



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
EDGENET, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 14-10066 (BLS)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Related to Docket No. <u>199</u>

**ORDER (A) APPROVING SALE PROCEDURES AND BIDDING PROTECTIONS  
IN CONNECTION WITH SALE OF THE DEBTORS' ASSETS PURSUANT TO  
SECTIONS 363 AND 365 OF THE BANKRUPTCY CODE; (B) SCHEDULING AN  
AUCTION AND HEARING TO CONSIDER APPROVAL OF THE SALE OF THE  
DEBTORS' ASSETS; (C) APPROVING NOTICE OF RESPECTIVE DATES, TIMES,  
AND PLACES FOR AUCTION AND FOR HEARING ON APPROVAL OF ASSET  
PURCHASE AGREEMENT AND SALE OF THE DEBTORS' ASSETS, AND  
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES; (D) ESTABLISHING PROCEDURES FOR NOTICING  
AND DETERMINING CURE AMOUNTS; AND (E) GRANTING OTHER RELIEF**

Upon consideration of the motion (the "*Motion*")<sup>2</sup> of the above-captioned debtors and debtors in possession (the "*Debtors*"), pursuant to sections 105(a), 363, 364, 365, 503 and 507 of title 11 of the United States Code (the "*Bankruptcy Code*") and Rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*"), and Rules 2002-1, 6004-1 and 9006-1 of the Local Rules of Bankruptcy Procedure and Practice of the United States Bankruptcy Court for the District of Delaware (the "*Local Rules*"), for entry of an order authorizing and scheduling an auction and hearing to approve the sale of substantially all of the assets of Debtors, approving procedures for an auction and the sale of such assets,

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: Edgenet, Inc. (4977) and Edgenet Holding Corporation (4146). The Debtors' main corporate address is: 8 Piedmont Center, 3525 Piedmont Road, Suite 420, Atlanta, Georgia 30305.

<sup>2</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion, the Sale Procedures attached hereto, or the Asset Purchase Agreement, as amended, between Edgenet, Inc., Edgenet Holding Corporation, and PCF Number 2, Inc. ("*Buyer*"), dated April 11, 2014, a copy of which is attached hereto as **Exhibit D**, and the exhibits and schedules thereto (each as may be amended or supplemented from time to time, collectively, the "*Purchase Agreement*").

approving the Break-Up Fee, approving the scope and manner of notice, establishing procedures relating to assumption and assignment of the Debtors' contracts and leases; and the Court having determined that the relief provided herein is in the best interest of the Debtors, their estates, their creditors, and other parties in interest; and due and adequate notice of the Motion having been given under the circumstances; and upon the record of the hearing on the Motion, and the full record of this case; and after due deliberation thereon; and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS THAT:<sup>3</sup>

A. This Court has jurisdiction over the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested in the Motion are sections 105(a), 363, 364, 365, 503 and 507 of the Bankruptcy Code, (ii) Rules 2002, 6004, 6006, 9007 and 9014 of the Bankruptcy Rules, and (iii) Rules 2002-1, 6004-1 and 9006-1 of the Local Rules.

C. Notice of the Motion having been provided to the parties listed therein is sufficient in light of the circumstances and nature of the relief requested in the Motion, and no other or further notice is required except as set forth herein with respect to the sale procedures, attached hereto as Exhibit A (as same may be modified, the "*Sale Procedures*"), the Auction

---

<sup>3</sup> The findings of fact and the conclusions of law stated herein shall 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 any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed. All findings of fact and conclusions of law announced by the Court at the hearing on the Motion in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

and the Sale Hearing. A reasonable opportunity to object or be heard regarding the relief provided herein has been afforded to parties-in-interest.

D. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion, including, without limitation: (i) approval of the Sale Procedures, including, without limitation, the Break-Up Fee; (ii) the scheduling of the Bid Deadline, Auction, and Sale Hearing for the Sale of the Assets; (iii) the establishment of procedures for the assumption and assignment of certain of the Debtors' contracts and leases, including, without limitation, notice of proposed cure amounts; and (iv) approval and authorization to serve the Sale Notice and the Cure Notice.

E. The Sale Procedures are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors, their estates, and creditors.

F. The form of Sale Notice and proposed notice procedures with respect thereto are appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, Sale, Sale Hearing, and Sale Procedures.

G. The form of Cure Notice and proposed notice procedures with respect thereto are appropriate and reasonably calculated to provide all counterparties to the Debtors' contracts and leases (the "*Contracts*") with proper notice of the potential assumption and assignment of such Contracts and the corresponding cure amount that the Debtors believe must be paid to cure all defaults under the Contracts to the extent required by section 365 of the Bankruptcy Code (the "*Cure Amounts*").

H. The Break-Up Fee set forth in the Purchase Agreement shall be paid in accordance with the Purchase Agreement, and (i) if triggered, shall be deemed an actual and necessary cost and administrative expense of preserving the Debtors' estates, within the meaning

of section 503(b)(1) of the Bankruptcy Code, (ii) are reasonable and appropriate, particularly in light of the size and nature of the sale and the efforts that have been or will be expended by the Buyer notwithstanding that the proposed sale is subject to higher or otherwise better offers for the Assets, (iii) were negotiated by the parties at arm's-length and in good faith, and (iv) are necessary to ensure that the Buyer will continue to pursue its proposed acquisition of the Assets contemplated by the Purchase Agreement.

K. The entry of this Order and the granting of the relief provided herein is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED in all respects to the extent provided herein.
2. Any and all objections and responses to the Motion or the relief provided herein that have not been withdrawn, waived, or settled, as announced to the Court at, or prior to, the hearing on the Motion or set forth in a stipulation presented to the Court, and all reservations of rights included therein, are hereby overruled on the merits.
3. The Sale Procedures, substantially in the form attached hereto as Exhibit A,<sup>4</sup> are APPROVED and the terms thereof are incorporated herein as if fully set forth herein and shall apply with respect to the proposed Sale of the Assets. The Debtors are authorized to take all actions necessary or appropriate to implement the Sale Procedures to the extent consistent with the Purchase Agreement.
4. Subject to the Sale Procedures and approval of the Sale at the Sale Hearing, the Debtors' authorization to enter into the Purchase Agreement attached hereto as Exhibit D, with the rights of parties in interest to raise objections to the terms of the Purchase Agreement

---

<sup>4</sup> For the convenience of the parties-in-interest, a chart listing important dates set forth in this Order is attached hereto as Exhibit E.

reserved until the objection deadline for the Sale Motion except as explicitly approved by this Order, is APPROVED. The Buyer is hereby deemed a Qualified Bidder, and the Purchase Agreement submitted to the Debtors by the Buyer is deemed a Qualified Bid, for all purposes in connection with the Sale Procedures, the Auction, and the Sale.

5. As further described in the Sale Procedures, the deadline for submitting Bids for the Assets is 6/2, 2014 at <sup>noon</sup>~~4:00 p.m.~~ (prevailing Eastern Time) (the "**Bid Deadline**").

6. Pursuant to Bankruptcy Rule 6004(f)(1), the Debtors are authorized to conduct an Auction in respect of the Assets pursuant to the terms and conditions set forth herein and in the Sale Procedures. If Qualified Bids (other than the Qualified Bid of the Buyer) are received by the Debtors in accordance with the Sale Procedures, the Auction shall take place on 6/4 ~~June~~, 2014 at 10:00 a.m. (prevailing Eastern Time) at the offices of Klehr Harrison Harvey Branzburg LLP, 919 Market Street, Suite 1000, Wilmington, Delaware 19801, or such other location and time as designated by the Debtors in a notice to all Qualified Bidders, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**"), Liberty Partners Lenders, L.L.C. ("**Liberty Lenders**"), the members of the committee of seller notes holders appointed by the U.S. Trustee in these cases (the "**Committee**") and the Committee professionals, as well as all other creditors and parties in interest which notify the Debtors of their interest in attending the auction, as set forth in paragraph 8 below, subject to the rights of the Debtors to seek to exclude certain creditors and parties in interest as set forth in paragraph 8 below. If, however, no Qualified Bid (other than the Qualified Bid of the Buyer) is received, the Auction will not be held.

7. Each Qualified Bidder at the Auction will be required to confirm that it has not engaged in any collusion with respect to its bidding on the Assets.

8. The Auction will be conducted openly and all creditors and parties-in-interest of the Debtors are permitted to attend; *provided, however*, that in order to attend the Auction, a creditor or other party-in-interest must advise the Debtors in writing no later than 48 hours prior to the Auction; *provided further, however*, that the Debtors may seek relief from the Bankruptcy Court in the event that they object to such creditor's or other party-in-interest's attendance; *provided further, however*, that notwithstanding anything herein to the contrary, the Buyer, Qualified Bidders, the Office of the United States Trustee for the District of Delaware (the "*U.S. Trustee*"), Liberty Partners Lenders, L.L.C. ("*Liberty Lenders*"), the members of the committee of seller note holders appointed by the Office of the United States Trustee in these cases (the "*Committee*"), and the Committee professionals shall be entitled to attend the Auction without objection by the Debtors.

