

**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)

Ref. Nos. 62, 268

ORDER (A) AUTHORIZING AND APPROVING THE SALE OF SUBSTANTIALLY ALL THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (B) AUTHORIZING AND APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion for Entry of an Order: (I) (A) Approving Bidding Procedures and Protections in Connection with a Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Interests; (B) Scheduling an Auction and Sale Hearing; (C) Approving the Form and Manner of Notice Thereof; (D) Approving Procedures for the Assumption and Assignment of Contracts and Leases; and (E) Granting Related Relief and (II) (A) Authorizing and Approving the Sale of Substantially All the Debtors' Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances; (B) Authorizing and Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Granting Related Relief* (the "Sale Motion") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); the Court having entered the *Order (A) Approving Bidding Procedures and Protections in Connection with a Sale of Substantially All Assets Free and Clear of Liens, Claims, Encumbrances, and Interests; (B) Scheduling an Auction and Sale Hearing; (C) Approving the Form and Manner of Notice*

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.

Thereof; (D) Approving Procedures for the Assumption and Assignment of Contracts and Leases; and (E) Granting Related Relief [D.I. 268] (the “Bidding Procedures Order”);² the auction for the Acquired Assets (the “Auction”) having been held on October 22, 2019, pursuant to which Sugarfina Acquisition Corp. (together with its affiliates or assignees, the “Buyer”) was selected as the Successful Bidder; the Debtors having determined that the highest and otherwise best offer for the Acquired Assets was made by the Buyer; the Court having held a hearing (the “Sale Hearing”) on October 24, 2019, to consider the Sale Motion; the Court having reviewed the Motion and the record in the Debtors’ chapter 11 cases (the “Chapter 11 Cases”); the Court having considered the statements of counsel to the Debtors and the Buyer; and after due deliberation thereon and for good cause having been shown, the Court finds that the entry of this order (this “Sale Order”) and granting the relief set forth herein are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings of Fact and Conclusion of Law. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of fact herein constitute conclusions of law, they are adopted as such. To the extent that any conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction and Venue. The Court has jurisdiction to decide the Sale Motion, the transaction contemplated in the Agreement, and the property of the Debtors’ estates, including, without limitation, the Acquired Assets (as defined in the Agreement) to be sold, transferred, or

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures Order or the Agreement (as defined herein), as applicable.

conveyed pursuant to the Agreement, 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 this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Basis for Relief. The statutory basis for the relief requested in the Sale Motion are (i) sections 105(a), 363, 365, and 503 of title 11 of the United States Code (the “Bankruptcy Code”), (ii) Bankruptcy Rules 2002(a)(2), 4001, 6004, 6006, 9007, 9008 and 9014, and (iii) Rules 2002-1 and 6004-1 of the Local Rules for the United States Bankruptcy Court District of Delaware (the “Local Rules”).

D. Final Order. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d) and Local Rule 6004-1(b), the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order and expressly directs entry of judgment as set forth herein.

E. Adequate Notice of the Sale. As evidenced by the certificates of service filed with the Court, proper, timely, adequate, and sufficient notice of, and a reasonable opportunity to object or otherwise to be heard regarding: the Sale Motion, the Auction, the Sale Hearing, and the transactions contemplated by that certain Asset Purchase Agreement by and among Sugarfina, Inc. and its subsidiaries and Sugarfina Acquisition Corp., dated October 24, 2019, as attached hereto as Exhibit A (together with all Contracts (as defined therein) entered into by the Debtors and the Buyer in connection therewith, including, without limitation, the exhibits and schedules attached thereto, the “Agreement”), including, without limitation, the sale of the

Debtors' Acquired Assets (the "Sale"), have been given to all Persons³ entitled to notice pursuant to the Bidding Procedures Order, including, without limitation, the following: (i) all non-Debtor counterparties to the Assumed Contracts, (ii) all Persons who have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002; (iii) all applicable federal, state, and local taxing and regulatory authorities; (iv) the Office of the United States Trustee; (v) the Office of the United States Attorney for the District of Delaware; (vi) counsel to the Official Committee of Unsecured Creditors (the "Creditors' Committee"); and (vii) all applicable state attorneys general. Further, the Debtors caused notice of the sale of certain assets at auction to be published in the New York Times on October 17, 2019. The notice provided constitutes good and sufficient notice of, and a reasonable opportunity to object or be heard regarding, the Sale Motion, the Auction, the Sale Hearing, and the entry of this Sale Order, under sections 102(1), 363(b), and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6006, and 9014, the Local Rules, and the Bidding Procedures Order. No other or further notice of, opportunity to object to, or other opportunity to be heard regarding the Sale Motion, the Auction, the Sale Hearing, the Sale, or the entry of this Sale Order need be given to any Person.

F. Adequate Notice of Contracts and Leases to Be Assumed and Assigned. As evidenced by the affidavits of service filed with the Court, proper, timely, adequate, and sufficient notice of, and a reasonable opportunity to object or otherwise to be heard regarding, the assumption and assignment of the Assumed Contracts have been provided as required by the Bidding Procedures Order, and the same constitute good and sufficient notice of, and a reasonable opportunity to object or be heard regarding, the assumption and assignment of the Assumed Contracts, under sections 102(1), 363(b) and 365 of the Bankruptcy Code, Bankruptcy

³ "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or any other entity, including, without limitation, any Governmental Authority or any group of any of the foregoing.

Rules 2002, 6006 and 9014, the Local Rules, and the Bidding Procedures Order. No other or further notice of, opportunity to object to, or other opportunity to be heard, subject to the Supplement Assumption Hearing, if applicable, regarding the assumption and assignment of the Assumed Contracts or the entry of this Sale Order need be given to any Person.

G. Adequate Process and Disclosure. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, substantively and procedurally fair to all Persons, and established in good faith. The disclosures made by the Debtors concerning the Agreement and the transactions contemplated thereunder, the Auction, and the Sale Hearing were good, complete, and adequate.

H. Exercise of Business Judgment. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to sell the Acquired Assets and assume and assign the Assumed Contracts under sections 363 and 365 of the Bankruptcy Code prior to confirmation of a chapter 11 plan under section 1129 of the Bankruptcy Code, and such actions are appropriate exercises of their reasonable business judgment and in the best interests of the Debtors, their estates, and their creditors.

I. Fair Bidding and Sale Process. The Debtors and their professionals have complied, in good faith, in all respects with the Bidding Procedures Order. As demonstrated by (i) testimony and other evidence proffered or adduced at the Sale Hearing or submitted by affidavit or declaration at or prior to the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures Order, the Debtors: (a) afforded interested potential purchasers a full, fair, and reasonable opportunity to qualify as Bidders and submit their highest or otherwise best offer to purchase the Acquired Assets; (b) provided potential

purchasers, upon request, sufficient due diligence information to enable them to make an informed judgment on whether to bid on the Acquired Assets and to submit the materials required under the Bidding Procedures Order by the Bid Deadline; and (c) considered any Qualified Bids submitted on or before the Bid Deadline.

J. Auction. The Auction: (i) was held, as provided in the Bidding Procedures Order, on October 22, 2019; (ii) was conducted pursuant to procedures established in good faith and in compliance with the Bidding Procedures Order; and (iii) afforded a full, fair, and reasonable opportunity for any Person that submitted a timely Qualified Bid to make a higher or otherwise better offer for the Acquired Assets than that of the Buyer. A copy of the transcript of the Auction was filed on October 23, 2019 [Docket No. 302] (the "Transcript")

K. Title to Acquired Assets. The Debtors are the sole and lawful owner of, and have clear and marketable title to, the Acquired Assets to be sold pursuant to the Agreement, including, without limitation, all items of personal property and real property owned by the Debtors, as identified in the Agreement. The Debtors have full corporate power and authority to execute, deliver and perform under the Agreement and to consummate all transactions contemplated thereby, without any further consent or approval required. No other consents or approvals, other than as may be expressly provided for in the Agreement, are required by the Debtors. In the event and to the extent that any of the Acquired Assets include any prepetition or postpetition communications with the Debtors' counsel or include documents or communications that constitute in whole or part attorney work-product, as reasonably determined by the Debtors, nothing herein shall transfer or otherwise convey any of the Debtors' right or interest in privilege to the Buyer, and such right and privilege shall be considered an Excluded Asset under the Agreement.

L. The Buyer has offered to purchase the Acquired Assets free and clear of all Liens⁴ and Claims (defined below), excluding any Assumed Liabilities as provided in the Agreement, to the fullest extent authorized under section 363(f) of the Bankruptcy Code and other applicable law. If the sale of the Acquired Assets to the Buyer were not free and clear of all Liens and Liabilities, or if the Buyer would, or in the future could, be liable for any Liens or Liabilities, the Buyer would not have entered into the Agreement and would not consummate the Sale or the transactions contemplated by the Agreement, thus adversely affecting the Debtors, their estates, and their creditors.

