

EXHIBIT A

Bidding Procedures Order

permitted by the applicable asset purchase agreement or other agreement for the applicable Sale (each a “**Transaction Agreement**”), and a Sale may include the acquisition of the equity of one or more Debtors through a section 363 sale or a sale of Assets or the acquisition of the equity in one or more Debtors implemented through a chapter 11 plan (a “**Plan**”), and authorizing the assumption and assignment of certain executory contracts and unexpired leases (each, an “**Assumed Contract**,” and collectively, the “**Assumed Contracts**”) in connection therewith, (ii) authorizing and approving certain proposed bidding procedures for the Sales in the form attached hereto as **Exhibit 1** (collectively, the “**Bidding Procedures**”), certain proposed assumption and assignment procedures (collectively, the “**Assumption and Assignment Procedures**”), and the form and manner of notice thereof; and (iii) granting related relief; and

- (B) an order (or orders) (each a “**Sale Order**”), (i) authorizing and approving the Debtors’ entry into the Transaction Agreement(s) with Successful Bidder(s), Back-Up Bidder(s), or Stalking Horse Purchaser(s), as applicable; (ii) authorizing and approving the Sale of each Property, free and clear of all Encumbrances other than those permitted by the applicable Transaction Agreement; (iii) authorizing and approving the assumption and assignment of the Assumed Contracts in connection therewith; and (iv) granting related relief;

And due and proper notice of the Motion having been given as provided in the Motion; and it appearing that no other or further notice need be provided; and the Bidding Procedures Hearing (as defined below) having been held; and all of the proceedings had before the Court; and the Court having reviewed the Motion; and the Court having found and determined that the relief sought in the Motion and set forth herein is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:³

³ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

A. This Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order.

B. Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

C. The statutory and legal predicates for the relief requested in the Motion and provided for herein are sections 105(a), 363, 365, 503 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Bankruptcy Rules**”).

D. In the Motion and at the hearing on the Motion (the “**Bidding Procedures Hearing**”), the Debtors demonstrated that good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Bankruptcy Rule 2002 and all other interested parties.

E. The Sale Notice (as defined below) is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of this Order, the Bidding Procedures, the Auction, the Sale, and the Sale Hearing, and any and all objection deadlines related thereto, and no other or further notice is required of the foregoing.

F. The Bidding Procedures are fair, reasonable, and appropriate and are designed to maximize recovery with respect to the Sale.

G. The Assumption and Assignment Procedures provided for herein and the Assumption Notice (as defined below) are reasonable and appropriate and consistent with the

provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006. The Assumption and Assignment Procedures and the Assumption Notice have been tailored to provide an adequate opportunity for all Counterparties (as defined below) to assert any Contract Objections.

H. Entry of this Order is in the best interests of the Debtors, their estates and creditors and all other interested parties.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Those portions of the Motion seeking approval of (a) crediting bidding, (b) the Assumption and Assignment Procedures, (c) the Bidding Procedures, (d) the date, time and place of the Auction and Sale Hearing, and (e) the noticing and objection procedures related to each of the foregoing, including, without limitation, the Sale Notice, substantially in the form attached hereto as **Exhibit 2** (the “**Sale Notice**”), and the Assumption Notice, substantially in the form attached hereto as **Exhibit 3** (the “**Assumption Notice**”), are hereby GRANTED.

2. Any objections to the Motion or the relief granted by this Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.

Credit Bidding

3. Any party that wishes to submit a credit bid as a component of, or as the entirety, of the consideration for their bid shall identify the amount of the claim and the nature, extent, and priority of the lien upon which their credit bid is premised. Parties submitting a credit bid agree to provide the Debtors with documentation to evidence the amount, nature, extent, validity and perfection of such claim and lien. Holders of mortgages against the Properties that were of record as of the Petition Date shall have the right to credit bid the full amount of the outstanding indebtedness under such mortgage unless an action challenging the

amount, validity, extent, priority, or perfection of their secured claims is commenced by the Bid Deadline, *i.e.*, June 15, 2016 at 5:00 p.m. (prevailing Eastern Time). Additionally, any lender providing debtor-in-possession financing (“**DIP Financing**”) shall be permitted to credit bid the amount of such DIP Financing, subject to the terms of the agreements and orders of the Court under which that DIP Financing is provided

4. Unless the court orders otherwise prior to the Bid Deadline, the outstanding amount of any mortgage indebtedness as of the Petition Date, as set forth in the Debtors’ books and records, shall be conclusive evidence of the amount of such mortgage indebtedness and shall be used for all purposes in connection with the Bidding Procedures; provided, that such amount shall not be used for any purposes with respect to determining any distributions owed to the holder of such mortgage indebtedness and nothing set forth herein shall be deemed an allowance, disallowance or liquidation of any claim arising out of mortgage indebtedness.

Approval of Bidding Procedures; Auction

5. The Bidding Procedures are hereby approved. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Order shall not diminish or otherwise impair the effectiveness of such procedures, it being this Court’s intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Order. The Debtors are hereby authorized to conduct the Auction of the Assets pursuant to the terms of the Bidding Procedures and this Order. The Bidding Procedures shall apply to the Potential Bidders and the Qualifying Bidders (each as defined in the Bidding Procedures), as well as the conduct of the Auction.

6. The Debtors shall have the right, in their sole discretion, to withhold or limit access to any due diligence information that the Debtors determine is business-sensitive or otherwise not appropriate for disclosure to a Qualifying Bidder (as defined in the Bidding Procedures). Notwithstanding any limitations provided for in such information, including, without limitation, any non-disclosure, confidentiality or similar provisions, the Debtors and their estates shall be authorized to provide due diligence information to Qualifying Bidders, *provided* that such Qualifying Bidders have delivered an executed confidentiality agreement in form and substance acceptable to the Debtors. The Debtors and their estates are not responsible for, and shall have no liability with respect to, any information obtained by, or provided to, any Qualifying Bidders in connection with the Bidding Procedures and the Sale, *provided* that the information was provided in accordance with this Order.

7. A Qualifying Bidder that desires to make a bid shall deliver a written and electronic copy of its bid in both PDF and MS-WORD format to the Notice Parties so as to be received on or before **June 15, 2016 at 5:00 p.m. (ET)** (the “**Bid Deadline**”); *provided* that the Debtors may extend the Bid Deadline without further order of the Court, subject to providing notice to the Consultation Parties. Any party that does not submit a bid by the Bid Deadline will not be allowed to: (a) submit any offer after the Bid Deadline or (b) participate in the Auction. The term “**Notice Parties**” shall mean, with respect a Property: (i) the Debtors, care of Marc Beilinson, Email: mbeilinson@beilinsonpartners.com; (ii) counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Robert S. Brady, Esq. and Sean T. Greecher, Esq.) and Email: RBrady@ycst.com and SGreecher@ycst.com; (iii) counsel to any official committee appointed as of the applicable date representing parties with an interest in such Property; (iv) counsel to any

debtor-in-possession lender as of such date; and (iv) counsel to the Stalking Horse Purchaser, if any. The term “**Consultation Parties**” shall mean, with respect to any Property: (i) counsel to any official committee appointed in these cases representing parties with an interest in such Property; (ii) any party holding a pre-petition mortgage on such Property; and (iii) any debtor-in-possession lender with liens on such Property.

8. All Qualifying Bidders submitting a Qualifying Bid are deemed to have submitted to the exclusive jurisdiction of this Court with respect to all matters related to the Auction and the terms and conditions of the sale or transfer of the assets identified under the Transaction Agreement.

9. In the event that the Debtors timely receive two or more Qualifying Bids for a Property, the Debtors shall include such Property in the Auction. If a Stalking Horse Agreement is the only Qualified Bid submitted for a Property on or before the Bid Deadline, the Debtors shall not include such Property in the Auction and, instead, may request at the Sale Hearing that this Court approve the Stalking Horse Agreement (if any) applicable to such Property and the transactions contemplated thereunder. If there are no Properties for which at least two Qualifying Bids (inclusive of any Stalking Horse Agreement) have been timely submitted the Auction will be cancelled.

10. The Auction shall be held at the offices of Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware, 19801, beginning at **10:00 a.m. (prevailing Eastern Time) on June 20, 2016.** Each Auction Bidder (as defined in the Bidding Procedures) shall confirm in writing that: (a) it has not engaged in any collusion with respect to the submission of any bid, the bidding, or the Auction and (b) its Qualifying Bid is a good faith

bona fide offer that it intends to consummate if selected as a Successful Bidder. All proceedings at an Auction shall be transcribed.

