

**IN UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Sticky's Holdings LLC, *et al.*,
Debtors.¹

Chapter 11

Case No. 24-10856 (JKS)

Jointly Administered

Relates to D.I. 545

Hearing Date: April 29, 2025 at 1:00 p.m. (ET)

**STATEMENT OF HARKER PALMER INVESTORS LLC IN SUPPORT OF:
REORGANIZED DEBTORS' MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING ENTRY INTO PROPOSED LETTER OF INTENT WITH
HARKER PALMER INVESTORS LLC; (II) AUTHORIZING REORGANIZED
DEBTORS AND THEIR PROFESSIONALS TO PERFORM OBLIGATIONS
THEREUNDER; AND (III) GRANTING RELATED RELIEF**

Harker Palmer Investors LLC ("Harker Palmer") hereby submits this Statement in support of *Reorganized Debtors' Motion For Entry Of An Order (I) Authorizing Entry Into Proposed Letter Of Intent With Harker Palmer Investors LLC; (II) Authorizing Reorganized Debtors And Their Professionals To Perform Obligations Thereunder; And (III) Granting Related Relief* [Docket No. 545] (the "HP LOI Motion").

1. Sticky's Holdings LLC, the debtor and debtor in possession in the above-captioned chapter 11 cases (along with its affiliate Chapter 11 Debtors, collectively, the "Reorganized Debtors") have filed the HP LOI Motion seeking approval of the Non-Binding Letter of Intent

¹ The Reorganized Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number are as follows: Sticky's Holdings LLC (3586); Sticky Fingers LLC (3212); Sticky Fingers II LLC (7125); Sticky Fingers III LLC (3914); Sticky Fingers IV LLC (9412); Sticky Fingers V LLC (1465); Sticky Fingers VI LLC (0578); Sticky's BK I LLC (0423); Sticky's NJ 1 LLC (5162); Sticky Fingers VII LLC (1491); Sticky's NJ II LLC (6642); Sticky Fingers IX LLC (5036); Sticky's NJ III LLC (7036); Sticky Fingers VIII LLC (0080); Sticky NJ IV LLC (6341); Sticky's WC 1 LLC (0427); Sticky's Franchise LLC (5232); Sticky's PA GK I LLC (7496); Stickys Corporate LLC (5719); and Sticky's IP LLC (4569). The Reorganized Debtors' mailing address is 21 Maiden Lane, New York, NY 10038.



submitted by Harker Palmer, and approved by the Board of the Reorganized Debtors, a copy of which is annexed hereto as Exhibit A (the “Original HP LOI”). Based upon the date of the hearing on the HP LOI Motion, Harker Plamer and the Reorganized Debtors supplemented the Original HP LOI (the “Supplement”) to supplement and modify the Original HP LOI to change in each instance the reference in the Original HP LOI to “April 30, 2025” to “May 30, 2025”. A copy of the Original HP LOI and the Supplement (collectively the “HP LOI”) are annexed hereto as **Exhibit A**.

2. As stated by the Reorganized Debtors, the HP LOI sets forth a transaction to provide a recovery to parties in interest in lieu of conversion, to be implemented pursuant to a modification of the *Subchapter V Debtors’ Modified First Amended Plan Of Reorganization* [Docket No. 368] (the “Confirmed Plan”), and approval and confirmation of the same following a noticed hearing (the “Modified Plan”).

3. Harker Palmer submits this Statement to provide further background and information regarding the HP LOI and the proposed Modified Plan.

BACKGROUND

4. As set forth in the Reorganized Debtors’ *Motion Of Reorganized Debtors To Convert The Chapter 11 Cases Under Chapter 7 Of The Bankruptcy Code* [Docket No. 481], the Confirmed Plan is stalled. A conversion to Chapter 7 will not rescue the Confirmed Plan, nor will it benefit creditors. It will result in a liquidation and likely no meaningful recovery, if any at all, to any existing party in interest given the Reorganized Debtors’ lack of resources and their

substantial liabilities, both pre- and post-petition, including following the Effective Date of the Confirmed Plan,²

5. In contrast, the HP LOI provides a feasible, funded pathway to meaningful recoveries for the Debtors' administrative and unsecured creditors.

THE HP LOI

6. In summary, the HP LOI contemplates approval and confirmation of a Modified Plan that would incorporate and implement the following:

Deposits And Plan Funding

7. The \$150,000 previously contributed to the Reorganized Debtors by Harker Palmer shall be deemed to be the First Earnest Money Deposit. This First Earnest Money Deposit is not refundable.

8. Following Bankruptcy Court approval of the HP LOI on the terms and conditions set forth therein, Harker Palmer will provide a \$400,000 Second Earnest Money Deposit,³ with \$250,000 earmarked to pay the base monthly rent due to the Reorganized Debtors' for the month of March 2025; (ii) \$140,000 earmarked for the Reorganized Debtors' professional fees and expenses and (iii) \$10,000 earmarked for the Subchapter V Trustee's fees and expenses incurred since the Effective Date. This Second Earnest Money Deposit is not refundable, unless the funds are not expended as allocated. As described below, Harker Palmer has funded the Second Earnest Money Deposit in trust to the Reorganized Debtors' counsel.

² The Reorganized Debtors' liquidation analysis filed in conjunction with the Confirmed Plan, while outdated, evidences that administrative creditors would not be paid in full and unsecured creditors would receive no recovery in a liquidation. Confirmed Plan at Exhibit C [Docket No. 368].

³ The first line of Paragraph 27(a) of the HP LOI Motion contains a typographical error, referencing \$950,000 in aggregate non-refundable earnest money deposits rather than the correct figure of \$550,000.

9. Concurrent with the filing of the Plan Modification and the Modification Motion, on the terms and conditions set forth in the HP LOI, Harker Palmer will provide a \$500,000 Refundable Earnest Money Deposit. As described below, Harker Palmer's financial wherewithal to make this refundable deposit, and the Net Cash Portion of the Purchase Price has been documented.

10. Under the Modified Plan, all of the Reorganized Debtors' assets will be sold, transferred, assigned and conveyed to Harker Palmer free and clear of all claims, liens and interests; **provided, however**, such assets will not include the Reorganized Debtors' real property leases or executory contracts (which will be rejected) or financed equipment (which shall be surrendered to the equipment lessor). The Purchase Price for the assets will be two million dollars (\$2,000,000.00) plus the assumption of the EIDL loan payment obligations. *For the avoidance of doubt the Deposits will be credited against the cash portion of the Purchase Price.*

Procedure

11. As contemplated by the HP LOI, following approval by the Board of Reorganized Debtors, the Reorganized Debtors filed the HP LOI Motion.

12. Following Bankruptcy Court approval of the HP LOI and funding the Second Earnest Money Deposit, the Reorganized Debtors will file the Plan Modification and Modification Motion. It is contemplated that the Modified Plan would be heard for approval and confirmation before May 30, 2025.

13. Following approval of the HP LOI, the Reorganized Debtors will promptly turnover possession of the premises subject to its real property leases and file a motion to reject its real property leases, *nunc pro tunc* as of the earliest date consistent with applicable law.

14. Following approval of the Non-Binding LOI, the Reorganized Debtors also will promptly file a motion to reject its executory contracts, and will undertake to surrender all financed equipment subject to liens of the equipment lessors to those equipment lessors.

