

Exhibit B

Blackline Showing Conforming/Clean-up Edits to Proposed Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:

HALT MEDICAL, INC.,

Debtor.

Chapter 11

Case No. 17-10810 (LSS)

Ref. Docket Nos. [18](#) & [55](#)

ORDER (A) APPROVING BIDDING PROCEDURES AND SALE PROCEDURES; (B) APPROVING FORM AND MANNER OF NOTICES; (C) APPROVING FORM OF ASSET PURCHASE AGREEMENT, INCLUDING BREAK-UP FEE AND EXPENSE REIMBURSEMENT; (D) SCHEDULING DATES TO CONDUCT AUCTION AND HEARING TO CONSIDER FINAL APPROVAL OF SALE AND RELATED MATTERS; (E) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (F) GRANTING RELATED RELIEF

Upon the *Debtor's Motion for Orders (A)(I) Authorizing and Approving Bidding Procedures, Break-Up Fee and Expense Reimbursement; (II) Authorizing and Approving the Debtor's Entry into the Stalking Horse APA; (III) Approving Notice Procedures; (IV) Scheduling an Auction and Sale Hearing; and (V) Approving Procedures for Assumption and Assignment of Executory Contracts and Unexpired Leases and Determining Cure Amounts and (B)(I) Authorizing the Sale of Substantially All of the Debtor's Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances; (II) Approving the Stalking Horse APA; and (III) Authorizing the Debtor to Assume and Assign Certain Executory Contracts and Unexpired Leases* [D.I. 18] ([as supplemented May 3, 2017 \[D.I. 55\]](#)), the "Motion")¹ filed by the above captioned debtor and debtor-in-possession (the "Debtor"); and having reviewed the Motion, and the record in this case, and having considered the statements

¹ Reference herein is made to the bidding procedures attached hereto as Exhibit 1 (the "Bidding Procedures") and that certain Asset Purchase Agreement dated as of April 12, 2017 among Acessa AssetCo LLC as purchaser (the "Stalking Horse Bidder"), and the Debtor, as seller (the "Stalking Horse APA"), as applicable.

of counsel for the Debtor and the Stalking Horse Bidder the Court finds that establishing bidding procedures and sale procedures in connection with a sale of the Purchased Assets (defined below), in accordance with the provisions contained in this Order, is in the best interests of the Debtor's estate; accordingly,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. 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 any conclusions of law herein constitute findings of fact, they are adopted as such.

B. The Court has jurisdiction over the Motion and the transactions contemplated by the Stalking Horse APA 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)(A), (M) and (O). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases for the relief requested in the Motion are (i) sections 105, 363, 365, 503, and 507 of the Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code") and (ii) Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014, and (iii) Local Rules 2002-1, 6004-1 and 9006-1.

D. Good and sufficient notice of the Motion and the relief sought therein has been given under the circumstances, and no other or further notice is required except as set forth

herein with respect to the hearing to be conducted to approve the transactions contemplated by the Stalking Horse APA (the “Sale Hearing”). A reasonable opportunity to object or be heard regarding the relief provided herein has been afforded to parties in interest.

E. The Debtor’s proposed notice of the Bidding Procedures is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of substantially all of the Debtor’s assets (the “Purchased Assets”), the auction (the “Auction”) for the Purchased Assets, and the Bidding Procedures to be employed in connection therewith.

F. The Debtor has articulated good and sufficient reasons for the Court to: (i) approve (a) the Bidding Procedures and (b) the Break-Up Fee and Expense Reimbursement as provided in the Stalking Horse APA and this Order; (ii) authorize the Debtor’s entry into (but not consummation of) the Stalking Horse APA; (iii) schedule the Auction and Sale Hearing; (iv) approve the form and manner of notice of the Motion and the sale of the Purchased Assets (the “Sale Notice”) (iv) approve the procedures for the assumption and assignment of such executory contracts and unexpired leases (collectively, the “Assigned Contracts”), including notice of proposed cure amounts; and (iv) grant related relief.

G. The entry of this Order is in the best interests of the Debtor, its estate, creditors and other parties in interest.

H. The Bidding Procedures are fair, reasonable, and appropriate, and are designed to maximize the value to be achieved for the Purchased Assets. The Bidding Procedures were negotiated in good faith by the Debtor and the Stalking Horse Bidder.

I. The Debtor has demonstrated a compelling business justification of the payment of the Break-up Fee and Expense Reimbursement under the circumstances set forth in the Stalking Horse APA. The Break-up Fee and Expense Reimbursement (i) are payable as provided in Sections 4.3 and 9.3 of Stalking Horse APA, (ii) are of substantial benefit to the Debtor's estate, (iii) are reasonable and appropriate, including in light of the size and nature of the sale and the efforts that have been or will be expended by the Stalking Horse Bidder notwithstanding that the proposed sale is subject to higher and better offers for the Purchased Assets, (iv) were negotiated by the parties at arm's length and in good faith, and (v) are necessary to ensure that the Stalking Horse Bidder will continue to pursue its proposed acquisition of the Purchased Assets contemplated by the Stalking Horse APA. The Stalking Horse Bidder is unwilling to commit to purchase the Purchased Assets under the terms of the Stalking Horse APA absent approval of the Break-up Fee and Expense Reimbursement.

J. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c).

K. The procedures for the assumption and assignment of executory contracts and unexpired leases are fair, reasonable, and appropriate, and comply with the provisions of section 365 of the Bankruptcy Code.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED to the extent set forth herein.
2. Except as provided to the contrary herein, all objections to the Motion or the relief provided herein that have not been withdrawn, waived or settled, and all reservations of rights included therein, hereby are overruled and denied on the merits with prejudice.
3. The Bidding Procedures, attached hereto as Exhibit 1, are hereby approved in their entirety, are incorporated by reference, and shall govern the bids and proceedings related

to the sale and the Auction, and the Bidding Procedures Key Dates, attached hereto as Exhibit 2, are hereby approved in their entirety. The Debtor is authorized to take any and all actions necessary to implement the Bidding Procedures.

4. The Debtor may sell the Purchased Assets and enter into the transactions contemplated by the Stalking Horse APA by conducting an Auction in accordance with the Bidding Procedures.

5. The Auction shall take place on June 5, 2017 at 10:00 a.m. (prevailing Eastern Time) at the New York offices of Cooley LLP, 1114 Avenue of the Americas, New York, New York 10036. The Auction shall be conducted in accordance with the Bidding Procedures.

6. The Sale Hearing shall be held before the Court on June 6, 2017 at 10:00 a.m./~~p.m.~~ (prevailing Eastern Time).

7. Objections, if any, to the sale of the Purchased Assets and the transaction contemplated by the Stalking Horse APA, or the relief requested in the Motion must: (a) be in writing; (b) comply with the Bankruptcy Rules and the local rules of the Court; (c) be filed with the Bankruptcy Court on or before 4:00 p.m. (prevailing Eastern Time) on May 30, 2017 (the "Sale Objection Deadline"); and (d) be served upon: (i) Halt Medical, Inc., 131 Sand Creek Road, Suite B, Brentwood, CA 94513 (Attn: Kimberly Bridges-Rodriguez), kbridges@haltmedical.com, (ii) special corporate counsel to the Debtor, Cooley LLP, 101 California Street, 5th Floor, San Francisco, CA 94111-5800 (Attn: Robert L. Eisenbach III, Esq.) reisenbach@cooley.com, and lead counsel for the Debtor, Drinker Biddle & Reath LLP, 222 Delaware Avenue, Suite 1410, Wilmington, DE 19801 (Attn: Steven K. Kortanek, Esq.) steven.kortanek@dbr.com; (iii) counsel for the Pre-petition Agent, Arnold & Porter Kaye

Scholer LLP, 601 Massachusetts Avenue, N.W., Washington, D.C. 20001 (Attn: Michael L. Bernstein); (iv) counsel for the Stalking Horse Purchaser, Smith, Gambrell & Russell, LLP, Suite 3100, Promenade, 1230 Peachtree Street, N.E., Atlanta, Georgia 30309 (Attn: Brian P. Hall, Esq.); bhall@sgrlaw.com, Waller Lansden Dortch & Davis, LLP, 100 Congress Avenue, Suite 1800, Austin, TX 78701 (Attn: Morris D. Weiss, Esq.); morris.weiss@wallerlaw.com, and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, DE 19801 (Attn: Adam G. Landis, Esq.) landis@lrclaw.com, and (v) the Office of the United States Trustee, United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Richard Schepacarter, Esq. and Brya Keilson, Esq.) richard.schepacarter@usdoj.gov and brya.keilson@usdoj.gov (collectively, the “Objection Notice Parties”), in each case, so as to be received no later than 5:00 p.m. (prevailing Eastern Time) on the Sale Objection Deadline.

8. The notice, substantially in the form attached hereto as Exhibit 3 (the “Sale Notice”), is hereby approved.

9. On or before three (3) business days after entry of this Order, the Debtor will cause the Sale Notice to be sent by first-class mail postage prepaid, to the following: (a) all creditors or their counsel known to the Debtor to assert a lien (including any security interest), claim, right, interest or encumbrance of record against all or any portion of the Purchased Assets, including the Noteholders; (b) the Office of the United States Trustee for the District of Delaware; (c) counsel to the Stalking Horse Bidder; (d) counsel to the Pre-petition Agent; (e) all parties in interest who have requested notice pursuant to Bankruptcy Rule 2002; (f) all applicable federal, state and local taxing and regulatory authorities of the Debtor or recording offices or any other governmental authorities that, as a result of the sale of the Purchased Assets, may have claims, contingent or otherwise, in connection with the

Debtor's ownership of the Purchased Assets or have any known interest in the relief requested by the Motion; (g) all counterparties to any Executory Contract or Lease of the Debtor; (h) all other known creditors and interest holders of Debtor; and (i) all potential bidders previously identified or otherwise known to the Debtor.

10. The notice, substantially in the form attached hereto as Exhibit 4 (the "Cure Notice"), of potential assumption and assignment of certain of the Debtor's executory contracts and unexpired leases to be listed in the Cure Notice (collectively, the "Scheduled Contracts"), is hereby approved.²

11. On or before three (3) business days after the entry of this Order, the Debtor shall serve by first-class mail or hand delivery the Cure Notice on all non-Debtor parties to the Scheduled Contracts. The Cure Notice shall identify the Scheduled Contracts and provide the cure amounts that the Debtor believes must be paid to cure all prepetition defaults under the Scheduled Contracts (each a "Cure Amount" and, collectively, the "Cure Amounts").

12. Any objection to the Cure Amount or to the assumption and assignment to the Stalking Horse Bidder, including with respect to adequate assurance of future performance of the Stalking Horse Bidder (collectively, a "Contract Objection"), must be filed with the Court on or before the Sale Objection Deadline, and served so as to be received the same day as the objection is filed, upon the Objection Notice Parties.

13. Any Contract Objection must state the basis for such objection and state with specificity what Cure Amount the party to the Assigned Contract believes is accurate (in all

² The Stalking Horse APA provides that the Stalking Horse Bidder has the right to elect to have the Debtor assume and assign executory contracts and unexpired leases and that the Stalking Horse Bidder shall be responsible for payment of the Cure Costs after a Scheduled Contract is designated for assumption and assignment, and the assumption becomes effective.

cases with appropriate documentation in support thereof). If no Contract Objection is timely received, the Cure Amount set forth in the Cure Notice shall be controlling, notwithstanding anything to the contrary in the Assigned Contract or other documents as of the date of the Cure Notice. The Cure Notice shall also provide that the Contract Objection to any Cure Amount or assumption and assignment will be heard at the Sale Hearing or at a later hearing, as determined by the Stalking Horse Bidder. If a Successful Bidder that is not the Stalking Horse Bidder prevails at the Auction, then the deadline to object to assumption and assignment (solely on the grounds of adequate assurance of future performance) shall be extended to the Sale Hearing, provided, however, that the deadline to object to the Cure amount shall not be extended.

14. Unless a non-Debtor party to any Assigned Contract files an objection to the Cure Amount by the applicable objection deadline, then such counterparty shall be (a) forever barred from objection to the Cure Amount and (b) forever barred and estopped from asserting or claiming any Cure Amount, other than the Cure Amount on the schedule of the Cure Notice, against the Debtor, the Stalking Horse Bidder, or any Successful Bidder or any other assignee of the relevant contract or lease.

15. Unless a non-Debtor party to any Assigned Contract files a timely objection to the assumption and assignment of the contract to the Stalking Horse Bidder or the other Successful Bidder, then such counterparty shall be deemed to have consented to the assumption and assignment to the Stalking Horse Bidder or Successful Bidder, as applicable.

