

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

In re:

PINSTripES HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11677 (____)

(Joint Administration Requested)

Hearing Date:
To be Determined

Objection Deadline:
To be Determined

**DEBTORS' FIRST (1ST) OMNIBUS MOTION FOR ENTRY OF AN ORDER
AUTHORIZING (I) REJECTION OF CERTAIN UNEXPIRED LEASES OF
NONRESIDENTIAL REAL PROPERTY AND AN EXECUTORY CONTRACT,
EFFECTIVE AS OF THE PETITION DATE; (II) ABANDONMENT OF ANY
REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED
PREMISES, EFFECTIVE AS OF THE PETITION DATE;
AND (III) GRANTING RELATED RELIEF**

**EACH LANDLORD RECEIVING THIS MOTION SHOULD LOCATE
ITS NAME AND LEASE IN THE SCHEDULE ATTACHED TO THE
PROPOSED ORDER AS EXHIBIT 1.**

**THE COUNTERPARTY RECEIVING THIS MOTION SHOULD LOCATE ITS
RESPECTIVE NAME AND CONTRACT DESCRIPTION
IN THE SCHEDULE ATTACHED TO THE PROPOSED ORDER AS EXHIBIT 2.**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) hereby submit this motion (this “**Motion**”) for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), authorizing the Debtors to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Pinstripes Holdings, Inc. (6699); Pinstripes, Inc. (8608); Pinstripes Hillsdale LLC (6064); Pinstripes at Prairiefire, Inc. (7018); and Pinstripes Illinois, LLC (6432). For purposes of these chapter 11 cases, the Debtors’ service address is 1150 Willow Road, Northbrook, Illinois 60062.

(a) reject (i) those certain unexpired leases of nonresidential real property (collectively, including any amendments or modifications thereto, the “**Rejected Leases**”) set forth on Exhibit 1 to the Proposed Order effective as of the Petition Date (as defined below) and (ii) that certain executory contract (including any amendments or modifications thereto, the “**Rejected Contract**,” and, collectively with the Rejected Leases, the “**Rejected Agreements**,” and the counterparties to such Rejected Agreements, the “**Counterparties**” and, each, a “**Counterparty**”)² set forth on Exhibit 2 to the Proposed Order effective as of the Petition Date (as defined below), and (b) abandon, effective as of the Petition Date, any personal property of the Debtors, including, but not limited to, furniture, fixtures, and equipment (collectively, the “**Remaining Property**”) located, as of the Petition Date, on any of the premises subject to the Rejected Leases (collectively, the “**Premises**”).

In support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over this matter 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 (the “**Amended Standing Order**”). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the

² The inclusion of any contract, lease, sublease, or other agreement on Exhibits 1 and 2 to the Proposed Order is not intended as, nor shall be deemed to constitute, an admission by the Debtors or their estates that such contract, lease, or other agreement is or is not an executory contract or unexpired lease or that such contract, lease, or other agreement did not expire prior to the Petition Date in accordance with its own terms. The Debtors and their estates reserve any and all rights, claims, and defenses with respect to the characterization of the Rejected Agreements under section 365 of the Bankruptcy Code, applicable non-bankruptcy law, or otherwise, including, without limitation, any and all rights to argue that the Rejected Agreements do not constitute executory contracts or unexpired leases and that the Rejected Agreements expired prior to the Petition Date.

District of Delaware, the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that the Court would lack Article III jurisdiction to enter such final judgment or order absent consent of the parties.

2. The statutory and legal predicates for the relief requested herein are sections 105(a), 365(a) and 554(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), and Rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

BACKGROUND

3. On the date hereof (the “**Petition Date**”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No official committees have been appointed in these chapter 11 cases and no request has been made for the appointment of a trustee or an examiner. Simultaneously herewith, the Debtors have filed a motion seeking to have these chapter 11 cases jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

4. Additional information regarding the Debtors’ businesses, their capital structure, and the circumstances leading to the filing of these chapter 11 cases is set forth in the *Declaration of James Katchadurian in Support of Chapter 11 Petitions and First Day Motions* (the “**First Day Declaration**”).³

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

I. THE REJECTED LEASES

A. Rejection of the Rejected Leases

5. As set forth in further detail in the First Day Declaration, the Debtors operate in a niche segment of the restaurant industry, pairing scratch Italian-American cuisine with bowling, bocce, and private events. The Debtors currently have eight (8) operating restaurants located in California, Illinois, Maryland, Minnesota, Ohio, and Washington, D.C.

