

# EXHIBIT A

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

In re:

SUGARFINA, INC., et al.,

Debtors.

Chapter 11

Case No. 19-11973 (MFW)

(Jointly Administered)

RE D.I. 24

**ORDER (I) AUTHORIZING DEBTORS TO (A) REJECT CERTAIN UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY NUNC PRO TUNC TO THE PETITION DATE AND (B) ABANDON CERTAIN PERSONAL PROPERTY IN CONNECTION THEREWITH AND (II) GRANTING RELATED RELIEF AND (III) FOR ENTRY OF AN ORDER ESTABLISHING PROCEDURES FOR THE REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the motion (the “Motion”)<sup>1</sup> of Sugarfina, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), for entry of an order (i) authorizing the Debtors to (a) reject the Burdensome Leases, each effective nunc pro tunc to the Petition Date, and (b) abandon any Remaining Property, and (ii) granting related relief, and (III) establishing procedures for the rejection of executory contracts and unexpired leases, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334(b), and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and this Court having held a hearing to consider the relief requested in the Motion (the

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

“Hearing”); and upon the First Day Declaration; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**

1. The Motion is GRANTED to the extent set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Burdensome Leases identified on Schedule 1 attached hereto are hereby rejected nunc pro tunc to the Petition Date.
3. The Debtors do not waive any claims that they may have against any counterparty to the Burdensome Leases, whether or not such claims arise under, are related to the rejection of, or are independent of the Burdensome Leases.
4. With respect to the Burdensome Leases listed on Schedule 1 hereto, any personal property remaining at the leased premises as of the Rejection Date shall be deemed abandoned (the “Abandoned Property”) by the Debtors pursuant to section 554 of the Bankruptcy Code, and the landlord shall be free to dispose of such abandoned property in its sole and absolute discretion, free and clear of all liens, claims, encumbrances and interests, and without any notice or liability to the Debtors or any third parties and without waiver of any claim the landlord may have against the Debtors, or the Debtors or their estates’ right to object thereto, and, to the extent applicable, the automatic stay is modified to allow such utilization and/or disposition. Notwithstanding the foregoing, the Debtors shall remove any hazardous or toxic materials (as such terms are defined in any applicable federal, state, or local law, rule, regulation or ordinance) from the leased premises prior to the Rejection Date. To the extent that the Debtors propose to abandon property that may

contain personal and/or confidential information about the Debtors' employees and/or customers (the "Confidential Information"), the Debtors shall remove the Confidential Information from such items before abandonment.

5. Nothing herein shall prejudice the rights of the Debtors to argue that any of the Burdensome Leases were terminated prior to the Petition Date; that any claim for damages arising from the rejection of the Burdensome Leases is limited to the remedies available under any applicable termination provision of such Burdensome Lease; or that any such claim is an obligation of a third party and not that of the Debtors or their estates.

6. The following Rejection Procedures are hereby APPROVED:

a. Rejection Notice. The Debtors will file a notice (the "Rejection Notice") setting forth the proposed rejection of one or more Contracts and/or Leases and will serve the Rejection Notice via U.S. mail and electronic mail on: (i) the counterparty to the Contract or Lease (the "Counterparty") (and counsel, if known) under the respective Contract of Lease at the last known address available to the Debtors and the notice address reflected in the Contract or Lease; (ii) with respect to Real Property Leases ("Real Property Leases"), any known third party having an interest in personal property located at the leased premises ("Leased Premises"); (iii) any party known to assert a lien in any property subject to the rejected Contract or Lease; (iv) counsel to the Debtors' first lien lender, SFCC Loan Investors, LLC, Loeb & Loeb LLP, 345 Park Avenue, New York, NY 10154, Attn: Vadim J. Rubinstein, vrubinstein@loeb.com; (v) counsel to the Debtors' second lien lender, Goldman Sachs Specialty Lending Group L.P., King & Spalding LLP, 1180 Peachtree Street, Northeast, Suite 1600, Atlanta, Georgia 30309, Attn: W. Austin Jowers, ajowers@kslaw.com; and (vi) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Timothy J. Fox, Esq.), timothy.fox@usdoj.gov, and (v) counsel to the official committee of unsecured creditors: Bayard P.A., 600 N. King Street, Suite 400, Wilmington, DE 19801, Attn: Erin Fay and Justin Alberto, efay@bayardlaw.com and jalberto@bayardlaw.com (collectively, the "Rejection Notice Parties").

