

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

In re:

SUGARFINA, INC., et al.,

Debtors.

Chapter 11

Case No. 19-11973 (MFW)

(Jointly Administered)

**NOTICE OF REJECTION OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that on October 16, 2019, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order [Docket No. 269] (the “Procedures Order”) in the above-referenced chapter 11 cases of Sugarfina, Inc. and its chapter 11 affiliates, the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), establishing, among other things, procedures (the “Rejection Procedures”) for the rejection of executory contracts (each a “Contract” and collectively the “Contracts”) and unexpired leases (each a “Lease” and collectively the “Leases”).

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Procedures Order, the Debtors hereby provide notice of their intent to reject the below referenced Contracts and Leases. Pursuant to the terms of the Procedures Order, unless a written objection is filed and served in accordance with the terms of the Procedures Order, the following Contracts and Leases will be rejected pursuant to section 365(a) of the Bankruptcy Code, effective as of the date set forth below in this Notice (the “Rejection Date”)¹:

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

NAME AND ADDRESS OF COUNTERPARTY	TITLE/DESCRIPTION OF EXECUTORY CONTRACT OR UNEXPIRED LEASE	REJECTION DATE
24 Seven 120 Wooster Street 4th Floor New York, NY 10012	U.S. Service Agreement Freelance and Full-Time	10/31/19
24 Seven Staffing, LLC PO BOX 5854 Hicksville, NY 11802-5854		

¹ The Rejection Date for a rejection of a lease of non-residential real property shall not occur until the later of (i) the Rejection Date set forth in this Rejection Notice and (ii) the date the Debtors relinquish control of the premises by turning over keys, key codes, and security codes, as applicable, to the applicable contract counterparty, or providing notice that the applicable contract counterparty may re-let the premises; provided, however, that the Rejection Date for a lease of non-residential real property rejected pursuant to this Notice shall not occur earlier than the date the Debtors filed and served this Notice.

5th Food Group 6750 Hillcrest Plaza Dr, Suite 204 Dallas, TX 75230-1442	Services Agreement	10/31/19
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Aerotek, Inc. Assistant Controller-Mid-Atlantic Region 7301 Parkway Dr Hanover, MD 21076	Services Agreement	10/31/19
Aerotek, Inc. Assistant Controller-Mid-Atlantic Region 7301 Parkway Dr Hanover, MD 21076	Exhibit A	10/31/19
Alligator Vending Systems Inc. 6020 Florence Ave Bell Gardens, CA 90201-4728	Alligator Vending Systems Service Agreement	10/31/19
Annex Cloud 5301 Beethoven St, #260 Los Angeles, CA 90066-7052	Annex Cloud Service Agreement	10/31/19
ANT USA Inc. 39138 Sand Pit Road Mason, NH 03048	Buyer's Toolbox Online Service Agreement	10/31/19
ANT USA Inc. 39138 Sand Pit Road Mason, NH 03048	Buyer's Toolbox Online Service Agreement	10/31/19
ANT USA Inc. 39138 Sand Pit Road Mason, NH 03048	Buyer's Toolbox Online Service Agreement	10/31/19
ASC Public Relations 1200 Bay Street Suite 901 Toronto, ON M5R 2A5 Canada	Services Agreement	10/31/19
Assembly Brands (dba W&P Designs) Attn: Josh Williams/Eric Prum 42 West St, #403 Brooklyn, NY 11222-6261	Exclusive License Agreement	10/31/19
BDA 15525 Woodinville Redmond Rd NE Woodinville, WA 98072-6977	Supplier Setup Packet, Terms & Conditions	10/31/19
Ben Smith 950 Main Street Apt 307 El Segundo, CA 90245	Services Agreement	10/31/19
BevMo 1401 Willow Pass Rd #900 Concord, CA 94520-796	Vendor Guide Receipt and Acknowledgement Form	10/31/19

