

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

In re:

PREMIER KINGS, INC., *et al.*,<sup>1</sup>

Debtors.

(Chapter 11)

Case No. 23-02871 (TOM)

Jointly Administered

**AMENDED FINAL ORDER AUTHORIZING DEBTORS  
AND DEBTORS-IN-POSSESSION (I) TO PAY PREPETITION  
CLAIMS OF CERTAIN CRITICAL VENDORS AND  
(II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the Debtors for entry of an order (a) authorizing, but not directing, the Debtors to pay, in the ordinary course of business certain Critical Vendor Claims, and (b) granting related relief; and upon consideration of all pleadings related thereto, including the Baker Declaration; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and this Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors and interim orders having been entered on October 30, 2023 [Docket No. 98] (the “First Interim Order”) and November 13, 2023 [Docket No. 194] (the “Second Interim Order”); and no

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification numbers, are: Premier Kings, Inc. (3932); Premier Kings of Georgia, Inc. (9797); and Premier Kings of North Alabama, LLC (9282). The Debtors’ address is 7078 Peachtree Industrial Blvd., Suite #800, Peachtree Corners, GA 30071. The Debtors have filed a motion for joint administration with the Court.

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



230287123121500000000001

objections having been timely received as required by the First Interim Order; and after due deliberation and good and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT, ADJUDGED, AND DECREED THAT:**

1. The Motion is granted on final basis.

2. The Debtors are authorized, but not required, in their sole and absolute discretion and in the exercise of their business judgment, to pay the Critical Vendor Claims in an amount not to exceed the McLane 503(b)(9) Claims plus \$175,000 in the aggregate, subject to the conditions set forth in this second interim order (the “Order”); provided however, the Critical Vendor Claims of McLane Foodservice, Inc., McLane Foodservice Distribution, Inc. or their affiliates (collectively “McLane”) shall be treated as provided in Paragraph 8 below.

3. Except with respect to McLane, which is addressed in Paragraph 8 below, the Debtors may, in their discretion, apply all payments of Critical Vendor Claims first to the Critical Vendor’s claims for goods received by the Debtors within 20 days prior to the Petition Date.

4. Except with respect to McLane, which is addressed in Paragraph 8 below, the Debtors are hereby authorized, but not directed, to obtain written verification before issuing payment to a Critical Vendor that such Critical Vendor will continue to provide goods and services to the Debtors on the Existing Trade Terms for the remaining term of the Critical Vendors’ agreement(s) with the Debtors or until the conclusion of these Chapter 11 Cases, whichever occurs first; provided, however, that the absence of such written verification will not limit the Debtors’ rights hereunder.

5. Except as provided in Paragraph 8 below, notwithstanding anything contained in the Motion or this Order, any payment authorized to be made by the Debtors herein shall be subject to and consistent with the terms and conditions contained in any orders entered by this Court authorizing the use of cash collateral and any order authorizing postpetition financing (collectively,

“Financing Order”), including compliance with any budget or cash flow forecast in connection therewith.

6. Except with respect to McLane, which is addressed in Paragraph 8 below, nothing in the Motion or this Order, or the Debtors’ payment of any claims pursuant to this Order, shall be deemed or construed (a) as an admission as to the validity of any claim or lien against the Debtors or their estates, (b) as a waiver of the Debtors’ rights to dispute any claim or lien, (c) to prejudice any of the Debtors’ rights to seek relief under any section of the Bankruptcy Code on account of any amounts owed or paid to any Critical Vendor, or (d) an assumption of any executory contract.

7. Except as provided in Paragraph 8 below, notwithstanding anything to the contrary contained herein, any payment made, authorization contained, or claim for which payment is authorized hereunder, shall be subject to any order approving debtor-in-possession financing and allowing use of cash collateral entered in these cases.

8. Notwithstanding anything herein to the contrary, the provisions in this Paragraph 8 shall govern with respect to McLane.