b. Content of Rejection Notice. The Rejection Notice shall be substantially in the form attached as Exhibit B. With respect to Real Property Leases, the Rejection Notice shall set forth the following information, to the best of the Debtors' knowledge: (i) the street address of the related real property; (ii) the name and address of the landlord (the "Landlord"); (iii) the date on which the Debtors will vacate (or have vacated) the Leased Premises; and (iv) a brief

description of any personal property or furniture, fixtures and equipment to be abandoned. With respect to all other Contracts or Leases to be rejected, the Rejection Notice shall set forth the following information, to the best of the Debtors' knowledge: (i) the name and address of the Counterparty; and (ii) a brief description of the Contract or Lease to be rejected. All Rejection Notices will be accompanied by a copy of the proposed order approving the rejection of the Contracts and/or Leases set forth on the Rejection Notice (each such order a "Rejection Order").

c. Objections. Should a party in interest object to the Debtors' proposed rejection of a Contract or Lease, such party must file and serve a written objection (an "Objection") so that it is filed with this Court and actually received by the following parties (the "Objection Notice Parties") no later than ten (10) days after the date the Rejection Notice is filed: (i) counsel to the Debtors: Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801 Attn: Brya Keilson, bkeilson@morrisjames.com and Shulman Hodges & Bastian, 100 Spectrum Center Drive; Suite 600 Irvine, CA 92618 Attn: Alan Friedman, afriedman@shbllp.com; (ii) counsel to the Debtors' first lien lender, SFCC Loan Investors, LLC, Loeb & Loeb LLP, 10100 Santa Monica Boulevard, Suite 2200, Los Angeles, California 90067, Attn: Lance Jurich, ljurich@loeb.com; (iii) counsel to the Debtors' second lien lender, Goldman Sachs Specialty Lending Group L.P., King & Spalding LLP, 1180 Peachtree Street, Northeast, Suite 1600, Atlanta, Georgia 30309, Attn: W. Austin Jowers, ajowers@kslaw.com; (iv) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Timothy J. Fox, Esq.), timothy.fox@usdoj.gov, (v) the Contract or Lease counterparty should the objecting party not be such counterparty; and (vi) counsel to the official committee of unsecured creditors: Bayard P.A., 600 N. King Street, Suite 400, Wilmington, DE 19801, Attn: Erin Fay and Justin Alberto, efay@bayardlaw.com and jalberto@bayardlaw.com.

d. Effects of Failing to File an Objection to a Rejection Notice. If no Objection to a Rejection Notice is timely filed and served, then the Debtors shall submit a proposed order approving the rejection of the Contracts and/or Leases set forth on the Rejection Notice (the "Rejection Order"), for entry by the Court under certification of counsel, and such rejection shall be deemed effective as of the effective date set forth in the Rejection Notice (the "Rejection Date"); provided, however, that the Rejection Date for a Real Property Lease shall not be earlier than the later of (i) the date the Debtors file and serve a Rejection Notice for the Real Property Lease, (ii) the Rejection Date set forth in the Rejection Notice, and (iii) the date the Debtors relinquish control of the applicable Leased Premises by notifying the affected Landlord in writing of the Debtors' irrevocable surrender of the Leased Premises and (A) turning over keys, key codes, and security codes, if any, to the affected Landlord or (B) notifying the affected Landlord in writing that

the keys, key codes, and security codes, if any, are not available, but the Landlord may rekey the Leased Premises.

