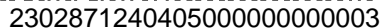


<b>In re:</b>	)	
<b>PREMIER KINGS, INC., et al.,</b>	)	<b>Chapter 11</b>
	)	<b>CASE NO. 23-02871 (TOM11)</b>
<b>Debtor.</b>	)	<b>(Jointly Administered)</b>
<hr/>		
	)	
<b>PREMIER HOLDINGS OF GEORGIA, LLC,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Adv. Proc. No. _____</b>
	)	
<b>RRG OF JACKSONVILLE, LLC</b>	)	
	)	
<b>Defendant.</b>	)	
	)	
	)	

**COMES NOW** Premier Holdings of Georgia, LLC (“PHGA”), by and through its undersigned counsel of record, and hereby brings this Complaint against RRG of Jacksonville, LLC (“RRG”) and in support thereof, avers as follows:

1. PHGA files this action seeking, among other relief, a declaratory judgment against RRG that, pursuant to the Asset Purchase Agreement dated October 25, 2023 by and between Premier Kings of Georgia, Inc. (“PKGI”) and RRG (as amended, the “APA”), RRG assumed PKGI’s obligations under that certain Development Agreement dated May 17, 2019 by and between PKGI and PHGA (the “Development Agreement”), and therefore is contractually required to perform its obligations due under the Development Agreement.



## **PARTIES, VENUE, AND JURISDICTION**

2. PHGA is a Georgia limited liability company with its principal place of business at 7078 Peachtree Industrial Blvd, Suite 800, Peachtree Corners, GA 30071.

3. According to information and belief, RRG is a Florida limited liability company with its principal place of business at 525 South Flagler Drive, Suite 201, West Palm Beach, FL 33401.

4. This adversary proceeding arises under and relates to the above-captioned, jointly-administered chapter 11 proceeding pending before this Court.

5. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334. This Court has jurisdiction to grant the relief sought herein under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201, *et seq.*

6. This adversary proceeding is a core proceeding under 28 U.S.C. § 157(b)(2).

7. Venue is proper in this Court pursuant to 28 U.S.C. §§1408 and 1409.

8. The statutory predicates for relief are Rule 7001 of the Federal Rules of Bankruptcy Procedure, 28 U.S.C. § 2201, *et seq.*, and section 105 of 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”).

## **FACTUAL ALLEGATIONS**

9. On or about October 25, 2023 (the “Petition Date”), Premier Kings, Inc.; PKGI; and Premier Kings of North Alabama, LLC (collectively, “Debtors”) filed for bankruptcy protection (the “Bankruptcy”) under Chapter 11 of the Bankruptcy Code. Debtors continued to operate its business and manage its property as debtors-in-possession pursuant to Bankruptcy Code §§ 1107(a) and 1108.

10. Debtors were founded to operate Burger King restaurants throughout Alabama, Georgia, Tennessee, South Carolina, and Florida. With a few exceptions, Debtors did not own

the real property or the restaurants operated on said real property, but rather leased the same from related entities, one of which is PHGA.

11. By an Order entered on December 13, 2023 [Doc. No. 355] (the “Sale Order”) the Court approved the sale of Debtors’ assets, including certain leases between PHGA and PKGI, pursuant to the terms of the APA.

12. The APA was attached to the Sale Order. [See Doc. No. 355]. The APA states that PKGI’s restaurants include those listed on Exhibit A to the APA. Exhibit A to the APA is entitled “List of Store Locations.” Store 26868, located at 7306 Hwy 21, Port Wentworth, GA 31407 (the “Port Wentworth Store”), is listed as one such store location. The Port Wentworth Store is depicted on Exhibit A to the APA as follows:

26868	Premier Kings of Georgia, Inc.	7306 Hwy 21	Port Wentworth	GA	31407
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13. On the first page of the APA, following the cover page, the APA states that Exhibit B contains each leasing agreement affecting the restaurants, and defines each individual lease as an “Existing Lease.” Exhibit B to the APA is entitled “Leased Properties” and depicts the Port Wentworth Store as being subject to the following Existing Leases:

26868	7306 Hwy 21	Port Wentworth	GA	31407	Port Wentworth, (GL to PKGA) PHGA (Del Agrmt w/ PK-GA)	c/o Cape Asset Management 3735 Beam Road, Suite B Charlotte, NC 28217	PKGA	5/8/18 (GL) 5/17/19 Dev Agr	8/3/18 (GL)	3/31/39
-------	-------------	----------------	----	-------	--	---	------	--------------------------------	-------------	---------

