

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

In re)	
)	
)	Chapter 11
SSI Group Holding Corp., <i>et al.</i> , ¹)	Case No. 11-12917 (MFW)
)	
)	(Jointly Administered)
)	
Debtors.)	Related to Docket No. 18
)	

**ORDER (A) APPROVING COMPETITIVE BIDDING AND
SALE PROCEDURES; (B) APPROVING FORM AND MANNER OF NOTICES;
(C) APPROVING FORM OF ASSET PURCHASE AGREEMENTS, INCLUDING
BREAKUP FEE AND EXPENSE REIMBURSEMENT; (D) SCHEDULING DATES
TO CONDUCT AUCTION AND HEARING TO CONSIDER FINAL APPROVAL
OF SALES, INCLUDING TREATMENT OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES; AND (E) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (the "Debtors") for the entry of an order (the "Bidding Procedures Order") approving Bidding Procedures and the sale of substantially all of the Debtors' assets; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper before this court pursuant to 28 U.S.C. §§ 1408 and 1409; notice of the Motion having been adequate and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors' federal tax identification number, are: SSI Group Holding Corp. (0158), Souper Salad, Inc. (0941), SSI-Grandy's LLC (4554) and Souper Brands, Inc. (5468). The Debtors' corporate headquarters and the mailing address for each of the Debtors is 4004 Belt Line Rd., Suite 160, Addison, TX 75001.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion, the Grandy's Asset Purchase Agreement, the Souper Salad Asset Purchase Agreement, the Combined Asset Purchase Agreement and/or the Bidding Procedures, as applicable.

appropriate under the circumstances; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND, CONCLUDED AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. The Court has jurisdiction over the Motion, the transactions contemplated by the Grandy's Asset Purchase Agreement and the transactions set forth in the Motion relating to a sale of the assets of Souper Salad pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases for the relief requested in the Motion are (i) sections 105, 363, 364 and 365 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"); (ii) Bankruptcy Rules 2002(a)(2), 6004, 6006 and 9014; and (iii) Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

D. Good and sufficient notice of the Motion and the relief sought therein has been given under the circumstances, and no other or further notice is required except as set forth herein with respect to the Sale Hearing. A reasonable opportunity to object or be heard regarding the relief provided herein has been afforded to parties in interest.

E. The Debtors' proposed notice of the Bidding Procedures is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the

Auction, the sale of the Debtors' Grandy's business (the "Grandy's Assets") and the Debtors' Souper Salad business (the "Souper Salad Assets" and, together with the Grandy's Assets, sometimes collectively referred to herein as the "Acquired Assets") which collectively constitute substantially all of the Debtors' assets, the Bidding Procedures to be employed in connection therewith, and the Sale Hearing.

F. The Cure Notice attached hereto as Exhibit 3 is reasonably calculated to provide all counterparties (the "Contract Parties") to the Debtors' executory contracts and unexpired leases (each a "Contract or Lease" and, collectively, the "Contracts and Leases") with proper notice of the potential assumption and assignment of their executory contract or unexpired lease and any cure amounts relating thereto, although the mere listing of any executory contract or unexpired lease on the Cure Notice does not require or guarantee that such executory contract or unexpired lease will be assumed and assigned, and all rights of the Debtors with respect to such Contracts and Leases are reserved.

G. The Debtors have articulated good and sufficient reasons for the Court to: (i) approve the Bidding Procedures; (ii) set the Sale Hearing and approve the manner of notice of the Motion and the Sale Hearing; (iii) approve the procedures for the assumption and assignment of certain executory contracts and unexpired leases (collectively, the "Assumed Executory Contracts"), including notice of proposed cure amounts; (iv) with respect to the sale of the Grandy's Assets, grant certain bid protections as provided in the Grandy's Asset Purchase Agreement and in this Bidding Procedures Order; and (v) with respect to the sale of the Souper Salad Assets, authorize, but not require, the Debtors to grant certain bid protections as provided in the Motion and this Bidding Procedures Order.

H. The entry of this Bidding Procedures Order is in the best interests of the

Debtors, their estates, their creditors and other parties in interest.

