

EXHIBIT G

FISHERBROYLES®

A LIMITED LIABILITY PARTNERSHIP

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September 6, 2019

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

GLJ, Inc.

MJC Confections LLC

999 South Oyster Bay Road, Building 500

Bethpage, NY 11714

Attn: Craig Fraum

Attn: Matthew Silberstein

Attn: Scott Kocher

Mr. Jeremy Bohrer

Bohrer PLLC

101 Park Avenue, 33rd Floor

New York, New York 10178

jb@bohrerpllc.com

Dear Matt, Craig, Scott and Jeremy,

I write to inform you that Sugarfina, Inc. (collectively, with its subsidiaries, “Sugarfina” or “SGR”) has filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), with the United States Bankruptcy Court for the District of Delaware.

The relationship between GLJ, Inc. and MJC Confections LLC (collectively, “MNS”) and Sugarfina is governed by that certain Services Agreement, dated as of August 11, 2017 (the “Services Agreement”)¹. Also in connection with the Services Agreement, MNS entered into (i) that certain Warehouseman’s Release and Waiver Agreement, dated as of October 2, 2018 (the “Avidbank Lender Release”), with Avidbank, subsequently assigned to SFCC Loan Investors, LLC, and (ii) that certain Warehouseman’s Release and Waiver Agreement, dated January 2019 (the “Goldman Lender Release”), with Goldman Sachs Specialty Lending Holdings, Inc. (collectively, the “Lender Releases”).

Pursuant to sections 362(a)(3), 362(a)(6), and 542(a) of the Bankruptcy Code, you are required to turn over possession of Sugarfina’s property immediately, and failure to do so can result in sanctions, including significant monetary fines. For example, section 542(a) requires immediate delivery of an asset wherever it is shown that “(1) the property is in the possession, custody or control of another entity; (2)

¹ Capitalized terms not otherwise defined herein have the same meaning as in the Services Agreement.

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the property can be used in accordance with the provisions of section 363; and (3) the property has more than inconsequential value to the debtor's estate." *In re Whittick*, 547 B.R. 628, 634 (Bankr. D. N.J. 2016).

The Services Agreement and the Lender Release specifically disclaim any right or title that MNS may have to SGR's property, including the Racking System, the Bailed Equipment, the Merchandise, and the SGR Products. For example, I note the following provisions:

Services Agmt., § 10(c):

All legal title to the Merchandise and the SGR Product shall be vested in and held by SGR, regardless of location and state of said Merchandise or SGR Product. MNS shall be deemed a bailee for such Merchandise and the SGR Product, and shall segregate the Merchandise and SGR Product from any of its property or those of any third party.... To the extent applicable, MNS hereby waives and relinquishes any claims or rights that may arise, by operation of law or otherwise, to assert a possessory interest in or lien on the Merchandise or SGR Product by nature of MNS' possession or control of the Merchandise or SGR Product.

Services Agmt., § 8(c):

SGR may, from time to time, deliver to MNS equipment, machinery, and supplies to be used in connection with the Services (the "Bailed Equipment"). MNS shall not have any title or interest in the Bailed Equipment, and shall hold and use such Bailed Equipment as a bailee only.

Services Agmt., § 8(d):

MNS shall not have any title or interest in the Racking System, and shall hold and use such Racking System as a bailee only.

Lender Releases, § 1:

The Warehouseman hereby waives, releases and relinquishes to the Bank all right, title, interest and claim which the Warehouseman has or may in the future have in, to or against any personal property (including, without limitation, all Inventory, equipment, goods, books and records), whether now owned or hereafter acquired by Borrower and located at any time in the Premises (collectively, the "Goods").

Lender Releases, § 2:

The Warehouseman agrees that the Goods are bailed to the Warehouseman solely for storage and processing purposes and title to such Goods shall at all times remain in the

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Borrower. The Warehouseman shall have no right, title or interest therein and will not, by storing or processing same, acquire any right, title or interest therein.

Lender Releases, § 4:

The Warehouseman waives any and all claims, liens, charges and encumbrances which it now has or may at any time hereafter acquire (whether arising under applicable common law or statute, by contract with the Borrower, or otherwise) in, to, or against any of the Goods in its possession at the Premises. The Warehouseman will not encumber, grant a security interest in, or dispose or sell any of the Goods; provided, however, that Warehouseman may dispose of Goods at the request of Borrower in the ordinary course of business.

Lender Releases, § 7:

So long as this Agreement shall remain in effect, the Warehouseman agrees that it shall not offset or apply any amounts due and owing by the Warehouseman to the Borrower against any indebtedness, obligation or other amount(s) owed to the Warehouseman by the Borrower, whether arising in the ordinary course of business or otherwise, except as described in number five (5) of this Agreement.

In addition, section 6 of the Services Agreement required MNS to fulfill certain Transition Obligations following termination, in order to facilitate the transfer of all of Sugarfina's Merchandise, SGR Product and Bailed Equipment and Racking System to Sugarfina and to minimize any impact and disruption to Sugarfina's supply chain operations. As set forth in Section 6(d)(i) of the Services Agreement, the Transition Obligations include, among other things, the following:

Providing SGR and its Representatives with access to the Merchandise, SGR Product, the Bailed Equipment, and the Racking System, wherever maintained or stored for the duration of the Transition Period (as defined below), with such access to begin immediately and no later than twenty-four hours following expiration of the Term;

Providing SGR and its Representatives with support and services (including labor and equipment) sufficient to prepare and load by expiration of the Transition Period, the Merchandise, the SGR Product, the Bailed Equipment, and Racking System onto trucks to be provided by SGR or its designee(s); provided, however, that SGR must pre-approve any extraordinary expenses; and

Providing SGR and its Representatives with priority access to and use of all loading docks at the New Facility and at least one (1) loading dock at each of the other Facilities where the Merchandise, SGR Product, Equipment, and/or Racking System is located.

These Transition Obligations must be performed regardless of whether MNS disputes the termination or

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grounds for termination of the Services Agreement. As stated in section 6(d)(i) of the Services Agreement:

MNS shall perform the Transition Obligations without regard to the reason for the expiration of the Term. For purposes of this section [6(d)], SGR's determination that the Term has expired (whether resulting from expiration of time, termination or otherwise), shall be conclusive. MNS hereby waives, relinquishes, and forever disclaims any claims or arguments to contest, oppose, or otherwise hinder SGR's determination that the Term has expired.

Your obligations to surrender and/or return Sugarfina's property are clear. Sugarfina therefore demands that MNS immediately release Sugarfina's Merchandise, SGR Product, Bailed Equipment, Racking System and any other property belonging to Sugarfina from the Facility. Within two (2) days following the date hereof, please provide written notice to me stating your willingness to release the same so that we can coordinate the logistics of retrieval. If we have not received such written notice within two (2) days following the date hereof, Sugarfina intends to take any and all action available at law to compel the turn-over of Sugarfina's property and to recoup all damages associated with MNS's breach of the Services Agreement regarding the same.

None of the foregoing shall be construed as a waiver of any rights and remedies Sugarfina may have at law or in equity, and Sugarfina hereby reserves any and all such rights and remedies.

Very truly yours,



Christina H. Bost Seaton