14. As shown in the preceding paragraph, the Port Wentworth Store is subject to a ground lease dated May 8, 2018, between Port Wentworth Fee Owner, LLC and PKGI (the “Ground Lease”) and the Development Agreement, wherein PHGA agreed to build a Burger King restaurant on the ground leased pursuant to the Ground Lease, and in return, PKGI agrees to pay a monthly development fee equal to: (a) the debt service payment of PHGA, plus (b) an administrative fee of \$100.00 (the “Development Fee”). A copy of the Development Agreement is attached hereto as **Exhibit 1**.

15. Because both the Ground Lease and the Development Agreement are listed on Exhibit B, they are each Existing Leases as defined by the APA.

16. Additionally, Section 1.1(a) of the APA states that PKGI “will sell, assign, transfer, convey and deliver” to RRG, and that RRG “agrees to purchase, accept, acquire, assume, and take assignment and delivery [of]” certain “Designated Leases”.

17. Section 1.3(a) of the APA states that Schedule 1.3(a)-1 of the APA lists all “Assignable Leases” from which RRG may elect to assume. For the Port Wentworth Store, both the Ground Lease and the Development Agreement are listed as Assignable Leases. Both the Ground Lease and the Development Agreement are depicted in Schedule 1.3(a)-1 as follows:

26868	7304 Hwy 21	Port Wentworth	GA	31407	Port Wentworth, (GL to PKGA) PHSA (Del Agrmt w/ PK-GA)	c/o Cape Asset Management 1735 Beam Road, Suite B Charlotte, NC 28217	PKGA	5/8/18 (GL) 5/17/19 Dev Agr	8/3/18 (GL)	3/31/39
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18. Also under Section 1.3(a) of the APA, RRG has the right to designate leases which it will assume. Under this provision, RRG is required to designate from the Assignable Leases which of those leases shall be “Designated Leases” and RRG was required to list the Designated Leases on Schedule 1.3(a)-2.

19. The First Amendment to Asset Purchase Agreement dated December 11, 2023 (the “APA Amendment”) included Schedule 1.3(a)-2, which constitute those Assignable Leases that RRG would assume. This schedule includes the Port Wentworth Store, which is depicted as follows:

26868	7304 Hwy. 21, Port Wentworth, GA
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20. The Assignment and Assumption of Lease Agreement (the “Assumption Agreement”), documented the assignment and assumption of the Port Wentworth Store to RRG. In the recitals portion of the Assumption Agreement, it is stated that the Port Wentworth Store is “subject to that certain Development Agreement between Premier Holdings of Georgia, LLC and

Assignor.” The Assumption Agreement expressly incorporated the recitals into the agreement portion of the Assumption Agreement. A copy of the Assumption Agreement is attached hereto as **Exhibit 2**.

21. Under Section 1.3(b) of the Lease, PKGI was required to pay “any amounts necessary to cure any default under such Designated Lease” as “Cure Costs” for such Designated Lease. Following the closing of the sale to RRG pursuant to the APA, PKGI paid to PHGA the Cure Costs due under the Development Agreement.

22. There is no indication in the APA or otherwise that RRG did not intend to assume both the Ground Lease and the Development Agreement. In actuality, there are facts supporting that RRG did intend to assume the Ground Lease because (a) the Assumption Agreement referenced the Development Agreement and (b) PKGI paid the Cure Costs due and owing under the Development Agreement.

23. Currently, RRG owes PHGA at least \$38,850.00 in past-due Development Fees.

**COUNT ONE**  
**DECLARATORY JUDGMENT**

24. A justiciable controversy has arisen involving RRG’s assumption of the Development Agreement, and PHGA seeks to obtain a declaration of the parties’ rights, status or other legal obligations related to the same.

25. The Development Agreement is executory, and therefore subject to assumption and assignment by RRG.<sup>1</sup>

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<sup>1</sup> See *In re Walter Energy*, 2015 WL 9487718 at \*4 (Bankr. N.D. Ala. 2015) (holding that the Eleventh Circuit applies the functional approach to determine if a contract is executory, under which, “even if one of the parties to the contract has material performance obligations remaining, the contract ‘may nevertheless be deemed executory . . . if its assumption or rejection would ultimately benefit the estate and its creditors.’”).