Plan Treatment

15. While the Court, in considering the HP LOI Motion, is not being called upon to determine the confirmability of the modified Plan contemplated by the HP LOI, when considering the reasonableness of the Reorganized Debtors' business judgment in advocating for approval of the HP LOI it is helpful to understand what those Plan modifications provide regarding treatment of creditors and how creditors would benefit from the changes.

16. Administrative Claims. The cash portion of the Plan Funding (less \$260,840, which is the total amount to be paid to holders of Allowed General Unsecured Claims under the Confirmed Plan over a three year period) shall be used to fund an Allowed Administrative Claims Reserve and distributions shall be made therefrom, after payment of the costs and expenses to resolve Disputed Administrative Claims and to make distributions, Pro Rata on account of Allowed Administrative Claims.

- a. Amounts owing: (i) as administrative expenses under the Confirmed Plan; (ii) on account of liabilities accruing and payable since the Effective Date of the Confirmed Plan; (iii) under the US Foods Settlement; and (iv) to landlords on account of allowed damage claims for assumed but subsequently rejected leases, will be treated as Administrative Claims.

17. Secured Claims. The EIDL Loan will be assumed by the Proponent and the equipment lessors will receive their collateral.

18. General Unsecured Claims. \$260,840 of the cash portion of the Plan Funding will be used to fund an Allowed General Unsecured Claims Reserve and distributions shall be made therefrom, after payment of the costs and expenses to resolve Disputed General Unsecured Claims and to make distributions, Pro Rata on account of Allowed General Unsecured Claims.

19. Equity Interests. Equity Interests shall be unimpaired.

Other Terms And Conditions And Implementation

20. These are set forth in the Non-Binding LOI.

BENEFITS OF THE HP LOI

21. As proposed, the HP LOI provides substantial, known and executable benefits to the parties in interest in these cases.

a. Certainty of Funding. Harker Palmer has the balance of the funding in hand (one million four hundred and fifty thousand dollars (\$1,450,000)); Harker Palmer has already funded the First Earnst Money Deposit (\$150,000.00), and has wired to Reorganized Debtors' counsel the Second Earnst Money Deposit (\$400,000.00) to be held in trust pending approval of the HP LOI, per the terms of the letter agreement annexed hereto as **Exhibit B**. With respect to the funding of the Proponent Refundable Earnst Money Deposit and the remaining Net Cash Portion of the Purchase Price, a redacted copy of the Harker Palmer bank account reflecting a current one million four hundred and fifty thousand dollars (\$1,450,000.00) balance has been provided to counsel for the Debtors on a confidential basis.

b. Return of Property

i. Landlords will regain possession of their premises on an expedited basis.

- ii. Equipment lessors will regain possession of their collateral on an expedited basis.

c. Identified Proceeds to Fund Immediate Distributions

- i. From the funding made available, holders of Allowed Claims will have a sum certain from which a recovery will be realized, a marked improvement over the uncertainty of payment that has plagued the Confirmed Plan.
- ii. Holders of Allowed Administrative Claims will receive a pro rata share of the funded Allowed Administrative Claims Reserve. Harker Palmer estimates that the Allowed Administrative Claims Reserve will be funded with approximately \$1,189,160.⁴ Of note, the funding of the payment to holders of Allowed Administrative Claims under the Confirmed Plan was wholly dependent upon Disposable Income over three years, with payments spread over three years if there was Disposable Income. Under the HP LOI all the funding is available as of the Modified Plan Effective Date. Indeed, the estimated dollar amount to be funded into the Allowed Administrative Claims Reserve (estimated at \$1,189,160) is greater than the aggregate amount that was projected to be paid to Holders of Allowed Administrative Claims over three years per the projections annexed to the Confirmed Plan but has not been paid or required to be paid to date under the Modified Plan (\$1,146,509). The funding and payments under the Modified Plan are

⁴ This amount is calculated as: \$2,000,000 (Cash Portion of the Purchase Price) less the sum of: (i) \$150,000 (First Earnest Money Deposit used to pay Reorganized Debtors' counsel's fees and expenses in March 2025); (ii) \$400,000 (Second Earnest Money Deposit used to pay March 2025 rent due to landlords (up to \$250,000), to pay Reorganized Debtors' counsels fees and expenses in April 2025 (up to \$140,000) and to pay the Subchapter V Trustee fees (up to \$10,000); and (iii) \$260,840 to fund the Allowed General Unsecured Claims Reserve.

available upon the Modified Plan Effective Date. Under the Modified Plan, payments will not be spread over three years as they were under the Confirmed Plan – which at this point cannot be implemented. Accordingly, the value to be received by holders of Allowed Administrative Claims under the Modified Plan provides the best current recovery available under the circumstances.

- iii. Holders of Allowed General Unsecured Claims will receive a pro rata share of the funded Allowed General Unsecured Claims Reserve. The Allowed General Unsecured Claims Reserve will be funded with \$260,840.00. This amount is the total dollars of Disposal Income that the Confirmed Plan projected for holders of Allowed General Unsecured Claims. The funding and payments under the Modified Plan are available upon the Modified Plan Effective Date. Under the Modified Plan, payments will not be spread over three years as they were under the Confirmed Plan – which at this point cannot be implemented. Accordingly, the value to be received by holders of Allowed General Unsecured Claims under the Modified Plan provides the best current recovery available under the circumstances.

d. No Changes To SBA or Equity Interests

- i. The SBA EIDL Loan will be assumed by Harker Palmer. Thus the Modified Plan presents no confirmation issues as to the SBA EIDL Loan.

- ii. Equity Interests will remain unimpaired. Thus, the Modified Plan presents no confirmation issues as to Equity Interests.

e. Streamlined Implementation

- i. Pursuant to Section 1193, as the Confirmed Plan was confirmed pursuant to Section 1191(b), the Confirmed Plan can be modified at any time within 3 years. Three (3) years have not elapsed since the confirmation of the Confirmed Plan.
- ii. The HP LOI is not subject to a diligence or financing contingency. The contemplated sale of Assets can be implemented upon the Modified Plan Effective Date and the proceeds made available to fund the Reserves established to pay creditors.
- iii. The Modified Plan does not create any assumption issues with counterparties to executory contracts or real property leases (they will be rejected), nor does it create confirmation issues with secured parties.
- iv. The Modified Plan follows the construct of the Confirmed Plan. It provides creditors with the same total available dollars but unlike the Confirmed Plan payments are not spread over three years. The current value of the payments under the Modified Plan approximate what was projected to be received under the Confirmed Plan – which can no longer be implemented. Accordingly, the Modified Plan does not require re-solicitation. Moreover, the Confirmed Plan was confirmed under Sections 1191(b) and 1191(e). So

too can the Modified Plan be confirmed under Sections 1191(b) and 1191(e).

22. As compared to the expected results of a Chapter 7 liquidation, given the amount and certainty of funding made available under the HP LOI, and comparing the return to creditors under the Modified Plan to the net present value of the promised payments under the Confirmed Plan (which in all events cannot be implemented), the HP LOI provides a pathway to maximizing recovery for stakeholders, provides fair and equitable treatment of creditors and provides for a result that is better than conversion to Chapter 7.

WHEREFORE, Harker Palmer requests that the Court grant the HP LOI Motion.

