama, LLC, and Premier Kings Holdings of Georgia, LLC (collectively, “Holdings”), by and through its undersigned counsel, and hereby file this limited objection (the “Objection”) to the proposed cure amount (the “Proposed Cure”) indicated in the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* dated November 22, 2023 (the “Cure Notice”) and served by Premier Kings, Inc., Premier Kings of Georgia, Inc., and Premier Kings of North Alabama, LLC (collectively, the “Debtors”). In support of this Objection, Holdings joins in any other objections to the Cure Notice to the extent such objections are not inconsistent herewith, and states as follows:

¹ The Debtors in these cases are: Premier Kings, Inc.; Premier Kings of Georgia, Inc.; and Premier Kings of North Alabama, LLC. The Court has entered an order for joint administration on October 30, 2023 [Doc. No. 84].



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JURISDICTIONAL INFORMATION

1. On or about October 25, 2023 (the “Petition Date”), Debtors filed for bankruptcy protection under Chapter 11 of 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). Debtors continue to operate its business and manage its property as debtors-in-possession pursuant to Bankruptcy Code §§ 1107(a) and 1108.

2. This Court has jurisdiction over the Motions and this Objection pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of Debtors’ Chapter 11 case, the Motions, and this Objection in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND FACTS

3. Holdings and Debtors are parties to over fifty (50) commercial real property leases for the operation of Burger King restaurants. As is relevant to this Objection, Holdings and Debtors are parties to the following leases (collectively, the “Leases”):

- a. Store No. 25607, involving a lease between Premier Holdings of Georgia, LLC and Premier Kings of Georgia, Inc. for premises located in Greensboro, Georgia.
- b. Store No. 26579, involving a ground lease between the Consani Family Trust and Premier Holdings, LLC, with a corresponding sublease by Premier Holdings, LLC and Premier Kings, Inc., for premises located in McCalla, Alabama.
- c. Store No. 26868, involving a ground lease between Port Wentworth Fee Owner, LLC and Premier Holdings of Georgia, LLC, with a corresponding sublease by Premier Holdings of Georgia, LLC to Premier Kings of Georgia, Inc., for premises located in Port Wentworth, Georgia.
- d. Store No. 27690, involving a lease between Premier Holdings of Georgia, LLC and Premier Kings of Georgia, Inc. for premises located in Nahunta, Georgia.

4. Upon request by undersigned counsel, Debtors served undersigned counsel with the Cure Notice on December 4, 2023. This Cure Notice incorporates certain executory contracts and

unexpired leases, identifies contract counterparties, and provides proposed cure costs (the “Proposed Cure Amounts”) that must be paid before each executory contract or unexpired lease may be assumed and assigned.

5. Holdings objects to the Proposed Cure Amounts for the Store Nos. 25607, 26579, 26868, and 27690.

LIMITED OBJECTION

6. Prior to any assumption or assignment of unexpired leases, Debtors are required by section 365(b)(1) of the Bankruptcy Code to (a) promptly cure all defaults under the unexpired leases to be assumed and assigned or (b) provide adequate assurance that all defaults will promptly cure all defaults under the unexpired leases to be assumed and assigned.

7. Holdings objects to the Cure Notice as to the relevant Leases as follows:

- a. Store No. 25607: The cure amount should be \$28,482.56 instead of \$20,675.32.
- b. Store No. 26579: In addition to any amounts proposed to be made to the Consani Family Trust as ground lessor, \$21,412.26 is due to Holdings as the sublandlord to Debtors as subtenant.
- c. Store No. 26868: In addition to any amounts proposed to be made to the Port Wentworth Fee Owner, LLC as ground lessor, \$23,638.16 is due to Holdings as the sublandlord to Debtors as subtenant.
- d. Store No. 27690: The cure amount should be \$29,236.86 rather than \$24,460.28.

8. In addition, Debtors remain responsible for all accrued or accruing charges under the Leases and must pay such charges when they come due. The Leases must be assumed subject to their terms, and must assume all obligations owing under the Leases, including obligations that have accrued but may not yet have been billed under the Leases. Any final assumption order should state that obligations under the Leases are assumed in full and shall be paid when due, regardless of whether they relate to the period prior to, or after, the assumption. Furthermore, any

provision in an assumption order must specify that such release does not apply to obligations to pay accrued or accruing, but unbilled, charges that come due under the Leases.

9. Pursuant to the Leases, Debtors pay expenses such as real property taxes, insurance, and the like. In some instances, certain charges may be paid in arrears, and cannot be determined at this time. Because these accrued, but unbilled, charges are not yet due under the Lease, they do not create a current default that gives rise to a requirement to cure by Debtors at this time. Any such amounts, however, should be paid when due as part of the cure.

10. Finally, the Leases require Debtors to indemnify and hold the Landlord harmless with respect to any claims resulting from certain types of claims. Any assumption of the Leases must be subject to the terms of the Lease, including the continuation of all indemnification obligations, regardless of when any claim arose.² Nothing in any assumption order should preclude the Landlord from pursuing Debtors, their insurance, or any other party that may be liable under the Leases, and Holdings specifically reserves its right to pursue such rights irrespective of any amounts claimed herein.

CONCLUSION

For all of the foregoing reasons, Holdings requests this Court enter an order sustaining this Objection and granting such other and further relief as this Court deems just and appropriate.

DATED this the 6th day of December, 2023.

/s/ Heather A. Jamison

Heather A. Jamison

Chloe E. Champion

² Any ability to assume the Lease is subject to the protections provided by Section 365(b) and (f). Therefore, any assumption must be in accordance with all provisions of the Lease.

Counsel for Premier Holdings, LLC, Premier Holdings of Georgia, LLC, Premier Kings Holdings, LLC, Premier Kings Holdings of Alabama, LLC, and Premier Kings Holdings of Georgia, LLC

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CERTIFICATE OF SERVICE

Service of the foregoing shall be made via e-mail, and if e-mail is not available via U.S. mail, upon the Master Service List, with the addition of any other parties requiring service as set forth in the *Order (i) Authorizing the Debtors to File a Consolidated List of Unsecured Creditors for Giving Notice in Lieu of Submitting a Separate List for Each Debtor, (ii) Authorizing the Debtors to Implement Certain Notice and Case Management Procedures, and (iii) Granted Related Relief* [Doc. No. 86], on this the 6th day of December, 2023.

/s/ Heather A. Jamison

OF COUNSEL