

IN THE 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

Obj. Deadline: TBD

Hearing Date: TBD

**REORGANIZED DEBTORS' OMNIBUS MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE REJECTION OF UNEXPIRED LEASES, EQUIPMENT
LEASES, AND EXECUTORY CONTRACTS; (II) AUTHORIZING THE ABANDONMENT
OF CERTAIN PERSONAL PROPERTY; AND (III) GRANTING RELATED RELIEF**

**THIS MOTION SEEKS TO REJECT CERTAIN UNEXPIRED LEASES,
EQUIPMENT LEASES AND EXECUTORY CONTRACTS. PARTIES RECEIVING
THIS MOTION SHOULD LOCATE THEIR NAMES AND THE APPLICABLE
UNEXPIRED LEASES AND EXECUTORY CONTRACTS ON THE SCHEDULE
ATTACHED AS SCHEDULE 1 TO EXHIBIT A OF THIS MOTION.**

The above-captioned reorganized debtors (the "Reorganized Debtors"), by and through their undersigned counsel, hereby move this Court (the "Motion") for entry of an order pursuant to sections 105(a), 363, 365(a) and 554(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), rules 6004, 6006, and 6007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rule 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of

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 1 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 Debtors' mailing address is 21 Maiden Lane, New York, NY 10038.



Delaware (“Local Rules”), substantially in the form attached hereto as **Exhibit A**: (i) authorizing the rejection of unexpired leases, including any guaranties thereof and any amendments, modifications, or subleases thereto for nonresidential real property (the “Leases”); and (ii) authorizing the rejection of certain executory contracts, including any related agreements and any amendments or modifications thereto (each, a “Contract,” and collectively, the “Contracts”); (iii) authorizing the rejection of certain equipment leases, including any amendments, assignments, or modifications thereto (the “Equipment Leases”), set forth on Schedule 1 to **Exhibit A** attached hereto, effective as of the date of entry of an order approving this Motion (the “Rejection Date” upon entry of the “Rejection Order”); (iv) authorizing abandonment of personal property and equipment remaining at such Lease locations (the “Personal Property”) effective as of the date of entry of the Rejection Order; and (v) granting related relief. In support of this Motion, the Reorganized Debtors respectfully represent as follows:

JURISDICTION

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for the relief requested herein are sections 105(a), 363, 365 and 554(a) of the Bankruptcy Code, Bankruptcy Rules 6004, 6007, and 6006, and Local Rule 9013-1.

3. Pursuant to Local Rule 9013-1(f), the Reorganized Debtors consent to the entry of a final order by the Court if it is determined that the Court, absent consent of the parties,

cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

BACKGROUND

4. On April 25, 2024 (the “Petition Date”), the Reorganized Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code as debtors defined in Bankruptcy Code section 1182(1), and the Debtors elected to proceed under Subchapter V of chapter 11 of the Bankruptcy Code pursuant to the Small Business Debtor Reorganization Act, as amended.

5. On April 26, 2024, the United States Trustee appointed Natasha Songonuga, Esq. of Archer & Greiner, P.C. to serve as the Subchapter V trustee (the “Subchapter V Trustee”) in these cases pursuant to Bankruptcy Code section 1183(a).

6. On November 13, 2024, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming Subchapter V Debtors’ Modified First Amended Plan of Reorganization* [D.I. 398] (the “Confirmation Order”) confirming the *Subchapter V Debtors’ Modified First Amended Plan of Reorganization* [D.I. 368] (the “Plan”).

7. On April 3, 2025, the Debtors filed the *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* (the “LOI Motion”) [D.I. 545].

8. On April 30, 2025, the Court entered the 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* (the “LOI Order”) [D.I. 585].

9. Consistent with the terms of the Harker Palmer LOI approved pursuant to the LOI Order, the Reorganized Debtors hereby seek to reject their remaining Leases and Contracts effective as of the Rejection Date.

10. Additional detail regarding the Reorganized Debtors, their business, the events leading to commencement of this case, and the facts and circumstances supporting the relief requested herein are set forth in the First Day Declaration and are incorporated herein by reference.