- a. As required by the First Interim Order, the Debtors and McLane have concluded their reconciliation of the amounts owed to McLane on account of goods delivered by McLane to the Debtors during the twenty (20) days prior to the Petition Date, and agree that amount is \$1,324,412.57 (the “McLane 503(b)(9) Claims”).
- b. The Debtors are authorized and directed to: (i) pay, or cause to be paid, the McLane 503(b)(9) Claims no later than upon the date(s) provided in Paragraph 8(c), and (ii) subject to the Approved Budget (as defined in the Financing Order) to pay, or cause to be paid, any and all amounts due to McLane on account of goods provided by McLane to the Debtors after the Petition Date (the “McLane 503(b)(1) Claims”) no later than (A) in accordance with the 7 day terms provided by McLane to the

Debtors in the ordinary course prior to the Petition Date or (B) if sooner, as provided in Paragraph 9(c). Notwithstanding anything herein to the contrary, payments on account of McLane 503(b)(1) Claims for any periods shall not exceed the amounts designated for McLane in the Approved Budget; provided, however, for purposes of this limitation, payments to McLane shall be considered on a rolling four-week basis such that if the budgeted payments made to McLane during a particular week exceed the actual payments to McLane during such week, the excess may be used and applied during any of the three following weeks. The Debtors shall provide McLane with six (6) Business Days' notice prior to reducing the amounts payable to McLane in any Approved Budget. The amounts designated for McLane in the Approved Budget shall be used solely for payments to McLane on account of the McLane 503(b)(1) Claims.

- c. Upon the closing of any sale of one or more restaurant locations, the Debtors shall immediately and concurrently pay to McLane: (i) until the McLane 503(b)(9) Claim is paid in full, an amount equal to 1% of the McLane 503(b)(9) Claims (fixed as of the Petition Date)<sup>3</sup> per restaurant location subject to such sale, with such payments to be applied to the McLane 503(b)(9) Claims; and (ii) any unpaid amount of the McLane 503(b)(1) Claims incurred on account of goods shipped to such restaurant locations. Upon the date that 100 restaurant locations have been sold (that is, the closing date has occurred with respect to the sale of at least 100 of the Debtors' restaurant locations, such date the "\$0 Exposure Date") the Debtors shall

---

<sup>3</sup> For example, if the McLane 503(b)(9) Claims total \$1,324,412.57 on the Petition Date, the amount paid per restaurant location, from the 1<sup>st</sup> to the 100<sup>th</sup> location, would be equal to \$13,244.13.

immediately and concurrently pay to McLane in full any unpaid amount of the McLane 503(b)(1) Claims to the extent such amounts are contemplated in the Approved Budget (including budgeted cash amounts in the week immediately following the closing of such sale).

- d. McLane reserves all rights under the Bankruptcy Code and applicable law with respect to its claims.
  - e. It is understood and agreed by the Debtors that McLane has the right to refuse to extend any credit or ship any further goods to the Debtors: (i) if any of the Debtors or the Lender Group files a motion seeking, or otherwise seeks, to modify McLane's treatment as provided herein without McLane's written consent, (ii) an order is entered modifying McLane's treatment as provided herein without McLane's written consent, or (iii) any Debtor fails to timely make any payment required hereunder. Subject to the foregoing, (A) until the occurrence of the \$0 Exposure Date, McLane agrees to continue to deliver goods on credit to the Debtors consistent with the terms of this Order, and (B) after the occurrence of the \$0 Exposure Date, provided that the McLane 503(b)(1) Claims and McLane 503(b)(9) Claims are indefeasibly paid in full, McLane agrees to continue to deliver goods to the Debtors provided that McLane is prepaid for such goods.
- 9. The requirements of Bankruptcy Rule 6003(b) have been satisfied.
  - 10. The requirements of Bankruptcy Rule 6004(a) are waived.
  - 11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
  - 12. This Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Order.