9. Bidding at the Auction will be recorded or transcribed.

10. The Sale Hearing is scheduled to be held on 6 / 16, 2014 at 10:00 a.m. (prevailing Eastern Time) before the Honorable Brendan L. Shannon, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6<sup>th</sup> Floor, Courtroom 1, Wilmington, Delaware 19801.

11. The Sale Notice, substantially in the form attached hereto as **Exhibit B**, is reasonable and appropriate and is hereby APPROVED and incorporated herein as if fully set forth herein.

12. The Debtors are hereby authorized and directed to serve copies of this Order (with all exhibits) and the Sale Notice, as well as the Sale Motion, if not already served, upon: (a) the U.S Trustee; (b) counsel, or if none has been appointed, proposed counsel to the Committee; (c) counsel to Liberty Lenders; (d) counsel to the Buyer; (e) parties entitled to receive notice in the

Bankruptcy Cases pursuant to Bankruptcy Rule 2002; (f) all entities known by the Debtors to have asserted any lien, claim, interest, or encumbrance in or on the Assets; (g) all counterparties to the Debtors' Contracts; (h) the Internal Revenue Service and all state/local taxing authorities in jurisdictions where the Debtors have or may have any tax liability; (i) all government agencies required to receive notice of proceedings under the Bankruptcy Rules; (j) all persons who have expressed an interest in acquiring the Assets; and (k) all parties listed on the Debtors' Creditor Matrix, no later than three (3) Business Days after entry of this Order, by first class mail (postage prepaid), facsimile, overnight delivery, hand delivery, or electronic mail, and such service shall constitute good and sufficient notice of the Sale of the Assets, this Order, the Auction, the Sale Hearing and all proceedings to be held thereon.

13. In addition to the foregoing, as soon as practicable, but in any event no later than seven (7) business days after the entry of this Order, the Debtors shall publish the Sale Notice (modified for publication, as necessary) in one daily edition of *The USA Today*, national edition.

14. The Break-Up Fee, which includes a break-up fee in the amount of \$195,000 and an expense reimbursement in the amount of up to \$200,000 (subject to appropriate documentation, as set forth in the Motion), is hereby approved, authorized, and binding upon the Debtors and their estates as an administrative expense within the meaning of section 503(b)(1) of the Bankruptcy Code, subject to the Carve-Out (as defined in the *Final Order (A) Authorizing Postpetition Use of Cash Collateral, (B) Granting Adequate Protection to the Adequate Protection Parties, (C) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(B), and (D) Granting Related Relief* [Docket No. 83]). All support for the expense reimbursement shall be provided to the Debtors, the office of the United States Trustee, attn.: Juliet Sarkessian, Esq and Counsel for the Committee, Attn: Richelle Kalnit, Esquire. The Debtors, the United States

Trustee and Committee counsel shall have ten (10) days from receipt of such documentation to object to any expense item. In the event of an objection, the Debtors shall promptly schedule the objection for a hearing. The Debtors' obligation to pay the Break-Up Fee shall survive termination of the Purchase Agreement and shall be payable as provided in the Purchase Agreement. The Debtors are authorized and directed to pay the Break-Up Fee to the Buyer in accordance with the terms of the Purchase Agreement without further order of the Bankruptcy Court. Moreover, if Liberty Lenders bids all or some of its secured claim to purchase any of the Assets, then Liberty Lenders shall pay the Break-Up Fee to Buyer as a condition precedent to closing or consummation of such purchase.

15. The Cure Notice, substantially in the form attached hereto as **Exhibit C**, is reasonable and appropriate and is hereby APPROVED and incorporated herein as if fully set forth herein.

16. No later than 5/16, 2014, the Debtors shall file and serve by first class mail or hand delivery a Cure Notice on each counterparty to each Contract that may be assumed and/or assigned in the sale. Such Cure Notice is without prejudice to the Buyer's ability to designate, in accordance with the Purchase Agreement, the Contracts that shall be assumed and assigned in relation to the Sale up to the date of Closing on the Sale (such Contracts, the "***Assumed Contracts***"). Provision of the Cure Notice to a counterparty shall not be an admission that such Contract is an unexpired lease or executory contract, is capable of assumption or assignment, or that such Contract will be assumed and/or assigned. In addition, the Buyer shall provide the Debtors seven (7) calendar days after entry of this Order with evidence of the Buyer's adequate assurance of future performance, which such evidence may include, among other things: (i) evidence of financial wherewithal of the Buyer; and (ii) documents and other



evidence of adequate assurance of future performance by the Buyer, including, without limitation, a contact person that a counterparty to a Contract may contact directly in connection with the adequate assurance of future performance. Upon request by a counterparty to a Contract, the Debtors are authorized to provide the adequate assurance information to such counterparty on a confidential basis, and, by accepting such information, such counterparty is required to keep such adequate assurance information confidential without the need to enter into a separate confidentiality agreement.

17. All objections, if any, to the proposed assumption and assignment of any Contract, including, without limitation, objections to the Cure Amounts, must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) to the extent it challenges a scheduled Cure Amount, set forth the cure amount being claimed by the objecting party and provide appropriate documentation to support such party's objection; (d) be filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware, 19801 by **4:00 p.m. (prevailing Eastern Time) on [ May 30 ], 2014** (the "***Cure Objection Deadline***"); and (e) be served upon (i) counsel to the Debtors, Klehr Harrison Harvey Branzburg LLP, 1835 Market Street, Suite 1400, Philadelphia, Pennsylvania 19103, Attn: Morton R. Branzburg, Esq. (email: mbranzburg@klehr.com) and 919 N. Market Street, Suite 1000, Wilmington, Delaware, 19801, Attn: Domenic E. Pacitti, Esq., (email: dpacitti@klehr.com); (ii) the U.S. Trustee, Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Juliet Sarkessian, Esq.; (iii) proposed counsel to the Committee, Cooley LLP, 1114 Avenue of the Americas, New York, New York 10036, Attn: Cathy Hershcopf, Esq., Jeffrey Cohen, Esq. and Richelle Kalnit, Esq. (emails: chershcopf@cooley.com, jcohen@cooley.com, rkalnit@cooley.com) and proposed

Delaware counsel to the Committee, Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801, Attn: Brett D. Fallon, Esq. and Jeffrey Waxman, Esq. (emails: bfallon@morrisjames.com and jwaxman@morrisjames.com); (iv) counsel to Liberty Lenders, Kirkland & Ellis, LLP, 300 North La Salle Street, Chicago, Illinois 60654, Attn: Ryan Bennett, Esq., and Justin Bernbrock, Esq., and Delaware counsel to Liberty Lenders, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17<sup>th</sup> Floor, Wilmington, Delaware 19801, Attn: Timothy Cairns, Esq.; and (v) counsel to the Buyer, Paul Hastings LLP, 191 N. Wacker Drive, Thirtieth Floor, Chicago, Illinois 60606, Attn: Marc J. Carmel (email: marccarmel@paulhastings.com) (collectively, the “*Notice Parties*”), so as to be actually received no later than the Cure Objection Deadline.

18. Unless the counterparty to any Contract files an objection to its scheduled Cure Amount or the assumption and assignment of a Contract and serves a copy of such objection so as to be actually received by the Notice Parties no later than the Cure Objection Deadline, such counterparty shall be forever barred, estopped, and enjoined from objecting (a) to the Cure Amount and from asserting that any additional amounts are due or defaults exists and (b) that any conditions to the assumption and assignment must be satisfied under such Contract before it can be assumed and assigned or that any required consent to assumption or assignment has not been given.

19. No later than five (5) business days after the Closing Date, the Debtors will file a complete list of the Contracts that were assumed and assigned as Assumed Contracts as of the Closing Date in connection with the sale of the Assets.

20. All objections, if any, to the proposed assumption and assignment of any Contract relating solely to the adequate assurance of future performance of the Buyer, must: (a) be in

writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) specify the specific challenge to the proposed adequate assurance by the objecting party; (d) be filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801 by 4:00 p.m. (prevailing Eastern Time) on [ May 30 ], 2014 (the "*Adequate Assurance Objection Deadline*"); and (e) be served upon the Notice Parties, so as to be actually received no later than the Adequate Assurance Objection Deadline.

21. Unless the counterparty to any Contract files an objection to the adequate assurance of future performance of the Buyer and serves a copy of such objection so as to be actually received by the Notice Parties no later than the Adequate Assurance Objection Deadline, such counterparty shall be forever barred, estopped, and enjoined from objecting that the Buyer has not provided adequate assurance of future performance.

22. Any objection to the proposed assumption and assignment of Contracts relating solely to the adequate assurance of future performance regarding any proposed purchaser other than the Buyer shall be raised at the Sale Hearing.

23. In the event a party to a Contract files a timely objection asserting a higher cure amount than the Cure Amount, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid under section 365 of the Bankruptcy Code with respect to such Contract will be determined at the Sale Hearing or such other date and time as may be fixed by the Debtors or this Court. All other objections to the proposed assumption and assignment of any Contracts will be heard at the Sale Hearing.

