

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

In re:

(Chapter 11)

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

Case No. 23-02871 (TOM)

Debtors.

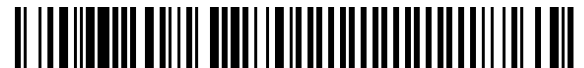
Joint Administration Requested

**MOTION OF THE DEBTORS AND DEBTORS-IN-POSSESSION FOR  
ENTRY OF INTERIM AND FINAL ORDERS APPROVING CASH MANAGEMENT  
SYSTEM AND AUTHORIZING THE DEBTORS TO CONTINUE USING  
EXISTING BANK ACCOUNTS AND BUSINESS FORMS**

Premier Kings, Inc., and its debtor affiliates, as debtors and debtors-in-possession in the above-captioned Chapter 11 cases (each a “Debtor” and, collectively, the “Debtors”), by their undersigned proposed counsel and pursuant to sections 105(a), 363, and 345(b) of Title 11 of the United States Code (the “Bankruptcy Code”), hereby move (the “Motion”) for entry of interim and final orders substantially in the form attached hereto as **Exhibit A** and **Exhibit B**, respectively (the “Proposed Orders”), authorizing, but not requiring, the Debtors to among other things, continue using their existing cash management system, bank accounts and corporate debit cards, and existing business forms. In support of the Motion, the Debtors rely upon and hereby incorporate by reference the *Declaration of David Baker in Support of First-Day Motions* (the “Baker Declaration”),<sup>2</sup> filed contemporaneously herewith. In further support of this Motion, the Debtors respectfully state as follows:

<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 Baker Declaration.



## **JURISDICTION AND VENUE**

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157(b) and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (O) and the *General Order of Reference* from the United States District Court for the Northern District of Alabama dated July 16, 1984, as amended July 17, 1984.

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

3. The statutory predicates for the relief sought herein are Sections 105, 345, 363 of the Bankruptcy Code and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”).

## **BACKGROUND**

### **I. Introduction.**

4. On the date hereof (the “Petition Date”), the Debtors filed voluntary petitions in this Court for relief under Chapter 11 of the Bankruptcy Code.

5. The Debtors continue to manage and operate their businesses as a debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. No official committee of unsecured creditors has been appointed.

7. No request for a trustee or examiner has been made in these Chapter 11 cases.

8. Information regarding the Debtors’ businesses, capital structure, and the circumstances leading to the commencement of these Chapter 11 cases is set forth in the Baker Declaration. Those facts are incorporated herein by reference.

### **II. Factual Background Relevant to the Motion.**

9. In the ordinary course of business, the Debtors utilize an integrated, centralized cash management system typical of fast-food franchisees, and comparable to the centralized cash management systems used by other similarly-sized companies to collect, concentrate, and

disburse funds generated by their operations (as explained below, the “Cash Management System”). The Cash Management System is tailored to meet the Debtors’ operating needs. The Cash Management System enables the Debtors to efficiently collect and disburse cash generated by their businesses, pay their financial obligations, centrally control and monitor corporate funds and available cash, reduce administrative expenses, and efficiently obtain accurate account balances and other financial data. It is critical that the Cash Management System remain intact to ensure seamless continuation of operations and uninterrupted collection of revenues.

10. The Cash Management System currently consists of 212 bank accounts located at Truist Financial Corporation (“Truist”) and other selected banks whose branches are located near the Debtors’ various store locations (collectively, with Truist, the “Banks”). A list of the Debtors’ bank accounts (collectively, the “Bank Accounts”) is set forth on **Exhibit C**. A schematic diagram of the Cash Management System is attached hereto as **Exhibit D**.

11. As more fully explained below, the Cash Management System is designed to effectuate the collection of revenue from customers, pay operating expenses, and maintain payroll obligations. Any disruption caused by requiring the Debtors to close their existing bank accounts, open new bank accounts, and establish a new cash management system would jeopardize the Debtors’ ability to satisfy post-petition obligations and maintain their relationships with customers.

**A. Overview of the Cash Management System**

12. The key features of the Debtors’ Cash Management System are described below. Each of the Debtors’ restaurants (collectively, the “Restaurants,” and, each, a “Restaurant”) deposit cash proceeds of sales into various depository accounts (the “Depository Accounts”), and from there the funds are swept into the respective Debtor’s operating accounts (the “Operating”).

Accounts”) on a daily basis from each of the Bank Accounts held at Truist, and once every two weeks from each of the other select Bank Accounts identified on Exhibit C.

13. Funds needed to pay employees, to pay vendors, and to meet other operational obligations are funded through each of the Operating Accounts. The Operating Accounts are each maintained at Truist. All of the Debtors’ Bank Accounts are insured by the Federal Deposit Insurance Corporation (the “FDIC”).

14. The Debtors incur customary monthly banking fees in the total approximate amount of \$1,000 per month in connection with the Bank Accounts. As of the Petition Date, the Debtors do not believe that there are any unpaid prepetition service fees.

**B. The Depository Accounts.**

15. The Debtors maintain over 200 Depository Accounts, each of which was selected because it has a branch located near one of the Restaurant locations. The Depository Accounts are identified on Exhibit C. These Depository Accounts are an important part of the Cash Management System, and if these accounts were closed, the Debtors’ collection of funds would be unnecessarily delayed and the administrative burdens on the Debtors would be increased with no offsetting benefit to the Debtors, their estates, or their creditors. No checks are written from the Depository Accounts. However, the Debtors have confirmed that each of the depository accounts is FDIC insured. Thus, the funds maintained in the depository accounts are not at risk up to the federally insured amount.

**C. The Operating Accounts.**

16. Each of the Debtors maintains a Positive Pay, Operating Account at Truist (three Operating Accounts total). The Operating Accounts are funded from the Depository Accounts, as explained above. The Operating Accounts are a critical part of the Cash Management System. If they were closed, the administrative burdens on the Debtors would similarly be increased with

no benefit to the Debtors, their estates or their creditors. Historically, the Debtors have made ACH, check, and wire transfer payments directly from the Operating Accounts to third parties in the ordinary course of their businesses. The Debtors have instructed Truist to remove all pre-authorizations for ACH transfers. As such, as of the Petition Date, there are no pre-authorized automatic wire transfers, except to fund payroll.