11. The Debtors shall have the ability to determine the order in which the Properties will be subjected to bidding during the Auction and what Property or Properties will be auctioned in each lot. The Debtors shall announce which Property or Properties will be in the first lot and which bid is the Baseline Bid (as defined in the Auction and Bidding Procedures), which may include the aggregation of a combination of Qualifying Bids of separate Qualifying Bidders. The Debtors shall determine after each bid is made at the Auction whether such bid is the prevailing highest and best bid. The Debtors, in consultation with the Consultation Parties, shall assess each bid to determine whether it is the highest and best bid for a Property, considering, among other things: (a) the transaction structure and execution risk, including conditions to, timing of and certainty of closing, termination provisions, availability of financing and financial wherewithal to meet all commitments, and required governmental or other approval; (b) variations between competing bids and any incremental execution risk that the Debtors reasonably determine, in consultation with the Consultation Parties, exist as a result of those variations; (c) the time needed to close a Sale or other transaction compared with other Qualifying Bids and the cost to the Debtors and their estates of any incremental delay; (d) the total consideration to be received by the Debtors and their estates; (e) the ability to obtain a higher or better offer for a Property when sold individually or in combination with one or more other Properties; (f) existing funding available or proposed to be provided by the Qualifying Bidder during the period necessary to close the Sale or other transaction; (g) the net benefit to the Debtors' estates, taking into account any Stalking Horse Purchaser's rights to any break-up fee, expense reimbursement, or similar bid protection; (h) the proposed treatment of existing

mortgage indebtedness on the subject Property, including any senior indebtedness in the case of a credit bid; (i) the impact on employees, Counterparties (including claims that may be asserted related to rejection and objections to adequate assurance), and other creditors; and (j) any other factors the Debtors may reasonably deem relevant.

12. The Debtors shall have the right as they may reasonably determine to be in the best interests of their estates to carry out the Bidding Procedures, including, without limitation, to: (a) determine which bidders are Qualifying Bidders; (b) determine which bids are Qualifying Bids; (c) determine which Qualifying Bid is a Baseline Bid (as defined in the Bidding Procedures); (d) permit Qualifying Bidders to bid on less than all of the Properties that were included in their Qualifying Bid, if applicable; (e) subject to the terms of the Bidding Procedures, determine which bids are the Successful Bid and Back-Up Bid, each as it relates to the Auction; (f) 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 Debtors and their estates; (g) adjourn or cancel an Auction and/or the Sale Hearing in open court without further notice or as provided in this Order and in the Bidding Procedures; (h) modify the Bidding Procedures consistent with their fiduciary duties and bankruptcy law; and (i) withdraw the Motion at any time with or without prejudice.

Assumption and Assignment Procedures; Contract Objections

13. The following “**Assumption and Assignment Procedures**” are hereby approved:

- (a) On or before **May 10, 2016** (the “**Assumption Notice Deadline**”), the Debtors shall file with the Court and serve on each counterparty (each, a “**Counterparty**,” and collectively, the “**Counterparties**”) to an Assumed Contract an Assumption Notice. In the event that the Debtors identify any Assumed Contract that a potential purchaser may potentially seek to acquire by assumption or assignment and modify the Cure Amount (as defined herein) after the

Assumption Notice Deadline, the Debtors shall promptly file a supplemental Assumption Notice (a “**Supplemental Assumption Notice**”).

- (b) The Assumption Notice (or Supplemental Assumption Notice, if applicable) shall include, without limitation, the cure amount (each, a “**Cure Amount**”), if any, that the Debtors believe is required to be paid to the applicable Counterparty under section 365(b)(1)(A) and (B) of the Bankruptcy Code for each of the Assumed Contracts. If a Counterparty objects to (i) the Debtors ability to assume and/or assign the Assumed Contract or (ii) the Cure Amount for its Assumed Contract, the Counterparty must file with the Court and serve on the Notice Parties a written objection (a “**Contract Objection**”).
- (c) Any Contract Objection shall: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) be filed with the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, **on or before 4:00 p.m. (ET) on May 31, 2016** (the “**Contract Objection Deadline**”), *provided* that if the Debtors file any Supplemental Assumption Notice, such notice shall provide that the Contract Objection Deadline shall be at least 14 days after service of such notice; (iv) be served, so as to be actually received on or before the Contract Objection Deadline, upon the Notice Parties; and (v) state with specificity the grounds for such objection, including, without limitation, the fully liquidated cure amount and the legal and factual bases for any unliquidated cure amount that the Counterparty believes is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code for the Assumed Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto. Any objections to adequate assurance of future performance by a Successful Bidder shall be filed in accordance with paragraph 9(e) below.
- (d) No later than one (1) business day after the conclusion or cancellation of the Auction, the Debtors shall file with the Court one or more notices identifying the Successful Bidder for each Property (a “**Notice of Successful Bidder**”), which shall set forth, among other things, (i) the Successful Bidder and Back-Up Bidder (as defined in the Bidding Procedures), if any, (ii) the Assumed Contracts included in the Successful Bid or Back-Up Bid (as defined in the Bidding Procedures); (iii) the proposed assignee(s) of such Assumed Contracts; and (iv) instructions for contacting the Successful Bidder to obtain Adequate Assurance Information, which shall be provided to each affected Counterparty on a confidential basis; provided that if the Auction is cancelled and the Debtors choose to proceed with a transaction with one or more Stalking Horse Purchasers, the Notice of Successful Bidder shall set forth such information for the Stalking Horse Purchaser(s) that would be provided for the Successful Bidder.
- (e) No later than one (1) business days after the conclusion or cancellation of the Auction, the Debtors will cause to be served by overnight mail upon each affected Counterparty the Notice of Successful Bidder. Counterparties may submit

objections solely on the basis of adequate assurance of future performance by a Successful Bidder for a Property **on or before June 28, 2016 at 4:00 p.m. (ET)**.

- (f) If no Contract Objection is timely received with respect to an Assumed Contract: (i) the Counterparty to such Assumed Contract shall be deemed to have consented to the assumption by the Debtors and (if applicable) assignment of such Assumed Contract, and be forever barred from asserting any objection with regard to such assumption and assignment (including, without limitation, with respect to adequate assurance of future performance); (ii) any and all defaults under such Assumed Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code; and (iii) the Cure Amount included in the Assumption Notice or Supplemental Assumption Notice, if applicable, for such Assumed Contract shall be controlling, notwithstanding anything to the contrary in such Assumed Contract, or any other related document, and the Counterparty shall be deemed to have consented to the Cure Amount and shall be forever barred from asserting any other claims related to such Assumed Contract against the Debtors and (if applicable) the Debtors' assignee, or the property of any of them, that existed prior to the entry of the Sale Order.
- (g) To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the Sale Hearing, including, without limitation, any dispute with respect to the Cure Amount required to be paid to the applicable Counterparty under section 365(b)(1)(A) and (B) of the Bankruptcy Code (any such dispute, a "**Cure Dispute**"), such Contract Objection will be adjudicated at the Sale Hearing or at such other date and time as may be mutually agreed to by the Debtors and the objecting Counterparty or scheduled by the Court; provided, however, that if the Contract Objection relates solely to a Cure Dispute, such Assumed Contract may be assumed by the Debtors and assigned, *provided* that the cure amount that the Counterparty asserts is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the Counterparty) is deposited in a segregated account by the proposed assignee pending the Court's adjudication of the Cure Dispute or the parties' consensual resolution of the Cure Dispute.

14. As part of its bid, each Qualifying Bidder (including any Stalking Horse Purchaser) must make available, for review by the Consultation Parties and Counterparties to Assumed Contracts of which such Qualifying Bidder may seek to take assignment, information supporting the Qualifying Bidder's ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code (the "**Adequate Assurance Information**"), including (a) the Qualifying Bidder's financial

wherewithal and willingness to perform under any contracts that are assumed and assigned to such Qualifying Bidder; (b) a contact person for the proposed assignee that the applicable Counterparty may directly contact in connection with the adequate assurance of future performance; and (c) the actual assignee's identity. To the extent available, the Adequate Assurance Information may also include: (x) a corporate organization chart or similar disclosure identifying ownership and control of the proposed assignee; and (y) financial statements, tax returns and annual reports. Adequate Assurance Information shall be provided on a confidential basis and must be kept confidential and shall only be used and disclosed as agreed to by the Qualifying Bidder that provided such Adequate Assurance Information or ordered by the Court. This Order authorizes the filing of any Adequate Assurance Information under seal, and on the docket with such non-public information redacted, without further order of the Court; *provided* that unredacted versions of such pleadings shall be served upon the Debtors, with a copy to the Court's chambers. Any Representative receiving Adequate Assurance Information shall be notified and shall agree to be bound by the restrictions set forth in this Order.

15. The Assumption and Assignment Procedures are appropriate and fair to all Counterparties and comply in all respects with the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules.