24. If a Contract is an Assumed Contract as of Closing, and unless otherwise agreed to between the parties to the Assumed Contracts and the Debtors, the Debtors shall pay the Cure Amounts no later than five (5) business days after the later of (i) the Closing Date and (ii) the

date the Court enters an order determining the Cure Amount; provided that the cure amount asserted by an objecting party to an Assumed Contract (or such lower amount as may be fixed by the Court) shall be deposited with and held in a segregated account by the Debtors or such other person as the Court may direct pending further order of the applicable Court or mutual agreement of the parties.

25. Promptly upon the conclusion of the Auction (but in no event later than five hours after the conclusion of the Auction), the Debtors shall file with the Bankruptcy Court a notice identifying the Successful Bidder and shall also provide notice via fax, email, or, if those methods are not available, by overnight or hand delivery of the identity of the Successful Bidder to counterparties to Assumed Contracts, to the extent that such counterparties notify Debtors' counsel by the conclusion of the Auction of their desire for such immediate notice.

26. In the event the Successful Bidder is any party other than the Buyer, the Debtors shall, on or before June [4], 2014, serve by overnight mail, <sup>and June 5, 2014</sup> facsimile, email, or hand delivery to any counterparties of contracts or leases to be assumed and assigned to the Successful Bidder under such bidder's Modified Purchase Agreement, evidence of adequate assurance of future performance of the Successful Bidder pursuant to section 365 of the Bankruptcy Code, which such evidence may include, among other things: (i) the identity of the Successful Bidder, (ii) evidence of financial wherewithal of the Successful Bidder, and (iii) all documents and other evidence of adequate assurance of future performance by the Successful Bidder including, without limitation, a contact person for the proposed assignee that counterparties may directly contact in connection with the adequate assurance of future performance. The Debtors are authorized to provide the adequate assurance information to counterparties on a confidential basis and, by accepting such information, counterparties are required to keep such adequate

by  
10:00  
am  
by

assurance information confidential without the need to enter into a separate confidentiality agreement.

27. Responses or objections, if any, to the relief requested in the *Debtors' Motion for Order (A) Authorizing and Approving Asset Purchase Agreement; (B) Approving, Subject to Higher or Better Offers, Sale of the Debtors' Assets Pursuant to Section 363 of the Bankruptcy Code Free and Clear of All Liens, Claims, Encumbrances, and Interests; (C) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code; (D) Authorizing the Debtors to Consummate Transactions Related to the Above; and (E) Granted Other Relief* [Docket No. 199] (other than objections to Cure Amounts or adequate assurance of future performance as it relates to Buyer), including, without limitation, the Debtors' request to approve the Sale of the Assets, must be: (a) in writing; (b) state with specificity the basis therefor; (c) comply with the Bankruptcy Rules and the Local Rules; and (d) be filed with the clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3<sup>rd</sup> Fl., Wilmington, Delaware, 19801 by **4:00 p.m. (prevailing Eastern Time)** on May 30, 2014 (the "*Sale Objection Deadline*"); and (e) be served upon the Notice Parties, so as to be actually received no later than the Sale Objection Deadline.

28. The Debtors' obligations under this Order, the provisions of this Order, and the portions of the Purchase Agreement pertaining to the obligations to pay the Break-Up Fee shall survive confirmation of any chapter 11 plan, discharge of claims thereunder, dismissal of these chapter 11 cases, or conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, and shall be binding upon the Debtors, and the reorganized or reconstituted Debtors, as the case may be, after the effective date of a confirmed plan or plans in these chapter

11 cases, dismissal of these chapter 11 cases, or any conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, as applicable.

29. Notwithstanding Bankruptcy Rule 6004, 6006(d), 7062 or 9014, if applicable, or any other Local Rule or otherwise, this Order shall not be stayed for 14 days after the entry hereof, but shall be effective and enforceable immediately upon entry pursuant to Bankruptcy Rule 6004(h).

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

31. Any conflict between the terms and provisions of this Order and the Purchase Agreement shall be resolved in favor of this Order. To the extent that the Motion, Sale Procedures or Cure Notice is inconsistent with this Order, the provisions of this Order shall control.

32. This Court retains exclusive jurisdiction with respect to any matters related to or arising from the implementation of this Order.

Date: May 5, 2014  
Wilmington, Delaware



The Honorable Brendan L. Shannon  
United States Bankruptcy Judge

**EXHIBIT A**  
**SALE PROCEDURES**

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

In re:	)	
	)	Chapter 11
EDGENET, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 14-10066 (BLS)
	)	
Debtors.	)	Jointly Administered
	)	

**SALE PROCEDURES**<sup>2</sup>

The following procedures (the “**Sale Procedures**”) shall govern the bidding on, and the sale at auction (the “**Auction**”) of, the assets of Edgenet, Inc. and Edgenet Holding Corporation (together, the “**Sellers**” or the “**Debtors**”) in a single sale to a single purchaser or in several sales to more than one purchaser, pursuant to Debtors’ *Motion for Order (A) Approving Sale Procedures and Bidding Protections in Connection with Sale of the Debtors’ Assets Pursuant to Sections 363 and 365 of the Bankruptcy Code; (B) Scheduling an Auction and Hearing to Consider Approval of the Sale of the Debtors’ Assets; (C) Approving Notice of Respective Dates, Times and Places for Auction and for Hearing on Approval of Asset Purchase Agreement and Sale of the Debtors’ Assets, and Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (D) Establishing Procedures for Noticing and Determining Cure Amounts; and (E) Granting Other Relief* (the “**Sale Procedures Motion**”), filed in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) on April 11, 2014. These Sale Procedures have been approved and authorized by an order of the Honorable Brendan L. Shannon, United States Bankruptcy Judge, dated \_\_\_\_\_ [ ], 2014 (the “**Sale Procedures Order**”) in the chapter 11 cases of the Debtors (the “**Cases**”), which Cases were commenced on January 14, 2014 (the “**Petition Date**”).

The Sellers contemplate the sale (the “**Sale**”) of substantially all of their assets (the “**Assets**”) and the assumption of certain Assumed Liabilities to one or more bidders at Auction, including certain Assumed Contracts, free and clear of all liens, claims, encumbrances, and interests (collectively, the “**Liens and Claims**”), except as otherwise provided for pursuant to sections 363 and 365 of the Bankruptcy Code, such Liens and Claims to attach to the proceeds of the Sale of the Assets. The proposed transaction is subject to the approval of the Bankruptcy Court. The following Sale Procedures shall govern the Sale and any Auction held in connection therewith.

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: Edgenet, Inc. (4977) and Edgenet Holding Corporation (4146). The Debtors’ main corporate address is: 8 Piedmont Center, 3525 Piedmont Road, Suite 420, Atlanta, Georgia 30305.

<sup>2</sup> Terms capitalized but not defined herein shall have the meanings ascribed to them in the Sale Procedures Motion [Docket No. \_\_\_] or the Sale Procedures Order [Docket No. \_\_\_].



**Assets to be Sold**

The Debtor shall consider bids for any and all of their Assets in a single bid to a single bidder or in multiple bids for parts of the Assets to multiple bidders, as hereinafter provided.

The Assets to be sold and subject to higher and better bids at Auction, include, *inter alia*,

- (i) All accounts, notes and other receivables;
- (ii) Leasehold and other interests in real property relating to the Business (as defined in the Purchase Agreement);
- (iii) All Equipment (as defined in the Purchase Agreement);
- (iv) All Debtors' owned Intellectual Property (as defined in the Purchase Agreement) except to the extent included in Excluded Assets (as defined in the Purchase Agreement);
- (v) All Business Records (as defined in the Purchase Agreement) personal property of Debtors (except for cash and certain deposits and certain causes of action); and
- (vi) Certain executory contracts with customers, employees as well as executory contracts related to equipment, software and services as may be agreed to by the Buyer prior to the Closing.

**"As Is, Where Is"**

Other than as set forth in the Purchase Agreement, the Sale of the Assets will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Debtors, their agents, or estates.

**Free Of Any And All Liens and Claims**

Except as otherwise provided in the Purchase Agreement or any Modified Purchase Agreement(s), as applicable, or the Sale Order, and to the fullest extent permitted by the jurisdiction of the Bankruptcy Court, all of the Debtors' right, title, and interest in and to the Assets, or any portion thereof, to be acquired will be sold free and clear of all Liens and Claims (other than Assumed Liabilities), including, without limitation, all encumbrances, obligations, liabilities, or interests of any kind or nature that have been, are or could be asserted against the Debtors whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Cases, whether imposed by agreement, understanding, law, equity or otherwise, and all rights and claims under any bulk transfer statutes and related

laws, whether arising by agreement, statute, or otherwise and whether arising before or after the commencement of these Cases, whether known or unknown, with such Liens and Claims to attach to the proceeds of the Sale of the Assets.

## **I. Access to Non-Public Information**

To obtain access to the data room containing all material non-public information concerning the Assets or liabilities, each interested person or entity (an "*Interested Party*") must deliver (unless previously delivered) to Debtors' advisor, JMP Securities LLC ("*JMP*"), 450 Park Avenue, New York, New York, 10022, Attn: Greg Thorne, gthorne@jmpsecurities.com, (212 906-3588) an executed confidentiality agreement, in form and substance satisfactory to the Debtors, which may be obtained from JMP.