26. The APA, the Assumption Agreement, and the Sale Order are unambiguous as to RRG's assumption of the Development Agreement.

27. PHGA seeks a declaration from this Court that, pursuant to the APA, RRG assumed the Development Agreement, RRG is liable to PHGA under the Development Agreement, and RRG is required to perform its obligations due under the Development Agreement.

**COUNT TWO**  
**BREACH OF CONTRACT**

28. The Development Agreement was a valid and binding contract between PHGA and PKGI.

29. The Development Agreement was validly assigned by PKGI to RRG pursuant to the APA, the Assumption Agreement, and the Sale Order.

30. RRG assumed the Development Agreement pursuant to the APA, the Assumption Agreement, and the Sale Order.

31. The Development Agreement is therefore a valid and binding contract between PHGA and RRG.

32. RRG is liable for the Development Fee pursuant to the Development Agreement.

33. RRG is in default under the Development Agreement for its failure to pay the Development Fee.

34. Due to RRG's failure to pay the Development Fee, as of the date herein, RRG owes PHGA \$38,850.00 for past due Development Fees, exclusive of attorney's fees and expenses, plus accruing charges due under the Development Agreement, and any other amounts due and owing to PHGA by RRG.

## **RELIEF REQUESTED**

**WHEREFORE**, PHGA respectfully requests that this Court:

(1) Enter a judgment against RRG for breach of contract damages in the amount of \$38,850.00 for past due Development Fees, exclusive of attorney's fees and expenses, plus accruing charges due under the Development Agreement, and any other amounts due and owing to PHGA by RRG;

(2) Issue a declaration determining and declaring that RRG assumed the Development Agreement, RRG is liable to PHGA under the Development Agreement, and RRG is required to perform its obligations due under the Development Agreement;

(3) Issue an order permitting PHGA to file a motion for award of attorney's fees and costs incurred in enforcing this Court's Sale Order against RRG, pursuant provided by Federal Rule of Civil Procedure 54, as made applicable by Federal Rule of Bankruptcy Procedure 7054; and

(4) Enter a judgment awarding all additional, other, and different relief to which PHGA may be entitled.

**DATED** this the 5th day of April, 2024.

/s/ Heather A. Jamison

Heather A. Jamison

Chloe E. Champion

*Counsel for Premier Holdings of Georgia, LLC*

### **OF COUNSEL:**

BURR & FORMAN LLP  
420 North 20th Street, Suite 3400  
Birmingham, Alabama 35203  
Telephone: (205) 251-3000  
Facsimile: (205) 458-5100  
Email: [hjamison@burr.com](mailto:hjamison@burr.com)  
[cchampion@burr.com](mailto:cchampion@burr.com)

**ADDRESS FOR SERVICE**

RRG of Jacksonville, LLC  
c/o BCRA, LLC, Its Registered Agent  
1905 NW Corporate Boulevard, Suite 310  
Boca Raton, FL 33431



## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into by and between Premier Holdings of Georgia, LLC, a Georgia limited liability company hereinafter called the "Developer") and Premier Kings of Georgia Inc., a Georgia corporation (hereinafter called the "Owner/Operator") on or about May 17, 2019, 2019.

### WITNESSETH:

WHEREAS, Developer and Owner/Operator desire to establish in writing their agreement concerning their relationship, obligations and rights with respect to the development of a Burger King restaurant on certain property located Chatham County, Georgia which is described on Exhibit "A" and to be known as Burger King Store No. 26868, 7304 Highway 21, Port Wentworth, Georgia 31407 (the "Premises").

WHEREAS, Developer and Owner/Operator acknowledge that this Development Agreement is made subject to the provisions hereof, and the terms and conditions of any bank loan, the proceeds of which will be used to construct the improvements on the Premises (hereinafter called the "Bank Loan").

WHEREAS, Developer and Owner/Operator acknowledge that the development of the Premises is made subject to the provisions hereof, all matters of record, and the terms and conditions of that certain franchise agreement entered into between Owner/Operator and Burger King Corporation (hereinafter called the "Franchise Agreement").