**D. The Utility Accounts.**

17. Each of the Debtors maintains a controlled disbursement account at Truist, for payment of utilities that are set for auto withdrawal (the “Utility Accounts”). The Utility Accounts are funded by transfers from the Operating Accounts. Any funds remaining in the Utility Accounts are swept daily back into their respective Operating Accounts in amounts necessary to cover the Debtors’ business expenditures.

**E. The Positive Pay System**

18. The Operating Accounts are “Positive Pay” accounts. This system is designed to reduce potential fraud and administrative costs associated with cash management by permitting the Debtors to control the payment of checks presented to their banks (the “Positive Pay System”). The Positive Pay System works through a sophisticated system of magnetic coding that is imprinted on each disbursement check issued against one of the Operating Accounts. Before Truist can honor any check presented against an account using the Positive Pay system, it must compare critical information magnetically encoded on that check (e.g., check number and amount) to a list of authorized checks that the Debtors electronically transmit to Truist whenever checks are written. Truist will only honor the check if all critical information is successfully verified. Furthermore, the Debtors can receive an electronic transmission from Truist at any time indicating what checks have been presented against the Operating Accounts.

19. These key features of a Positive Pay System, while designed as a protection against fraud, can also be used in connection with these Chapter 11 Cases to ensure that the Debtors' outstanding, prepetition checks will not be honored subsequent to the Petition Date. Concurrently with the commencement of the Debtors' case, the Debtors' controller was directed to remove from the Debtors' list of authorized checks all checks then outstanding, and to promptly transmit this updated list, which will reflect no outstanding, authorized checks, to Truist. After this is done, if a check that was outstanding on the Petition Date is presented to Truist for payment, the critical information magnetically encoded on that check will not match any check on the Debtors' list of outstanding, authorized checks, and Truist will be unable to honor that check. Thus, there is virtually no risk that, if the Operating Accounts remain open, prepetition checks could inadvertently be honored.

20. The Positive Pay System took significant time to implement, and any disruption thereto would cause substantial harm. It would take several weeks, at minimum, to reestablish the Positive Pay System if the Operating Accounts were to be closed and reopened. During that time, the Debtors would be required to disburse funds by either issuing wire transfer instructions—which are too costly to be used for most transactions—or to operate without the control features of the Positive Pay System, thereby exposing the Debtors to potential fraud. The resulting disruption to the Debtors' operations could have a devastating effect on their relationships with their vendors. The Debtors' reorganization efforts therefore require that the Positive Pay System continue essentially intact, and the Debtors are requesting authority to continue using the Operating Accounts and the Positive Pay System. In accordance with the pending Cash Collateral Motion, the Debtors intend to fund the Utility Accounts from the Operating Accounts.

**F. Corporate Debit Cards.**

21. The Debtors have implemented a system (the “Debit Card System”) whereby a pre-loaded corporate debit card (each, a “Debit Card” and, together, the “Debit Cards”) are provided to the Debtors’ Regional Vice Presidents, District Operators, Area Directors, Repair and Maintenance employees, IT Specialists, and certain Corporate Administrators (the “Debit Card Users”). The Debit Cards are loaded at pre-determined levels on a bi-monthly basis from three (3) funding accounts maintained at Meta Bank solely for the purpose of administering the Debit Card System (the “Debit Card Funding Accounts”). The Debit Card Funding Accounts are funded from the Debtors Operating Accounts once per week or on an as-needed basis and contain an aggregate of no more \$50,000 at any given time. The Debit Cards are used only for the Debit Card Users’ gas and restaurant level expenses.

**G. The Debtors’ Business Forms.**

22. The Debtors utilize certain correspondence and business forms, such as checks, and other business correspondence (the “Business Forms”), in the ordinary course of their business. Notably, the Business Forms include some preprinted checks. The Debtors also maintain books and records to document, among other things, their profits and expenses. The Debtors would incur additional expenses and delay if required to generate new forms, and therefore request authorization to continue using its Business Forms.

**RELIEF REQUESTED**

23. By this Motion, the Debtors seek entry of the Interim and Final Orders authorizing the Debtors to continue using the Bank Accounts, Debit Cards, and existing Cash Management System, and to continue using the Business Forms substantially in the form existing immediately before the Petition Date, without reference to their status as debtors-in-possession.

24. Additionally, the Debtors request that the Interim and Final Orders require the Banks to permit the Debtors' Chief Restructuring Officer, David Baker, and any Deputy Restructuring Officers appointed by Mr. Baker (the "DROs"), to sign on behalf of the Debtors with regard to all rights and obligations of the Debtors concerning the Bank Accounts and Debit Cards, including, but not limited to, for purposes of deposits, withdrawals, and charges, and to provide to Mr. Baker and the DROs the same level of access to the Bank Accounts and Debit Cards to which the Debtors are entitled by law or contract.

### **BASIS FOR RELIEF REQUESTED**

**I. Approval of Cash Management System and Continued Use of Existing Bank Accounts are in the Best Interests of the Debtors, their Creditors, and All Other Parties-in-Interest.**

25. The relief requested herein is authorized pursuant to section 363(c)(1) of the Bankruptcy Code which provides that a debtor-in-possession may "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). The purpose of section 363(c)(1) is to provide a debtor-in-possession with the flexibility to engage in the ordinary transactions required to operate its business without unneeded oversight by its creditors or the court. Med. Malpractice Ins. Ass'n v. Hirsch (In re Lavigne), 114 F.3d 379, 384 (2d Cir. 1997); Chaney v. Official Comm. of Unsecured Creditors of Crystal Apparel, Inc. (In re Crystal Apparel, Inc.), 207 B.R. 406, 409 (S.D.N.Y. 1997). Included within the purview of section 363(c) is a debtor's ability to continue the "routine transactions" necessitated by its cash management system. Amdura Nat'l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.), 75 F.3d 1447, 1453 (10th Cir. 1996); In re Columbia Gas Sys., Inc., 136 B.R. 930, 934 (Bankr. D. Del. 1992), aff'd in part and rev'd in part, 997 F.2d 1039 (3d Cir. 1993) (observing that use of an integrated cash management system "allows efficient utilization of cash resources and recognizes



the impracticalities of maintaining separate cash accounts for the many different purposes that require cash.”).

