

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

Sticky’s Holdings LLC, *et al.*,

Reorganized Debtors.¹

Chapter 11

Case No. 24-10856 (JKS)

Jointly Administered

DECLARATION OF JAMIE GREER IN SUPPORT OF REORGANIZED DEBTORS’ MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING REORGANIZED DEBTORS’ 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

I, Jamie Greer, declare that the following is true and correct to the best of my knowledge, information, and belief.

1. I submit this Declaration (this “Declaration”) in support of the *Reorganized Debtors’ Motion for Entry of an Order (I) Authorizing Debtors’ 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* [D.I. 545] (the “Motion”).²

2. I am the chief executive officer (“CEO”) of the above-captioned reorganized debtors and debtors-in-possession (the “Reorganized Debtors” or “Sticky’s”).

¹ The Reorganized Debtors in these cases, along with the last four digits of each Reorganized 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 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.

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



3. I graduated from Syracuse University in 2014 with a B.A. in Hospitality Management.

4. After graduation, I managed a Magnolia Bakery location from August 2014 to July 2015.

5. I joined Sticky's in July 2015 as Director of Customer Experience. In that role, my responsibilities included catering logistics, social media (including answering customer reviews), as well as other administrative work. In January 2017, I was promoted to District Manager. I was responsible for managing four locations and became familiar with the payables, receivables, and management process. In January 2019, I was promoted to Director of Operations. My responsibilities were mostly the same as District Manager, but I also managed the opening and staffing of four new locations. In December 2019, I was promoted to Vice President of Operations. My responsibilities were mostly the same as Director of Operations, but I also established training teams, catering teams, and marketing teams.

6. In August 2023, I was promoted to Interim CEO, and in April 2024, I officially became the permanent CEO. In this role, I became familiar with the balance sheet, operating costs, and payables, and I monitored financial records and managed books and records. I also reported to, and made recommendations to, the board of directors of the Reorganized Debtors (the "Board").

7. As the Reorganized Debtors' CEO, I am generally familiar with the Reorganized Debtors' business, day-to-day operations, financial affairs, and books and records. Except as otherwise indicated, the statements set forth in this Declaration are based upon my personal knowledge of the Reorganized Debtors' operations, information learned from my review of relevant documents, information supplied to me from the Reorganized Debtors' advisors, or my

own opinion based on my knowledge, experience, and information concerning the Reorganized Debtors' operations and financial condition. I am authorized to submit this declaration on behalf of the Reorganized Debtors. If called to testify, I could and would testify competently to the matters set forth in this declaration.

8. I am familiar with, and took part in, the good faith, arm's-length negotiations that took place between the Reorganized Debtors and Harker Palmer that resulted in the Harker Palmer LOI, as well as the process by which the Reorganized Debtors evaluated each proposal they received in connection with a potential transaction designed to maximize value for the Reorganized Debtors' bankruptcy estates.

THE REORGANIZED DEBTORS' FINANCIAL CONDITION

9. After having successfully confirmed the Plan on November 13, 2024, the Reorganized Debtors were confident in their ability to meet their financial projections, and made their initial distribution under the Plan on December 31, 2024. December was a slower month than expected, likely due in part to the unusually cold weather, but the Reorganized Debtors were still hopeful that they could continue operating and making payments.

10. In early January 2025, New York City implemented congestion pricing, which had an immediate, negative impact on sales and traffic in Sticky's restaurants. Because congestion pricing has never been implemented in any major city before, it was difficult for the Reorganized Debtors to project the overall impact it would have on Sticky's.

11. Further compounding the Reorganized Debtors' financial difficulties, in December 2024, the cost of a case of chicken rose by 43.8% compared to the previous year, and by 56.8% in January compared to the previous year. Additionally, there was a shortage of medium-sized chicken tenders (the spec ordered by Sticky's), and Sticky's often could only source larger

tender sizes, which resulted in few chicken pieces per pound of chicken. Because Sticky's buys chicken by the pound and sells by the piece, this was highly detrimental to the Reorganized Debtors' business and profit margins.

12. In response to these setbacks, the Reorganized Debtors implemented cost-saving measures, including laying off half of their corporate staff. Even after that, the Reorganized Debtors were unable to meet their current expenditures and make Plan payments.