I. The Bidding Procedures are reasonably designed to maximize the value to be achieved for the Acquired Assets.

J. The Expense Reimbursement (collectively, the “Grandy’s Bid Protections”) set forth in the Grandy’s Asset Purchase Agreement shall be paid in accordance with the Grandy’s Asset Purchase Agreement, and (i) if triggered, shall be deemed an actual and necessary cost and expense of preserving the Debtors’ estates, within the meaning of sections 364(c)(1) and 503(b)(1) of the Bankruptcy Code, payable solely as provided in Sections 9.2(a)-(c) of the Grandy’s Asset Purchase Agreement, (ii) are of substantial benefit to the Debtors’ estates, (iii) are reasonable and appropriate, including in light of the size and nature of the sale and the efforts that have been or will be expended by the Grandy’s Stalking Horse Purchaser notwithstanding that the proposed sale is subject to higher and better offers for the Acquired Assets, (iv) were negotiated by the parties at arm’s-length and in good faith, and (v) are necessary to ensure that the Grandy’s Stalking Horse Purchaser will continue to pursue its proposed acquisition of the Acquired Assets contemplated by the Grandy’s Asset Purchase Agreement.

K. With respect to the sale of the Souper Salad Assets, granting the Debtors the authority (but not requiring) to provide to a single Qualified Bidder for the Souper Salad Assets a breakup fee (the “Souper Salad Breakup Fee”) in connection with the Sale of the Souper Salad Assets (i) is of substantial benefit to the Debtors’ estates, (ii) is reasonable and appropriate, including in light of the size and nature of the sale, and (iii) is reasonably calculated to produce the highest and best sale price at an Auction for the Souper Salad Assets. If the Souper Salad Breakup Fee is granted and triggered, it shall be deemed an actual and necessary cost and

expense of preserving the Debtors' estates, within the meaning of sections 364(c)(1) and 503(b)(1) of the Bankruptcy Code, and shall be payable solely as provided in herein.

L. The proposed sale of the Grandy's Assets and/or the Souper Salad Assets is consistent with section 363(b)(1)(A) of the Bankruptcy Code and the Debtors' existing privacy policy, and no consumer ombudsman is necessary in connection with the Sales.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Motion as it relates to the Bidding Procedures, the Bid Protections, and the scheduling of, and notice to be approved with respect to, the sale process, the Auction, and the Sale Hearing, is granted and approved as set forth in this Bidding Procedures Order.

2. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled or resolved, and all reservations of rights included therein, are hereby overruled and denied.

3. The Bidding Procedures, attached hereto as Exhibit 1, are hereby approved in their entirety. The Debtors, in consultation with the Official Committee of Unsecured Creditors of the above-captioned debtors' estates (the "Committee"), are authorized to take any and all actions necessary to implement the Bidding Procedures.

4. The Debtors may pursue a sale (or sales) of the Acquired Assets and enter into the transactions contemplated by the Grandy's Asset Purchase Agreement, the Souper Salad Asset Purchase Agreement and/or the Combined Asset Purchase Agreement, as the case may be, by conducting an Auction in accordance with the Bidding Procedures.

5. The Auction shall take place on November 15, 2011, at 9:00 a.m. (prevailing Eastern Time) at the offices of Proskauer Rose LLP, Eleven Times Square, New

York, New York 10036, or such other place and time as the Debtors shall notify all Qualified Bidders, including, but not limited to, the Grandy's Stalking Horse Purchaser, counsel to the Committee, Counsel for the Debtors' DIP Lender, counsel for the Grandy's Stalking Horse Purchaser and other invitees. The Auction shall be conducted in accordance with the Bidding Procedures.

6. The Sale Hearing shall be held before the Court on November 28, 2011 at 9:30 AM (prevailing Eastern Time), or at such earlier date as counsel and interested parties may be heard.

