

EXHIBIT B

SALES PROCEDURE MOTION

Bid Procedures

1. Assets to be Sold. The Debtors shall offer for sale all or substantially all of the property and assets of the Debtors' business (the "Asset Sale") as identified in further detail in the Asset Purchase Agreement (collectively the "Assets"). A list of the Assets is attached as Schedule 1.1(a) to the Form APA (hereinafter described), and is subject to the information provided in the Data Room (hereinafter described).
2. Eligibility of Bidders to Participate in Auction. In order to be eligible to bid for the Assets or otherwise participate in the Auction (defined below), each bidder must be determined by the Debtors to be a "Qualifying Bidder" (defined below). The Debtors shall have the right to determine whether any bidder, including the Stalking Horse Bidder, if and as applicable, is a Qualifying Bidder (a bid being submitted by a bidder determined by the Debtors to be a Qualifying Bidder by having satisfied the requirements of paragraph 4 below being a "Qualifying Bid").
3. SS&G Parkland Consulting, LLC ("SSGP") will provide interested parties with an Asset Purchase Agreement (the "Form APA").
4. Qualification of Bidders. All bids will be in writing and must be delivered to the Debtor's financial advisor, Mark D. Kozel, SS&G Parkland Consulting, LLC., 32125 Solon Road, Solon, Ohio 44139 ("SSGP"), so as to be received by or before **5:00 p.m. (Eastern Daylight Savings Time) on November 1, 2013** (the "Bid Deadline"). SSGP shall immediately provide copies of bids, including all related disclosures, to: (i) the Debtors, Nick Paparodis, D&L Energy Inc., 2761 Salt Spring Road, Youngstown, Ohio 44509; (ii) counsel for Debtors, Kathryn A. Belfance, Roderick Linton Belfance LLP, Fifteenth Floor, One Cascade Plaza, Akron, Ohio 44308; (iii) counsel for the Official Committee of Unsecured Creditors (the "Committee"), Sherri L. Dahl, Squire Sanders, 4900 Key Tower, 127 Public Square, Cleveland, Ohio 44114; (iv) Financial Advisor to the Committee, David Wehrle, BBP Partners, 1111 Superior Ave. E., Cleveland, OH 44114 (v) counsel for Holly Lupo, (sole director), Mary K. Whitmer, Kohrman Jackson & Krantz P.L.L., One Cleveland Center, 20th Floor, 1375 East 9th St., Cleveland, OH, 44114 (collectively the "Notice Parties"). Bids must include all of the following:
 - i. Evidence that establishes that the bidder has sufficient financial ability to close and consummate a sale on the terms set forth in its bid, and that the bidder will be able to provide adequate assurance of future performance with respect to any Assumed Contracts and Leases. Any bidder will agree to provide the Debtors, its counsel, counsel for the Committee, financial advisor for the Committee, counsel for Holly Lupo, and SSGP, within twenty-four (24) hours after Debtor's request, with

financial statements, bank or investment account statements and other information and documents relating to its business activities and its ability to perform in the event its bid is accepted;

