

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

In re:	)	
	)	Chapter 11
T&S FOOD SERVICES II, LLC, <sup>1</sup>	)	Case No. 25-11178 (TMH)
	)	
Debtor.	)	<b>Re: Docket Nos. 110 &amp; 136</b>
	)	
	)	<b>Objection Deadline: Dec. 8, 2025</b>

**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF  
CERTAIN EXECUTORY CONTRACTS OR UNEXPIRED LEASES  
AND PROPOSED CURE AMOUNTS**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On September 26, 2025, United States Bankruptcy Court for the District of Delaware (the “Court”) entered the *Order(I)(A) Approving Bidding Procedures for the Sale or Sales of the Debtor’s Assets, (B) Approving Assumption and Assignment Procedures, and (C) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtor’s Assets Free and Clear of Liens, Claims, Interests and Encumbrances, and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 110] (the “Bidding Procedures Order”),<sup>2</sup> approving, among other things, the Bidding Procedures, which establish key dates and times relating to the Sale and Bidding Process.

Pursuant to the Bidding Procedures Order and by this notice (the “Cure Notice”), the Debtor hereby notifies you that it has determined, in the exercise of its reasonable business judgment, that each Executory Contract or Unexpired Lease set forth on **Schedule 1** attached hereto (the “Potential Assumption List”) may be assumed (and, if applicable, assigned) effective as of the Closing or such other date as the Debtor and the counterparty or counterparties to such Executory Contracts or Unexpired Leases may agree. **Schedule 1** also includes the cure amounts (the “Cure Amounts”) for each of the Executory Contracts and Unexpired Leases on the Potential Assumption List. The Cure Amounts include all outstanding amounts due under each contract or lease as of November 26, 2025, and do not include any amounts that may come due during the gap period between this Cure Notice and the Sale Hearing.

The Debtor believes that the party to which each applicable Executory Contract or Unexpired Lease may be assigned has the financial wherewithal to meet all future obligations under such Executory Contract or Unexpired Lease and the Debtor will, at the request of the applicable counterparty, use commercially reasonable efforts to provide evidence thereof to such

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 4244 and the Debtor’s mailing address is 201 B West Butler Road, Suite 1101, Mauldin, South Carolina 29662.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures or Bidding Procedures Order, as applicable.

applicable counterparty (and its counsel, if known) thereby demonstrating that the assignee of the Executory Contract or Unexpired Lease has the ability to comply with the requirements of adequate assurance of future performance.

Parties objecting to the proposed assumption and assignment (including a Successful Bidder's proposed form of adequate assurance of future performance or the Cure Amount) must file and serve a written objection (each, a "Cure Objection") so that such objection is filed with the Court and actually received by the following parties no later than **December 8, 2025** with respect to the Sale of the Assets (the "Cure Objection Deadline"): (a) counsel to the Debtor (i) Clark Hill PLC, 824 N. Market Street, Suite 710, Wilmington, Delaware, 19801, Attn: Karen M. Grivner (kgrivner@clarkhill.com), and (ii) Clark Hill PLC, 130 E. Randolph Street, Suite 3900, Chicago, Illinois 60601, Attn: Kevin H. Morse (kmorse@clarkhill.com) and Travis J. Eliason (teliason@clarkhill.com); and (b) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jonathan Lipshie (jon.lipshie@usdoj.gov).

Absent a Cure Objection being timely filed, the assumption of each Executory Contract or Unexpired Lease may become effective as of the Closing, or such other date as the Debtor and the counterparty or counterparties to such executory contract or unexpired lease may agree.

If an objection is timely filed and not withdrawn or resolved, such objection will be heard at the Sale Hearing, or such other date and time as agreed to by the Debtor and the objecting party or ordered by the Court. If such objection is overruled or withdrawn, the applicable Executory Contract or Unexpired Lease shall be assumed as of the Closing or such other date as the Debtor and the counterparty or counterparties to such Executory Contract or Unexpired Lease may agree.

Dated: December 1, 2025

**CLARK HILL PLC**

/s/ Karen M. Grivner

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- and -

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*Counsel for T&S Food Services II, LLC*

**Schedule 1**

<u>Lease Counterparty:</u>	<u>Location/Store Number:</u>	<u>Cure Amount:</u>
Zeal Commercial, LLC	Belleville, IL (#9540)	\$6,318
Denny's, Inc.	St. Louis, MO (#9541)	\$0.00
Denny's, Inc.	St. Peters, MO (#9543)	\$0.00
Denny's, Inc.	Mt. Vernon, IL (#9544)	\$0.00
Denny's, Inc.	Sullivan, MO (#9545)	\$0.00
Denny's, Inc.	Branson, MO (#9546)	\$0.00

**Notes to Schedule 1:**

No executory contracts will be assumed pursuant to the sale of the restaurants. Each purchaser has elected to enter into new contracts with the various contract counterparties.

The Debtor has not found a purchaser for Store #9542 (Metairie, LA) and, as such, will not be assuming the lease for Store #9542. The Debtor is discussing possible options for Store #9542 with Denny's franchisor.

The proposed purchaser for Store #9318 (Lake Charles, LA) is negotiating a new master lease with the current master lessor. The Debtor will be rejecting the sublease with LA Delights, LLC, as sublessor, and entering into a settlement agreement for resolution of all claims and assignment of the master lease.