

**Fill in this information to identify the case:**

Debtor Premier Kings, Inc.

United States Bankruptcy Court for the: Northern District of Alabama  
(State)

Case number 23-02871

## Official Form 410

## Proof of Claim

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>ARC CAFEUSA001, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> ARC CAFEUSA001, LLC c/o Kutak Rock LLP Attn: Lisa M. Peters, Esq. 1650 Farnam Street Omaha, Nebraska 68102-2104  Contact phone <u>4023466000</u> Contact email <u>lisa.peters@kutakrock.com</u>	<b>Where should payments to the creditor be sent? (if different)</b> ARC CAFEUSA001, LLC c/o Realty Income Corporation Attn: Legal Department 2325 East Camelback Road, 9th Floor Phoenix, Arizona 85016  Contact phone <u>602.778.6000</u> Contact email _____
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __
<b>7. How much is the claim?</b> \$ <u>0.00</u>	<b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Non-residential real property leases</u></p>
<b>9. Is all or part of the claim secured?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <b>Basis for perfection:</b> _____ <small>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</small>  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
<b>10. Is this claim based on a lease?</b>	<div><input type="checkbox"/> No</div> <div><input checked="" type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b>   \$ <u>0.00</u></div>
<b>11. Is this claim subject to a right of setoff?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date 12/29/2023  
MM / DD / YYYY

/s/Lisa M. Peters  
Signature

Print the name of the person who is completing and signing this claim:

Name Lisa M. Peters  
First name Middle name Last name

Title Counsel to Claimant

Company Kutak Rock LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 927-7089 | International (310) 751-2656

<b>Debtor:</b> 23-02871 - Premier Kings, Inc.		
<b>District:</b> Northern District of Alabama, Birmingham Division		
<b>Creditor:</b> ARC CAFEUSA001, LLC c/o Kutak Rock LLP Attn: Lisa M. Peters, Esq. 1650 Farnam Street Omaha, Nebraska, 68102-2104  <b>Phone:</b> 4023466000 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> lisa.peters@kutakrock.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b> ARC CAFEUSA001, LLC c/o Realty Income Corporation Attn: Legal Department 2325 East Camelback Road, 9th Floor Phoenix, Arizona, 85016  <b>Phone:</b> 602.778.6000 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b>  <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Non-residential real property leases	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 0.00	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 0.00 <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Lisa M. Peters on 29-Dec-2023 11:36:37 a.m. Eastern Time <b>Title:</b> Counsel to Claimant <b>Company:</b> Kutak Rock LLP		

## EXHIBIT A

The Claim set forth herein is for lease amounts under the following non-residential real property leases:

A. That certain Lease dated as of December 20, 2005 between GE Capital Franchise Finance Corporation (“GECFFC”), as predecessor-in-interest by assignment to ARC CAFEUSA001, LLC (“Landlord” or “Claimant”), as landlord, and GoldCo, Inc. (“GoldCo”), as indirect predecessor-in-interest by assignment to Premier Kings, Inc. (“Debtor”), as tenant, (a) as amended by that certain Master First Lease Amendment dated November 14, 2013 to be effective November 15, 2013 between Landlord, as landlord, and GoldCo, as tenant; and (b) as assigned by (i) that certain Master Assignment and Assumption of Lease Documents effective as of July 31, 2013 between GECFFC, as assignor, and Landlord, as assignee, (ii) that certain Assignment, Assumption and Consent Agreement effective as of June 30, 2014 by and among Landlord, as landlord, GoldCo, as tenant, and Burger Gulf Coast, LLC (“BGC”), as assignee, and (iii) that certain Assignment, Assumption, and Consent Agreement effective as of October 26, 2016 by and among Landlord, as lessor, BGC, as lessee, and Debtor, as assignee (as amended and assigned and collectively with all other amendments, assignments, addenda, attachments and exhibits thereto, the “Andalusia Lease”). The Andalusia Lease relates to the real property and improvements located at 1137 North Bypass, Andalusia, Alabama 36420, identified by Debtor as Store No. 11481;