Dated: December 15, 2023  
Birmingham, Alabama

/s/ Tamara O. Mitchell  
TAMARA O. MITCHELL  
UNITED STATES BANKRUPTCY JUDGE

# Notice Recipients

District/Off: 1126-2  
Case: 23-02871-TOM11

User: admin  
Form ID: pdf000

Date Created: 12/15/2023  
Total: 98

## Recipients of Notice of Electronic Filing:

ba	J. Thomas Corbett	jtom_corbett@almba.uscourts.gov
ba	Jon A Dudeck	jon_dudeck@almba.uscourts.gov
ba	Rachel L. Webber	rachel_webber@almba.uscourts.gov
aty	Albert Kass	ecfpleadings@kccllc.com
aty	Anthony B Bush	abush@bushlegalfirm.com
aty	Bill D Bensinger	bdbensinger@csattorneys.com
aty	Brian R Walding	bwalding@waldinglaw.com
aty	Brooke L. Bean	bbean@kslaw.com
aty	Charles N Parnell	bkrp@parnellseast.com
aty	Chloe Champion	cchampion@burr.com
aty	Clarence A Wilbon	clarence.wilbon@arlaw.com
aty	Daniel D Sparks	ddsparks@csattorneys.com
aty	Danielle Elysees Douglas	danielle.douglas@arlaw.com
aty	David Evan Otero	david.otero@akerman.com
aty	Eric T Ray	etray@hklaw.com
aty	Frederick Mott Garfield	fgarfield@spain-gillon.com
aty	G. Daniel Evans	gdevans@evanslawpc.com
aty	Gary H. Leibowitz	gleibowitz@coleschotz.com
aty	Glenn Moses	gmoses@venable.com
aty	Glenn E Glover	gglover@babco.com
aty	Gregory Michael Taube	greg.taube@nelsonmullins.com
aty	Harry Conrad Jones, III	hjones@coleschotz.com
aty	Heather A Jamison	hlee@burr.com
aty	Hirshel Hall	hirshel.hall@alston.com
aty	Irving Edward Walker	iwalker@coleschotz.com
aty	James Blake Bailey	jbailey@bradley.com
aty	Jayna Partain Lamar	jlamar@maynardnexsen.com
aty	Jeremy L Retherford	jretherford@balch.com
aty	Jesse S Vogtle, Jr	jesse.vogtle@hklaw.com
aty	John Michael Pardoe	mpardoe@coleschotz.com
aty	Jonathan E Raulston	jraulston@ehjlaw.com
aty	Kathryn Grafton	kgrafton@chambless-math.com
aty	Kevin D. Heard	kheard@heardlaw.com
aty	Lisa M Peters	lisa.peters@kutakrock.com
aty	Lyndel Anne Vargas	lvargas@chfirm.com
aty	Mark P. Williams	mpwilliams@nwkt.com
aty	Matthew M Cahill	mcahill@bakerdonelson.com
aty	Max A. Moseley	mmoseley@kppblaw.com
aty	Morgan L Allred	morgan.allred@hklaw.com
aty	Paul J. Battista	pjbattista@venable.com
aty	Peter J. Haley	peter.haley@nelsonmullins.com
aty	Seth B Grissom	sbg@pglawllc.com
aty	Shaun Ramey	sramey@mcglinchey.com
aty	Stephen B Porterfield	stephen.porterfield@dentons.com
aty	Steven D Altmann	steve@nomberglaw.com
aty	Tazewell Taylor Shepard, IV	ty@ssmattorneys.com
aty	Thomas Benjamin Humphries	thomas.humphries@dentons.com
aty	Wesley Ryan Bulgarella	wbulgarella@maynardcooper.com
aty	William M. Hancock	bankruptcy@wolfejones.com

TOTAL: 49

## Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Premier Kings, Inc.	7078 Peachtree Industrial Blvd #800	Peachtree Corners, GA 30071
intp	Renasant Bank	1901 Sixth Ave. N., Suite 1500	Birmingham, AL 35203
cr	Burger King Company LLC	5707 Blue Lagoon Drive	Miami, FL 33126 UNITED STATES
intp	RRG of Jacksonville, LLC	c/o Peter Haley	Nelson Mullins Riley & Scarborough LLP One Financial Center, Suite 3500 Boston, MA 02111
op	Kurtzman Carson Consultants LLC	222 N. Pacific Coast Highway	Suite #300 El Segundo, CA 90245
intp	Premier Holdings, LLC	3300 Eastern Blvd	Montgomery, AL 36116
cr	Kemco Facilities Services, LLC	5750 Bell Circle	Montgomery, AL 36116
cr	CB&S Bank	P.O. Box 910	Russellville, AL 35653
crem	Playland Maintenance Service Inc.	3935 Tamiami Trail	Cumming, GA 30041
crem	M D Homes Alabama LLC	PO Box 6415	East Brunswick, NJ 08816
crem	BK Collinsville LLC	4615 University Drive	Coral Gables, FL 33146
crem	GAJ Realty Group Inc	8 Rosewood Drive	North Massapequa, NY 11758
crem	Hudson Construction Company	1425 Market Blvd	Suite 530 318 Roswell, GA 30076