Birchbox, Inc. 16 Madison Square W Suite 400 New York, NY 10010-1630	Birchbox, Inc. Distribution Agreement	10/31/19
Bridgegate, LLC 5 Peters Canyon, Suite 160 Irvine, CA 92606-1792	COO Agreement	10/31/19
Bridgegate, LLC 5 Peters Canyon, Suite 160 Irvine, CA 92606-1792	VP eCommerce Agreement	10/31/19
Buckley and Beale Ltd Somerset House Church Road Tormarton South Gloucestershire, GL9 1HT United Kingdom	Wholesale Reseller Agreement	10/31/19
Bunim/Murray Productions 1015 Grandview Avenue Glendale, CA 91201-2205	Company Attachment Deal Memo	10/31/19
Concur Technologies, Inc. 62157 Collections Center Drive Chicago, IL 60693-0001	SAP Concur Quotation	10/31/19
Corra Technology Inc. 363 Bloomfield Ave Ste 3C Montclair, NJ 07042-3655 Corra Technology Inc. 295 Madison Avenue, 31st Floor New York, NY 10017-6373	Work Order Consulting Schedule A	10/31/19
Corra Technology Inc. 363 Bloomfield Ave Ste 3C Montclair, NJ 07042-3655 Corra Technology Inc. 295 Madison Avenue, 31st Floor New York, NY 10017-6373	Master Services Agreement	10/31/19
Corra Technology Inc. 363 Bloomfield Ave Ste 3C Montclair, NJ 07042-3655 Corra Technology Inc. 295 Madison Avenue, 31st Floor New York, NY 10017-6373	Totalcase Subscription Work Order Schedule A	10/31/19
Creditcall Limited MERCHANTS HOUSE NORTH WAPPING ROAD BRISTOL, BS1 4RW United Kingdom	Payment Service Provision - Master Terms & Conditions	10/31/19

DCKAP, Inc. 3728 Atlantic Ave Long Beach, CA 90807-3409	Consulting Agreement	10/31/19
StartupDevs, Inc. dba Diamond Web Services 1507 7TH ST #476 SANTA MONICA, CA 90401-2605	Services Agreement	10/31/19
East West Hospitality Group 90 Benchmark Rd, Avon, CO 81620	Consulting Agreement	10/31/19
EC Design LLC 201 W Howard Lane Austin, TX 78753-9701 erincondren.com attn: Suzanne Brutacao and Zahra Anderson 4580 West 147th St Hawthorne, CA 90250	Co-Brand Collaboration	10/31/19
Eurofins Scientific, Inc., Eurofins Analytical Laboratories, Inc., Eurofins Microbiology Laboratories, Inc., Eurofins DQCI, LLC, Eurofins Craft Technologies, Inc. and Eurofins SF Analytical Laboratories, Inc. (plus additional business lines & subsidiaries) Eurofins Scientific, Inc. & Subsidiaries, et al. 2200 Rittenhouse St., Suite 150 Des Moines, IA 50321	General Terms & Conditions of Sale	10/31/19
Evan Maridou 95 Horatio Street Apt 7J New York, NY 10014-1590	Consulting Agreement	10/31/19
Extended Reality Labs Inc. Attn: Morgan Mercer 4505 Glencoe Avenue Marina del Rey, CA 90292-6372	Software License and Support Agreement	10/31/19
Fabletics, LLC 800 Apollo St El Segundo, CA 90245-4701	Promotion	10/31/19
Fortna Attn: General Counsel 333 Buttonwood Street West Reading, PA 19611-1199	Services Agreement	10/31/19
Garcia Analytics LLC dba Quality Analytics.io PO BOX 2038 Downey, CA 90242-0038	Consulting Agreement	10/31/19