LEASES TO BE REJECTED

11. The Leases to be rejected have been determined by the Reorganized Debtors in their business judgment not to provide a benefit to the Reorganized Debtors' estates. Prior to the Rejection Date, the Reorganized Debtors ceased all operations on the premises of the Leases they seek to reject by this Motion (the "Premises"). Absent rejection, the Reorganized Debtors would be obligated to pay rent under the Leases even though they have ceased operations at such Premises, and the Lessors for such Leases will be precluded from regaining possession of the Premises and re-renting the same to alternative lessees. Moreover, in addition to their obligations to pay rent under the Leases, the Reorganized Debtors would be obligated to continue to pay certain taxes, utilities, insurance, and other related charges associated with the Leases.

12. Given the shutdown of the Debtors' operations and entry into the Harker Palmer LOI, the Reorganized Debtors have determined in their business judgment that the Leases are unnecessary and burdensome to the Reorganized Debtors' estates, and that the costs being incurred by Reorganized Debtors in relation to the Leases constitute an unnecessary drain on the Reorganized Debtors' already limited resources. The Reorganized Debtors further believe that the transactional costs and post-petition carrying costs associated with marketing the Leases would exceed any potential benefit that might be realized from potential assignments or subleases of the Leases. Accordingly, the Reorganized Debtors seek to reject the Leases effective as of the

Rejection Date, so as to avoid the Estates incurring further administrative claims associated therewith, and to allow related lessors to regain possession of their Premises to mitigate related damages to such lessors.

EXECUTORY CONTRACTS TO BE REJECTED

13. Given the shutdown of the Debtors' operations and entry into the Harker Palmer LOI, the Reorganized Debtors have likewise analyzed their executory Contracts and determined in their business judgment that the Contracts are now unnecessary and burdensome to the Reorganized Debtors' estates.

14. Accordingly, to reduce the costs associated with the Contracts which constitute an unnecessary drain on the Reorganized Debtors' estates, the Reorganized Debtors seek to reject the Contracts effective as of the Rejection Date so as to avoid incurring further administrative claims associated therewith.

EQUIPMENT LEASES

15. Given the shutdown of the Debtors' operations and entry into the Harker Palmer LOI, and the requested rejection of the Leases described above, the Reorganized Debtors have also considered and determined in their business judgment that the equipment Debtors have leased pursuant to the Equipment Leases is no longer necessary or of value to the Debtors' estates, and as a result such Equipment Leases are unnecessary and burdensome to the Reorganized Debtors' estates.

16. Accordingly, to reduce the costs associated with the Equipment Leases which constitute an unnecessary drain on the Reorganized Debtors' estates, the Reorganized Debtors seek to reject the Equipment Leases effective as of the Rejection Date so as to avoid incurring further claims associated therewith.

17. The Equipment Leases relate to certain equipment remaining on the Premises. Upon entry of an order approving this Motion, parties to the Equipment Leases shall have ten (10) days to remove any equipment associated with the Equipment Leases, after which period such equipment shall be deemed abandoned by the Debtors (allowing the owners of such Premises to dispose of such equipment as they see fit).

RELIEF REQUESTED

18. By this Motion, the Reorganized Debtors respectfully request the entry of an order (the “Proposed Order”), substantially in the form attached hereto as **Exhibit A**: (i) authorizing the rejection of the Leases, Contracts, and Equipment Leases set forth on Schedule 1 to **Exhibit A** attached hereto, effective as of the Rejection Date; (ii) requiring that any claims relating to rejection of the Leases, Contracts, and Equipment Leases set forth on Schedule 1 to **Exhibit A** attached hereto must be filed within ten (10) days of the Rejection Order; (iii) authorizing the abandonment of all equipment and Debtors’ Personal Property remaining on such Premises effective as of entry of the Rejection Date, and (iv) granting related relief.

BASIS FOR RELIEF

I. Rejection of the Leases, Contracts, and Equipment Leases effective as of effective as of the Rejection Date is appropriate and provides the Reorganized Debtors’ estates with significant cost savings.

19. Rejection of an unexpired lease is appropriate where such rejection would benefit the estate. *See Sharon Steel Corp. v. Nan Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 39-40 (3d Cir. 1989). Section 365(a) of the Bankruptcy Code provides that a debtor in possession, “subject to the court’s approval, may . . . reject any . . . executory contract . . . of the debtor.” 11 U.S.C. § 365(a).

