

Fill in this information to identify the case:

Debtor 1 <u>Premier Kings, Inc.</u>
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court NORTHERN DISTRICT OF ALABAMA
Case number: 23-02871

FILED
 U.S. Bankruptcy Court
 NORTHERN DISTRICT OF ALABAMA
 11/29/2023
 Joseph E. Bulgarella, Clerk

**Official Form 410
 Proof of Claim**

04/22

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Alex Salgueiro</u>	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Alex Salgueiro</u>	_____
	Name	Name
	<u>10 Mall Court Suite A Savannah GA 31411</u>	
	Contact phone <u>912-353-9090</u>	Contact phone _____
	Contact email <u>alexsalgueiro@aol.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 250683.33
Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as healthcare information.
Promissory Note

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No	
	<input type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____
* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

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

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

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

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 11/29/2023
MM / DD / YYYY

/s/ /s/ Taylor L. Dove

Signature

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

Name /s/ Taylor L. Dove

First name Middle name Last name

Title Attorney for Creditor

Company Hunter, Maclean, Exley & Dunn, P.C.

Identify the corporate servicer as the company if the authorized agent is a servicer

Address P.O. Box 9848

Number Street

Savannah, GA 31412

City State ZIP Code

Contact phone 912-236-0261 Email tdove@huntermaclean.com

ADDENDUM TO PROOF OF CLAIM

Principal	\$ 200,000.00
5.5% Interest (7/1/2021 to 10/25/2023)	\$ 25,850.00
10% Default Interest (8/4/2022 to 10/25/2023)	\$ 24,833.33
TOTAL	\$ 250,683.33

PROMISSORY NOTE

\$400,000.00

June 18, 2019

FOR VALUE RECEIVED, Premier Kings of Georgia, Inc., hereinafter called the "Maker", hereby promises to pay to the order of **Alex Salgueiro**, hereinafter called the "Payee", at the address set forth in paragraph 7 below, the principal sum of Four Hundred Thousand and No/100 Dollars (\$400,000.00), together with interest thereon at an annual rate of five and one-half percent (5.5%).

The Maker shall repay this Note in four (4) equal annual installments of principal and interest commencing on July 1, 2020 and continuing annually thereafter until July 1, 2023 at which time all principal and interest shall be paid in full.

This Note is subject to the following additional provisions:

1. Purpose of Note. This Note is issued to evidence a loan made by Payee to Maker to pay a portion of the Maker's purchase price for certain assets owned by Savannah Restaurants Corp. pursuant to the terms of an Asset Purchase Agreement between Maker, Manraj Sidhu and Payee dated as of June 18, 2019 (the "Purchase Agreement").

2. Prepayment. The Maker shall have the absolute right to prepay this Note in whole or in part at any time and from time to time, without prepayment penalty or premium.

3. Events of Default. This Note shall become immediately due and payable, at the option of the Payee and without notice or demand, upon the occurrence of any of the following events (each, an "Event of Default"):

(a) Failure to pay when due any amount payable under this Note within five (5) business days of the date due;

(b) Failure to observe or perform any of the provisions of this Note, provided that such failure has not been cured within five (5) business days after receipt by the Maker of written notice thereof from the Payee;

(c) Default by the Maker in the performance of any of its obligations under any Lease Agreement between Maker and Crown Premier Properties, LLC relating to any of the leases assumed by Maker pursuant to the Asset Purchase Agreement, provided that such default has not been cured within thirty (30) days after receipt by the Maker of written notice thereof from the Payee;

(d) Commencement by or against the Maker or the guarantor of this Note ("Guarantor") of any proceeding, suit, or action for reorganization,

dissolution, or liquidation which, if involuntarily filed against the Maker or Guarantor, is not set aside within sixty (60) days from the filing thereof;

(e) Filing by or against the Maker or the Guarantor of a petition under the United States Bankruptcy Code or any other insolvency act which, if involuntarily filed against the Maker or the Guarantor, is not set aside within sixty (60) days from the filing thereof;