Dated: April 22, 2025
Wilmington, Delaware

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Exhibit A

HP LOI (Original LOI and Supplement)

**Letter of Intent
For
Funding Of Proposed Modified Plan of Reorganization For Sticky's Holdings LLC and
Related Debtors**

March 30, 2025

This Non-Binding Letter of Intent (the “**Non-Binding LOI**”) summarizes certain terms of a proposed modification of the Reorganized Debtors’ (defined below) Confirmed Plan (defined below) to be funded by the Proponent (defined below) and proceeds of the assignment and sale of the **Purchased Assets** (as defined below), including certain details of the proposed modification to the Confirmed Plan, all of which are set out below (collectively, the “**Proposed Transaction**”).

Subject to the Proponent’s sole and absolute discretion and the completion and filing of definitive documents detailing the Proposed Transaction in form and substance mutually acceptable to the parties, it is anticipated that the Proposed Transaction would be structured as modification of the Confirmed Plan (defined below) and confirmation of the Modified Plan (as defined herein) and entry of an order of the Bankruptcy Court (defined below) approving the same, all in accordance with the terms and conditions set forth herein and as to be mutually agreed by the parties and subject to the conditions precedent to the Proposed Transaction.

With the exception of Sections titled [“First Earnest Money Deposit,” “Second Earnest Money Deposit,” “Continuation of Conversion Motion,” Modification of Confirmed Plan,” and the “Miscellaneous Provisions”] (which provisions shall be legally binding obligations of the parties upon execution), this Non-Binding LOI: (i) is not an offer capable of acceptance and does not create legally binding obligations on either party, and (ii) does not express an agreement between the parties with respect to the subject matter hereof and is not meant to be legally binding upon either party now, or at any time in the future. Except as otherwise provided herein, nothing contained herein shall be a binding obligation of the parties unless and until the definitive agreements with respect to the Proposed Transaction are approved by Final Order¹ of the Bankruptcy Court.

¹ Final Order has the meaning ascribed to such term in the Confirmed Plan

Summary of Proposed Transaction	
Proponent of Modified Plan	Harker Palmer Investors LLC (hereinafter, " Proponent ") or, as applicable, its designee (hereinafter, " Newco ").
Reorganized Debtors	Sticky's Holdings, LLC (" Sticky's "); Sticky Fingers LLC (3212); Sticky Fingers II LLC (7125); Sticky Fingers III LLC; Sticky Fingers IV LLC; Sticky Fingers V LLC; Sticky Fingers VI LLC; Sticky's BK I LLC; Sticky's NJ I LLC; Sticky Fingers VII LLC; Sticky's NJ I LLC; Sticky Fingers IX LLC; Sticky's NJ III LLC; Sticky Fingers VIII LLC; Sticky NJ IV LLC; Sticky's WC 1 LLC; Sticky's Franchise LLC; Sticky's PA GK I LLC; Stickys Corporate LLC; and Sticky's IP LLC (the " Reorganized Debtors ") are the Reorganized Debtors pursuant to the <i>Subchapter V Debtors' Modified First Amended Plan Of Reorganization</i> [Docket No. 368] (the " Confirmed Plan ") confirmed by the United States Bankruptcy Court for the District of Delaware (the " Bankruptcy Court ") presiding over the Reorganized Debtors' Chapter 11 cases styled <i>In re Sticky's Holdings LLC, et. al.</i> , (Case No. 24-10856 (JKS) (the " Chapter 11 Cases "), pending in the Bankruptcy Court, pursuant to the entered <i>Findings of Fact, Conclusions of Law, and Order Confirming Subchapter V Debtors' Modified First Amended Plan of Reorganization</i> [Docket No. 398] (the " Confirmation Order "), which Confirmed Plan became effective on November 29, 2024 (the " Effective Date ") as set forth in the <i>Notice of Effective Date</i> [Docket No. 431].
Bankruptcy Court Approval of Non-Binding LOI	Upon approval of this Non-Binding LOI by the Board of the Reorganized Debtors, the Reorganized Debtors shall promptly seek, on shortened time, Bankruptcy Court approval of this Non-Binding LOI.
First Earnest Money Deposit	Upon execution of this Non-Binding LOI by the Reorganized Debtors, the \$150,000 previously contributed to the Reorganized Debtors by the Proponent shall be deemed to be the First Earnest Money Deposit hereunder and shall be non-refundable and available to the Reorganized Debtors to pay the Reorganized Debtors fees and expenses as follows: (i) first, the Reorganized Debtors' counsel shall apply the funds to the Reorganized Debtors' professional fees and expenses incurred from and after March 4, 2025; and (ii) second, if funds remain after application of clause (i), the remaining amounts shall be transferred to the Reorganized Debtors to be the Reorganized Debtors' accrued and unpaid ordinary course expenses incurred after March 4, 2025.

<p>Second Earnest Money Deposit</p>	<p>Prior to approval of the Non-Binding LOI, the Proponent will wire to the Reorganized Debtors' counsel \$400,000 to be held in trust by the Reorganized Debtors' counsel for the benefit of the Proponent and from and after the approval by the Bankruptcy Court of the Non-Binding LOI, Reorganized Debtors' counsel shall: (i) transfer \$250,000 to the Reorganized Debtors to be solely used by the Reorganized Debtors to pay the base monthly rent due to the Reorganized Debtors' landlords for the month of March 2025; and (ii) \$150,000 shall be held by the Reorganized Debtors' counsel to pay: (a) up to \$140,000 of the Reorganized Debtor's reasonable professional fees and costs incurred in April 2025; and (b) up to \$10,000 to pay the fees and expenses of the Subchapter V Trustee accrued after the Effective Date, with any excess amounts not so used as specified herein returned to the Proponent (the "Second Earnest Money Deposit"). The Second Earnest Money Deposit shall be non-refundable, except to the extent not used for the express stated purposes herein.</p> <p>If the Non-Binding LOI is not approved by the Bankruptcy Court and the Proponent transferred the Second Earnest Money Deposit prior to such approval, the Reorganized Debtors' counsel shall immediately wire an amount equal to the Second Earnest Money Deposit to the Proponent.</p> <p>If in lieu of the transactions described herein, the Reorganized Debtors seek approval of a letter of intent, term sheet, modification of the Confirmed Plan, a sale, financing, merger, or consolidation, or other similar transaction (an "Alternative Transaction"), the Reorganized Debtors shall pay to the Proponent an amount equal to the aggregate of the First Earnest Money Deposit and the Second Earnest Money Deposit (provided the same has been funded) from the non-refundable deposit provided pursuant to such Alternative Transaction which non-refundable deposit in an amount equal to the First Earnest Money Deposit and the Second Earnest Money Deposit shall be a condition of any such Alternative Transaction.</p>
<p>Refundable Earnest Money Deposit</p>	<p>Subject to: (i) execution of the Non-Binding LOI following the approval of the Bankruptcy Court; (iii) funding of the Second Earnest Money Deposit; and (iv) the concurrent the filing of the Plan Modification (defined below) and the Modification Motion (defined below): (i) the Proponent will wire to the Reorganized Debtors \$500,000 to be held in trust for the benefit of the Proponent (the "Proponent Refundable Earnest Money Deposit")² If the Modified Plan Effective Date Occurs, the Proponent Refundable</p>

² The First Earnest Money Deposit, the Second Earnst Money Deposit, and the Proponent Refundable Earnest Money Deposit are hereinafter collectively referred to as the "**Deposits**".