20. Upon finding that a debtor has exercised its sound business judgment in determining that rejection of certain contracts or leases is in the best interests of its creditors and

parties in interest, a court should approve the rejection under section 365(a). *See In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003); *In re Bradlees Stores, Inc.*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996), *appeal dismissed*, 210 B.R. 506 (S.D.N.Y. 1997); *In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtors' decision to assume or reject an executory contract "should be granted as a matter of course").

21. The decision to assume or reject an executory contract is a matter within the "business judgment" of the debtor. *See Nat'l Labor Relations Bd. v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) ("The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the 'business judgment' test.") (citation omitted); *see also Glenstone Lodge, Inc. v. Buckhead Am. Corp. (In re Buckhead Am. Corp.)*, 180 B.R. 83, 88 (Bankr. D. Del. 1995). Application of the business judgment standard requires a court to approve a debtor's business decision unless the decision is the product of bad faith, whim, or caprice. *See Lubrizol Enters., Inc. v. Richmond Metal Finishes*, 756 F.2d 1043, 1047 (4th Cir. 1985). Further, "[t]his provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citation omitted)

22. As described above, the Leases have been determined by the Reorganized Debtors in their business judgment not to be a source of value for the Reorganized Debtors' estates or stakeholders going forward, and the Reorganized Debtors no longer intend to operate restaurants at such locations. The Reorganized Debtors' obligations to pay, for example, post-petition rent, taxes, utilities, insurance, and other related charges for the Premises outweigh the potential value of the Leases to the Reorganized Debtors' estates—including any potential value from pursuing

an assignment or sublease of the Leases. Accordingly, the Reorganized Debtors have determined that the Leases constitute an unnecessary drain on the Reorganized Debtors' resources and, therefore, rejection of the Leases reflect the Reorganized Debtors' exercise of sound business judgment.

23. Likewise, the Contracts have been determined by the Reorganized Debtors in their business judgment not to be a source of value for the Reorganized Debtors' estates or stakeholders going forward, and the Reorganized Debtors no longer intend to utilize services associated with such Contracts. The Reorganized Debtors' obligations to pay costs associated with the Contracts outweigh the value of the contracts to the Reorganized Debtors' estates. Accordingly, the Reorganized Debtors have determined that the Contracts constitute an unnecessary drain on the Reorganized Debtors' resources and, therefore, rejection of the Contracts reflect the Reorganized Debtors' exercise of sound business judgment.

24. Additionally, the Equipment Leases have been determined by the Reorganized Debtors in their business judgment not to be a source of value for the Reorganized Debtors' estates or stakeholders going forward, and the Reorganized Debtors no longer intend to utilize the equipment associated with such Equipment Leases, as they no longer intend to operate their restaurants, and thus no longer have any need for such equipment. The Reorganized Debtors' obligations to pay costs associated with the Equipment Leases outweigh the value of the contracts to the Reorganized Debtors' estates. Accordingly, the Reorganized Debtors have determined that the Equipment Leases constitute an unnecessary drain on the Reorganized Debtors' resources and, therefore, rejection of the Equipment Leases and abandonment of the related equipment reflects the Reorganized Debtors' exercise of sound business judgment.

II. This Court should deem the Leases, Contracts, and Equipment Leases rejected effective as of the Rejection Date.

25. Section 365 of the Bankruptcy Code allows a bankruptcy court discretion in authorizing rejection of leases. *See In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 does not include “restrictions as to the manner in which the court can approve rejection”)

26. Here, the balance of equities favors rejection of the Leases, Contracts, and Equipment Leases effective as of the Rejection Date. Without such relief as to the Leases, the Reorganized Debtors will continue to incur unnecessary administrative expenses related to agreements that will provide no further benefit to the Reorganized Debtors’ estates. *See* 11 U.S.C. § 365(d)(3). Further, the landlords to the Premises and counterparties to the Equipment Leases and Contracts will not be unduly prejudiced if the rejection is deemed effective as of the Rejection Date.

27. Contemporaneously with the filing of this Motion, the Reorganized Debtors will cause notice of this Motion to be served on counterparties to the Leases, Contracts, and Equipment Leases, thereby allowing such landlords and counterparties sufficient opportunity to respond if they choose to do so.