7. Objections, if any, to the sale of the Acquired Assets and the transactions contemplated by the Grandy's Asset Purchase Agreement, the Souper Salad Asset Purchase Agreement, the Combined Asset Purchase Agreement or the relief requested in the Motion must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the clerk of the Bankruptcy Court for the District of Delaware (or filed electronically via CM/ECF), on or before 4:00 p.m. (prevailing Eastern Time) ^{November 21, 2011,} ~~six (6) days before the date of the Sale Hearing~~ (the "Sale Objection Deadline"); and (d) be served upon (i) counsel for the Debtors, Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: Scott K. Rutsky and Cozen O'Connor, 1201 N. Market Street, Suite 1400, Wilmington, Delaware 19801, Attn: Mark E. Felger; (ii) counsel to the Committee, Pachulski Stang Ziehl & Jones, LLP, 919 N. Market Streets, 17th Floor, Wilmington, DE 19801, Attn: Bradford J. Sandler, Esquire; (iii) counsel to the Grandy's Stalking Horse Purchaser, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois, 60654, Attn: Patrick J. Nash, Jr.; and (iv) the Office of the United States Trustee, in each case, so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on the same day.

8. The notice of the proposed Sales, substantially in the form attached hereto as Exhibit 2 (the “Sale Notice”), is hereby approved.

9. On or before three (3) business days after entry of this Bidding Procedures Order, the Debtors will cause the Sale Notice to be sent by first-class mail postage prepaid, to the following: (a) all creditors or their counsel known to the Debtors to assert a lien (including any security interest), claim, right, interest or encumbrance of record against all or any portion of the Acquired Assets; (b) the Office of the United States Trustee; (c) the Environmental Protection Agency; (d) all applicable federal, state and local taxing and regulatory authorities of the Debtors or recording offices or any other governmental authorities that, as a result of the sale of the Acquired Assets, may have claims, contingent or otherwise, in connection with the Debtors’ ownership of the Acquired Assets or have any known interest in the relief requested by the Motion; (e) the state and local environmental agencies in the jurisdictions where the Debtors own or lease real property; (f) counsel to the Grandy’s Stalking Horse Purchaser; (g) counsel to the prepetition and postpetition secured lenders; (h) the United States Attorney’s office; (i) all parties in interest who have requested notice pursuant to Bankruptcy Rule 2002; (j) counsel to the Committee at the address stated above; (k) all parties to any litigation involving the Debtors; (l) all counterparties to any executory contract or unexpired lease of the Debtors; (m) all other known creditors and interest holders of Debtors; and (n) all potential bidders previously identified or otherwise known to the Debtors.

10. In addition to the foregoing, as soon as practicable, but in any event no later than five (5) business days after the entry of this Bidding Procedures Order, the Debtors shall publish the Sale Notice (modified for publication, as necessary) in *The New York Times* (national edition).

11. The notice of potential assumption and assignment of the Contracts and Leases, substantially in the form attached hereto as Exhibit 3 (the "Cure Notice"), is hereby approved.

12. On or before three (3) business days after the entry of this Bidding Procedures Order, the Debtors shall serve by first class mail or hand delivery the Cure Notice on all non-Debtor parties to the Contracts and Leases. The Cure Notice shall identify the Contracts and Leases and provide the cure amount that the Debtors believe must be paid to cure all prepetition defaults under the Contracts and Leases (the "Cure Amounts").

13. Unless the non-Debtor party to any of the Contracts and Leases files an objection (the "Cure Amount Objection") to its scheduled Cure Amount or to the assumption and assignment of a Contract or Lease, and serves a copy of the Cure Amount Objection **so as to be received no later than the Sale Objection Deadline** on the same day to: (a) the Debtors, Souper Salad, Inc., 4004 Belt Line Road, Suite 160, Addison, Texas 75201, Attn: Chief Executive Officer; (b) counsel for the Debtors, Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: Scott K. Rutsky and Cozen O'Connor, 1201 N. Market Street, Suite 1400, Wilmington, Delaware 19801, Attn: Mark E. Felger; (c) counsel to the Committee, Pachulski Stang Ziehl & Jones, LLP, 919 N. Market Streets, 17th Floor, Wilmington, DE 19801, Attn: Bradford J. Sandler, Esquire; (d) counsel to the Grandy's Stalking Horse Purchaser, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois, 60654, Attn: Patrick J. Nash, Jr.; and (e) the Office of the United States Trustee (the "Contract Objection Notice Parties"); such non-Debtor party should be forever barred and estopped from objecting (i) to the Cure Amount and from asserting that any additional amounts are due or defaults exist, (ii) that any conditions to assumption and assignment must be satisfied under such Contract or Lease before it

can be assumed and assigned or that any required consent to assignment has not been given or (iii) that the Grandy's Stalking Horse Purchaser has not provided adequate assurance of future performance.