NOW, THEREFORE, in consideration of the payments hereinafter agreed to be paid and the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Developer and Owner/Operator agree as follows:

1. Development of the Premises: Developer, for and in consideration of the fees, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by Owner/Operator, by these presents does hereby agree to construct a Burger King restaurant on the Premises described on Exhibit "A" for the use and benefit of the Owner/Operator upon the terms and conditions hereinafter set forth and in compliance with the Project # 26.04 including all plans and specifications (and appendices and addendums thereto) for the Project, as provided, updated, and supplemented by Hendon + Huckestein Architects, PC (the "Plans and Specifications"), which are incorporated herein by reference (collectively, the "Project").

2. Term: The term of the Development Agreement shall commence on the date hereof and shall terminate twenty (20) years from the date hereof (the "Termination Date").

3. Development Fee. Owner/Operator agrees to pay to Developer, without deduction, set off or abatement, and without previous notice or demand therefor, a monthly development fee on the first day of each month commencing on June 1, 2019, and continuing through the Termination Date, equal to (a) the Developer's debt service payment associated with the development of the Project, including without limitation under the Bank Loan, plus (b) an administrative/overhead/profit fee of \$100.00.

4. Costs and Expenses. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

5. Assignment. This Agreement is not assignable, except that the Developer shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Developer that agrees to assume assigned obligations of the Developer in and to the

Project; and if so assigned, the Developer shall continue to be responsible for the performance of the obligations of the Developer under this Agreement.

6. Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

7. Survival of Representations and Warranties. The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

8. Waivers. Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision.

9. Time is of the Essence. The Parties acknowledge and agree that time is of the essence in performing their respective duties under this Agreement.

10. Notices. All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

PREMIER HOLDINGS OF GEORGIA, LLC  
3300 Eastern Blvd  
Montgomery AL 36116

PREMIER KINGS OF GEORGIA, INC.  
3300 Eastern Blvd  
Montgomery AL 36116

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

11. Entire Agreement; Amendment. This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives. The terms and provisions of this Agreement shall run with the land for as long as this Agreement remains in effect and shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

12. Severability. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and in the event any such provision is held to be invalid, illegal or unenforceable, those Parties affected by such event shall exercise their best efforts to agree upon a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

13. No Third-Party Beneficiaries. Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

14. Governing Law. The governing law of this Agreement shall be the law of the State of Alabama without regard to conflicts of law provisions.

15. Construction. In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular, references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to exhibits, attachments or appendices are to those of this Agreement unless otherwise indicated and shall be deemed to include all subsequent modifications thereto; references to agreements and other contractual instruments shall be deemed to include all exhibits, attachments and appendices attached thereto and all subsequent amendments and other modifications to such instrument; and references to Parties include their respective successors and permitted assigns.

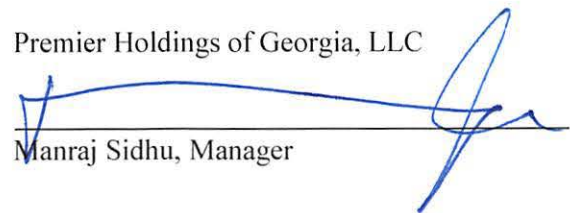
16. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Execution begins on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed in their respective names by their respective authorized representatives as of the day and year first above written.

DEVELOPER:

Premier Holdings of Georgia, LLC

  
Manraj Sidhu, Manager

OWNER/OPERATOR:

Premier Kings of Georgia Inc.

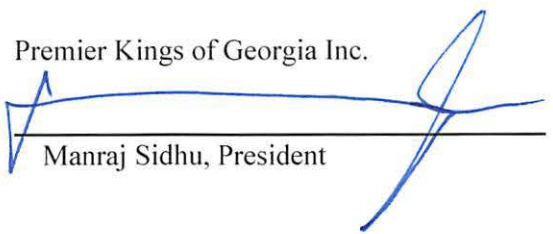
  
Manraj Sidhu, President

Exhibit "A"

LEGAL DESCRIPTION



## ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this “**Assignment**”) is made and entered into as of January 16, 2024, by and between Premier Kings of Georgia, Inc., a Georgia corporation (“**Assignor**”), and RRG of Jacksonville, LLC, a Florida limited liability company (“**Assignee**”). Assignor and Assignee are referred to collectively as “**Parties**” herein, and each individually, a “**Party**”.