28. Courts in this jurisdiction have approved relief similar to that requested herein. *See, e.g., In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Oct. 28, 2019); *In re PES Holdings, LLC*, No. 19-11626 (KG) (Bankr. D. Del. Sept. 19, 2019); *In re Charming Charlie Holdings, Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018); *In re Samson Resources Corporation*, No. 15-11934) (CSS) Bankr. D. Del. Sept. 2, 2016); *In re Dex Media, Inc.* No. 16-11200 (KG) (Bankr. D. Del. June 8, 2016).

29. Accordingly, the Reorganized Debtors respectfully submit that the Court should deem the Leases, Contracts, and Equipment Leases identified on Schedule 1 to **Exhibit A** attached hereto rejected, effective as of the Rejection Date.

III. This Court should allow the Reorganized Debtors to abandon any Personal Property and Equipment remaining on the Premises following the Rejection Date.

30. The abandonment of personal property and equipment is appropriate and authorized by the Bankruptcy Code. See 11 U.S.C. § 554(a). Section 554(a) provides that “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” *Id.* Courts generally give a debtor in possession great deference to its decision to abandon property. See, e.g., *In re Vel Rey Props., Inc.*, 174 B.R. 859, 867 (Bankr. D.D.C. 1994) (“Clearly, the court should give deference to the trustee’s judgment in such matters.”). Unless certain property is harmful to the public, once a debtor has shown that it is burdensome or of inconsequential value to the estate, a court should approve the abandonment. *See id.*

31. Courts in this jurisdiction have approved relief similar to the relief requested herein. *See, e.g., In re Destination Maternity Corp.*, No. 19-12256 (BLS) (Bankr. D. Del. Dec. 4, 2019) (authorizing the Debtors to abandon personal property in connection with rejection); *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Oct. 28, 2019) (same); *In re Things Remembered, Inc.*, No. 19-10234 (KG) (Bankr. D. Del. Feb. 28, 2019) (same); *In re Charming Charlie Holdings, Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) (same); *In re Dex Media, Inc.*, No. 16-11200 (KG) (Bankr. D. Del. June 8, 2016) (same).

32. The Reorganized Debtors have determined that the Personal Property and equipment remaining on the Premises following the Rejection Date is either of inconsequential value to the Reorganized Debtors’ estates, or that the cost of removing and storing such Personal

Property exceeds its possible value to the Reorganized Debtors' estates. The Reorganized Debtors have also determined that the Personal Property and equipment is no longer necessary for the administration of the Reorganized Debtors' estates.

33. Accordingly, in the exercise of the Reorganized Debtors' sound business judgment, the Reorganized Debtors believe that abandonment of all Personal Property and equipment remaining on the Premises following the Rejection Date is in the best interest of the Reorganized Debtors, their estates, and their creditors.

WAIVER OR BANKRUPTCY RULE 6004(H)

34. Given the nature of the relief requested herein, the Reorganized Debtors respectfully request a waiver of (i) the notice requirements under Bankruptcy Rule 6004(a) and (ii) the 14-day stay under Bankruptcy Rule 6004(h), to the extent that either rule is applicable.

REORGANIZED DEBTORS' RESERVATION OF RIGHTS

35. Nothing contained in this Motion or any actions taken by the Reorganized Debtors pursuant to relief granted in the Proposed Order is intended or should be construed as: (a) an admission as to the validity of any particular claim against the Reorganized Debtors; (b) a waiver of any of the Reorganized Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Reorganized Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Reorganized Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Motion are valid, and the Reorganized Debtors expressly reserve their rights to contest the extent, validity, or perfection or

seek avoidance of all such liens. Nothing herein shall be construed as an admission as to the validity of any particular claim or a waiver of the Reorganized Debtors' rights to subsequently dispute any such claim.

NOTICE

36. Notice of this Motion will be provided to: (i) the Office of the United States Trustee; (ii) the Subchapter V Trustee; (iii) the Reorganized Debtors' twenty (20) largest unsecured creditors; (iv) the lessors and counterparties listed on Schedule 1 to **Exhibit A**; and (v) all parties requesting notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Reorganized Debtors submit that no other or further notice is necessary.