	Earnest Money Deposit shall be disbursed to the Reorganized Debtors to fund the Reserves (defined below) to fund the payments to be made under the Modified Plan; and (ii) if this Non-Binding LOI terminates, the Proponent Refundable Earnest Money Deposit shall be returned, transferred and paid concurrently therewith, by wire-transfer, to the Proponent.
Conversion Motion	The Conversion Motion shall not be heard by the Bankruptcy Court on a date that is earlier than the hearing on confirmation of the Modified Plan which date shall be no later than April 30, 2025.
Modification of Confirmed Plan	Within five (5) Business Days after execution of this Non-Binding LOI and subject to the funding of the Proponent Refundable Earnest Money Deposit: (i) the Proponent shall prepare and file a modification of the Confirmed Plan (which may be in the form of a modified plan of reorganization) (the " Plan Modification ,") and (ii) the Reorganized Debtors shall prepare a motion to modify and confirm the Confirmed Plan (the " Modification Motion "), which Plan Confirmation and Modification Motion shall conform to the terms and conditions set forth herein, otherwise be in form and substance reasonably acceptable to the Proponent. The Reorganized Debtors shall promptly seek an Order of the Bankruptcy Court approving the Modification Motion and the Plan Modification and confirming the modified Confirmed Plan (the " Modified Plan "), and shall comply with the requirements of the Bankruptcy Code and the Bankruptcy Rules with respect to notice of the Modification Motion to be given to all parties in interest and any consents, votes or solicitations that may be required and shall take reasonable efforts to obtain approval of the Plan Modification and confirmation of the Modified Plan.
Plan Modification Terms	
Administrative Claims	
- Post Effective Date Accrued and Unpaid Ordinary Course Expenses	On the date that the conditions to the effectiveness of the Modified Plan are satisfied, or waived in accordance with their terms, and the Modified Plan becomes effective (the " Modified Plan Effective Date "), the accrued and unpaid allowed ordinary course expenses of the Reorganized Debtors incurred after the Effective Date (to the extent not paid from the Deposits as provided for herein), excluding Allowed Professional Fees accrued before the Effective Date (and described below) but including amounts owed to the Reorganized Debtors' landlords for rent due from February 2025 to the date of rejection of the applicable leases, shall be paid Pro Rata along with

	other Allowed Administrative Claims from the Allowed Administrative Claims Reserve.
- Post Effective Date Accrued and Unpaid And Allowed Professional Fees and Expenses	On the Modified Plan Effective Date, the accrued and unpaid and allowed Professional Fees and Expenses incurred after the Effective Date (to the extent not paid from the Deposits as provided for herein) shall be paid Pro Rata along with other Allowed Administrative Claims from the Allowed Administrative Claims Reserve.
- Professional Fees as of the Effective Date, as approved by the Bankruptcy Court	On the Modified Plan Effective Date, the accrued and unpaid and allowed Professional Fees and Expenses incurred prior to the Effective Date as allowed by the Bankruptcy Court shall be paid Pro Rata along with other Allowed Administrative Claims from the Allowed Administrative Claims Reserve.
- US Foods Settlement	On the Modified Plan Effective Date, the remaining amounts due and owing under the US Foods Settlement shall be paid Pro Rata along with other Allowed Administrative Claims from the Allowed Administrative Claims Reserve.
- Lease Rejection Administrative Claim	On the Modified Plan Effective Date, the allowed amount of the Lease Rejection Administrative Claim (defined below) shall be paid Pro Rata along with other Allowed Administrative Claims from the Allowed Administrative Claims Reserve.
- Treatment of Class 1 – SBA’s Secured Claim	<p>Confirmed Plan Treatment:</p> <p>SBA’s Secured Claim (approximately \$300,000 in principal plus interest under the Confirmed Plan) reinstated on the Effective Date and paid in accordance with the terms of the EIDL Loan.</p> <p>Modified Plan Treatment: No Change</p> <p>SBA’s Secured Claim (approximately \$300,000 in principal plus interest under the Confirmed Plan) reinstated on the Effective Date and paid in accordance with the terms of the EIDL Loan.</p>
- Treatment of Class 2 –	Confirmed Plan Treatment:

<p>Other Secured Claim</p>	<p>Each Holder of an Other Secured Claim (approximately \$48,857.00 under the Confirmed Plan) shall receive: (i) reinstatement of the Allowed Secured Claim; or (ii) value that leaves such Allowed Secured Claim otherwise unimpaired.</p> <p>Modified Plan Treatment:</p> <p>Each Holder of an Other Secured Claim shall receive on the Modified Plan Effective Date the collateral securing its respective Other Secured Claim in full and complete satisfaction thereof and any remaining unsecured claim shall be paid Pro Rata along with the Class 3 Allowed General Unsecured Claims from the Allowed General Unsecured Claims Reserve. Following approval of the Non-Binding LOI, the Reorganized Debtors will undertake to surrender all financed equipment subject to liens of the equipment lessors to the equipment lessors. A counterparty to a equipment lease with the Reorganized Debtors shall have thirty (30) days from the date of the Modified Plan Effective Date to file a proof of claim.</p>
<p>- Treatment of Class 3 General Unsecured Claims Under the Confirmed Plan – Modified Plan Treatment (Approximate amount of Claims asserted under the Confirmed Plan - \$110,000,000)</p>	<p>Confirmed Plan Treatment:</p> <p>Pro rata payment in monthly installments from Disposable Income commencing in June 2027 and ending on the Last Distribution Date (Confirmed Plan estimated amount of total payments \$260,840).</p> <p>Modified Plan Treatment:</p> <p>Each Holder of an Allowed General Unsecured Claim shall receive on the Modified Plan Effective Date in full and complete satisfaction thereof and a Pro Rata payment from the Allowed General Unsecured Claims Reserve.</p>
<p>- Treatment of Class 4</p>	<p>Confirmed Plan Treatment:</p> <p>Existing Equity Interests unimpaired.</p> <p>Modified Plan Treatment:</p>

	Existing Equity Interests unimpaired.
- Treatment of Leases Assumed Under The Confirmed Plan	<p>The real property leases assumed under the Confirmed Plan shall be rejected on the Modified Plan Effective Date, if not earlier rejected (the “Rejected Leases”). Following approval of this Non-Binding LOI, by the Bankruptcy Court, the Reorganized Debtors shall promptly surrender possession of the Rejected Leases and file a motion with the Bankruptcy Court approving the rejection of the Rejected Leases <i>nunc pro tunc</i> as of the date of surrender of possession. A counterparty to a Rejected Lease shall have thirty (30) days from the date of rejection to file a proof of claim.</p> <p>On the Modified Plan Effective Date, the allowed claim of a landlord under a Rejected Lease that is an allowed administrative claim shall be paid Pro Rata along with other Allowed Administrative Claims from the Allowed Administrative Claims Reserve.</p> <p>On the Modified Plan Effective Date, the allowed general unsecured claim of a landlord under a Rejected Lease shall be paid Pro Rata along with the Class 3 Allowed General Unsecured Claims from the Allowed General Unsecured Claims Reserve.</p>
- Treatment of Executory Contracts (Other Than Real Property Leases) Assumed Under The Confirmed Plan	<p>The executory contracts (other than real property leases) assumed under the Confirmed Plan shall be rejected on the Modified Plan Effective Date, if not earlier rejected (the “Rejected Contracts”). Following approval of this Non-Binding LOI, by the Bankruptcy Court, the Reorganized Debtors shall promptly file a motion with the Bankruptcy Court approving the rejection of the Rejected Contracts. A counterparty to a Rejected Contract shall have thirty (30) days from the date of rejection to file a proof of claim.</p> <p>On the Modified Plan Effective Date, the allowed general unsecured claim of a counterparty to a Rejected Contract shall be paid Pro Rata along with the Class 3 Allowed General Unsecured Claims from the Allowed General Unsecured Claims Reserve.</p>
- Sale of Other Assets	<p>All of the assets of the Reorganized Debtors’ assets shall be sold to the Proponent under the Modified Plan on the terms and conditions provided for herein, provided, however, such assets will not include the Reorganized Debtors’ real property leases (which will be rejected) or financed equipment (which shall be surrendered to the equipment lessor) (the “Assets”), and the Modified Plan will incorporate provisions to effectuate the same, including, among other things:</p>