(f) Application for, or appointment of, a receiver of the Maker or the Guarantor or its property, assignment by the Maker or the Guarantor for the benefit of the Maker's or the Guarantor's creditors, or issuance of a warrant of attachment against the property of the Maker or the Guarantor;

(g) The death of Guarantor unless a replacement guarantor with the same or greater net worth is able to replace existing Guarantor within ninety (90) days of Guarantor's death;

(h) An event of default occurs under the Personal Guaranty by Guarantor;

(i) A change of control occurs with respect to Maker. For purposes of this Note, a change of control shall mean the sale of a majority of the shares of capital stock of Maker, a sale of all or substantially all of the assets of Maker or the contractual right of any person or entity other than Guarantor to control the operations of Maker.

Upon the occurrence of an Event of Default, the Payee may at any time declare the entire unpaid principal balance hereof and all accrued interest thereon to be immediately due and payable. The Payee may, at the Payee's option, proceed to collect all sums due hereunder from the Maker and/or the Guarantor without having to elect between them.

4. Default Interest. Upon and after the occurrence of an Event of Default, all of the obligations owing under this Note shall continue to bear interest, calculated daily on the basis of a 360-day year for the actual days elapsed at the per annum rate set forth above, plus, at the election of the Payee evidenced by its written notice to the Maker, additional post-default interest of ten percent (10%) per annum until either such Event of Default is cured to the Payee's satisfaction or otherwise waived in writing by the Payee or the obligations owing under this Note are paid in full.

5. Waivers. The Maker, for the Maker and the Maker's heirs, personal representatives, successors and assigns, expressly waives presentment, demand, notice of dishonor, notice of nonpayment, notice of maturity, notice of protest, presentment for the purposes of accelerating maturity, and diligence in collection, and consents that the Payee, without notice, may modify the terms of payment of any part or the whole of the

indebtedness evidenced hereby and such consent shall not alter or diminish the liability of the Maker under this Note.

6. Notices. All notices which are required or may be given under this Note shall be in writing and shall be deemed to have been received when delivered personally or three (3) days after mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth in the Purchase Agreement.

Either party may designate a new address for purposes of notice hereunder by giving written notice thereof to the other party in accordance with this paragraph.

7. Collection Expenses. In the event that this Note shall at any time after maturity or after the occurrence of an Event of Default be placed with an attorney for collection, the Maker agrees to pay, in addition to the entire unpaid principal balance of this Note and all accrued interest thereon, all costs of collection, including reasonable attorneys' fees.

8. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND PAYEE HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVE ANY AND ALL RIGHTS THAT EACH PARTY TO THIS NOTE MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR THE STATE OF GEORGIA TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THIS NOTE. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, CLAIMS AND/OR COUNTERCLAIMS IN ANY SUCH ACTION OR PROCEEDING. MAKER UNDERSTANDS THAT THIS WAIVER IS A WAIVER OF A CONSTITUTIONAL SAFEGUARD, AND EACH PARTY INDIVIDUALLY BELIEVES THAT THERE ARE SUFFICIENT ALTERNATE PROCEDURAL AND SUBSTANTIVE SAFEGUARDS, INCLUDING, A TRIAL BY AN IMPARTIAL JUDGE, THAT ADEQUATELY OFFSET THE WAIVER CONTAINED HEREIN.

9. Miscellaneous. This Note may not be changed, altered, modified or terminated orally, but only by an agreement or discharge in writing and signed by the Maker and by the Payee. This Note shall be governed as to validity, construction, enforcement and in all other respects by the laws of the State of Georgia. The terms of this Note shall be binding upon the heirs, personal representatives, successors and assigns of the Maker and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the Payee.

IN WITNESS WHEREOF, the Maker has duly executed this Note under seal as of the date first above written.

Premier Kings of Georgia Inc.

By:  _____

Title: President / CEO