24. The Cash Management System constitutes an ordinary course and essential business practice of the Debtors. The Cash Management System provides significant benefits to the Debtors including, among other things, the ability to (i) control corporate funds, (ii) ensure the maximum availability of funds when and where necessary, and (iii) reduce costs and administrative expenses by facilitating the movement of funds and the development of more timely and accurate account information.

25. The Debtors do not anticipate a need for opening additional accounts, other than those that may be required as a result of this Court’s orders. The Debtors will ensure that any such new accounts shall be with a bank (a) insured by the FDIC and (b) organized under the laws of the United States or any State therein, or in the case of accounts that may carry a balance exceeding the insurance limitations set thereby, a financial institution that is sufficiently secure to justify a waiver of the requirements of Bankruptcy Code section 345(b).

26. The operation of the Debtors’ business requires that the Cash Management System continue during the pendency of the Chapter 11 cases. As a practical matter, it would be time-consuming, difficult, and expensive to establish and maintain a new cash management system. Requiring the Debtors to adopt new cash management systems at this early and critical stage of their cases would be extraordinarily disruptive and harmful to their operations. Any such disruption would have a severe and adverse impact upon the Debtors’ Chapter 11 estates. In sum, maintaining the existing Cash Management System is in the best interest of all parties-in-interest.

27. Courts in this and other districts have, in similar Chapter 11 cases, granted such relief when critical to a debtor’s business operations and restructuring efforts. See, e.g., In re

Premier Cajun Kings, LLC, Case No. 23-00656 (DSC) (Bankr. N.D. Ala. Mar. 14, 2023) (Dkt. No. 57, 134); In re FM Coal, LLC, Case No. 20-02783 (Bankr. N.D. Ala. September 22, 2020) (Dkt. Nos. 44, 129); In re Mission Coal Co., LLC, Case No. 18-04177 (Bankr. N.D. Ala. Oct. 16, 2018) (Dkt. Nos. 70, 312); In re Walter Energy, Inc., Case No. 15-02741 (Bankr. N.D. Ala. July 15, 2015) (Dkt. No. 60); In re Piney Woods Resources, Inc., Case No. 19-01390-DSC (Bankr. N.D. Ala. April 2, 2019) (Dkt. Nos. 41, 141).

28. Accordingly, the Debtors seek authority under section 363(c)(1) to continue the collection, concentration, and disbursement of cash pursuant to their Cash Management System, which relief necessarily entails maintenance of the Bank Accounts.

29. Even if continuation of the Cash Management System is outside of the ordinary course, the Court may grant the relief requested herein pursuant to sections 105(a) of the Bankruptcy Code, which provides, in relevant part, that, “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. §105(a).

**A. Honoring Certain Pre-Petition Obligations Related to the Cash Management System Should Be Approved.**

30. The Debtors incur periodic service charges and other fees owed to the Banks for maintenance of the Debtors’ Cash Management System, as well as other service charges and fees from their payment processors (the “Service Charges”) in connection with the maintenance of the Cash Management System. The Debtors are not aware of any current outstanding pre-petition Service Charges. However, to the extent applicable, payment of any pre-petition Service Charges is in the best interests of the Debtors and all parties-in-interest in these Chapter 11 cases, as it will prevent unnecessary disruptions to the Cash Management System and ensure that the Debtors’ receipt of funds for authorized post-petition operating expenses is not delayed. Further, because the Banks and payment processors likely have setoff rights for the Service Charges,

payment of pre-petition Service Charges should not alter the rights of unsecured creditors in these Chapter 11 cases.

**B. Maintenance of the Debtors' Existing Bank Accounts, Debit Cards, and Business Forms is Warranted.**

31. The Debtors seek an order authorizing and directing the Banks to continue to treat, service, and administer the Bank Accounts as accounts of the Debtors as debtors-in-possession without interruption and in the usual and ordinary course, and to receive, process, honor, and pay all checks, drafts, wires, or ACH Payments drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be; *provided* that any payments issued or made prior to the Petition Date will not be honored absent direction of the Debtors and an order of the Court.

32. The Debtors believe that their Chapter 11 cases will be more orderly if they are permitted to maintain all Bank Accounts with the same account numbers during these Chapter 11 cases. By preserving business continuity and avoiding any disruption and/or delay to the Debtors' disbursement obligations, all parties-in-interest, including employees, vendors, and customers, will be best served by the relief requested. In addition, to the extent necessary, the Debtors request authorization to open new bank accounts at their existing Banks or other authorized depositories designated by the Bankruptcy Administrator for the Northern District of Alabama.

33. To minimize expenses, the Debtors further request that they be authorized to continue to use their Business Forms, substantially in the forms existing immediately before the Petition Date, without reference to their status as debtors-in-possession. The Debtors request authority to utilize their existing checks and electronically generated forms, rather than obtain new checks and implement new electronic forms reflecting their status as debtors-in-possession. To the extent the Debtors use all their existing stock of checks, any new checks ordered will

reflect their status as debtors-in-possession.