13. In the face of shuttering for good and converting the Chapter 11 Cases to cases under Chapter 7, the Reorganized Debtors continued to exercise their fiduciary duties and explored all options with multiple parties with the goal of finding a value-maximizing transaction that would render a confirmable Plan modification, preserve going concern value for all stakeholders, and save the company.

THE BID CONSIDERATION PROCESS

14. Beginning in late January, several parties reached out to the Reorganized Debtors indicating an interest in a potential transaction. Accordingly, at the end of January, the Reorganized Debtors set up a diligence dataroom for potential transaction counterparties, which contained, among other things, the Reorganized Debtors' financials, leases, team structure, and key vendor contracts.

15. Approximately ten to twelve representatives from potential bidders executed NDAs with the Reorganized Debtors and accessed the dataroom. Ultimately, none of them presented an offer to Sticky's.

16. The first serious indication of interest was from Bojangles, who sent representatives to visit each Sticky's location at the end of February. Because Bojangles was only

interested in the leases and equipment, a standalone transaction was not viable because it was insufficient to repay the Reorganized Debtors' Plan obligations in full.

17. Separately, Harker Palmer indicated an interest in purchasing Sticky's intellectual property. It was also not viable for the Reorganized Debtors to pursue a standalone transaction with Harker Palmer in part because, at the time, Sticky's was seeking an offer that would allow it to satisfy all Plan obligations in full.

18. Meanwhile, the Reorganized Debtors were engaged in parallel discussions with Chicken Innovations regarding a potential post-Effective Date DIP financing facility. These discussions never resulted in an actionable LOI.

19. On March 21, 2025, the Reorganized Debtors were informed that Bojangles and Harker Palmer teamed up to negotiate a joint bid for all of the Reorganized Debtors' assets.

20. Following extensive negotiations, the Reorganized Debtors, Bojangles, and Harker Palmer entered into the Joint LOI on March 26, 2025.

21. On March 28, 2025, Bojangles terminated the Joint LOI.

22. Following the March 28 status conference with the Court, Harker Palmer indicated its interest in submitting a standalone LOI for the Reorganized Debtors' consideration. Over the next several days, the Reorganized Debtors negotiated with both Harker Palmer and Chicken Innovations in an attempt to obtain the best possible outcome for creditors.

23. The Reorganized Debtors received a proposed Harker Palmer Letter of Intent ("LOI") on March 30, 2025, which ultimately culminated in a letter of intent executed by Harker Palmer and the Reorganized Debtors (the "Harker Palmer LOI"). A true and correct copy of the executed Harker Palmer LOI is attached hereto as **Exhibit A**.

24. On and prior to April 2, 2025, the Reorganized Debtors received various revised proposed LOIs from Chicken Innovations.

25. After considering the latest proposed LOIs from Harker Palmer and Chicken Innovations, the Reorganized Debtors, through the Board, selected the Harker Palmer LOI as the highest and best offer, and directed the filing of the Motion seeking approval of the Harker Palmer LOI by the Court.

26. In considering the Harker Palmer LOI and the various proposals submitted by Chicken Innovations, James Hart, a member of the Board, recused himself from Board deliberations and any votes undertaken by the Board. Mr. Hart is affiliated with Harker Palmer, and, therefore, had and has an interest in any transaction between the Reorganized Debtors and Harker Palmer. As such, his exclusion from Board deliberations and votes on such transaction (or any competing transaction) was necessary and appropriate.

27. On April 17, 2025, the Reorganized Debtors filed a supplement to the Harker Palmer LOI (the "LOI Supplement"). A true and correct copy of the LOI Supplement is attached hereto as **Exhibit B**. The LOI Supplement contemplates that, following the Court's approval of the Harker Palmer LOI, the deadline for the approval of the Modified Plan would be extended from April 30 through May 30, 2025.

28. On April 16, 2025, Harker Palmer and the Reorganized Debtors executed an escrow letter in connection with the proposed transaction, which reflects Harker Palmer's payment of the so-called "Second Earnest Money Deposit" (as discussed below) of \$400,000, which, upon approval of the Harker Palmer LOI, will be utilized to fund certain further professional (and Subchapter V Trustee) fees and \$250,000 to be paid to landlords for post-Effective Date rent obligations. It is my understanding from my counsel, Pashman Stein Walder

& Hayden, P.C., that the escrow described in this escrow letter has been funded. A true and correct copy of the escrow letter is attached hereto as **Exhibit C**.

