



Dated: September 26, 2013, 11:55 AM

The following is ORDERED:

A handwritten signature in black ink, appearing to read "Niles Jackson".

Niles Jackson
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF OKLAHOMA

In re:

Stelera Wireless, LLC,

Debtor-in-Possession.

Chapter 11

Case No. 13-13267

**ORDER (A) APPROVING BIDDING AND SALE PROCEDURES; (B) APPROVING
FORM AND MANNER OF NOTICES; (C) APPROVING FORM OF LICENSE
PURCHASE AGREEMENT, INCLUDING BREAKUP FEE AND EXPENSE
REIMBURSEMENT; (D) SCHEDULING DATES TO CONDUCT AUCTION AND
HEARING TO CONSIDER FINAL APPROVAL OF SALE; AND (E) GRANTING
RELATED RELIEF**

Upon the motion (the "Motion")¹ of the above-captioned debtor and debtor in possession (the "Debtor") for the entry of an order (the "Bidding Procedures Order") approving Bidding Procedures and notice of the Auction relating to the sale of certain of the Debtor's licenses issued by the Federal Communications Commission, approving the Breakup Fee and Expense

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion, the License Purchase Agreement, and/or the Bidding Procedures, as applicable.

Reimbursement of the Stalking Horse Purchaser pursuant to the terms of the License Purchase Agreement, and granting related relief; and it appearing that the relief requested is in the best interests of the Debtor's estate, its creditors and other parties in interest; notice of the Motion having been adequate and appropriate under the circumstances; and good and sufficient cause appearing therefore, 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 Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. The Court has jurisdiction over the Motion and the transactions contemplated by the License Purchase Agreement pursuant to 28 U.S.C. §§ 157 and 1334. 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 sections 105, 363, 364 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004, 6006 and 9014.

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 Debtor's proposed notice of the Bidding Procedures is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the

Auction and the sale of certain of the Debtor's FCC Licenses, the Bidding Procedures to be employed in connection therewith, and the Sale Hearing.

F. The Debtor has 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; and (iii) with respect to the sale of the FCC Licenses, grant certain bid protections as provided in the License Purchase Agreement and in this Bidding Procedures Order.

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

H. The Bidding Procedures are reasonably designed to maximize the value to be achieved for the FCC Licenses.

I. The Breakup Fee and the Expense Reimbursement (collectively, the "Bid Protections") set forth in the License Purchase Agreement shall be paid in accordance with the License Purchase Agreement, and (i) if triggered, shall be deemed an actual and necessary cost and expense of preserving the Debtor's estate, within the meaning of sections 364(c)(1), 503(b)(1) and 507(a)(2) of the Bankruptcy Code, payable as provided in Section 6.2 of the License Purchase Agreement, (ii) are of substantial benefit to the Debtor's estate, (iii) are reasonable and appropriate in light of the size and nature of the sale and the efforts that have been or will be expended by the Stalking Horse Purchaser, (iv) were negotiated by the parties at arm's-length and in good faith, and (v) are necessary to ensure that the Stalking Horse Purchaser will continue to pursue its proposed acquisition of the Assigned Licenses contemplated by the License Purchase Agreement.

J. The proposed sale of the FCC Licenses does not implicate the provisions of section 363(b)(1)(A) of the Bankruptcy Code.

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 and notice 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 Debtor is authorized to take any and all actions necessary to implement the Bidding Procedures.

4. The Debtor may pursue a sale (or sales) of the FCC Licenses and enter into the transactions contemplated by the License Purchase Agreement by conducting an Auction in accordance with the Bidding Procedures.

5. The Auction shall take place on November 20, 2013 at 9:00 a.m. (prevailing Central Time) at the offices of Christensen Law Group, PLLC, 210 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102, or such other place and time as the Debtor shall, after consultation with the Stalking Horse Purchaser, notify all Qualified Bidders, including, but not limited to, the Stalking Horse Purchaser, any official committee of unsecured creditors appointed in this chapter 11 case (the "**Committee**"), counsel for the 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 22, 2013 at 10:00 a.m. (prevailing Central Time).

7. Objections, if any, to the sale of the FCC Licenses and the transactions contemplated by the License Purchase Agreement or any other relief requested in the Motion must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules of the United States Bankruptcy Court for the Western District of Oklahoma; (c) be filed with the clerk of the Bankruptcy Court for the Western District of Oklahoma (or filed electronically via CM/ECF), on or before October 17, 2013 (prevailing Central Time) (the “Sale Objection Deadline”); and (d) be served upon (i) counsel for the Debtor, Christensen Law Group, PLLC, 210 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102; (ii) counsel to the Committee, G. Blaine Schwabe, III, GableGotwals, One Leadership Square, 15th Floor, 211 North Robinson, Oklahoma City, OK 73102-7101; (iii) counsel to the Stalking Horse Purchaser by mail to Edwards Wildman Palmer LLP, 750 Lexington Avenue, New York, NY 10022 (Attn: Thomas Jefferson, Esq. and Steven B. Smith, Esq.), or by email to both Steven B. Smith (SBSmith@edwardswildman.com) and Thomas Jefferson (tjefferson@edwardswildman.com); 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 Central Time) on the same day. Provided, however, service via CM/ECF shall be sufficient for parties described above that have entered an appearance in this bankruptcy case.