14. With respect to Contracts and Leases relating to the Souper Salad Assets, and with respect to Contracts and Leases relating to the Grandy's Assets only if the Grandy's Stalking Horse Purchaser is not the Successful Bidder for the Grandy's Assets, the non-Debtor parties to the Contracts and Leases **shall have until 4:00 p.m. (prevailing Eastern Time) on the day prior to the Sale Hearing, to file with the Bankruptcy Court,** to file and serve upon the Contract Objection Notice Parties an object to the assumption and assignment of a Contract or Lease solely on the issue of whether the Successful Bidder for the Grandy's Assets (if not the Grandy's Stalking Horse Purchaser), the Successful Bidder for the Souper Salad Assets or the Successful Bidder for all of the Acquired Assets can provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code (each an "Adequate Assurance Objection"); provided, however, that if the Grandy's Stalking Horse Purchaser is the Successful Bidder, all Adequate Assurance Objections must be filed by the Sale Objection Deadline; provided, further, however, that all objections to the assumption and assignment of Contracts and Leases that do not relate to the issue of whether the Successful Bidder can provide adequate assurance of future performance must be filed by the Sale Objection Deadline.

15. In the event of a timely filed objection and dispute regarding: (a) any Cure Amount with respect to any of the Contracts and Leases; (b) the ability of the Successful Bidder for the Grandy's Assets (including the Grandy's Stalking Horse Purchaser or such other Successful Bidder for the Grandy's Assets), the Souper Salad Assets and/or the Acquired Assets to provide adequate assurance of future performance as required by section 365 of the

Bankruptcy Code, if applicable, under a Contract or Lease; or (c) any other matter pertaining to assumption, the Debtors shall schedule a status conference respecting such disputes within 30 days of the Sale Hearing, or as soon thereafter as reasonably practicable, and the Cure Amounts shall be paid as soon as reasonably practicable after the Closing and following the entry of a final order resolving the dispute and approving the assumption of such Contract of Lease; provided, however, that the Debtors are authorized to settle any dispute regarding the amount of any Cure Amount or assignment to the Successful Bidder (including the Grandy's Stalking Horse Purchaser) without any further notice to or action, order or approval of the Court.

16. Except as may otherwise be agreed to by all parties to a Contract or Lease, on or before the Closing, the cure of any defaults under Contracts and Leases necessary to permit assumption and assignment thereof in accordance with Bankruptcy Code section 365(b), shall be by (i) payment of the undisputed Cure Amount, (ii) payment of the Cure Amount judicially determined by the Bankruptcy Court to be the correct amount, and/or (iii) establishment of a reserve with respect to any disputed Cure Amount that has not been resolved at or prior to the Sale Hearing.

17. Within two (2) business days after the Closing Date, the Debtors will file a complete list of the Contracts and Leases that were assumed and assigned as Assumed Executory Contracts, as of the Closing Date, in connection with the sales of the Grandy's Assets and/or the Souper Salad Assets, separately or as a combined transaction.

18. The notice of assumption and assignment of the Contracts and Leases, substantially in the form attached hereto as Exhibit 4 (the "Assumption Notice"), is hereby approved.

19. The Auction and/or Sale Hearing may be continued, by the Debtors in

consultation with the Committee, from time to time, for an aggregate period of up to seven (7) days each, with the consent of the Grandy's Stalking Horse Purchaser (which consent will not unreasonably be withheld), without further notice to creditors or other parties in interest other than by announcement of said continuance before the Court on the date scheduled for such hearing or in the hearing agenda for such hearing; provided, however, any Qualified Bidder shall be notified of the continued date and time for the Auction and/or Sale Hearing.