To obtain access to an additional due diligence beyond the data room information, an Interested Party must provide evidence of the Interested Party's source of capital or other financial ability to complete the contemplated transactions.

As soon as practical after delivery of the foregoing financial ability to complete the transactions, the Debtors, after consultation with JMP, Liberty Partners Lenders, L.L.C. ("*Liberty Lenders*") and the professionals of the official committee of note holders formed in these cases by the Office of the United States Trustee (the "*Committee*") will determine in their reasonable business judgment whether an Interested Party will be reasonably likely to be able to complete and consummate its proposed transaction, and within the time frame contemplated herein, if it were the Successful Bidder. Thereafter, no later than one (1) business day following the delivery of the foregoing financial ability to complete the transactions by an Interested Party, the Debtors will notify an Interested Party if the Debtors will afford such party access to due diligence beyond the data room material.

Each Qualified Bidder (as defined below) will be deemed to have acknowledged and will so represent in any Modified Purchase Agreement (as defined below) that it had the opportunity to conduct any and all due diligence necessary prior to making any offer and that it has relied solely on its own independent review and that it did not rely on any written or oral statements, representations, promises or guaranties of the Debtors regarding the Debtors' business, or the completeness of any information provided by the Debtors in connection with its Bid (as defined below) or the bidding process.

## **II. Determining Qualified Bids and Qualified Bidders**

### **(a) Qualified Bid Requirements.**

Unless otherwise agreed to by the Debtors, in consultation with Liberty Lenders and the professionals of the Committee, each offer, solicitation or proposal (a "*Bid*") from any person or entity (each, a "*Potential Bidder*") must be in writing and satisfy each of the following conditions to be deemed a "*Qualified Bid*" and for the Potential Bidder to be deemed a

**“Qualified Bidder.”** Notwithstanding anything herein to the contrary, the Purchase Agreement submitted by the Buyer is a Qualified Bid, and the Buyer is a Qualified Bidder.

1. Identification of Bidder.

The Bid shall identify the Potential Bidder and the applicable Potential Bidder’s Sponsor (as defined below), if any, and its representatives who are authorized to act on its behalf regarding the contemplated transaction.

2. Executory Contracts and Unexpired Leases.

The Bid shall identify with particularity each and every executory contract and unexpired lease that is to be assumed and assigned pursuant to such Potential Bidder’s Modified Purchase Agreement (as defined below) and demonstrate to the reasonable satisfaction of the Debtors, in consultation with JMP, Liberty Lenders and professionals of the Committee, that the Potential Bidder has the financial ability and can otherwise comply with all future obligations under all such executory contracts and unexpired leases.

3. Nature of Bids for Assets.

The Bid must be a good faith offer to purchase all or part of the Assets and provide for the payment and assumption of all or part of any liabilities proposed to be assumed (the **“Assumed Liabilities”**). A Bid shall include a clean and duly executed asset purchase agreement (each such agreement, a **“Modified Purchase Agreement”**) and a redline of the Modified Purchase Agreement to show any changes from the purchase agreement executed by and among PCF Number 2, Inc. (the **“Buyer”**), as the stalking horse, and the Debtors (the **“Purchase Agreement”**). Bids shall not be conditioned on or subject to obtaining financing, shareholder approval or the outcome of due diligence, including environmental due diligence, by the Potential Bidder. Each Potential Bidder must agree that if it is selected as the Successful Bidder or the Back-Up Bidder (each as defined below), the Bid will remain binding and irrevocable until the Closing of the Sale.

4. Financial Capability.

The Bid shall state that the Potential Bidder is financially capable of consummating the transactions contemplated by the Purchase Agreement and that such bidder has the financial ability to fund and consummate the acquisition of the Assets or portions thereof and Assumed Liabilities at the Closing, and the Bid shall include such financial and other information as will allow the Debtors to make a reasonable determination, following consultation with JMP, Liberty Lenders and professionals of the Committee, as to such financial ability.

5. Corporate Authority.

The Bid shall contain written evidence of the valid and binding approval of the contemplated transaction by the Potential Bidder’s Board of Directors (or comparable governing body having authority to bind the Potential Bidder); *provided, however*, that if the Potential

Bidder is an entity specially formed for the purpose of acquiring the Assets, then the Potential Bidder must furnish evidence or other information reasonably acceptable to the Debtors, in consultation with JMP, Liberty Lenders and professionals of the Committee, of the approval of the contemplated transactions by the Board of Directors (or comparable governing body having authority to bind the Potential Bidder) of the controlling members or equity holder(s) of the Potential Bidder (the "*Potential Bidder's Sponsor*").

6. Form of Consideration.

The consideration proposed by the Bid must be in cash. To the extent that a Bid includes consideration other than cash, the Debtors, in consultation with JMP, Liberty Lenders, and professionals of the Committee, will value such consideration in their reasonable discretion. The Bid may include less than all or substantially all of the Assets (a "*Portion Bid*"); *provided, however*, that the Debtors must be able to combine such Portion Bid with another Portion Bid or combination of other Portion Bids, such that the combination of such Portion Bids results in a combination of binding offers to purchase all or substantially all of the Debtors' assets.

7. Good Faith Deposit.

The Bid must be accompanied by a deposit in the amount of \$500,000 or a lesser amount on a Portion Bid at the Debtors' discretion, in consultation with Liberty Lenders and the professionals of the Committee, (each such deposit, a "*Good Faith Deposit*"). Each Good Faith Deposit shall be in the form of a bank check or wire transfer pursuant to instructions issued by the Debtors, and shall be treated according to the terms specified herein.

8. Contingencies.

The Bid (a) may not contain representations and warranties, covenants, or termination rights more onerous than those set forth in the Purchase Agreement (when considering all such provisions as a whole) and (b) may not be conditioned on financing or due diligence contingencies of any kind or any other conditions precedent to such bidder's obligation to purchase the Asset subject to such Bid other than as may be included in the Purchase Agreement.

9. Bid Deadline and Information.

Any person or entity interested in participating in the Auction must submit a Qualified Bid on or before \_\_\_\_\_ [ ], 2014 at 4:00 p.m. (prevailing Eastern Time) (the "*Bid Deadline*") in writing, to JMP at the address specified above. The Debtors or JMP shall deliver all Bids, regardless of whether or not such Bids are Qualified Bids, to Liberty Lenders and the professionals of the Committee no later than 12 hours after receipt of such Bids, and shall deliver all Qualified Bids to all other Qualified Bidders within 12 hours of determination that same are Qualified Bids, but in no event less than 24 hours before the scheduled auction start time.

(b) Adequate Assurance Information of Potential Bidders.

Any person or entity interested in participating in the Auction who submits a Bid on or before the Bid Deadline must also submit to the Debtors on or before \_\_\_\_\_ [ ], 2014 at 4:00 p.m. (prevailing Eastern Time) evidence of adequate assurance of future performance of such Potential Bidder as it relates to the unexpired leases and executory contract that are to be assumed and assigned pursuant to such Potential Bidder's Modified Purchase Agreement. The Debtors or JMP shall deliver adequate assurance of future performance of each Potential Bidder to Liberty Lenders, and the professionals of the Committee, no later than 12 hours after receipt of such information.

(c) Qualified Bidders.

The Debtors, following consultation with JMP, Liberty Lenders, and professionals of the Committee, shall make a determination regarding whether a Bid is a Qualified Bid and shall notify Potential Bidders whether their Bids have been determined to be Qualified Bids by no later than 4:00 p.m. (prevailing Eastern time) on \_\_\_\_\_ [ ], 2014.

In making any such determination, the Debtors, along with JMP (and in consultation with Liberty Lenders and the professionals of the Committee), may discuss or negotiate with, or seek clarification from, any Potential Bidders submitting Portion Bids, to among other things, determine how a Portion Bid may be aggregated with other Portion Bids to become a Qualified Bid (sometimes hereinafter referred to as a "*Portion Qualified Bid*"). If a Portion Qualified Bid becomes the Successful Bid, it shall be a condition of closing any transaction contemplated by such Successful Bid that all transactions contemplated by such Successful Bid close. For the avoidance of doubt, the Debtors must be able to combine such Portion Qualified Bid with another Portion Qualified Bid or combination of other Portion Qualified Bids, such that the combination of such Portion Qualified Bids results in a combination of binding offers to purchase all or substantially all of the Debtors' assets.

**FOR THE AVOIDANCE OF DOUBT, POTENTIAL BIDDERS SHOULD BE AWARE THAT ANY POTENTIAL BIDDER THAT DOES NOT SUBMIT A QUALIFIED BID BY THE BID DEADLINE WILL NOT BE ALLOWED TO (1) PARTICIPATE IN THE AUCTION UNDER ANY CIRCUMSTANCES OR (2) SUBMIT ANY OFFER AFTER THE BID DEADLINE, WHETHER BEFORE, DURING OR AFTER THE AUCTION.**

(d) No Qualified Bids.