6. As described in the First Day Declaration, prior to the commencement of these chapter 11 cases, the Debtors' management, the lender parties to the support agreement (the "**Support Agreement**" and the lender parties thereto, the "**Consenting Lenders**"), and CR3 Partners, LLC ("**CR3**") engaged in a comprehensive review of the financial performance of the Debtors' restaurants and an analysis of their real estate lease portfolio and identified certain restaurant locations that were not (i) profitable or (ii) consistent with the Debtors' go-forward business plan, and locations that are not to be acquired pursuant to the Stalking Horse Bid. The Debtors' management, in consultation with CR3, considered all possible strategies to alleviate the onerous obligations associated with all of the Debtors' leases, including, among other things, exploring the market for a sale or assignment of such leases or renegotiating their terms. Unfortunately, based on the extensive pre-petition marketing process that was undertaken, the Debtors' management and CR3 believe that it was in the exercise of their business judgment to close the locations subject to the Rejected Leases prior to the Petition Date and that the applicable leases should now be rejected, as no value maximizing alternatives exist given the significant costs associated with such leases.

7. As noted above, the restaurants subject to the Rejected Leases were either closed immediately prior to the Petition Date or were under construction and not operational. To avoid incurring unnecessary administrative expenses in these chapter 11 cases for locations that are

inconsistent with the Debtors' go-forward business plan, the Debtors abandoned and/or surrendered possession of the Premises subject to each Rejected Lease on the date hereof, prior to the commencement of these chapter 11 cases, and delivered notices to each Counterparty to the Rejected Leases (collectively, the "**Landlords**") indicating their surrender of the premises (the "**Surrender Letters**"), together with keys and other pertinent information. The Surrender Letters notified the Landlords that the Debtors were unequivocally surrendering possession of the Premises and abandoning any Debtor-owned personal property as of such time. The Debtors have determined, in their business judgment, that rejection of the Rejected Leases, effective as of the Petition Date, is beneficial to their estates and all of their stakeholders because the Rejected Leases are restaurant locations that have either been closed or are under construction and not generating revenue for the Debtors' business and are inconsistent with the Debtors' go-forward business plan and obligations under the Support Agreement and Stalking Horse Bid. Moreover, as further explained below, certain of the assets located at the Rejected Leases constitutes Granite Priority Collateral (as defined below) and the Debtors believe that the value of such property is significantly less than the aggregate amount of secured debt held by the Granite Lenders (as defined below). In other words, the Debtors believe that they have no remaining interest in such to-be-abandoned property.

B. Abandonment of Any Remaining Property at the Premises and Modification of the Automatic Stay

8. Certain Remaining Property may be located at the Premises subject to the Rejected Leases. Relative to its value, the Debtors expect that it will be difficult or expensive to remove and/or store the Remaining Property such that the economic benefits of removing and/or storing some or all of the Remaining Property will be exceeded by the attendant costs thereof; especially given that certain Remaining Property constitutes Granite Priority Collateral (as defined below)

and that the value of such property does not exceed the debt owed to the Granite Lenders (as defined below). Therefore, in connection with abandoning and surrendering the Premises as of the Petition Date, the Debtors intend to abandon the Remaining Property, and, accordingly, request Court approval to do so effective as of the Petition Date.

9. As set forth in the First Day Declaration and above, some or all of the restaurant locations that were closed pre-petition contained equipment, furniture, fixtures, or other collateral (the “**Granite Priority Collateral**”) subject to the liens granted to the lender parties (the “**Granite Lenders**”) to that certain Loan and Security Agreement, dated April 19, 2023. To the extent applicable, and out of an abundance of caution, the Debtors agree to modify the automatic stay pursuant to section 362(d) of the Bankruptcy Code (the “**Automatic Stay**”) to allow the Granite Lenders to retrieve the Granite Priority Collateral from the Premises. Upon information and belief, the Granite Lenders have already been in contact with the applicable Landlords regarding such retrieval.