B. That certain Lease dated as of December 20, 2005 between GECFFC, as predecessor-in-interest by assignment to Landlord, as landlord, and GoldCo, as indirect predecessor-in-interest by assignment to Debtor, as tenant, (a) as amended by that certain Master First Lease Amendment dated November 14, 2013 to be effective November 15, 2013 between Landlord, as landlord, and GoldCo, as tenant; and (b) as assigned by (i) that certain Master Assignment and Assumption of Lease Documents effective as of July 31, 2013 between GECFFC, as assignor, and Landlord, as assignee, (ii) that certain Assignment, Assumption and Consent Agreement effective as of June 30, 2014 by and among Landlord, as landlord, GoldCo, as tenant, and BGC, as assignee, and (iii) that certain Assignment, Assumption, and Consent Agreement effective as of October 26, 2016 by and among Landlord, as lessor, BGC, as lessee, and Debtor, as assignee (as amended and assigned and collectively with all other amendments, assignments, addenda, attachments and exhibits thereto, the “Atmore Lease”). The Atmore Lease relates to the real property and improvements located at 220 South Main Street, Atmore, Alabama 36502, identified by Debtor as Store No. 12520;

C. That certain Lease dated as of December 20, 2005 between GECFFC, as predecessor-in-interest by assignment to Landlord, as landlord, and GoldCo, as indirect predecessor-in-interest by assignment to Debtor, as tenant, (a) as amended by that certain Master First Lease Amendment dated November 14, 2013 to be effective November 15, 2013 between Landlord, as landlord, and GoldCo, as tenant; and (b) as assigned by (i) that certain Master Assignment and Assumption of Lease Documents effective as of July 31, 2013 between GECFFC, as assignor, and Landlord, as assignee, (ii) that certain Assignment, Assumption and Consent Agreement effective as of June 30, 2014 by and among Landlord, as landlord, GoldCo, as tenant, and BGC, as assignee, and (iii) that certain Assignment, Assumption, and Consent Agreement effective as of October 26, 2016 by and among Landlord, as lessor, BGC, as lessee, and Debtor, as assignee (as amended and assigned and collectively with all other amendments, assignments, addenda, attachments and exhibits thereto, the “Brewton Lease”). The Brewton Lease relates to the real property and improvements located at 1701 Douglas Avenue, Brewton, Alabama 36426, identified by Debtor as Store No. 7564;

D. That certain Lease dated as of August 18, 2006 between CPCG Gold I, LLC (“CPCG”), as indirect predecessor-in-interest by assignment to Landlord, as landlord, and GoldCo, as indirect predecessor-in-interest by assignment to Debtor, as tenant, (a) as amended by that certain Master First Lease Amendment dated November 14, 2013 to be effective November 15, 2013 between Landlord, as landlord, and GoldCo, as tenant; and (b) as assigned by (i) that certain Assignment and Assumption of Lease dated as of May 31, 2007 by and between CPCG, as assignor, and GECFFC, as assignee, (ii) that certain Master Assignment and Assumption of Lease Documents effective as of July 31, 2013 between GECFFC, as assignor, and Landlord, as assignee, (iii) that certain Assignment, Assumption and Consent Agreement effective as of June 30, 2014 by and among Landlord, as landlord, GoldCo, as tenant, and BGC, as assignee, and (iv) that certain Assignment, Assumption, and Consent Agreement effective as of October 26, 2016 by and among Landlord, as lessor, BGC, as lessee, and Debtor, as assignee (as amended and assigned and collectively with all other amendments, assignments, addenda, attachments and exhibits thereto, the “Dothan Lease”). The Dothan Lease relates to the real property and improvements located at 3092 Ross Clark Circle, Dothan, Alabama 36301, identified by Debtor as Store No. 3345;

E. That certain Lease dated as of December 20, 2005 between GECFFC, as predecessor-in-interest by assignment to Landlord, as landlord, and GoldCo, as indirect predecessor-in-interest by assignment to Debtor, as tenant, (a) as amended by that certain Master First Lease Amendment dated November 14, 2013 to be effective November 15, 2013 between Landlord, as landlord, and GoldCo, as tenant; and (b) as assigned by (i) that certain Master Assignment and Assumption of Lease Documents effective as of July 31, 2013 between GECFFC, as assignor, and Landlord, as assignee, (ii) that certain Assignment, Assumption and Consent Agreement effective as of June 30, 2014 by and among Landlord, as landlord, GoldCo, as tenant, and BGC, as assignee, and (iii) that certain Assignment, Assumption, and Consent Agreement effective as of October 26, 2016 by and among Landlord, as lessor, BGC, as lessee, and Debtor, as assignee (as amended and assigned and collectively with all other amendments, assignments, addenda, attachments and exhibits thereto, the “Enterprise Lease”). The Enterprise Lease relates to the real property and improvements located at 701 Boll Weevil Boulevard, Enterprise, Alabama 36330, identified by Debtor as Store No. 4848; and