M. Compliance with Bidding Procedures. The Bidding Procedures were substantively and procedurally fair to all parties. The Debtors, the Buyer and their respective counsel and other advisors have complied with the Bidding Procedures Order and Bidding Procedures in all respects.

N. Successful Bidder. The Debtors determined, in accordance with their business judgment and in consultation with the Consultation Parties, that the Agreement was (i) a Qualified Bid and (ii) the highest and otherwise best bid for the Acquired Assets at the Auction. As a result, the Debtors declared Buyer the Successful Bidder for the Acquired Assets in *Notice of Auction Results* [D.I. 297] filed with the court and served on the sale notice parties.

O. Highest and Best Offer. At the conclusion of the Auction, the Debtors determined

⁴ “Lien” means any mortgage, pledge, lien (statutory or otherwise), encumbrance, charge, security interest, option, right of first refusal, right of first offer, easement, interest, deed of trust, servitude, transfer restriction under any shareholder or similar agreement, security agreement or other encumbrance or restriction on the use or transfer of any property, hypothecation, license, preference, priority, covenant, right of recovery, order of any Governmental Authority, of any kind or nature (including, without limitation, (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, and (iii) any leasehold interest, license, or other right, in favor of a third party or a Debtor, to use any portion of the Acquired Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown; provided, however, that “Lien” shall not be deemed to include any license of Intellectual Property.

that the Buyer's bid for the Acquired Assets, as described in the Agreement, was the highest and otherwise best bid. The offer to purchase the Acquired Assets made by the Buyer, under the terms and conditions set forth in the Agreement: (i) was made in good faith and complied in all respects with the Bidding Procedures Order; (ii) is the highest or otherwise best offer obtained for the Acquired Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other alternative; (iii) is for fair, adequate, and sufficient consideration that constitutes reasonably equivalent value for the Acquired Assets being conveyed to the Buyer; (iv) is fair and reasonable; (v) is in the best interests of the Debtors' estates, the Debtors' creditors, and other parties in interest; and (vi) would not have been made by the Buyer absent the protections afforded to the Buyer by the Bidding Procedures Order, the Agreement, the Bankruptcy Code, and this Sale Order.

P. Back-Up Bidder. Consistent with the terms of the Bidding Procedures Order, the Debtors, after consultation with the Consultation Parties, have determined that Candy Cube Holdings, LLC is the Back-Up Bidder, and its last bid as set forth in the Transcript, shall be the Back-Up Bid which shall remain open unless the Buyer does not close prior to October 31, 2019.

Q. Business Judgment to Consummate Sale. The Debtors' determination that the Sale to the Buyer, pursuant to the Agreement, provides the highest or otherwise best offer for the Acquired Assets, and their related decision to sell the Acquired Assets to the Buyer, each constitutes a reasonable exercise of the Debtors' business judgment and each is in the best interests of the Debtors, their estates, and their creditors. The facts and circumstances stated in the Sale Motion demonstrate the exigent nature of the Debtors' business situation, and the Debtors have articulated sound business reasons for consummating the Agreement and for selling the Acquired Assets outside of a chapter 11 plan. It is a reasonable exercise of the

Debtors' business judgment to execute, deliver, and consummate the Agreement and consummate the transactions contemplated by the Agreement, subject to this Sale Order.

R. Satisfaction of Section 363(f) Standards. The Debtors may sell the Acquired Assets free and clear of all encumbrances, claims (including those that constitute a "claim" as defined in section 101(5) of the Bankruptcy Code), interests, and liens, including the Excluded Liabilities, rights, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, possessory interests (including those under Bankruptcy Code section 365(h), other interests, leases, licenses, options, deeds of trust, security interests, condition sale or other title retention agreements, pledges, other liens (including, without limitation, mechanics', materialmen's and other consensual and nonconsensual liens and statutory liens), judgments, demands, rights of first refusal, offsets, set-offs, contracts, rights of recovery, claim for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, tax liabilities, and other interests of any kind or nature whatsoever against any of the Debtors or the Acquired Assets, including, without limitation, any debts, arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employment or labor law claims or liabilities, employer pension or benefit plan claims for Taxes of or against any of the Debtors, and any derivative, vicarious, transferee or successor liability claims, rights or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory or possession thereof, or the District of Columbia), whether arising prior to or subsequent to the Petition Date, whether known or unknown, contingent or matured, liquidated or unliquidated, and whether imposed by agreement, understanding, law, equity or otherwise, arising under or out of, in connection with, or in any

way related to any of the Debtors' businesses before the effective time of Closing pursuant to the Agreement (collectively, the "Claims"), because in each case, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)-(5) has been satisfied. Without limiting the generality of the foregoing, "Claims" shall include any and all rights to payments, liabilities, contingent or otherwise, or obligations whatsoever arising under or out of, in connection with, or in any way relating to, (i) any employee benefit plan or pension plans contributed to or maintained by any of the Debtors, or multi-employer plan participated in by any of the Debtors prior to the or subsequent to the Petition Date, including, without limitation any employee benefit plan or any Claims related to unpaid contribution or current or potential partial or complete withdrawal of termination liability with respect to the foregoing, (ii) the Worker Adjustment and Retraining Notification Act of 1988 ("WARN"), or (ii) any of the Debtors' current or former employees.

S. Free and Clear Sale. Those holders of Liens who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented to entry of this Sale Order pursuant to section 363(f)(2) of the Bankruptcy Code. Each holder of a Lien is adequately protected by having its Lien, if any, attach to the net cash proceeds of the Sale ultimately attributable to the property against or in which it asserts a Lien, with the same validity and priority, and to the same extent, as existed before the Sale, and subject to the terms of the instruments that created such Lien and to any Liabilities and defenses the Debtors and their estates may possess with respect thereto. Not selling the Acquired Assets free and clear of all Liens would adversely impact the Debtors' estates, and any sale of the Acquired Assets other than one free and clear of all Liens would be of substantially less value to the Debtors' estates. Therefore, approval of the Agreement and consummation of the Sale free and clear of Liens and

Liabilities is appropriate pursuant to section 363(f) of the Bankruptcy Code.

T. Valid Contract. The Agreement is a valid and binding contract among the Debtors and the Buyer, which shall be enforceable according to its terms. From and after the Closing Date, the Agreement, the Sale itself, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and any chapter 7 or chapter 11 trustee appointed in the Chapter 11 Cases, and shall not be subject to rejection or avoidance by the foregoing Persons or any other Person. Upon the Closing, the transfer of the Acquired Assets to the Buyer is a legal, valid, and effective transfer of the Acquired Assets and will vest the Buyer on the Closing Date with all right, title, and interest of the Debtors in and to the Acquired Assets except those explicitly and expressly excluded by the Buyer in the Agreement or this Sale Order, free and clear of any and all Liens and Liabilities. Except as specifically provided in the Agreement or this Sale Order, the Buyer shall not assume or become liable for any Liens or Liabilities relating to the Acquired Assets.

U. No Continuation or Insider Status. The sale and transfer of the Acquired Assets to the Buyer or the Buyer's occupation and use of the Acquired Assets will not subject the Buyer to any liability (including successor liability) with respect to the operation of any of the Debtors' businesses prior to Closing or by reason of such transfer. The Buyer is not holding itself out to the public as a continuation of the Debtors, and no common identity of directors, stockholders, members, or other equity holders exists between the Buyer and the Debtors. The Buyer is not a successor to any of the Debtors or their estates by reason of any theory of law or equity. The transactions contemplated by the Agreement do not amount to a consolidation, merger, or *de facto* merger of the Buyer and the Debtors and/or the Debtors' estates; there is no substantial continuity, common identity or continuation of enterprise between the Debtors and the Buyer.

The Buyer is not a mere continuation of the Debtors or their estates, and the Buyer does not constitute an alter ego or a successor in interest to the Debtors or their estates. The Buyer is not an “insider” or “affiliate” of the Debtors, as those terms are defined in the Bankruptcy Code.

V. Good Faith. The Agreement and the transactions contemplated thereunder were negotiated and entered into in good faith within the meaning of section 363(m) of the Bankruptcy Code, based on arm’s-length bargaining, and without collusion or fraud of any kind. Neither the Debtors nor the Buyer have engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of or implicate section 363(n) of the Bankruptcy Code to the Agreement or to the consummation of the Sale and transfer of the Acquired Assets and the Assumed Contracts to the Buyer. Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction. The Debtors are free to deal with any other Person interested in buying or selling on behalf of the Debtors’ estates some or all of the Acquired Assets. Accordingly, the Buyer is a buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and, therefore, the Buyer is entitled to all the protections of sections 363(m) and 363(n) of the Bankruptcy Code with respect to the Acquired Assets.