16. The Stalking Horse Bidder is entitled to make any bids at the Auction in compliance with the Bidding Procedures. The Pre-petition Obligations may be credit bid pursuant to and consistent with the Pre-petition Note Documents and Bankruptcy Code 363(k)

(as such terms are defined in the *Final Order (I) Authorizing Debtor to Incur Postpetition Secured Indebtedness Pursuant to Sections 105(a), 362, 364(c)(1), 364(c)(2), 364(c)(3), and 364(d); and Modifying the Automatic Stay*).

17. The Sale Hearing may be continued, from time to time, without further notice to creditors or other parties in interest other than by announcement of said continuance before the Court on the date scheduled for such hearing or in the hearing agenda for such hearing.

18. The definition of “Break-up Fee” is hereby modified to mean One Hundred Thousand Dollars (\$100,000).

19. Sections 6.2 and 9.3 of the Stalking Horse APA are hereby approved and are binding upon the Debtor and its estate. In connection therewith, the Debtor’s obligation to pay the Break-up Fee and Expense Reimbursement, as provided by the Stalking Horse APA, shall survive termination of the Stalking Horse APA and shall be payable solely as provided in Sections 4.3 and 9.3 of the Stalking Horse APA. To the extent the Stalking Horse Bidder is entitled to the Break-up Fee and Expense Reimbursement in accordance with Sections 4.3 and 9.3 of the Asset Purchase Agreement, the Debtor shall pay the Break-up Fee and Expense Reimbursement directly to the Stalking Horse Bidder.

20. Upon entry of this Order, the Break-up Fee shall, until paid in full as set forth in the Stalking Horse APA, be entitled to administrative expense status pursuant to §§ 503(b)(1) and 507(a)(2) of the Bankruptcy Code.

21. Except for the Stalking Horse Bidder, no other party submitting an offer or Bid for the Purchased Assets or a Qualifying Bid shall be entitled to any expense reimbursement, break-up, termination or similar fee or payment.

22. Except as otherwise provided in this Order, the Debtor further reserves the right as it may reasonably determine to be in the best interests of its estate: (a) to determine which bidders are Qualified Bidders; (b) to determine which bids are Qualified Bids; (c) to determine which Qualified Bid is the highest and best proposal and which is the next highest and best proposal; (d) to reject any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code or (iii) contrary to the best interests of the Debtor and its estate; (h) to extend the deadlines set forth herein; (i) to continue or cancel the Auction and/or the Sale Hearing, upon the written consent of the Stalking Horse Bidder, in open court without further notice.

23. All persons and entities that participate in the bidding process or the Auction shall be deemed to have knowingly and voluntarily submitted to the exclusive jurisdiction of this Court with respect to all matters related to the terms and conditions of the transfer of Purchased Assets, the Auction, and any transaction contemplated herein.

24. To the extent that any chapter 11 plan confirmed in this case or any order confirming any such plan or any other order in this case (including any order entered after any conversion of this case to a case under chapter 7 of the Bankruptcy Code) alters, conflicts with or derogates from the provisions of this Order, the provisions of this Order shall control. The Debtor's obligations under this Order, the provision of this Order and the portions of the Stalking Horse APA pertaining to the Bidding Procedures shall survive conversion of this case to a case under chapter 7 of the Bankruptcy Code, confirmation of any plan of reorganization or discharge of claims thereunder and shall be binding upon the Debtor, a Chapter 7 trustee, the reorganized or reconstituted debtor, as the case may, after the effective

date of a confirmed plan or plans in the Debtor's case (including any order entered after any conversion of this case to a case under chapter 7 of the Bankruptcy Code).

25. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014 or any other provisions of the Bankruptcy Rules or the Local Rules stating the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

26. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

27. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

28. The Court shall retain jurisdiction over any matters related to or arising from the implementation of this Order.

Dated: May _____, 2017

Hon. Laurie Selber Silverstein
United States Bankruptcy Judge

EXHIBIT 1

BIDDING PROCEDURES¹

By the Motion dated April 12, 2017, Halt Medical, Inc. (the “Debtor”) sought approval of, among other things, the procedures through which they will determine the highest or otherwise best price for the sale of substantially all of its assets (the “Purchased Assets”) described in the Stalking Horse APA dated as of April 12, 2017 (the “Stalking Horse APA”) by and among Acessa AssetCo LLC, as purchaser (the “Stalking Horse Bidder”) and the Debtor, as seller, a copy of which is attached as Exhibit A to the Motion.

On May 4, 2017, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order (the “Bidding Procedures Order”), which, among other things, authorized the Debtor to determine the highest or otherwise best price for the Purchased Assets through the process and procedures set forth below (the “Bidding Procedures”).

Unless expressly indicated, the following Bidding Procedures apply to all bidders regardless of the phase of the Auction which the bidder intends to participate.

Access to Diligence Materials

To participate in the bidding process and to receive access to due diligence (the “Diligence Materials”), a party must submit to the Debtor an executed confidentiality agreement in the form and substance satisfactory to the Debtor and evidence demonstrating the party’s financial capability to close a transaction involving some or all of the Purchased Assets (a “Competing Transaction”) as determined by the Debtor.

A party who qualifies for access to Diligence Materials shall be a “Preliminary Interested Investor.” All due diligence requests must be directed to the Debtor.

For any Preliminary Interested Investor who is a competitor of the Debtor or is affiliated with any competitor of the Debtor, the Debtor reserves the right to withhold any Diligence Materials that the Debtor, in its sole discretion, determines are business-sensitive or otherwise not appropriate for disclosure to such Preliminary Interested Investor.

Bid Qualification Process

To be eligible to participate in the Auction (defined below), each offer, solicitation or proposal (each, a “Bid”), and each party submitting such a Bid (each, a “Bidder”), must be determined by the Debtor to satisfy each of the following conditions:

¹ Capitalized terms used but not defined herein shall have the meanings set forth in the motion to approve these Bidding Procedures (the “Motion”) or the Stalking Horse APA, as applicable.