NO PRIOR REQUEST

37. The Reorganized Debtors have not previously sought the relief requested herein from the Court or any other court.

CONCLUSION

WHEREFORE, for the reasons set forth herein, the Reorganized Debtors respectfully request that the Court (a) enter the Proposed Order substantially in the form annexed hereto as **Exhibit A** granting the relief requested in this Motion and (b) grant such other and further relief as may be just and proper.

Dated: May 8, 2025
Wilmington, Delaware

**PASHMAN STEIN WALDER
HAYDEN, P.C.**

/s/ John W. Weiss

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*Counsel to the Debtors and
Debtors in Possession*

Exhibit A

Proposed Order

**IN THE 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)

Re: D.I. ____

**ORDER AUTHORIZING REORGANIZED DEBTORS' OMNIBUS MOTION FOR
ENTRY OF AN ORDER (I) AUTHORIZING THE REJECTION OF CERTAIN
UNEXPIRED LEASES, EQUIPMENT LEASES, AND EXECUTORY CONTRACTS; (II)
AUTHORIZING THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY; AND
(III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned reorganized debtors (the "Reorganized Debtors") for entry of an order (this "Order"), pursuant to sections 105(a), 363, 365(a), and 554(a) of the Bankruptcy Code, Bankruptcy Rules 6004, 6006, and 6007, and Local Rule 9013-1: (i) authorizing the rejection of unexpired leases, including any guaranties thereof and any amendments, modifications, or subleases thereto for nonresidential real property (the "Leases"); and (ii) authorizing the rejection of certain executory contracts, including any related agreements and any amendments or modifications thereto (each, a "Contract," and collectively, the "Contracts"); (iii) authorizing the rejection of certain equipment leases, including any amendments, assignments, or modifications thereto (the "Equipment Leases"), set forth on Schedule 1 to Exhibit A attached hereto, effective as of entry of this Rejection Order (the

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

“Rejection Date”); (iv) authorizing abandonment of personal property and equipment remaining at the location of the Leases (the “Personal Property”) effective as of the date of entry of this Rejection Order (the “Rejection Date”); and (v) granting related relief, all as more fully described in the Motion; and this Court having found that it has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and this Court having found that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b); and that the Reorganized Debtors consent to entry of a final order under Article III of the United States Constitution; and this Court having found that venue of this chapter 11 case and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having determined that the relief requested in the Motion is in the best interests of the Reorganized Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and this Court having reviewed the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Leases, Contracts, and Equipment Leases set forth on **Schedule 1** attached hereto are rejected, effective as of the Rejection Date.
3. Any claims arising as a result of or in relation to rejection of the Leases, Contracts, and Equipment Leases must be filed within ten (10) days of entry of this Order. The Reorganized

Debtors reserve all rights to contest any such rejection damages claims, and to assert any and all related defenses or counterclaims thereto. If the Reorganized Debtors have deposited monies with the counterparty to the Leases, Contracts, and Equipment Leases as a security deposit or other arrangement, such counterparty may not setoff, recoup or otherwise apply such deposit without the prior authorization of the Court.

4. The Reorganized Debtors reserve and do not waive any claims or causes of action that they may have against the counterparties to the Leases, Contracts, and Equipment Leases, whether or not such claims are related to or arise from such Leases, Contracts, and Equipment Leases.

5. The Debtors are authorized and deemed to abandon all Personal Property and equipment remaining on the Premises effective as of the Rejection Date.

6. Parties to the Equipment Leases shall have ten (10) days from the Rejection Date to remove their equipment associated with the Equipment Leases. If after ten (10) days from the entry of this Order, parties to the Equipment Leases have not removed such equipment, it shall be deemed abandoned by the Reorganized Debtors.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity, priority, or amount of any particular claim against a Debtors' entity; (b) a waiver of the Debtors' or any other party-in-interest's right to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order of the Motion; (e) a request or authorization to assume any agreement, contract, lease, or sublease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' or any other party-in-interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors or any other party-in-interest that any

liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Order are valid and the Debtors and all other parties-in-interest expressly reserve their rights to contest the extent, validity, or perfection or to seek avoidance of all such liens. Nothing in this Order shall be construed as an admission by the Reorganized Debtors as to the validity, priority, or amount of any particular claim, or a waiver of the Reorganized Debtors' or any other party-in-interest's rights to subsequently dispute such claim.

8. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any contract pursuant to section 365 of the Bankruptcy Code.