8. The notice of the proposed Sale, substantially in the form attached hereto as **Exhibit 2** (the “Sale Notice”), is hereby approved. On or before five (5) business days after entry of this Bidding Procedures Order, the Debtor will cause the Sale Notice to be sent by first-class mail postage prepaid, to the following: (a) all creditors or their counsel known to the Debtor to assert a lien (including any security interest), claim, right, interest or encumbrance of record

against the Debtor or all or any portion of the FCC Licenses; (b) all former customers who are creditors of Debtor; (c) the Office of the United States Trustee; (d) the Federal Communications Commission; (e) all applicable federal, state and local taxing and regulatory authorities of the Debtor or recording offices or any other governmental authorities that, as a result of the sale of the FCC Licenses, may have claims, contingent or otherwise, in connection with the Debtor's ownership of the FCC Licenses or have any known interest in the relief requested by the Motion; (f) the state and local environmental agencies in the jurisdictions where the Debtor owns or leases real property; (g) counsel to the Stalking Horse Purchaser; (h) counsel to the prepetition and postpetition secured lenders; (i) the United States Attorney's office; (j) all parties in interest who have requested notice pursuant to Bankruptcy Rule 2002; (k) counsel to the Committee; (l) all parties to any litigation involving the Debtor; (m) all counterparties to any executory contract or unexpired lease of the Debtor; (n) all other known creditors and interest holders of Debtor; and (o) all potential bidders previously identified or otherwise known to the Debtor.

9. 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 Debtor shall publish the Sale Notice (modified for publication, as necessary) in a national or series of regional papers, websites and / or email facilities, as determined in consultation with the Stalking Horse Purchaser.

10. The Auction and/or Sale Hearing may be continued, by the Debtor, from time to time, with the consent of the 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.

11. The Bid Protections and Section 6.2 of the License Purchase Agreement are hereby approved, authorized and binding upon the Debtor and its estate. The Debtor's obligation to pay the Bid Protections shall survive termination of the License Purchase Agreement and shall constitute a superpriority administrative expense claim in favor of the Stalking Horse Purchaser having superpriority under (i) 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 (ii) sections 503(b)(1)(A) and 507(a)(2), and shall be senior to any and all claims of any creditors of or holders of equity interests in Seller, including prepetition and postpetition amounts owing to Seller's 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 Debtor's prepetition and postpetition senior secured lenders (provided a sale closes at a purchase price of \$4,115,000 or higher) and which shall be payable solely as provided in the License Purchase Agreement. To the extent that the Stalking Horse Purchaser is not the Successful Bidder, other than as a result of breach of the Stalking Horse Purchaser's obligations under the License Purchase Agreement, the Stalking Horse Purchaser is entitled to receive, and the Seller is hereby authorized and directed to promptly pay the Bid Protections directly to the Stalking Horse Purchaser by wire transfer of immediately available good funds to an account specified by the Stalking Horse Purchaser at the Closing of any Successful Overbid Transaction for an amount equal to or greater than \$4,115,000., provided, however, that for the avoidance of any doubt, the Seller shall pay the Bid Protections to the Stalking Horse Purchaser solely from the proceeds it receives from the Successful Bidder-in accordance with the terms of the License Purchase Agreement.

12. Except for the Stalking Horse Purchaser, no other party submitting an offer or Bid for the FCC Licenses or a Qualified Bid for the FCC Licenses shall be entitled to any expense reimbursement or breakup, termination or similar fee or payment.

13. Except as otherwise provided in the License Purchase Agreement or this Bidding Procedures Order, the Debtor's rights are reserved, as it may reasonably determine to be in the best interests of its estate, in consultation with the Committee, , 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 (other than the Stalking Horse Bid) that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code or (iii) contrary to the best interests of the Debtor and its estate; (e) remove some or all of the FCC Licenses from the Auction to the extent permitted in the License Purchase Agreement; (f) waive terms and conditions set forth herein with respect to all potential bidders; (g) impose additional terms and conditions with respect to potential bidders; (h) extend the deadlines set forth herein; (i) postpone 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 the estate.

14. The Stalking Horse Purchaser shall have standing to contest the Debtor's selection of the Successful Bid for the FCC Licenses, provided, however, that such standing shall not be interpreted as an admission by the Debtor or any other parties in interest that any such contest by the Stalking Horse Purchaser is valid or otherwise has merit, and the rights of the Debtor and all other parties in interest with respect to any such contest are expressly reserved. Further, any Auction participant that is a Qualified Bidder, as well as the Committee, shall have

limited standing in order to object solely to the manner in which the Auction was conducted, but only to the extent said objection is: (a) in writing; (b) in compliance with the Bankruptcy Rules and the Local Rules of the United States Bankruptcy Court for the Western District of Oklahoma; (c) filed with the clerk of the Bankruptcy Court for the Western District of Oklahoma (or filed electronically via CM/ECF), one day before the date of the Sale Hearing, November 21, 2013, by 4:00 p.m. (prevailing Central time) (the “Auction Objection Deadline”); and (d) be served upon (i) counsel for the Debtor, Christensen Law Group, PLLC, 210 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102; (ii) counsel to the Committee, G. Blaine Schwabe, III, GableGotwals, One Leadership Square, 15th Floor, 211 North Robinson, Oklahoma City, OK 73102-7101; (iii) counsel to the Stalking Horse Purchaser by mail to Edwards Wildman Palmer LLP, 750 Lexington Avenue, New York, NY 10022 (Attn: Thomas Jefferson, Esq. and Steven B. Smith, Esq.), or by email to both Steven B. Smith (SBSmith@edwardswildman.com) and Thomas Jefferson (tjefferson@edwardswildman.com); 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 Central Time) on the same day