- (a) Good Faith Deposit: Each Bid must be accompanied by a deposit by wire transfer in the amount equal to ten percent (10%) of the Bid to an interest-bearing account to be identified and established by the Debtor (the “Good Faith Deposit”).
- (b) Same or Better Terms: The Bid must be on terms that are substantially the same or better than the terms of the Stalking Horse APA, as determined by the Debtor. A Bid must identify which assets the Bidder intends to purchase and include executed transaction documents (a “Competing Transaction”). A Bid shall include a copy of the Stalking Horse APA marked to show all changes requested by the Bidder. A Bid will not be considered as qualified for the Auction if (i) such Bid contains additional material representations and warranties, covenants, closing conditions, termination rights other than as may be included in the Stalking Horse APA (it being agreed and understood that such Bid shall modify the Stalking Horse APA as needed to comply in all respects with the Bidding Procedures Order and will remove provisions that apply only to the Stalking Horse Bidder as the stalking horse bidder such as break-up fees); (ii) such Bid is not received by the Debtor in writing on or prior to the Bid Deadline, and (iii) such Bid does not contain evidence that the Bidder has received unconditional debt and/or equity funding commitments (or has unrestricted and fully available cash) sufficient in the aggregate to finance the purchase contemplated thereby, including proof that the Good Faith Deposit has been made.
- (c) Corporate Authority: The Bid must include written evidence reasonably acceptable to the Debtor demonstrating appropriate corporate authorization to consummate the proposed Competing Transaction.
- (d) Proof of Financial Ability to Perform: The Bid must include written evidence that the Debtor reasonably concludes demonstrates that the Bidder has the necessary financial ability to close the Competing Transaction and provide adequate assurance of future performance under all contracts to be assumed and assigned in such Competing Transaction.
- (e) Contingencies: A Bid may not (i) contain representations and warranties, covenants, termination rights, financing, due diligence contingencies other than as may be included in the Stalking Horse APA (it being agreed and understood that such Bid shall modify the Stalking Horse APA as needed to comply in all respects with the Bidding Procedures Order (including removing any termination rights in conflict with the Bidding Procedures Order) and will remove provisions that apply only to the Stalking Horse Bidder as the stalking horse bidder, such as break-up fees and the expense reimbursement) or (ii) be conditioned on obtaining financing or any internal approval, or on the outcome or review of due diligence, but may be subject to the accuracy in all material respects of specified representations and warranties at the Closing.

(f) Irrevocable: A Bid must be irrevocable through the Auction, provided, however, that if such Bid is accepted as the Successful Bid or a Backup Bid (each as defined herein), such Bid shall continue to remain irrevocable, subject to the terms and conditions of the Bidding Procedures.

(g) Bid Deadline. Regardless of when a party qualifies as a Preliminarily Interested Investor, the following parties must receive a Bid in writing, on or before June 2, 2017 at 5:00 ~~a.m.~~/p.m. (Eastern Daylight Time) or such earlier date as may be agreed to by the Debtor (the “Bid Deadline”): (i) Halt Medical, Inc., 131 Sand Creek Road, Suite B, Brentwood, CA 94513 (Attn: Kimberly Bridges-Rodriguez), kbridges@haltmedical.com, (ii) special corporate counsel to the Debtor, Cooley LLP, 101 California Street, 5th Floor, San Francisco, CA 94111-5800 (Attn: Robert L. Eisenbach III, Esq.) reisenbach@cooley.com, and lead counsel for the Debtor, Drinker Biddle & Reath LLP, 222 Delaware Avenue, Suite 1410, Wilmington, DE 19801 (Attn: Steven K. Kortanek, Esq.) steven.kortanek@dbr.com; (iii) counsel for the Pre-petition Agent, Arnold & Porter Kaye Scholer LLP, 601 Massachusetts Avenue, N.W., Washington, D.C. 20001 (Attn: Michael L. Bernstein); (iv) counsel for the Stalking Horse Purchaser, Smith, Gambrell & Russell, LLP, Suite 3100, Promenade, 1230 Peachtree Street, N.E., Atlanta, Georgia 30309 (Attn: Brian P. Hall, Esq.) bhall@sgrlaw.com, Waller Lansden Dortch & Davis, LLP, 100 Congress Avenue, Suite 1800, Austin, TX 78701 (Attn: Morris D. Weiss, Esq.); morris.weiss@wallerlaw.com, and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, DE 19801 (Attn: Adam G. Landis, Esq.) landis@lrclaw.com, and (v) the Office of the United States Trustee, United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Richard Schepacarter, Esq. and Brya Keilson, Esq.) richard.schepacarter@usdoj.gov and brya.keilson@usdoj.gov (collectively, the “Notice Parties”).

(h) Amount of Bid. Each Bid must be for all of the Purchased Assets and shall clearly show the amount of the purchase price. In addition, a Bid (a) must propose a purchase price equal to or greater than the aggregate of the sum of (i) the value of the Bid set forth in the Stalking Horse APA executed by the Stalking Horse Bidder, as determined by the Debtor; (ii) the dollar value of the Break-up Fee and Expense Reimbursement in cash, and (iii) \$100,000 (the initial overbid amount), in cash and (b) must obligate the Bidder to pay, to the extent provided in the Stalking Horse APA, all amounts which the Stalking Horse Bidder under the Stalking Horse APA has agreed to pay, including all Assumed Liabilities.

(i) Adequate Assurance of Future Performance. Each Bid shall be accompanied by adequate assurance of future performance information (the “Adequate Assurance Information”), including (i) information about the Bidder’s financial condition, such as federal tax returns for two years, a current financial statement, or bank account statements, (ii) information demonstrating (in the Debtor’s reasonable business judgment) that the Bidder has the financial

capacity to consummate the proposed Competing Transaction, (iii) evidence that the Bidder has obtained authorization or approval from its board of directors (or comparable governing body) with respect to the submission of its Bid, (iv) the identity and exact name of the Bidder (including any equity holder or other financial backer if the Bidder is an entity formed for the purpose of consummating the proposed Competing Transaction), and (v) such additional information regarding the Bidder as the Bidder may elect to include. By submitting a Bid, Bidders agree that the Debtor may disseminate their Adequate Assurance Information to affected landlords, and contract counterparties in the event that the Debtor determines such bid to be a Qualified Bid (as defined below).

The Debtor will review each Bid received from a Bidder to determine, in its sole discretion, whether it meets the requirements set forth above. A Bid received from a Bidder before the Bid Deadline that meets the above requirements, as determined by the Debtor, shall constitute a “Qualified Bid,” and such Bidder shall constitute a “Qualified Bidder.” The Debtor shall inform Bidders whether or not their Bids have been designated as Qualified Bids no later than 24 hours after such Bids are received and shall contemporaneously inform the Stalking Horse Bidder of all Bids that the Debtor considers to be a Qualified Bid. Notwithstanding anything herein to the contrary, the Stalking Horse APA submitted by the Stalking Horse Bidder shall be deemed a Qualified Bid, and the Stalking Horse Bidder is a Qualified Bidder for each phase of the Auction.