- ii. An executed Form APA (a "Proposed APA"), marked to show changes from the Form APA, and shall include with such submission all schedules and exhibits with respect thereto, including, without limitation, a schedule of all Assumed Contracts and Leases that are required to be assumed and assigned to the bidder as a condition of closing (the "Assumed Contracts and Leases Schedule"). Any Proposed APA shall provide that the transaction set forth therein must close on or before **December 20, 2013** unless such requirement is waived by the Debtors in consultation with the Committee;
 - iii. A good faith deposit in the form of an electronic wire transfer of immediately available funds, or a bank check, in the amount equal to ten percent (10%) of the bid amount contained in the Proposed APA (the "Deposit"), which will be deposited and maintained in a segregated escrow account subject to the terms hereof. Bank checks should be made payable to the Roderick Linton Belfance LLP Trust Account, and wire instructions will be provided upon written request made to SSGP. If a bidder becomes the Successful Bidder (defined below), its Deposit will be applied towards the amount of its Successful Bid (as defined below); and
 - iv. A written statement that (i) the proposed bidder agrees, and intends its bid to comply, with the Bid Procedures and the terms of any order approving the Sale, as well as with such other terms and procedures as may be imposed by the Court or the Debtors at or prior to the Auction, (ii) its bid (as same may be enhanced at the Auction) will be irrevocable through the conclusion of the Sale Hearing, unless such bid is the Successful Bid or the Backup Bid, in which case such bid shall be irrevocable through the Closing, (iii) that it believes in good faith that its bid constitutes a Qualified Bid, (iv) its Deposit will be treated in accordance with the provisions of this Motion, and (v) its bid (as same may be enhanced at the Auction) is not subject to any due diligence or financing conditions; and
 - v. 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 Proposed APA.
5. Deposits. A prospective bidder who completes, signs and returns a confidentiality agreement, as outlined in paragraph 6 and submits one or more bids in accordance with paragraph 4 is termed a "Qualifying Bidder". All Deposits of Qualifying Bidders, except those of the Successful Bidder(s) and Backup Bidder(s), will be held by the Debtors' counsel and returned without interest no later than five (5) business days from the earlier to occur of (i) the closing of the

transaction under the Successful Bidder's (defined below) Proposed APA, (ii) on the 5th day following the Sale Hearing, or (iii) the date the Debtor abandons the sale process contemplated pursuant to paragraph 13. The Deposit of any Backup Bidder(s) shall be returned no later than five (5) business days following the closing of the related Successful Bidder's transaction. In the event that the Debtor abandons the sale process contemplated herein, the Debtor shall serve a notice of such abandonment on: (i) the Office of the United States Trustee, and (ii) the Notice Parties. Any Deposit tendered by a Qualifying Bidder that becomes the Successful Bidder will be (i) forfeited to the Debtors (without prejudice to any other remedies available to the Debtors) in the event that such Successful Bidder breaches its obligations under its Proposed APA, or (ii) returned without interest to such Successful Bidder in the event that such Successful Bidder's Proposed APA is terminated other than by reason of any breach by such Successful Bidder of any of its obligations in connection therewith.

6. Access to the Debtors' Books and Records; Execution of Confidentiality Agreement. All potential bidders shall be required to submit any requests for information with respect to the Debtors' businesses or Assets or requests for access to the Debtors' employees, management or officers and directors to discuss the Debtors' businesses or Assets directly to SSGP, and in no event shall any bidder be granted any such access other than by means of access through SSGP. Further, as a condition precedent to being provided access to the Debtors' books, records (via a virtual data room (the "Data Room") or scheduled in-person visit) and executives, all bidders must execute, sign and return a confidentiality agreement (the "Confidentiality Agreement") as provided by SSGP, in form reasonably acceptable to the Debtors. Bidders who satisfy the foregoing requirement will be given reasonable access to the Debtors' books, records via a virtual data room, scheduled appointments to review records at the D&L office, and meetings with executives, if and as applicable, before the Auction.
7. Review of Bids. The Debtors, in consultation with the Committee, shall have the right to reject any and all bids in its reasonable discretion; and SSGP, in its sole discretion, and at the direction and on behalf of the Debtors, shall have the right to contact any and all Bidders at any time for the purpose of clarifying or requesting restated bids.
8. Terms of Auction. If there is at least one Qualifying Bid, the Debtor will conduct an auction sale of the Assets (the "Auction") on the following terms:
 - i. Time, Date and Location of Auction; Adjournment of Auction; Appearance of Qualifying Bidders at Auction. The Auction will be held at Squire Sanders (US) LLP, 4900 Key Tower (49th Floor), 127 Public Square, Cleveland OH 44114 on **November 13, 2013 at 10:00 a.m. (Eastern Standard Time)** or such later date as the Debtors may reasonably determine. The Debtors may continue or adjourn the Auction from time to time with reasonable notice to the Qualifying

Bidders. For a Qualifying Bid to be considered, the corresponding Qualifying Bidder must appear in person at the Auction unless alternative arrangements are agreed upon in advance with the Debtors. Only Qualifying Bidders shall be entitled to participate at the Auction.