29. On April 21, 2025, Harker Palmer provided proof of its ability to fund the transactions contemplated by the Harker Palmer LOI, as supplemented. A true and correct copy of such proof of funding is attached hereto as **Exhibit D**.

THE HARKER PALMER LOI

30. The Harker Palmer LOI provides for the following, among other things:³
- a. nonrefundable deposits in the aggregate amount of \$550,000 in the form of (i) the First Earnest Money Deposit in the amount of \$150,000, which has already been advanced and (ii) the Second Earnest Money Deposit in the amount of \$400,000 to be funded prior to approval of the Harker Palmer LOI, \$250,000 of which will be allocated to payment of the Reorganized Debtors' landlords for the month of March 2025, and \$150,000 of which will be used to pay the Reorganized Debtors' reasonable professional fees and costs incurred in April 2025⁴ as well as the fees and expenses of the Subchapter V Trustee accrued after the Effective Date, with any excess amounts not so used as specified in the Harker Palmer LOI returned to Harker Palmer. The \$400,000 Second Earnest Money Deposit becomes non-refundable only upon entry of an order approving the Harker Palmer LOI.
 - b. subject to approval of the Harker Palmer LOI and concurrent with the filing of the Modification Motion, a \$500,000 Refundable Earnest Money Deposit to be held in trust for the benefit of Harker Palmer, which, upon approval of the Modified Plan, shall be disbursed to the Reorganized Debtors to fund the Reserves;
 - c. the establishment of the Allowed Administrative Claims Reserve funded with the Deposits and the Net Cash Portion of the Purchase

³ To the extent that the summary of terms set forth herein differs from the terms of the Harker Palmer LOI, the terms of Harker Palmer LOI shall control.

⁴ Harker Palmer and the Reorganized Debtors have agreed to modify the LOI to provide for payment of professional fees and expenses incurred in April *and* May 2025. This change will be reflected in the Proposed Order. Further, it is anticipated that, if the Motion is granted and the Harker Palmer LOI is approved and not terminated, professional fees and landlord claims will equal or exceed the amount of the Second Earnest Money Deposit. In any event, if the Modified Plan incorporating the terms of the Harker Palmer LOI is confirmed, it is my understanding that any unused portion of such amounts would be returned to Harker Palmer.

Price held by the Reorganized Debtors on the Modified Plan Effective Date (less \$260,840), which Allowed Administrative Claims Reserve shall be used to first pay all professional fees incurred by the Reorganized Debtors to resolve Disputed Administrative Claims and out-of-pocket expenses incurred to make distributions on account of the Allowed Administrative Claims, and second to make pro rata payments to the holders of Allowed Administrative Claims;

- d. the establishment of an Allowed General Unsecured Claims Reserve funded with \$260,840, which shall be used to first pay all professional fees incurred by the Reorganized Debtors to resolve Disputed General Unsecured Claims and out-of-pocket expenses incurred to make distributions on account of the Allowed General Unsecured Claims, and second to make pro rata payments to holders of Allowed General Unsecured Claims;
- e. subject to approval of the Harker Palmer LOI and concurrent with the filing of the Modification Motion, a \$500,000 Refundable Earnest Money Deposit to be held in trust for the benefit of Harker Palmer, which, upon approval of the Modified Plan, shall be disbursed to the Reorganized Debtors to fund the Reserves;
- f. the rejection of all previously assumed real property leases and executory contracts; and
- g. the sale of all assets of the Reorganized Debtors to Harker Palmer for the \$2 million Purchase Price free and clear of all liens, claims, and encumbrances, plus the assumption of the Reorganized Debtors' payment obligations under the EIDL loan, with the Deposits being credited against the Purchase Price.

31. The Reorganized Debtors, through the Board, in the exercise of its business judgment, have determined that the Harker Palmer LOI presents the highest and best offer currently available for the Reorganized Debtors under the circumstances, and that seeking court approval of this LOI through the Motion and, subsequently, through the Modified Plan would be in the best interests of the Reorganized Debtors' estates and their creditors. The Reorganized Debtors, through the Board, have considered and further determined that no other actionable LOI is currently available for the Reorganized Debtors, and that the only viable alternative to approval of the Harker Palmer LOI is the conversion of the Reorganized Debtors' bankruptcy cases to

Chapter 7, the outcome of which would be highly risky and speculative (as opposed to the certainty of the consideration to be provided through the Harker Palmer LOI), and would result in further administrative claims against the Reorganized Debtors' bankruptcy estates, which the Board believes would significantly reduce creditor recoveries that would otherwise be available through the Modified Plan (incorporating the terms of the Harker Palmer LOI).

