

**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. Docket No. _____

**ORDER APPROVING DEBTORS' MOTION FOR ENTRY OF AN
ORDER FIXING CURE COSTS AND AUTHORIZING THE
ASSUMPTION AND ASSIGNMENT, REJECTION OR RETENTION
OF EXECUTORY CONTRACTS NOT PREVIOUSLY INCLUDED**

Upon consideration of the *Debtors' Motion for Entry of an Order Fixing Cure Costs and Authorizing the Assumption and Assignment, Rejection or Retention of Executory Contracts Not Previously Included* (the "Motion")², filed by the above-captioned debtors and debtors-in-possession (the "Debtors"); and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

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

² Except where otherwise indicated, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

2. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

3. The following procedures are adopted:

a. Any objection to any Cure Cost set forth on the Supplemental Cure Notice or to the assumption and assignment to the Proposed Assignee by any Contract Counterparty, including with respect to adequate assurance of future performance of the Proposed Assignee (collectively, a “Contract Objection”), must: (a) be in writing; (b) state the basis for such objection with specificity; (c) if it contests any Cure Cost set forth in the Supplemental Cure Notice, state with specificity what amounts, costs, or expenses the Contract Counterparty believes must be paid or actions or obligations must be performed or satisfied pursuant to the Bankruptcy Code to effectuate the assumption by the applicable Debtor and the assignment to the Proposed Assignee (in all cases with appropriate documentation in support thereof); (d) comply with the Bankruptcy Rules and the Local Rules; (e) be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, by 4:00 p.m. (ET) on November 8, 2019 (the “Contract Objection Deadline”); and, (f) be served upon: (i) the Debtors, 1700 East Walnut Avenue, 5th Floor, El Segundo, California 90245, Attn: Lance Miller, lance.miller@sugarfina.com; (ii) counsel to the Debtors, Shulman & Bastian LLP, 100 Spectrum Center Drive, Suite 600, Irvine, California 92618, Attn: Alan J. Friedman, afriedman@shbllp.com and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington Delaware 19806, Attn: Brya M. Keilson, Esquire, bkeilson@morrisjames.com; (iii) counsel to the Proposed Assignee, Olshan Frome Wolosky LLP, 1325 Avenue of the Americas, New York, NY 10019 Attn: Adam Friedman, AFriedman@olshanlaw.com; and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800,

Wilmington DE 19801 Attn: Kerri Mumford, mumford@lrclaw.com; (iv) the Office of the United States Trustee, United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: U.S. Trustee; (v) counsel to the Committee, Bayard, P.A., 600 North King Street, Suite 400, Wilmington, DE 19801, Attn: Erin R. Fay, efay@bayardlaw.com; (vi) 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; and (vii) counsel to the Debtors' second lien lender, Goldman Sachs Specialty Lending Group L.P., King & Spalding LLP, 1180 Peachtree Street, N.E., Atlanta, Georgia 30309, Attn: W. Austin Jowers, ajowers@kslaw.com.

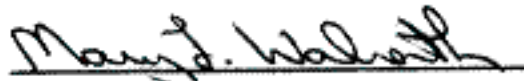
b. If no Contract Objection for a contract listed on the Supplemental Cure Notice is timely asserted by the Contract Counterparty and received in accordance with the procedures set forth herein, then: (a) the Contract Counterparty will be deemed to have consented to the assumption and assignment of the relevant contract; (b) the Contract Counterparty will be forever barred and estopped from asserting any objection to the propriety or effectiveness of the assumption and assignment of the relevant contract against the Debtors, the Proposed Assignee, or the property of any of them; (c) the Cure Cost set forth on the Supplemental Cure Notice for such contract shall be controlling and the Contract Counterparty will be deemed to have consented thereto, notwithstanding anything to the contrary in the applicable contract or otherwise; and (d) the Contract Counterparty will be forever barred and estopped from objecting to the Cure Cost or asserting any claims, other than the Cure Costs, against the Debtors, the Proposed Assignee, or the property of any of them.

4. The Debtors shall serve the Contract Counterparties with the adequate assurance information provided by the Proposed Assignee at the same time the Debtors serve this Motion on the Contract Counterparties.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

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

Dated: November 13th, 2019
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE