

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

In re: ) Case No.: 18-05837-hb  
Café Holdings Corp. *et al.* ) Chapter 11  
Debtors )  
\_\_\_\_\_ )

OBJECTION TO NOTICE OF CURE AMOUNTS AND PROPOSED ASSUMPTION AND  
ASSIGNMENT OF EXECUTORY CONTRACTS AND LEASES

Vandelay, LLC hereby files its Objection to the Debtor’s Notice of Cure Amounts and Proposed Assumption and Assignment of Executory Contracts and Leases (“Notice”).

1. On November 15, 2018, Debtor in possession (“Debtor”) filed this bankruptcy case.
2. On December 12, 2018, Vandelay, LLC filed its proof of claim representing the prepetition arrearage as of the filing date was in the amount of \$110,265.63.
3. On January 15, 2019, Debtor in possession (“Debtor”) filed its Notice of Cure Amounts and Proposed Assumption and Assignment of Executory Contracts and Leases, indicating its intent to assume the lease with Vanderlay, LLC and requiring objections to the cure amount to be filed by 4:00 p.m. EST on February 1, 2019.
4. In that Notice, Debtor misrepresented the cure amount was \$70,116.55.
5. Vandelay, LLC does not object to the assumption and cure but states the cure amount stated in the Notice is incorrect and insufficient.
6. 11 U.S.C. §365(b)(1) governs the assumption of leases and provides:

If there has a been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default...

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

Debtor acknowledges it is in pre-petition default of the lease. Vandelay has no objection to the Debtor's assumption, however the minimum amount required to be cured in connection with the assumption and assignment of the lease with Vandelay is \$110,265.63, not \$70,116.55.

WHEREFORE, Vandelay prays the relief sought be denied, and for such further relief as is equitable.

MOORE TAYLOR LAW FIRM, P.A.

By: /s/ Jane H. Downey  
Jane H. Downey, ID 5242  
Post Office Box 5709  
1700 Sunset Boulevard  
West Columbia, SC 29171  
(803) 454-1983  
[jane@mttlaw.com](mailto:jane@mttlaw.com)  
Attorney for Vandelay, LLC

January 25, 2019

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

In re:	)	Case No.: 18-05837-hb
	)	Chapter 11
	)	
Café Holdings Corp. <i>et al.</i>	)	CERTIFICATE OF SERVICE
	)	
Debtors.	)	
	)	

---

On January 25, 2019, I did cause a copy of the following documents described below to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as is fully set forth herein.

I caused these documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice.com, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Fed.R.Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if fully set forth herein.

Pleadings:       OBJECTION    TO NOTICE OF CURE AMOUNTS AND PROPOSED  
                          ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND LEASES

Parties Served: See attached

Office of the United States Trustee (by ECF only)  
1835 Assembly Street, Ste. 953  
Columbia, SC 29201

MOORE TAYLOR LAW FIRM, P.A.

By:           /s/ Jane H. Downey  
Jane H. Downey, ID 5242  
Post Office Box 5709  
1700 Sunset Boulevard  
West Columbia, SC 29171  
(803) 454-1983  
[jane@mttlaw.com](mailto:jane@mttlaw.com)

Attorney for Vandelay, LLC

January 25, 2019

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

IN RE: Cafe Holdings Corp, et al

CASE NO: 18-05837-hb

**CERTIFICATE OF SERVICE  
DECLARATION OF MAILING**

Chapter: 11

On 1/25/2019, a copy of the following documents, described below,

Objection to Notice of Cure Amounts and Proposed Assumption and Assignment of Executory Contracts and Leases

were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document (s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DATED: 1/25/2019



---

Jay S. Jump  
BK Attorney Services, LLC  
d/b/a certificateofservice.com, for  
Jane H. Downey  
Moore Taylor Law Firm, P.A.  
PO Box 5709  
West Columbia, SC 29171

FIRST CLASS

MICHAEL H. WEAVER, BURR & FORMAN, LLP  
1221 MAIN STREET, 18TH FLOOR  
PO BOX 11390  
COLUMBIA SC 29211

FIRST CLASS

IAN T. PECK & J. FRASHER MURPHY  
HAYNES & BOONE, LLP  
2323 VICTORY AVE., STE. 700  
DALLAS TX 75219

FIRST CLASS

BRADFORD SANDLER  
PACHULSKI STANG ZIEHL & JONES, LLP  
919 NORTH MARKET STREET, 17TH FLOOR  
WILMINGTON DE 19801

FIRST CLASS

BRENT MCILWAIN  
HOLLAND & KNIGHT, LLP  
200 CRESCENT COURT, STE. 1600  
DALLAS TX 75201