Harper Dennis Hobbs 302/308 Regent Street London, W1B 3AT England (United Kingdom)	Consulting Agreement	10/31/19
Hirelogic Attn: Alan Garcia 3900 W Alameda Ave, Suite 1200 Burbank, CA 91505-4317	Consulting Agreement	10/31/19
Interplan LLC 604 Courtland Street, Suite 100 Orlando, FL 32804-1318	Menu of Services	10/31/19
Interplan LLC 604 Courtland Street, Suite 100 Orlando, FL 32804-1318	Consulting Agreement	10/31/19
Intralinks 685 3rd Avenue, 9th Floor New York, NY 10017	Services Agreement	10/31/19
Intralinks 685 3rd Avenue, 9th Floor New York, NY 10017	Work Order	10/31/19
IWD Agency 325 Florida St. Baton Rouge, LA 70801-1721 IWD Agency 575 5th Ave. New York, NY 10017-2422	IWD Agency Service Contract	10/31/19
Jardine Lloyd Thompson Canada Inc. 55 University Avenue, Suite 1200, Toronto, ON M5J 2H7 Canada	Cross Border Business Client Agreement	10/31/19
Jebbit, Inc. 280 Summer St. 7th Fl Boston, MA 02210-1131	SERVICES AGREEMENT	10/31/19
Kof-K Kosher Supervision 201 The Plaza Teaneck, NJ 07666-5156	Services Agreement	10/31/19
LexisNexis 230 Park Avenue, Suite 7 New York City, NY 10017	Subscription Agreement	10/31/19
Lisa Morales Productions LLC 9291 Grand Prix Ln Boynton Beach, FL 33472-2782	Influencer Agreement	10/31/19
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Listrak 100 West Millport Road Lititz, PA 17543-9323 LISTRAK INC. Candice Marple 100 West Millport Road Lititz, PA 17543	Master Services Agreement	10/31/19
Lizan Real Estate Consultant LLC dba Lizan Retail Advisors Attn: Jorge Lizan 1177 Avenue of the Americas, 5th Fl New York, NY 10036-2714	Services Agreement	10/31/19
LJM Consulting Inc. Attn: Irwin Schneidmil 312 Conklin St Farmingdale, NY 11735-2683	Services Agreement	10/31/19
MACH 1 GLOBAL SERVICES INC. 1530 W Broadway Rd Tempe, AZ 85282-1131	Master Transportation and Storage Agreement	10/31/19
Mazur Group 3103 Neilson Way Santa Monica, CA 90405-5355	Consulting Agreement	10/31/19
New York State Dept of Economic Development 625 Broadway Albany, NY 12207	Merchandising License Agreement, as amended by Amendment #1 to the Merchandising License Agreement	10/31/19
Nordstrom, Inc. PO Box 870 Seattle, WA 98111-0870 Nordstrom, Inc. Attn: Jenny Dubow 1700 Seventh Ave. Seattle, WA 98101	Schedule 9 to Sugarfina License Department Agreement	10/31/19
Nordstrom, Inc. PO Box 870 Seattle, WA 98111-0870 Nordstrom, Inc. Attn: Jenny Dubow 1700 Seventh Ave. Seattle, WA 98101	Schedule 12 to Sugarfina License Department Agreement	10/31/19
OutLoud Marketing LLC 8876 Gulf Fwy Suite # 122 Houston, TX 77017-6530	Services Agreement	10/31/19