16. The inclusion of a contract, lease or other agreement on an Assumption Notice shall not constitute or be deemed a determination or admission by the Debtors and their estates or any other party in interest that such contract, lease or other agreement is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and any and all rights with respect thereto shall be reserved.

Sale Hearing and Objections to the Sale

17. The Sale Hearing shall be held in this Court on **[June 29, 2016 at 10:00 a.m.] (ET)**, unless otherwise determined by this Court. The Debtors may adjourn or reschedule the Sale Hearing without notice or **with** limited and shortened notice to parties, including by: (a) an announcement of such adjournment at the Sale Hearing or at the Auction or (b) the filing of a notice of adjournment with the Court prior to the commencement of the Sale Hearing.

18. Any objections to the Sale or the relief requested in connection with the Sale (a “**Sale Objection**”), other than a Contract Objection, which shall be governed by the Assumption and Assignment Procedures, must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Bankruptcy Rules; (c) set forth the specific basis for the Sale Objection; (d) be filed with the Clerk of this Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, together with proof of service, **on or before 4:00 p.m. (ET) on May 31, 2016** (the “**Sale Objection Deadline**”); and (e) be served, so as to be actually received on or before the Sale Objection Deadline, upon the Notice Parties. If a Sale Objection is not filed and served on or before the Sale Objection Deadline in accordance with the foregoing requirements, the objecting party shall be barred from objecting to the Sale and shall not be heard at the Sale Hearing, and this Court may enter the Sale Order without further notice to such party.

19. Failure to file a Sale Objection on or before the Sale Objection Deadline (a) shall forever bar the assertion, whether at any Sale Hearing or thereafter, of any objection to the Motion, to entry of the Sale Order, and/or to the consummation and performance of the Sale contemplated by a Stalking Horse Agreement or any Transaction Agreement with a Successful Bidder or Back-Up Bidder, and (b) for purposes of section 363(f) of the Bankruptcy Code, shall

be deemed to be “consent” to entry of the Sale Order and consummation of the Sale and all transactions related thereto.

20. The Debtors shall have until **June 27, 2016 at 4:00 p.m. (ET)** to file and serve a reply to any objection filed in connection with the Sale, including any Sale Objection or Contract Objection.

21. Within 30 days after approval of entry of any Sale Order, the Debtors, in consultation with the purchaser or purchasers, counsel to any debtor-in-possession lender, and all parties known by the Debtors to assert a lien on any of the Assets that were the subject to such Sale Order, shall meet and confer to reach agreement on the proposed resolution of any disputes regarding the allocation of value among the subject Assets. The Debtors shall present a proposal to the Court regarding such allocation at the conclusion of such 30-day period, and the Court shall schedule a hearing, if necessary, to resolve any disputes regarding the proper allocation.

Form and Manner of Notice of Sale Hearing

22. The Sale Notice, the Assumption Notice, the Notice of Successful Bidder, the Bidding Procedures, the Auction, the Sale Hearing, and the Assumption and Assignment Procedures and the objection periods associated with each of the foregoing are reasonably calculated to provide sufficient and effective notice to any affected party and afford the affected party the opportunity to exercise any rights affected by the Motion as it relates to the Bidding Procedures, Auction, the Sale, the Sale Hearing, and the assumption and assignment of the Assumed Contracts pursuant to Bankruptcy Rules 2002(a)(2), 6004 and 6006, and such notices and objection periods are hereby approved.

23. Within five (5) days of entry of the Bidding Procedures Order, the Debtors will serve the Sale Notice by first class mail on: (1) the U.S. Trustee; (2) counsel to any official

committee appointed in these cases representing parties with an interest in such Property, (3) counsel to any debtor-in-possession lender; (4) all parties known by the Debtors to assert a lien on any of the Assets; (5) all persons known or reasonably believed to have asserted an interest in any of the Assets; (6) all non-Debtor parties to any of the Assumed Contracts; (7) all persons known or reasonably believed to have expressed an interest in acquiring all or any portion of the Assets or making an equity or other investment in the Debtors within the twelve (12) months prior to the Petition Date; (8) the Office of the United States Attorney for the District of Delaware; (9) the Office of the Attorney General in each state in which the Debtors operate; (10) the Office of the Secretary of State in each state in which the Debtors operate or are organized; (11) all taxing authorities having jurisdiction over any of the Assets, including the Internal Revenue Service; (12) all environmental authorities having jurisdiction over any of the Assets, including the Environmental Protection Agency; (13) the Securities and Exchange Commission; (14) the United States Attorney General/Antitrust Division of Department of Justice; and (15) all other parties that had filed a notice of appearance and demand for service of papers in these chapter 11 cases as of the date of service (collectively, the “**Sale Notice Parties**”). In addition, the Debtors will serve the Sale Notice on all of the Debtors’ known creditors, investors, and equity holders (for whom identifying information and addresses are available to the Debtors).

24. The Debtors shall also post the Sale Notice and the Bidding Procedures Order on the website of the Debtors’ claims and noticing agent, at <http://donlinrecano.com/nca>.

25. Not later than twenty-one (21) days prior to the date of the Sale Hearing, the Debtors shall cause the Sale Notice to be published once in the *Stamford Advocate* and once in the national edition of either the *New York Times* or *Wall Street Journal*. Such publication conforms to the requirements of Bankruptcy Rules 2002(l) and 9008, and is reasonably

calculated to provide notice to any affected party, including any Potential Bidders, and afford the affected party the opportunity to exercise any rights affected by the Motion and the relief granted by this Order.

Miscellaneous

26. The Debtors' right to seek this Court's approval of one or more Stalking Horse Purchasers, with notice and a hearing, is hereby preserved.

27. The Debtors are authorized to conduct the Sale without the necessity of complying with any state or local bulk transfer laws or requirements.

28. In the event that there is a conflict between this Order or the Bidding Procedures, on the one hand, and the Motion, a Transaction Agreement, or a Stalking Horse Agreement, on the other hand, this Order and the Bidding Procedures shall control and govern.

29. Prior to mailing and publishing the Sale Notice and the Assumption Notice, as applicable, the Debtors may fill in, or cause to be filled in, any missing dates and other information, correct any typographical errors, conform the provisions thereof to the provisions of this Order, and make such other, non-material changes as the Debtors deems necessary or appropriate.

30. All persons or entities that participate in the bidding process shall be deemed to have knowingly and voluntarily: (a) consented to the entry of a final order by this Court in connection with the Motion or this Order (including any disputes relating to the bidding process, the Auction and/or any Sale) to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution and (b) waived any right to jury trial in connection with any disputes relating to the any of the foregoing matters.

31. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in these chapter 11 cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of this Order. This Order shall be binding on any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of the Debtors' cases.

32. This Order shall be effective immediately upon entry, and any stay of orders provided for in Bankruptcy Rules 6004(h) or 6006(d) or any other provision of the Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules is expressly waived. The Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and may, in their sole discretion and without further delay, take any action and perform any act authorized or approved under this Order.

33. The requirements set forth in Local Bankruptcy Rules 6004-1, 9006-1 and 9013-1 are hereby satisfied or waived.

34. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of the Order.

Dated: April _____, 2016
Wilmington, Delaware

Laurie Selber Silverstein
United States Bankruptcy Judge

Exhibit 1

Bidding Procedures

BIDDING PROCEDURES

On December 13 and 14, 2015, February 3 and 4 and March 17, 2016, Newbury Common Associates, LLC and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code.

On April __, 2016, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) entered an order [Docket No. __] (the “**Bidding Procedures Order**”), which, among other things, authorized the Debtors to solicit bids and approved these procedures (collectively, the “**Bidding Procedures**”) to be employed by the Debtors in connection with the proposed sale or other acquisition transaction (each a “**Sale**”) of the commercial properties identified on **Schedule 1** (each a “**Property**”) and personal property owned by the Debtors (together with the Properties, the “**Assets**”), either individually or in lots, free and clear of all liens, claims, encumbrances, and other interests (collectively, the “**Encumbrances**”), other than those Encumbrances permitted by the applicable asset purchase agreement or other agreement for the applicable Sale (each a “**Transaction Agreement**”). For the avoidance of doubt, a Sale proposed under these Bidding Procedures includes the acquisition of the equity of one or more Debtors through a section 363 sale or a sale of Assets or the acquisition of the equity in one or more Debtors implemented through a chapter 11 plan (a “**Plan**”).

