

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

In re:

CAFE HOLDINGS CORP., *et al.*,¹

Debtors.

Chapter 11

Case No. 18-05837 (hb)

(Jointly Administered)

**SECOND OMNIBUS ORDER APPROVING THE REJECTION OF
CERTAIN EXECUTORY CONTRACTS PURSUANT TO BANKRUPTCY
CODE § 365 AND BANKRUPTCY RULE 6006**

Upon the *Debtors' Second Omnibus Motion for an Order Approving the Rejection of Certain Executory Contracts Pursuant to Bankruptcy Code § 365 and Bankruptcy Rule 6006* (the "**Motion**")² of the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**"); and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and it appearing that venue of this proceeding and this Motion are properly in this district under 28 U.S.C. §§ 1408 and 1409; and it appearing that notice of the Motion and opportunity for hearing on the Motion was appropriate under the circumstances and that no other or further notice with respect to the Motion need be given; and after due deliberation and sufficient cause appearing therefore, IT IS HEREBY ORDERED:

1. The Motion is GRANTED as set forth herein.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Cafe Holdings Corp. (7910); Cafe Enterprises, Inc. (4946); CE Sportz LLC (2009); and CES Gastonia LLC (0863). The location of the Debtors' corporate headquarters is 4324 Wade Hampton Blvd., Suite B, Taylors, South Carolina 29687.

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to the such terms in the Motion.

2. Pursuant to Bankruptcy Code § 365 and Bankruptcy Rule 6006, the Contracts listed on **Exhibit 1** attached hereto are hereby rejected as of March 12, 2019 without further order of the Court and without the need for further action by the Debtors or any other party.

3. To the extent that Bankruptcy Rule 6004(h) is applicable, the terms and conditions of this Order shall nonetheless be effective immediately and enforceable upon entry of this Order.

4. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

AND IT IS SO ORDERED.

EXHIBIT 1

Rejected Contracts

Contract Counterparty	Contract
Advanced Disposal 5734 Columbia Rd Grovetown, GA 30813	Waste/Recycle hauler #0026 Evans
Airgas National Welders PO Box 601985 Charlotte, NC 28260	CO2 Equipment Lease
BDO USA, LLP PO Box 642743 Pittsburgh, PA 45264	Tax Services Engagement Letter
Blue Mountain BZ, Inc. 1595 Peachtree Pkwy. Cumming, GA 30041	Service Agreement (Cinnamon apples, firecracker sticks, pot pie filling)
CIT 21146 Network Place Chicago, IL 60673	Printer Equipment Lease
Demetri's Gourmet Mixes 8230 5th Avenue S. Suite A Seattle, WA 90108	Beverage Pricing Agreement
Easton, Eric 4324 Wade Hampton Blvd STE B Taylors, SC 29687	Employment Agreement
Ecolab Ecolab Center St. Paul, MN 55102	Dish Machine Lease
Ecolab 26252 Network Place Chicago, IL 60673	Pest Elimination and Prevention Service
Ecolab PO Box 32027 New York, NY 10087	Dish Machine Lease
Employment Screening Service 2500 Southlake Park Birmingham, AL 35244	Background and Drug Testing Service
FedEx PO Box 371461 Pittsburgh, PA 15250	Shipping Pricing Agreement

Contract Counterparty	Contract
Fresh Point 1200 Oakley Industrial Blvd. STE B Fairburn, GA 30213	Produce Supply and Distribution Contract
Fresh Point 1200 Oakley Industrial Blvd. STE B Fairburn, GA 30213	Potato/Onion Service Agreement
Gamecock Sports Properties PO Box 16914 Kansas City, MO 64184	South Carolina Sponsorship
InComm 250 Williams St. 5 th Floor Atlanta, GA 30303	Wholesale Gift Card Sales (Sam's Club & BJ's)
JanPro of Western Carolina 128 Milestone Way Greenville, SC 29615	Office Cleaning Service
Just 4 Fun LLC 318 Sandy Springs Circle Atlanta, GA 30328	Kids Menu Agreement
Kelly, Thomas 4388 Fulcher Rd. Hepzibah, GA 30815	Retention Agreement
Knox Sport 13063 West Linebaugh Ave. Tampa, FL 33626	Clemson Sponsorship
Lincolnton Voucher Coup 514 S. Academy St. Lincolnton, NC 28093	Senior Meal Program Agreement
Market Force Information, Inc PO Box 270355 Louisville, CO 80023	Guest Feedback Services Agreement
Mazany, James 4324 Wade Hampton Blvd STE B Taylors, SC 29687	Employment Agreement
Patrice and Associates 10020 Southern Maryland Blvd STE 100 Dunkirk, MD 20754	Recruiting Agency Agreement
Republic Services 684 Mauldin Rd. Greenville, SC 29607	Waste/Recycle hauler #0008 Southport

Contract Counterparty	Contract
Smith, Holly 4324 Wade Hampton Blvd STE B Taylors, SC 29687	Employment Agreement
Staples, Inc. 6600 Embassy Row BLDG 600 STE 400 Atlanta, GA 30328	Office Supplies Pricing agreement
Toshiba Business Solutions 201-C Pelham Davis Circle Greenville, SC 29615	Office Printer Lease
Velosio 5747 Perimeter Rd STE 200 Dublin, OH 43017	Financial Software Licensing and Service Agreement
Waitr 1100 Bertrand Dr. Suite 2 Lafayette, LA 70506	Food Delivery Agreement
Waste Connections 1010 Rogers Bridge Road Duncan, SC 29334	Waste/Recycle hauler #0001 Waccamaw
WebFX 1705 N. Front St. Harrisburg, PA 17102	Marketing Agreement