15. To the extent that any chapter 11 plan confirmed in this case or any order confirming any such plan or any other order in this case (including any order entered after any conversion of this case to a case under chapter 7 of the Bankruptcy Code) alters, conflicts with or derogates from the provisions of this Bidding Procedures Order, the provisions of this Bidding Procedures Order shall control. The Debtor’s obligations under this Bidding Procedures Order, the provision of this Bidding Procedures Order and the portions of the License Purchase Agreement pertaining to the Bidding Procedures (including all obligations to pay the Bid Protections) shall survive confirmation of any plan in this chapter 11 case or discharge of claims

thereunder and shall be binding upon the Debtor, and the reorganized or reconstituted Debtor, as the case may, after the effective date of a confirmed plan or plans in the Debtor's case (including any order entered after any conversion of this case to a case under chapter 7 of the Bankruptcy Code).

16. 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.

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

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

19. This Order makes no findings of fact as to the extent, validity or priority of any claimed secured interest in and to the assets to be sold. Further, nothing in this order obligates the United States or any department or branch thereof to approve or consent to the transfer of any interest in the FCC licenses to any third party other than under the terms of the License Purchase Agreement.

20. This Order resolves the Official Unsecured Creditors' Committee's Objection to the Debtor's Auction and Sale of Certain FCC Licenses to Atlantic Tele-Network, Inc. (the "Objection") (Doc. 71)

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APPROVED:

/s/ J. Clay Christensen
J. Clay Christensen (OBA #11789)

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EXHIBIT 1**BIDDING PROCEDURES**

On August 16, 2013, Stelera Wireless, LLC (the “Debtor”) filed a motion (the “Motion”) in the United States Bankruptcy Court for the Western District of Oklahoma (the “Bankruptcy Court”) seeking, among other things, authority to conduct an auction and sale process for certain licenses issued by the Federal Communications Commission to the Debtor (the “FCC Licenses”). On September 19, 2013, the Bankruptcy Court entered an order (the “Bidding Procedures Order”), which, among other things, authorized the Debtor to proceed with its proposed sale and auction process as set forth in more detail below (the “Bidding Procedures”). Accordingly, the Debtor is soliciting bids for the Debtor’s FCC Licenses as follows:

With respect to the FCC Licenses, the Debtor entered into a Stalking Horse License Purchase Agreement by and between Atlantic Tele-Network, Inc. (together with its successors and assigns, the “Stalking Horse Purchaser”), and the Debtor, dated as of August 6, 2013 (the “License Purchase Agreement”), a copy of which is attached to the Motion as **Exhibit 1**. The Debtor is soliciting bids for the FCC Licenses based on the terms of the License Purchase Agreement and, if competing bids are received, the Debtor will conduct an auction to determine the highest and otherwise best bid for the FCC Licenses.

At the conclusion of the auction process, the Debtor will determine which bid constitutes the highest and best offer for the FCC Licenses. The purchaser of the FCC licenses may exclude certain of the licenses from the purchase. The unpurchased portion of the FCC Licenses shall remain with the Debtor and the purchase price shall not be reduced by any exclusion by the successful purchaser of any of the FCC Licenses.

Marketing Process***Contact Parties.***

The Debtor, in consultation with its broker Falkenberg Capital Corporation (“Falkenberg”), has developed a list of parties who the Debtor believes may potentially be interested in and who the Debtor reasonably believes would have the financial resources to consummate a competing transaction for the FCC Licenses (any such transaction, a “Successful Overbid Transaction”), which list includes both potential strategic investors and potential financial investors (each, individually, a “Contact Party”, and collectively, the “Contact Parties”). The Debtor and Falkenberg are already in the process of contacting the Contact Parties to explore their interest in pursuing a Successful Overbid Transaction. The Contact Parties may include parties whom the Debtor or its advisors have previously contacted regarding a transaction, regardless of whether such parties expressed any interest, at such time, in pursuing a transaction. The Debtor will continue to discuss and may supplement the list of Contact Parties throughout the marketing process, as appropriate.

The Debtor may distribute to each Contact Party an “Information Package”, comprising:

- (a) A cover letter;

- (b) A copy of these Bidding Procedures and the Motion;
- (c) A copy of a confidentiality agreement; and
- (d) Such other materials as the Debtor and Falkenberg deem appropriate under the circumstances.

Access to Diligence Materials.

To participate in the bidding process and to receive access to due diligence (the “Diligence Materials”), a party must submit to the Debtor an executed confidentiality agreement in the form and substance satisfactory to the Debtor and evidence demonstrating the party’s financial capability with respect to a Successful Overbid Transaction as determined by the Debtor.

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

The Debtor reserves the right to withhold any Diligence Materials that the Debtor, in its sole discretion, determines are business-sensitive or otherwise not appropriate for disclosure to such Preliminary Interested Investor.

Due Diligence from Bidders.

Each Preliminary Interested Investor and Qualified Bidder (as defined below) shall comply with all reasonable requests for additional information and due diligence access by the Debtor or its advisors regarding such Bidder and its contemplated transaction. Failure by a Preliminary Interested Investor to comply with requests for additional information and due diligence access will be a basis for the Debtor to determine that such bidder is not a Qualified Bidder. Failure by a Qualified Bidder (other than the Stalking Horse Purchaser) to comply with requests for additional information and due diligence access will be a basis for the Debtor to determine that a bid made by such Qualified Bidder is not a Qualified Bid.

Auction Qualification Process

To be eligible to participate in the Auction (defined below), each offer, solicitation or proposal (each, a “Bid”), and each party submitting such a Bid (each, a “Bidder”), must be determined by the Debtor to satisfy each of the conditions set forth below. A Bid may not be considered qualified for the Auction if such Bid does not satisfy each of the following conditions:

Bids for the FCC Licenses.

- (a) Good Faith Deposit: Each Bid must be accompanied by a deposit in the amount of \$400,000 to an interest bearing escrow account to be identified and established by the Debtor or an acceptable, unconditional and irrevocable letter of credit on a financial institution approved by Debtor (the “Good Faith Deposit”).

- (b) Same or Better Terms: Each Bid for the FCC Licenses must be on terms that, in the Debtor's business judgment, are the same or better than the terms of the License Purchase Agreement and must be for all or substantially all of the FCC Licenses.
- (c) Executed Agreement: Each Bid must be based on the License Purchase Agreement and include executed transaction documents, signed by an authorized representative of such Bidder, pursuant to which the Bidder proposes to effectuate a Successful Overbid Transaction (the "Modified License Purchase Agreement"). A Bid shall also include a copy of the License Purchase Agreement marked against the Modified License Purchase Agreement to show all changes requested by the Bidder (including those related to purchase price and to remove all provisions that apply only to the Stalking Horse Purchaser as the stalking horse bidder such as the Breakup Fee and Expense Reimbursement provisions that are contained in the License Purchase Agreement).
- (d) Minimum Bid: Each Bid must propose a minimum cash purchase price equal to or greater than \$4,115,000 (the "Minimum Cash Amount").
- (e) Corporate Authority: Each Bid must include written evidence reasonably acceptable to the Debtor demonstrating appropriate corporate authorization to consummate the proposed Successful Overbid Transaction; provided, however, that, if the Bidder is an entity specially formed for the purpose of effectuating the Successful Overbid Transaction, then the Bidder must furnish written evidence reasonably acceptable to the Debtor of the approval of the Successful Overbid Transaction by the equity holder(s) of such Bidder.
- (f) Proof of Financial Ability to Perform: Each Bid must include written evidence that the Debtor reasonably concludes demonstrates that the Bidder has the necessary financial ability to close the Successful Overbid Transaction. Such information must include, inter alia, the following:
 - (i) contact names and numbers for verification of financing sources;
 - (ii) evidence of the Bidder's internal resources and proof of unconditional debt or equity funding commitments, from a recognized banking institution in the amount of the cash portion of such Bid or the posting of an irrevocable letter of credit from a recognized banking institution issued in favor of the Debtor in the amount of the cash portion of such Bid, in each case, as are needed to close the Successful Overbid Transaction;
 - (iii) the Bidder's current financial statements (audited if they exist); and
 - (iv) any other form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtor demonstrating that such Bidder has the ability to close the Successful Overbid Transaction; provided, however, that the Debtor shall determine, in its reasonable discretion, in consultation with the Debtor's advisors,

whether the written evidence of such financial wherewithal is reasonably acceptable, and shall not unreasonably withhold acceptance of a Bidder's financial qualifications.

- (g) Contingencies: Each Bid (i) may not contain representations and warranties, covenants, termination rights materially more onerous in the aggregate to the Debtor than those set forth in the License Purchase Agreement and (ii) may not be conditioned on obtaining financing or any regulatory (other than FCC approval), shareholder, internal or any other approval, or on the outcome or review of due diligence, but may be subject to the accuracy in all material respects of specified representations and warranties at the Closing.
- (h) Irrevocable: Each Bid must be irrevocable through the Auction, provided, however, that if such Bid is accepted as the Successful Bid or the Backup Bid (each as defined herein), such Bid shall continue to remain irrevocable, subject to the terms and conditions of the Bidding Procedures.
- (i) Bid Deadline: The following parties must receive a Bid for the FCC Licenses in writing, on or before November 12, 2013 **at 4:00 p.m. (prevailing Central Time)** or such earlier date as may be agreed to by the Debtor (the "Bid Deadline"): (i) the Debtor, Stelera Wireless, LLC, c/o Christensen Law Group, PLLC, 210 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102; (ii) counsel for the Debtor, Christensen Law Group, PLLC, 210 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102; (iii) counsel to official committee of unsecured creditors appointed in this chapter 11 case, G. Blaine Schwabe, III, GableGotwals, One Leadership Square, 15th Floor, 211 North Robinson, Oklahoma City, OK 73102-7101 (the "Committee"); (iv) counsel to the Stalking Horse Purchaser by mail to Edwards Wildman Palmer LLP, 750 Lexington Avenue, New York, NY 10022 (Attn: Thomas Jefferson, Esq. and Steven B. Smith, Esq.), or by email to both Steven B. Smith (SBSmith@edwardswildman.com) and Thomas Jefferson (tjefferson@edwardswildman.com); and (v) Falkenberg, Suite #1108, Cherry Creek Plaza I, 600 South Cherry Street, Denver, Colorado 80246-1716.