F. That certain Lease dated as of August 18, 2006 between CPCG as indirect predecessor-in-interest by assignment to Landlord, as landlord, and GoldCo, as indirect predecessor-in-interest by assignment to Debtor, as tenant, (a) as amended by that certain Master First Lease Amendment dated November 14, 2013 to be effective November 15, 2013 between Landlord, as landlord, and GoldCo, as tenant; and (b) as assigned by (i) that certain Assignment and Assumption of Lease dated as of May 31, 2007 by and between CPCG, as assignor, and GECFFC, as assignee, (ii) that certain Master Assignment and Assumption of Lease Documents effective as of July 31, 2013 between GECFFC, as assignor, and Landlord, as assignee, (iii) that certain Assignment, Assumption and Consent Agreement effective as of June 30, 2014 by and among Landlord, as landlord, GoldCo, as tenant, and BGC, as assignee, and (iv) that certain Assignment, Assumption, and Consent Agreement effective as of October 26, 2016 by and among Landlord, as lessor, BGC, as lessee, and Debtor, as assignee (as amended and assigned and collectively with all other amendments, assignments, addenda, attachments and exhibits thereto, the “Troy Lease”). The Troy Lease relates to the real property and improvements located at 832 Highway 231, Troy, Alabama 36081, identified by Debtor as Store No. 4058.

The lease documents evidencing the Andalusia Lease, the Atmore Lease, the Brewton Lease, the Dothan Lease, the Enterprise Lease, and the Troy Lease (each, a “Lease” and, collectively, the “Leases”) are voluminous and therefore, are not attached hereto. However, Debtor has copies of each Lease and

copies thereof can be provided to appropriate parties-in-interest upon written request therefor to Landlord's counsel of record in these jointly administered bankruptcy cases.

As of the date hereof, none of the Leases have been assumed, assumed and assigned, or rejected. The Claim set forth herein includes, to the best of Landlord's knowledge, all amounts that were due and owing under and pursuant to the Leases as of October 25, 2023 (the "Petition Date") and is being filed solely under compulsion of that certain *Order Setting Bar Dates for Filing Claims* entered on November 29, 2023 at Docket No. 263.

#### **Claim Amount Calculation**

<u>Lease</u>	<u>Amount Outstanding on Petition Date</u>
Andalusia Lease	\$0.00
Atmore Lease	\$0.00
Brewton Lease	\$0.00
Dothan Lease	\$0.00
Enterprise Lease	\$0.00
Troy Lease	\$0.00
<b>Total Claim Amount</b>	<b>\$0.00</b>

#### **Reservation of Rights**

Claimant reserves the right to amend this Proof of Claim at any time and in any manner, including without limitation, to include damages under 11 U.S.C. § 502(b)(6) or otherwise in the event any of the Leases are rejected.

In the event the Debtor or anyone on the Debtor's behalf asserts a claim against Claimant in these proceedings, this claim may be secured by a right of setoff pursuant to sections 506(a) and 553 of the Bankruptcy Code.

Claimant further reserves the right to assert and seek payment of all amounts that may come due and not be paid as and when due under and pursuant to any of the Leases from and after the Petition Date through and including the date (or dates) any such Lease is rejected, if any, as an administrative expense claim under 11 U.S.C. §§ 365(d)(3) and 503(b)(1), with priority under 11 U.S.C. § 507(a)(2), and nothing herein shall prejudice or be deemed to waive such right. Non-exclusive examples of such amounts include (but are not limited to) base monthly rental, insurance, utilities, common area or shared maintenance expenses under easements and restrictive covenants, real estate taxes, late fees, year-end reconciliations, and indemnification obligations under the Leases.

Lastly, nothing herein is or shall be deemed a waiver, release, abatement, deferral, or forgiveness of any amounts that are presently outstanding under any of the Leases or may come due and not be paid as and when due under any of the Leases and nothing herein prejudices or adversely affects or shall be deemed to prejudice or adversely affect any of Claimant's rights or claims under or pursuant to any of the Leases, 11 U.S.C. §§ 101, *et seq.*, or other applicable law or in equity, including without limitation, in the event Debtor seeks to assume or assume and assign any of the Leases pursuant to 11 U.S.C. § 365.