

EXHIBIT C

Bidding Procedures

BIDDING PROCEDURES

These Bidding Procedures set forth the process by which Flying J Inc. ("FJI") and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors") are authorized to conduct a sale (the "Sale") by auction (the "Auction") of (i) all or substantially all of the assets (the "Acquired Assets") of Longhorn Partners Pipeline, L.P. ("LPP"), (ii) barrels of petroleum products owned by Longhorn Pipeline, Inc. ("LPI") that are located in the Pipeline System (as defined in the Purchase Agreement (as hereinafter defined)), in LPP's storage tanks in Crane, Texas and at LPP's El Paso terminal (the "Main Line Fill") and (iii) barrels of petroleum products owned by FJI that are located in the section of the Pipeline System from Crane, Texas to Odessa, Texas (the "Spur Line Fill").

These Bidding Procedures were approved by order dated [] (the "Bidding Procedures Order") of the United States Bankruptcy Court for the District of Delaware (the "Court"), in which the Debtors' jointly administered chapter 11 bankruptcy cases are pending, pursuant to the motion of the Debtors (the "Bidding Procedures Motion") for an order, among other things: (a) establishing bidding and notice procedures and bid protections in connection with the Sale; (b) approving the form and manner of the sale notice; (c) scheduling a sale hearing date; and (d) approving procedures for noticing and determining cure amounts in connection with the assumption and assignment of executory contracts and unexpired leases. Any party desiring to obtain a copy of the Sale Motion may do so by contacting Debtors' counsel at Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654 Attn.: Jeffrey Gettleman, Esq. and David Zubkis.

Substantially all of the assets of LPP are presently subject to purchase by Magellan Midstream Partners, L.P. (the "Purchaser" or the "Stalking Horse Bidder") pursuant to that certain Purchase and Sale Agreement, dated as of June 19, 2009, by and between LPP and the Purchaser (as amended, modified, supplemented or waived from time to time, the "Purchase Agreement") and, unless a Line Fill Termination Notice has been delivered by LPP, the Main Line Fill and the Spur Line Fill are subject to purchase by the Purchaser pursuant to, respectively, that certain Main Line Fill Purchase Agreement, by and between LPI and the Purchaser in the form of Exhibit A-1 to the Purchase Agreement (the "Main Line Fill Purchase Agreement") and that certain Spur Line Fill Purchase Agreement by and between FJI and the Purchaser in the form of Exhibit A-2 to the Purchase Agreement (the "Spur Line Fill Purchase Agreement"). Unless a Line Fill Termination Notice is delivered by LPP in accordance with the Purchase Agreement, each of the Main Line Fill Purchase Agreement and the Spur Line Fill Purchase Agreement is to be delivered by the Purchaser at the closing of the transactions contemplated by the Purchase Agreement and the transactions contemplated by the Main Line Fill Purchase Agreement and the Spur Line Fill Purchase Agreement are to be consummated simultaneously with the closing of the transactions contemplated by the Purchase Agreement.

A more complete listing of the assets available for inclusion in the Sale are set forth in the Purchase Agreement, the Main Line Fill Purchase Agreement and the Spur Line Fill Purchase Agreement, as applicable, copies of which are available at the following website: <http://chapter11.epiqsystems.com/flyingj/longhornsale>. Any interested bidder should contact Garfield L. Miller III at Aegis Energy Advisors Corp., 708 Third Avenue, New York, NY 10017

or Jonathan Kaufman at the Blackstone Group, 345 Park Avenue, 30th Floor, New York, NY 10154.

Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Purchase Agreement or, to the extent not defined therein, the Sale Motion.

1. Bidding Process

These Bidding Procedures set forth, among other things, the manner in which bidders and bids become Qualified Bidders and Qualified Bids (each as defined below), the receipt and negotiation of bids received, the conduct of any subsequent Auction (as defined below), the ultimate selection of the Successful Bidder(s) and Back-Up Bidder (as defined below), and Court approval thereof (collectively, the "Bidding Process"). Any party who wishes to participate in the Bidding Process must submit a bid in accordance with the procedures set forth herein.