Qualified Bids.

A Bid received from a Bidder before the Bid Deadline that meets the above requirements shall constitute a "Qualified Bid", and such Bidder shall constitute a "Qualified Bidder". Notwithstanding anything herein to the contrary, the License Purchase Agreement submitted by the Stalking Horse Purchaser shall be deemed a Qualified Bid, and the Stalking Horse Purchaser a Qualified Bidder. In addition, the Stalking Horse Purchaser will receive, from each Bidder, a copy of any Bids at the time such Bid is submitted to the Debtor. The Debtor shall use reasonable efforts to inform counsel to the Stalking Horse Purchaser whether the Debtor will consider such Bids to be Qualified Bids by three (3) days prior to the Auction (and in any event will inform the Stalking Horse Purchaser of any ongoing Bid negotiations by or before such time) but in any event no later than one (1) day prior to the Auction.

Auction

Auction for the FCC Licenses.

If one or more Qualified Bids (other than the License Purchase Agreement submitted by the Stalking Horse Purchaser) are received by the Bid Deadline, the Debtor will conduct an auction (the “Auction”) to determine the highest and best Qualified Bid. This determination shall take into account any factors the Debtor reasonably deems relevant to the value of the Qualified Bid to the estate and may include, among other things, the following: (a) the amount and nature of the consideration; (b) the number, type and nature of any changes to the License Purchase Agreement requested by each Bidder; (c) the extent to which such modifications are likely to delay closing of the sale of the FCC Licenses and the cost to Seller of such modifications or delay; (d) the total consideration to be received by Seller; (e) the likelihood of the Bidder’s ability to close a transaction and the timing thereof; and (f) the net benefit to the estate, taking into account the Stalking Horse Purchaser’s rights to the Breakup Fee and Expense Reimbursement (collectively, the “Bid Assessment Criteria”). For avoidance of doubt, the Successful Bid must include cash in an amount no less than the Minimum Cash Amount (it being agreed that the Minimum Cash Amount required of the Stalking Horse Purchaser shall be reduced by the dollar value of Escrow Funds that have not been refunded, the Expense Reimbursement and the Breakup Fee). If no Qualified Bid (other than the License Purchase Agreement) is received by the Bid Deadline, the Debtor will not conduct the Auction, and the Debtor shall promptly pursue entry of an order by the Court authorizing the Sale to the Stalking Horse Purchaser. Unless otherwise agreed to by the Stalking Horse Purchaser in its sole discretion, only Qualified Bidders may participate in the Auction.

Procedures for Auction

The Auction shall take place on Wednesday November 20, 2013 **at 9:00 a.m. (prevailing Central Time)** at the offices of counsel for the Debtor, Christensen Law Group, PLLC, 210 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102, or such other place and time as the Debtor shall, after consultation with the Stalking Horse Purchaser, notify all Qualified Bidders, including, without limitation, the Stalking Horse Purchaser, the Committee, counsel for the Stalking Horse Purchaser and other invitees. The Auction shall be conducted according to the following procedures:

Only the Debtor and their counsel, members of the Committee and its counsel, the Stalking Horse Purchaser and its counsel, and any other Qualified Bidder, in each case, along with their representatives, shall attend the Auction in person, and only the Stalking Horse Purchaser and such other Qualified Bidders will be entitled to make any additional Bids at the Auction.

The Debtor Shall Conduct the Auction.

The Debtor and its professionals shall direct and preside over the Auction. Other than as expressly set forth herein, the Debtor may conduct the Auction in the manner it determines will result in the highest, best, or otherwise financially superior offer for the respective FCC Licenses that are the subject of the Auction. At the start of the Auction, the Debtor shall describe the terms of the highest and best Qualified Bid or Qualified Bids (each such highest and best Qualified

Bid, the “Auction Baseline Bid”). Each Qualified Bidder participating in the Auction must confirm that it has not engaged in any collusion with respect to the bidding or sale of any of the FCC Licenses.

Terms of Overbids.

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

- (a) Minimum Overbid Increments Applicable to Respective Auctions: Any Overbid after and above the respective Auction Baseline Bid shall be made in increments valued at not less than \$50,000. Additional consideration in excess of the amount set forth in the respective Auction Baseline Bid may include cash and/or noncash consideration and, in the case of a Bid by the Stalking Horse Purchaser, a credit bid of the Expense Reimbursement and the Breakup Fee.
- (b) Stalking Horse Purchaser May Credit Bid Protections: The Stalking Horse Purchaser shall be permitted to bid at the Auction, if any, and shall be permitted to credit bid the full amount of Expense Reimbursement and the Breakup Fee pursuant to any Overbid in connection with each round of bidding in the Auction.
- (c) Remaining Terms Are the Same as for Qualified Bids: Except as modified herein, an Overbid at any 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 Debtor accepts a higher Overbid.

At the Debtor’s discretion, to the extent not previously provided (which shall be determined by the Debtor), a Bidder submitting an Overbid at any Auction must submit, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtor) demonstrating such Bidder’s ability to close the Successful Overbid Transaction proposed by such Overbid.