The Debtors have reserved the right to seek Court approval, with notice and an opportunity for hearing, of one or more parties to serve as a stalking horse purchaser (each a “Stalking Horse Purchaser”) to acquire the Properties pursuant to a Transaction Agreement between the applicable Debtor(s) and the Stalking Horse Purchaser (each a “Stalking Horse Agreement”). The Debtors intend to seek authority to name Ares US Real Estate VIII Management LLC and certain of its affiliates (collectively “Ares”) as a Stalking Horse Purchaser, in accordance with the terms of the proposed \$4,000,000 Senior Secured Super Priority Debtor in Possession Facility and a definitive purchase and sale agreement to be negotiated with Ares (the “Ares Contract”), upon completion of the inspection period (lasting not more than 30 days after execution of the Ares Contract) and satisfaction or waiver of all conditions to the Ares Contract being firm and binding.

ANY PARTY INTERESTED IN BIDDING ON THE ASSETS SHOULD CONTACT:

- (A) [BROKER CONTACT]; AND/OR
- (B) Robert S. Brady, Esq. (Phone: 302-571-6690; rbrady@ycst.com) and Sean T. Greecher, Esq. (Phone: 302-571-6558; Email: sgreecher@ycst.com).

Summary of Important Dates

Deadline to serve Assumption Notice	May 10, 2016
Deadline to object to Sales (other than with	May 31, 2016 at 4:00 p.m. (ET)

respect to assumption and assignment)	
Deadline to object to Assumption Notice (other than adequate assurance)	May 31, 2016 at 4:00 p.m. (ET)
Bid Deadline	June 15, 2016 at 5:00 p.m. (ET)
Auction commence	June 20, 2016 at 10:00 a.m. (ET)
Deadline to object to adequate assurance	June 28, 2016 at 4:00 p.m. (ET)
Sale Hearing	June 29, 2016
Outside Closing Date	July 29, 2016 [30 days after entry of the applicable Sale Order] ¹

1. Assets to be Sold

The Debtors shall offer for sale the Assets, provided that the Debtors determine that the aggregate consideration offered by any bid, or combination of bids for the Assets, satisfies the requirements set forth in these Bidding Procedures. Potential Bidders may bid on all or any number or combination of the Assets.

Potential Bidders also may submit a proposal to serve as the sponsor or co-proponent (with the Debtors) of a Plan for purposes of recapitalizing one or more Debtors.

2. Participation Requirements

Any person or entity that wishes to participate in the bidding process for the Assets (each, a “**Potential Bidder**”) must first become a “**Qualifying Bidder**.” Parties may be qualified as a Qualified Bidder up to the Bid Deadline (*i.e.*, June 15, 2016 at 5:00 p.m. (ET)), but parties interested in submitting a bid for one or more Properties are encouraged to qualify as soon as possible because the Bidding Procedures do not permit any due diligence conditions in Qualifying Bids.

As a prerequisite to becoming a Qualifying Bidder (and thus being able to conduct due diligence and gain access to the Debtors’ confidential electronic data room concerning the Assets (the “**Data Room**”)), a Potential Bidder must submit to the Debtors and their advisors:

- (a) documentation identifying the interested party, its principals, and the representatives thereof who are authorized to appear and act on their behalf for all purposes regarding the contemplated transaction;
- (b) an executed confidentiality agreement in form and substance reasonably satisfactory to the Debtors, which by its terms will inure to the benefit of the Successful Bidders, to the extent of confidential information relating to the Assets acquired by such party;
- (c) a statement and other factual support demonstrating to the Debtors’ reasonable

¹ To the extent that a Successful Bidder (as defined herein) proposes a transaction that will be implemented through a chapter 11 plan, this deadline will be extended until that date that is 90 days from approval of such bid to provide for confirmation of such a plan.

satisfaction, after consultation with the Consultation Parties, that the interested party has a *bona fide* interest in consummating a transaction to acquire one or more of the Properties; and

- (d) sufficient information, as determined by the Debtors, to allow the Debtors, after consultation with the Consultation Parties, to determine that the interested party (i) has, or can obtain, the financial wherewithal and any required internal corporate, legal or other authorizations to close a sale transaction, including, but not limited to, current audited financial statements of the interested party (or such other form of financial disclosure acceptable to the Debtors in their discretion) and (ii) can provide adequate assurance of future performance under any executory contracts and unexpired leases to be assumed by the Debtors and assigned to such bidder, pursuant to section 365 of the Bankruptcy Code, in connection with the Sale.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder to consummate its contemplated transaction.

Notwithstanding anything to the contrary herein, and for the avoidance of doubt, for all purposes under the Bidding Procedures: (i) any designated Stalking Horse Purchaser shall be considered a Qualifying Bidder and any Stalking Horse Agreement shall be a Qualifying Bid (as defined below); and (ii) in determining whether any Potential Bidders constitute Qualifying Bidders, the Debtors may consider a combination of bids for the Assets.

3. Bankruptcy Court Jurisdiction

Any Potential Bidders and Qualifying Bidders shall: (a) be deemed to have waived any right to a jury trial in connection with, and consented and submitted to the exclusive jurisdiction of the Court over, any actions or proceedings arising from or relating to the Bidding Procedures, the Sale, the Auction (as defined below) and the construction and enforcement of the contemplated transaction documents of such parties, (b) bring any such action or proceeding in the Court, and (c) be deemed to have consented to the Court entering a final judgment determining any such action or proceeding and that such final judgment in any such action or proceeding, including all appeals, shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law.

4. Form of Agreement

Potential Bidders intending to submit bids must include with their bids:

- (a) a statement that such Potential Bidder offers to purchase the Assets, or a number or combination of the Assets, upon the terms set forth in their Transaction Agreement; provided that, in the event that the Debtors enter into a Stalking Horse Agreement and a Potential Bidder wishes to acquire Properties that are the subject of a Stalking Horse Agreement, such statement shall provide that the Potential Bidder offers to purchase those Properties upon substantially the same

terms as, or terms more favorable to the Debtors and their estates than, the terms set forth in the applicable Stalking Horse Agreement;

- (b) a clean and duly executed Transaction Agreement and a marked copy of the Transaction Agreement that reflects any variations from the Stalking Horse Agreement, if there is one for the Property or Properties that are the subject of the bid; and
- (c) if the Qualifying Bidder proposes to implement an acquisition transaction through a Plan, a detailed term sheet that includes (i) the applicable Debtors that will be included in the Plan, (ii) a description of the treatment of each class of creditors proposed under the Plan, (iii) the transactions that will be implemented and occur under the Plan, (iv) the consideration to be received by existing creditors, existing equity holders, and any other party receiving distributions under the Plan and the source thereof, (v) any conditions to the occurrence of the effective date of the proposed Plan, and (vi) any other matters that are material to the Plan and the implementation thereof.

5. Due Diligence

The Debtors will provide any Qualifying Bidder with reasonable access to the Data Room and any other additional information that the Debtors believe to be reasonable and appropriate under the circumstances. All additional due diligence requests shall be directed to: (a) [BROKER]; and/or (b) Robert S. Brady, Esq. (Phone: 302-571-6690; Email: rbrady@ycst.com) and Sean T. Greecher, Esq. (Phone: 302-571-6558; Email: sgreecher@ycst.com). All due diligence materials provided to Qualifying Bidders shall be subject to the limitations on use and disclosure included in any confidentiality agreement entered into pursuant to the Bidding Procedures.

The due diligence period shall extend through and including the Bid Deadline. The Debtors may, but shall not be obligated to, in their sole discretion, furnish any due diligence information after the Bid Deadline.

The Debtors reserve the right, in their sole discretion, to withhold or limit access to any due diligence information that the Debtors determine is business-sensitive or otherwise not appropriate for disclosure to a Qualifying Bidder. Notwithstanding any limitations provided for in such information, including, without limitation, any non-disclosure, confidentiality or similar provisions, the Debtors and their estates shall be authorized to provide due diligence information to the Qualifying Bidders, provided that such Qualifying Bidders have delivered an executed confidentiality agreement in form and substance acceptable to the Debtors. The Debtors and their estates are not responsible for, and shall have no liability with respect to, any information obtained by, or provided to, any Qualifying Bidders in connection with the Bidding Procedures and the Sale.