Payworks Attn: Customer Service 1565 Wilson Place Winnipeg, MB R3T 4H1 Canada	Blue Marble Agreement	10/31/19
Payworks Attn: Customer Service 1565 Wilson Place Winnipeg, MB R3T 4H1 Canada	Payroll Administration Software and Services	10/31/19
Pepperi 106 West 32nd Street, 2nd Floor New York, NY 10001-0074	Pricing Proposal	10/31/19
Pepperi 106 West 32nd Street, 2nd Floor New York, NY 10001-0074	Statement of Work - Pepperi for NetSuite Integration	10/31/19
Pepperi 106 West 32nd Street, 2nd Floor New York, NY 10001-0074	Subscription Agreement	10/31/19
Percolata Corp. 3790 EL CAMINO REAL PALO ALTO, CA 94306-3314	Percolata Scheduling Service Agreement	10/31/19
Podell Real Estate Advisors, LLC Joshua Podell 35 Chestnut Hill Roslyn, NY 11576	Amendment 1 to Consulting Agreement	10/31/19
Podell Real Estate Advisors, LLC Joshua Podell 35 Chestnut Hill Roslyn, NY 11576	Consulting Agreement	10/31/19
Portier LLC Attn: Legal 160 Greentree Dr Suite 101 Dover, DE 19904-7620 Uber Technologies, Inc. Attn: Legal Contracts 1455 Market Street, Suite 400 San Francisco, CA 94103-1355	Uber EATS Service Agreement	10/31/19
Prolecto Resources, Inc. 269 S Beverly Drive #189 Beverly Hills, CA 90212-3851 Prolecto Resources 3042 Cavendish Drive Los Angeles, CA 90064-4616	Prolecto (Final)	10/31/19

Prolecto Resources, Inc. 269 S Beverly Drive #189 Beverly Hills, CA 90212-3851 Prolecto Resources 3042 Cavendish Drive Los Angeles, CA 90064-4616	Prolecto Sugarfina Final Agreement	10/31/19
Prolecto Resources, Inc. 269 S Beverly Drive #189 Beverly Hills, CA 90212-3851 Prolecto Resources 3042 Cavendish Drive Los Angeles, CA 90064-4616	Retainer Request	10/31/19
Retail Innovations, LLC Attn: Susan Provost 506 West Main Street Brenham, TX 77833-3663	Services Agreement	10/31/19
Retention Science (WaJao, Inc.) 2601 Ocean Park Blvd Ste 104 Santa Monica, CA 90405-5216	ReSci Order Form	10/31/19
Retention Science (WaJao, Inc.) 2601 Ocean Park Blvd Ste 104 Santa Monica, CA 90405-5216	ReSci Addendum	10/31/19
Retention Science (WaJao, Inc.) 2601 Ocean Park Blvd Ste 104 Santa Monica, CA 90405-5216	Privacy Policy Terms and Conditions	10/31/19
Retention Science (WaJao, Inc.) 2601 Ocean Park Blvd Ste 104 Santa Monica, CA 90405-5216	Retention Science Order Form	10/31/19
RightClick Attn: Baiju Mehta 1221 E. Dryer Road, Suite 225 Santa Ana, CA 92705-5654	Services Agreement	10/31/19
Sargenti Architects 461 From Road Ste 255 Paramus NJ, NJ 07652-3526 Sargenti Architects Attn: Melanie Gifford 448 S Hill St STE 808 Los Angeles, CA 90013-1135	Services Agreement	10/31/19
Saw & Associates, Inc. Attn: Stacy Wilder 3859 Cardiff Ave Culver City, CA 90232-2613	Consulting Agreement	10/31/19
Securitas PO BOX 403412 Atlanta, GA 30384-3412	Agreement	10/31/19