34. In other large Chapter 11 cases, courts in this and other districts have allowed debtors to use business forms that were printed prepetition without the “debtor-in-possession” label. See, e.g., In re Premier Cajun Kings, LLC, Case No. 23-00656 (DSC) (Bankr. N.D. Ala. Mar. 14, 2023) (Dkt. No. 57, 134); In re FM Coal, LLC, Case No. 20-02783 (Bankr. N.D. Ala. September 22, 2020) (Dkt. Nos. 44, 129); In re Mission Coal Co., LLC, Case No. 18-04177-TOM11 (Bankr. N.D. Ala. Oct. 16, 2018) (Dkt. Nos. 70, 312); In re Walter Energy, Inc., Case No. 15-02741-TOM11 (Bankr. N.D. Ala. July 15, 2015) (Dkt. No. 60); In re Piney Woods Resources, Inc., Case No. 19-01390-DSC (Bankr. N.D. Ala. April 2, 2019) (Dkt. Nos. 41, 141).

35. By virtue of the nature and scope of the Debtors’ business operations and the number of suppliers, vendors, and customers with which the Debtors transact, it is important that the Debtors be permitted to continue to use their existing Business Forms without alteration or change, except as requested herein

## **II. Compliance with Section 345 of the Bankruptcy Code.**

36. Section 345(a) of the Bankruptcy Code authorizes deposits or investments of money of a bankruptcy estate, such as cash, in a manner that will “yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” 11 U.S.C. § 345(a). For deposits or investments that are not “insured or guaranteed by the United States or by a department, agency or instrumentality of the United States or backed by the full faith and credit of the United States,” section 345(b) of the Bankruptcy Code provides that the estate must require from the entity with which the money is deposited or invested a bond in favor of the U.S. secured by the undertaking of an adequate corporate surety. 11 U.S.C. § 345(b).

37. The safety of the Banks utilized by the Debtors provides sufficient protection to the Debtors’ estates and creditors under section 345 of the Bankruptcy Code. Without question, the

Banks are established and secure financial institutions. On information and belief, the credit of the Debtors' depository institutions are at least as secure as any corporate surety that might issue the bond required by section 345 if that requirement is deemed not to be met or not waived. Additionally, the Bank Accounts are FDIC insured, and most of the Bank Accounts never hold a daily balance that exceeds the FDIC-insured amount. Thus, the Debtors believe that any funds that are deposited in the Bank Accounts are secure and comply with section 345 of the Bankruptcy Code. The Debtors, therefore, request that the Court permit them to maintain any deposits in their Bank Accounts in accordance with their existing practices, without the need for any further bonding obligation.

**BANKRUPTCY RULE 6003 IS SATISFIED**

38. Bankruptcy Rule 6003(b) provides that, to the extent relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may issue an order granting a “motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition” before twenty-one (21) days after filing of the petition. Fed. R. Bankr. P. 6003(b). The Cash Management System is critical to the Debtors' ongoing operations. Disruptions to the Cash Management System likely would cause delays in receipt of funds from customers, large-scale payment delays, and impede the Debtors' ability to efficiently track the flow of funds. Late payments could frustrate the Debtors' relationships with employees and cause other severe and irreparable disruptions to the Debtors' business and ability to maximize value for creditors in these Chapter 11 Cases. Additionally, changes to the Cash Management System could impair the Debtors' ability to obtain important financial information in a timely manner. Ultimately, these outcomes would diminish the value of the Debtors' estates, which would have a negative impact on all parties-in-interest. Accordingly, the Debtors have satisfied the requirements of Bankruptcy Rule 6003.

## **REQUEST FOR BANKRUPTCY RULE 6004 WAIVERS**

39. The Debtors seek a waiver of (i) the notice requirements under Bankruptcy Rule 6004(a), and (ii) the stay of the order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h), to the extent they are applicable, because the relief requested herein is necessary to avoid immediate and irreparable harm.

### **RESERVATION OF RIGHTS**

40. Nothing contained herein is intended or should be construed as an admission as to the validity of any claim against the Debtors, a waiver of the Debtors' rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under Section 365 of the Bankruptcy Code. To the contrary, the Debtors expressly reserve their rights to contest any such claim. Likewise, if this Court grants the relief sought herein, any payment made pursuant to this Court's Order is not intended and should not be construed as an admission as to the validity of any claims, a waiver of the Debtors' rights to dispute such claim subsequently, or an admission that the entity paid is entitled to such payment by law.

### **PAYMENTS SUBJECT TO BUDGET**

41. Notwithstanding anything to the contrary herein, any payments authorized to be made pursuant to this Motion shall be made only to the extent authorized under any cash collateral orders entered by this Court and cash collateral budgets approved by the Court in effect as of the time such payment is to be made.

### **NOTICE**

42. The Debtors will provide notice of this Motion to: (a) the Banks listed on Schedule C hereto or, where applicable, counsel to the Banks; (b) the Office of the Bankruptcy Administrator for the Northern District of Alabama; (c) the holders of the forty (40) largest unsecured claims against the Debtors on a consolidated basis; (d) counsel to BKCI; (e) counsel

to Wells Fargo Bank, National Association, as Administrative Agent for the Lender Group; (f) the United States Attorney's Office for the Northern District of Alabama; (g) the Internal Revenue Service; (h) the office of the Attorney General for the State of Alabama; (i) the Securities and Exchange Commission; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**WHEREFORE**, the Debtors respectfully request that the Court enter the Proposed Orders granting the relief requested herein, and such other and further relief as the Court deems just and proper.

Dated: October 25, 2023  
Birmingham, Alabama

/s/ Jesse S. Vogtle, Jr.

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*-and-*

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*Proposed Attorneys for the Debtors and Debtors-in-Possession*

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**EXHIBIT A**

**Proposed Interim Order**

**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)

Joint Administration Requested

**INTERIM ORDER APPROVING CASH MANAGEMENT SYSTEM AND  
AUTHORIZING THE DEBTORS TO CONTINUE USING EXISTING  
BANK ACCOUNTS AND BUSINESS FORMS**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the Debtors for entry of an order authorizing the Debtors to, among other things, continue using their existing cash management system, bank accounts, debit cards, and existing business forms; 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 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 an interim basis.

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<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.