6. Bid Requirements

Other than in the case of a Stalking Horse Purchaser, to be deemed a “**Qualifying Bid**,” a bid must be received from a Qualifying Bidder on or before the Bid Deadline and satisfy each of the following requirements (each, a “**Bid Requirement**”):

- (a) be in writing;
- (b) fully disclose the identity of the Qualifying Bidder and whether such party is an insider (as defined in section 101 of the Bankruptcy Code) of any Debtor, and provide the contact information of the specific person(s) whom the Debtors or their advisors should contact in the event that the Debtors have any questions or wish to discuss the bid submitted by the Qualifying Bidder;
- (c) in the case of a Sale, set forth the purchase price to be paid by such Qualifying Bidder, including what amount is being paid as cash and what amount constitutes a credit bid, and identify the liabilities proposed to be paid or assumed by such Qualifying Bidder;
- (d) if a Plan is proposed, be accompanied with a commitment to provide funding to the applicable Debtors for the period from and after the closing of the Auction to the confirmation of a Plan, including, to the extent not otherwise satisfied or provided for, payment of any amount under debtor-in-possession financing (“**DIP Financing**”) that will mature or otherwise come due in that period (the “**Plan Incremental Funding**”), which shall constitute consideration to be provided for the transaction but shall also be in addition to any cash consideration offered for the Assets;
- (e) specify the Assets that are included in the bid and, to the extent a Stalking Horse Purchaser is designated, state that such Qualifying Bidder offers to purchase those Properties included in the applicable Stalking Horse Agreement upon substantially the same terms as, or terms more favorable to the Debtors and their estates than, the terms set forth in the applicable Stalking Horse Agreement;
- (g) be accompanied by a clean and marked modified Transaction Agreement that reflects any variations from the Stalking Horse Agreement, if there is one for the subject Properties;
- (h) state that such Qualifying Bidder’s offer is formal, binding and unconditional and is irrevocable until two (2) business days after the closing of the Sale, or upon conclusion of the Sale Hearing with respect to a Successful Bid for Properties that are the subject of a proposal to pursue a Plan with respect to those Properties that has been accepted by the applicable Debtors;
- (i) state that such Qualifying Bidder is financially capable of consummating the transactions contemplated by the Transaction Agreement or proposed Plan and provide written evidence in support thereof;

- (j) contain such financial and other information to allow the Debtors to make a reasonable determination as to the Qualifying Bidder's financial and other capabilities to close the transactions contemplated by its proposed Transaction Agreement, including, without limitation, such financial and other information supporting the Qualifying Bidder's ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code, including the Qualifying Bidder's financial wherewithal and willingness to perform under any contracts that are assumed and assigned to the Qualifying Bidder, in a form that allows the Debtors to make available, within one (1) business day after such receipt, such information to any counterparties to any contracts or leases being assumed and assigned in connection with the Sale that have requested, in writing, such information;
- (k) identify with particularity each and every executory contract, unexpired lease and unexpired sublease the assumption and assignment of which is a condition to close the transactions contemplated by the proposed Transaction Agreement;
- (l) a commitment to close the transactions contemplated by the Transaction Agreement by July 29, 2016; provided that if the proposed transactions will be implemented through a Plan, the Debtors shall have 90 days from the date of court approval of the proposal to obtain confirmation of such Plan, provided further that the Debtors have or will have sufficient liquidity (through appropriate funding provided or arranged by the Qualifying Bidder) to continue operations through that point in time;
- (m) not request or entitle such Qualifying Bidder to any break-up fee, termination fee, expense reimbursement or similar type of fee or payment;
- (n) (i) in the event that there is a Stalking Horse Purchaser, and the Qualifying Bidder wishes to bid on the same Properties that are included in the Stalking Horse Agreement, the aggregate consideration proposed by the Qualifying Bidder must equal or exceed the sum of the amount of (A) the purchase price under the Stalking Horse Agreement, plus (B) any break-up fee, expense reimbursement, or other bid protection provided under the Stalking Horse Agreement, plus (C) the greater of \$250,000 or 2% of the purchase price under the Stalking Horse Agreement; and (ii) for any other bid, the aggregate consideration proposed by the Qualifying Bidder must equal or exceed the sum of (X) the aggregate outstanding mortgage indebtedness of all Properties included in the Qualifying Bid plus (Y) the greater of \$250,000 and 2% of the amount set forth in sub-clause (X);
- (o) not contain any contingencies of any kind, including, without limitation, contingencies related to financing, internal approval or due diligence;
- (p) contain written evidence satisfactory to the Debtors, in consultation with the Consultation Parties, that the Qualifying Bidder has a commitment for financing or other evidence of the ability to close the transactions contemplated by the Transaction Agreement or to consummate a proposed Plan transaction, including

the Plan Incremental Funding, with appropriate contact information for such financing sources to verify funds;

- (q) contain a written acknowledgement and representation that the Qualifying Bidder (i) has had an opportunity to conduct any and all due diligence regarding the Assets, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and other information in making its Qualifying Bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets, or the completeness of any documents or other information provided in connection with the Bidding Procedures and the Sale;
- (r) sets forth (i) a statement or evidence that the Qualifying Bidder has made or will make in a timely manner all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, if applicable, and pay the fees associated with such filings and (ii) any regulatory and third-party approval required for the Qualifying Bidder to close the transactions contemplated by the Transaction Agreement, and the time period within which the Qualifying Bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than ten (10) days following execution and delivery of such Qualifying Bidder's Transaction Agreement, those actions the bidder will take to ensure receipt of such approval(s) as promptly as possible); provided that a Qualifying Bidder agrees that its legal counsel will coordinate in good faith with Debtor's legal counsel to discuss and explain Qualifying Bidder's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Transaction Agreement; provided, further that the offer contains a covenant to cooperate with the Debtors to provide pertinent factual information regarding the bidder's operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements;
- (s) provides for the Qualifying Bidder to serve as a backup bidder (the "**Back-Up Bidder**") if the Qualifying Bidder's bid is the next highest and best bid (the "**Back-Up Bid**") after the Successful Bid (as defined below), in accordance with the terms of the Transaction Agreement;
- (t) includes written evidence of authorization and approval from the Qualifying Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of the Transaction Agreement;
- (u) provides a good faith cash deposit (the "**Deposit**") in an amount equal to ten percent (10%) of (i) the cash purchase price to be paid under the proposed Transaction Agreement or (ii) in the event of a transaction proposed to be implemented through a Plan, the aggregate amount of mortgage indebtedness against the subject Property(ies) (or, in each instance, such additional amount as

may be determined by the Debtors in their reasonable discretion and in consultation with the Consultation Parties), to be deposited, prior to the Bid Deadline, with an escrow agent selected by the Debtors pursuant to the escrow agreement to be provided by the Debtors to the Qualifying Bidders; provided, that in no event shall the Deposit exceed the amount of \$4,230,000 for any Qualifying Bidder; and

- (v) provides for liquidated damages in the event of the Qualifying Bidder's breach of, or failure to perform under, the Transaction Agreement equal to the amount of the Deposit.

A bid from a Qualifying Bidder satisfying all of the above requirements, as determined by the Debtors, in consultation with the Consultation Parties, shall constitute a Qualifying Bid. The Debtors reserve the right to work with any Qualifying Bidder in advance of the Auction to cure any deficiencies in a bid that is not initially deemed a Qualifying Bid.

Each Qualifying Bidder submitting a bid shall be deemed to: (a) acknowledge and represent that it is bound by all of the terms and conditions of the Bidding Procedures; and (b) have waived the right to pursue a substantial contribution claim under section 503 of the Bankruptcy Code related in any way to the submission of its bid, the Bidding Procedures, and the Sale.

7. Credit Bidding

Any party that wishes to submit a credit bid as a component of, or as the entirety, of the consideration for their bid shall identify the amount of the claim and the nature, extent, and priority of the lien upon which their credit bid is premised. Parties submitting a credit bid agree to provide the Debtors with documentation to evidence the amount, nature, extent, validity and perfection of such claim and lien. Holders of mortgages against the Properties that were of record as of the Petition Date shall have the right to credit bid the full amount of the outstanding indebtedness under such mortgage unless an action challenging the amount, validity, extent, priority, or perfection of their secured claims is commenced by the Bid Deadline, **i.e., June 15, 2016 at 5:00 p.m. (ET)**. Additionally, any lender providing DIP Financing shall be permitted to credit bid the amount of such DIP Financing, subject to the terms of the agreements and orders of the Court under which that DIP Financing is provided.

Unless the Court orders otherwise prior to the Bid Deadline, the outstanding amount of any mortgage indebtedness as of the Petition Date, as set forth in the Debtors' books and records, shall be conclusive evidence of the amount of such mortgage indebtedness and shall be used for all purposes in connection with the Bidding Procedures; provided, that such amount shall not be used for any purposes with respect to determining any distributions owed to the holder of such mortgage indebtedness and nothing set forth herein shall be deemed an allowance, disallowance or liquidation of any claim arising out of mortgage indebtedness.