W. Corporate Authority. The Debtors, acting by and through their agents, representatives, and officers, have full corporate power and authority to execute and deliver the Agreement and all other documents contemplated thereby, and no further consents or approvals are required for the Debtors to consummate the transactions and any related actions contemplated by the Agreement, except as otherwise set forth in the Agreement.

X. Assumption and Assignment of Contracts. The Debtors and the Buyer have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code,

including, without limitation, sections 365(b)(1)(A), 365(b)(1)(B), and 365(f) of the Bankruptcy Code, in connection with the Sale and the assumption and assignment of the Assumed Contracts (other than Contracts that have a Contract Objection pending). The Buyer has demonstrated adequate assurance of future performance with respect to all Assumed Contracts (other than Contracts that have a Contract Objection pending) pursuant to section 365(b)(1)(C) of the Bankruptcy Code. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Sale Order is integral to the Agreement and is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, and represents the exercise of sound and prudent business judgment by the Debtors.

Y. Cure Notice. As evidenced by the certificates of service filed with the Court, and in accordance with the provisions of the Bid Procedures Order, the Debtors have served, prior to the Sale Hearing, notices of the Debtors' intent to assume and assign the Assumed Contracts and of the related proposed Cure Costs upon each non-Debtor counterparty to the Contracts and Leases (each, a "Cure Notice"). The service of the Cure Notices was good, sufficient, and appropriate under the circumstances and no further notice need be given with respect to the Cure Costs for the assumption and assignment of the Assumed Contracts. All non-Debtor counterparties to the Contracts and Leases have had a reasonable opportunity to object both to the Cure Costs listed in the Cure Notices and, as to any Contracts and Leases to be assumed by the Debtors and assigned to the Buyer effective on and as of the Closing, to the assumption and assignment of the Assumed Contracts. Accordingly, all non-Debtor counterparties to the Contracts and Leases who did not file an objection to the Cure Costs listed on the Cure Notices prior to the Sale hearing are deemed to consent to such Cure Costs, and all non-Debtor counterparties to the Contracts and Leases who did not file an objection to the assumption and

assignment of the Assumed Contracts prior to the Sale Hearing are deemed to consent to the assumption by the Debtors of the Assumed Contracts and the assignment thereof to the Buyer. The Contract Objections will be heard at a hearing to be held before the Court on October 28, 2019 at 11:30 a.m. (as may be continued from time to time, the “Supplement Assumption Hearing”).

Z. Cure Payments and Adequate Assurance. Pursuant to the Bankruptcy Code, the Contracts and Leases (other than Contracts that have a Contract Objection pending) are assignable notwithstanding any provisions contained therein to the contrary, or providing for the termination thereof upon assignment or the insolvency or commencement of the Debtors’ Chapter 11 Cases. The Buyer, on behalf of the Debtors, has provided for payment of appropriate Cure Costs and/or other payments or actions required for the Debtors to assume and assign the Assumed Contracts (other than Contracts that have a Contract Objection pending) to the Buyer. For the avoidance of doubt, nothing in this Order shall be construed as approving or authorizing the Debtor’s sale, transfer, or assignment of any leases of landlords that filed a Contract Objection.

AA. Actions in the Absence of Stay Pending Appeal. In the absence of a stay pending appeal, the Buyer is acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in closing the transactions contemplated by the Agreement at any time on or after the entry of this Sale Order, and cause has been shown as to why this Sale Order should not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

BB. No Sub Rosa Plan. The Sale of the Acquired Assets outside of a chapter 11 plan pursuant to the Agreement neither impermissibly restructures the rights of the Debtors’ creditors nor impermissibly dictates the terms of a liquidating plan or plan of reorganization for the

Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

CC. Consideration. The Agreement was not entered into, and none of the Debtors or the Buyer have entered into the Agreement or proposed to consummate the transactions contemplated thereby, for the purpose of hindering, delaying, or defrauding the Debtors' present or future creditors. The total consideration provided by the Buyer for the Acquired Assets is the highest or otherwise best offer received by the Debtors, and the Purchase Price constitutes (i) reasonably equivalent value under the Bankruptcy Code, the Uniform Voidable Transactions Act, and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration, and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Acquired Assets.

DD. Time Is of the Essence. Time is of the essence in consummating the Sale. To maximize the value of the Acquired Assets, it is essential that the Sale of the Acquired Assets occur within the time constraints set forth in the Agreement. Accordingly, there is cause to determine inapplicable the stays contemplated by Bankruptcy Rules 6004 and 6006.

EE. No Obligation Regarding Excluded Liabilities. The Buyer has not agreed to assume and shall have no obligation with respect to any Claims, other than as expressly set forth in the Agreement. Other than the Assumed Liabilities, and except as expressly provided for by the terms of the Agreement, the Buyer (i) shall have no obligations with respect to any Excluded Liabilities, (ii) shall acquire all of the Acquired Assets free and clear of the Claims, and (iii) is released by the Debtors and all other Persons with respect to such Excluded Liabilities.

FF. Personally Identifiable Information. The Debtors, in connection with offering products or services, did not disclose any policy prohibiting the transfer or personally identifiable

information with respect to the Acquired Assets, and, therefore, the Sale of the Acquired Assets may be approved by section 363(b)(1)(A) of the Bankruptcy Code without the appointment of a consumer privacy ombudsman, as defined in section 363(b)(1) of the Bankruptcy Code.

GG. No Claims by Debtors. Except as set forth herein and under the Agreement, the Debtors agree and acknowledge that they have no Liabilities that could be asserted against the Buyer.

HH. Local Rule. The Sale Motion complies with all aspects of Local Rule 6004-1.

II. Compliance with Bankruptcy Code. The consummation of the transactions contemplated under the Agreement is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f), and all of the applicable requirements of such sections have been complied with in respect of such transactions.

JJ. Waiver of Bankruptcy Rules 6004(h) and 6006(d). The Agreement must be approved and consummated promptly in order to preserve the value of the Acquired Assets. Therefore, time is of the essence in consummating the transaction, and the Debtors and the Buyer intend to close the transaction as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and good, sufficient and sound business purposes and justifications for the immediate approval and consummation of the transaction contemplated by the Agreement. Accordingly, there is cause to lift the stay contemplated by Bankruptcy rules 6004(h) and 6006(d) with respect to the transactions contemplated by the Sale Order.

KK. Contract/Lease Objections. The Debtors received the following responses to the potential assumption and assignment of executory contracts and unexpired leases: (a) The Taubman Landlords' Precautionary Objection to the Amended Notice of Possible Assumption of Certain Executory Contracts and Unexpired Leases, and Cure Claim Objection [D.I. 263], (b)

Objection of Landlord South Coast Plaza to Proposed Cure Amount Filed by South Coast Plaza [D.I. 277], (c) Oracle's Limited Objection and Reservation of Rights regarding:(1) Debtors Motion For Entry Of An Order: (I) (A) Approving Bidding Procedures And Protections In Connection With A Sale Of Substantially All Of Debtors Assets Free And Clear Of Liens, Claims, Encumbrances, And Interests; (B) Scheduling An Auction And Sale Hearing; (C) Approving The Form And Manner Of Notice Thereof; (D) Approving Procedures For The Assumption And Assignment Of Contracts And Leases; And (E) Granting Related Relief And (II) (A) Authorizing And Approving The Sale Of Substantially All The Debtors Assets Free And Clear Of All Liens, Claims, Interests, And Encumbrances; (B) Authorizing And Approving The Assumption And Assignment Of Certain Contracts And Leases; And (C) Granting Related Relief and (2) Amended Notice Of Assumption And Cure Cost With Respect To Executory Contracts Or Unexpired Leases Potentially To Be Assumed And Assigned In Connection With Sale Of Debtors Assets [D.I. 278]; (d) Objection of Americana at Brand, LLC to Debtors' Amended Notice of Assumption and Cure Cost with Respect to Executory Contracts or Unexpired Leases Potentially to be Assumed and Assigned in Connection with Sale of Debtors' Assets [D.I. 281]; (e) Objection of Domain Northside Retail Property Owner LP in Relation to (i) Amended Cure Notice; and (ii) Bidding Procedures Order [D.I. 282]; (f) Objection of Landlord BP Prucenter Acquisition LLC to Debtors Potential Assumption and Assignment of Lease in Connection with Sale of Debtors Assets [D.I. 283]; (f) Objection of Federal Realty Investment Trust and The Related Companies to Amended Notice of Assumption and Cure Cost with Respect to Executory Contracts or Unexpired Leases Potentially to be Assumed or Assigned in Connection with the sale of Debtors' Assets [D.I. 284], (g) Objection and Reservation of Rights of Federal Realty Investment Trust and The Related Companies to Debtors Motion for Entry of an Order: (I)(A) Approving Bidding Procedures and Protections in Connection with a Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Interests; (B) Scheduling an Auction and Sale Hearing; (C) Approving the Form and Manner of Notice