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

11. The Reorganized Debtors are authorized to take all necessary actions to effectuate the relief granted pursuant to this Order and in accordance with the Motion.

12. Notwithstanding any applicability of any Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation, or enforcement of this Order.

Schedule 1

Rejected Leases, Contracts, and Equipment Leases

Non-Debtor Counterparty	Contact Name & Address	Nature of Contract or Lease
Dine Technology, LLC	c/o Scott Gillman 620 Ramsey Ave., Hillside, NJ 07205	Accounting and Supply Agreement
Science Retail Inc. d/b/a Science On Call	c/o Ken Tsang 1 N Dearborn St #1750 Chicago, IL 60602	Technology Support Agreement
7shifts Employee Scheduling Software Inc. d/b/a 7shifts	211 19 th St. East, #703 Saskatoon, SK S7K 0A2, Canada	Supply Agreement
APPRONT A.I. LTD. d/b/a Appfront	c/o Ori Weisler 651 N. Broad St., Suite 206 Middletown, DE 19709	Supply Agreement
Domestic Uniform Rental	P.O. Box 38 Belleville, NJ 07109	Supply Agreement
Lamb Weston, Inc.	c/o Bob Benson 599 S. Rivershore Ln., Eagle, ID 83616	Supply Agreement
Ludlow Creative Inc.	c/o Luca Rietti 48 Lawridge Dr. Rye Brook, NY 10573	Supply Agreement
Rollins, Inc. d/b/a Orkin	c/o Eldon Wayne Dempsey III 2170 Piedmont Rd. NE Atlanta, GA 30324	Supply Agreement
Get ResQ Ltd. d/b/a ResQ	c/o Coby Strononach 18 King St. East, Suite 700 Toronto, ON M5h1A1, Canada	Supply Agreement
R365 Inc. d/b/a Restaurant365	c/o Gina Ratini 500 Technology Dr. Suite 200 Irvine, CA 92618	Supply Agreement
Restaurant Technologies Inc.	c/o Jose Mieses 12962 Collections Center Dr. Chicago, IL 60693	Supply Agreement
SupplyCaddy, Inc.	c/o Bradley Saveth 12534 Wiles Rd. Coral Springs, FL 33076	Supply Agreement
Toast, Inc.	401 Park Dr., Ste 801, Boston, MA 02215	Supply Agreement

Non-Debtor Counterparty	Contact Name & Address	Nature of Contract or Lease
U.S. Foods Holding Corp. d/b/a U.S. Foods	c/o Marla Benedek 1201 N. Market St., Suite 1001, Wilmington, DE 09801 c/o Mark Tarr 1051 Amboy Ave. Perth Amboy, NJ 08861	Supply Agreement
Navitas Credit Corp.	201 Executive Center Suite 100 Columbia, SC 29201	Equipment Lease
Paylocity Holding Corporation	c/o Stephanie Wilson 1400 American Lane Schaumburg, IL 60173	Payroll Software Agreement
Paychex, Inc.	c/o Tyrone Stanton 1550 Pond Road, Suite 302 Allentown, PA 18104	Payroll and HR Services Contract
Vestis Group, Inc.	c/o Tom Piro 500 Colonial Center Parkway, Suite 140 Roswell, GA 30076	Uniform and Supplies Provider Agreement
Waste Connections of NY, Inc.	c/o Anthony Vitale 120 Wood Avenue South, Suite 302 Iselin, NJ 08830	Garbage Pickup Agreement
JP McHale Pest Management, LLC	c/o Declan Smartwood 241 Bleakley Avenue Buchanan, NY 10511	Pest Management Service Contract
Aprio Advisory Group, LLC	c/o Jessica Hussain 350 Fifth Avenue, Suite 4320 New York, NY 10118	Accounting Services
237 Park LH Owner, LLC	c/o Edmond P. O'Brien, Esq. Kucker, Marino, Winiarsky & Bittens LLP 737 3 rd Ave., 17 th Floor New York, NY 10017 c/o RXR Realty 75 Rockefeller Plaza New York, NY 10019	45 th and Lexington Lease
592-598 Ninth Ave LLC	Attn: John McCarthy 592-598 Ninth Ave, New York, NY 10036	598 9 th Avenue Hells Kitchen Lease