8. Bid Deadline

A Qualifying Bidder, other than any Stalking Horse Purchaser, that desires to make a bid shall deliver a written and electronic copy of its bid in both PDF and MS-WORD format to the

Notice Parties so as to be received on or before **June 15, 2016 at 5:00 p.m. (ET)** (the “**Bid Deadline**”); provided that the Debtors may extend the Bid Deadline without further order of the Court, subject to providing notice to the Consultation Parties. **Any party that does not submit a bid by the Bid Deadline will not be allowed to (a) submit any offer after the Bid Deadline, or (b) participate in the Auction.**

9. Evaluation of Qualifying Bids

The Debtors will deliver, within one (1) business day after receipt thereof, copies of all bids from Qualifying Bidders to the Consultation Parties. The Debtors, in consultation with the Consultation Parties, shall make a determination regarding whether a timely submitted bid from a Qualifying Bidder is a Qualifying Bid, and shall notify all Qualifying Bidders whether their bids have been determined to be a Qualifying Bid by no later than two (2) days prior to the Auction Date. In the event that a bid is determined not to be a Qualifying Bid, the Qualifying Bidder shall be notified by the Debtors and shall have one (1) day from the date of such notification to modify its bid to increase the purchase price or otherwise improve the terms of the Qualifying Bid for the Debtors; provided that any Qualifying Bid may be improved at the Auction as set forth herein.

One (1) day prior to the Auction Date, the Debtors shall determine, in consultation with the Consultation Parties, which of the Qualifying Bids, at such time, is the highest and best bid for purposes of constituting the opening bid of the Auction (the “**Baseline Bid**” and the Qualifying Bidder submitting the Baseline Bid, the “**Baseline Bidder**”), and shall promptly notify any Stalking Horse Purchaser and all Qualifying Bidders with Qualifying Bids of the Baseline Bid. The Baseline Bid may be comprised of any combination of Properties and other Assets, and the Debtors may determine that different Baseline Bids exist for different lots of the Assets. The Debtors shall have the discretion to determine how to proceed when auctioning the Assets in lots that do not include all Properties so as to maximize the value of the Assets.

10. No Qualifying Bids

If no timely Qualifying Bids other than a Stalking Horse Purchaser’s or Purchasers’ Qualifying Bid(s) are submitted on or before the Bid Deadline, the Debtors shall not hold an Auction and shall request at the Sale Hearing (as defined in the Bidding Procedures Order) that the Court approve the Stalking Horse Agreement or Agreements and the transactions contemplated thereunder.

11. Auction

In the event that the Debtors timely receive one or more Qualifying Bids other than any Stalking Horse Purchaser’s Qualifying Bid, the Debtors shall conduct an auction (the “**Auction**”). Following the Auction, the Debtors will determine, in consultation with the Consultation Parties, which Qualifying Bid is the highest and best bid for the Assets, which will be determined by considering, among other things, the following non-binding factors: (a) the transaction structure and execution risk, including conditions to, timing of and certainty of closing, termination provisions, availability of financing and financial wherewithal to meet all commitments, and required governmental or other approval, as well as additional costs or

savings to the Debtors in the event that a bid is implemented through a chapter 11 plan or a section 363 sale; (b) variations between competing bids and any incremental execution risk that the Debtors reasonably determine, in consultation with the Consultation Parties, exist as a result of those variations; (c) the time needed to close a Sale or other transaction compared with other Qualifying Bids and the cost to the Debtors and their estates of any incremental delay; (d) the total consideration to be received by the Debtors and their estates; (e) the ability to obtain a higher or better offer for a Property when sold individually or in combination with one or more other Properties; (f) existing funding available or proposed to be provided by the Qualifying Bidder during the period necessary to close the Sale or other transaction; (g) the net benefit to the Debtors' estates, taking into account any Stalking Horse Purchaser's rights to any break-up fee, expense reimbursement, or similar bid protection; (h) the proposed treatment of existing mortgage indebtedness on the subject Property, including any senior indebtedness in the case of a credit bid; (i) the impact on employees, Counterparties (including claims that may be asserted related to rejection and objections to adequate assurance), and other creditors; and (j) any other factors the Debtors may reasonably deem relevant.

The Auction shall be governed by the following procedures:

- (a) the Auction shall be held on **June 20, 2016 at 10:00 a.m. (ET)** (the "**Auction Date**") at the offices of Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, Delaware 19801;
- (b) only a Stalking Horse Purchaser and the other Qualifying Bidders with Qualifying Bids (together, the "**Auction Bidders**") shall be entitled to make any subsequent bids at the Auction;
- (c) the Auction Bidders shall appear in person at the Auction, or through a duly authorized representative;
- (d) only the Debtors, the Auction Bidders, the Consultation Parties, and all creditors of the Debtors, together with the professional advisors to each of the foregoing parties, may attend the Auction; provided that such creditors and the Consultation Parties provide counsel for the Debtors one (1) day's written notice of their intent to attend the Auction;
- (e) the Debtors and their professional advisors shall direct and preside over the Auction, which shall be transcribed;
- (f) the Auction Bidders shall confirm that they have not engaged in any collusion with respect to the Bidding Procedures, the Auction, or the Sale;
- (g) bidding on any lot of Assets shall commence at the amount of the Baseline Bid, and the Auction Bidders may submit successive bids in increments of at least the greater of \$100,000 and 1% of the Baseline Bid, provided that: (i) each such successive bid must be a Qualifying Bid; (ii) if the then-highest and best bid was made by any Stalking Horse Purchaser, such bid shall be deemed to include the sum of the amount of any break-up fee, expense reimbursement, or other bid protections available to such Stalking Horse Purchaser; (iii) any bid made by any

Stalking Horse Purchaser shall be deemed to include the sum of the amount of any break-up fee, expense reimbursement, or other bid protection available to such Stalking Horse Purchaser in addition to the cash and other consideration provided for in its bid; and (iv) the Debtors shall retain the right to modify the bid increment requirements at the Auction;

- (h) the Auction may include individual negotiations with any of the Auction Bidders, but all bids shall be made on the record and in the presence of all of the Auction Bidders;
- (i) all material terms of the bid that is deemed to be the highest and best bid for each round of bidding shall be fully disclosed to the Auction Bidders, and the Debtors shall use reasonable efforts to clarify any and all questions that the Auction Bidders may have regarding the Debtors' announcement of the then-current highest and best bid;
- (j) the Debtors and their professional advisors may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (*e.g.*, the amount of time allotted to make subsequent bids) for conducting the Auction, provided that such rules are (i) not inconsistent with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, or any applicable order of the Court entered in connection with these chapter 11 cases, including, without limitation, the Bidding Procedures Order, and (ii) disclosed to the Auction Bidders;
- (k) each Auction Bidder shall (i) be deemed to have waived any right to a jury trial in connection with, and consented and submitted to the exclusive jurisdiction of the Court over, any actions or proceedings arising from or relating to the Bidding Procedures, the Sale, the Auction and the construction and enforcement of the contemplated transaction documents of the Auction Bidders, (ii) bring any such action or proceeding in the Court, and (iii) be deemed to have consented to the Court entering a final judgment determining any such action or proceeding and that such final judgment in any such action or proceeding, including all appeals, shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law;
- (l) the Auction Bidders shall have the right to make additional modifications to their Transaction Agreement or Stalking Horse Agreement, as applicable, in conjunction with each Qualifying Bid submitted in each round of bidding during the Auction, provided that (i) any such modifications on an aggregate basis and viewed in whole, shall not, in the Debtors' discretion, in consultation with the Consultation Parties, be less favorable to the Debtors and their estates than the terms of any Stalking Horse Agreement for the Assets that are the subject of the bids, and (ii) each Qualifying Bid shall constitute an irrevocable offer and shall be binding on the Auction Bidder submitting such bid until such party shall have

submitted a subsequent Qualifying Bid at the Auction or the conclusion of the Sale Hearing, whichever occurs sooner, unless such bid is selected as the Successful Bid or the Back-Up Bid, which shall remain binding as provided for herein;

- (m) the Debtors shall have the right to request any additional financial information that will allow the Debtors to make a reasonable determination as to an Auction Bidder's financial and other capabilities to consummate the transactions contemplated by the Transaction Agreement or any Stalking Horse Agreement, as applicable, as may be amended during the Auction, and any further information that the Debtors may believe is reasonably necessary to clarify and evaluate any bid made by an Auction Bidder during the Auction;
- (n) upon the conclusion of the Auction, the Debtors shall determine, in consultation with the Consultation Parties, and subject to Court approval, the offer or offers for the Assets that is or are the highest and best from among the Qualifying Bids submitted at the Auction (the "**Successful Bid**"). The bidder submitting such Successful Bid shall become the "**Successful Bidder**," and shall have such rights and responsibilities of the purchaser as set forth in the Transaction Agreement or any Stalking Horse Agreement, as applicable. The Debtors may, in their sole discretion, designate a Back-Up Bid or Bids (and the corresponding Back-Up Bidder or Bidders) in the event that a Successful Bidder does not close a Sale; and
- (o) prior to the Sale Hearing, the Successful Bidder shall complete and execute all agreements, contracts, instruments and other documents evidencing and containing the terms and conditions upon which the Successful Bid was made.