2. The final hearing (the “Final Hearing”) on the Motion shall be held on \_\_\_\_\_, 2023, at \_\_:\_\_\_.m. (CST). Any objection or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., CST, on \_\_\_\_\_, 2023, and shall be served on: (a) the Office of the Bankruptcy Administrator for the Northern District of Alabama; (b) the holders of the forty (40) largest unsecured claims against the Debtors on a consolidated basis; (c) counsel to BKCI; (d) counsel to Wells Fargo Bank, National Association, as Administrative Agent for the Lender Group; (e) the United States Attorney’s Office for the Northern District of Alabama; (f) the Internal Revenue Service; (g) the office of the Attorney General for the State of Alabama; (h) the Securities and Exchange Commission; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. The Debtors are authorized, but not required, in their sole and absolute discretion and in the exercise of their business judgment, pursuant to sections 105(a) and 363 of the Bankruptcy Code to: (a) continue using their integrated Cash Management System and to collect, concentrate, and disburse cash in accordance with the Cash Management System; (b) honor their prepetition obligations related thereto; and (c) maintain existing Business Forms consistent with historical practice.

4. The Debtors are further authorized, but not directed, to implement changes to the Cash Management System in the ordinary course of business, including, without limitation, the opening of any new bank accounts and the closing of any existing Bank Accounts as they may deem necessary and appropriate in their sole discretion, so long as (a) the account is insured by the FDIC, (b) the financial institution is organized under the laws of the United States or any State therein, or in the case of accounts that may carry a balance exceeding the insurance limitations set thereby, the financial institution is sufficiently secure to justify a waiver of the

requirements of Bankruptcy Code section 345(b), and (c) the Debtors provide notice to the Bankruptcy Administrator for the Northern District of Alabama (the “Bankruptcy Administrator”) and counsel to Wells Fargo Bank, National Association, as Administrative Agent for the Lender Group, of the opening of such account. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof and in accordance with the requirements herein, which account shall be deemed a Bank Account. The Bankruptcy Administrator will have fourteen (14) days from receipt of such notice to file any objection with regard to the opening or closing of a bank account, or such later date as may be extended by the Court or agreed to between the Debtors and the Bankruptcy Administrator. Any new debtor-in-possession bank account must bear the designation “Debtor-in-Possession,” and be designated as “Debtor-in-Possession” accounts with the case number.

5. The Debtors are further authorized to: (i) continue to use, with the same account numbers, all of the Bank Accounts and Debit Cards in existence as of the Petition Date, including, without limitation, those accounts identified on Schedule 1, attached hereto; (ii) treat the Bank Accounts and Debit Cards for all purposes as accounts of the Debtors as debtors in possession; (iii) use, in their present form, all correspondence and Business Forms (including, but not limited to purchase orders and invoices), including post-petition checks, without reference to the Debtors’ status as debtors in possession; *provided* that in the event the Debtors generate new Business Forms during the pendency of the Chapter 11 cases, such Business Forms shall include a legend referring to the Debtors as a “Debtor-In-Possession.”

6. All existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition Cash Management System between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect.

7. The Banks are authorized to charge and the Debtors are authorized to pay and honor, both pre- and post-petition Service Charges to which they may be entitled under the terms of and in accordance with their contractual arrangements with the Debtors.

8. The Banks shall permit the Debtors' Chief Restructuring Officer, David Baker, and any Deputy Restructuring Officers appointed by Mr. Baker (the "DROs"), to sign on behalf of the Debtors with regard to all rights and obligations of the Debtors concerning the Bank Accounts and Debit Cards, including, but not limited to, for purposes of deposits, withdrawals, and charges, and to provide to Mr. Baker and the DROs the same level of access to the Bank Accounts and Debit Cards to which the Debtors are entitled by law or contract.

9. In the course of providing cash management services to the Debtors, the Banks are authorized, without further Order of this Court, to deduct from the appropriate Bank Accounts of the Debtors in the ordinary course of business for, as applicable: (i) customary Service Charges and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition; (ii) all checks drawn on the Debtors' accounts which are cashed at the Banks' counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (iii) all checks or other items deposited in one of Debtors' accounts with the Banks which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, regardless of whether such items were deposited prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iv) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to the Banks as service charges for the maintenance of the Cash Management System.

10. The Debtors shall at all times maintain sufficient balances in the Bank Accounts to secure their obligations to the Banks for cash management and related services to the Debtors, and the Banks are authorized, without further order of this Court, to deduct the applicable fees from the appropriate Bank Accounts.

11. The Debtors are authorized to deposit and invest their cash and cash equivalents in the Bank Accounts consistent with their prepetition practices with the Banks. With respect to the Bank Accounts, the Debtors are relieved from the obligations under Bankruptcy Code section 345(b) to obtain a bond from any entity with which money is deposited or maintained in the Bank Accounts, and the requirements of section 345(b) of the Bankruptcy Code are deemed satisfied.

12. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

13. The Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and the Banks shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

14. Should the Banks honor a prepetition check or other item drawn on any Bank Account that is the subject of this Order (a) at the direction of the Debtors to honor such prepetition check or item, (b) in a good faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake made despite implementation of customary item handling procedures, the Banks shall not be deemed to be, nor shall be liable to, the Debtors or their estates or otherwise in violation of this Order.

15. Nothing contained herewith shall prevent the Banks from terminating any cash management services upon not less than thirty (30) days prior written notice to the Debtors and counsel to Wells Fargo Bank, National Association, as Administrative Agent for the Lender Group, and upon terms reasonably satisfactory to the Bank.

16. Notwithstanding anything contained in the Motion or this Interim 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, a “Financing Order”), including compliance with any budget or cash flow forecast in connection therewith. To the extent there is any conflict between this Interim Order and a Financing Order, the terms of the Financing Order shall control.

17. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors’ or any appropriate party-in-interest’s rights to dispute any claim, or (iii) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code.

18. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

19. Nothing in this Order shall prejudice the Debtors’ right to seek recovery of any payments from any payee of a check as permitted under sections 547, 548, 549 or any other applicable provision of the Bankruptcy Code or applicable non-bankruptcy law.

20. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

21. The requirements of Bankruptcy Rule 6004(a) are waived.

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

23. The Court shall retain jurisdiction to hear and determine all matter arising from the implementation of this Order.

Dated: \_\_\_\_\_, 2023  
Birmingham, Alabama

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UNITED STATES BANKRUPTCY JUDGE



**SCHEDULE 1**

**Cash Management Banks and Accounts**

<b>Account Name (Last 4 digits)</b>	<b>Entity</b>	<b>Last 4 acct. #</b>	<b>Account Description</b>
Truist	Premier Kings of Georgia Inc.	8155	MAIN OPERATING ACCOUNT
Truist	Premier Kings of North Alabama LLC	3265	MAIN OPERATING ACCOUNT
Truist	Premier Kings, Inc.	7212	MAIN OPERATING ACCOUNT
Truist	Premier Kings, Inc.	6036	UTILITIES
Truist	Premier Kings of North Alabama LLC	6044	UTILITIES
Truist	Premier Kings of Georgia Inc.	6052	UTILITIES
First Farmers & Merchants Bank	Premier Kings of North Alabama LLC	2153	STORE DEPOSITORY ACCOUNT
Noble Bank & Trust	Premier Kings of North Alabama LLC	7094	STORE DEPOSITORY ACCOUNT
Regions Bank	Premier Kings of North Alabama LLC	2048	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	1904	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	1912	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2080	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2674	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2682	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2852	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2992	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	3018	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	3727	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	3824	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	3832	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	5844	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	5852	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	5900	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	5919	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6206	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6214	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6222	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6230	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6249	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6257	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6265	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6273	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6281	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6303	STORE DEPOSITORY ACCOUNT

Truist	Premier Kings, Inc.	6311	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6338	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6346	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6524	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7174	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7182	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7190	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7204	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7239	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7247	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7255	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7263	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7271	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7298	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7301	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7328	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7433	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7441	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7459	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7467	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7468	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7475	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7476	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7483	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7484	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7491	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7531	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7548	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7556	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7558	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7564	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7572	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7580	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7599	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7779	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7957	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7964	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	9370	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	9397	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1580	STORE DEPOSITORY ACCOUNT

Truist	Premier Kings of Georgia Inc.	1599	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1602	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1610	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1785	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1793	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1807	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	2704	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	2720	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3361	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3484	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3492	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3506	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3514	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3522	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3603	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3611	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3638	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3646	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3654	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3670	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3689	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3700	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3867	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5100	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5119	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5127	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5135	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5143	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5151	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5178	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5186	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5194	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5313	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5364	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7310	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7329	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7336	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7337	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7344	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7345	STORE DEPOSITORY ACCOUNT

Truist	Premier Kings of Georgia Inc.	7352	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7353	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7360	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7361	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7379	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7387	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7388	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7395	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7396	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7409	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7417	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7418	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7426	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7434	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7442	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7450	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7469	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7477	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7485	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7492	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7515	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7522	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7523	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7530	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7639	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7646	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7647	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7654	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7655	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7661	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7663	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7750	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7769	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7778	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7786	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7956	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7965	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8023	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8031	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8066	STORE DEPOSITORY ACCOUNT

Truist	Premier Kings of Georgia Inc.	8082	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8090	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8104	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8112	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8120	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8139	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8147	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8961	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	9362	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	9389	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3662	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2110	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2129	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2137	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2307	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2315	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2323	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2331	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2358	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2366	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2496	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2518	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2526	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2534	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2607	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3131	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3182	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3435	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3443	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3451	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3494	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3508	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3516	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3524	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3532	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3575	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3583	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3591	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3605	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3613	STORE DEPOSITORY ACCOUNT

Truist	Premier Kings of North Alabama LLC	3621	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3648	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3656	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3664	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3672	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3816	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	5927	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	6486	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7203	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7278	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7286	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7566	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7760	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7948	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7973	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	8945	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	9354	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	9400	STORE DEPOSITORY ACCOUNT
Wells Fargo	Premier Kings of North Alabama LLC	3500	LOAN MAINTENANCE ACCOUNT

**EXHIBIT B**

**Proposed Final Order**



**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)

Joint Administration Requested

**FINAL ORDER APPROVING CASH MANAGEMENT SYSTEM AND  
AUTHORIZING THE DEBTORS TO CONTINUE USING EXISTING  
BANK ACCOUNTS AND BUSINESS FORMS**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the Debtors for entry of an order authorizing the Debtors to, among other things, continue using their existing cash management system, bank accounts, debit cards, and existing business forms; 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 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 a final basis.

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<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.



2. The Debtors are authorized, but not required, in their sole and absolute discretion and in the exercise of their business judgment, pursuant to sections 105(a) and 363 of the Bankruptcy Code to: (a) continue using their integrated Cash Management System and to collect, concentrate, and disburse cash in accordance with the Cash Management System; (b) honor their prepetition obligations related thereto; and (c) maintain existing Business Forms consistent with historical practice.

3. The Debtors are further authorized, but not directed, to implement changes to the Cash Management System in the ordinary course of business, including, without limitation, the opening of any new bank accounts and the closing of any existing Bank Accounts as they may deem necessary and appropriate in their sole discretion, so long as (a) the account is insured by the FDIC, (b) the financial institution is organized under the laws of the United States or any State therein, or in the case of accounts that may carry a balance exceeding the insurance limitations set thereby, the financial institution is sufficiently secure to justify a waiver of the requirements of Bankruptcy Code section 345(b), and (c) the Debtors provide notice to the Bankruptcy Administrator for the Northern District of Alabama (the “Bankruptcy Administrator”) and counsel to Wells Fargo Bank, National Association, as Administrative Agent for the Lender Group, of the opening of such account. The relief granted in this Order is extended to any new bank account opened by the Debtors after the date hereof and in accordance with the requirements herein, which account shall be deemed a Bank Account. The Bankruptcy Administrator will have fourteen (14) days from receipt of such notice to file any objection with regard to the opening or closing of a bank account, or such later date as may be extended by the Court or agreed to between the Debtors and the Bankruptcy Administrator. Any new debtor-in-possession bank account must bear the designation “Debtor-in-Possession,” and be designated as “Debtor-in-Possession” accounts with the case number.