NON-ACTIONABLE PROPOSALS FROM CHICKEN INNOVATIONS

32. After the Motion was filed, Chicken Innovations submitted numerous updated proposals. The Reorganized Debtors determined that none of these proposals were actionable because, among other things, (i) they did not provide for nonrefundable payment of the \$150,000 nonrefundable First Earnest Money Deposit previously funded by Harker Palmer, (ii) Chicken Innovations failed to provide sufficient, non-contingent, and binding proof of funding for any proposed transaction, despite repeated demands from the Reorganized Debtors for such proof and repeated statements from Chicken Innovations assuring the Reorganized Debtors that proof of funding would be forthcoming, and (iii) they presented proposed timelines that were not capable of being met under the circumstances, including, but not limited to, the requirement that the Reorganized Debtors immediately turn over control of the company prior to approval of a Modified Plan.

33. Despite communications with the Reorganized Debtors between April 15 and April 17, 2025, that Chicken Innovations would soon be presenting yet another proposal, the Reorganized Debtors heard nothing further from Chicken Innovations until late in the evening on April 23, 2025, when Chicken Innovations sent the Reorganized Debtors yet another proposal (the "April 23 FTW Proposal") that the Board evaluated and determined was again not actionable. A true and correct copy of the April 23 FTW Proposal is attached hereto as **Exhibit E**. Although

the April 23 FTW Proposal discusses a proposed transaction that would result in the continuation of the Reorganized Debtors' business and the alleged completion of all Plan Payments backed by certain purported investors in Chicken Innovations, the Reorganized Debtors concluded that such proposal was not actionable for a host of reasons, including, but not limited to, the following:

(a) The proposal did not provide for an immediate nonrefundable payment of monies that would enable the immediate repayment of the First Earnest Money Deposit of \$150,000 (which would have to immediately be repaid to Harker Palmer if the Reorganized Debtors pursued an alternative transaction) along with sufficient nonrefundable monies to replace the \$400,000 of monies already funded by Harker Palmer for payment of rent and professional fees and expenses to an escrow held by the Reorganized Debtors' counsel and which might become non-refundable and available for use following approval of the Harker Palmer LOI. For these reasons alone, the April 23 FTW Proposal is simply not actionable;

(b) The proposal presented a schedule that the Reorganized Debtors believed was impossible to meet, including the Board approving an LOI with Chicken Innovations by April 25, 2025, the filing of a sale motion by April 28, 2025, the entry of a Court order approving the sale by May 12, 2025, and a sale closing by May 16, 2025—all dates that the Reorganized Debtors believe could not be met, even if the Reorganized Debtors believed the proposal was otherwise actionable and advisable (which they do not);

(c) No portion of the proposal is in any way binding, including with respect to the so-called new Investors who would allegedly be providing guarantees of payment and who are not signatories to such proposal (which the Reorganized Debtors were first made aware of when they received the April 23 FTW Proposal, after being repeatedly told that Chicken Innovations had sufficient funds available to complete a transaction). By comparison, portions of

the Harker Palmer LOI are already binding and Harker Palmer has already transferred \$550,000 in connection with its LOI, \$150,000 of which has become non-refundable (assuming there is no alternative transaction), and another \$400,000 which may become non-refundable and may be used by the Reorganized Debtors in accordance with the Harker Palmer LOI after the Harker Palmer LOI is approved by the Court and before confirmation of a Modified Plan;

(d) The proposal is subject to numerous contingencies, including a new due diligence period (after Chicken Innovations has already engaged in due diligence), the entry into binding sale documentation, obtaining a highly expedited sale order on very short notice (by May 12, 2025), followed by a May 16, 2025 closing, all extremely ambitious goals even if the parties had agreed on their deal points (which they have not), and the underlying transaction appeared feasible (which it does not), and all of this would come at the risk of losing the relative certainty of the already partially funded Harker Palmer LOI if approved by the Court;