THE SUCCESSFUL BID AND ANY BACK-UP BID SHALL CONSTITUTE AN IRREVOCABLE OFFER AND BE BINDING ON THE SUCCESSFUL BIDDER AND THE BACK-UP BIDDER, RESPECTIVELY, FROM THE TIME THE BID IS SUBMITTED UNTIL TWO (2) BUSINESS DAYS AFTER THE SALE HAS CLOSED. EACH QUALIFYING BID THAT IS NOT THE SUCCESSFUL BID OR THE BACK-UP BID SHALL BE DEEMED WITHDRAWN AND TERMINATED AT THE CONCLUSION OF THE SALE HEARING.

12. Sale Hearing

If an Auction is held, the Successful Bid and any Back-Up Bid will be subject to approval by the Court. The Sale Hearing to approve the Successful Bid(s) and any Back-Up Bid(s) or the Stalking Horse Agreement(s) shall take place on **June 29, 2016 at 10:00 a.m. (ET)**. The Sale Hearing may be adjourned by the Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice on the docket of the Debtors' chapter 11 cases.

13. Backup Bidder

Notwithstanding any of the foregoing, in the event that a Successful Bidder fails to close the applicable Sale prior to thirty (30) days after the completion of the Auction (or such date as may be extended by the Debtors), the Back-Up Bid for that Sale will be deemed to be the Successful Bid, the Back-Up Bidder will be deemed to be the Successful Bidder, and the Debtors will be authorized, but not directed, to close that Sale to the Back-Up Bidder subject to the terms of the Back-Up Bid without the need for further order of the Court and without the need for further notice to any interested parties.

14. Return of Deposits

All Deposits shall be returned to each bidder not selected by the Debtors as a Successful Bidder or Back-Up Bidder for any Sale no later than five (5) business days following the closing of the Sale Hearing. The deposit of a Back-Up Bidder shall be returned within five (5) business days of the closing of the applicable Sale to the Successful Bidder; the deposit of the Successful Bidder or, if the Sale is closed with the Back-Up Bidder, the deposit of the Back-Up Bidder, shall be applied to the purchase price for the Sale. If the Successful Bidder (or, if the Sale is to be closed with the Back-Up Bidder, then the Back-Up Bidder) fails to consummate the Sale because of a breach or failure to perform on the part of such bidder, then, subject to the terms of the Transaction Agreement or any Stalking Horse Agreement, as applicable, the Debtors and their estates shall be entitled to retain the Deposit of the Successful Bidder (or, if the Sale is to be closed with the Back-Up Bidder, then the Back-Up Bidder) as part of the damages resulting to the Debtors and their estates for such breach or failure to perform.

15. Notice and Consultation Parties

- (a) The term “**Notice Parties**” as used in these Bidding Procedures shall mean, with respect to a Property: (i) the Debtors, care of Marc Beilinson, Email: mbeilinson@beilinsonpartners.com; (ii) counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Robert S. Brady, Esq. and Sean T. Greecher, Esq.) and Email: RBrady@ycst.com and SGreecher@ycst.com; (iii) counsel to any official committee appointed as of the applicable date representing parties with an interest in such Property; (iv) counsel to any debtor-in-possession lender as of such date; and (v) counsel to the Stalking Horse Purchaser, if any.
- (b) The term “**Consultation Parties**” as used in these Bidding Procedures shall mean, with respect to any Property: (i) counsel to any official committee appointed in these cases representing parties with an interest in such Property; (ii) any party holding a pre-petition mortgage on such Property; and (iii) any debtor-in-possession lender with liens on such Property.

For the avoidance of doubt, any consultation rights provided to the Consultation Parties by these Bidding Procedures shall not limit the Debtors’ discretion in any way and shall not include the right to veto any decision made by the Debtors in the exercise of their business judgment.

In the event that any Consultation Party, any member of an official committee or an affiliate of any of the foregoing submits a bid that is a Qualifying Bid, any obligation of the Debtors to consult with the bidding party established under these Bidding Procedures will be waived, discharged and released without further action; provided that the bidding party will have the same rights as any other Qualifying Bidder set forth above.

If a member of an official committee submits a Qualifying Bid, such committee will continue to have consultation rights as set forth in these Bidding Procedures; provided that the committee shall exclude such member from any discussions or deliberations regarding the sale of the Assets in question and shall not provide any information regarding the sale of the Assets to such member.

16. Reservation of Rights

Notwithstanding any of the foregoing, the Debtors and their estates reserve the right to, after consultation with the Consultation Parties, modify these Bidding Procedures at or prior to the Auction, including, without limitation, to extend the deadlines set forth herein, allow for bidding on only a portion of the Assets and not all of them, modify bidding increments, waive terms and conditions set forth herein with respect to any or all potential bidders (including, without limitation, the Bid Requirements), impose additional terms and conditions with respect to any or all Potential Bidders, adjourn or cancel the Auction at or prior to the Auction, and adjourn the Sale Hearing.

PROPERTIES

PROPERTY NAME and DEBTOR-OWNER	BRIEF DESCRIPTION
<p><u>Courtyard Hotel</u> 275 Summer Street Stamford, CT 06901</p> <p>Seaboard Hotel Associates, LLC</p>	<ul style="list-style-type: none"> • Hotel
<p><u>Residence Inn</u> 23-37 Atlantic Street Stamford, CT 06901</p> <p>Seaboard Hotel LTS Associates, LLC</p>	<ul style="list-style-type: none"> • Hotel (under construction)
<p><u>220 Elm Street</u> 220 Elm Street New Canaan, CT 06840</p> <p>220 Elm Street I, LLC and 220 Elm Street II, LLC</p>	<ul style="list-style-type: none"> • Office
<p><u>88 Hamilton Avenue</u> 88 Hamilton Avenue Stamford, CT 06902</p> <p>88 Hamilton Avenue Associates, LLC</p>	<ul style="list-style-type: none"> • Office
<p><u>1 Atlantic Street</u> 1 Atlantic Street Stamford, CT 06901</p> <p>One Atlantic Investor Associates, LLC</p>	<ul style="list-style-type: none"> • Office
<p><u>100 Prospect</u> 100 Prospect Street Stamford, CT 06902</p> <p>Century Plaza Investor Associates, LLC and Seaboard Residential, LLC</p>	<ul style="list-style-type: none"> • Apartments

**Schedule 1 to
Bid Procedures**

PROPERTY NAME and DEBTOR-OWNER	BRIEF DESCRIPTION
<u>Park Square West</u> 101 Summer Street Stamford, CT 06901 Park Square West Associates, LLC	<ul style="list-style-type: none"> • Apartments
<u>Clocktower Close</u> 25 Grand Street Norwalk, CT 06851 Clocktower Close Associates, LLC	<ul style="list-style-type: none"> • 6 residential condominiums, currently renting
<u>300 Main Street</u> 300 Main Street Stamford, CT 06901 300 Main Street Associates, LLC	<ul style="list-style-type: none"> • Office

Exhibit 2

Sale Notice

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

In re:)	
)	Chapter 11
)	
NEWBURY COMMON)	Case No. 15-12507 (LSS)
ASSOCIATES, LLC, <u>et al.</u> ,)	
)	Jointly Administered
Debtors. ¹)	
)	

NOTICE OF SALE OF ASSETS

Newbury Common Associates, LLC and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), are seeking to sell the nine (9) commercial properties (the “**Properties**”), described on **Schedule 1** hereto, and associated personal property (collectively, with the Properties, the “**Assets**”). The Debtors will also consider proposals to acquire one or more Properties and the associated Assets through a transaction proposed to be implemented through a chapter 11 plan of reorganization. **The Debtors have reserved the right to seek Court approval, with notice and an opportunity for hearing, of one or more parties to serve as a stalking horse purchaser (each a “Stalking Horse Purchaser”) to acquire the Properties pursuant to a Transaction Agreement between the applicable Debtor(s) and the Stalking Horse Purchaser.**

By order, dated ____ [Docket No. ____] (the “**Bidding Procedures Order**”), the Bankruptcy Court approved certain “**Bidding Procedures**” that govern the sale(s) of, or other transaction(s) to acquire, the Assets by the highest and best bidders. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

The Debtors have requested the Bankruptcy Court to enter an order or orders (the “**Sale Orders**”), which provide, among other things, for the sale of the Assets free and clear of all liens, claims, encumbrances and other interests, to the extent permissible by law, and the assumption of certain liabilities. A separate notice will be provided to counterparties to executory contracts and unexpired leases with the Debtors that may be assumed and assigned in connection with the Sale Orders.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, are: Newbury Common Associates, LLC (3783); Seaboard Realty, LLC (6291); 600 Summer Street Stamford Associates, LLC (6739); Seaboard Hotel Member Associates, LLC (8984); Seaboard Hotel LTS Member Associates, LLC (6005); Park Square West Member Associates, LLC (9223); Seaboard Residential, LLC (2990); One Atlantic Member Associates, LLC (4120); 88 Hamilton Avenue Member Associates, LLC (5539); 316 Courtland Avenue Associates, LLC (0290); 300 Main Management, Inc. (6365); 300 Main Street Member Associates, LLC (2334); PSWMA I, LLC (6291); PSWMA II, LLC (6291); Tag Forest, LLC (8974); Newbury Common Member Associates, LLC (3909); Century Plaza Investor Associates, LLC (1480); Seaboard Hotel Associates, LLC (2281); Seaboard Hotel LTS Associates, LLC (8811); Park Square West Associates, LLC (9781); Clocktower Close Associates, LLC (3154); One Atlantic Investor Associates, LLC (7075); 88 Hamilton Avenue Associates, LLC (5749); 220 Elm Street I, LLC (7540); 300 Main Street Associates, LLC (8501); and 220 Elm Street II, LLC (7625). The Debtors’ corporate headquarters is located at, and the mailing address for each Debtor is, 1 Atlantic Street, Stamford, CT 06901.