Thereof; (D) Approving Procedures for the Assumption and Assignment of Contracts and Leases; and (E) Granting Related Relief and (II)(A) Authorizing and Approving the Sale of Substantially All the Debtors' Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances; (B) Authorizing and Approving the Assumption and Assignment of Certain Contracts and Leases; and (C) Granting Related Relief [D.I. 285], (h) Objection By Westfield, LLC And Certain Affiliates to Proposed Form of Sale Order, Proposed Procedures for Retained Contracts, and Proposed Cure Costs [D.I. 286]; (i) Objection of Mattel, Inc. to Proposed Cure Amount and Adequate Assurance of Future Performance [D.I. 287]; (j) Objection of RCPI Landmark Properties, L.L.C. to Debtors' Proposed Cure Amount [D.I. 289], (k) Northpark Partners, LP's Objection to Assumption, Assignment and Cure Amount [D.I. 292]; (l) Limited Objection of Fortna, Inc. to the Debtors' Notice of Assumption and Cure Costs with Respect to Executory Contracts Potentially to be Assumed and Assigned [D.I. 295]; (n) Reservation of Rights of Disney Consumer Products, Inc. and Twentieth Century Fox Licensing and Merchandising to Sale of Substantially all of the Debtors' Assets and the Assumption and Assignment of License Agreements [D.I. 296]; and (o) informal comments received from Ultimate Software Group, Inc. (collectively, the "Contract Objections").

IT IS HEREBY ORDERED THAT:

1. The Sale Motion is GRANTED to the extent set forth herein.
2. Objections. Except with respect to the Contract Objections being continued until the Supplement Assumption Hearing or as provided to the contrary herein, all objections to the Sale Motion or the relief provided herein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled and denied on the merits with prejudice.
3. Notice. Notice of the Sale Hearing was fair, equitable, proper, and sufficient under the circumstances and complied in all respects with section 102(1) of the Bankruptcy

Code, Bankruptcy Rules 2002, 6004, and 6006, the Local Rules, and as required by the Bidding Procedures Order.

4. Transfer of Acquired Assets. The Debtors, in transferring the Acquired Assets pursuant to this Sale Order and section 363 of the Bankruptcy Code, are deemed, under section 1107(a) of the Bankruptcy Code, to have all rights and powers to perform all the functions and duties of a trustee serving in a case under chapter 11 and will transfer the property pursuant to this Sale Order.

5. Consideration. The consideration provided by the Buyer pursuant to the Purchase Agreement (i) is fair and adequate, (ii) constitutes reasonably equivalent value, fair consideration, and fair value under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and similar laws), and (ii) will provide an equal or greater recovery for the Debtors' creditors than would be provided by any other reasonably practicable available alternative.

6. Approval of the Agreement. The Agreement, all transactions contemplated therein and all of the terms and conditions thereof are hereby approved. The failure specifically to include any particular provision of the Agreement in this Order shall not diminish or impact the effectiveness of such provision, it being the intent of the court that the Agreement be authorized and approved in their entirety.

7. Authorization. The Debtors and their directors, officers, employees, authorized signatories, members, agents, representatives, and attorneys are hereby authorized to fully perform under, consummate, and implement the terms of the Agreement, together with any and all additional instruments and documents that may be reasonably necessary or desirable to

implement and effectuate the terms of the Agreement, this Sale Order, and the Sale of the Acquired Assets contemplated thereby including, without limitation, deeds, assignments, stock powers, and other instruments of transfer, and to take all further actions as may be necessary for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyer, or reducing to possession any or all of the Acquired Assets or Assumed Liabilities, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Agreement, forthwith and without any further corporate action or orders of the Court. Neither the Buyer nor the Debtors shall have any obligation to proceed with the closing of the Agreement unless and until all conditions precedent to the Buyer's and the Debtors' respective obligations thereunder have been met, satisfied, or waived by the Buyer or the Debtors, as the case may be. All persons are prohibited from taking any action to adversely affect or interfere with the Debtors ability to transfer the Acquired Assets to the Buyer in accordance with the Agreement and this Order.

8. Authorization to Execute Related Documents for Agreement. The Debtors and each other Person having duties or responsibilities under the Agreement, any agreements related thereto, or this Sale Order, and their respective directors, officers, employees, authorized signatories, members, agents, representatives, and attorneys, are authorized and empowered, subject to the terms and conditions contained in the Agreement: to carry out all of the provisions of the Agreement; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Agreement; to take any and all actions contemplated by the Agreement, any related agreements, or this Sale Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other

acts and execute and deliver such other documents, as are consistent with and necessary or appropriate to implement, effectuate, and consummate the Agreement, any related agreements, this Sale Order, and the transactions contemplated thereby and hereby, forthwith and all without further application to or order of the Court. In the event of conversion or dismissal following the Closing, the Buyer is granted power of attorney for the limited purpose of executing any document necessary or appropriate to implement, effectuate, and consummate the Agreement, any related agreements, this Sale Order, and the transactions contemplated thereby.

9. Authorization to Pay Expenses and Costs. The Debtors are hereby authorized to pay, without further order of this Court, whether before, at, or after the Closing, any expenses or costs that are required to be paid to consummate the Sale or perform their obligations under the Agreement.

10. Authorization for Governmental Filings. The directors, officers, employees, authorized signatories, members, agents, representatives, and attorneys of the Debtors shall be, and hereby are, authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, or enforceable). The Debtors and the Buyer are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Agreement, any related agreements, or this Sale Order, including, without limitation, amended and restated certificates or articles of incorporation and bylaws, or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors and the Buyer may

determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such Persons to so act.

11. Authorization of Buyer for Licenses. The Buyer shall be authorized, as of the Closing Date, to: (a) operate any property or any other business transacted with respect to the Acquired Assets under all licenses, permits, registrations, and governmental authorizations and approvals; and (b) obtain and pay any and all fees associated with any lawful license or permit, until such time that the Buyer is able to cause said licenses, permits, registrations, or governmental authorizations or approvals to be transferred to the Buyer or until such time that the Buyer is able to obtain replacement licenses and permits.

12. Cooperation Regarding Licenses. The Debtors shall: (a) cooperate in the transfer of all licenses and permits to the Buyer; (b) execute and deliver such documentation and certificates as are necessary or required to operate, transfer, or cancel the licenses and permits; and (c) not engage in any acts that would interfere with the Buyer's operation, transfer, or cancellation of licenses or permits. All such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to the Buyer.

13. Transfer of Acquired Assets. All of the Debtors' interests in the Acquired Assets to be acquired by the Buyer under the Agreement shall be, as of the Closing Date, transferred to and vested in the Buyer. Upon the occurrence of the Closing Date, this Sale Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Acquired Assets acquired by the Buyer under the Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Acquired Assets to the Buyer. In the event and to the extent that any of the

Acquired Assets include any prepetition or postpetition communications with the Debtors' counsel or include documents or communications that constitute in whole or part attorney work-product, as reasonably determined by the Debtors, nothing herein shall transfer or otherwise convey any of the Debtors' right or interest in privilege to the Buyer, and such right and privilege shall be considered an Excluded Asset under the Agreement.

14. No Liability of Buyer. Except as otherwise provided for herein and in the Agreement, the transfer of the Acquired Assets and the assumption and assignment of the Assumed Contracts does not and will not subject the Buyer and/or its affiliates, designees, assignees, successors, directors, officers, employees, equity holders, authorized signatories, members, agents, representatives, attorneys (each a "Protected Party," and all such Persons collectively and together with the Buyer, the "Protected Parties") or any of their respective property or assets to any Claim by reason of such transfers and assignments under the laws of the United States, any state, territory, or possession thereof, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of successor or transferee liability.

15. No Assumption of Liabilities. Except as provided in or pursuant to the Agreement, the Buyer is not assuming and is not deemed to assume, and the Buyer shall not be, nor shall any affiliate of the Buyer be, in any way liable or responsible for, as a successor or otherwise, any Liens or Liabilities of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership, possession, control, or use of the Acquired Assets prior to the consummation of the transactions contemplated by the Agreement, or any liabilities calculable by reference to the Debtors or their operations, or to any or all of the Acquired Assets, or relating to continuing or other conditions existing on or prior to consummation of the transactions

contemplated by the Agreement, which Liens and Liabilities are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against the Buyer or any of its affiliates.

