

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.