20. The Grandy's Bid Protections and Section 9.2 of the Grandy's Asset Purchase Agreement, as modified herein, are hereby approved authorized and binding upon the Debtors and their estates. The Grandy's Stalking Horse Purchaser shall not be entitled to any break up fee, but shall be entitled to an amount up to \$300,000 as an expense reimbursement provided that such expenses are (i) reasonable and documented, (ii) reasonably detailed documentation supporting such expense reimbursement are provided simultaneously to the Debtors, counsel to the Committee, and the United States Trustee; and (iii) no objection to the payment of such expenses are interposed within five (5) business days after submission of same pursuant to clause (ii) above. Any timely objection to the payment of all or a portion of such expenses that is not resolved among the parties shall be submitted for resolution by this Court. The Debtors' obligation to pay the Grandy's Bid Protections shall survive termination of the Grandy's Asset Purchase Agreement and shall constitute a superpriority administrative expense claim in favor of the Grandy's Stalking Horse Purchaser having superpriority under section 364(c) of the Bankruptcy Code over any and all administrative expenses of the kind specified in sections 503(b) and 507(c) of the Bankruptcy Code, and shall be senior to any and all claims of any creditors of or holders of equity interests in Sellers, including prepetition and postpetition amounts owing to Sellers' prepetition and postpetition senior secured lenders, and which, in

accordance with the bidding procedures, shall be a “carve out” from the collateral securing the obligations owed to the Debtors’ prepetition and postpetition senior secured lenders, and which shall be payable solely as provided in the Grandy’s Asset Purchase Agreement. To the extent that the Grandy’s Stalking Horse Purchaser is not the Successful Bidder, other than as a result of breach of the Grandy’s Stalking Horse Purchaser’s obligations under the Grandy’s Asset Purchase Agreement, the Successful Bidder is authorized and directed to pay the Grandy’s Bid Protections directly to the Grandy’s Stalking Horse Purchaser by wire transfer of immediately available good funds to an account specified by the Grandy’s Stalking Horse Purchaser at the Closing of any Alternative Transaction with the Successful Bidder. To the extent for any reason the Successful Bidder fails to pay the Grandy’s Bid Protections directly to the Grandy’s Stalking Horse Purchaser, the Debtors are authorized and directed to pay the Grandy’s Bid Protections to the Grandy’s Stalking Horse Purchaser in accordance with the terms of the Grandy’s Asset Purchase Agreement without further order of the Court. Neither the Grandy’s Stalking Horse Purchaser, nor the Subordinated Agent or the Subordinated Lenders (as defined in this Court’s Final Order approving Debtor-in-possession financing) shall be entitled to credit bid any portion of the debt owed to it or them by the Debtors for either the Grandy’s Assets, the Souper Salad Assets or both.

21. Except for the Grandy’s Stalking Horse Purchaser, no other party submitting an offer or Bid for the Grandy’s Assets or a Qualified Bid for the Grandy’s Assets shall be entitled to any expense reimbursement or breakup, termination or similar fee or payment.

22. With respect to the proposed sale of the Souper Salad Assets, the Debtors are authorized, but not required, after notice to the U.S. Trustee and the Committee, to designate

a single Qualified Bidder for the Souper Salad Assets as a stalking horse (the “Souper Salad Stalking Horse”) and to provide to such Souper Salad Stalking Horse a breakup fee up to five percent (5%) of the negotiated and agreed purchase price for the Souper Salad Assets (the “Souper Salad Breakup Fee”). If either the U.S. Trustee or the Committee object to the Souper Salad Breakup Fee within three (3) business days of receipt of notice of the Debtors’ intent to provide the Souper Salad Breakup Fee, then the Debtors may seek an expedited hearing on two (2) business days notice to the objecting party to consider approval of such proposed Souper Salad Breakup Fee. Any notice seeking approval of a Souper Salad Breakup Fee in accordance with this paragraph must disclose the proposed Souper Salad Stalking Horse’s identity and further disclose any prior connections between the proposed Souper Salad Stalking Horse and the Debtors and/or its estates, or when negotiations started between the proposed Souper Salad Stalking Horse, or any predecessors thereto, and the Debtors. If no objection is interposed by either the U.S. Trustee or the Committee within three (3) business days of receipt of notice of the Debtors’ intent to provide the Souper Salad Breakup Fee, then the Souper Salad Breakup Fee shall be deemed approved, provided, however, notwithstanding such approval, the Souper Salad Breakup Fee shall not be payable unless any financing, internal approval, due diligence and/or other contingencies are either satisfied or waived prior to the commencement of the Auction. The Souper Salad Breakup Fee will only be paid if: (1) the Qualified Bidder chosen to act as the Souper Salad Stalking Horse is not the Successful Bidder at the Auction with regard to the Souper Salad Assets, other than as a result of breach of the Souper Salad Stalking Horse’s obligations under the Souper Salad Asset Purchase Agreement; and (2) the transaction proposed by such Successful Bidder and/or the Backup Bidder for the Souper Salad Assets (provided that neither the Successful Bidder nor the Backup Bidder is the Souper Salad Stalking Horse) of the