2. Confidentiality Agreements

Any prospective bidder that wishes to receive information regarding the Acquired Assets, the Main Line Fill and/or the Spur Line Fill must execute a confidentiality agreement, in form and substance satisfactory to the Debtors (a "Confidentiality Agreement"). Upon execution and delivery of a Confidentiality Agreement, the Debtors may, in their discretion, provide information to any such prospective bidder, schedule management presentations and make management otherwise available to selected bidders, in each case prior to the Bid Deadline.

3. Determination of "Qualified Bidder" Status

In order to be a Qualified Bidder (as hereinafter defined) for the Acquired Assets, the Main Line and/or the Spur Line Fill, a bidder must deliver the Qualified Bid Required Documents (as defined below) **so as to be received by the parties specified in Section 5 hereof by not later than 4:00 p.m. (prevailing Eastern Time) on July 17, 2009 (the "Bid Deadline").**

When used herein and without limiting the requirements of the proviso to the first sentence of the first paragraph after Section 3(e) below after delivery of the Funds Certification Notice and satisfaction of the condition set forth in Section 12.1(b) of the Purchase Agreement, "Qualified Bid Required Documents" means:

- (a) a letter, executed by such bidder, (i) setting forth the cash purchase price proposed to be paid by such bidder for the Acquired Assets proposed to be acquired by such bidder and confirming whether such bidder intends to purchase the Main Line Fill and the Spur Line Fill, (ii) stating that the bid submitted by such bidder is irrevocable until the conclusion of the Sale Hearing (as defined in the Sale Order), (iii) stating that such bid and the agreements, exhibits and schedules referred to in clause (b) immediately below, have been duly authorized, executed and delivered by such bidder and that no further internal or equityholder approvals are required with respect to any such matter, (iv) setting forth each regulatory and third-party approval required by such bidder for the consummation of the purchase and sale of the Acquired Assets, the Main Line Fill and the Spur Line Fill, as applicable,

and the time period within which such bidder expects to receive such regulatory and third-party approvals (and, in the case, that any such regulatory or third-party approval is expected to take more than 30 days after execution and delivery of a purchase and sale agreement, what actions such bidder is prepared to take to ensure prompt receipt of such approval(s)) and (v) confirming that the bid submitted by such bidder is not conditioned on receipt of financing or the outcome of any due diligence investigation regarding the Acquired Assets, the Main Line Fill or the Spur Line Fill, as applicable;

- (b) clean purchase and sale agreement(s), duly authorized, executed and delivered by such bidder, for the Acquired Assets consistent in all material respects with clause (a) immediately foregoing, together with all exhibits and schedules to each of the foregoing (the "Modified Purchase Agreements") and marked Modified Purchase Agreements reflecting the variations from, as applicable, the Purchase Agreement, the Main Line Fill Purchase Agreement, the Spur Line Fill Purchase Agreement, and each other exhibit and schedule thereto (with it being understood that the Modified Purchase Agreements for each bidder shall show with precision any changes to the assets, contracts, leases and liabilities to be assumed or purchased by such bidder relative to the Purchaser);
- (c) to the extent that the bidder is proposing to pay for the Acquired Assets, the Main Line Fill and/or the Spur Line Fill, in whole or in part, from cash on its balance sheet, recent audited financial information and confirmation that such bidder's cash position has not materially decreased, nor is expected to materially decrease, from that reflected in such audited financial information and to the extent that such bidder is proposing to pay for the Acquired Assets, the Main Line Fill and/or the Spur Line Fill with funds from any third-party financing source (whether debt or equity), includes copies of written firm commitments for such financing (including, without limitation, any existing credit facility) executed by all parties thereto;
- (d) does not request or entitle the bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment; and
- (e) includes a cash deposit in the amount of \$12,500,000; provided, however that the Secured Lenders shall not be required to provide a cash deposit in the event they exercise their right to credit bid, but only to the extent of their credit bid.