Credit Bid

The Stalking Horse Bidder is entitled to make any bids at the Auction in compliance with the Bid Procedures. The Pre-petition Obligations may be credit bid pursuant to and consistent with the Pre-petition Note Documents and Bankruptcy Code 363(k) (as such terms are defined in the *Final Order (I) Authorizing Debtor to Incur Postpetition Secured Indebtedness Pursuant to Sections 105(a), 362, 364(c)(1), 364(c)(2), 364(c)(3), and 364(d); and Modifying the Automatic Stay*).

Auction

If one or more Qualified Bids (other than the Stalking Horse APA submitted by the Stalking Horse Bidder) are received by the Bid Deadline, the Debtor will conduct an auction (the “Auction”) to determine the highest and best Qualified Bid. If no Qualified Bid (other than the Stalking Horse APA) is received by the Bid Deadline, no Auction shall be conducted and the Stalking Horse APA shall be deemed the Successful Bid. Only Qualified Bidders may participate in the Auction. Prior to the Auction, the Debtor shall provide copies of all Qualified Bids to all Qualified Bidders, including the Stalking Horse Bidder.

The Auction shall take place on June 5, 2017 at 10:00 a.m./p.m. (Eastern Daylight Time) at the ~~Delaware~~New York offices of ~~Drinker Biddle & Reath LLP, 222 Delaware Avenue, Suite 1410, Wilmington, DE 19801-1621~~Cooley LLP, 1114 Avenue of the Americas, New York, New York 10036, or such other place and time as the Debtor shall notify all

Qualified Bidders, including the Stalking Horse Bidder, counsel for the Stalking Horse Bidder, any official committee, and other parties invited to attend by the Debtor.

(a) The Debtor Shall Conduct the Auction. The Debtor and its professionals shall direct and preside over the Auction. At the start of the Auction, the Debtor shall announce which Qualified Bid(s) is/are deemed to be the highest and best (each Qualified Bid an “Auction Baseline Bid”). Each Qualified Bidder participating in the Auction must confirm that it has not engaged in any collusion with respect to the bidding or sale of the Debtor’s assets.

The Break-up Fee and Expense Reimbursement shall be taken into account in connection with each round of bidding and in each phase of the Auction. Any credit bids submitted by a party other than the Stalking Horse Bidder shall include a cash component that is sufficient to pay the amount of the Break-up Fee and Expense Reimbursement.

Only the Debtor, the Stalking Horse Bidder, and any other Qualified Bidder, in each case, along with their representatives, and any official committee shall attend the Auction in person, and only the Stalking Horse Bidder and such other Qualified Bidders will be entitled to make any Bids at the Auction.

The Debtor reserves the right, in its reasonable business judgment to make one or more continuances of the Auction to, among other things: facilitate discussions between the Debtor and individual Bidders; allow individual Bidders to consider how they wish to proceed; and give Bidders the opportunity to provide the Debtor with such additional evidence as the Debtor in its reasonable business judgment may require, that the Bidder has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed Competing Transaction at the prevailing Overbid amount.

The Stalking Horse Bidder shall have the last opportunity to bid after the receipt of any Overbid and before the next round of bidding commences.

(b) Terms of Overbids. An “Overbid” is any bid made at the Auction subsequent to the Debtor’s announcement of an Auction Baseline Bid. To submit an Overbid for purposes of this Auction, a Bidder must comply with the following conditions:

(i) Minimum Overbid Increment.

Any Overbid after the Auction Baseline Bid shall be made in increments valued at not less than \$100,000 as determined by the Debtor. Additional consideration in excess of the amount set forth in an Auction Baseline Bid may include cash and/or noncash consideration and/or any credit bid consistent with section 363(k) of the Bankruptcy

Code, and, solely in the case of a Bid by the Stalking Horse Bidder, a credit bid of the Break-up Fee and Expense Reimbursement.

(ii) Remaining Terms Are the Same as for Qualified Bids.

Except as modified herein, an Overbid must comply with the conditions for a Qualified Bid set forth above, provided, however, that the Bid Deadline shall not apply. Any Overbid must remain open and binding on the Bidder until and unless the Debtor accepts a higher Overbid.

(c) Backup Bidder. Notwithstanding anything in the Bidding Procedures to the contrary, if an Auction is conducted, the party with the next highest or otherwise best Qualified Bid at the Auction, as determined by the Debtor, in the exercise of its business judgment will be designated as the backup bidder (the "Backup Bidder"). The Backup Bidder shall be required to keep its initial Bid (or if the Backup Bidder submitted one or more Overbids at the Auction, its final Overbid) (the "Backup Bid") open and irrevocable until the earlier of 12:00 p.m. (Eastern Daylight Time) on the date that is seventeen (17) days after the date of the Sale Hearing (the "Outside Backup Date") or the closing of the transaction with the Successful Bidder (defined herein). Following the Sale Hearing, if the Successful Bidder (defined herein) fails to consummate an approved transaction, because of a breach or failure to perform on the part of such Successful Bidder (defined herein), the Debtor may designate the Backup Bidder to be the new Successful Bidder (defined herein), and the Debtor will be authorized, but not required, to consummate the transaction, with the Backup Bidder without further order of the Bankruptcy Court. In such case, the defaulting Successful Bidder's deposit shall be forfeited to the Debtor, and the Debtor specifically reserves the right to seek all available damages from the defaulting Successful Bidder (defined herein). The deposit of the Backup Bidder shall be held by the Debtor until the earlier of 24 hours after (i) the closing of the transaction with the Successful Bidder (defined herein) and (ii) the Outside Backup Date.

(d) Additional Procedures. The Debtor may announce at the Auction additional procedural rules that are reasonable under the circumstances (*e.g.*, the amount of time to make subsequent Overbids) for conducting the Auction so long as such rules are not inconsistent with these Bidding Procedures or the Stalking Horse APA.

(e) Consent to Jurisdiction as Condition to Bidding. The Stalking Horse Bidder, all Qualified Bidders at the Auction shall be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the Stalking Horse APA, the Auction or the construction and enforcement of any documents relating to a Competing Transaction.