### RECITALS

WHEREAS, Assignor, as tenant, and Port Wentworth Fee Owner, LLC, as landlord, are parties to that certain Ground Lease, dated as of May 8, 2018, as amended by that certain Amendment to Ground Lease, dated August 3, 2018, and as subject to that certain Development Agreement between Premier Holdings of Georgia, LLC and Assignor, dated May 17, 2019 (collectively, the “**Lease**”);

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 25, 2023 (as amended, the “**Purchase Agreement**”), pursuant to which Assignor agreed to assign, and Assignee agreed to assume, all of Assignor’s right, title and interest in, to and under the Lease;

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignor agreed to assign, and Assignee agreed to assume, pay, perform, discharge or otherwise satisfy the Assumed Liabilities; and

WHEREAS, all capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and incorporating the recitals above, the Parties agree as follows:

### AGREEMENT

1. Assignment of Lease. Subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received from Assignee, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in, to and under the Lease and Assignee accepts such assignment.

2. Assumption of Assumed Liabilities. Subject to the terms and conditions set forth in the Purchase Agreement, Assignor hereby assigns to Assignee the Assumed Liabilities and Assignee hereby accepts such assignment and agrees to pay, perform, discharge or otherwise satisfy the Assumed Liabilities. Other than as specifically set forth herein, Assignee assumes no debt, liability, or obligation of Assignor, all of which shall remain the responsibility of Assignor and shall be Excluded Liabilities.

3. Further Assurances. In case at any time after the date hereof any further actions are necessary or desirable to carry out the purposes of this Assignment, the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof.

4. Instrument of Conveyance Only. This Assignment is being made by the Parties pursuant to the requirements of the Purchase Agreement, the terms and conditions of which are incorporated herein by this reference, and this Assignment shall be subject to such terms and conditions. Except for the actual conveyance of the Lease as set forth in Section 1 of this Assignment and the assumption of the Assumed Liabilities as set forth in Section 2 of this Assignment, nothing set forth in this Assignment is intended to or shall expand, enlarge, modify, restrict, limit, or abridge any of the terms, representations, warranties, covenants, conditions, agreements, provisions, rights, benefits, obligations or liabilities of Assignors or Assignee beyond that set forth in the Purchase Agreement. In the event of any conflict, ambiguity or discrepancy between the terms or conditions of the Purchase Agreement and this Assignment, the terms and conditions of the Purchase Agreement shall be controlling in all respects.

5. No Third-Party Beneficiaries. This Assignment is for the sole and exclusive benefit of the Parties and their respective successor and permitted assigns, and nothing herein is intended or shall be construed to confer upon any person other than the Parties and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Assignment of any term, covenant or condition hereof.

6. Governing Law; Disputes. The Parties agree that this Assignment shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to such state's conflicts of laws rules. Any dispute arising from this Assignment shall be subject to the terms and conditions of the Purchase Agreement.

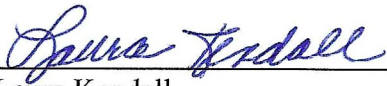
7. Counterparts. This Assignment may be executed in multiple counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same agreement. The Parties may deliver executed signature pages to this Assignment by facsimile or email transmission. No Party may raise as a defense to the formation or enforceability of this Assignment, and each Party forever waives any such defense, either (a) the use of a facsimile or email transmission to deliver a signature, or (b) the fact that any signature was signed and subsequently transmitted by facsimile or email transmission.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first set forth above.

**ASSIGNOR:**

**PREMIER KINGS OF GEORGIA, INC.,**  
a Georgia corporation

By:   
Name: Laura Kendall  
Title: Deputy Restructuring Office

**ASSIGNEE:**

**RRG OF JACKSONVILLE, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: Randy Pianin  
Title: Manager

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT]



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first set forth above.