Announcement and Consideration of Overbids.

- (a) Announcement of Overbids: At each respective Auction, the Debtor shall announce at the Auction the material terms of each Overbid and the basis for calculating the total consideration offered in each such Overbid.
- (b) Consideration of Overbids: The Debtor reserves the right, in its reasonable business judgment, to make one or more continuances of any Auction to, among other things: facilitate discussions between the Debtor and individual Qualified Bidders; allow individual Qualified Bidders to consider how they wish to proceed; and give Qualified Bidders the opportunity to provide the Debtor with such additional evidence as the Debtor in its reasonable business judgment may require, that the Qualified Bidder has sufficient internal resources, or has received

sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed Successful Overbid Transaction at the prevailing Overbid amount.

Backup Bidder.

Notwithstanding anything in the Bidding Procedures to the contrary, if an Auction is conducted, the party or combination of parties with the next highest or otherwise best Qualified Bid or combination of Qualified Bids at the Auction, which may include the Stalking Horse Purchaser, as determined by the Debtor, in the exercise of its business judgment, will be designated as the potential backup bidder (each a “Potential Backup Bidder”). In the event that a Qualified Bidder is identified by the Debtor as a Potential Backup Bidder, such party shall be required to serve as a backup bidder if selected to do so (each a “Backup Bidder” and, collectively, the “Backup Bidders”).

Each Backup Bidder shall be required to keep its initial Bid (or if the Backup Bidder submitted one or more Overbids at the Auction, its final Overbid) (the “Backup Bid”) open and irrevocable until the earlier of 5:00 p.m. (prevailing Central Time) on the date that is thirty (30) days after the date of the Auction (the “Outside Backup Date”) or the closing of the transaction with the Successful Bidder (defined herein), whichever is later. Following the Sale Hearing, if any Successful Bidder fails to consummate an approved transaction, because of a breach or failure to perform on the part of such Successful Bidder within twenty (20) days following the entry of an order approving such transaction and satisfaction of all closing conditions applicable to the Successful Bidder, the Debtor shall designate one or more Backup Bidders to be the new Successful Bidder, and the Debtor will be authorized and required to consummate the transaction with the Backup Bidder offering the next highest Bid without further order of the Bankruptcy Court.

In the event the next highest Backup Bidder fails to consummate the purchase of the FCC Licenses, Debtor will select the Backup Bidder offering the next highest Bid as the next Successful Bidder. This process will continue until a Successful Bidder consummates a transaction to purchase the FCC Licenses.

Provided, however, the Stalking Horse Purchaser shall only be designated as a Backup Bidder if its Bid is second highest at the Auction. In the event that two or more Bids received at the Auction are higher than the Stalking Horse Purchaser’s final Bid, it shall not be designated as a Backup Bidder. Further, if the Stalking Horse Purchaser is required to consummate the transaction as a Backup Bidder, then the Stalking Horse Purchaser shall only be required to pay the “Backup Purchase Price” of \$3,735,000.00. Only the Stalking Horse Purchaser shall be entitled to the Backup Purchase Price provision.

If any Successful Bidder or Backup Bidder defaults and fails to consummate the transaction as discussed above, the defaulting Successful Bidder’s and Backup Bidder’s deposit shall be forfeited to the Debtor, and the Debtor specifically reserves the right to seek all available damages from the defaulting Successful Bidder. The deposit of the any Backup Bidder (other than the deposit of the Stalking Horse Purchaser) shall be held by the Debtor until the earlier of

72 hours after (i) the closing of the transaction with the eventual Successful Bidder for the FCC Licenses bid upon by such Backup Bidder and (ii) the Outside Backup Date.

Additional Procedures.

The Debtor may announce at the Auction additional procedural rules that are reasonable under the circumstances for conducting the Auction so long as such rules are not inconsistent in any material respect with these Bidding Procedures or the License Purchase Agreement.

Consent to Jurisdiction as Condition to Bidding.

The Stalking Horse Purchaser, all Qualified Bidders and all Bidders at the Auction shall be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the License Purchase Agreement, the Auction or the construction and enforcement of any Successful Overbid Transaction Documents.

Closing the Auction.

The Auction shall continue until there is only one Qualified Bid that the Debtor determines in its reasonable business judgment, after consultation with their financial and legal advisors and the Committee, is the highest and best Qualified Bid/Overbid at the Auction (the “Successful Bid”, and the Bidder submitting such Successful Bid, the “Successful Bidder”, and the transaction in respect of the Successful Bid, the “Overbid Transaction”). In making this decision, the Debtor, in consultation with its financial and legal advisors, shall consider the Bid Assessment Criteria and its contractual obligations to the Stalking Horse Bidder under circumstances where it may become the Sole Backup Bidder.

The Auction shall not close unless and until all Qualified Bidders who have submitted Qualified Bids for such FCC Licenses have been given a reasonable opportunity to submit an Overbid at the Auction to the then-existing Overbid. The Auction shall not be deemed closed until a Successful Bidder (who may be the Sole Backup Bidder) has submitted fully executed sale and transaction documents memorializing the terms of its Successful Bid.

The Debtor shall not consider any Bids submitted after the conclusion of the Auction.