- ii. The Debtors shall have the right to aggregate separate Bids for different Assets (as may be applicable) in determining whether one or more combination of Bids constitute the highest Qualifying Bid.
- iii. Auction Bid Submission Procedures. If one or more Qualifying Bids are received by the Debtors, each such Qualifying Bidder shall have the right to improve their respective bids at the Auction. Bidding will commence with the announcement of the highest Qualifying Bid and will continue in bidding increments (the "Bid Increment") that will be determined by the Debtors and announced at the Auction, and bidding will continue until the Debtor concludes the Auction. In order to encourage a robust bidding process, the Debtors shall evaluate Qualifying Bids using the criteria set forth in paragraph vi., below, and shall consider each bid's net benefit to the estates in determining the Bid Increment. In the event that the Debtors' designate one or more Stalking Horse Purchasers with respect to the proposed Sale, the initial overbid amount must exceed the bid amount submitted by such Stalking Horse Purchaser by an amount equal to or greater than the combined value of the Buyer's Protections (defined below) and the Bid Increment.
- iv. Irrevocability of Bids; Rejection of Bids. All Successful Bids and Backup Bids shall be irrevocable through the closing. All other Qualifying Bids and successive bids at the Auction shall be irrevocable through the Sale Hearing. Formal rejection by the Debtors of a Qualifying Bid or any successive bid thereto will not be deemed to have occurred unless and until (a) the Debtors expressly rejects such bid or (b) the Sale Hearing.
- v. Selection of Prevailing Bid. Within twenty-four (24) hours of the conclusion of the Auction, the Debtors, in consultation with the Committee, will determine and announce the highest and best bid or bids submitted at the Auction constituting the superior bid (the "Prevailing Bid(s)," taking into account, among other things, the factors enumerated in paragraph vi below, with the entity (or entities) submitting such Prevailing Bid(s) being the "Successful Bidder(s)"). Within twenty-four (24) hours following the announcement of the Prevailing Bid(s), unless and to the extent otherwise agreed by the Debtors, in consultation with the Committee, the Successful Bidder(s) shall complete and execute an asset purchase agreement substantially in the form of the Proposed APA, and in form and substance reasonably acceptable to the Debtors memorializing, among other things, the amount of the Prevailing Bid (a "Successful Bidder APA").