e. Remaining Property. Upon the Rejection Date, any personal property remaining at the leased premises as of the Rejection Date shall be deemed abandoned (the “Abandoned Property”) by the Debtors pursuant to section 554 of the Bankruptcy Code, and the landlord shall be free to dispose of such abandoned property in its sole and absolute discretion, free and clear of all liens, claims, encumbrances and interests, and without any notice or liability to the Debtors or any third parties and without waiver of any claim the landlord may have against the Debtors, or the Debtors or their estates’ right to object thereto, and, to the extent applicable, the automatic stay is modified to allow such utilization and/or disposition. Notwithstanding the foregoing, the Debtors shall remove any hazardous or toxic materials (as such terms are defined in any applicable federal, state, or local law, rule, regulation or ordinance) from the leased premises prior to the Rejection Date. To the extent that the Debtors propose to abandon property that may contain personal and/or confidential information about the Debtors’ employees and/or customers (the “Confidential Information”), the Debtors shall remove the Confidential Information from such items before abandonment.

f. Effects of Filing an Objection to a Rejection Notice. If a timely Objection to a Rejection Notice is filed and received in accordance with the Rejection Procedures, the Debtors shall schedule a hearing on such Objection and shall provide at least seven (7) days’ notice of such hearing to the objecting party and the Objection Notice Parties. In the event the Debtors and the contract or lease counterparty are unable to reach a consensual resolution as to the rejection of the lease and the effective date of rejection, and if this Court upholds the Debtors’ determination to reject the applicable Contract or Lease, then the applicable Contract or Lease shall be deemed rejected as determined by this Court as set forth in any order overruling such Objection.

g. Consent Orders. Any Objection may be resolved without a hearing by an order of this Court submitted on a consensual basis by the Debtors and the objecting party.

h. Deadlines for Filing Claims. Any Rejection Order will be served on the appropriate Counterparties no later than two (2) days after entry of such order. Claims arising out of the rejection of Contracts or Leases must be filed on or before the later of (i) the deadline for filing proofs of claims established by this Court in these Cases or (ii) thirty-five (35) days after the date of service of the applicable Rejection Order. If no proof of claim is timely filed, such claimant shall not be treated as a creditor with respect to such claims for voting on any chapter 11 plan in these Cases and shall be forever barred from asserting a claim for rejection damages and from participating in any distributions that may be made in connection with these Cases.

i. Treatment of Security Deposits. If the Debtors have deposited funds with a Counterparty or Landlord as a security deposit or other arrangement, such Counterparty may not setoff or otherwise use such deposit without the prior authority of this Court or agreement of the Debtors.

7. The form of Rejection Notice attached hereto as Exhibit B is hereby APPROVED.

8. The Debtors are authorized to send the Rejection Notices to the Counterparties of the Contracts and Leases.

9. Nothing in the Motion or this Order shall prohibit the Debtors from filing one or more motions to reject executory contracts or unexpired leases.

10. The Debtors reserve all rights to contest any rejection claims and/or the characterization of any lease as an unexpired lease.

11. The Debtors do not waive any claims they may have against Landlords and Counterparties, regardless of whether such claims relate to the Contracts and Leases.

12. Nothing herein shall be construed as a concession or evidence that a Contract or Lease has expired, been terminated or is otherwise not currently in full force and effect. The Debtors' rights with respect thereto are reserved, including their right to seek a later determination of such matters and to dispute the validity, status, characterization or enforceability of such Contract or Lease or any claims related thereto.

13. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any lease, sublease, or contract pursuant to section 365 of the Bankruptcy Code.

14. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of any claim held by, any party.

15. Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

16. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

17. Any proofs of claim for damages in connection with the rejection of the Burdensome Leases, if any, shall be filed on or before the later of (a) the claims bar date established by the Court in these chapter 11 cases, if any, and (b) thirty-five (35) days after service of this Order.

18. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

19. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.