(f) Closing the Auction. The Auction shall continue until the Debtor determines in its reasonable business judgment that there is a highest and best Qualified Bid at the Auction for all of the Purchased Assets (each a “Successful Bid” and each Bidder submitting such Successful Bid, a “Successful Bidder”). The Auction shall not close unless and until all Bidders who have submitted Qualified Bids have been given a reasonable opportunity to submit an Overbid at the Auction to the then-existing Overbids and the Successful Bidder has submitted fully executed sale and transaction documents memorializing the terms of the Successful Bid. Within 24 hours following conclusion of the Auction, the Debtor shall file a notice on the Bankruptcy Court’s docket identifying (with specificity) the Successful Bidder(s) for the Purchased Assets and any applicable Backup Bidders. The Debtor shall not consider any Bids submitted after the conclusion of the Auction and any and all such Bids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

Bid Protections

~~Subject to approval by the Bankruptcy Court, the~~ The Stalking Horse Bidder is entitled to the Break-up Fee and Expense Reimbursement pursuant to the terms of the Stalking Horse APA, as modified by the Bidding Procedures Order.

Except for the Stalking Horse Bidder, no other party submitting an offer or Bid for the Purchased Assets or a Qualifying Bid shall be entitled to any expense reimbursement, breakup fee, termination or similar fee or payment.

Sale Hearing

The Debtor will seek approval of the transactions contemplated by the Stalking Horse APA with the Successful Bidder at the hearing scheduled on June 6, 2017 at 10:00 a.m. (the “Sale Hearing”). Objections, if any, to the sale of the Purchased Assets to the Successful Bidder and the transaction contemplated by the Stalking Horse APA must be in writing and filed with the Court no later than 5:00 p.m. (Eastern Daylight Time) on May 30, 2017 (the “Sale Objection Deadline”) and be served such that they are actually received by: (i) Halt Medical, Inc., 131 Sand Creek Road, Suite B, Brentwood, CA 94513 (Attn: Kimberly Bridges-Rodriguez), kbridges@haltmedical.com, (ii) proposed special corporate counsel to the Debtor, Cooley LLP, 101 California Street, 5th Floor, San Francisco, CA 94111-5800 (Attn: Robert L. Eisenbach III, Esq.) reisenbach@cooley.com, and proposed lead counsel for the Debtor, Drinker Biddle & Reath LLP, 222 Delaware Avenue, Suite 1410, Wilmington, DE 19801 (Attn: Steven K. Kortanek, Esq.) steven.kortanek@dbr.com; (iii) counsel for the Pre-petition Agent, Arnold & Porter Kaye Scholer LLP, 601 Massachusetts Avenue, N.W., Washington, D.C. 20001 (Attn: Michael L. Bernstein); (iv) counsel for the Stalking Horse Purchaser, Smith, Gambrell & Russell, LLP, Suite 3100, Promenade, 1230 Peachtree Street, N.E., Atlanta, Georgia 30309 (Attn: Brian P. Hall, Esq.); bhall@sgrlaw.com, Waller Lansden Dortch & Davis, LLP, 100 Congress Avenue, Suite 1800, Austin, TX 78701 (Attn: Morris D. Weiss, Esq.); morris.weiss@wallerlaw.com, and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, DE 19801 (Attn: Adam G. Landis, Esq.) landis@lrclaw.com, and

(v) the Office of the United States Trustee, United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Richard [L. Schepacarter](#), Esq. and Brya [M. Keilson](#), Esq.) richard.schepacarter@usdoj.gov and brya.keilson@usdoj.gov (collectively, the “Objection Notice Parties”), in each case, so as to be received the same day the objection is filed.

Return of Good Faith Deposit

The Good Faith Deposits of all Qualified Bidders shall be held in one or more interest-bearing segregated accounts by the Debtor, but shall not become property of the Debtor’s estate absent further order of the Court. The Good Faith Deposit of any Qualified Bidder that is neither the Successful Bidder nor the Backup Bidder shall be returned to such Qualified Bidder not later than two (2) business days after the Sale Hearing. The Good Faith Deposit of the Backup Bidder shall be returned to the Backup Bidder on the date that is the earlier of 24 hours after (a) the closing of the transaction with the Successful Bidder (defined herein) and (b) the Outside Backup Date. Upon the return of the Good Faith Deposits, their respective owners shall receive any and all interest that will have accrued thereon. If the Successful Bidder timely closes the winning transaction, its Good Faith Deposit shall be credited towards its purchase price.

Reservation of Rights

Except as otherwise provided in the Stalking Horse APA, Bidding Procedures or the Sale Order, the Debtor further reserves the right as it may reasonably determine to be in the best interest of its estate, to: (a) determine which bidders are Qualified Bidders; (b) determine which Bids are Qualified Bids; (c) determine which Qualified Bid is the highest and best proposal and which is the next highest and best proposal; (d) reject any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code or (iii) contrary to the best interests of the Debtor and its estate; (e) impose additional terms and conditions with respect to all potential bidders other than the Stalking Horse Bidder; (f) upon the written approval of the Stalking Horse Bidder, extend the deadlines set forth herein; (g) upon the written approval of the Stalking Horse Bidder, continue or cancel the Auction and/or Sale Hearing in open court without further notice;

EXHIBIT 2**BIDDING PROCEDURES KEY DATES**

Hearing re: Bidding Procedures	May 3, 2017
Service of Bidding Procedures Order	+3 days from entry of Bidding Procedures Order
Service of Cure Notice	+3 days from entry of Bidding Procedures Order
Bid Deadline	June 2 <u>May 30</u> , 2017
Assumption/Assignment and Cure Objection Deadline	June 2 <u>May 30</u> , 2017
Sale Objection Deadline	May 30, 2017
Auction	June 5, 2017 at 10:00 a.m.
Sale Hearing	June 6, 2017 at 10:00 a.m.
Adequate Assurance Objection (in the event the Stalking Horse Bidder is not the Successful Bidder)	At or before the Sale Hearing
Deadline to Close Sale	+20 days from entry of Sale Order

EXHIBIT 3
SALE NOTICE

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

HALT MEDICAL, INC.,

Debtor.

Chapter 11

Case No. 17-10810 (LSS)

NOTICE OF SALE OF CERTAIN ASSETS AT AUCTION

PLEASE TAKE NOTICE THAT:

1. Pursuant to the *Order (A) Authorizing And Approving Bidding Procedures, Break-up Fee And Expense Reimbursement; (B) Authorizing And Approving The Debtor's Entry Into The Stalking Horse APA; (C) Approving Notice Procedures; (D) Scheduling An Auction And Sale Hearing; (E) Approving Procedures For The Assumption And Assignment Of Executory Contracts And Unexpired Leases And Determining Cure Amounts, and (F) Granting Related Relief* (the "Bidding Procedures Order") entered by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on ~~_____~~ May 4, 2017 the above captioned debtor (the "Debtor"), has entered into an Asset Purchase Agreement (the "Stalking Horse APA") with Acessa AssetCo, LLC (the "Stalking Horse Bidder") for the sale of substantially all of the Debtor's assets subject to a competitive bidding process as set forth in the Bidding Procedures Order. Capitalized terms used but not otherwise defined in this notice have the meanings ascribed to them in the Bidding Procedures Order or the Stalking Horse APA, as applicable.