If no conforming Qualified Bids (other than the Qualified Bid of the Buyer) are received, the Debtors shall not hold an Auction and the Buyer shall be deemed to be the Successful Bidder (as defined below) and the Successful Bid shall be the Buyer's bid, as set forth in the Motion.

(e) Negotiation and Modification of Qualified Bids.

Between the Bid Deadline and the Auction, the Debtors, along with JMP (and in consultation with Liberty Lenders, and the professionals of the Committee), may discuss, negotiate or seek clarification of any Qualified Bid from a Qualified Bidder. A Qualified Bidder

may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the purchase price or otherwise improve the terms of the Qualified Bid for the Assets, during the period that such Qualified Bid remains binding as specified herein.

(f) Notice of the Auction

If the Debtors receive more than one Qualified Bid, the Auction will be held on \_\_\_\_\_ [ ], 2014 at 10:00 a.m. (prevailing Eastern Time) at the offices of counsel to the Debtors, Klehr Harrison Harvey Branzburg LLP, 919 Market Street, Suite 1000, Wilmington, Delaware 19801, or at any such other location or time as designated by the Debtors in a notice to all Qualified Bidders as well as all other parties designated in Section III.(a) below, subject to the limitations set forth in Section III.(a) below. On or before 4:00 p.m. prevailing Eastern Time, on \_\_\_\_\_ [ ], 2014, the Debtors or JMP shall provide each Qualified Bidder:

1. written notice of the Auction; and
2. a copy of all Qualified Bids, including the Qualified Bid that the Debtors believes constitutes the highest or best offer and with which it intends to commence the Auction (the "*Pre-Auction Successful Bid*").

**III. The Auction**

(a) Attendance at and Participation in the Auction.

The Auction shall be conducted openly and all creditors of the Debtors' estates shall be permitted to attend; *provided, however*, that in order to attend the Auction, a creditor must advise the Debtors in writing no later than 48 hours prior to the Auction, provided, further, however, that the Debtors may seek relief from the Bankruptcy Court in the event that they object to such creditor's attendance. Without limiting the foregoing, the Debtors, the Buyer, Qualified Bidders, the U.S. Trustee, Liberty Lenders, the Committee members and professionals for the Committee shall be entitled to attend the Auction without objection by the Debtors. The Qualified Bidders must appear in person at the Auction, or through a duly authorized representative. The only parties eligible to participate in the Auction shall be Qualified Bidders who have submitted a Qualified Bid to the Debtors prior to the Bid Deadline. For avoidance of doubt, the Buyer is deemed to be a Qualified Bidder.

(b) The Auction Process.

1. JMP and Debtors to Conduct the Auction.

JMP in conjunction with the Debtors' professionals shall direct and preside over the Auction. Only the Qualified Bidders shall be entitled to make any subsequent bids at the Auction. The bidding at the Auction shall start at the purchase price stated in the Pre-Auction Successful Bid and continue, in one or more rounds of bidding, so long as during each round at least one Overbid (as defined below) is submitted. All Overbids shall be made and received on an open basis, such that all material terms of each Overbid will be fully disclosed to all other

Qualified Bidders. The bidding at the Auction will be transcribed or videotaped and the Debtors shall maintain a transcript of all Bids made and announced at the Auction, including all Overbids and the Successful Bid.

2. No Collusion.

Each Qualified Bidder shall be required to acknowledge and agree at the beginning of the Auction that it has not engaged (and agrees not to engage) in any collusion with respect to any Bids, the Auction, or the Sale; *provided* that it shall not be deemed collusion for the Qualified Bidders whose Bids comprise a Portion Qualified Bid to Overbid in concert.

3. Terms of Overbids.

An "*Overbid*" is any bid made at the Auction after the Debtors' announcement of the Pre-Auction Successful Bid, that is in increments of \$250,000 (the "*Bid Increment*") greater than the immediately preceding Bid. The initial overbid (the "*Initial Overbid*") shall be a minimum of \$645,000. This represents the sum of the Break-Up Fee, which includes a break-up fee (\$195,000) and an expense reimbursement (in the maximum amount allowed to the Buyer of \$200,000), and the Bid Increment. The Pre-Auction Successful Bid, if not the Buyer's bid (as set forth in the Motion), shall, at a minimum, be in an amount equal to or greater than the sum of the Buyer's bid (as set forth in the Purchase Agreement) plus the Initial Overbid.

For the avoidance of doubt, the Buyer shall be permitted to include the full amount of the Break-Up Fee (including the maximum amount of the expense reimbursement) in each bid by the Buyer for the purposes of comparison to any Overbid in connection with each round of bidding in the Auction.

An Overbid at the Auction must comply with the conditions for a Qualified Bid set forth above; *provided*, however, that the Bid Deadline shall not apply. Any Overbid must remain open and binding on the bidder until and unless the Debtors accept a higher or otherwise better Overbid from such bidder.

The Auction may include individual negotiations with Qualified Bidders, subject to the foregoing requirement that Overbids be made and received on an open basis.

4. Valuation of Overbids.

To the extent that any Overbid includes consideration other than cash, the Debtors shall disclose their valuation of the total consideration offered in such Overbid (and the basis for their determination, which determination shall be made in consultation with Liberty Lenders and the professionals of the Committee), in order to confirm that each Overbid meets the requisite bid increment and to provide a floor for further Overbids.

5. Additional Terms and Conditions

The Debtors may amend and/or adopt additional rules for the Auction at or prior to the Auction that, in their reasonable discretion (following consultation with JMP, Liberty Lenders and professionals of the Committee), will better promote the goals of the Auction and the Debtors' duties and obligations as debtors-in-possession, provided that such amendments and/or additional rules are consistent with the Purchase Agreement, the sale procedures order attached thereto as an exhibit and not inconsistent with these Sale Procedures.

#### IV. Identification of the Successful Bidder and Back-Up Bidder; Acceptance of Successful Bid

##### (a) Identification of the Successful Bidder.

The Auction shall continue until there is only one offer or combination of offers that the Debtors determine is the highest and/or otherwise best offer from among the Qualified Bidders submitted at the Auction (the "**Successful Bid**"). In making this decision, the Debtors may consider in the exercise of their reasonable business judgment (and in consultation with JMP, Liberty Lenders, and the professionals of the Committee), without limitation, the amount of the purchase price, the form of consideration being offered, the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof, the number, type, and nature of any changes to the Purchase Agreement requested by each Qualified Bidder, and the net benefit to the Debtors' estates. The Qualified Bidder(s) submitting such Successful Bid shall become the "**Successful Bidder**," and shall have such rights and responsibilities of a purchaser as are set forth in the Purchase Agreement or Modified Purchase Agreement(s), as applicable.

Debtors shall within 5 hours of the conclusion of the Auction file a notice of the identity of the Successful Bidder and shall also provide notice via fax, email or if those methods are not available by overnight or hand delivery of the identity of the Successful Bidder to counterparties to contracts and leases which are to be assumed and assigned, to the extent that such counterparties notify Debtors' counsel by the conclusion of the Auction of their desire for such immediate notice.

The Qualified Bidder with the next highest or otherwise best Qualified Bid, as determined by the Debtors in the exercise of their reasonable business judgment at the Auction (and in consultation with JMP, Liberty Lenders, and the professionals of the Committee), shall be required to serve as a Back-Up Bidder (the "**Back-Up Bidder**"). Following the Sale Hearing, if the Successful Bidder fails to consummate an approved Sale because of a breach or failure to perform on the part of such Successful Bidder, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors and Back-Up Bidder will be authorized, to consummate the Sale without further order of the Bankruptcy Court. The obligation to close of the Back-Up Bidder hereunder shall expire on the earlier of the Closing of a Sale to the Successful Bidder or the Outside Date (June 30, 2014, as defined in the Purchase Agreement).

Within one (1) Business Day after conclusion of the Auction, but in no event later than the Sale Hearing, the Successful Bidder shall complete and execute all agreements, contracts,



instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid was made.

In announcing the Successful Bid and the Back-Up Bid, the Debtors shall announce the material terms of each Bid and the basis for determining the total consideration offered.

(b) Acceptance of Bid from Successful Bidder.

Subject to the approvals in the Sale Procedures Order, the Debtors shall be bound by the Successful Bid only if and when the Debtors present such Bid to the Bankruptcy Court at the Sale Hearing (as defined below) and such Bid is approved by the Bankruptcy Court.

Except as otherwise provided in the Purchase Agreement or any Modified Purchase Agreement(s), as applicable, or the Sale Order, and to the fullest extent permitted by the jurisdiction of the Bankruptcy Court, all of the Debtor's right, title and interest in and to the Assets shall be sold free and clear of all Liens and Claims, other than Assumed Liabilities, with such Liens and Claims to attach to the proceeds.

**V. Treatment of Good Faith Deposits**

Except as otherwise provided herein, Good Faith Deposits shall be returned to each bidder not selected by the Debtors as the Successful Bidder (other than the Back-Up Bidder) by no later than the fifth (5th) business day following the conclusion of the Auction. The Good Faith Deposit of the Back-Up Bidder shall be held until the fifth (5th) business day following the Closing of the Sale to the Successful Bidder or the Outside Date (as defined in the Purchase Agreement), as applicable. The Good Faith Deposit of the Successful Bidder shall be held until the Closing of the Sale and applied in accordance with the Purchase Agreement or Modified Purchase Agreement(s), as applicable. If the Successful Bidder or Back-Up Bidder fails to consummate an approved Sale because of a breach or failure to perform on the part of such Successful Bidder or Back-Up Bidder, as applicable, the Successful Bidder's Good Faith Deposit or Back-Up Bidder's Good Faith Deposit, as applicable, shall be forfeited to the Debtors.

Notwithstanding anything herein to the contrary, the Deposit of the Buyer shall be governed by the terms of the Purchase Agreement.

**VI. The Sale Hearing**

The Successful Bid will be subject to approval by the Court. The Sale Hearing will take place on \_\_\_\_\_ [ ], 2014 at [ ] (prevailing Eastern Time) before the Honorable Brendan L. Shannon, United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6<sup>th</sup> Floor, Courtroom 1, Wilmington, DE, 19801. The Sale Hearing may be adjourned with the consent of the Successful Bidder from time to time without further notice to creditors or parties-in-interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing of a notice on the Court's docket.

**EXHIBIT B**

**AUCTION AND SALE HEARING NOTICE**

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

In re:	)	)	Chapter 11
EDGENET, INC., <i>et al.</i> , <sup>1</sup>	)	)	Case No. 14-10066 (BLS)
Debtors.	)	)	Jointly Administered

**NOTICE OF SALE PROCEDURES, AUCTION DATE AND SALE HEARING**

PLEASE BE ADVISED that, on \_\_\_\_\_ [ ], 2014, pursuant to a motion, dated April 11, 2014 (the “*Sale Procedures Motion*”), filed by Edgenet, Inc. and Edgenet Holding Corporation, debtors and debtors-in-possession (collectively, the “*Debtors*”), the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) entered an Order (the “*Sale Procedures Order*”) approving certain Sale Procedures (the “*Sale Procedures*”) in connection with the proposed sale by the Debtors of certain their assets (the “*Assets*”) to one or more bidders, at an auction (the “*Auction*”) to be conducted at the offices of Klehr Harrison Harvey Branzburg LLP, 919 Market Street, Suite 1000, Wilmington, Delaware 19801, or at another location timely disclosed by the Debtors to Qualified Bidders (as defined herein), on \_\_\_\_\_ [ ], 2014 at 10:00 a.m. (the “*Auction Date*”). A copy of the Sale Procedures and Sale Procedures Motion can be obtained by requesting same from Debtors’ counsel at the address set forth below or by emailing Raymond H. Lemisch, Esq. at rlemisch@klehr.com.

PLEASE BE FURTHER ADVISED that The Auction will be conducted openly and all creditors and parties-in-interest of the Debtors are permitted to attend; *provided, however*, that in order to attend the Auction, a creditor or other party-in-interest must advise the Debtors, through

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: Edgenet, Inc. (4977) and Edgenet Holding Corporation (4146). The Debtors’ main corporate address is: 8 Piedmont Center, 3525 Piedmont Road, Suite 420, Atlanta, Georgia 30305.

their counsel, Raymond H. Lemisch email: rlenmisch@klehr.com, in writing no later than 48 hours prior to the Auction; *provided further, however*, that the Debtors may seek relief from the Bankruptcy Court in the event that they object to such creditor's or other party-in-interest's attendance; *provided further, however*, that notwithstanding anything herein to the contrary, the Buyer, Qualified Bidders (as defined below), the Office of the United States Trustee for the District of Delaware (the "*U.S. Trustee*"), Liberty Partners Lenders, L.L.C. ("*Liberty Lenders*"), the members of the committee of seller note holders appointed by the Office of the United States Trustee in these cases (the "*Committee*"), and the Committee professionals shall be entitled to attend the Auction without objection by the Debtors.

**PLEASE BE FURTHER ADVISED** that, pursuant to the Sale Procedures, any bidder desiring to submit a bid at the Auction (a "*Bid*") shall be subject to the requirements in the Sale Procedures, and shall, among other things, send a letter indicating its interest in bidding addressed to the Debtors and their counsel, execute a confidentiality agreement and provide the requisite financial and other information (a "*Qualified Bidder*").

**PLEASE BE FURTHER ADVISED** that all Bids for the Assets shall be submitted in accordance with the Sale Procedures and shall be submitted in writing to JMP Securities, LLC ("*JMP*"), 450 Park Avenue, NY, NY 10022, Attn: Greg Thorne or gthorne@jmpsecurities.com (212 906-3588), such that the Bid is actually received not later than \_\_\_\_\_ [ ], 2014 at [ ] .m.

**PLEASE BE FURTHER ADVISED** that objections to the relief requested in the *Debtors' Motion for Order (A) Authorizing and Approving Asset Purchase Agreement; (B) Approving, Subject to Higher or Better Offers, Sale of the Debtors' Assets Pursuant to Section 363 of the Bankruptcy Code Free and Clear of All Liens, Claims, Encumbrances, and Interests;*

(C) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Pursuant to Section 365 of the Bankruptcy Code; (D) Authorizing the Debtors to Consummate Transactions Related to the Above; and (E) Granted Other Relief [Docket No. \_\_\_\_] (other than objections to Cure Amounts or adequate assurance of future performance as it relates to the Buyer), including, without limitation, the Debtors' request to approve the sale of the Assets, must be: (a) in writing; (b) state with specificity the basis therefor; (c) comply with the Bankruptcy Rules and the Local Rules; and (d) be filed with the clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3<sup>rd</sup> Fl., Wilmington, Delaware, 19801 by **4:00 p.m. (prevailing Eastern Time) on [ \_\_\_\_\_ ], 2014 (the "Sale Objection Deadline");** and (e) be served upon (i) the Debtors, 8 Piedmont Center, 3525 Piedmont Road, Suite 420, Atlanta, Georgia 30305, Attn: Juliet Reising, Chief Financial Officer; (ii) counsel for the Debtors, Klehr Harrison Harvey Branzburg LLP, 1835 Market Street, Suite 1400, Philadelphia, Pennsylvania 19103 Attn: Morton R. Branzburg, Esq. and 919 N. Market Street, Suite 1000, Wilmington, Delaware 19801, Attn: Domenic E. Pacitti, Esq.; (iii) proposed counsel to the official committee of note holders (the "**Committee**"), Cooley LLP, 1114 Avenue of the Americas, New York, New York 10036, Attn: Cathy Hershcopf, Esq., Jeffrey Cohen, Esq. and Richelle Kalnit, Esq., (emails: [chershcopf@cooley.com](mailto:chershcopf@cooley.com), [jcohen@cooley.com](mailto:jcohen@cooley.com), [rkalnit@cooley.com](mailto:rkalnit@cooley.com)), and its proposed Delaware counsel, Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801, Attn: Brett D. Fallon, Esq. and Jeffrey Waxman, Esq. (emails: [bfallon@morrisjames.com](mailto:bfallon@morrisjames.com) and [jwaxman@morrisjames.com](mailto:jwaxman@morrisjames.com)); (iv) counsel to the Debtors' secured lender, Liberty Partners Lenders, L.L.C. ("**Liberty Lenders**"), Kirkland & Ellis, LLP, 300 North La Salle Street, Chicago, Illinois 60654, Attn: Ryan Bennett, Esq. and Justin Bernbrock, Esq., and Delaware counsel to Liberty Lenders, Pachulski Stang

Ziehl & Jones LLP, 919 North Market Street, 17<sup>th</sup> Floor, Wilmington, Delaware 19801, Attn: Timothy Cairns, Esq.; (v) counsel to the Buyer, Paul Hastings LLP, 191 N. Wacker Drive, Thirtieth Floor, Chicago, Illinois 60606, Attn: Marc J. Carmel (email: marccarmel@paulhastings.com); and (vi) the office of the United States Trustee for the District of Delaware, Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Juliet Sarkessian, Esq. (the "*Notice Parties*"), so as to be actually received no later than the Sale Objection Deadline.

**PLEASE BE FURTHER ADVISED** that promptly upon the conclusion of the Auction (but in no event later than five hours after the conclusion of the Auction), the Debtors shall file with the Bankruptcy Court a notice identifying the Successful Bidder(s) (as defined in the Sale Procedures) and shall also provide notice via fax, email, or, if those methods are not available, by overnight or hand delivery of the identity of the Successful Bidder to counterparties to contract or lease to be assumed and/or assigned, to the extent that such counterparties notify Debtors' counsel by the conclusion of the Auction of their desire for such immediate notice.

**PLEASE BE FURTHER ADVISED** that the Court has scheduled \_\_\_\_\_ [ ], 2014, at \_\_\_\_\_:00 \_\_\_\_ .m. (or such time thereafter as counsel may be heard) as the date for a hearing (the "*Sale Hearing*") to consider entry of an order authorizing and approving: (i) the sale or sales of the Assets free and clear of all liens, claims, interests, and encumbrances, pursuant to the asset sale agreement or agreements as entered into by the Debtors pursuant to the Sale Procedures for the sale or sales of the Assets as a whole or in parts; and (ii) the assumption and assignment of certain contracts and leases in connection with the sale or sales of the Assets. The Sale Hearing may be adjourned with the consent of the Successful Bidder from time to time without further notice to creditors or 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 of such adjournment on the Court's docket.