**Schedule 1 to
SALE NOTICE**

Copies of the Bidding Procedures Order, the Bidding Procedures, and other pleadings are available upon request to the Debtors' claims and noticing agent, Donlin Recano & Company LLC, at (____) ____-____, and are available for download at <http://www.donlinerecano.com/nca>.

Any interested bidder should contact [BROKER].

PLEASE TAKE NOTE OF THE FOLLOWING INFORMATION AND IMPORTANT DEADLINES:

- The deadline to file an objection with the Bankruptcy Court to the proposed sale of the Assets (the "**Sale Objection Deadline**") is **May 31, 2016 at 4:00 p.m. (ET)**. Objections must be filed and served in accordance with the Bidding Procedures Order. In connection with the proposed sale process, interested bidders may be subject to an expedited discovery process.
- The deadline to be qualified as a Qualified Bidder and to submit a Qualified Bid is **June 15, 2016 at 5:00 p.m. (ET)**. Qualified Bids must be accompanied with a deposit equal to ten percent (10%) of (i) the purchase price to be paid under the proposed Transaction Agreement or (ii) in the event of a transaction proposed to be implemented through a chapter 11 plan, the aggregate amount of mortgage indebtedness against the subject Property(ies).
- An auction for the Assets will commence on **June 20, 2016 at 10:00 a.m. (ET)** at the offices of Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE 19801.
- The Bankruptcy Court will conduct a hearing (the "**Sale Hearing**") to consider the proposed sales on: **June 29, 2016 at 10:00 a.m. (ET)**.

THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION BY THE APPLICABLE SALE OBJECTION DEADLINE SHALL BE A BAR TO THE ASSERTION BY SUCH PERSON OR ENTITY OF ANY OBJECTION TO THE MOTION, SALE ORDERS, THE PROPOSED TRANSACTIONS, OR THE DEBTORS' CONSUMMATION AND PERFORMANCE OF THE TRANSACTION AGREEMENT(S) (INCLUDING, WITHOUT LIMITATION, THE DEBTORS' TRANSFER OF ANY OF THE ASSETS AND ASSUMPTION AND ASSIGNMENT OF ANY ASSUMED CONTRACTS, FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS).

Dated: _____
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Robert S. Brady (No. 2847)
Sean T. Greecher (No. 4484)
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rbrady@ycst.com
sgreecher@ycst.com

*Attorneys for the Debtors and
Debtors in Possession*

**Schedule 1 to
SALE NOTICE****PROPERTIES**

PROPERTY NAME and DEBTOR-OWNER	BRIEF DESCRIPTION
<p><u>Courtyard Hotel</u> 275 Summer Street Stamford, CT 06901</p> <p>Seaboard Hotel Associates, LLC</p>	<ul style="list-style-type: none"> • Hotel
<p><u>Residence Inn</u> 23-37 Atlantic Street Stamford, CT 06901</p> <p>Seaboard Hotel LTS Associates, LLC</p>	<ul style="list-style-type: none"> • Hotel (under construction)
<p><u>220 Elm Street</u> 220 Elm Street New Canaan, CT 06840</p> <p>220 Elm Street I, LLC and 220 Elm Street II, LLC</p>	<ul style="list-style-type: none"> • Office
<p><u>88 Hamilton Avenue</u> 88 Hamilton Avenue Stamford, CT 06902</p> <p>88 Hamilton Avenue Associates, LLC</p>	<ul style="list-style-type: none"> • Office
<p><u>1 Atlantic Street</u> 1 Atlantic Street Stamford, CT 06901</p> <p>One Atlantic Investor Associates, LLC</p>	<ul style="list-style-type: none"> • Office
<p><u>100 Prospect</u> 100 Prospect Street Stamford, CT 06902</p> <p>Century Plaza Investor Associates, LLC and Seaboard Residential, LLC</p>	<ul style="list-style-type: none"> • Apartments
<p><u>Park Square West</u> 101 Summer Street Stamford, CT 06901 Park Square West Associates, LLC</p>	<ul style="list-style-type: none"> • Apartments

**Schedule 1 to
SALE NOTICE**

PROPERTY NAME and DEBTOR-OWNER	BRIEF DESCRIPTION
<p><u>Clocktower Close</u> 25 Grand Street Norwalk, CT 06851</p> <p>Clocktower Close Associates, LLC</p>	<ul style="list-style-type: none"> • 6 residential condominiums, currently renting
<p><u>300 Main Street</u> 300 Main Street Stamford, CT 06901</p> <p>300 Main Street Associates, LLC</p>	<ul style="list-style-type: none"> • Office

Exhibit 3

Assumption Notice

You are receiving this Notice because you may be a party to an Assumed Contract. A list of the Assumed Contracts is attached hereto as Exhibit A. The Debtors have determined the current amounts owing (the “Cure Amounts”) under each Assumed Contract and have listed the applicable Cure Amounts on Exhibit A. The Cure Amounts are the only amounts proposed to be paid upon any assumption or assignment of the Assumed Contracts, in full satisfaction of all amounts outstanding under the Assumed Contracts.

To the extent that a non-Debtor party to an Assumed Contract objects to (i) the assumption and assignment of such party’s Assumed Contract or (ii) the applicable Cure Amounts, the non-Debtor counterparty must file and serve an objection in accordance with the Bidding Procedures Order, so as to be received by the undersigned counsel for the Debtors and the other parties specified therein by May 31, 2016 at 4:00 p.m. (ET). See below regarding objections based on adequate assurance.

If no objection is timely received with respect to Cure Amounts or the assumption of an Assumed Contract, (i) a non-Debtor party to a Contract shall be forever barred from objecting to the Cure Amounts and from asserting any additional cure or other amounts with respect to such Contract, (ii) the Cure Amounts set forth on Exhibit A attached hereto shall be controlling, notwithstanding anything to the contrary in any Assumed Contract, or any other document, and the non-Debtor party to an Assumed Contract shall be deemed to have consented to the Cure Amounts, (iii) the non-Debtor party to a Contract shall be forever barred and estopped from asserting any other claims related to such Contract against the Debtors or the applicable transferee, or the property of any of them; and (iv) the Counterparty shall be deemed to consent to, and the Debtors shall be permitted to proceed with, the assumption and assignment of the applicable Assigned Contract.

An auction (the “**Auction**”) for the Assets, including the Assumed Contracts, will be conducted on **June 20, 2016, at 10:00 a.m. (ET)**. After the Auction occurs (or after the cancellation of the Auction, if applicable), the Debtors will file and serve a notice that identifies the proposed acquirers of the Assets, and the proposed assignees of any Assumed Contracts. **The deadline to object to adequate assurance of future performance with respect to such proposed assignees shall be June 28, 2016 at 4:00 p.m. (ET); provided that the deadline to make any other objection to assumption of the Assumed Contracts or to object to the Cure Amounts with respect to such Assumed Contracts shall not be extended.**

The Debtors will seek to assume and assign the Assumed Contracts that have been selected by a Successful Bidder or the Stalking Horse Purchaser, if applicable, at a hearing before the Honorable Laurie Selber Silverstein, in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Sixth (6th) Floor, Courtroom #1, Wilmington, Delaware 19801 (a “**Sale Hearing**”) on **June 29, 2016 at 10:00 a.m. (ET)**, or such other date as determined by the Debtors in accordance with the terms of the Bidding Procedures Order. A hearing regarding the Cure Amounts, if any, may be adjourned by agreement of the Debtors and applicable objection party or by order of the Court..

Dated: _____
Wilmington, Delaware

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Debtors in Possession*