2. Copies of (i) the Motion, (ii) the Stalking Horse APA, (iii) the proposed Sale Order, (iv) the Bidding Procedures, and (v) the Bidding Procedures Order can be obtained by contacting the Debtor's investment banker at Canaccord Genuity Inc., 535 Madison Avenue, New York, NY 10022, Tel: (212) 849-3919 (Attn: Geoffrey Richards), grichards@canaccordgenuity.com.

3. All interested parties are invited to make an offer to purchase the Purchased Assets in accordance with the terms and conditions approved by the Bankruptcy Court (the "Bidding Procedures") by **5:00 p.m.** (Eastern Daylight Time) on ~~**3 days before the Auction**~~ **June 2, 2017**. Pursuant to the Bidding Procedures, the Debtor may conduct an auction for the Purchased Assets (the "Auction") beginning at **10:00 a.m.** (Eastern Daylight Time) on ~~[DATE]~~ **June 5, 2017** at the ~~Delaware~~ **New York** offices of ~~Drinker Biddle & Reath LLP, 222 Delaware Avenue, Suite 1410, Wilmington, DE 19801-1621~~ **Cooley LLP, 1114 Avenue of the Americas, New York, New York 10036**, or such later time or other place as the Debtor shall notify all Qualified Bidders who have submitted Qualified Bids. Contact the Debtor's investment banker, Canaccord Genuity Inc., 535 Madison Avenue, New York, NY 10022 (Attn: Geoffrey Richards), grichards@canaccordgenuity.com, Tel: (212) 849-3919, for further information regarding the Debtor's assets and/or making a bid.

4. Participation at the Auction is subject to the Bidding Procedures and the Bidding Procedures Order.

5. A hearing to approve the Sale of the Purchased Assets to the highest and best bidder will be held on ~~_____~~ at ~~___:00~~ **June 6, 2017, at 10:00 a.m./p.m. (Eastern Daylight Time)** at the Bankruptcy Court. The hearing on the Sale may be adjourned without notice other than an adjournment in open court.

6. Objections, if any, to the proposed Sale must be filed and served in accordance with the Bidding Procedures Order, and **actually received** no later than **5:00 p.m.** (Eastern Daylight Time) on ~~{DATE}~~ **May 30, 2017.**

7. This notice is qualified in its entirety by the Bidding Procedures Order.

Dated: ~~_____~~ May __, 2017
Wilmington, Delaware

DRINKER BIDDLE & REATH LLP
Steven K. Kortanek (Del. Bar No. 4082)
Patrick A. Jackson (Del. Bar No. 4976)
Joseph N. Argentina, Jr. (Del. Bar No. 5453)
222 Delaware Ave., Suite 1410
Wilmington, DE 19801-1621
Telephone: (302) 467-4200
Facsimile: (302) 467-4201
Steven.Kortanek@dbr.com
Patrick.Jackson@dbr.com
Joseph.Argentina@dbr.com

[Proposed] Lead Counsel for the Debtor and Debtor in Possession

-and-

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Facsimile: 212-479-6275
mklein@cooley.com

*[Proposed] Special Corporate Counsel for
the Debtor and Debtor in Possession*

EXHIBIT 4
CURE NOTICE

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

Chapter 11

HALT MEDICAL, INC.,₂

Case No. 17-10810 (LSS)

Debtor.

**NOTICE OF POSSIBLE ASSUMPTION AND CURE AMOUNT WITH RESPECT TO
EXECUTORY CONTRACTS OR UNEXPIRED LEASES POTENTIALLY TO BE
ASSUMED AND ASSIGNED IN CONNECTION WITH SALE OF DEBTOR'S ASSETS**

PLEASE TAKE NOTICE THAT:

1. Pursuant to the *Order (A) Authorizing And Approving Bidding Procedures, Break-up Fee And Expense Reimbursement; (B) Authorizing And Approving The Debtor's Entry Into The Stalking Horse APA; (C) Approving Notice Procedures; (D) Scheduling An Auction And Sale Hearing; (E) Approving Procedures For The Assumption And Assignment Of Executory Contracts And Unexpired Leases And Determining Cure Amounts, and (F) Granting Related Relief* (the "Bidding Procedures Order") entered by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on ~~DATE~~ May 4, 2017, the above captioned debtor (the "Debtor"), have entered into an Asset Purchase Agreement (the "Stalking Horse APA") with Acessa AssetCo, LLC (the "Stalking Horse Bidder") for the sale of substantially all of the Debtor's assets subject to a competitive bidding process as set forth in the Bidding Procedures Order. The Debtor hereby provides notice that it may seek to assume and assign the prepetition executory contracts or unexpired leases (the "Scheduled Contracts") listed on Exhibit A hereto to the Stalking Horse Bidder or the Successful Bidder, as the case may be. The inclusion of any executory contract or unexpired lease on Exhibit A does not require or guarantee that such lease or contract will be assumed and assigned, or that such contract or lease is executory, and all rights of the Debtor with respect thereto are reserved. Capitalized terms used but not otherwise defined in this notice have the meanings ascribed to them in the Bidding Procedures Order or the Stalking Horse APA, as applicable.

2. Pursuant to the terms of the Stalking Horse APA (or any asset sale and purchase agreement that the Debtor may enter into with the Successful Bidder), the Debtor may seek to assume and assign one or more of the Scheduled Contracts to the Stalking Horse Bidder or the Successful Bidder, as the case may be, subject to approval at the hearing to be held at ~~10:00~~ 10:00 a.m./p.m. (Eastern Daylight Time) on ~~_____~~ June 6, 2017 (the "Sale Hearing") before the Bankruptcy Court. On the date of the closing of the transactions contemplated by the Stalking Horse APA (the "Closing Date"), or as soon thereafter as is reasonably practicable, the Stalking Horse Bidder or the Successful Bidder, as the case may be, will pay the amount the Debtor's records reflect is owing for prepetition arrearages, if any, as set forth on Exhibit A hereto (the "Cure Amount"). The Debtor's records reflect that all post-petition amounts owing under the Scheduled Contracts have been paid and will continue to be paid until the assumption and assignment of the Scheduled

Contracts and that, other than the Cure Amount, there are no other defaults under the Scheduled Contracts.