**PLEASE BE FURTHER ADVISED** that objections, if any, that relate to the proposed assumption and assignment of contracts and leases (including, without limitation, any objections relating to the validity of the cure amount as determined by the Debtors or to otherwise assert that any amounts, defaults, conditions, or pecuniary losses must be cured or satisfied under such contracts or leases, not including accrued but not yet due obligations, in order for such contract or lease to be assumed and assigned) (a "*Cure Objection*"), must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) to the extent it challenges a scheduled Cure Amount, set forth the cure amount being claimed by the objecting party, the specific types and dates of the alleged defaults, pecuniary losses, and conditions to assignment, and provide appropriate documentation to support such party's objection; (d) be filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware, 19801 by 4:00 p.m. (prevailing Eastern Time) on [\_\_\_\_\_], 2014 (the "*Cure Objection Deadline*"); and (e) be served upon the Notice Parties, so as to be actually received no later than the Cure Objection Deadline.

**PLEASE BE FURTHER ADVISED** that unless the counterparty to a contract or lease files an objection to its scheduled cure amount or the assumption and assignment of a contract or lease and serves a copy of such objection so as to be actually received by the Notice Parties no later than the Cure Objection Deadline, such counterparty shall be forever barred, estopped, and enjoined from objecting (a) to the cure amount and from asserting that any additional amounts are due or defaults exists and (b) that any conditions to the assumption and assignment must be satisfied under such contract or lease before it can be assumed and assigned or that any required

consent to assumption or assignment has not been given, and such counterparty shall be deemed to have waived and released any right to assert a Cure Objection and to have otherwise consented to the assumption and assignment of such contract or lease, as the case may be.

**PLEASE BE FURTHER ADVISED** that objections, if any, that relate to the proposed assumption and assignment a contract or lease, solely as it relates to the adequate assurance of future performance (an "*Adequate Assurance Objection*") by PCF Number 2, Inc., the stalking horse bidder (the "*Buyer*"), must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) specify the specific challenge to the proposed adequate assurance by the objecting party; (d) be filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801 by **4:00 p.m. (prevailing Eastern Time)** on [ \_\_\_\_\_ ], 2014 (the "*Adequate Assurance Objection Deadline*"); and (e) be served upon the Notice Parties, so as to be actually received no later than the Adequate Assurance Objection Deadline. Any objection to the proposed assumption and assignment of contracts or leases relating solely to the adequate assurance of future performance regarding any proposed purchaser other than the Buyer shall be raised at the Sale Hearing.

**PLEASE BE FURTHER ADVISED** that, unless the counterparty to a contract or lease files an objection to the adequate assurance of future performance of the Buyer and serves a copy of such objection so as to be actually received by the Notice Parties no later than the Adequate Assurance Objection Deadline, such counterparty shall be forever barred, estopped, and enjoined from objecting that the Buyer has not provided adequate assurance of future performance, and such counterparty shall be deemed to have waived and released any right to assert an Adequate Assurance Objection.



**PLEASE BE FURTHER ADVISED** that hearings with respect to Cure Objections may be held (a) at the Sale Hearing or (b) at such other date as the Debtors or Court may designate, provided that if the subject contract or lease is assumed and assigned, the cure amount asserted by the objecting party (or such lower amount as may be fixed by the Court) shall be deposited with and held in a segregated account by the Debtors or such other person as the Court may direct pending further order of the applicable Court or mutual agreement of the parties. A properly filed and served Cure Objection or Adequate Assurance Objection shall reserve such party's rights respecting the Cure Obligation, or the adequate assurance objection, but shall not constitute an objection to the relief generally requested in the Motion.

**PLEASE BE FURTHER ADVISED** that copies of the Sale Procedures Motion, Sales Procedures, and the Purchase Agreement can be obtained free of charge from Debtors' counsel and that all requests for information concerning the Assets or Sale Procedures should be in writing directed to Debtors' counsel Klehr Harrison Harvey Branzburg LLP, 919 Market Street, Suite 1000, Wilmington, Delaware 19801, Attn: Raymond H. Lemisch, Esq. (email: rlemisch@klehr.com; telephone 302 426 1189).

**PLEASE BE FURTHER ADVISED** that any counter party to the Debtors' contracts or leases that wishes to receive fax or email notice of the identity of the Successful Bidder(s) shall provide their fax numbers or emails, as the case may be, to Debtors' counsel set forth above.

Dated: \_\_\_\_\_ [ ], 2014  
Wilmington, Delaware

/s/

---

Domenic E. Pacitti (DE Bar No. 3989)  
Raymond H. Lemisch (DE Bar No. 4204)  
**KLEHR HARRISON HARVEY  
BRANZBURG LLP**  
919 N. Market Street, Suite 1000  
Wilmington, Delaware 19801  
Telephone: (302) 426-1189  
Facsimile: (302) 426-9193

-and-

Morton R. Branzburg, Esquire (Admitted Pro Hac Vice)

**KLEHR HARRISON HARVEY**

**BRANZBURG LLP**

1835 Market Street, Suite 1400

Philadelphia, PA 19103

Telephone: (215) 569-2700

Facsimile: (215) 568-6603

*Counsel to the Debtors and Debtors in Possession*

**EXHIBIT C**  
**CURE NOTICE**

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

In re:	)	
	)	Chapter 11
EDGENET, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 14-10066 (BLS)
Debtors.	)	Jointly Administered
	)	<b>Objection Deadline</b> ____, 2014

**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT  
OF CERTAIN CONTRACTS AND LEASES AND THE  
CURE AMOUNTS FOR THOSE CONTRACTS AND LEASES**

PLEASE BE ADVISED that on [ \_\_\_\_\_ ], 2014, Edgenet, Inc. and Edgenet Holding Corporation, the debtors and debtors-in-possession herein (collectively, the “*Debtors*”) obtained an order approving this *Notice of Potential Assumption and Assignment of Certain Contracts and Leases and the Cure Amounts for Those Contracts and Leases* (the “*Cure Notice*”) governing contracts and leases to be assumed and assigned and the corresponding cure amount that the Debtors believe must be paid to cure all defaults under the Contracts to the extent required by section 365 of the Bankruptcy Code.

PLEASE BE FURTHER ADVISED that the Debtors may assume and assign the contract(s) and lease(s) listed on Exhibit A attached hereto (each, a “*Contract*”) to which you are a counterparty. The Debtors have conducted a review of their books and records and have determined that the amount to cure defaults under such Contract(s) as required by section 365 of the Bankruptcy Code, including monetary obligations, is/are as set forth on Exhibit A attached hereto (the “*Cure Amount(s)*”).

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: Edgenet, Inc. (4977) and Edgenet Holding Corporation (4146). The Debtors’ main corporate address is: 8 Piedmont Center, 3525 Piedmont Road, Suite 420, Atlanta, Georgia 30305.

**PLEASE BE FURTHER ADVISED** that your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in these chapter 11 cases. If you do not have an attorney, you may wish to consult one.

**PLEASE BE FURTHER ADVISED** that the Cure Notice is submitted with the following limitations. First, the Debtors are not admitting that any such contract or lease is executory or unexpired and subject to assumption under section 365 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "*Bankruptcy Code*"). Second, inclusion of a contract or lease in this Cure Notice does not mean that the Debtors necessarily will assume the contract or lease or that such contract or lease will be assigned to the Successful Bidder. Third, the Debtors do not waive their rights to dispute any of the Cure Amounts listed in this Cure Notice.

**PLEASE BE FURTHER ADVISED** that the Court has scheduled \_\_\_\_\_ [ ], 2014, at \_\_\_\_\_:00 \_\_\_\_m. (or such time thereafter as counsel may be heard) as the date for a hearing (the "*Sale Hearing*") to consider entry of an order authorizing and approving: (i) the sale or sales of the Assets free and clear of all liens, claims, interests, and encumbrances, pursuant to the asset sale agreement or agreements as entered into by the Debtors pursuant to the Sale Procedures for the sale or sales of the Assets as a whole or in parts; and (ii) **the assumption and assignment of certain contracts and leases in connection with the sale or sales of the Assets.** The Sale Hearing may be adjourned with the consent of the Successful Bidder from time to time without further notice to creditors or 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 of such adjournment on the Court's docket.