- vi. The value of a Bid, for purposes of these proceedings, shall be determined by comparing, among other things, (i) the type, number and nature of any changes to the Form APA requested by each Bidder, (ii) the extent to which such modifications are likely to delay the closing of the Sale to such Bidder, and the cost to the Debtors and their estates of such modifications or delay, (iii) the extent to which such Bid includes the purchase of all or less than all of the Assets, or group of Assets, (iv) the type and amount of consideration to be received by the Debtors' estates, (v) the existence of any financing, due diligence or other contingencies, (vi) the amount of any Cure Payments, which, if paid, would reduce the proceeds available for distribution to creditors, (vii) the likelihood of the Bidder's ability to close the transaction, and (viii) the net benefit to the Debtors' estate and its creditors.
 - vii. Hearing. The Debtor will present the Prevailing Bid(s) to the Court for approval in conjunction with the Sale Hearing.
9. Closing. The closing of the Sale of the Assets will occur in accordance with the terms of the Successful Bidder APA(s), or the asset purchase agreement(s) of the entity otherwise authorized by the Court to purchase the Assets, as applicable. In no event shall the Sale of Assets close later than **December 20, 2013**, unless such requirement is waived by the Debtors in consultation with the Committee.
10. Failure of Prevailing Bidder to Consummate Purchase; Designation of Backup Bidder. If for any reason the Successful Bidder fails to consummate its purchase of the Assets, the Debtors, without the necessity of coming back before the Court, may deem the bidder of the second highest and best bid for the Assets (such bidder being the "Backup Bidder," with such bid being the "Backup Bid") to have submitted the Prevailing Bid. If the Debtor so designates a bidder as a Backup Bidder, such Backup Bidder shall be required to complete and execute an asset purchase agreement substantially in the form of the Proposed APA, and in form and substance reasonably acceptable to the Debtors memorializing, among other things, the amount of the Backup Bid.
11. Assignment of Previously Assumed Leases and Contracts. Each Qualifying Bidder that submits a bid for substantially all of the Debtors' Assets shall, pursuant to their respective Proposed APA (and in the case of the Successful Bidder, the Successful Bidder APA), agree to accept the assignment of any and all unexpired leases and/or executory contracts previously assumed by the Debtors, if any, provided, however, that a Qualifying Bidder submitting a bid for certain specific Assets, but for less than substantially all of the Debtors' Assets, shall not be required to accept the assignment of any and all unexpired leases and/or executory contracts previously assumed by the Debtors as part of its bid.
12. Assumption and Assignment of Unexpired Leases and Executory Contracts. Prior to the commencement of the Sale Hearing, the Successful Bidder shall provide the Debtors with a final list of those Assumed Contracts and Leases, not specifically contained within the Successful Bidder's Proposed APA and not

previously assumed or rejected by the Debtors, that the Successful Bidder wishes to have assumed by the Debtors and assigned to the Successful Bidder in connection with the Sale provided that any Assumed Contract or Lease added to the list after the Auction will not decrease the net consideration received by the Debtors from the Sale.

13. Reservation of Rights; Deadline Extensions. The Debtors shall be deemed to have reserved its right to: (i) cancel the Auction; (ii) extend the Bid Deadline; (iii) impose such other and additional terms and conditions or modify the terms and conditions hereof as the Debtors determines to be in its best interest and (iv) reject all Qualifying Bids if, in the Debtors' reasonable judgment, in consultation with the Committee, no Qualifying Bid(s) is/are in the best interests of the Debtors' estates. The Debtor shall serve a notice of such changes on: (i) the Court, (ii) the Office of the United States Trustee, (iii) all Qualified Bidders, and (iv) the Notice Parties.
14. All Qualifying Bidders including any Stalking Horse Bidder (if named) at the Auction shall be deemed to have consented and submitted to the core jurisdiction of the United States Bankruptcy Court for the Northern District of Ohio in Youngstown, Ohio and waive any right to a jury trial, or trial any other court or jurisdiction, in connection with disputes relating to the marketing process, the Auction and the valuation of any bid as outlined in paragraph 8. iv. above.
15. Sale of Assets "As Is". All of the Assets shall be transferred "as is." **THE DEBTORS SHALL BE DEEMED TO HAVE EXPRESSLY DISCLAIMED ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY, VALUE OR CONDITION OF ANY ASSET.**
16. **The Debtors shall have the right to designate one or more (as may be applicable) "Stalking Horse Purchaser(s)" with respect to the proposed Sale of the Assets on terms and conditions acceptable to the Debtors in consultation with the Committee, including, but not limited to, reasonable overbid protection, reasonable expense reimbursement and/or breakup fee, and/or any other customary buyer protection (collectively the "Buyer Protections"). The following procedure will be employed for the designation of a Stalking Horse Purchaser:**
 - a. The Debtors will file a motion (the "Designation Motion"), which attaches a Proposed APA with a Stalking Horse Purchaser, which motion will seek approval of the stalking horse status of the proposed Stalking Horse Purchaser, including any Buyer Protections contained in the Proposed APA;
 - b. If no party files an objection to the Designation Motion within seven (7) days of its filing and the Court has no objection to same, the Court will enter an order granting the Designation Motion; and
 - c. The Stalking Horse Purchaser shall be deemed a Qualified Bidder.