3. Objections, if any, to (i) the assumption and assignment of a Scheduled Contract, (ii) the proposed Cure Amount, and/or (iii) the Stalking Horse Bidder's ability to provide adequate assurance of future performance must (a) be in writing, (b) state with specificity the cure amount asserted to be required, (c) include appropriate documentation thereof, (d) be filed with the Bankruptcy Court no later than ~~[DATE]~~ May 30, 2017, at 5:00 p.m. (Eastern Daylight Time) (the "Sale Objection Deadline") and served on the following parties: (i) Halt Medical, Inc., 131 Sand Creek Road, Suite B, Brentwood, CA 94513 (Attn: Kimberly Bridges-Rodriguez), kbridges@haltmedical.com, (ii) proposed special corporate counsel to the Debtor, Cooley LLP, 101 California Street, 5th Floor, San Francisco, CA 94111-5800 (Attn: Robert L. Eisenbach III, Esq.) reisenbach@cooley.com, and proposed lead counsel for the Debtor, Drinker Biddle & Reath LLP, 222 Delaware Avenue, Suite 1410, Wilmington, DE 19801 (Attn: Steven K. Kortanek, Esq.) steven.kortanek@dbr.com; (iii) counsel for the Pre-petition Agent, Arnold & Porter Kaye Scholer LLP, 601 Massachusetts Avenue, N.W., Washington, D.C. 20001 (Attn: Michael L. Bernstein); (iv) counsel for the Stalking Horse Purchaser, Smith, Gambrell & Russell, LLP, Suite 3100, Promenade, 1230 Peachtree Street, N.E., Atlanta, Georgia 30309 (Attn: Brian P. Hall, Esq.); bhall@sgrlaw.com, Waller Lansden Dortch & Davis, LLP, 100 Congress Avenue, Suite 1800, Austin, TX 78701 (Attn: Morris D. Weiss, Esq.); morris.weiss@wallerlaw.com, and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, DE 19801 (Attn: Adam G. Landis, Esq.) landis@lrclaw.com, and (v) the Office of the United States Trustee, United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Richard L. Schepacarter, Esq. and Brya M. Keilson, Esq.) richard.schepacarter@usdoj.gov and brya.keilson@usdoj.gov, so as to be received no later than 5:00 p.m. on the Sale Objection Deadline.

If the bid of the Stalking Horse Bidder is not the Qualified Bid that the Debtor determines in its reasonable business judgment, to be the highest and best Qualified Bid at the Auction, the non-Debtor parties to the Scheduled Contracts shall have until the Sale Hearing to object to the assumption and assignment of such Scheduled Contract solely on the issue of whether the Successful Bidder can provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code.

4. If an objection to the assumption and assignment of a Scheduled Contract is timely filed and received, a hearing with respect to the objection will be held before the Bankruptcy Court at the Sale Hearing or such date and time as the Bankruptcy Court may schedule. If no objection is timely received, the non-Debtor party to the Scheduled Contract will be deemed to have consented to the assumption and assignment of the Scheduled Contract and will be forever barred from asserting any other claims, including but not limited to the propriety or effectiveness of the assumption and assignment of the Scheduled Contract, against the Debtor, the Stalking Horse Bidder, the Successful Bidder or the property of any of them in respect of the Scheduled Contract.

5. Pursuant to 11 U.S.C. § 365, there is adequate assurance of future performance that the Cure Amount set forth in the Cure Notice will be paid in accordance with the terms of the Sale Order. There is adequate assurance of the Stalking Horse Bidder's future performance under the executory contract or unexpired lease to be assumed and assigned because of the significant resources of the Stalking Horse Bidder. If necessary, the Debtor will adduce facts at the hearing on any objection demonstrating the financial wherewithal of the Successful Bidder, and its willingness and ability to perform under the contracts to be assumed and assigned to it.

6. If an objection to the Cure Amount is timely filed and received and the parties are unable to consensually resolve the dispute, the amount to be paid under section 365 of the Bankruptcy Code, if any, with respect to such objection will be determined at a hearing to be requested by the Debtor or by the objecting counterparty. At the Stalking Horse Bidder's or the Successful Bidder's discretion, and provided the Stalking Horse Bidder or the Successful Bidder escrow the disputed portion of the Cure Amount, the hearing regarding the Cure Amount may be continued until after the Closing Date and the Scheduled Contract(s) subjected to such Cure Amount shall be assumed and assigned to the Stalking Horse Bidder or the Successful Bidder at the closing of the Sale.

7. If no objection is timely received, the Cure Amount set forth in Exhibit A hereto will be controlling, notwithstanding anything to the contrary in any Scheduled Contract or any other document, and the non-Debtor party to the Scheduled Contract will be deemed to have consented to the Cure Amount and will be forever barred from asserting any other claims in respect of such Scheduled Contract against the Debtor, the Stalking Horse Bidder, or the Successful Bidder (as appropriate), or the property of any of them. The failure of any objecting person or entity to timely file its objection will be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Sale, or the Debtor's consummation of and performance under the Sale Agreement (including the transfer of the Purchased Assets and the Scheduled Contracts free and clear of all claims, liens and interests), if authorized by the Court.

8. Prior to the date of the closing of the Sale, the Debtor may amend its decision with respect to the assumption and assignment of any Scheduled Contract, including amending the Cure Amount, and provide a new notice amending the information provided in this notice, including, without limitation, a determination not to assume certain contracts.

Dated: May, 2017
Wilmington, Delaware

DRINKER BIDDLE & REATH LLP
Steven K. Kortanek (Del. Bar No. 4082)
Patrick A. Jackson (Del. Bar No. 4976)
Joseph N. Argentina, Jr. (Del. Bar No.
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*[Proposed] Lead Counsel for the
Debtor and Debtor in Possession*

-and-

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*[Proposed] Special Corporate Counsel for
the Debtor and Debtor in Possession*

EXHIBIT A

<u>Contract/Lease Counterparty</u>	<u>Contract or Lease</u>	<u>Cure Amount</u>

Summary report:	
Litéra® Change-Pro TDC 7.5.0.50 Document comparison done on 5/4/2017 8:47:38 AM	
Style name: DBR Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WORKSITE/ACTIVE/88309674/7	
Modified DMS: iw://WORKSITE/ACTIVE/88309674/8	
Changes:	
Add	39
Delete	29
Move From	0
Move To	0
Table Insert	1
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	69