16. No Successor Liability. To the fullest extent permitted by applicable law, neither the Buyer nor its affiliates, successors, or assigns shall, as a result of the consummation of the transactions set forth in the Agreement: (a) be an alter ego, mere continuation, or a successor in interest to the Debtors or the Debtors' estates; (b) have, *de facto* or otherwise, merged or consolidated with or into the Debtors or the Debtors' estates; (c) be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors; or (d) be a joint employer or co-employer with, or successor employer, of the Debtors. The Buyer shall not assume, nor be deemed to assume or in any way be responsible for, any Claim of the Debtors or their estates. Except as specifically provided by the Agreement, the Buyer shall not assume, be deemed to assume, or in any way be responsible for any Liens or Liabilities of the Debtors and/or their estates, including, without limitation, pursuant to any successor liability or other theory of liability or responsibility for any Claim against the Debtors, against an insider of the Debtors, against the Acquired Assets, the Debtors' assets, or similar liability.

17. Transfer of Acquired Assets Free and Clear of Liens and Liabilities. Pursuant to sections 105, 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets in accordance with the terms of the Agreement. The Acquired Assets shall be transferred to the Buyer and, upon Closing, such transfer shall (i) be valid, legal, binding and effective, (ii) vest the Buyer with all right, title and interest of any of the Debtors in the Acquired Assets, and (iii) upon payment of the Purchase Price, be free and clear of any Claims in accordance with Bankruptcy Code section 363(f). Any such Claims shall attach to the proceeds

of the Sale of the Acquired Assets with the same priority, validity, force, and effect (if any) as existed with respect to the Acquired Assets as of the Petition Date.

18. Avoidance Actions. Notwithstanding that the Acquired Assets include Avoidance Actions, the Buyer covenants and agrees that Avoidance Actions shall not be affirmatively pursued by the Buyer but may only be used as a defense where and as applicable. In such events, such Avoidance Actions may be pursued by Buyer as applicable.

19. Liability Regarding Employees Prior to Closing. The Buyer shall not be deemed to be a joint employer, single employer, co-employer, or successor employer with the Debtors for any purpose or under the laws of the United States, any state, territory, or possession thereof, and the Buyer shall not have any obligation to pay any past wages, benefits, or severance pay or extend or make any benefits or benefit programs, including, without limitation, the Consolidated Omnibus Budget Reconciliation Act of 1985 or any similar laws or regulations, to any of the Debtors' employees or former employees, including, without limitation, any such employees who may become employees of the Buyer.

20. Release of Liens. All Persons (a) holding Claims on the Acquired Assets, (b) that have filed financing statements, mortgages, or other documents or instruments evidencing Liens against the Acquired Assets, or (c) otherwise asserting Claims against the Acquired Assets shall, and hereby are directed to, execute and deliver to the Buyer such releases or termination statements to effectuate the Sale of the Acquired Assets to the Buyer free and clear of any and all Claims, and all Persons hereby are forever barred, estopped, and permanently enjoined from asserting such Persons' Claims against the Buyer or its affiliates. Upon consummation of the transactions set forth in the Agreement, if any Person that has filed financing statements, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Claims or Liens

against or in the Acquired Assets, has not delivered to the Debtors prior to closing under the Agreement, in proper form for filing and executed by the appropriate Persons, termination statements, instruments of satisfactions, releases of all Liens that such Person has with respect to the Acquired Assets (unless otherwise assumed in the Agreement), or otherwise, then: (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the Person with respect to the Acquired Assets; and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Acquired Assets of any kind or nature. For the avoidance of doubt, to the extent necessary, upon consummation of the transactions set forth in the Agreement, the Buyer is authorized to file termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings, or financing statements recorded to attach, perfect, or otherwise notice any Lien that is extinguished or otherwise released pursuant to this Sale Order under section 363 of the Bankruptcy Code.

21. Claims After Closing Date. Effective on the Closing Date, all Persons asserting Liens, Claims and/or contract rights against the Debtors and/or any of the Acquired Assets are hereby permanently enjoined and precluded from, with respect to such Liens, Liabilities, and/or contract rights: (a) asserting, commencing, or continuing in any manner any action against the Protected Parties, or against any Protected Party's assets or properties, including, without limitation, against the Acquired Assets; (b) the enforcement, attachment, collection, or recovery, by any manner or means, of any judgment, award, decree, or order against the Protected Parties or any properties or Acquired Assets of the Protected Parties; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Protected Parties or any properties or

Acquired Assets of the Protected Parties, including, without limitation, the Acquired Assets; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Protected Parties; and (e) taking any action, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Sale Order or the Agreement.

22. Interference with Acquired Assets. All Persons are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to the Buyer in accordance with the terms of the Agreement or this Sale Order.

23. Self-Executing Order. The provisions of this Sale Order authorizing the Sale of the Acquired Assets free and clear of Liens and Liabilities shall be self-executing, notwithstanding any requirement for approval or consent by any Person, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the foregoing provisions of this Sale Order; provided, however, that this paragraph shall not excuse such Persons from performing any and all of their respective obligations under this Sale Order or the Agreement, and the Debtors and the Buyer, and each of their respective directors, officers, employees, authorized signatories, members, agents, representatives, and attorneys are hereby authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Debtors or the Buyer deem necessary or appropriate to implement and effectuate the terms of the Agreement and this Sale Order.

24. Highest and Best Offer. The Sale of the Acquired Assets, the terms and conditions of the Agreement, the bid by the Buyer, and the transactions contemplated thereby

and all of the terms and conditions thereof, are the highest and best offer for the Acquired Assets and hereby are authorized and approved in all respects.

25. Back Up Bidder. The Debtors, after consultation with the Consultation Parties, have determined that Candy Cube Holdings, LLC is the Back-Up Bidder, and its last bid as set forth in the Transcript, shall be the Back-Up Bid which shall remain open unless the Buyer does not close prior to October 31, 2019.

26. Approval of Agreement and Other Contracts. The Agreement, substantially in the form attached hereto as Exhibit A, is hereby approved pursuant to section 363(b) of the Bankruptcy Code, and the Debtors are authorized to consummate and perform all of their obligations under the Agreement and to execute such other documents and take such other actions as are necessary or appropriate to effectuate the Agreement. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented in accordance with the terms thereof without further order of the Court.

27. Authorization Pursuant to Bankruptcy Code. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Sale of the Acquired Assets to the Buyer under the Agreement and the transactions related thereto, upon the Closing, are authorized and approved in all respects, and the Debtors shall be, and hereby are, authorized and empowered to sell such Acquired Assets to the Buyer in accordance with the Agreement and this Sale Order.

28. Order Binds Successors. The terms of this Sale Order shall be binding on in all respects upon: (a) the Buyer and its successors and assigns; (b) the Debtors and their affiliates; (c) successors of the Debtors, including, without limitation, any trustee or examiner appointed in the Chapter 11 Cases or upon a conversion of the Chapter 11 Cases to proceedings under chapter 7 of the Bankruptcy Code; (d) all known and unknown creditors of, and holders of equity

interests in, the Debtors, including, without limitation, any holders of Liens and Liabilities; (e) all non-Debtor counterparties to the Assumed Contracts; (f) state licensing authorities; and (g) all other parties in interest in the Chapter 11 Cases and their successors and assigns (collectively, the “Bound Parties”). This Sale Order shall survive any dismissal of the Chapter 11 Cases. The provisions of this Sale Order and the terms and provisions of the Agreement, and any actions taken pursuant hereto or thereto as of the date of entry of such order shall survive the entry of any order that may be entered confirming or consummating any chapter 11 plan of the Debtors or converting the Debtors’ Chapter 11 Cases to chapter 7, and the terms and provisions of the Agreement, as well as the rights and interests granted pursuant to this Sale Order and the Agreement shall continue in this or any superseding case and shall be binding upon the Bound Parties and their respective successors and permitted assigns, including, without limitation, any trustee or other fiduciary hereafter appointed as a legal representative of the Debtor under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in the Chapter 11 Cases or any cases under chapter 7 after any conversion of the Chapter 11 Cases shall be and hereby is authorized to operate the business of the Debtor to the fullest extent necessary to permit compliance with the terms of this Sale Order and the Agreement, and the Buyer and the trustee shall be and hereby are authorized to perform under the Agreement upon the appointment of the trustee without the need for further order of this Court.