Subject to other bids being deemed Qualified Bids in accordance with this Section 3, any bid meeting the above requirements shall constitute a "Qualified Bid" and the bidder submitting such Qualified Bid referred to herein as a "Qualified Bidder"; provided that, if a Funds Certification Notice has been delivered by Buyer in accordance with the Purchase Agreement and the condition set forth in Section 12.1(b) of the Purchase Agreement has been fully satisfied prior to the Bid Deadline, a bid shall only be deemed a "Qualified Bid" if such bid provides value to the Debtors, as determined by the Debtors in their reasonable business judgment after consultation with the Creditors' Committee and the Secured Lenders, of at least \$1,000,000 more than the sum of the value provided to the Debtors by the Purchase Agreement plus the Break-Up

Fee. Upon submission of a bid prior to the Bid Deadline (and whether or not such bid is ultimately determined to be a Qualified Bid), the bidder shall, at the request of the Debtors, include information that, in the discretion of the Debtors after consultation with the Creditors' Committee and the Secured Lenders,¹ evidences the bidder's financial wherewithal and operational ability to consummate the transaction proposed by its bid, including, without limitation, such financial and other information setting forth adequate assurance of future performance under section 365 of the Bankruptcy Code in a form requested by the Debtors to allow the Debtors to serve within one business day after such receipt of such information on counter-parties to any contracts or leases being assigned in connection with the proposed sale that have requested, in writing, such information.

Prior to the Auction, the Debtors reserve the right to (a) subject to Section 9, solicit bids for the Acquired Assets, the Main Line Fill, and/or the Spur Line Fill, (b) subject to execution and delivery by a bidder of a Confidentiality Agreement, provide information regarding the Acquired Assets, the Main Line Fill and/or the Spur Line Fill and liabilities related thereto, (c) discuss the terms of any bid submitted, and (d) request clarifications or resubmission of any bid, and upon receipt of any such clarification or resubmission, to deem a bid as a Qualified Bid even if it was not such a Qualified Bid prior to such clarification or resubmission;

For all purposes of the Bidding Process:

(i) the Purchaser shall be deemed a Qualified Bidder and the Purchase Agreement and, to the extent LPP has not delivered a Line Fill Termination Notice, the Main Line Fill Purchase Agreement and the Spur Line Fill Purchase Agreement shall be deemed a Qualified Bid; and

(ii) each lender pursuant to the DIP Facility and the Seller Note (collectively, the "Acquired Assets Secured Lenders") and each lender party to the Merrill Lynch Agreement (the "Main Line Fill Secured Lenders", and together with the Acquired Assets Secured Lenders, the "Secured Lenders"), pursuant to the Interim Order Under 11 U.S.C. §§ 105(a), 361, 362(c)(2), 363(e) and 364 and Fed. R. Bank. P. 2002, 4001 and 9014 (I) (A) Authorizing Debtors to Obtain Post-Petition Financing and (B) Utilize Cash Collateral, and (II) Granting Adequate Protection to Prepetition Secured Parties [Docket No. 1024], have preserved their rights under section 363(k) of the Bankruptcy Code and are hereby deemed Qualified Bidders (in the case of the Acquired Assets Secured Lenders, with respect to the Acquired Assets, and in the case of the Main Line Fill Secured Lenders, with respect to the Main Line Fill); provided, however, that if the Acquired Assets Secured Lenders or the Main Line Fill Secured Lenders, as applicable, intend to submit a credit bid with respect to the Acquired Assets or the Main Line Fill, as applicable, they shall do so in accordance with the requirements of Section 3 hereto (as adjusted as necessary with respect to clause (c) of this Section 3 to reflect the credit bid) by the Bid Deadline and, if they intend to increase such credit bid, they shall do so at the Auction in order to be a Qualified Bid.

The Debtors shall provide copies of bids, and a list of parties submitting bids, to counsel and financial advisors for the Creditors' Committee and the Secured Lenders as soon as is

¹ The Secured Lenders consultation rights are limited in all respects only to issues affecting their collateral.

reasonably practicable after the Bid Deadline or such bid is otherwise received. The Debtors, in consultation with the Creditors' Committee and the Secured Lenders, shall make a determination regarding whether a bid is a Qualified Bid and shall notify bidders whether their bids have been determined to be Qualified Bids by no later than 4:00 p.m. on July 22, 2009 (the "Qualified Bidder Notification Deadline"). The Qualified Bidder Notification Deadline may be extended by the Debtors, in their sole discretion, at any time and from time to time; provided that, if the Qualified Bidder Notification Deadline is extended, the Debtors will promptly notify each bidder that has submitted a Qualified Bid prior to the pre-extension deadline time of such extension.