4. The Debtors are further authorized to: (i) continue to use, with the same account numbers, all of the Bank Accounts and Debit Cards in existence as of the Petition Date, including, without limitation, those accounts identified on **Schedule 1**, attached hereto; (ii) treat the Bank Accounts and Debit Cards for all purposes as accounts of the Debtors as debtors in possession; (iii) use, in their present form, all correspondence and Business Forms (including, but not limited to purchase orders and invoices), including post-petition checks, without reference to the Debtors' status as debtors in possession; *provided* that in the event the Debtors generate new Business Forms during the pendency of the Chapter 11 cases, such Business Forms shall include a legend referring to the Debtors as a "Debtor-In-Possession."

5. All existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition Cash Management System between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect.

6. The Banks are authorized to charge and the Debtors are authorized to pay and honor, both pre- and post-petition Service Charges to which they may be entitled under the terms of and in accordance with their contractual arrangements with the Debtors.

7. The Banks shall permit the Debtors' Chief Restructuring Officer, David Baker, and any Deputy Restructuring Officers appointed by Mr. Baker (the "DROs"), to sign on behalf of the Debtors with regard to all rights and obligations of the Debtors concerning the Bank Accounts and Debit Cards, including, but not limited to, for purposes of deposits, withdrawals, and charges, and to provide to Mr. Baker and the DROs the same level of access to the Bank Accounts and Debit Cards to which the Debtors are entitled by law or contract.

8. In the course of providing cash management services to the Debtors, the Banks are authorized, without further Order of this Court, to deduct from the appropriate Bank

Accounts of the Debtors in the ordinary course of business for, as applicable: (i) customary Service Charges and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition; (ii) all checks drawn on the Debtors' accounts which are cashed at the Banks' counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (iii) all checks or other items deposited in one of Debtors' accounts with the Banks which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, regardless of whether such items were deposited prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iv) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to the Banks as service charges for the maintenance of the Cash Management System.

9. The Debtors shall at all times maintain sufficient balances in the Bank Accounts to secure their obligations to the Banks for cash management and related services to the Debtors, and the Banks are authorized, without further order of this Court, to deduct the applicable fees from the appropriate Bank Accounts.

10. The Debtors are authorized to deposit and invest their cash and cash equivalents in the Bank Accounts consistent with their prepetition practices with the Banks. With respect to the Bank Accounts, the Debtors are relieved from the obligations under Bankruptcy Code section 345(b) to obtain a bond from any entity with which money is deposited or maintained in the Bank Accounts, and the requirements of section 345(b) of the Bankruptcy Code are deemed satisfied.

11. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

12. The Banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and the Banks shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

13. Should the Banks honor a prepetition check or other item drawn on any Bank Account that is the subject of this Order (a) at the direction of the Debtors to honor such prepetition check or item, (b) in a good faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake made despite implementation of customary item handling procedures, the Banks shall not be deemed to be, nor shall be liable to, the Debtors or their estates or otherwise in violation of this Order.

14. Nothing contained herewith shall prevent the Banks from terminating any cash management services upon not less than thirty (30) days prior written notice to the Debtors and counsel to Wells Fargo Bank, National Association, as Administrative Agent for the Lender Group, and upon terms reasonably satisfactory to the Bank.

15. Notwithstanding anything contained in the Motion or this Final 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, a “Financing Order”), including compliance with any budget or cash flow forecast in connection therewith. To the extent there is any conflict between this Final Order and a Financing Order, the terms of the Financing Order shall control.

16. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be construed as (i) an admission as

to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any appropriate party-in-interest's rights to dispute any claim, or (iii) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code.

17. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

18. Nothing in this Order shall prejudice the Debtors' right to seek recovery of any payments from any payee of a check as permitted under sections 547, 548, 549 or any other applicable provision of the Bankruptcy Code or applicable non-bankruptcy law.

19. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

20. The requirements of Bankruptcy Rule 6004(a) are waived.

21. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

22. The Court shall retain jurisdiction to hear and determine all matter arising from the implementation of this Order.

Dated: \_\_\_\_\_, 2023  
Birmingham, Alabama

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UNITED STATES BANKRUPTCY JUDGE

## SCHEDULE 1

### Cash Management Banks and Accounts

Account Name (Last 4 digits)	Entity	Last 4 acct. #	Account Description
Truist	Premier Kings of Georgia Inc.	8155	MAIN OPERATING ACCOUNT
Truist	Premier Kings of North Alabama LLC	3265	MAIN OPERATING ACCOUNT
Truist	Premier Kings, Inc.	7212	MAIN OPERATING ACCOUNT
Truist	Premier Kings, Inc.	6036	UTILITIES
Truist	Premier Kings of North Alabama LLC	6044	UTILITIES
Truist	Premier Kings of Georgia Inc.	6052	UTILITIES
First Farmers & Merchants Bank	Premier Kings of North Alabama LLC	2153	STORE DEPOSITORY ACCOUNT
Noble Bank & Trust	Premier Kings of North Alabama LLC	7094	STORE DEPOSITORY ACCOUNT
Regions Bank	Premier Kings of North Alabama LLC	2048	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	1904	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	1912	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2080	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2674	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2682	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2852	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2992	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	3018	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	3727	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	3824	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	3832	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	5844	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	5852	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	5900	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	5919	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6206	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6214	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6222	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6230	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6249	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6257	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6265	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6273	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6281	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6303	STORE DEPOSITORY ACCOUNT

Truist	Premier Kings, Inc.	6311	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6338	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6346	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6524	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7174	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7182	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7190	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7204	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7239	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7247	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7255	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7263	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7271	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7298	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7301	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7328	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7433	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7441	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7459	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7467	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7468	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7475	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7476	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7483	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7484	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7491	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7531	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7548	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7556	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7558	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7564	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7572	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7580	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7599	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7779	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7957	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7964	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	9370	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	9397	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1580	STORE DEPOSITORY ACCOUNT