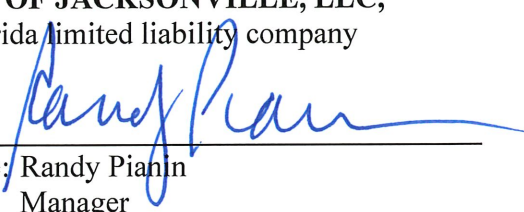
**ASSIGNOR:**

**PREMIER KINGS OF GEORGIA, INC.,**  
a Georgia corporation

By: \_\_\_\_\_  
Name: Laura Kendall  
Title: Deputy Restructuring Office

**ASSIGNEE:**

**RRG OF JACKSONVILLE, LLC,**  
a Florida limited liability company

By:  \_\_\_\_\_  
Name: Randy Pianin  
Title: Manager

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT]

## LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

To the extent required under the Lease, effective as of the date (the “**Effective Date**”) of the Assignment and Assumption of Lease Agreement enclosed herewith (the “**Assignment Agreement**”), the undersigned (“**Landlord**”) hereby (a) consents to the assignment effected by the Assignment Agreement; (b) waives any right of refusal to repossess the space, any option to purchase, and any termination option which may arise as a result of Assignor’s assignment of the Lease to Assignee pursuant to the Assignment Agreement; (c) agrees to recognize Assignee as the “Owner/Operator” under the Lease, and to thereby establish direct privity of estate and privity of contract with Assignee; (d) waives any right of Landlord to charge any fee or other amount in connection with Assignor’s assignment of the Lease to Assignee pursuant to the Assignment Agreement; and (e) certifies and agrees that (i) Landlord has all requisite power and authority to execute and deliver this consent to the Assignment Agreement (this “**Consent**”), without the need to obtain the consent or approval of, or to deliver notice to, any other person or entity, and the Assignment Agreement and this Consent are binding upon and enforceable against Landlord, its successors and assigns, (ii) Landlord is the current, sole fee simple owner of record of all real and personal property, and all other equipment, fixtures, buildings, structures, and premises currently leased by Assignor under and pursuant to the Lease, (iii) the consummation of Assignor’s assignment of the Lease to Assignee pursuant to the Assignment Agreement shall not be deemed a breach or violation of, or default or event of default under, any provision of the Lease, and (iv) except to the extent mutually amended, restated, supplemented, or otherwise modified by Assignee and Landlord in accordance with the terms and conditions of the Lease, the Lease shall remain in full force and effect from and after the Effective Date, in accordance with its terms and conditions. All capitalized terms used but not defined in this Consent shall have the respective meanings ascribed thereto in the Assignment Agreement.

### **LANDLORD:**

**PORT WENTWORTH FEE OWNER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **DEVELOPER CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE**

To the extent required under the Development Agreement between Premier Kings of Georgia, Inc., a Georgia corporation, and the undersigned (“**Counterparty**”), dated May 17, 2019 (the “**Development Agreement**”), effective as of the date (the “**Effective Date**”) of the Assignment and Assumption of Lease Agreement enclosed herewith (the “**Assignment Agreement**”), Counterparty hereby (a) consents to the assignment effected by the Assignment Agreement; (b) waives any right of refusal to repossess the space, any option to purchase, and any termination option which may arise as a result of Assignor’s assignment of the Lease and/or the Development Agreement (as applicable) to Assignee pursuant to the Assignment Agreement; (c) agrees to recognize Assignee as the “Tenant” under the Lease and (as applicable) the “Owner/Operator” under the Development Agreement, and to thereby establish direct privity of estate and privity of contract with Assignee; (d) waives any right of Counterparty to charge any fee or other amount in connection with Assignor’s assignment of the Lease and/or the Development Agreement (as applicable) to Assignee pursuant to the Assignment Agreement; and (e) certifies and agrees that (i) Counterparty has all requisite power and authority to execute and deliver this consent to the Assignment Agreement (this “**Consent**”), without the need to obtain the consent or approval of, or to deliver notice to, any other person or entity, and the Assignment Agreement and this Consent are binding upon and enforceable against Counterparty, its successors and assigns, (ii) the consummation of Assignor’s assignment of the Lease and/or the Development Agreement (as applicable) to Assignee pursuant to the Assignment Agreement shall not be deemed a breach or violation of, or default or event of default under, any provision of the Lease or the Development Agreement, and (iv) except to the extent mutually amended, restated, supplemented, or otherwise modified by Assignee and Counterparty in accordance with the terms and conditions of the Lease and the Development Agreement, the Lease and the Development Agreement shall remain in full force and effect from and after the Effective Date, in accordance with their respective terms and conditions. All capitalized terms used but not defined in this Consent shall have the respective meanings ascribed thereto in the Assignment Agreement.

### **COUNTERPARTY:**

**PREMIER HOLDINGS OF GEORGIA, LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_