29. Order Binds Government Authorities. This Sale Order shall be binding upon and govern all acts of all Persons, governmental units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code), and all holders of Liens and Liabilities, including, without limitation, federal, state, and governmental agencies and departments, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds,

administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report, insure any title or state of title in or to any lease, and each of the foregoing Persons, is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

30. Good Faith Purchaser. The Buyer is a good faith purchaser and is hereby granted and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code to a good faith buyer, including, without limitation, with respect to the transfer of the Assumed Contracts as part of the Sale of the Acquired Assets pursuant to section 365 of the Bankruptcy Code and this Sale Order.

31. Validity and Enforceability. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Sale Order are hereafter reversed, modified, or vacated by a subsequent order of the Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any transfer under the Agreement or obligation or right granted pursuant to the terms of this Sale Order (unless stayed pending appeal), and, notwithstanding any reversal, modification, or vacatur, the validity and enforceability of any transfer under the Agreement or obligation or right granted pursuant to the terms of this Sale Order shall be governed in all respects by the original provisions of this Sale Order and the Agreement, as applicable.

32. Transfer of Title. With respect to the transactions consummated pursuant to this Sale Order, this Sale Order shall be the sole and sufficient evidence of the transfer of title to the

Buyer, and the sale transaction consummated pursuant to this Sale Order shall be binding upon and shall govern the acts of all Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Sale Order, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such Persons is hereby directed to accept this Sale Order as sole and sufficient evidence of such transfer of title and shall rely upon this Sale Order in consummating the transactions contemplated hereby.

33. Buyer's Use and Enjoyment. All Persons, presently, or on or after the Closing Date, in possession of some or all of the Acquired Assets are directed to surrender possession of the Acquired Assets directly to the Buyer or its designees on the Closing Date or at such time thereafter as the Buyer may request. Following the Closing under the Agreement, no holder of any Liens against the Acquired Assets shall have any basis to interfere with the Buyer's use and enjoyment of the Acquired Assets based on or related to such Liens, or any actions that the Debtors may take in the Chapter 11 Cases, and no Person may take any action to prevent, interfere with, or otherwise impair consummation of the transactions contemplated in or by the Agreement or this Sale Order.

34. Authority to Assign, Lease, Sublease, License, Sublicense, Transfer, Otherwise Dispose. In connection with the transactions under the Agreement, in its sole and absolute discretion, the Buyer is authorized to allocate or assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of the Acquired Assets or the Assumed Liabilities, to any or

multiple Persons (affiliated or unaffiliated) all or a portion of its rights, interests, or obligations under the Agreement. Upon any such assignment, the references in this Sale Order or the Agreement to Buyer shall also apply to any such assignee.

35. Enforcement of Sale Order. Pursuant to section 105 of the Bankruptcy Code, creditors of the Debtors are prohibited from taking any actions against the Buyer or the Acquired Assets; provided, however, that nothing in this paragraph shall prevent any Person from seeking to enforce against the Buyer any applicable rights or obligations under the Agreement.

36. Release. Subject to and upon the Closing Date, the Debtors hereby waive any and all actions related to, and hereby release, the Buyer and the property of Buyer (including, without limitation, the Acquired Assets), and, as applicable, its shareholders, controlling persons, directors, agents, officers, subsidiaries, affiliates, successors, assigns, managers, principals, officers, employees, investors, funds, advisors, attorneys, professionals, representatives, accountants, investment bankers, and consultants, each in their respective capacity as such, from, any and all Liens and Liabilities of any kind, whether known or unknown, now existing or hereafter arising, asserted or unasserted, mature or inchoate, contingent or non-contingent, liquidated or unliquidated, material or non-material, disputed or undisputed, and whether imposed by agreement, understanding, law, equity, or otherwise, except to the extent assumed or established under the Agreement or this Sale Order.

37. Missing Provisions / No Impact on Enforceability. The failure to include specifically any particular provisions of the Agreement or any of the documents, agreements, or instruments executed in connection therewith in this Sale Order shall not diminish or impair the force of such provision, document, agreement, or instrument, it being the intent of the Court, the Debtors, and the Buyer, that the Agreement and each provision, document, agreement, and

instrument be authorized and approved in its entirety with such amendments thereto as may be made in conformity with this Sale Order prior to the Closing Date.

38. Notice of Assumption, Notice of Rejection, and Notice of Retention. No later than three (3) days prior to the Closing Date, Buyer shall, by delivering written notice to the Debtors, designate each Contract or Lease on the Closing Contract Notice as follows: (a) each Contract or Lease to be assumed by the Debtors and assigned to the Buyer pursuant to section 365 of the Bankruptcy Code effective as of the Closing Date will be designated as “assumed” and is referred to herein as an “Assumed Contract”; (b) each Contract or Lease to be rejected by the Debtors pursuant to section 365 of the Bankruptcy Code effective as of the Closing Date will be designated as “rejected” and is referred to herein as a “Rejected Contract”; and (c) each Contract or Lease for which the Buyer will not have determined whether such Contract or Lease will be an Assumed Contract or a Rejected Contract at such time will be designated as “Retained” and is referred to herein as a “Retained Contract.” Prior to the Closing Date, Debtors shall file a notice with the Bankruptcy Court setting forth the Assumed Contracts, the Rejected Contracts, and the Retained Contracts (collectively, the “Closing Contract Notice”).

39. Assumption and Assignment at Closing. Any unresolved Contract Objection regarding the Assumed Contracts or the Retained Contracts as defined herein shall be considered at the Supplement Assumption Hearing or such other or further hearing, and the authorizations contained in this Order, including but not limited to, this paragraph 39 and paragraphs 40, 41, 49, 50, 53, 54, and 55 of this order with respect to any unexpired lease or executory contract subject to a Contract Objection shall not be enforceable until entry of a further order by the Court following the Supplement Assumption Hearing or such other or further hearing, or by consent of the Contract Objection counterparties, the Debtors and the Buyer. Pursuant to this Sale Order

and subject to the Closing, the Assumed Contracts (other than Contracts that have a Contract Objection pending) listed on the Closing Contract Notice shall be assumed by the Debtors and assigned to the Buyer effective as of the Closing Date, and the Cure Costs for such Assumed Contracts (other than Contracts that have a Contract Objection pending) as set forth on the Closing Contract Notice will be paid by the Buyer on or as soon as practicable after the Closing Date.

40. Authorization for Assumption and Assignment of Assumed Contracts. Subject to the terms of the Agreement and the occurrence of the Closing Date thereunder, and pursuant to section 365 of the Bankruptcy Code, the Debtors are hereby authorized to assume each of the Assumed Contracts and assign such Contracts and Leases to the Buyer. The Debtors are hereby authorized to take all actions necessary to cause all Assumed Contracts to be assumed by the Debtors and assigned to the Buyer in accordance with section 365 of the Bankruptcy Code.

41. Consent to Assumption and Assignment. The non-Debtor counterparties to each Assumed Contract shall be deemed to have consented to such assignment under section 365(c)(1)(B) of the Bankruptcy Code, section 365(e)(2)(A)(ii) of the Bankruptcy Code, and otherwise, and the Buyer shall enjoy all of the rights and benefits under each such Assumed Contract as of the applicable effective date of assumption and assignment without the necessity of obtaining such Person's written consent to the assumption or assignment of such Assumed Contract. Any counterparty to an Assumed Contract that is a personal services contract that has not objected to the assignment thereof is deemed to consent to such assignment pursuant to section 365(c) of the Bankruptcy Code. Any counterparty to an Assumed Contract that is a shopping center lease that has not objected to the assignment thereof is deemed to consent to such assignment pursuant to section 365(c) of the Bankruptcy Code.

42. No Assumption and Assignment if Transaction Does Not Close. In the event that the Closing does not occur, none of the Contracts or the Leases shall be assumed or rejected by virtue of this Sale Order, and all of the Contracts and Leases shall remain subject to further administration in the Chapter 11 Cases.

43. Reserve Account. At Closing, the Buyer shall fund a reserve account controlled by the Buyer in the aggregate amount of the Cure Costs for the Retained Contracts (the “Reserve Account”). The balance in the Reserve Account, if any, after the expiration of the Retained Contract Period and the Cure Costs have been paid to all non-Debtor counterparties to Assumed Contracts shall be paid to the Debtors.

44. Retained Contract Period. Between the Closing Date and the date that is ninety (90) days after the Closing (the “Retained Contracts Period”), the Buyer may designate any Retained Contract as an Assumed Contract or a Rejected Contract. The Buyer shall be responsible for payment of all reasonable legal fees and expenses incurred by the Debtors’ estates in connection with any motion to extend the deadlines set forth in Section 365(d)(4) of the Bankruptcy Code, solely to the extent such motion is required to preserve a Retained Contract.