(e) The underlying premise of Chicken Innovation's proposal—the continuation of the Reorganized Debtors' business at all of their prior locations—appears to be a virtual impossibility. Putting aside that the Reorganized Debtors have not operated these restaurants for several months (thereby eroding their customer base significantly) and all of their store employees have long since ceased working for the Reorganized Debtors, several landlords have moved for relief from the automatic stay and to compel the rejection of leases, which will almost certainly result in the removal of such leases from the Reorganized Debtors' assets. Furthermore, other landlords likely will be seeking the same outcome due to the Reorganized Debtors' post-petition lease defaults and cessation of operations. In short, the Reorganized Debtors do not believe under any circumstances that they will be able to assign all leases to Chicken Innovations as a purchaser in a bankruptcy sale and there is a substantial question as to

whether they could assign any leases to Chicken Innovations. Moreover, Chicken Innovations knew (or certainly should have known), since the April 4 Motion, that the Harker Palmer LOI contemplated the prompt rejection of all leases. Knowing of these issues and of the urgency of the situation, Chicken Innovations still has not submitted an actionable proposal to the Reorganized Debtors, including putting up non-refundable money (in an amount agreed to by the Reorganized Debtors) to ensure the immediate payment of all post-Effective Date rents and otherwise taking the actions necessary to preclude or induce landlords not to seek rejection/termination of their leases;

(f) The Reorganized Debtors have substantial questions about the bona fides and reliability of Chicken Innovations in light of, among other things, the numerous (one could even say, incessant) proposals that they have made that are, in the Reorganized Debtors' view, not in any way actionable notwithstanding numerous communications from our counsel regarding the defects contained in such proposals and the chronic and repeated failure of Chicken Innovations to address all of these fatal defects, and the repeated assurances of Chicken Innovations of their ability to fund such proposed transactions, while repeatedly failing to provide proof of such ability to fund such transactions (only to present for the first time the names and details of new investors that are purportedly to be involved in the latest April 23 FTW Proposal, whom the Reorganized Debtors understand only very recently became involved with Chicken Innovations); and

(g) In short, the Reorganized Debtors are not prepared to abandon the Harker Palmer LOI, which they believe to be the only pending, actionable proposal available to them (and which has included non-refundable payments and promises subject only to upon the Court's approval of the Harker Palmer LOI) to pursue an extremely risky, non-binding,

contingency-filled proposal that does not include the payment of sufficient, up front, non-refundable monies for the Reorganized Debtors to commence negotiations (let alone repay the deposits made by Harker Palmer). Rather, the Reorganized Debtors, in their business judgment, have elected to continue pursuing the Harker Palmer LOI.

CONCLUSION

34. I believe approval of the relief requested in the Motion is in the best interests of all stakeholders and respectfully request that the Court grant all relief requested in the Motion and such other further relief as may be just.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: April 28, 2025
New York, NY

/s/ Jamie Greer

Jamie Greer

Exhibit A

**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 Plan	
Implementation of the Modified Plan	<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>
<p>Fees and Costs</p>	<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>
<p>Termination</p>	<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

Exhibit B

**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 C



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

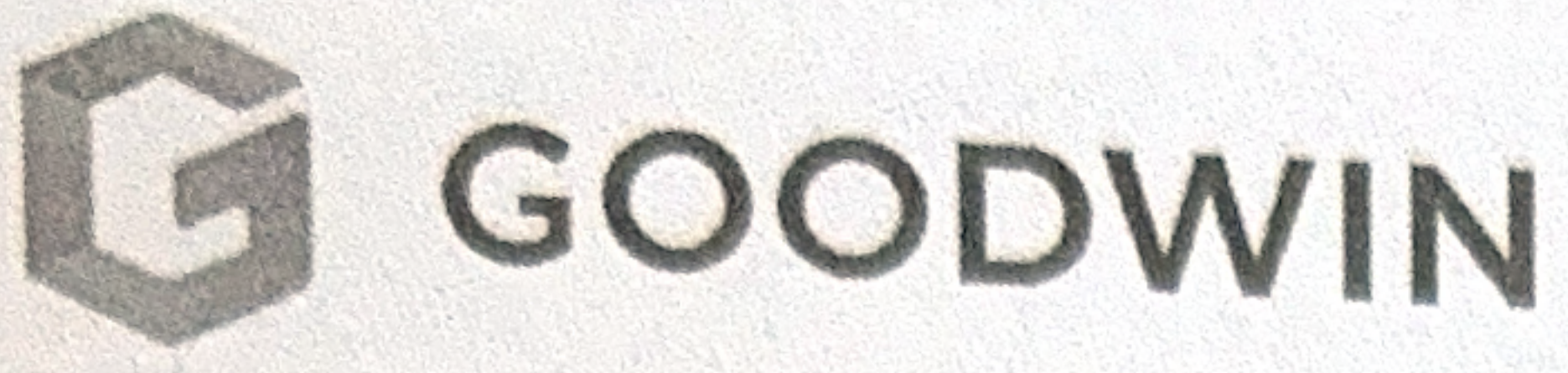
MHG/ajc

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.