4. **Aggregate Bids**

Persons who collectively are referred to as a "Qualified Bidder" need not be Affiliated Persons and need not act in concert with one another and the Debtors may aggregate separate bids from unaffiliated persons to create one "Qualified Bid" from one or more "Qualified Bidders"; provided, however, that all bidders shall remain subject to the provisions of 11 U.S.C. § 363(n) regarding collusive bidding.

5. **Deadline for Submission**

All bids (including the Secured Lenders' credit bid) must be submitted to the following so as to be received **by the Bid Deadline**:

- (a) Flying J Inc., 1104 Country Hills Drive, Ogden, UT 84403; Attn.: General Counsel;
- (b) Blackstone Advisory Services L.P., 345 Park Avenue, New York, New York 10154; Attn.: Peter Laurinaitis;
- (c) Aegis Energy Advisors Corp., 708 Third Avenue, New York, New York, 10017; Attn.: Garfield L. Miller III;
- (d) Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn.: Adam C. Paul;
- (e) Young Conaway Stargatt & Taylor, LLP, The Brandywine Building 1000 West Street, Wilmington, Delaware 19801; Attn.: Pauline K. Morgan;
- (f) Pachulski Stang Ziehl & Jones LLP, 150 California Street San Francisco, California 94111; Attn.: Debra Grassgreen;
- (g) Vinson & Elkins LLP, 666 Fifth Avenue, New York, New York; Attn.: Steven M. Abramowitz;
- (h) Stevens & Lee, P.C., 1105 North Market Street, Wilmington, Delaware 19801; Attn.: John D. Demmy;
- (i) Magellan Midstream Partners, L.P., One Williams Center, Suite 2800, Tulsa, Oklahoma 74172; Attn: Lonny Townsend; and

- (j) Fox Rothschild LLP, 919 Market Street, Suite 1600, Wilmington, Delaware 19801; Attn: Jeffrey Schlerf.

6. Evaluation of Qualified Bids

Prior to the Auction, the Debtors shall determine, in their reasonable business judgment after consultation with the Debtors' financial and legal advisors and the financial and legal advisors for the Creditors' Committee, which of the Qualified Bids (including any bids submitted by or on behalf of the Secured Lenders) is likely to result in the highest or otherwise best offer for the Acquired Assets and, to the extent that a Line Fill Termination Notice has not been delivered by LPP prior thereto, the Main Line Fill and the Spur Line Fill (the bid so selected, being referred to herein as the "Starting Bid"). Subject in all respects to the requirements of the Bankruptcy Code, and all rules and regulations (including, without limitation, local rules) promulgated pursuant thereto, and the Bidding Procedures Order, in evaluating whether a Qualified Bid for the Acquired Assets, the Main Line Fill and/or the Spur Line Fill is the highest or otherwise best offer, such bid will be valued by the Debtors, in consultation with its financial and legal advisors and the legal and financial advisors for the Creditors' Committee and the Secured Lenders, based on numerous factors, including, without limitation, the net value and recovery to the Debtors and their stakeholders (including, without limitation, after giving effect to any purchase price adjustments provided for in such bid), the amount and availability of distributions to the Debtors and their creditors as a result of the proposed transaction, the assets and liabilities included or excluded from the bid (and the resulting effect on value and distributions), the number, type and nature of any changes to the Purchase Agreement, the Main Line Fill Purchase Agreement and/or the Spur Line Fill Purchase Agreement, as applicable, requested by each bidder (and whether any such changes are favorable or not to the Debtors) and the certainty and timing of closing the transactions contemplated by such Qualified Bid.

7. No Qualified Bids

If no Qualified Bids are submitted by the Qualified Bidder Notification Deadline the Auction will be deemed cancelled, the Purchase Agreement will be deemed the Successful Bid, and the Debtors will immediately seek authority to consummate the sale contemplated in the Purchase Agreement with the Purchaser.

8. Auction

In the event that the Debtors receive one or more Qualified Bids from a bidder other than the Purchaser, the Debtors shall conduct an Auction with respect to the Acquired Assets. The Auction will take place starting at **9:00 a.m. (prevailing Eastern Time) on July 24, 2009** at Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, or at such other place, date and time as may be designated in writing by the Debtors.