SCHEDULE 1

<u>Store</u>	<u>Store Address</u>	<u>Landlord Name</u>	<u>Landlord Notice Address</u>
Legacy West	7700 Windrose Ave G152 Plano, TX 75024	Legacy West Investors, LP	c/o The Karahan Companies 7200 Bishop Road, Suite 250 Plano, TX 75024 Attn: Fehmi Karahan
Woodbury Commons	Unit KI11 498 Red Apple Ct. Central Valley, NY 10917-6619	Premium Outlet Partners, L.P.	c/o Simon Property Group 225 West Washington Street Indianapolis, IN 46204-3438
Houston Galleria	5085 Westheimer Road Suite B3630 Houston, TX 77056	HG Galleria, LLC	c/o M.S. Management Associates, Inc. 225 West Washington Street Indianapolis, IN 46204-3438
Oakbrook	715 Oakbrook Center Oakbrook, IL 60523	Oakbrook Shopping Center, LLC	c/o Oakbrook Center 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Administration Dept.
Aventura	19575 Biscayne Blvd. Space #707 Aventura, FL 33180	Aventura Mall Venture	c/o Turnberry Aventura Mall Company, Ltd. 19501 Biscayne Blvd., Suite 400 Aventura, FL 33180 Attn: Legal Dept/Leasing Attorney  w/copy to: c/o M.S. Management Associates, Inc. 225 West Washington Street Indianapolis, IN 46204 Attn: Sr. EVP-Leasing
Ala Moana	1450 Ala Moana Blvd Space #2256 Honolulu, HI 96814	GGP Ala Moana L.L.C.	c/o Ala Moana Center 110 N. Wacker Dr. Chicago, IL 60606 Attn: Law/Lease Admin Dept.  w/copy to: Ala Moana Center 1450 Ala Moana Blvd; Suite 1290 Honolulu, HI 96814

EXHIBIT B

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

In re:  SUGARFINA, INC., <u>et al.</u> ,  Debtors.	Chapter 11  Case No. 19-11973 (MFW)  (Jointly Administered)
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**NOTICE OF REJECTION OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**PLEASE TAKE NOTICE** that on [                      ], 2019, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order [Docket No. \_\_] (the “Procedures Order”) in the above-referenced chapter 11 cases of Sugarfina, Inc. and its chapter 11 affiliates, the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), establishing, among other things, procedures (the “Rejection Procedures”) for the rejection of executory contracts (each a “Contract” and collectively the “Contracts”) and unexpired leases (each a “Lease” and collectively the “Leases”).

**PLEASE TAKE FURTHER NOTICE** that pursuant to the terms of the Procedures Order, the Debtors hereby provide notice of their intent to reject the below referenced Contracts and Leases. Pursuant to the terms of the Procedures Order, unless a written objection is filed and served in accordance with the terms of the Procedures Order, the following Contracts and Leases will be rejected pursuant to section 365(a) of the Bankruptcy Code, effective as of the date set forth below in this Notice (the “Rejection Date”)<sup>2</sup>:

**EXECUTORY CONTRACTS AND UNEXPIRED LEASES OTHER THAN  
NONRESIDENTIAL PROPERTY LEASES**

Title/ Description of Executory Contract or Unexpired Lease	Name and Address of Counterparty	Rejection Date

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<sup>2</sup> If no Objection to a Rejection Notice is timely filed and served, the applicable Contract or Lease shall be deemed rejected on Rejection Date provided, however, that the Rejection Date for a Real Property Lease shall not be earlier than the later of (i) the date the Debtors file and serve a Rejection Notice for the Real Property Lease, (ii) the Rejection Date set forth in the Rejection Notice, and (iii) the date the Debtors relinquish control of the applicable Leased Premises by notifying the affected Landlord in writing of the Debtors’ irrevocable surrender of the Leased Premises and (A) turning over keys, key codes, and security codes, if any, to the affected Landlord or (B) notifying the affected Landlord in writing that the keys, key codes, and security codes, if any, are not available, but the Landlord may rekey the Leased Premises.