Souper Salad Assets actually closes.

23. Except as otherwise provided in the Grandy's Asset Purchase Agreement or this Bidding Procedures Order, the Debtors' rights are reserved, as they may reasonably determine to be in the best interests of their estates, in consultation with the Committee and their DIP Lenders, to: (a) determine which bidders are Qualified Bidders; (b) determine which Bids are Qualified Bids; (c) determine which Qualified Bid is the highest and best proposal and which is the next highest and best proposal; (d) reject any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code or (iii) contrary to the best interests of the Debtors and their estates; (e) remove some or all of the Acquired Assets from the Auction; (f) waive terms and conditions set forth herein with respect to all potential bidders; (g) impose additional terms and conditions with respect to all potential bidders; (h) extend the deadlines set forth herein; (i) continue or cancel the Auction and/or Sale Hearing in open court without further notice; and (j) modify the Bidding Procedures as they may determine to be in the best interests of their estates or to withdraw the Motion at any time with or without prejudice.

24. Notwithstanding anything to the contrary contained herein or in the Grandy's Asset Purchase Agreement, the Grandy's Asset Purchase Agreement shall be deemed modified as follows: (i) the respective deadlines contained therein for the submission of bids, conduct of an auction, entry of a sale order and the closing of the sale shall each be extended for a period of fifteen (15) days; (ii) the Break Up Fee shall be eliminated and instead the Grandy's Stalking Horse Purchaser shall be entitled solely to an Expense Reimbursement as provided in this Order; and (iii) the indemnification provisions contained in Section 10.2 of the Grandy's Asset Purchase Agreement shall be deleted.

25. The Grandy's Stalking Horse Purchaser shall have standing to contest the Debtors' selection of the Successful Bid for the Grandy's Assets, provided, however, that such standing shall not be interpreted as an admission by the Debtors or any other parties in interest that any such contest by the Grandy's Stalking Horse Purchaser is valid or otherwise has merit, and the rights of the Debtors and all other parties in interest with respect to any such contest are expressly reserved.

26. To the extent that any chapter 11 plan confirmed in these cases or any order confirming any such plan or any other order in these cases (including any order entered after any conversion of these cases to cases under chapter 7 of the Bankruptcy Code) alters, conflicts with or derogates from the provisions of this Bidding Procedures Order, the provisions of this Bidding Procedures Order shall control. The Debtors' obligations under this Bidding Procedures Order, the provision of this Bidding Procedures Order and the portions of the Grandy's Asset Purchase Agreement pertaining to the Bidding Procedures (including all obligations to pay the Grandy's Bid Protections) shall survive confirmation of any plan of reorganization or discharge of claims thereunder and shall be binding upon the Debtors, and the reorganized or reconstituted debtors, as the case may, after the effective date of a confirmed plan or plans in the Debtors' cases (including any order entered after any conversion of these cases to cases under chapter 7 of the Bankruptcy Code).

27. The stays provided for in Bankruptcy Rules 6004(h) and 6006(d) are hereby waived and this Bidding Procedures Order shall be effective immediately upon its entry.

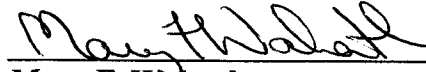
28. All time periods set forth in this Bidding Procedures Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

29. The Debtors are authorized to take all actions necessary to effectuate the

relief granted pursuant to this Bidding Procedures Order in accordance with the Motion.

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

Dated: October 6, 2011
Wilmington, Delaware



Mary F. Walrath,
United States Bankruptcy Judge