45. Retained Contracts. During the Retained Contracts Period, the Debtors shall not (a) assume or assign any Retained Contract unless and until it is designated by the Buyer as an Assumed Contract, (b) reject any Retained Contract unless and until the Retained Contract is (i) designated by the Buyer as a Rejected Contract or (ii) automatically becomes a Rejected Contract in accordance with the terms of the Agreement, or (c) terminate, amend, supplement, modify, waive any rights under, or create any adverse interest with respect to any Retained Contract without the prior written consent of the Buyer.

46. Post-Closing Costs for Retained Contracts. With respect to each Retained Contract: the Buyer shall be solely responsible for and directly pay for all costs associated with the continuation, operation, or holding by Debtors of such Retained Contract, limited to the amounts set forth in a budget proposed by the Debtors and approved by the Buyer before the Closing Date (“Retained Contracts Budget”), for the period from the Closing Date through the date (a) the Retained Contract is designated as an Assumed Contract, (b) the Retained Contract is designated as a Rejected Contract, or (c) the Retained Contract automatically becomes a Rejected Contract. If Buyer cannot directly pay the costs associated with the continuation or holding by the Debtors of any such Retained Contract, the Debtors shall pay such amounts and the Buyer shall promptly reimburse the Debtors for such cost up to the amount set forth in the Retained Contracts Budget for the applicable period of time. Notwithstanding anything herein to the contrary, if the Buyer fails to pay when due any costs associated with the continuation or holding by Debtors of any Retained Contract set forth in the Retained Contracts Budget in accordance with the Agreement, then such Retained Contract shall be deemed, upon delivery of three (3) Business Days’ prior written notice from the Debtors to Buyer of such breach and an opportunity to cure during such three (3) Business Day time period, an Excluded Asset for all purposes under the Agreement, except with respect to Buyer’s obligations to pay all amounts associated with such Retained Contract to the date that is the expiration of such three (3) Business Day notice period as provided in the Retained Contracts Budget with respect thereto. In the event that the costs associated with any Retained Contract exceed the Retained Contracts Budget (a “Designation Cost Overage”), Buyer shall not be liable for such Designation Cost Overage, other than as a result of damage or destruction of any Leased Real Property or as a result of the Buyer’s gross negligence or willful misconduct. For the avoidance of doubt, Buyer

shall retain the right to use all assets at any Leased Real Property that is subject to a Retained Contract, and to receive all the proceeds from any sale or use of goods and services at the Leased Real Property during the Retained Contracts Period.

47. Retained Contracts Designated as Assumed Contracts. The Retained Contracts that are designated as Assumed Contracts shall be assumed by the Debtors and assigned to the Buyer effective upon (a) the Debtors filing a notice of such designation with the Bankruptcy Court (each, an “Assumption and Assignment Notice”) and (b) the counterparty to any such Assumed Contract being paid the applicable Cure Costs set forth on Exhibit B attached hereto.

48. Except as explicitly provided in the Agreement or this Sale Order, unless and until a Contract or Lease becomes an Assumed Contract pursuant to the terms of this Sale Order, the Buyer shall have no liability under such Contract or Lease.

49. Cure Costs. All defaults or other obligations under the Assumed Contracts arising prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured by payment of and the receipt of the Cure Costs, and the non-Debtor counterparties to the Assumed Contracts shall be forever barred and estopped from asserting or claiming against the Debtors or the Buyer that any amounts are due or other defaults exist under such Assumed Contracts. The non-Debtor counterparties to the Assumed Contracts are (a) deemed to have consented thereto, notwithstanding anything to the contrary in the Assumed Contract or otherwise, (b) forever bound by such Cure Costs, (c) forever barred, estopped, and permanently enjoined from (i) objecting to the Cure Costs or asserting any Liabilities, other than the Cure Costs, against the Debtors, the Buyer, any assignee of the Assumed Contract, the Acquired Assets, or the Buyer’s other property or assets and (ii) taking any action against the Debtors, the

Buyer, any assignee of the Assumed Contract, the Acquired Assets, or the Buyer's other property or assets with respect to any Liability for cure, or any other Liability, under any Assumed Contract.

50. After Payment of Cure Costs. Payment of the Cure Costs to the non-Debtor counterparties in the amount set forth on Exhibit B attached hereto shall be deemed to discharge all of the Debtors' obligations to: (a) cure, or provide adequate assurance that the Debtors will promptly cure, any defaults under the Assumed Contracts; and (b) compensate, or provide adequate assurance that the Debtors will promptly compensate, any non-Debtor counterparties to the Assumed Contracts for any actual pecuniary loss resulting from any default under the Assumed Contracts.

51. Previously Omitted Contracts. If it is discovered that a Contract or Lease should have been listed on the Contract Schedule but was not listed on the Contract Schedule (any such Contract or Lease, a "Previously Omitted Contract"), the Debtors shall, immediately following the discovery thereof (but in no event later than two (2) Business Days following the discovery thereof), (a) notify the Buyer of such Previously Omitted Contract and all Cure Costs (if any) for such Previously Omitted Contract and (b) file a motion with the Bankruptcy Court on notice to the non-Debtor counterparties to such Previously Omitted Contract seeking entry of an order (the "Omitted Contract Motion") requesting that the Bankruptcy Court fix the Cure Costs and authorize the assumption and assignment or rejection of such Previously Omitted Contract in accordance with Section 5.10 of the Agreement. The Buyer shall then have until the later of the Retained Contract Deadline and ten (10) Business Days after the receipt of notice of the Previously Omitted Contract to designate such Previously Omitted Contract as an Assumed Contract, Rejected Contract, or, if the Retained Contracts Period is at least twenty (20) Business

Days in the future, a Retained Contract. The Debtors shall take all other actions necessary or appropriate to cause any Previously Omitted Contract to be treated in accordance with Section 5.10 of the Agreement. The Debtors shall be responsible for the payment of any Cure Costs related to a Previously Omitted Contract designated as an Assumed Contract to the extent that the Reserve Account is not sufficient to pay all Cure Costs or the balance has already been paid to the Debtors pursuant to Section 5.10(a)(iv) of the Agreement.

52. Obligations for Assumed Contracts After Petition Date and Prior to Closing Date.

Except as provided in the Agreement or this Sale Order, the Debtors shall be responsible for all Liabilities that arise between the Petition Date and the Closing Date relating to all Assumed Contracts.

53. Rights of Buyer Pursuant to Assumed Contracts. Upon the effective date of the assumption and assignment of each Assumed Contract, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all rights, title, and interest in and to each such Assumed Contract. The Debtors are authorized to take all actions reasonably necessary to effectuate the foregoing. In accordance with section 365(b)(2) and 365(f) of the Bankruptcy Code, upon assignment of the Assumed Contracts to the Buyer, (a) the Buyer shall have all of the rights of the Debtors thereunder and each provision of such Assumed Contracts shall remain in full force and effect for the benefit of the Buyer notwithstanding any provision in any such Assumed Contract or in applicable law that prohibits, restricts, or limits in any way such assignment or transfer, and (b) no Assumed Contract may be terminated, or the rights of any Person modified in any respect, including, without limitation, pursuant to any “change of control” clause, by any other Person thereto as a result of the consummation of the transactions contemplated by the Agreement.

54. Terms of Assumed Contracts. Pursuant to the Bankruptcy Code, any provision in any Assumed Contract that purports to declare a breach, default, or payment right as a result of an assignment or a change of control in respect of the Debtors is unenforceable, and all Assumed Contracts shall remain in full force and effect, subject only to payment of the appropriate Cure Cost, if any. No sections or provisions of any Assumed Contract that purports to provide for additional payments, penalties, charges, or other financial accommodations in favor of the counterparty to the Assumed Contract shall have any force or effect with respect to the transactions contemplated by the Agreement and assignments authorized by this Sale Order, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code, and no assignment of any Assumed Contract pursuant to the terms of the Agreement in any respect constitutes a default under any Assumed Contract.

55. Prohibitions Under Assumed Contracts Unenforceable. Non-Debtor counterparties to the Assumed Contracts shall be prohibited from charging any rent acceleration, assignment fees, increases, or other fees to the Buyer as a result of the assumption and assignment of any Assumed Contract.

56. No Waiver. The failure of the Debtors or the Buyer to enforce, at any time, one of more terms or conditions of any Assumed Contract shall not be a waiver of such terms and conditions or of the Debtors' or the Buyer's rights to enforce every term and condition of the Assumed Contracts.

57. Liabilities Under Assumed Contracts. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall have no Liabilities arising or relating to or accruing post-Closing under any of the Assumed Contracts.

58. Suspension or Revocation of Permits and Licenses. To the maximum extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Sale.