Truist	Premier Kings of Georgia Inc.	1599	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1602	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1610	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1785	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1793	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1807	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	2704	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	2720	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3361	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3484	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3492	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3506	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3514	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3522	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3603	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3611	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3638	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3646	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3654	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3670	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3689	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3700	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3867	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5100	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5119	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5127	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5135	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5143	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5151	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5178	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5186	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5194	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5313	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5364	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7310	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7329	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7336	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7337	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7344	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7345	STORE DEPOSITORY ACCOUNT



Truist	Premier Kings of Georgia Inc.	7352	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7353	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7360	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7361	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7379	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7387	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7388	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7395	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7396	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7409	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7417	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7418	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7426	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7434	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7442	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7450	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7469	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7477	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7485	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7492	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7515	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7522	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7523	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7530	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7639	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7646	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7647	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7654	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7655	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7661	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7663	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7750	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7769	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7778	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7786	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7956	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7965	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8023	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8031	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8066	STORE DEPOSITORY ACCOUNT

Truist	Premier Kings of Georgia Inc.	8082	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8090	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8104	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8112	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8120	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8139	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8147	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8961	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	9362	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	9389	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3662	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2110	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2129	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2137	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2307	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2315	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2323	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2331	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2358	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2366	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2496	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2518	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2526	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2534	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2607	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3131	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3182	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3435	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3443	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3451	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3494	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3508	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3516	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3524	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3532	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3575	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3583	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3591	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3605	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3613	STORE DEPOSITORY ACCOUNT

Truist	Premier Kings of North Alabama LLC	3621	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3648	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3656	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3664	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3672	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3816	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	5927	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	6486	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7203	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7278	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7286	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7566	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7760	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7948	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7973	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	8945	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	9354	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	9400	STORE DEPOSITORY ACCOUNT
Wells Fargo	Premier Kings of North Alabama LLC	3500	INACTIVE LOAN MAINTENANCE ACCOUNT

## EXHIBIT C

### Cash Management Banks and Accounts

Account Name (Last 4 digits)	Entity	Last 4 acct. #	Account Description
Truist	Premier Kings of Georgia Inc.	8155	MAIN OPERATING ACCOUNT
Truist	Premier Kings of North Alabama LLC	3265	MAIN OPERATING ACCOUNT
Truist	Premier Kings, Inc.	7212	MAIN OPERATING ACCOUNT
Truist	Premier Kings, Inc.	6036	UTILITIES
Truist	Premier Kings of North Alabama LLC	6044	UTILITIES
Truist	Premier Kings of Georgia Inc.	6052	UTILITIES
First Farmers & Merchants Bank	Premier Kings of North Alabama LLC	2153	STORE DEPOSITORY ACCOUNT
Noble Bank & Trust	Premier Kings of North Alabama LLC	7094	STORE DEPOSITORY ACCOUNT
Regions Bank	Premier Kings of North Alabama LLC	2048	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	1904	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	1912	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2080	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2674	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2682	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2852	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	2992	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	3018	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	3727	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	3824	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	3832	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	5844	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	5852	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	5900	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	5919	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6206	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6214	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6222	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6230	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6249	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6257	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6265	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6273	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6281	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6303	STORE DEPOSITORY ACCOUNT

Truist	Premier Kings, Inc.	6311	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6338	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6346	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	6524	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7174	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7182	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7190	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7204	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7239	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7247	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7255	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7263	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7271	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7298	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7301	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7328	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7433	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7441	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7459	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7467	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7468	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7475	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7476	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7483	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7484	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7491	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7531	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7548	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7556	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7558	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7564	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7572	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7580	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7599	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7779	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7957	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	7964	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	9370	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings, Inc.	9397	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1580	STORE DEPOSITORY ACCOUNT

Truist	Premier Kings of Georgia Inc.	1599	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1602	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1610	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1785	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1793	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	1807	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	2704	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	2720	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3361	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3484	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3492	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3506	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3514	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3522	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3603	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3611	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3638	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3646	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3654	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3670	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3689	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3700	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3867	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5100	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5119	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5127	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5135	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5143	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5151	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5178	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5186	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5194	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5313	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	5364	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7310	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7329	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7336	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7337	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7344	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7345	STORE DEPOSITORY ACCOUNT



Truist	Premier Kings of Georgia Inc.	7352	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7353	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7360	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7361	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7379	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7387	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7388	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7395	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7396	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7409	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7417	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7418	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7426	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7434	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7442	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7450	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7469	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7477	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7485	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7492	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7515	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7522	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7523	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7530	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7639	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7646	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7647	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7654	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7655	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7661	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7663	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7750	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7769	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7778	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7786	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7956	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	7965	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8023	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8031	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8066	STORE DEPOSITORY ACCOUNT

Truist	Premier Kings of Georgia Inc.	8082	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8090	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8104	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8112	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8120	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8139	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8147	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	8961	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	9362	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	9389	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of Georgia Inc.	3662	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2110	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2129	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2137	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2307	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2315	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2323	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2331	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2358	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2366	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2496	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2518	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2526	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2534	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	2607	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3131	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3182	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3435	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3443	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3451	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3494	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3508	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3516	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3524	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3532	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3575	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3583	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3591	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3605	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3613	STORE DEPOSITORY ACCOUNT



Truist	Premier Kings of North Alabama LLC	3621	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3648	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3656	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3664	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3672	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	3816	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	5927	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	6486	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7203	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7278	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7286	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7566	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7760	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7948	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	7973	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	8945	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	9354	STORE DEPOSITORY ACCOUNT
Truist	Premier Kings of North Alabama LLC	9400	STORE DEPOSITORY ACCOUNT
Wells Fargo	Premier Kings of North Alabama LLC	3500	LOAN MAINTENANCE ACCOUNT

**EXHIBIT D**

**Cash Management System Diagram**