Other than the Debtors, only (i) the Purchaser and its advisors, (ii) parties and their advisors that have been advised that they have submitted a Qualified Bid, (iii) counsel and financial advisors to the Creditors' Committee, (iv) counsel and financial advisors for the Secured Lenders, and (v) other parties specified in the Bidding Procedures Order will be permitted to participate in and/or make any statements on the record at the Auction.

Subject to Section 14 hereof, the Auction shall be governed by the following procedures:

- (i) Only Qualified Bidders shall be entitled to make any subsequent bids at the Auction;
- (ii) Each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale;
- (iii) The Qualified Bidders shall appear in person at the Auction, or through a duly authorized representative;
- (iv) Prior to the Auction, the Debtors shall provide copies of the Starting Bid to all Qualified Bidders which have informed the Debtors of their intent to participate in the Auction;
- (v) All bids will be made and received in one room, on an open basis, and all other Qualified Bidders will be entitled to be present for all bidding, and all material terms of each bid will be fully disclosed to all other Qualified Bidders; provided that the Debtors shall have the right, once a Qualified Bidder has fully disclosed its bid, to meet with such Qualified Bidder privately in a separate break-out room;
- (vi) Qualified Bidders may then submit successive bids with the value to the Debtors, as determined by the Debtors in their reasonable business judgment after consultation with the Creditors' Committee and the Secured Lenders, of at least \$1,000,000.00 more than the bid at which the Auction commenced and then continue in minimum increments of at least \$1,000,000.00 higher than the previous bid;
- (vii) The Auction will be conducted in a manner as reasonably determined by the Debtors. Each bidder shall be informed of the terms of the previous bid;
- (viii) All Qualified Bidders shall have the right to submit additional bids and make additional modifications to their respective Modified Purchase Agreements at the Auction, provided that any such modifications to the Modified Purchase Agreements, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors than any prior bid by such party or the preceding bid;
- (ix) Debtors will, from time to time, in an open forum, advise Qualified Bidders participating in the Auction of their determination as to the terms of the then highest or otherwise best bid;
- (x) The Debtors shall have the right to request any additional financial information that will allow the Debtors to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by one or more of the

Modified Purchase Agreements as further amended during the Auction process and any further information that Debtors believe that they reasonably need to better understand the terms of a Qualified Bidder's bid;

- (xi) The Purchaser shall be able to use the amount of the Break-up Fee as bidding consideration in the Auction; and
- (xii) Prior to the Auction, the Debtors shall notify potential bidders of the Purchaser's projected closing date (the "Projected Closing Date"). For each day after the Projected Closing Date that such Bidder closes the Transaction, if such Bidder is the Successful Bidder at Auction, such party shall pay an additional per diem amount determined as the quotient equal to (A) the product of (i) 12% multiplied by (ii) sum of (x) the purchase price for the Acquired Assets, plus (y) unless a Line Fill Termination Notice has been delivered by LPP prior to such time, the Main Line Fill and the Spur Line Fill, plus (z) the full amount of the Break-Up Fee payable to the Purchaser divided by (B) 365, for each day from the Projected Closing Date through the actual closing date with such Successful Bidder; provided, however, that the foregoing does not apply to the Purchaser or the Purchase Agreement.

9. Competing Transaction

After the earlier of (a) the Qualified Bidder Notification Deadline or (b) the Bid Deadline if no Qualified Bids other than the Purchase Agreement are submitted and until the earlier of the entry of the Sale Order and termination of the Purchase Agreement, neither LPP, the Debtors nor any of their respective affiliates shall, and the Debtors shall instruct their agents and representatives not to, solicit any inquiries, proposals or offers by, any person (other than the Purchaser and its affiliates, agents and representatives) with respect to a competing transaction for the sale of all or substantially all of the Acquired Assets (other than in the Ordinary Course of Business) (a "Competing Transaction"); provided that the Debtors may negotiate and accept an offer or proposal from any person (other than the Purchaser and its respective affiliates, agents and representatives) with respect to a Competing Transaction that it has not solicited in violation of this Section 9.