	<ul style="list-style-type: none"> • Pursuant to the Modified Plan and Sections 363, 365 and 1123 of the Bankruptcy Code the Assets shall be sold free and clear of all claims, liens and interests. • The purchase price for the Remaining Assets shall be two million dollars (\$2,000,000.00) (the "<u>Cash Purchase Price Portion</u>") plus the assumption of the payment obligations on the EIDL loan under the Modified Plan (the "<u>Purchase Price</u>"). The aggregate of the First Earnest Money Deposit, Second Earnest Money Deposit, the Proponent Refundable Deposit shall be credited against the Cash Purchase Price Portion and the net amount thereof paid on the Modified Plan Effective Date (the "<u>Net Cash Portion of the Purchase Price</u>"). • The Proponent will pay to Reorganized Sticky's the Net Cash Portion of the Purchase Price on the Modified Plan Effective Date, and Reorganized Sticky's shall use the Deposits and the Net Cash Portion of the Purchase Price to fund: (i) the Allowed Administrative Claims Reserve to be held and used by the Reorganized Sticky's on the terms and conditions set forth herein, and (ii) the Allowed General Unsecured Claims Reserve to be held and used by Reorganized Sticky's on the terms and conditions set forth herein, in each case, as described more fully below.
<p>- Funding of Modified Plan</p>	<p>Funds made available by: (i) the Deposits remaining at the Modified Plan Effective Date; (ii) the Net Cash Portion of the Purchase Price; and (iii) the assumption of the EIDL loan payment obligations (collectively, the "Plan Funding") shall be the sole source of funding for, and payment of obligations pursuant to, the Modified Plan. Satisfactory proof of the availability of the Net Cash Portion of the Purchase Price shall be provided to the Reorganized Debtors prior to the hearing on the Modification Motion.</p>
<p>- Reserves</p>	<p>Under the Modified Plan, Reorganized Sticky's will establish the Allowed Administrative Claims Reserve and the Allowed General Unsecured Claims Reserve (collectively, the "Reserves").</p> <p>On the Modified Plan Effective Date, the Allowed Administrative Claims Reserve shall be funded with the Deposits and the Net Cash Portion of the Purchase Price held by the Reorganized Debtors on the Modified Plan Effective Date less \$260,840.00 (which shall be used to fund the Allowed General Unsecured Claims Reserve), and shall be used to first pay all professional fees incurred by the Reorganized Debtors to resolve Disputed Administrative Claims and the out of pocket expenses incurred to make distributions on account of the</p>

	<p>Allowed Administrative Claims, and second to make Pro Rata payments to the holders of Allowed Administrative Claims.</p> <p>On the Modified Plan Effective Date, the Allowed General Unsecured Claims Reserve shall be funded with \$260,840.00, and shall be used to first pay all professional fees incurred by the Reorganized Debtors to resolve Disputed General Unsecured Claims and the out of pocket expenses incurred to make distributions on account of the Allowed General Unsecured Claims, and second to make Pro Rata payments to the holders of Allowed General Unsecured Claims.</p>
<p>- Conditions to Effectiveness of Modified Plan</p>	<ul style="list-style-type: none"> - The Assets shall be sold to the Proponent in accordance with the terms and conditions of the Non-Binding LOI. - The Assets shall be sold free and clear of all claims, liens and interests, the Proponent shall have the protections of Section 363(m) of the Bankruptcy Code, and the Bankruptcy Court shall find, among other things, that the Proponent is in good faith and provided fair value for the Assets purchased. - The Modified Plan and the order of the Bankruptcy Court confirming the Modified Plan shall conform to the terms and conditions of this Non-Binding LOI and shall otherwise be in form and substance reasonably satisfactory to the Proponent. - The Modified Plan shall be confirmed and be effective on or before April 30, 2025. - The order of the Bankruptcy Court approving the Plan Modification and the Modification Motion, and confirming the Modified Plan and approving the sale of the Assets free and clear of all liens, claims and interests and shall be in form and substance consistent with this Non-Binding LOI, and otherwise in form and substance reasonably satisfactory to the Proponent. - This Non-Binding LOI shall have not been terminated. - The Reorganized Debtors shall not have determined to pursue an Alternative Transaction. - The Chapter 11 Cases have not been converted to Chapter 7, or dismissed.
<p>- Discharge, Debtors' Releases and Injunctions Upon Effectiveness</p>	<ul style="list-style-type: none"> - The Debtors' discharge under the Confirmed Plan, and the Debtors' Releases under the Confirmed Plan, and the injunctions under the Confirmed Plan shall be modified under the Modified Plan to be effective upon the Modified Plan Effective Date. As of the Modified Plan Effective Date, the Assets shall vest in the Proponent free and clear of all claims, liens and interests.

Of Modified Pan	
<p>Implementation of the Modified Plan</p>	<p>The Plan Modification and the Modified Plan shall include provisions providing that on and after the Modified Plan Effective Date:</p> <p>a. The amount of an Allowed Claim under the Modified Plan shall take into account the prior application, if any, of the First Earnest Money Deposit and the Second Earnest Money Deposit to pay such claims.</p> <p>b. The First Earnest Money Deposit (to the extent remaining), the Second Earnest Money Deposit (to the extent remaining) and the Proponent Refundable Earnest Money Deposit shall be applied on the Modified Plan Purchase Price as a credit to the Cash Purchase Price Portion.</p> <p>c. The Plan Funding (excluding the assumption of the EIDL loan payment obligations) shall be used by Reorganized Sticky's to fund the Reserves and the Reserves shall be used by Reorganized Sticky's to make the payments as specified herein and the Reserves shall be the only source of recovery for the payments required to be made under the Modified Plan (except for the payment obligations under the EIDL Loan which will be assumed by the Proponent).</p> <p>d. Allowed claims (excluding amounts owing on account of the EIDL Loan) to be paid under the Modified Plan shall solely be paid from the Reserves as provided for herein. The Reserves shall be established as segregated accounts to pay allowed claims as they are allowed and come due under the Modified Plan pursuant to the terms of the Modified Plan.</p> <p>d. Allowed Claims, and Disputed Claims after such Disputed Claim becomes an Allowed Claim, in each case, shall be paid as soon as practicable in accordance with the terms and conditions of the Modified Plan.</p> <p>e. The Confirmed Plan shall be modified to provide for a claims allowance process as provided for herein.</p> <p>f. The Assets shall be assigned, transferred, conveyed and transferred to the Proponent under the Modified Plan, per the terms and conditions of the Non-Binding LOI.</p> <p>g. Each of the Reorganized Debtors (other than Reorganized Sticky's) shall be deemed dissolved, liquidated and wound-up; Reorganized Sticky's shall be authorized to implement the Modified Plan and to</p>