Exhibit D

Accounts Pay & transfer Collect & deposit Investments Account management Security

Overview / Account: [REDACTED]

[REDACTED]
HARRER PALMER INVESTORS LLC

\$1,450,000.00 Account & routing number
Available balance

\$1,450,000.00 Present balance	\$0.00 Available credit	\$1,450,000.00 Available plus credit
--	-----------------------------------	--

Statements Paperless Transfer money More ▾

Uncollected funds Total \$0.00

Exhibit E

FTW Chicken Innovations LLC - Letter of Intent (LOI)

Date: April 23, 2025

Via Email

Jamie Greer, CEO
Sticky's Holdings LLC
21 Maiden Lane
New York, NY 10038

cc:

- John Weiss, Debtor's Counsel (Pashman Stein Walder Hayden, P.C.)
 - Natasha Songonuga, Subchapter V Trustee (Archer & Greiner, P.C.)
 - Joseph Cudia & Jon Lipshie (USTP)
 - Roger Iorio (Cole Schotz, P.C.) (Investors' Counsel)
 - Andrea Boggio (FTW Counsel)
-

1. LOI for Acquisition of Assets

FTW Chicken Innovations LLC ("FTW") hereby submits this non-binding Letter of Intent ("LOI") detailing our total commitment of \$4,533,559 to acquire substantially all of the assets of Sticky's Holdings LLC and its subsidiaries and continue the business as a going concern.

Investors. This transaction is funded by Igor Steve Ostromogilsky and Robert Kelman (together, the "Investors"). The Investors' funding underpins FTW's earnest money, credit facility and guarantee obligations, and their bank-confirmation letters (Exhibit A) demonstrate that the full \$4,533,559 is unencumbered and immediately available. **Upon entry of the definitive transaction documents, the Investors will hold 60% of FTW's issued and outstanding units and exercise majority governance control.**

FTW's plan will:

- Fully fund all post-confirmed liabilities
 - Assume the unexpired leases.
 - Provide immediate liquidity via a committed credit facility to continue operations.
 - Backstop future plan payments with an unconditional guarantee.
-

2. Transaction Overview

Asset Acquisition. FTW will acquire substantially all of the assets of the Debtors (the “Assets”) pursuant to a definitive § 363 Purchase Agreement, free and clear of all liens, claims, and interests. FTW shall be deemed a good-faith purchaser under § 363(m).

Brand & Operations. All Sticky’s restaurants remain open and branded “Sticky’s,” preserving ~100 jobs and all the New York and New Jersey locations.

Lease & Contract Assignments. Concurrently with the § 363 Sale Motion, the Debtors will file a § 365 notice identifying all unexpired leases and executory contracts to be assumed and assigned to FTW, together with proposed cure amounts. Absent a timely objection, the Bankruptcy Court will authorize assumption and assignment at closing under § 365.

3. Purchase Price for the Assets (\$2,513,579 *plus* the guarantee referenced below)

The cash portion of the Purchase Price shall be sufficient to satisfy the following obligations of the Debtors:

(a) \$150,000: Advance for professional fees & ordinary-course expenses incurred post-March 4, 2025.

(b) \$400,000: Cover April 2025 rent obligations (\$250,000) and trustee/legal fees (\$150,000).

(c) \$450,000: Refundable deposit reserved exclusively for confirmed plan payments due Jan 1–Dec 31, 2025.

(d) \$50,000: Administrative/legal fees

(e) \$464,027: Feb/Mar 2025 rent

(f) \$713,288: Vendor payables

(g) \$39,756: KCC/Veritas fees

(h) \$14,495: Lease & loan arrears

(i) \$232,013: May 2025 rent

4. FTW Line of Credit

Advance Amount: FTW will draw up to \$1,513,579 under its credit facility to fund a portion of the purchase price. The balance of the purchase price will be funded through equity.

Use of Proceeds: Proceeds of the line of credit will be used to pay a portion of the purchase price and to fund working capital.