**PLEASE BE FURTHER ADVISED** that objections, if any, that relate to the proposed assumption and assignment of the Contract(s) (including, without limitation, any objections relating to the validity of the Cure Amount(s) or to otherwise assert that any amounts, defaults, conditions, or pecuniary losses must be cured or satisfied under such Contract(s), not including accrued but not yet due obligations, in order for such Contract(s) to be assumed and assigned) (a "**Cure Objection**"), must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"); (c) to the extent it challenges a scheduled Cure Amount, set forth the cure amount being claimed by the objecting party, the specific types and dates of the alleged defaults, pecuniary losses, and conditions to assignment, and provide appropriate documentation to support such party's objection; (d) be filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware, 19801 by **4:00 p.m. (prevailing Eastern Time)** on [ \_\_\_\_\_ ], 2014 (the "**Cure Objection Deadline**"); and (e) be served upon: (i) the Debtors, 8 Piedmont Center, 3525 Piedmont Road, Suite 420, Atlanta, Georgia 30305, Attn: Juliet Reising, Chief Financial Officer; (ii) counsel for the Debtors, Klehr Harrison Harvey Branzburg LLP, 1835 Market Street, Suite 1400, Philadelphia, Pennsylvania 19103 Attn: Morton R. Branzburg, Esq. and 919 N. Market Street, Suite 1000, Wilmington, Delaware 19801, Attn: Domenic E. Pacitti, Esq.; (iii) proposed counsel to the official committee of note holders (the "**Committee**"), Cooley LLP, 1114 Avenue of the Americas, New York, New York 10036, Attn: Cathy Hershcopf, Esq., Jeffrey Cohen, Esq. and Richelle Kalnit, Esq., (emails: chershcopf@cooley.com, jcohen@cooley.com, rkalnit@cooley.com) and its proposed Delaware counsel, Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801,

Attn: Brett D. Fallon, Esq. and Jeffrey Waxman, Esq. (emails: bfallon@morrisjames.com and jwaxman@morrisjames.com); (iv) counsel to the Debtors' secured lender, Liberty Partners Lenders, L.L.C. ("*Liberty Lenders*"), Kirkland & Ellis, LLP, 300 North La Salle Street, Chicago, Illinois 60654, Attn: Ryan Bennett, Esq. and Justin Bernbrock, Esq., and Delaware counsel to Liberty Lenders, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17<sup>th</sup> Floor, Wilmington, Delaware 19801, Attn: Timothy Cairns, Esq.; (v) counsel to the Buyer, Paul Hastings LLP, 191 N. Wacker Drive, Thirtieth Floor, Chicago, Illinois 60606, Attn: Marc J. Carmel (email: marccarmel@paulhastings.com); and (vi) the office of the United States Trustee for the District of Delaware, Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Juliet Sarkessian, Esq. (the "*Notice Parties*"), so as to be received on or before the Cure Objection Deadline.

**PLEASE BE FURTHER ADVISED** that unless the counterparty to a contract or lease files an objection to its scheduled cure amount or the assumption and assignment of a contract or lease and serves a copy of such objection so as to be actually received by the Notice Parties no later than the Cure Objection Deadline, such counterparty shall be forever barred, estopped, and enjoined from objecting (a) to the cure amount and from asserting that any additional amounts are due or defaults exists and (b) that any conditions to the assumption and assignment must be satisfied under such contract or lease before it can be assumed and assigned or that any required consent to assumption or assignment has not been given, and such counterparty shall be deemed to have waived and released any right to assert a Cure Objection and to have otherwise consented to the assumption and assignment of such contract or lease, as the case may be.

**PLEASE BE FURTHER ADVISED** that objections, if any, that relate to the proposed assumption and assignment a contract or lease, solely as it relates to the adequate assurance of

future performance (an "*Adequate Assurance Objection*") by PCF Number 2, Inc., the stalking horse bidder (the "*Buyer*"), must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) specify the specific challenge to the proposed adequate assurance by the objecting party; (d) be filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801 by **4:00 p.m. (prevailing Eastern Time)** on [ \_\_\_\_\_ ], 2014 (the "*Adequate Assurance Objection Deadline*"); and (e) be served upon the Notice Parties, so as to be actually received no later than the Adequate Assurance Objection Deadline.

**PLEASE BE FURTHER ADVISED** that, unless the counterparty to a contract or lease files an objection to the adequate assurance of future performance of the Buyer and serves a copy of such objection so as to be actually received by the Notice Parties no later than the Adequate Assurance Objection Deadline, such counterparty shall be forever barred, estopped, and enjoined from objecting that the Buyer has not provided adequate assurance of future performance, and such counterparty shall be deemed to have waived and released any right to assert an Adequate Assurance Objection.

**PLEASE BE FURTHER ADVISED** that an auction to sell substantially all of the Debtors' assets is scheduled for \_\_\_\_\_, 2014 at \_\_\_\_\_.m. (EST). Promptly upon the conclusion of the Auction (but in no event later than five hours after the conclusion of the Auction), the Debtors shall file with the Bankruptcy Court a notice identifying the Successful Bidder and shall also provide notice via fax, email, or, if those methods are not available, by overnight or hand delivery of the identity of the Successful Bidder to counterparties to Assumed Contracts, **to the extent that such counterparties notify Debtors' counsel by the conclusion of the Auction of their desire for such immediate notice, and provides contact information**



as to where notice should be sent. Contact information for the Debtors' counsel is set forth below.

**PLEASE BE FURTHER ADVISED** that In the event the Successful Bidder is any party other than the Buyer, the Debtors shall, on or before \_\_\_\_\_ [ ], 2014, serve by overnight mail, facsimile, email, or hand delivery to any counterparties of contracts or leases to be assumed and assigned to the Successful Bidder under such bidder's Modified Purchase Agreement, evidence of adequate assurance of future performance of the Successful Bidder pursuant to section 365 of the Bankruptcy Code, which such evidence may include, among other things: (i) the identity of the Successful Bidder, (ii) evidence of financial wherewithal of the Successful Bidder, and (iii) all documents and other evidence of adequate assurance of future performance by the Successful Bidder including, without limitation, a contact person for the proposed assignee that counterparties may directly contact in connection with the adequate assurance of future performance. The Debtors are authorized to provide the adequate assurance information to counterparties on a confidential basis and, by accepting such information, counterparties are required to keep such adequate assurance information confidential without the need to enter into a separate confidentiality agreement.

**PLEASE BE FURTHER ADVISED** that any objection to the proposed assumption and assignment of contracts or leases relating solely to the adequate assurance of future performance regarding any proposed purchaser other than the Buyer shall be raised at the Sale Hearing.

**PLEASE BE FURTHER ADVISED** that hearings with respect to Cure Objections may be held (a) at the Sale Hearing or (b) at such other date as the Debtors or Court may designate, provided that if the subject contract or lease is assumed and assigned, the cure amount asserted by the objecting party (or such lower amount as may be fixed by the Court) shall be deposited

with and held in a segregated account by the Debtors or such other person as the Court may direct pending further order of the applicable Court or mutual agreement of the parties. A properly filed and served Cure Objection or Adequate Assurance Objection shall reserve such party's rights respecting the Cure Obligation, or the adequate assurance objection, but shall not constitute an objection to the relief generally requested in the Motion.

**PLEASE BE FURTHER ADVISED** that copies of the Sale Procedures Motion, Sales Procedures, and the Purchase Agreement can be obtained free of charge from Debtors' counsel and that all requests for information concerning the Assets or Sale Procedures should be in writing directed to Debtors' counsel Klehr Harrison Harvey Branzburg LLP, 919 Market Street, Suite 1000, Wilmington, Delaware 19801, Attn: Raymond H. Lemisch, Esq. (email: rlemisch@klehr.com; telephone 302 426 1189).

Dated: \_\_\_\_\_ [ ], 2014  
Wilmington, Delaware

/s/

---

Domenic E. Pacitti (DE Bar No. 3989)  
Raymond H. Lemisch (DE Bar No. 4204)  
**KLEHR HARRISON HARVEY**  
**BRANZBURG LLP**  
919 N. Market Street, Suite 1000  
Wilmington, Delaware 19801  
Telephone: (302) 426-1189  
Facsimile: (302) 426-9193

And

Morton R. Branzburg, Esquire (Admitted Pro Hac Vice)  
**KLEHR HARRISON HARVEY**  
**BRANZBURG LLP**  
1835 Market Street, Suite 1400  
Philadelphia, PA 19103  
Telephone: (215) 569-2700  
Facsimile: (215) 568-6603

*Counsel to the Debtors and Debtors in Possession*

**EXHIBIT D**

**PURCHASE AGREEMENT**

**EXHIBIT E****SIGNIFICANT DATES**Date of service of Sale Notice [ 5/9 ], 2014Date of service of Cure Notice [ 5/16 ], 2014

Cure Objection Deadline	[ <u>5/30</u> ], 2014 at [ <u>4:00 PM</u> ] (prevailing Eastern Time)
Sale Objection Deadline	[ <u>5/30</u> ], 2014 at [ <u>4:00 PM</u> ] (prevailing Eastern Time)
Bid Deadline	[ <u>6/2</u> ], 2014 at [ <u>noon</u> ] (prevailing Eastern Time)
Auction	[ <u>6/4</u> ], 2014 at [ <u>10:00 AM</u> ] (prevailing Eastern Time)
Adequate Assurance Objection Deadline (relating solely to PCF Number 2, Inc.)	[ <u>5/30</u> ], 2014 at [ <u>4:00 PM</u> ] (prevailing Eastern Time)
Sale Hearing	[ <u>6/6</u> ], 2014 at [ <u>10:00 AM</u> ] (prevailing Eastern Time)