II. THE REJECTED CONTRACT

10. The Debtors have identified the Rejected Contract as a contract they no longer need because such contract is no longer necessary or economically beneficial to the Debtors’ business affairs, will not be assumed and assigned as part of any sale process (and is not subject to the Stalking Horse Bid), and is not otherwise beneficial to their estates. Accordingly, the Debtors have determined that rejecting the Rejected Contract, effective as of the Petition Date, is an appropriate exercise of their business judgment and in the best interest of their estates to avoid

potentially incurring further costs and expenses that would only undermine the Debtors' efforts to minimize costs and maximize value of the estates for the benefit of all creditors.

RELIEF REQUESTED

11. By this Motion, the Debtors seek entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors to (a) reject the Rejected Leases, effective as of the Petition Date; (b) abandon the Remaining Property located on the Premises, effective as of the Petition Date; and (c) reject the Rejected Contract, effective as of the Petition Date. In light of the Debtors' efforts to preserve and maximize the value of their estates, and to avoid incurring costs and expenses associated with the surrendered Premises associated with the Rejected Leases and an unnecessary contract, the Debtors submit that this relief is necessary and appropriate.

BASIS FOR RELIEF

I. REJECTION OF THE REJECTED AGREEMENTS REFLECTS THE DEBTORS' SOUND BUSINESS JUDGMENT

12. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor-in-possession "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The purpose behind section 365(a) is "to permit the trustee or debtor-in-possession to use valuable property of the estate and to renounce title to and abandon burdensome property." *In re Republic Airways Holdings Inc.*, 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016) (quoting *In re Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993)); *see also In re Exide Techs.*, 607 F.3d 957, 967 (3d Cir. 2010) ("Courts may use § 365 to free a [debtor] from burdensome duties that hinder its reorganization."); *N.L.R.B. v. Bildisco and Bildisco (In re Bildisco)*, 465 U.S. 513, 528 (1984) ("[t]he authority to reject an executory contract is vital to the basic purpose to a Chapter 11

reorganization, because rejection can release the debtor's estate from burdensome obligations that can impede a successful reorganization.”). Pursuant to Bankruptcy Rule 6006(f), a trustee or debtor in possession may file a motion for the authority to reject multiple leases. Fed. R. Bankr. P. 6006(f).

13. The standard applied by courts to determine whether the assumption or rejection of an unexpired nonresidential lease should be authorized is the “business judgment” test, which requires a debtor to have determined that the requested assumption or rejection would be beneficial to its estate. *See Grp. of Institutional Invs. v. Chi., Milwaukee St. Paul & Pac. R.R.*, 318 U.S. 523, 550 (1943) (noting that “the question whether a lease should be rejected...is one of business judgment”); *In re Bildisco*, 682 F.2d 72, 79 (3d Cir. 1982), *aff'd*, 465 U.S. 513 (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”); *accord In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003).

14. In applying the business judgment standard, bankruptcy courts give deference to a debtor's decision to assume or reject leases. *See, e.g., Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39–40 (3d Cir. 1989) (affirming the rejection of a service agreement as a sound exercise of the debtor's business judgment when the bankruptcy court found that such rejection would benefit the debtors' estate); *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (“[A] debtor's decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim, or caprice.”).

15. Rejection of the Rejected Agreements is well within the Debtors' business judgment and will serve to maximize the value of their estates. With respect to the Rejected Leases, the Debtors no longer use the Premises, which are comprised of closed restaurants or

restaurants under construction that are not subject to the Stalking Horse Bid or sale process. Even prior to the surrender of the Premises, certain of the restaurants associated with the Rejected Leases were under construction and not yet operational or generating revenue. Moreover, other restaurants associated with the Rejected Leases are not consistent with the Debtors' go-forward business plan and do not confer a sufficient economic benefit to the Debtors' estates. As explained above, the Debtors delivered the Surrender Letters, together with keys and other pertinent information, as applicable, to each Landlord, which were delivered prior to the commencement of these chapter 11 cases. The Surrender Letters notified the Landlords that the Debtors were surrendering possession of the Premises and abandoning any Debtor-owned personal property in conjunction therewith.

16. Additionally, this Motion, which is being served on the Landlords and/or their agents or representatives and the Granite Lenders by overnight delivery and electronic mail (where available), is a statement to such Landlords and the Granite Lenders that the Debtors are unequivocally surrendering their interests in the Rejected Leases (and underlying leasehold) as of the Petition Date and abandoning any Debtor-owned personal property. Similarly, with respect to the Rejected Contract, the Debtors have analyzed the terms of the Rejected Contract, determined that such agreement does not provide the Debtors any material benefit and should be rejected to cut off the potential incurrence of additional administrative cost or expenses during these chapter 11 cases.

