

Exhibit A

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

IN RE:

SUGARFINA INC., *et al.*

Debtors.¹

Chapter 11

Case No. 19-11973 (MFW)

(Jointly Administered)

Re: Docket No. 6, 44

**FINAL ORDER AUTHORIZING: (I) MAINTENANCE OF EXISTING
BANK ACCOUNTS, (II) CONTINUED USE OF EXISTING CASH
MANAGEMENT SYSTEM, AND (III) CONTINUED USE OF BUSINESS
FORMS PURSUANT TO 11 U.S.C. §§ 105, 345, 363, 364, 503, 1107 AND
1108 OF THE BANKRUPTCY CODE**

Upon consideration of the Motion² filed by the Debtors, pursuant to sections 105, 345, 363, 364, 503, 1107 and 1108 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, seeking entry of interim and final orders: (a) authorizing maintenance of existing bank accounts, (b) authorizing continued use of existing cash management system, (c) authorizing continued use of business forms, and (d) providing any additional relief in order to effectuate the foregoing; and upon the First Day Declaration; and upon the statements of counsel in support of the relief requested in the Motion at the hearing before the Court; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and it appearing that venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number or Canadian Revenue Agency, as applicable are (1) Sugarfina, Inc., a Delaware corporation (4356), (2) Sugarfina International, LLC, a Delaware limited liability company (1254) and (3) Sugarfina (Canada), Ltd. (4480). The location of the Debtors' corporate headquarters is 1700 E. Walnut Ave., 5th Floor, El Segundo, California 90245.

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

parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on final basis as set forth herein.
2. The Debtors are authorized, but not directed, to maintain and utilize their existing Cash Management System and Bank Accounts in accordance with the Bank Account Agreements, and to continue to use their Existing Forms without reference to “Debtor in Possession” pursuant to 11 U.S.C. §§ 105(a), 345, and 363.
3. For accounts held by the Debtors at banks that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good faith efforts to cause the banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty (30) days of date of this Order. The U.S. Trustee’s rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.
4. As to Banks that are not a party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall have thirty (30) days (or such additional time as the U.S. Trustee may agree to) from the Petition Date within which to either come into compliance with the U.S. Trustee guidelines and Section 345(b) of the Bankruptcy Code or to make such other arrangements as agreed to by the U.S. Trustee, and that such extension is without prejudice to the Debtors’ right to request a further extension or waiver of the requirements of the U.S. Trustee guidelines or Section 345(b) of the Bankruptcy Code.

5. For all Banks at which the Debtors maintain Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, within fifteen (15) days of the date of entry of the Interim Order, the Debtors shall (i) contact each such Bank, (ii) provide each such Bank with each of the Debtor's employee identification numbers, and (iii) identify each of their Bank Accounts held at such Banks as being held by a debtor in possession in a chapter 11 case.

6. The Banks are authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for all checks drawn on the Bank Accounts which are cashed at the Banks' counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date.

7. The Debtors are authorized to open any new Bank Accounts or close any existing Bank Accounts as it may deem necessary and appropriate in their sole discretion; provided, however, that the Debtors give notice within fifteen (15) days to the Office of the United States Trustee for the District of Delaware and any statutory committees appointed in these chapter 11 cases; provided, further, however that the Debtors shall open any such new Bank Account at banks that have executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

8. The Debtors shall maintain accurate and detailed records of all transfers, including intercompany transfers, so that all transactions may be readily ascertained, traced, recorded properly and distinguished between prepetition and post-petition transactions. The Debtors shall provide reasonable access to such records to the Committee.

9. There shall be no payments on account of prepetition Intercompany Claims or transfers made to non-debtor affiliates (if any) absent further Court order.

10. The Banks are prohibited from honoring any check, draft, wire, or electronic funds transfer presented, issued, or drawn on the Bank Accounts on account of a prepetition claim unless (a) authorized in an order of this Court, as represented to the Banks by the Debtors; (b) not otherwise prohibited by a “stop payment” request received by the Banks from the Debtors; and (c) supported by sufficient funds in the Bank Account in question. The Debtor shall promptly furnish to the Bank a list of those checks, drafts, wires or electronic funds transfers and any other withdrawals made, drawn or issued in payment of prepetition claims, the payment of which has been authorized by any orders of this Court. The Banks are authorized and directed to rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored. The Banks shall not have any liability to any party on account of (a) following the Debtors’ instructions or representations as to any check or other item that may be honored or as to any order of this Court, (b) the honoring of any prepetition check or item to be honored, or (c) an innocent mistake despite implementation of reasonable item handling procedures.

11. The Banks are authorized and directed to honor postpetition checks, if any, drawn and transfers from the Bank Accounts in accordance with the Bank Account.

12. The Banks are granted limited relief from the automatic stay to continue to offset standard monthly or periodic bank fees against the Bank Accounts in the same manner as such fees were offset prepetition.

13. The Debtors are authorized, in their sole discretion, to pay: (a) all undisputed prepetition Cash Management Claims; and (b) any such routine Cash Management Claims that accrue to the Banks postpetition in a monthly aggregate amount not to exceed \$45,000 (excluding merchant/credit card fees).

14. Bank Accounts not identified in the Motion, or opened subsequent to entry of the Cash Management Order, are subject to the terms of such Order. Any other order entered by the Court directing Banks with respect to the Bank Account payment items shall be subject to the terms of the Cash Management Order.

15. The Debtors are authorized but not directed to continue to operate under their Select Merchant Payment Instrument Processing Agreements (both U. S. Agreement with Sugarfina, Inc. and the Global Platform Canadian Merchants agreement with Sugarfina International, LLC; collectively, the “Merchant Processing Agreements”) with JPMorgan Chase Bank, N.A. and Paymentech, LLC (collectively, the “Merchant Processors”). The Debtors are authorized to pay or reimburse the Merchant Processors for any fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Debtors to the Merchant Processors, whether such obligations are incurred prepetition or postpetition, and the Merchant Processors are authorized to receive or obtain payment for such obligations, as provided under, and in the manner set forth in, the Merchant Processing Agreements, including, without limitation, by way of recoupment or setoff without further order of the Court. Any claim which a Merchant Processor may have under the Merchant Processing Agreements shall be entitled to assert, in addition to any other lien, collateral or payment priority rights in support thereof, administrative expense priority status pursuant to Section 503(b) of the Bankruptcy Code.

16. All Banks with which any Debtor maintains Bank Accounts are authorized and directed to follow any instruction of any lender party to a clocked account or control agreement with respect to the disposition of any such accounts (and all deposits therein) maintained with such Bank following the exercise of any remedies of such lender in accordance with the documents and orders evidencing the DIP Financing facility.

17. The Cash Management Claims are granted administrative priority status pursuant to section 503(b) of the Bankruptcy Code.

18. The Debtors are authorized to continue using their existing pre-printed check stock, deposit slips, and related forms without the “Debtor in Possession” designation; provided, however, that if the Debtors are required to generate new checks, deposit slips, and related forms during the pendency of the Cases, then they will include this designation; provided that once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks; provided further that, with respect to checks which the Debtors or their agents print themselves, the Debtors shall begin printing the “Debtor in Possession” legend and the bankruptcy case number on such items within ten (10) days of the date of entry of this Order.

19. Despite use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each debtor, regardless of who pays those disbursements

20. The Debtors are authorized to continue to use their Existing Forms without reference to “Debtor in Possession.”

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

22. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this order.

23. The Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this order.