Bid Protections

In the event the Stalking Horse Purchaser is not selected as the Successful Bidder or Sole Backup Bidder, then the Stalking Horse Purchaser shall be entitled to, and the Debtor shall pay to the Stalking Horse Purchaser: (a) the Breakup Fee in the amount of \$115,000; and (b) the Expense Reimbursement, in an amount of up to \$50,000, in each case, pursuant to the terms of the License Purchase Agreement and the Bidding Procedures Order. The payment of the Breakup Fee and Expense Reimbursement, which shall only be from the proceeds of this sale, shall not be delayed based upon the Committee’s investigation regarding whether the USDA is entitled to proceeds of this sale. In addition, the Escrow Funds shall be returned to the Stalking Horse Purchaser in accordance with the terms of the License Purchase Agreement.

Pursuant to the Bidding Procedures Order, except for the Stalking Horse Purchaser, no other party submitting an offer or Bid for the FCC Licenses or a Qualified Bid for the FCC Licenses shall be entitled to any expense reimbursement, breakup fee, termination or similar fee or payment.

Sale Hearing

The Debtor will hold a hearing (the “Sale Hearing”) on November 22, 2013 at 10:00a.m. at which the Debtor will seek approval of the transactions contemplated by the License Purchase Agreement and/or any Successful Bid. Objections, if any, to the sale of the FCC Licenses to any Successful Bidder, the transactions contemplated by the License Purchase Agreement, and/or the relief requested in the Motion must be in writing and filed with the Court no later than 4:00 p.m. (prevailing Central time) on October 17, 2013 and be served such that they are actually received by (i) the Debtor, Stelera Wireless, LLC, c/o Christensen Law Group, PLLC, 210 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102; (ii) counsel for the Debtor, Christensen Law Group, PLLC, 210 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102; (iii) counsel to the Committee, G. Blaine Schwabe, III, GableGotwals, One Leadership Square, 15th Floor, 211 North Robinson, Oklahoma City, OK 73102-7101; (iv) counsel to the Stalking Horse Purchaser by mail to Edwards Wildman Palmer LLP, 750 Lexington Avenue, New York, NY 10022 (Attn: Thomas Jefferson, Esq. and Steven B. Smith, Esq.), or by email to both Steven B. Smith (SBSmith@edwardswildman.com) and Thomas Jefferson (tjefferson@edwardswildman.com); and (v) Falkenberg, Suite #1108, Cherry Creek Plaza I, 600 South Cherry Street, Denver, Colorado 80246-1716.

Any Auction participant that is a Qualified bidder shall have limited standing in order to object solely to the manner in which the Auction was conducted, but only to the extent said objection is: (a) in writing; (b) in compliance with the Bankruptcy Rules and the Local Rules of the United States Bankruptcy Court for the Western District of Oklahoma; (c) filed with the clerk of the Bankruptcy Court for the Western District of Oklahoma (or filed electronically via CM/ECF), one day before the date of the Sale Hearing, November 21, 2013, by 4:00 p.m. (prevailing Central time) (the “Auction Objection Deadline”); and (d) be served upon (i) counsel for the Debtor, Christensen Law Group, PLLC, 210 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102; (ii) counsel to the Committee, G. Blaine Schwabe, III, GableGotwals, One Leadership Square, 15th Floor, 211 North Robinson, Oklahoma City, OK 73102-7101; (iii) counsel to the Stalking Horse Purchaser by mail to Edwards Wildman Palmer LLP, 750 Lexington Avenue, New York, NY 10022 (Attn: Thomas Jefferson, Esq. and Steven B. Smith, Esq.), or by email to both Steven B. Smith (SBSmith@edwardswildman.com) and Thomas Jefferson (tjefferson@edwardswildman.com); 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 Central Time) on the same day.

Return of Good Faith Deposits

The Good Faith Deposits of all Qualified Bidders shall be held in one or more escrow accounts by the Debtor, but shall not become property of the Debtor’s estate absent further order of the Court. Any fees of escrow will be subtracted from the escrow proceeds. The escrow fees for each escrow account are not expected to exceed \$3,000.00. The Good Faith Deposit of any Qualified Bidder that is neither a Successful Bidder nor a Backup Bidder shall be returned to

such Qualified Bidder not later than two (2) business days after the Sale Hearing. The Good Faith Deposit of each Backup Bidder, if any, shall be returned to the respective Backup Bidder on the date that is 72 hours after the earlier of (a) the closing of the transaction with the Successful Bidder for the FCC Licenses bid upon by such Backup Bidder and (b) the Outside Backup Date. The deposit of the Stalking Horse Purchaser, if not chosen as the Successful Bidder, shall be returned to the Stalking Horse Purchaser in accordance with the terms of the License Purchase Agreement. Upon the return of the Good Faith Deposits, their respective owners shall receive interest that will have accrued thereon after deduction of associated escrow costs and expenses. If a Successful Bidder (or the Sole Backup Bidder) timely closes its winning transaction, its Good Faith Deposit, plus interest thereon after deduction of associated escrow expenses, shall be credited towards its purchase price.

Reservation of Rights

Except as otherwise provided in the License Purchase Agreement and the Bidding Procedures or the Sale Order, the Debtor further reserves the right as it may reasonably determine to be in the best interest of its estate, in consultation with the Committee, 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 (other than the License Purchase Agreement) that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code or (iii) contrary to the best interests of the Debtor and its estate; (e) remove some or all of the FCC Licenses 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 it may determine to be in the best interests of its estate or to withdraw the Motion at any time with or without prejudice.

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF OKLAHOMA	
In re:	Chapter 11
Stelera Wireless, LLC,	Case No. 13-13267
Debtor-in-Possession.	

NOTICE OF AUCTION AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On August 16, 2013, Stelera Wireless, LLC (the “Debtor”) filed its Motion for entry of an order (the “Bidding Procedures Order”), among other things, (a) approving bid procedures (the “Bidding Procedures”), as well as certain bid protections, for the sale of all or substantially all of the Debtor’s FCC Licenses (the “Sale”); (b) approving the form and manner of notice of the Sale; (c) scheduling an auction (the “Auction”) and a sale hearing (the “Sale Hearing”) to consider approval of the proposed Sale; and (d) approving the execution of the License Purchase Agreement for the Sale with Atlantic Tele-Network, Inc. (together with its successors and assigns, the “Stalking Horse Purchaser”), approving the proposed break-up fee and expense reimbursement for the benefit of the Stalking Horse Purchaser in connection therewith, and authorizing the Debtor to perform such obligations in connection therewith which arise prior to the Sale Hearing. The Motion additionally requests entry of an order (the “Sale Order”) approving (i) the Sale free and clear of liens, claims, encumbrances and interests; and (ii) certain related relief.

2. On September 19, 2013, the United States Bankruptcy Court for the Western District of Oklahoma entered the Bidding Procedures Order [Docket No.]. Pursuant to the Bidding Procedures Order, the Auction shall take place on November 20, 2013, **at 9:00 a.m. (prevailing Central Time)** at the offices of Christensen Law Group, PLLC, 210 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102, or such other place and time as the Debtor shall, after consultation with the Stalking Horse Purchaser, notify all Qualified Bidders, including, without limitation, the Stalking Horse Purchaser, the Committee, counsel for the Stalking Horse Purchaser and other invitees. Only parties that have submitted a Qualified Bid in accordance with the Bidding Procedures, attached to the Bidding Procedures Order as Exhibit 1, by no later than November 12, 2013 **at 4:00 p.m. (prevailing Central Time)** (the “Bid Deadline”) may participate at the

auction. Any party that wishes to take part in this process and submit a bid in connection with the Sale must submit a competing bid prior to the Bid Deadline and in accordance with the Bidding Procedures. Parties interested in receiving information regarding the sale of the FCC Licenses should contact the Debtor's investment bankers, Falkenberg Capital Corporation, Suite #1108, Cherry Creek Plaza I, 600 South Cherry Street, Denver, Colorado 80246-1716, Telephone (303) 320-4800, Email: bruce@fcapital.com.

3. The Sale Hearing to consider approval of the Sale to the Stalking Horse Purchaser and/or such other Successful Bidder (as defined in the Bidding Procedures) free and clear of all liens, claims and encumbrances will be held before the Honorable Niles L. Jackson, United States Bankruptcy Judge, on November 22, 2013 **at** 10:00 a.m. **(prevailing Central Time)**, or at such earlier date as counsel may be heard. The Sale Hearing may be continued from time to time without further notice to creditors or parties in interest other than by announcement of the continuance in open court on the date scheduled for the Sale Hearing.

4. Objections, if any, to the Sale, or the relief requested in the Motion (including with respect to cure amounts and, solely with respect to the Stalking Horse Purchaser, adequate assurance) 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 Western District of Oklahoma, 215 Dean A. McGee Ave Room 147, Oklahoma City, OK 73102 (or filed electronically via CM/ECF), on October 17, 2013, or such earlier date and time as the Debtor may agree and (d) be served so as to be received no later than 4:00 p.m. (prevailing Central Time) on the same day, upon: (i) counsel to the Debtor, Christensen Law Group, PLLC, 210 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102; (ii) counsel to official committee of unsecured creditors appointed in this chapter 11 case, , G. Blaine Schwabe, III, GableGotwals, One Leadership Square, 15th Floor, 211 North Robinson, Oklahoma City, OK 73102-7101 (the "Committee"); (iii) counsel to the Stalking Horse Purchaser by mail to Edwards Wildman Palmer LLP, 750 Lexington Avenue, New York, NY 10022 (Attn: Thomas Jefferson, Esq. and Steven B. Smith, Esq.), or by email to both Steven B. Smith (SBSmith@edwardswildman.com) and Thomas Jefferson (tjefferson@edwardswildman.com); and (iv) the Office of the United States Trustee.

5. This Notice and the Sale Hearing are subject to the fuller terms and conditions of the Motion, the Bidding Procedures Order and the Bidding Procedures, which shall control in the event of any conflict, and the Debtor encourages parties in interest to review such documents in their entirety. Copies of the Motion, the License Purchase Agreement, the Bidding Procedures, and/or the Bidding Procedures Order may be obtained by written request to counsel to the Debtor, Stelera Wireless, LLC, c/o Christensen Law Group, PLLC, 210 Park Avenue, Suite 700, Oklahoma City, Oklahoma 73102. [In addition, copies of the aforementioned pleadings may be found at www.americanlegalclaims.com/stelera

Respectfully submitted,

/s/ J. Clay Christensen

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--and--

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