

In re:

ROYAL INTERCO, LLC, et al.,

Debtors.

Chapter 11

Case No. 25-10674 (TMH)

(Jointly Administered)

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US BANKRUPTCY COURT
DISTRICT OF DELAWARE

OBJECTION TO REMOVAL FROM THE DEBTORS' LIST OF EXECUTORY CONTRACTS AND
REQUEST FOR CURE PAYMENT

To the Honorable Judge of the United States Bankruptcy Court:

Christopher Divis (Controller) /Freeport Logistics, Inc/ Freeport Transportation, Inc.
("Objector"), by and through this submission, hereby submits this objection to the Debtors'
proposed assumption and/or exclusion of executory contracts in the above-captioned
Chapter 11 case. In support of this objection, Objector respectfully states the following:

1. Background

On or about 2009, Objector entered into an executory contract with Royal Paper, LLC (a
debtor in these jointly administered cases), Transportation: for Crossdocking, railcars full
of recyclables into 53 ft trailers for delivery to Royal Paper in Casa Grande, Arizona.
Logistics: short term storage for products left in the warehouse over a week.

The Debtors' schedules and/or notices initially indicated that this contract would be
assumed and cured under the proposed sale to Sofidel or otherwise recognized as a valid
prepetition obligation.

However, Objector has now requested that we be removed from the Debtors' revised list of
assumed executory contracts, and no cure amount will be proposed or paid for the
outstanding prepetition amounts due under this agreement.

2. Objection

Objector objects to the Debtors' removal of Pricing agreement from the list of executory contracts to be assumed and paid under the confirmed plan or Section 363 sale process.

Freeport Logistics, Inc and Freeport Transportation, Inc are small privately owned family businesses that can not afford to write of the substantial amount of the \$475,245.05 prepetition value.

The contract was valid, enforceable, and in effect as of the petition date (April 8, 2025). Objector fully performed its obligations under the agreement and/or was not in material breach.

The removal of the contract without appropriate notice and cure payment violates the provisions of 11 U.S.C. § 365 and undermines Objector's right to fair treatment under the Bankruptcy Code.

Objector respectfully requests that the Court direct the Debtors to:

Reinstate the contract on the list of assumed contracts; or,

In the alternative, pay Objector the outstanding prepetition amounts due in connection with the contract.

3. Reservation of Rights

Objector reserves all rights to amend or supplement this Objection, to assert additional claims, and to participate in any hearing related to contract assumption or cure procedures in this case.

WHEREFORE, Objector respectfully requests that this Court sustain the objection and grant such further relief as is just and proper.

Dated: 7/9/2025

Respectfully submitted,

Christopher Divis (Controller) /Freeport Logistics, Inc/ Freeport Transportation, Inc. [Your Address]

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