II. THE COURT SHOULD DEEM THE REJECTED AGREEMENTS REJECTED EFFECTIVE AS OF THE PETITION DATE

17. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. *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”); *see also In re CCI Wireless, LLC*, 297 B.R. 133, 138 (D. Colo. 2003) (noting that section 365 “does not prohibit the bankruptcy court from allowing the rejection of leases to apply retroactively”).

18. Courts have held that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date prior to entry of an order authorizing such rejection where the balance of equities favors such relief. *See In re Thinking Machs. Corp.*, 67 F.3d 1021, 1029 (1st Cir. 1995) (stating that “rejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a rejection to operate retroactively”); *In re Chi-Chi’s, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating “the court’s power to grant retroactive relief is derived from the bankruptcy court’s equitable powers so long as it promotes the purposes of § 365(a)”); *In re CCI Wireless, LLC*, 297 B.R. at 140 (holding that a “court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”).

19. Here, the equities of these chapter 11 cases favor the Court’s approval of the retroactive rejection of the Rejected Agreements to the Petition Date. Without such relief, the Debtors will potentially incur unnecessary administrative expenses related to the Rejected Agreements—agreements that provide no benefit to the Debtors’ estates since the Debtors no longer enjoy any benefits under the Rejected Agreements and, accordingly, are not generating any revenue to offset contract or lease obligations. *See* 11 U.S.C. § 365(d)(3).

20. Moreover, the Counterparties will not be unduly prejudiced if the Rejected Agreements are rejected effective as of the Petition Date because the Debtors have served this Motion on the Counterparties and/or their agents or representatives by electronic mail and/or facsimile (if known), on the date hereof, and by overnight mail, the following day, stating that the

Debtors intend to reject the Rejected Agreements effective as of the Petition Date. Furthermore, with respect to the Rejected Leases, the Debtors have, on or before the Petition Date, turned over the keys to the Premises to the Landlords or their representatives and abandoned the Premises, and in conjunction therewith indicated that they were surrendering possession of the Premises as a result thereof.

21. Accordingly, based on the Debtors' desire to eliminate the potential for administrative claims against their estates, and to avoid the potential alleged accrual of any further obligations under the Rejected Agreements, the Debtors respectfully submit that the retroactive rejection of the Rejected Agreements as of the Petition Date is appropriate.

III. ABANDONMENT OF ANY REMAINING PROPERTY AS OF THE APPLICABLE LEASE REJECTION DATE IS AUTHORIZED BY SECTION 554(a) OF THE BANKRUPTCY CODE, AND MODIFICATION OF THE AUTOMATIC STAY IS AUTHORIZED BY SECTION 362 OF THE BANKRUPTCY CODE

22. 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 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. *Id.*

23. Before deciding to abandon any Remaining Property, at all times prior to the Petition Date, the Debtors determined that the costs of moving and storing such Remaining Property outweighed any benefit to the Debtors’ estates, especially given that much of the property is Granite Priority Collateral and the Granite Lenders are owed significantly more than the current

value of the property. Further, any efforts by the Debtors to move or market the Remaining Property would have unnecessarily delayed the Debtors' rejection of the Rejected Leases.

24. To facilitate the Debtors' abandonment of the Remaining Property and the Granite Lenders' retrieval of the Granite Priority Collateral, the Debtors also request a modification of the Automatic Stay for "cause," to the extent applicable and out of an abundance of caution, to (i) permit the relevant Landlords to dispose of any Remaining Property without further notice or any liability to the Debtors or any consenting third parties and, to the extent applicable, permit the Granite Lenders to remove the Granite Priority Collateral from the Premises associated with each applicable Rejected Lease.

25. Accordingly, the Debtors respectfully submit that the Court deem the Rejected Leases rejected effective as of the Petition Date and authorize the Debtors to abandon the Remaining Property as of such date consistent with the relief sought herein.

COMPLIANCE WITH BANKRUPTCY RULE 6006(f)

26. Bankruptcy Rule 6006(f) establishes requirements for a motion to reject multiple executory contracts or unexpired leases that are not between the same parties. Rule 6006(f) states, in part, that such motion shall:

- a. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- b. list parties alphabetically and identify the corresponding contract or lease;
- c. specify the terms, including the curing of defaults, for each requested assumption or assignment;
- d. specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;
- e. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- f. be limited to no more than 100 executory contracts or unexpired leases.