	take such action as it elects to implement the dissolutions of the other Reorganized Debtors; any claims against the Reorganized Debtors shall be treated in accordance with the Modified Plan; all equity interests in the Reorganized Debtors (other than Reorganized Sticky's) shall be cancelled; and each Reorganized Debtor's Chapter 11 Case (other than Reorganized Sticky's Chapter 11 Case) shall be closed following the Modified Plan Effective Date.
Changes To Confirmed Plan	The Confirmed Plan shall be modified by the Modified Plan consistent with the terms and conditions of this Non-Binding LOI and otherwise shall be incorporated into the Modified Plan and continue to be in full force and effect.
Miscellaneous Provisions	
Bankruptcy Jurisdiction, Choice of Law, Jury Trial Waiver	The Bankruptcy Court shall have exclusive jurisdiction to adjudicate any dispute with respect to this Non-Binding LOI. Delaware law shall govern the interpretation of this Non-Binding LOI, without application of conflicts of law principles. Each party waives any right to a jury trial in connection with any dispute with respect to this Non-Binding LOI.
Notices	<p>Any notice to be provided, or any delivery of any document or communication, under or in connection with this Non-Binding LOI shall be by electronic transmittal as follows:</p> <p>To the Reorganized Debtors:</p> <p>Jamie Greer jamie@stickys.com</p> <p>With a copy to:</p> <p>Pashman Stein Walder Hayden, P.C. 824 North market Street Suite 800 Wilmington, DE 19801 Attn: John W. Weiss jweiss@pashamanstein.com</p> <p>To the Proponent:</p> <p>Harker Palmer Investors LLC</p>

	<p>2121 N California Blvd, Suite 410 Walnut Creek, CA 94596 Attn: James Hart jhart@harkerpalmer.com</p> <p>With a copy to:</p> <p>Goodwin Procter The New York Times Building 620 Eighth Avenue New York, NY 10018 Attn: Michael H. Goldstein mgoldstein@goodwinlaw.com</p>
Fees and Costs	<p>Each party hereto shall be responsible and bear their own fees and costs in connection with the negotiation, preparation, execution, and implementation of the Proposed Transaction.</p>
Termination	<p>This Non-Binding LOI shall terminate (unless waived in writing by the Proponent) by its terms on the first to occur of: (i) the Conversion Motion is not adjourned to a date no earlier than April 30, 2025; (ii) if the Second Earnest Money Deposit is not funded on or before three (3) Business Days after entry of the Order approving the Non-Binding LOI; (iii) if the Chapter 11 Cases are converted or dismissed; (iv) if the Reorganized Debtors determine to pursue an Alternative Transaction; and (v) if the Modified Plan is not confirmed on or before April 30, 2025.</p>

Acknowledged and Agreed As Of March 30, 2025


Harker Palmer Investors, LLC

By: 

James R. Hart, Managing Member

Acknowledged and Agreed As Of March 31, 2025

The Reorganized Debtors

By: 

Name: JAMIE GREER

**Supplement To
Letter of Intent
For
Funding Of Proposed Modified Plan Of Reorganization For Sticky’s Holdings LLC and
Related Debtors
March 30, 2025, dated April 16, 2025**

This Supplement to the Letter of Intent For Funding Of Proposed Modified Plan Of Reorganization For Sticky’s Holdings LLC and Related Debtors March 30, 2025 (the “**Original LOI**”, dated as of April 16, 2025 (the “**Supplement**” and along with the Original LOI, collectively, the “**Non-Binding LOI**”) modifies the provisions of the Original LOI as stated below.

1. The following section in the Original LOI

Conversion Motion	The Conversion Motion shall not be heard by the Bankruptcy Court on a date that is earlier than the hearing on confirmation of the Modified Plan which date shall be no later than April 30, 2025.
-------------------	--

is hereby amended and modified to change “April 30, 2025” to May 30, “2025”.

2. The following section in the Original LOI

- Conditions to Effectiveness of Modified Plan	- The Modified Plan shall be confirmed and be effective on or before April 30, 2025.
--	--

is hereby amended and modified to change “April 30, 2025” to May 30, “2025”.

3. The following section in the Original LOI

- Termination	<ul style="list-style-type: none"> - (i) the Conversion Motion is not adjourned to a date no earlier than April 30, 2025; and - (v) if the Modified Plan is not confirmed on or before April 30, 2025
---------------	---

is hereby amended and modified to change “April 30, 2025” to May 30, “2025” in each case.

Except as otherwise set forth herein, the Original LOI shall not be modified or supplemented hereby.

Acknowledged and Agreed As Of April 16, 2025

Harker Palmer Investors LLC

By:  _____

James R. Hart

Acknowledged and Agreed As Of April 16, 2025

The Reorganized Debtors

By: *Jamie Greer*

Name: Jamie Greer

Exhibit B
Escrow Letter for Second Earnest Money Deposit



Michael H Goldstein
+1 212 813 8840
MGoldstein@goodwinlaw.com

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, New York 10018

goodwinlaw.com
+1 212 813 8800

April 16, 2025

VIA E-MAIL

John W. Weiss
Pashman Stein Walder Hayden, P.C.
824 North Market Street, Suite 800
Wilmington, DE 19801
Email: jweiss@pashmanstein.com

Re: *In re Sticky's Holdings LLC* (Case No. 24-10856 (JKS)), United States Bankruptcy Court for the District of Delaware (the "Chapter 11 Cases")

Dear John:

Reference is made to the Letter of Intent For Funding Of Reorganization For Sticky's Holdings LLC and Related Debtors, dated March 30, 2025 (the "Non-Binding LOI"), as supplemented by the Supplement to Letter of Intent For Funding Of Reorganization For Sticky's Holdings LLC and Related Debtors, dated March 30, 2025, dated April 16, 2025 (collectively, the "Non-Binding LOI"). Capitalized terms used herein and not defined shall have the meaning ascribed to such terms in the Non-Binding LOI.

The Non-Binding LOI provides for the following deposits in addition to the First Earnst Money Deposit that has already been made:

Second Earnest Money Deposit

Prior to approval of the Non-Binding LOI, the Proponent will wire to the Reorganized Debtors' counsel \$400,000 to be held in trust by the Reorganized Debtors' counsel for the benefit of the Proponent and from and after the approval by the Bankruptcy Court of the Non-Binding LOI, Reorganized Debtors' counsel shall: (i) transfer \$250,000 to the Reorganized Debtors to be solely used by the Reorganized Debtors to pay the base monthly rent due to the Reorganized Debtors' landlords for the month of March 2025; and (ii) \$150,000 shall be held by the Reorganized Debtors' counsel to pay: (a) up to \$140,000 of the Reorganized Debtor's reasonable professional fees and costs incurred in April 2025; and (b) up to \$10,000 to pay the fees and expenses of the Subchapter V Trustee accrued after the Effective Date, with any excess amounts not so used as specified herein returned to the Proponent (the "Second Earnest Money Deposit"). The Second



John W. Weiss
April 16, 2025
Page 2

Earnest Money Deposit shall be non-refundable, except to the extent not used for the express stated purposes herein.

If the Non-Binding LOI is not approved by the Bankruptcy Court and the Proponent transferred the Second Earnest Money Deposit prior to such approval, the Reorganized Debtors' counsel shall immediately wire an amount equal to the Second Earnest Money Deposit to the Proponent.