10. Selection of Successful Bidder

The concluding date and time of the Auction shall be stated on the record. At the conclusion of the foregoing steps in the Auction, or as soon thereafter as practicable, the Debtors, in consultation with the Creditors' Committee and the Secured Lenders, will: (i) review each Qualified Bid, and consider each Qualified Bid, in each case as updated through the conclusion of the Auction, on the basis of, among other considerations, the same considerations used by the Debtors in determining the Starting Bid, and (ii) identify the highest or otherwise best offer(s) for the Acquired Assets the Main Line Fill and/or the Spur Line Fill received at the Auction (each, a "Successful Bid" and each party making such a bid, a "Successful Bidder"), as well as identifying the Back-up Bidder (as defined below). The Successful Bidder(s) shall have such

rights and responsibilities as set forth in the applicable purchase and sale agreement for such Successful Bidder as agreed at the Auction.

Within one calendar day after conclusion of the Auction, 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. The results at the close of the Auction shall be final and no additional bids will be accepted after the close of the Auction.

11. Sale Hearing

The Successful Bid will be subject to approval by the Court. The Debtors' presentation of a particular bid to the Court for approval does not constitute the Debtors' acceptance of the bid. The Debtors will be deemed to have accepted a bid only when the bid has been approved by the Bankruptcy Court at the Sale Hearing (as defined herein) to approve the sale of the Acquired Assets. Please be advised that the Sale Hearing (the "Sale Hearing") to approve the sale of the Acquired Assets to the Successful Bidder (or the Purchaser if no other Qualified Bid is received) will take place before the **Honorable Mary F. Walrath in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom 4, Wilmington, Delaware 19801 at 10:30 a.m. (prevailing Eastern Time) on July 27, 2009**, or at such time thereafter as counsel may be heard. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other by announcement of the adjournment in open court on the date scheduled for the Sale Hearing. The Successful Bidder and Backup Bidder (as defined below), if any, should be represented by counsel at the Sale Hearing.

12. Failure to Consummate Purchase

If an Auction is conducted, the party with the next highest or otherwise best Qualified Bid, as determined by the Debtors in the exercise of their business judgment, at the Auction shall be required to serve as a back-up bidder (the "Back-up Bidder") and keep such bid open and irrevocable until the earlier of 5:00 p.m. prevailing Eastern time on the later of the date (the "Outside Back-up Date") which is 210 days after the Sale Hearing or the closing of the sale transaction with the buyer approved at the Sale Hearing (the "Buyer"). Following the Sale Hearing, if the Buyer fails to consummate an approved Sale because of a breach or failure to perform on the part of such Buyer, the Back-up Bidder will be deemed to have the new Successful Bid, and the Debtors will be authorized, but not required, to consummate the Sale with the Back-up Bidder without further order of the Court. In such case, the defaulting Buyer's deposit, if any, shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available damages from the defaulting Buyer.

13. Return of Deposits

Except as otherwise provided in the Bidding Procedures, all deposits shall be returned to each bidder not selected by the Debtors in accordance with the above procedures as the Buyer or the Back-up Bidder by no later than the fifth business day following the conclusion of the Auction; provided, however, that the interest on such deposit may not be returned until the

second business day of the month following such termination. The deposit of the Back-up Bidder shall be held by the Debtors until the earlier of 24 hours after (i) the closing of the sale transaction with the Successful Bidder and (ii) the Outside Back-up Date.

14. Reservation of Rights

Debtors reserve the right, as they may reasonably determine to be in the interests of their estates, to: (a) determine which bidders are Qualified Bidders; (b) determine which bids are Qualified Bids; (c) determine which Qualified Bid is the highest or otherwise best proposal and which is the next highest or otherwise best proposal; (d) reject any bid that is inadequate or insufficient or for any other reason; (e) refuse to execute a Confidentiality Agreement with, or provide information or access to, any prospective bidder, (f) impose additional terms and conditions with respect to any or all potential bidders (other than the Purchaser); or (g) adjourn or cancel the Auction or Sale Hearing in open court without further notice. Notwithstanding the foregoing, the Debtors may not impair or modify the rights and obligations of the Purchaser under the Purchase Agreement or the right of the Purchaser to credit the Break-Up Fee as part of any subsequent bid for the Acquired Assets.