Non-Debtor Counterparty	Contact Name & Address	Nature of Contract or Lease
SRI-WSA Properties I, LLC	c/o Leslie C. Heilman, Esq. Ballard Spahr, LLC 919 N. Market Street, 11 th Floor Wilmington, DE 09801 c/o UNLMTD Real Estate Group 200 Washington St., 5 th Floor, Hoboken, NJ 07030	112 Washington Street Hoboken Lease
Slim Capital, LLC	SLIM Capital, LLC 9301 Wilshire Blvd, Suite 425 Beverly Hills, CA 90210	Hoboken Equipment Lease
First Utah Bank	c/o Julia Clark 11025 South State Street Sandy, UT 84070	Hoboken Equipment Lease
Slim Capital, LLC	SLIM Capital, LLC 9301 Wilshire Blvd, Suite 425 Beverly Hills, CA 90210	Cross County Shopping Center Equipment Lease
First Foundation Bank	c/o Angela Sapp Contract Care PO Box 2149, Gig Harbor, WA 98335	Hoboken Equipment Lease
First Utah Bank	c/o Julia Clark 11025 South State Street Sandy, UT 84070	Cross County Shopping Center Equipment Lease
First Foundation Bank	c/o Angela Sapp Contract Care PO Box 2149, Gig Harbor, WA 98335	Cross County Shopping Center Equipment Lease
Slim Capital, LLC	SLIM Capital, LLC 9301 Wilshire Blvd, Suite 425 Beverly Hills, CA 90210	Union, NJ Equipment Lease
First Utah Bank	c/o Julia Clark 11025 South State Street Sandy, UT 84070	Union, NJ Equipment Lease
First Foundation Bank	c/o Angela Sapp Contract Care PO Box 2149, Gig Harbor, WA 98335	Union, NJ Equipment Lease
Slim Capital, LLC	SLIM Capital, LLC 9301 Wilshire Blvd, Suite 425 Beverly Hills, CA 90210	One Madison Equipment Lease

Non-Debtor Counterparty	Contact Name & Address	Nature of Contract or Lease
First Utah Bank	c/o Julia Clark 11025 South State Street Sandy, UT 84070	One Madison Equipment Lease
First Foundation Bank	c/o Angela Sapp Contract Care PO Box 2149, Gig Harbor, WA 98335	One Madison Equipment Lease
Slim Capital, LLC	SLIM Capital, LLC 9301 Wilshire Blvd, Suite 425 Beverly Hills, CA 90210	7 Penn Equipment Lease
First Utah Bank	c/o Julia Clark 11025 South State Street Sandy, UT 84070	7 Penn Equipment Lease
First Foundation Bank	c/o Angela Sapp Contract Care PO Box 2149, Gig Harbor, WA 98335	7 Penn Equipment Lease
432268 LLC (Landlord) Domo Taco II, LLC (Assignee)	432268 LLC c/o Joy Kwan 147-20 35 th Ave #11-G Flushing, NY 11354	Downtown Brooklyn Lease
Brooks Shopping Centers LLC	Brooks Shopping Centers, LLC c/o Marx Realty and Development Co. 10 Grand Central 155 E. 44 th St., 7 th Floor New York, NY 10017	Cross County Shopping Center Yonkers Lease
Vagelatos Realty, LLC	c/o Vagelatos Realty, LLC P.O. Box 6406 Astoria, NY 11106	Murray Hill Lease
UE Bergen Mall Owner LLC	c/o Leslie C. Heilman, Esq. Ballard Spahr, LLC 919 N. Market Street, 11 th Floor Wilmington, DE 09801 Attn: Legal Dep't 210 Rt. 4 East Paramus, NJ 07652	Bergen Town Center Lease
YJL Holdings, LLC	c/o Francis Leung, 202 Centre Street, 6 th Floor, New York, NY 10013	21 Maiden Lane Lease

Non-Debtor Counterparty	Contact Name & Address	Nature of Contract or Lease
Rani Management LLC	c/o Michael Dishi 571 W. 183 rd St., Suite 905 New York, NY 10016	Union Lease
ESRT 10 Union Square, LLC	c/o Empire State Realty Trust, Inc., 111 W. 33 rd St., New York, NY 10120	Union Square Lease