crem	Brinks Incorporated	PO Box 101031	Atlanta, GA 30392	
crem	TK&K Unlimited Inc	8014 Cumming Hwy	Suite 403 332	Canton, GA 30115
crem	E.S.S., Inc.	203 McMillin St	Nashville, TN 37203-2912	
crem	Hemphill Services Inc	PO Box 1234	Trussville, AL 35173	
intp	Bulldog Restaurants, LLC	c/o Baker Donelson	1901 6th Ave. N., Suite 2600	Birmingham, AL 35203
cr	South Coast Enterprises, LLC	c/o Heard, Ary & Dauro, LLC	303 Williams Avenue SW	Suite 921 Huntsville, AL 35801
cr	Rave II Enterprises, LLC	c/o Heard, Ary & Dauro, LLC	303 Williams Avenue SW	Suite 921 Huntsville, AL 35801
cr	Rave Enterprises, LLC	c/o Heard, Ary & Dauro, LLC	303 Williams Avenue SW	Suite 921 Huntsville, AL 35801
cr	AuburnBank	c/o Parnell & Parnell, P.A.	P.O. Box 224	Montgomery, AL 36102
intp	Merit Bank	659 Gallatin St SW	Huntsville, AL 35801	
cr	DPI Group, LLC	c/o Stephen Porterfield	2311 Highland Avenue South	Birmingham, AL 35205
mv	Willie J Butler	c/o The Evans Law Firm, P.C.	1736 Oxmoor Road	Birmingham, AL 35209 UNITED STATES
cr	Karen L Nystrom	C/O ENGEL HAIRSTON--RAULSTON BROWN, PC	P.O. Box 1927	BIRMINGHAM, AL 35201
fa	Aurora Management Partners	1201 Peachtree Street, Suite 1570	Atlanta, GA 30361	
op	Raymond James & Associates, Inc.	880 Carillon Parkway	St. Petersburg, FL 33716	
cr	Premier Kings Holdings of Georgia, LLC	c/o Heather A. Jamison	Burr & Forman LLP	420 N. 20th St., Ste. 3400 Birmingham, AL 35203
cr	Premier Kings Holdings of Alabama, LLC	c/o Heather A. Jamison	Burr & Forman LLP	420 N. 20th St., Ste. 3400 Birmingham, AL 35203
cr	Premier Kings Holdings, LLC	c/o Heather A. Jamison	Burr & Forman LLP	420 N. 20th St., Ste. 3400 Birmingham, AL 35203
cr	Premier Holdings of Georgia, LLC	c/o Heather A. Jamison	Burr & Forman LLP	420 N. 20th St., Ste. 3400 Birmingham, AL 35203
cr	Premier Holdings, LLC	c/o Heather A. Jamison	Burr & Forman LLP	420 N. 20th St., Ste. 3400 Birmingham, AL 35203
cr	Premier Kings Holdings of Georgia, LLC	c/o Chloe E. Champion	Burr & Forman LLP	420 N. 20th St., Ste. 3400 Birmingham, AL 35203
cr	Premier Kings Holdings of Alabama, LLC	c/o Chloe E. Champion	Burr & Forman LLP	420 N. 20th St., Ste. 3400 Birmingham, AL 35203
cr	Premier Kings Holdings, LLC	c/o Chloe E. Champion	Burr & Forman LLP	420 N. 20th St., Ste. 3400 Birmingham, AL 35203
cr	Premier Holdings of Georgia, LLC	c/o Chloe E. Champion	Burr & Forman LLP	420 N. 20th St., Ste. 3400 Birmingham, AL 35203
cr	Premier Holdings, LLC	c/o Chloe E. Champion	Burr & Forman LLP	420 N. 20th St., Ste. 3400 Birmingham, AL 35203
intp	BMO Bank N.A., c/o AIS Portfolio Services, LLC	4515 N Santa Fe Ave. Dept. APS	Oklahoma City, OK 73118	
cr	Gates of Beachwood, LLC	505 20th Street, North. Suite 800	Birmingham	
cr	PeoplesSouth Bank	c/o Parnell & Parnell, P.A.	P.O. Box 224	Montgomery, AL 36102
cr	Ashley Moore	c/o Pilcher & Grissom, LLC	2 Office Park Cir, Suite 2	Birmingham, AL 35223
aty	Christian & Small LLP	505 N 20th St Ste 1800	Birmingham, AL 35203	
aty	Ben Moore, II	214 Second Avenue N Ste 205	Nashville, TN 37201	
aty	Christopher K Coleman	1201 West Peachtree Street	Atlanta, GA 30309	
aty	Jacob Johnson	Alston & Bird LLP	1201 West Peachtree Street	Atlanta, GA 30309
aty	Jeffrey R. Dutson	King & Spalding LLP	1180 Peachtree Street NE	Ste 1600 Atlanta, GA 30309
aty	William P. Reily	King & Spalding LLP	110 N. Wacker Drive, Suite 3800	Chicago, IL 60606
smg	Thomas Corbett	BA Birmingham	1800 5th Avenue North	Birmingham, AL 35203

TOTAL: 49