Hawk Applications Corp. dba ShipHawk 925 De La Vina, Ste 300 Santa Barbara, CA 93101-8218 ShipHawk 3463 State Street, Suite 245 Santa Barbara, CA 93105-2662	License Agreement	10/31/19
Security of Los Angeles PO Box 13604 Philadelphia, PA 19101-3604	Commercial Purchase Agreement	10/31/19
Sugartown Worldwide LLC 800 Third Ave. King of Prussia, PA 19406-1412	2nd Amendment to Co-Branded Collaboration Agreement	10/31/19
Sugartown Worldwide LLC 800 Third Ave. King of Prussia, PA 19406-1412	Co-Branded Collaboration Agreement	10/31/19
Sum, a DBA of Awkward Hug, LLC Attn: James Babb 323 Senator St, 1 FL Brooklyn, NY 11220-5310	Consulting Agreement	10/31/19
Swyft, Inc 140 Geary St, 7th Floor San Francisco, CA 94108-5617	"Swyft" store agreement	10/31/19
The Ultimate Software Group, Inc. 2000 Ultimate Way Weston, FL 33326-3643 Ultimate Software PO BOX 930953 Atlanta, GA 31193-0953	SaaS Agreement	10/31/19
Think Retail 4046676 Canada Inc. 6600 Boul Decane, Suite 210 Montreal, QC H3X 2K4 Canada	Consulting Agreement	10/31/19
West Publishing Company Customer Service 610 Opperman Dr PO Box 64833 Eagan, MN 55123-1803	Order Form	10/31/19
Westlaw Customer Service 610 Opperman Dr PO Box 64833 Eagan, MN 55123-1805	Software Subscriber Agreement	10/31/19
Young America Capital (YAC) Attn: Peter Formanek 141 East Boston Post Road Mamaroneck, NY 10543-3758	Letter Agreement	10/31/19

Zeena Freeman 1130 Cole Street San Francisco, CA 94117-4320	Services Agreement	10/31/19
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PLEASE TAKE FURTHER NOTICE that objections, if any, to this Notice must be filed and served so that such objection is filed with the Court and actually received by the following parties no later than ten (10) days after this Notice is filed: (i) counsel to the Debtors: Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801 Attn: Brya Keilson, bkeilson@morrisjames.com and Shulman & Bastian, LLP 100 Spectrum Center Drive; Suite 600 Irvine, CA 92618 Attn: Alan Friedman, afriedman@shbllp.com; (ii) counsel to the Debtors' first lien lender, SFCC Loan Investors, LLC, Loeb & Loeb LLP, 345 Park Avenue, New York, NY 10154, Attn: Vadim J. Rubinstein, vrubinstein@loeb.com; (iii) counsel to the Debtors' second lien lender, Goldman Sachs Specialty Lending Group L.P., King & Spalding LLP, 1180 Peachtree Street, Northeast, Suite 1600, Atlanta, Georgia 30309, Attn: W. Austin Jowers, ajowers@kslaw.com; (iv) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Timothy J. Fox, Esq.), timothy.fox@usdoj.gov, and (v) counsel to the official committee of unsecured creditors: Bayard P.A., 600 N. King Street, Suite 400, Wilmington, DE 19801, Attn: Erin Fay and Justin Alberto, efay@bayardlaw.com and jalberto@bayardlaw.com.

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

PLEASE TAKE FURTHER NOTICE that if an objection to this Notice is timely filed and served, the Debtors shall seek a hearing on such objection and shall provide at least seven (7) days' notice of such hearing to the objecting party and the Objection Notice Parties. If the Court upholds the Debtors' determination to reject the applicable Contract or Lease, then the applicable Contract or Lease shall be deemed rejected (a) as of the Rejection Date or (b) as otherwise determined by the Court as set forth in any order overruling such objection.

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

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Procedures Order, you will receive notice of any order entered rejecting any Contract or Lease set forth in this Notice to which you are a counterparty no later than two (2) days after entry of such order.

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Procedures Order, for any claim that you may assert against the Debtors as a result of the rejection of any Contract or Lease, you must submit a proof of claim for damages arising from such rejection, on or before the later of (a) the deadline for filing proofs of claim established by the Court in the

Debtors' cases, or (b) thirty-five (35) days after the date of service of the Rejection Order. If you do not timely file such proof of claim, you shall not be treated as a creditor with respect to such claims for voting on any chapter 11 plan in these cases and shall be forever barred from asserting a claim for rejection damages arising from the rejection of the above-referenced Contract or Lease and from participating in any distributions that may be made in connection with these chapter 11 cases unless otherwise ordered by the Court.

DATED: October 31, 2019
Wilmington, Delaware

MORRIS JAMES LLP

/s/ Brya M. Keilson

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