The Debtors respectfully submit that the relief requested in this Motion complies with the requirements of Bankruptcy Rule 6006(f).

RESERVATION OF RIGHTS

27. Nothing in the Proposed Orders or this Motion: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates; or (c) shall be construed as a promise to pay a claim.

NOTICE

28. Notice of this Motion will be given to: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the DIP Agent and Existing Silverview Agent; (c) counsel to the Granite Lenders, via overnight mail; (d) Edge Communications Solutions LLC or its counsel, if known, via overnight mail; (e) the creditors listed on the Debtors' consolidated list of thirty (30) creditors holding the largest unsecured claims against the Debtors; (f) the United States Attorney for the District of Delaware; (g) the Internal Revenue Service; (h) the state attorneys general for states in which the Debtors conduct business; (i) the United States Securities and Exchange Commission; (j) the Counterparties or their counsel, if known, via overnight mail; and (k) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: September 8, 2025
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

/s/ Mariam Khoudari

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*Proposed Counsel for the Debtors
and Debtors in Possession*

EXHIBIT A

Proposed Order

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

In re:

PINSTripES HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11677 (____)

(Jointly Administered)

Ref. Docket No. ____

**FIRST (1ST) OMNIBUS ORDER AUTHORIZING (I) REJECTION OF CERTAIN
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND AN
EXECUTORY CONTRACT, EFFECTIVE AS OF THE PETITION DATE;
(II) ABANDONMENT OF ANY REMAINING PERSONAL PROPERTY
LOCATED AT THE LEASED PREMISES, EFFECTIVE AS OF THE
PETITION DATE; AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of an order (this “**Order**”) authorizing the Debtors (a) to reject the Rejected Leases set forth on **Exhibit 1** to this Order, effective as of the Petition Date, (b) abandon, effective as of the Petition Date, any Remaining Property located on any of the Premises subject to the Rejected Leases, (c) to reject the Rejected Contract set forth on **Exhibit 2** to this Order, effective as of the Petition Date, and (d) granting related relief, all as more fully set forth in the Motion; and upon consideration of the record of these chapter 11 cases; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required except as otherwise provided herein; and it appearing that this Court has jurisdiction to consider the Motion in accordance with

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Pinstripes Holdings, Inc. (6699); Pinstripes, Inc. (8608); Pinstripes Hillsdale LLC (6064); Pinstripes at Prairiefire, Inc. (7018); and Pinstripes Illinois, LLC (6432). For purposes of these chapter 11 cases, the Debtors’ service address is 1150 Willow Road, Northbrook, Illinois 60062.

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

28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and their creditors; and after due deliberation and sufficient cause appearing therefore, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED**, as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Agreements, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected by the Debtors, with such rejection being effective as of the Petition Date.
3. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
4. The Debtors are authorized, but not directed, to abandon the Remaining Property that is owned by the Debtors and located on the Premises. Any furniture, fixtures, or equipment, or other personal property remaining on the Premises as of the Petition Date is deemed abandoned effective as of the Petition Date without further order of this Court, free and clear of all liens, claims, interests, or other encumbrances. The Landlords to each Rejected Lease are authorized to use or dispose of any such property in their sole discretion, without notice or liability to the Debtors or any consenting third party and without further notice or order of this Court and, to the extent applicable, the Automatic Stay is modified to allow such disposition and to allow the Granite

Lenders to remove the Granite Priority Collateral from the Premises associated with each Rejected Lease.

5. If the Debtors have deposited monies with a Counterparty to a Rejected Lease set forth on **Exhibit 1** hereto as a security deposit or other arrangement, such Counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.

6. Any person or entity that holds a claim that arises from the Rejected Agreements must file a proof of claim based on such rejection within thirty (30) days of the date hereof.

7. Nothing in this Order: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates; or (c) shall be construed as a promise to pay any claim.

8. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

9. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

10. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT 1**Rejected Leases**

| Landlord | Landlord Address | Rejected Lease Address |
|--|---|--|
| AH-River East, LLC, c/o Group Fox, Inc. | 2600 West Montrose St. Chicago, IL 60625 with a copy to Group Fox, Inc. 445 East Illinois St., Suite 332 Chicago, IL 60611 Attn: Brian J. Pleviak | 435 East Illinois Street Chicago, IL 60611 |
| Agave Plaza Retail, LLC | 2901 Ponce de Leon Blvd., 3rd Floor Coral Gables, FL 33133 with a copy to Bilzin Sumberg Baena Price & Axelrod LLP 1450 Brickell Ave., 23rd Floor Miami, FL 33131 Attn: Jon Chassen, Esq. | 30007 Ponce de Leon Coral Gables, FL 33134 |
| Bellevue Investors II, LLC | 505 5th Ave. S, Suite 900 Seattle, WA 98104 with a copy to Stoel Rives LLP 600 University St., Suite 600 Seattle, WA 98101 Attn: Joseph E. Delaney | 555 108th Avenue Northeast Bellevue, WA 98004 |
| City Investors XIV, LLC | 505 5th Ave., S, Suite 900, Seattle, WA 98104 with a copy to Stoel Rives LLP 600 University St., Suite 600 Seattle, WA 98101 Attn: Joseph E. Delaney | 901 Fairview Avenue North Building A Seattle, WA 98109 |

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| Clearfork Retail Venture, LLC | <p>M.S. Management Associates, Inc. 225 West Washington St. Indianapolis, IN 46204 Attn: David J. Contis</p> <p>with a copy to</p> <p>Cassco Development Co., Inc. 5200 South Hulen St., Suite 614, Fort Worth, TX 76109</p> | 5001 Trailhead Bend Way Fort Worth, TX 76109 |
| Macerich HHF Broadway Plaza, LLC | <p>1275 Broadway Plaza Walnut Creek, CA 94596 Attn: Cassie Malayil and Center Manager</p> <p>with a copy to</p> <p>Correspondence Routing System/Legal Department PO Box 2172 401 Wilshire Blvd., Suite 700 Santa Monica, CA 90407 Attn: Correspondence Routing System/Legal Department</p> | 1115 Broadway Plaza Walnut Creek, CA 94596 |
| MC Prairiefire, LLC | <p>6240 West 135th St., Suite 200 Overland Park, KS 66223 Attn: Fred L. Merrill, Jr.</p> <p>with a copy to</p> <p>Bowers March Schulte & Weisenfels 4510 Belleview, Suite 300 Kansas City, MO 64111 Attn: John R. Weisenfels</p> | 13500 Nall Avenue Overland Park, KS 66223 |
| Norwalk Land Development, LLC | <p>PO Box 860074 Minneapolis, MS 55486</p> <p>with a copy to</p> <p>The SoNo Collection 350 North Orleans St. Suite 300, Chicago, IL 60654 Attn: General Manager</p> | 100 North Water Street Norwalk, CT 06854 |

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| Seritage SRC Finance, LLC | 500 5th Ave., Suite 1530 New York, NY 10110 Attn: Executive Vice President, Operations & Leasing and Eric Dinenberg | 19505 Biscayne Boulevard Miami, FL 33180 |
| STJTC II, LLC | 225 West Washington St. Indianapolis, IN 46204 | 10274 Buckhead Branch Drive #101 Jacksonville, FL 32246 |
| Thor Kirby 3 Group, LLC | 25 West 39th St., 11th Floor New York, NY 10018 Attn: Just A. Xenitelis, Esq. | 3300 Kirby Drive Houston, TX 77098 |
| Vineland Pointe Owner LLC | O'Connor Capital Partners 535 Madison Ave., 6th Floor New York, NY 10022 Attn: Chief Financial Officer with a copy to Law Offices of David Skrilow 250 Park Ave., Suite 2050 New York, NY 10177 Attn: David Skrilow, Esq. | 11643 Daryl Carter Parkway Orlando, FL 32821 |
| Westfield Garden State Plaza, LP | 2049 Century Park East, 41st Floor Los Angeles, CA 90067 Attn: Laurie Yoo and Legal Department | 1 Garden State Plaza Paramus, NJ 07652 |
| Westfield Topanga Owner, LLC | 2049 Century Park East, 41st Floor Los Angeles, CA 90067 Attn: Laurie Yoo and Legal Department | 21851 West Victory Boulevard Canoga Park, CA 91303 |

EXHIBIT 2

Rejected Contract

| Title of Contract | Counterparty | Address |
|--------------------------|---------------------|---|
| Engagement Letter | Piper Sandler & Co. | 800 Nicollet Mall, Suite 900 Minneapolis, MN 55402 |