If in lieu of the transactions described herein, the Reorganized Debtors seek approval of a letter of intent, term sheet, modification of the Confirmed Plan, a sale, financing, merger, or consolidation, or other similar transaction (an "Alternative Transaction"), the Reorganized Debtors shall pay to the Proponent an amount equal to the aggregate of the First Earnest Money Deposit and the Second Earnest Money Deposit (provided the same has been funded) from the non-refundable deposit provided pursuant to such Alternative Transaction which non-refundable deposit in an amount equal to the First Earnest Money Deposit and the Second Earnest Money Deposit shall be a condition of any such Alternative Transaction.

To facilitate the timely funding of the Second Earnst Money Deposit, Harker Palmer will send by wire transfer to your firm's IOLTA trust fund account for the benefit of Harker Palmer (the "Account") four hundred thousand dollars (\$400,000.00) (the "Funding Amount"), with four hundred thousand dollars (\$400,000.00) earmarked as the Second Earnest Money Deposit.

Upon the entry of an order of the Bankruptcy Court approving the Non-Binding LOI (the "LOI Order"), the Second Earnest Money Deposit shall be released in part to the Reorganized Debtors' counsel and in part to the Reorganized Debtors, in each case in the respective amount and on the terms and conditions set forth in the Non-Binding LOI and the LOI Order.

The Funding Amount shall remain in the Account and only disbursed in accordance with the Non-Binding LOI and the LOI Order. If the LOI Order is not entered by April 29, 2025, Pashman will promptly wire to Harker Palmer the Funding Amount.

It is agreed that the duties of Pashman are only as herein specifically provided, and subject to the provisions of this paragraph, are purely ministerial in nature, and that Pashman shall incur no liability whatsoever as long as Pashman has acted in good faith, except for willful misconduct or gross negligence or breach of this letter agreement. Harker Palmer releases Pashman from any act done or omitted to be done by Pashman in good faith in the performance of its duties hereunder, but not for willful misconduct or gross negligence or breach of this letter agreement. Pashman is acting as set forth herein only with respect to the Funding Amount. Upon releasing the Funding Amount in the manner herein provided, Pashman shall have no further liability hereunder. Pashman has executed this Agreement in order to confirm that Pashman is holding and will hold the Funding Amount in escrow pursuant to the provisions hereof.



John W. Weiss
April 16, 2025
Page 3

If Pashman is in agreement with the foregoing, please execute the Acknowledgement below and return to my attention a pdf signed copy of this letter.

Thank you,


/s/

Michael H Goldstein

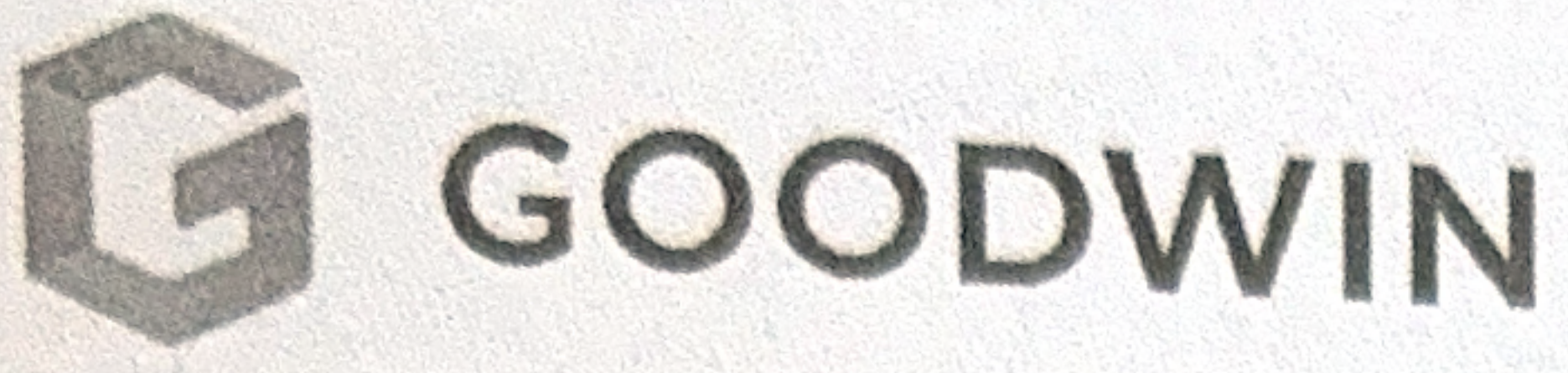
MHG/ajc

ACKNOWLEDGED AND AGREED:

PASHMAN STEIN WALDER HAYDEN, P.C.

By: _____

John W. Weiss



John W. Weiss
April 16, 2025
Page 3

If Pashman is in agreement with the foregoing, please execute the Acknowledgement below and return to my attention a pdf signed copy of this letter.

Thank you,

/s/

Michael H Goldstein

MHG/ajc

D:
YDEN, P.C.

CERTIFICATE OF SERVICE

I, David M. Fournier, hereby certify that on the 22nd day of April 2025, I caused the foregoing *Statement of Harker Palmer Investors LLC in Support of: Reorganized Debtors' Motion for Entry of an Order (I) Authorizing Entry Into Proposed Letter of Intent with Harker Palmer Investors LLC; (II) Authorizing Reorganized Debtors and Their Professionals to Perform Obligations Thereunder; and (III) Granting Related Relief* to be served upon the parties set forth on the attached list, in the manner indicated; and all ECF participants registered in this case were served electronically on the date of filing through the court's ECF system at their respective email addresses registered with the court.

/s/ David M. Fournier
David M. Fournier (DE No. 2812)

Core/2002 Service List

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country	Email	Method of Service
Counsel to Brooks Shopping Centers, LLC	Barclay Damon LLP	Niclas A. Ferland, Esq.								nferland@barclaydamon.com	Email
Top 20 Creditor	Con Ed (Consolidated Edison Company of New York, Inc.)		PO BOX 1701			New York	NY	10116		ConEd-bill@emailconed.com	Email
DE State Treasury	Delaware State Treasury		820 Silver Lake Blvd., Suite 100			Dover	DE	19904		statetreasurer@state.de.us	Email
Top 20 Creditor	PSE&G (Public Service Enterprise Group, Inc)		PO Box 14444			New Brunswick	NJ	08906		myaccount@pseg.com	Email
Top 20 Creditor	Sticky Fingers Restaurants, LLC		311 Johnnie Dodds Blvd			Mt. Pleasant	SC	29464		ashlee@stickyfingers.com	Email
Top 20 Creditor	Michael Best & Friedrich LLP	A. Goldblatt	444 West Lake Street, Suite 3200			Chicago	IL	60606		MICHAELBEST_billing@igdsystems.com	Email
Top 20 Creditor	DoorDash, Inc	Amanda Resendes	303 2nd Street			San Francisco	CA	94107		amanda.resendes@doordash.com	Email
Counsel to Creditor Jonathan Sherman	Norris McLaughlin, P.A.	Attn Melissa A. Pena, Esq.	400 Crossing Boulevard, 8th Floor	PO Box 5933		Bridgewater	NJ	08807-5933		mapena@nmmlaw.com	Email
IRS	Internal Revenue Service	Attn Susanne Larson	31 Hopkins Plz Rm 1150			Baltimore	MD	21201		SBSE.Insolvency.Balt@irs.gov	Email
Delaware State AG and DOJ	Delaware Dept of Justice	Attorney General	Attn Bankruptcy Department	Carvel State Building	820 N French St	Wilmington	DE	19801		attorney.general@state.de.us ; attorney.general@delaware.gov	Email
Top 20 Creditor	Chubb Limited	c/o Courtney Collins	436 Walnut Street, WA04K			Philadelphia	PA	19106		customercare@chubb.com	Email
Top 20 Creditor	Rockfeld Group One Madison LLC	C/O JSRE Management, LLC	George Rrukaj	550 5th Avenue 4th Floor		New York	NY	10036		georger@jsrellc.com	Email
Top 20 Creditor	Leason Ellis LLP	Cameron Reuber	One Barker Avenue			White Plains	NY	10601		Accounting@leasonellis.com	Email
Top 20 Creditor	ResQ	Coby Strononach	18 King St East Ste 1100			Toronto	ON	M5H 1A1	Canada	accounting@getresq.com	Email
Counsel to YJL Holdings LLC	Pryor Cashman LLP	Conrad K. Chiu, Esq.	7 Times Square			New York	NY	10036-6569		cchiu@pryorcashman.com	Email
Top 20 Creditor	Davis & Gilbert LLP	Daniel Dingerson	1675 Broadway			New York	NY	10019		ddingerson@dgllaw.com	Email
Claims Agent	KCC dba Verita Global	Darlene S. Calderon	222 N Pacific Coast Highway, Suite 300			El Segundo	CA	90245		Stickysinfo@veritaglobal.com	Email
DE Secretary of State	Delaware Secretary of State	Division of Corporations	Franchise Tax	PO Box 898		Dover	DE	19903		dosdoc_bankruptcy@state.de.us	Email
Counsel to 237 Park LH Owner LLC	Kucker, Marino, Winiarsky & Bittens LLP	Edmond P. O'Brien, Esq.	747 Third Avenue, 17th Floor			New York	NY	10017		eobrien@kuckermarino.com	Email
Top 20 Creditor	Orkin, LLC	Eldon Wayne Dempsey III	2170 Piedmont Rd. NE.			Atlanta	GA	30324		wdempsey@rollins.com	Email
Top 20 Creditor	Restaurant365, LLC	Gina Ratini	500 Technology Drive Suite 200			Irvine	CA	92618		gratini@restaurant365.com	Email
Debtors	Sticky's Holdings LLC	Jaime Greer	21 Maiden Lane			New York	NY	10038		jamie@stickys.com	Email
Counsel to Sticky Fingers Restaurants LLC	Leech Tishman Fuscaldo & Lampl	Jeffrey M. Carbino	1007 N. Orange Street, Suite 420			Wilmington	DE	19801		jcarbino@leechtishman.com	Email
Counsel for the Debtors and Debtors in Possession	Pashman Stein Walder Hayden, P.C.	John W. Weiss, Henry J. Jaffe, and Joseph C. Barsalona II	824 North Market Street, Suite 800			Wilmington	DE	19801		jweiss@pashmanstein.com ; jbarsalona@pashmanstein.com ; agambale@pashmanstein.com ; hjaffe@pashmanstein.com	Email
Top 20 Creditor	Restaurant Technologies, Inc	Jose Mieleles	12962 Collections Center Dr			Chicago	IL	60693		jmieles@rti-inc.com	Email
US Trustee for District of DE	Office of the United States Trustee Delaware	Joseph F. Cudia, Jon Lipshe	844 King St Ste 2207	Lockbox 35		Wilmington	DE	19801		joseph.cudia@usdoj.gov ; Jon.Lipshie@usdoj.gov	Email
Counsel for the Debtors and Debtors in Possession	Pashman Stein Walder Hayden, P.C.	Katherine R. Beilin	Court Plaza South, East Wing	21 Main Street, Suite 200		Hackensack	NJ	07601		kbeilin@pashmanstein.com ; lsalcedo@pashmanstein.com	Email
Top 20 Creditor	Science On Call (Science Retail Inc.)	Ken Tsang	1 N Dearborn St #1750			Chicago	IL	60602		Support@scienceoncall.com	Email
Counsel to SRI-WSA Properties I, LLC and UE Bergen Mall Owner LLC	Ballard Spahr LLP	Leslie C. Heilman, Esquire, Laurel D. Roglen, Esquire, Nicholas J. Brannick, Esquire, Margaret A. Vesper, Esquire	919 N. Market Street, 11th Floor			Wilmington	DE	9801-3034		heilmani@ballardspahr.com ; roglenl@ballardspahr.com ; brannickn@ballardspahr.com ; vesperm@ballardspahr.com	Email
Top 20 Creditor	Ludlow Creative	Luca Rietti	48 Lawridge Drive			New York	NY	10573		lr@ludlowcreative.com	Email
Top 20 Creditor	US Foods Holding Corp.	Mark Tarr	1051 Amboy Ave			Perth Amboy	NJ	08861		mark.tarr@usfoods.com	Email
Top 20 Creditor	W.B. Mason Company Inc.	Mike Gualtier	59 Centre Street			Brockton	MA	02303		mike.gualtier@wbmason.com	Email
Subchapter V Trustee	Archer & Greiner, PC	Natasha Songonuga, Esq.	300 Delaware Ave, Suite 1100			Wilmington	DE	19081		Nsongonuga@archerlaw.com	Email
Counsel to Brooks Shopping Centers, LLC	Barclay Damon LLP	Niclas A. Ferland, Esq.	545 Long Wharf Drive, 9th Floor			New Haven	CT	06511		nferland@barclaydamon.com	Email
SEC Regional Office	Securities & Exchange Commission	NY Regional Office	Regional Director	100 Pearl St., Suite 20-100		New York	NY	10004-2616		bankruptcynticeschr@sec.gov ; nyrobankruptcy@sec.gov	Email
SEC Regional Office	Securities & Exchange Commission	PA Regional Office	Regional Director	One Penn Center	1617 JFK Boulevard Ste 520	Philadelphia	PA	19103		philadelphia@sec.gov	Email
Top 20 Creditor	Spectrotel, Inc	Peter Karoczki	104 West 40th Street, Suite 400/500			New York	NY	10018		peterk@gothamcloud.com	Email
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	100 F St NE			Washington	DC	20549		SECBankruptcy-OGC-ADO@SEC.GOV ; secbankruptcy@sec.gov	Email
Counsel to Brooks Shopping Centers, LLC	Law Office of Susan E. Kaufman, LLC	Susan E. Kaufman, Esquire	919 N. Market Street, Suite 460			Wilmington	DE	19801		skaufman@kaufmanlaw.com	Email
Counsel to FTW Chicken Innovations, LLC	Timothy J. Weiler Law	Timothy J. Weiler	716 North Tatnall Street			Wilmington	DE	19801-1716		timweiler@timweilerlaw.com	Email

Core/2002 Service List

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country	Email	Method of Service
US Attorney for District of Delaware	US Attorney for District of Delaware	US Attorney for Delaware	1313 N Market Street	Hercules Building		Wilmington	DE	19801		usade.ecfbankruptcy@usdoj.gov	Email
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346			1st Class Mail
IRS	Internal Revenue Service	Centralized Insolvency Operation	2970 Market St			Philadelphia	PA	19104			1st Class Mail
Top 20 Creditor	AmTrust North America, Inc	Kathleen Mangulabnan	PO Box 6939			Cleveland	OH	44101			1st Class Mail
Top 20 Creditor	ELK 33 EAST 33RD LLC (Delaware (US))	Morry Kalimian	489 5TH AVE, 7TH FL			New York	NY	10017			1st Class Mail
Secured Creditor	U.S. Small Business Administration	Office of Disaster Assistance	14925 Kingsport Rd			Fort Worth	TX	76155			1st Class Mail