**UNEXPIRED NONRESIDENTIAL REAL PROPERTY LEASES**

Title/ Description of Executory Contract or Unexpired Lease	Name and Address of Counterparty	Rejection Date

**PLEASE TAKE FURTHER NOTICE** that objections, if any, to this Notice must be filed and served so that such objection is filed with the Court and actually received by the following parties no later than ten (10) days after this Notice is filed: (i) counsel to the Debtors: Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801 Attn: Brya Keilson, bkeilson@morrisjames.com and Shulman Hodges & Bastian, 100 Spectrum Center Drive; Suite 600 Irvine, CA 92618 Attn: Alan Friedman, afriedman@shbllp.com; (ii) counsel to the Debtors' first lien lender, SFCC Loan Investors, LLC, Loeb & Loeb LLP, 345 Park Avenue, New York, NY 10154, Attn: Vadim J. Rubinstein, vrubinstein@loeb.com; (iii) counsel to the Debtors' second lien lender, Goldman Sachs Specialty Lending Group L.P., King & Spalding LLP, 1180 Peachtree Street, Northeast, Suite 1600, Atlanta, Georgia 30309, Attn: W. Austin Jowers, ajowers@kslaw.com; (iv) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Timothy J. Fox, Esq.), timothy.fox@usdoj.gov, (v) the Contract of Lease counterparty should the objecting party not be such counterparty; and (vi) counsel to the official committee of unsecured creditors: Bayard P.A., 600 N. King Street, Suite 400, Wilmington, DE 19801, Attn: Erin Fay and Justin Alberto, efay@bayardlaw.com and jalberto@bayardlaw.com.

**PLEASE TAKE FURTHER NOTICE** that the following personal property and/or furniture, fixtures or other equipment shall be abandoned, and that it is the Debtors' intent to abandon such property upon the Rejection Date unless such property is removed on or before the Rejection Date:

[ ]

**PLEASE TAKE FURTHER NOTICE** that pursuant to the terms of the Procedures Order, if no objection is filed and served in accordance with the above procedures, the Debtors shall submit a proposed order approving the rejection of the Contracts and/or Leases set forth on this Notice (the "Rejection Order"), substantially in the form attached hereto as Exhibit A, for entry by the Court under certification of counsel, and such rejection shall be deemed effective as of the Rejection Date.

**PLEASE TAKE FURTHER NOTICE** that if a timely Objection to a Rejection Notice is filed and received in accordance with the Rejection Procedures, the Debtors shall schedule a hearing on such Objection and shall provide at least seven (7) days' notice of such hearing to the objecting party and the Objection Notice Parties. In the event the Debtors and the contract or lease

counterparty are unable to reach a consensual resolution as to the rejection of the lease and the effective date of rejection, and if this Court upholds the Debtors' determination to reject the applicable Contract or Lease, then the applicable Contract or Lease shall be deemed rejected as determined by this Court as set forth in any order overruling such Objection.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with the Contract or Lease counterparty as a security deposit or otherwise, the Contract or Lease counterparty may not setoff or otherwise use such deposit without the prior authorization of the Court.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the terms of the Procedures Order, you will receive notice of any order entered rejecting any Contract or Lease set forth in this Notice to which you are a counterparty no later than five (5) days after service of such order.

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**PLEASE TAKE FURTHER NOTICE** that pursuant to the terms of the Procedures Order, for any claim that you may assert against the Debtors as a result of the rejection of any Contract or Lease, you must submit a proof of claim for damages arising from such rejection, on or before the later of (a) the deadline for filing proofs of claim established by the Court in the Debtors' cases, or (b) thirty-five (35) days after the date of service of the Rejection Order. If you do not timely file such proof of claim, you shall not be treated as a creditor with respect to such claims for voting on any chapter 11 plan in these cases and shall be forever barred from asserting a claim for rejection damages arising from the rejection of the above-referenced Contract or Lease and from participating in any distributions that may be made in connection with these chapter 11 cases unless otherwise ordered by the Court.