59. Change of Corporate Name. The Debtors shall, and are hereby authorized and empowered to, no later than five (5) Business Days after the Closing file a notice to (a) change their corporate names consistent with applicable law and (b) change the case captions, containing the new captions and the new corporate names of the Debtors as follows: Sugarfina, Inc. shall become SF Restructuring, Inc.; Sugarfina (Canada), Ltd. shall become SF Restructuring (Canada), Ltd.; and Sugarfina International, LLC shall become SF Restructuring International, LLC.

60. Avoidance of Sale. The Sale of the Acquired Assets is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code or other applicable law or statute.

61. Bulk Sale Laws. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the Sale and the transactions contemplated by the Agreement.

62. Inconsistencies. To the extent there are any inconsistencies between the terms of this Sale Order, the Agreement, and any prior order or pleading with respect to the Sale Motion in the Chapter 11 Cases, the terms of this Sale Order shall govern.

63. Non-Severability. The provisions of this Sale Order are non-severable and mutually dependent without the express written consent of the Buyer.

64. Provisions in Subsequent Orders. Nothing contained in any chapter 11 plan confirmed in the Debtors' Chapter 11 Cases, the order confirming any chapter 11 plan, or any order in the Chapter 11 Cases (including, without limitation, any order approving a wind-down or dismissal of the Chapter 11 Cases or any order entered as part of or after any conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from the provisions of the Agreement or this Sale Order, and to the extent of any conflict or derogation between this Sale Order or the Agreement and such future chapter 11 plan or order, the terms of this Sale Order and the Agreement shall control.

65. No Relief From Stay Necessary. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Agreement or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is hereby modified to the extent necessary to implement the preceding sentence.

66. Order Is Effective Immediately. Notwithstanding the provisions of Rules 6004(h), 6006(d), and 7062 of the Bankruptcy Rules, this Sale Order shall not be stayed after entry and shall be effective immediately upon entry, and its provisions shall be self-executing, and the Debtors and the Buyer are authorized to close the Sale immediately upon entry of this Sale Order. The Buyer has acted in "good faith," and, in the absence of any Person obtaining a stay pending appeal, if the Debtors and the Buyer close under the Agreement, then the Buyer shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Agreement if this Sale Order or any authorization contained herein is reversed or modified on appeal.

67. Sale Order Survives Dismissal. In the event of the dismissal of one or more of the Chapter 11 Cases, the terms of this Sale Order shall remain in effect notwithstanding section 349 of the Bankruptcy Code.

68. Repayment of DIP Facility. In furtherance of the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Secured Financing, (II) Granting Liens and Superpriority Administrative Expense Status, (III) Granting Adequate Protection, (IV) Modifying Automatic Stay, and (V) Authorizing Debtors to Use Cash Collateral* [ECF No. 227] (the “DIP Order”), upon the Closing, the Debtors shall, from the proceeds of the Sale, pay to SFCC Loan Investors, LLC (“SFCC”), in its capacity as the agent under the Debtor-in-Possession Loan and Security Agreement approved by the DIP Order (the “DIP Credit Agreement”), an amount in cash necessary to repay in full all Obligations (as defined in the DIP Credit Agreement) that the Debtors are required to pay on the Maturity Date (as defined in the DIP Credit Agreement) (the “DIP Payment”), provided, however, that the Repayment Premium shall not be paid by the Debtors, and the Success Fee, to the extent paid, shall be deemed a satisfaction of the principle indebtedness owed by Goldman Sachs Specialty Lending Group, L.P., and in connection therewith (y) \$330,000 from the Sale proceeds shall be set aside in a reserve to pay allowed claims under section 503(b)(9) of the Bankruptcy Code (the “503(b)(9) Reserve”); and (z) \$1,300,000, the amount necessary to fund the Carve-Out (as defined in the DIP Credit Agreement) shall be set aside from the Sale proceeds in a reserve (the “Carve-Out Reserve”) to pay the Carve-Out. The liens of Goldman Sachs Specialty Lending Group, L.P. shall attach to the funds in the 503(b)(9) Reserve and such funds shall not be disbursed absent further Court order or agreement of the parties. All parties’ rights with regard to the 503(b)(9) Reserve are reserved. The Lender shall provide its statement of Lender Expenses not later than October 29,

2019. To the extent an agreement has not been reached between the Lender (as defined in the DIP Credit Agreement), the Debtors, the U.S. Trustee and the Creditors' Committee as of the Closing as to the allowed amount of Lender Expenses (as defined in the DIP Credit Agreement) incurred on or before the Closing, (a) a reserve (the "Lender Expense Reserve") shall be funded from the Sale proceeds to pay the full amount of the disputed portion of the Lender Expenses (the "Disputed Expenses"), (b) the undisputed portion of the Lender Expenses shall be paid at Closing, (c) the Debtors, the U.S. Trustee or the Creditors' Committee, as the case may be, shall file with the Court and serve on the Lender a fee objection on or before November 8, 2019 (notwithstanding anything to the contrary set forth in the DIP Order), which objection shall be limited to the issue of the reasonableness of disputed Lender Expenses, and (d) the Lender Expenses thereafter allowed by the Bankruptcy Court shall be paid from the Lender Expense Reserve. All Obligations, when paid from Sale proceeds, (a) shall be deemed for all purposes to have been paid solely from the proceeds of the Collateral (as defined in the DIP Credit Agreement), (b) shall be and shall be deemed to be an indefeasible payment in full of all Obligations (subject to payment of Lender Expenses in accordance with the terms hereof), and (c) shall not under any circumstances be subject to disgorgement, surrender, turnover, return, reimbursement, indemnity, or other claim whatsoever, and any and all Persons are forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing any such action with respect to such payment and proceeds. Upon the Closing, the Maturity Date (as defined in the DIP Credit Agreement) shall have occurred and all commitments under the DIP Credit Agreement shall be reduced to zero and terminated and all obligations of the Lender in respect of the Carve-Out (as defined in the DIP Credit Agreement) shall be deemed satisfied and released.

69. Repayment of SFCC Prepetition Loan Agreement. Upon the Closing, the Debtors shall, from the proceeds of the Sale, pay to SFCC, in its capacity as First Lien Lender (as defined in the DIP Credit Agreement) under the SFCC Prepetition Loan Agreement (as defined in the DIP Credit Agreement), an amount in cash necessary to repay in full all Obligations (as defined in the SFCC Prepetition Loan Agreement) that the Debtors are required to pay on the Maturity Date (as defined in the SFCC Prepetition Loan Agreement), which amount, when received by First Lien Lender, (a) shall be deemed for all purposes to have been paid solely from the proceeds of the Collateral (as defined in the SFCC Prepetition Loan Agreement), (b) shall be and shall be deemed to be an indefeasible payment in full of all Obligations, and (c) shall not under any circumstances be subject to disgorgement, surrender, turnover, return, reimbursement, indemnity, or other claim whatsoever, and any and all Persons are forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing any such action with respect to such payment and proceeds.

70. Repayment of Goldman Sachs Specialty Lending Group, L.P. Other than as expressly set forth herein, no proceeds from the Sale shall be distributed to Goldman Sachs Specialty Lending Group, L.P., absent further Order of the Court.

71. Upon the Closing, the Debtors shall, from the proceeds of the Sale, deposit into a segregated account the amount of \$500,000 for the potential payment to Candy Cube Holdings, LLC or its affiliates ("Candy Cube") of a substantial contribution claim or whatever claim that Candy Cube may assert to recover something from the Debtors (collectively, the "Potential Candy Cube Claim"), which amount shall only be used or released pursuant to an order of the Court with respect to the Potential Candy Cube Claim; provided that this provision is without prejudice to (a) Candy Cube's rights to assert any claims in any amount and (b) all parties' rights

to contest any such claims. Subject to agreement with the Debtors and the Creditors' Committee, Candy Cube shall file a motion for such claim no later than November 24, 2019.

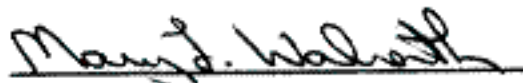
72. Buyer Is Party in Interest. The Buyer is a party in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Sale Order, the Sale, and any issues related to or otherwise connected to the Agreement and the Sale.

73. Exclusive Jurisdiction. The Court shall retain exclusive jurisdiction to enforce the terms and provisions of the Agreement, this Sale Order, and the Bidding Procedures Order in all respects and to decide any disputes concerning this Sale Order and the Agreement, or the rights and duties all Persons hereunder or thereunder, as applicable, or any issues relating to this Sale Order or the Agreement, including, without limitation, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Acquired Assets and any Assumed Contracts, and all issues and disputes existing in connection with the relief authorized herein, inclusive of those concerning the transfer of the Acquired Assets free and clear of all Liens and Liabilities.

Dated: October 28th, 2019
Wilmington, Delaware

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MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE