

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re : Chapter 11
:
STICKY’S HOLDINGS LLC, et al.¹ : Case No. 24-10856 (JKS)
:
Reorganized Debtors. : (Jointly Administered)

**CERTIFICATION OF COUNSEL SUBMITTING AGREED PROPOSED ORDER
GRANTING MOTION OF ESRT 10 UNION SQUARE LLC: (I) TO COMPEL
IMMEDIATE PAYMENT OF POST-CONFIRMATION RENT AND GRANT RELIEF
FROM AUTOMATIC STAY/PLAN INJUNCTION TO PERMIT LANDLORD TO
SETOFF SUCH AMOUNT AGAINST SECURITY DEPOSIT AND ASSERT CLAIM
AGAINST ADMINISTRATIVE CLAIM RESERVE; (II) COMPEL IMMEDIATE
REJECTION AND SURRENDER OF ASSUMED LEASE AND PERMIT CLEAN-UP OF
PREMISES FREE OF ANY THIRD-PARTY LIABILITY; AND (III) FOR WAIVER THE
STAY OF ENFORCEMENT OF ANY ORDER UNDER FED. R. BANKR. P. 4001(A)(3)**

The undersigned hereby certifies the following:

1. On April 21, 2025, ESRT 10 Union Square LLC (the “Landlord”) filed the *Motion of ESRT 10 Union Square LLC: (I) To Compel Immediate Payment of Post-confirmation Rent and Grant Relief From Automatic Stay/plan Injunction to Permit Landlord to Setoff Such Amount Against Security Deposit and Assert Claim Against Administrative Claim Reserve; (II) Compel Immediate Rejection and Surrender of Assumed Lease And Permit Clean-up of Premises Free of Any Third-party Liability; And (III) For Waiver the Stay of Enforcement of Any Order Under Fed. R. Bankr. P. 4001(A)(3)* [D.I. 555] (the “Motion”).

¹ The 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 I 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 I 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 Debtors’ mailing address is 21 Maiden Lane, New York, NY 10038 (collectively, the “Reorganized Debtors”).



2. Thereafter, counsel to the Landlord and counsel to the Reorganized Debtors have conferred regarding the relief requested in the Motion and have agreed to the submission of the revised proposed form of order (“Revised Order”), attached hereto as **Exhibit A**. A blackline of the Revised Order marked against the original form of order filing along with the Motion is attached hereto as **Exhibit B**.

3. Based on the foregoing, the undersigned respectfully requests that the Court enter the Revised Order without further notice.

Dated: May 1, 2025
Wilmington, Delaware

Respectfully Submitted,

THE ROSNER LAW GROUP LLC

/s/ Zhao Liu
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Counsel to ESRT 10 Union Square LLC

Exhibit A

Revised Order

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

In re	:	Chapter 11
	:	
STICKY’S HOLDINGS LLC, et al. ¹	:	Case No. 24-10856 (JKS)
	:	
Reorganized Debtors.	:	(Jointly Administered)
	:	
	:	Re: D.I. 555 & ____

ORDER GRANTING MOTION OF ESRT 10 UNION SQUARE LLC: (I) TO COMPEL IMMEDIATE PAYMENT OF POST-CONFIRMATION RENT AND GRANT RELIEF FROM AUTOMATIC STAY/PLAN INJUNCTION TO PERMIT LANDLORD TO SETOFF SUCH AMOUNT AGAINST SECURITY DEPOSIT AND ASSERT CLAIM AGAINST ADMINISTRATIVE CLAIM RESERVE; (II) COMPEL IMMEDIATE REJECTION AND SURRENDER OF ASSUMED LEASE AND PERMIT CLEAN-UP OF PREMISES FREE OF ANY THIRD-PARTY LIABILITY; AND (III) FOR WAIVER THE STAY OF ENFORCEMENT OF ANY ORDER UNDER FED. R. BANKR. P. 4001(A)(3)

Upon the Motion dated April 21, 2025 (the “Motion”), by ESRT 10 Union Square LLC (the “Landlord”): (I) to Compel Immediate Payment of Post-Confirmation Rent and Grant Relief from the Automatic Stay/Plan Injunction to Permit Landlord to Setoff such Amount Against the Security Deposit and Assert Claim against Administrative Claim Reserve; (II) Compel Immediate Rejection and Surrender of Assumed Lease and Permit Clean-Up Free of Premises Free of any Third-Party Liability; and (III) for Waiver of the Stay of Enforcement of any Order under Fed. R. Bankr. P. 4001(a)(3) [; and the Reorganized Debtors having reviewed the Motion, and at the hearing conducted on April 29, 2025 Landlord and Reorganized Debtors’ counsel having discussed the relief sought by the Motion; the Court finding that (a) it has jurisdiction

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over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and (c) based on the Reorganized Debtors' consent to the below relief; and sufficient cause appearing for the relief requested and granted herein. Therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Lease is hereby rejected, and the Premises are hereby deemed surrendered to Landlord effective as of the date of this Order.
3. The Landlord shall file any claim for lease rejection damages (the "Lease Rejection Damages Claim"), by not later than thirty (30) days following the entry of this Order..
4. The automatic stay is modified and vacated to permit the Landlord: (a) to take and continue any actions under applicable non-bankruptcy law to obtain possession of the Premises and dispose of any fixtures, furniture, and equipment without liability to any third parties; and (b) to set-off the security deposit under the Lease against the Rejection Damages Claim.
5. The Landlord is granted an allowed administrative claim for unpaid post-petition rent in the amount of \$110,662.61.
6. The stay of enforcement of this Order under Federal Rule of Bankruptcy Procedure 4001(3) is waived.
7. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Exhibit B

Blackline

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

In re	:	Chapter 11
	:	
STICKY’S HOLDINGS LLC, et al. ¹	:	Case No. 24-10856 (JKS)
	:	
Reorganized Debtors.	:	(Jointly Administered)
	:	
	:	<u>Re: D.I. 555 &</u>

**ORDER GRANTING MOTION OF ESRT 10 UNION SQUARE LLC
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Upon the Motion dated April 21, 2025 (the “Motion”), by ESRT 10 Union Square LLC (the “Landlord”): (I) to Compel Immediate Payment of Post-Confirmation Rent and Grant Relief from the Automatic Stay/Plan Injunction to Permit Landlord to Setoff such Amount Against the Security Deposit and Assert Claim against Administrative Claim Reserve; (II) Compel Immediate Rejection and Surrender of Assumed Lease and Permit Clean-Up Free of Premises Free of any Third-Party Liability; and (III) for Waiver of the Stay of Enforcement of any Order under Fed. R. Bankr. P. 4001(a)(3); ~~and~~]; and the Reorganized Debtors having reviewed the Motion, and at the hearing conducted on April 29, 2025 Landlord and Reorganized Debtors’

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counsel having discussed the relief sought by the Motion; the Court finding that (a) it has jurisdiction over the matters raised in the Motion pursuant to 2728 U.S.C. §§ 157 and 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and (c) ~~upon the record herein after due deliberation thereon good~~based on the Reorganized Debtors' consent to the below relief; and sufficient cause ~~exists~~appearing for the ~~granting of the relief as set forth~~requested and granted herein. Therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Lease is hereby rejected, and the Premises are hereby deemed surrendered to Landlord effective as of the date of this Order.

~~3. Landlord is authorized to setoff all post confirmation obligations owed under the Assumed Lease, including its reasonable attorney's fees and costs, and rejection and other administrative damages against the Security Deposit.~~

3. The Landlord shall file any claim for lease rejection damages (the "Lease Rejection Damages Claim"), by not later than thirty (30) days following the entry of this Order..

4. The automatic stay is ~~lifted~~modified and vacated to permit the Landlord: (a) to immediately re-take and continue any actions under applicable non-bankruptcy law to obtain possession and control of the Premises and abandon, dispose of or take any other action with respect to any any fixtures, furniture, and equipment or other property remaining at the Premise without liability to the Debtors, their estates or any third parties.; and (b) to set-off the security deposit under the Lease against the Rejection Damages Claim.

4.5. The Landlord is granted an allowed administrative claim for unpaid post-petition rent in the amount of \$110,662.61.

5.6. The stay of enforcement of this Order under Federal Rule of Bankruptcy Procedure 4001(3) is waived.

6.7. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.