DATED: \_\_\_\_\_, 2019  
Wilmington, Delaware

**MORRIS JAMES LLP**

*/s/ Brya M. Keilson*

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EXHIBIT A



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

In re:

SUGARFINA, INC., et al.,

Debtors.

Chapter 11

Case No. 19-11973 (MFW)

(Jointly Administered)

RE: D.I. \_\_\_\_\_

**ORDER APPROVING THE REJECTION  
OF UNEXPIRED LEASES AND EXECUTORY CONTRACTS**

Pursuant to and in accordance with the Order Establishing Procedures for the Rejection of Executory Contracts and Unexpired Leases [Docket No. \_\_\_\_] (the “Rejection Procedures Order”); and the Court having 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 February 29, 2012; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of these Cases and this matter is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served a “Notice of Rejection of Executory Contracts and Unexpired Leases” (the “Rejection Notice”) in accordance with the terms of the Rejection Procedures Order in respect of the rejection of the executory contracts (the “Contracts”) and unexpired leases (the “Leases”) set forth on Exhibit 1 hereto; and no timely objections having been filed to the rejection of the Contracts and Leases; and it appearing that due and adequate notice of the Rejection Procedures Order and the Rejection Notice has been given, and that no other or further notice need be given; and the Court having determined that the rejections provided for herein are an appropriate exercise of the Debtors’

business judgment; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Leases and Contracts listed on Exhibit 1 hereto are hereby rejected effective as of the dates set forth for each such Lease or Contract listed on Exhibit 1 hereto (the “Rejection Date”). The Rejection Date for a rejection of a lease of non-residential real property shall not be earlier than the later of (i) the date the Debtors file and serve a Rejection Notice for the Real Property Lease, (ii) the Rejection Date set forth in the Rejection Notice, and (iii) the date the Debtors relinquish control of the applicable Leased Premises by notifying the affected Landlord in writing of the Debtors’ irrevocable surrender of the Leased Premises and (A) turning over keys, key codes, and security codes, if any, to the affected Landlord or (B) notifying the affected Landlord in writing that the keys, key codes, and security codes, if any, are not available, but the Landlord may rekey the Leased Premises; provided, however, that the Rejection Date for a lease of non-residential real property rejected pursuant to the Rejection Notice shall not occur earlier than the date the Debtors filed and served the Rejection Notice.

2. With respect to the Leases listed on Exhibit 1 hereto, any personal property remaining at the leased premises as of the Rejection Date shall be deemed abandoned (the “Abandoned Property”) by the Debtors pursuant to section 554 of the Bankruptcy Code, and the landlord shall be free to dispose of such abandoned property in its sole and absolute discretion, free and clear of all liens, claims, encumbrances and interests, and without any notice or liability to the Debtors or any third parties and without waiver of any claim the landlord may have against the Debtors, or the Debtors or their estates’ right to object thereto, and, to the extent applicable, the automatic stay is modified to allow such utilization and/or disposition. Notwithstanding the

foregoing, the Debtors shall remove any hazardous or toxic materials (as such terms are defined in any applicable federal, state, or local law, rule, regulation or ordinance) from the leased premises prior to the Rejection Date. To the extent that the Debtors propose to abandon property that may contain personal and/or confidential information about the Debtors' employees and/or customers (the "Confidential Information"), the Debtors shall remove the Confidential Information from such items before abandonment.

3. If any affected landlord or counterparty subject to this Order (the "Rejection Claimant") asserts a claim or claims against the Debtors arising from the rejection of a Lease or Contract, such Rejection Claimant shall submit a proof of claim on or before the later of (i) the date that is thirty-five (35) days after service of this Order and (ii) the general bar date established by this Court for filing proofs of claim against the Debtors. If a Rejection Claimant does not timely file such proof of claim, such claimant will be forever barred from asserting a claim for such rejection damages.

4. The Debtors are authorized to take any action necessary or appropriate to Implement the terms of this Order and the rejection without further order from this Court.

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