Remaining Facility Capacity: After the closing, up to \$1,000,000 remains available for general working-capital use.

5. Guarantee of Future Plan Payments

Investors shall guarantee up to \$1,019,980 of confirmed plan payments due in 2026 (\$502,631) and 2027 (\$517,349). Their guarantee shall be unconditional and binding upon entry of the Sale Order.

6. Anticipated Timeline & Due Diligence

1. **Fri 4/25:** Seller's Board approves LOI
2. **Mon 4/28:** Final due diligence window opens (store visits, lease checks, systems review) and Debtor files omnibus "Sale & Assumption" motion (seeking § 363 sale, § 365 assumption/assignment, and LOI approval) plus Motion to Shorten Notice (14-day sale notice; 7-day cure notice)
3. **Tue 4/29:** Serve 2002 Notice of Sale & Cure Schedule on service matrix
4. **Wed 4/30:** File proposed Order approving shortened notice (with certificate of counsel)
5. **Thu 5/1:** Clerk enters Order shortening sale notice and cure notice
6. **Fri 5/9:** Due-diligence deadline: store visits, lease checks, systems review, etc. complete
7. **Mon 5/12:** Proposed hearing: omnibus hearing on LOI approval, Sale Order (§ 363), Assumption Order (§ 365) Upon Entry.
8. **Fri 5/16** Anticipated Closing Date

7. Conditions Precedent

- Execution of definitive Purchase Agreement and related documents
 - Bankruptcy Court approval of Omnibus Sale & Assumption motion
 - Satisfactory completion of due diligence by 5/9
-

8. Proof of Funds & Incorporation of Terms Sheet

- **Investors & Bank Letters:** Igor Steve Ostromogilsky & Robert Kelman
- **Proof of Funds:** Bank-confirmation letters from:
 - **Fidelity Investments**, Ostromogilsky Family LLC (Acct ZXXXXXX5145)
 - **Charles Schwab**, Robert Kelman & Linda Corradina (Acct 9XXXXXX5102)

These bank letters together confirm \geq \$4,548,695 unencumbered, reserved exclusively for this transaction. (See *Exhibit A.*)

9. Confidentiality

Each party shall hold in strict confidence all non-public information (“Confidential Information”) received from the other party and shall not disclose such information to any third party without the disclosing party’s prior written consent, except to its own officers, directors, employees, affiliates, legal counsel, financial advisors, and accountants who have a bona fide need to know such information to evaluate or consummate the transactions contemplated hereby; **provided, however, that no director or officer of the Debtors who has recused himself or herself from matters relating to these transactions (or who is otherwise subject to a disclosed conflict) shall receive or have access to any Confidential Information.**

10. MISCELLANEOUS

10.1 Governing Law

This LOI and all related definitive documents shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law.

10.2 Expiration

This LOI shall automatically expire at 11:59 PM (ET) on May 30, 2025, unless extended by mutual written agreement of the parties.

10.3 Counterparts and Electronic Execution

This LOI may be executed in multiple counterparts (including by facsimile, PDF, or other electronic signature methods), each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

10.4 Non-Binding

All other provisions of this LOI are non-binding and solely for discussion purposes. Neither party shall have any obligation to negotiate or enter into any definitive agreement except as to the binding sections set forth above upon execution of this LOI.

This LOI represents a statement of general intent only and does not reference all of the terms, conditions, representations, warranties, indemnities, covenants, and other provisions that would be contained in the documents for the proposed transaction. Except with respect to the obligations set forth in the terms of this Section 10, each of which provisions shall be binding on the parties hereto, this LOI does not purport to be and does not constitute a binding agreement or an offer capable of being accepted, and, none of the parties hereto or any of their respective affiliates will have any legal obligation under this LOI unless and until definitive agreements are executed and delivered by the applicable parties or their respective affiliates, as applicable. No past, present or future action, course of conduct, or failure to act relating to the transactions referenced in this LOI or relating to the negotiation of the terms of such transactions will give rise to or serve as the basis for any obligation or other liability on the part of the parties hereto or any of their respective affiliates.

11. Exhibits

- **Exhibit A:** Bank Confirmation Letters (Proof of Funds)
-

FTW Chicken Innovations LLC

By: _____
Name: Paul Abrahamian, Manager

Date: April 23, 2025

Sticky's Holdings LLC

By: _____
Name: Jamie Greer, CEO

Date: April 23, 2025