CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed April 14, 2026

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	Chapter 11
OMNICARE, LLC, *et al.*,[1]	)	Case No. 25-80486 (SGJ)
Debtors.	)	(Jointly Administered)
	)	Related to Docket Nos. 288, 398 & 721

ORDER GRANTING DEBTORS' EMERGENCY MOTION TO MODIFY THE BID PROCEDURES ORDER AND BID PROCEDURES

[1] The last four digits of Omnicare, LLC's federal tax identification number are 1351. There are 110 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent at https://cases.stretto.com/Omnicare. The location of Omnicare, LLC's corporate headquarters and the Debtors' service address is One CVS Drive, Mail Code 1160, Woonsocket, RI 02895.

Upon the emergency motion (the "**Motion**")[2] of the Debtors for entry of an order (the "**Order**") modifying the Court's *Order (I)(A) Approving Bidding Procedures and the Form and Manner of Notice Thereof, (B) Authorizing the Selection of Stalking Horse Bidder(s) and Approving Bid Protections, (C) Establishing Bid Deadlines and Scheduling the Auction and Sale Hearing(s), and (D) Establishing Certain Assumption and Assignment Procedures and Approving the Manner of Notice Thereof; and (II) Granting Related Relief* [Docket No. 398] (the "**Bid Procedures Order**") and the Bidding Procedures attached thereto (the "**Original Bid Procedures**"), as more fully set forth in the Motion; and this Court having reviewed the Motion; and upon consideration of the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of these Chapter 11 Cases and this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation, and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

2. Paragraph 19 of the Bid Procedures Order shall be modified and replaced in its entirety by the following:

> The Debtors are authorized, but not directed, in the exercise of their reasonable business judgment and in consultation with the Consultation Parties to (a) designate a Stalking Horse Bidder in connection with the Sale(s), (b) enter into Stalking Horse Agreements with such Stalking Horse Bidders in accordance with the Bidding Procedures, and (c) agree to any breakup fee and/or expense reimbursement (together, the "**Bid Protections**") in accordance with the Bidding Procedures. Such Bid Protections shall not exceed (i) a break-up fee not to exceed three percent (3%) of the transaction value (as such transaction value is determined by the Debtors in consultation with the Consultation Parties) plus (ii) an Expense Reimbursement (as defined in the Bid Procedures) not to exceed $1,500,000. No Bid Protections shall be provided to the DIP Lender to the extent that the DIP Lender seeks to serve as a Stalking Horse Bidder solely via a credit bid.

3. The Original Bid Procedures are replaced in their entirety with the modified Bid Procedures attached to this Order as **Exhibit 1** (the "**Modified Bid Procedures**").

4. Notice of the Motion satisfies the requirements of the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court for the Northern District of Texas.

5. This Court retains exclusive jurisdiction and power with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

 # # # END OF ORDER # # #

Order submitted by:

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Counsel to the Debtors and
Debtors in Possession

EXHIBIT 1

Modified Bid Procedures

BIDDING PROCEDURES

On September 22, 2025, Omnicare, LLC ("**Omnicare**") and its debtor affiliates, as debtors and debtors-in-possession (collectively, the "**Debtors**"), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Northern District of Texas (the "**Court**"). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

On December 3, 2025, the Court entered the *Order (I)(A) Approving Bidding Procedures and the Form and Manner of Notice Thereof, (B) Authorizing the Selection of Stalking Horse Bidder(s) and Approving Bid Protections, (C) Establishing Bid Deadlines and Scheduling The Auction and Sale Hearing(s), and (D) Establishing Certain Assumption and Assignment Procedures and Approving the Manner of Notice Thereof; and (II) Granting Related Relief* [Docket No. 398] (the "**Original Bidding Procedures Order**"),[1] and on April [●], 2026, the Court entered the *Order Granting Debtors' Emergency Motion to Modify the Bid Procedures Order and Bid Procedures* [Docket No. ●] (the "**Modified Bidding Procedures Order**" and with the Original Bidding Procedures Order, the "**Bidding Procedures Order**"), which approved, among other things, the bidding procedures (as modified, the "**Bidding Procedures**") to be used in connection with one or more sales of all or substantially all of the Debtors' assets (the "**Assets**," and such sale(s), the "**Sale(s)**").

The Bidding Procedures Order also authorized, among other things, the right of the Debtors to, at any time prior to an Auction and in consultation with the Consultation Parties, designate a stalking horse bidder for the applicable Assets (the "**Stalking Horse Bidder(s)**"), whose Qualified Bid (as defined below) shall serve as the stalking horse bid (the "**Stalking Horse Bid**") for such Assets, subject to higher or better bids in accordance with the terms and conditions of these Bidding Procedures.

I. ASSETS TO BE SOLD

The Debtors are marketing all of the operating Assets including, *inter alia*, inventory, receivables, intellectual property, equipment and real estate.

The Debtors intend to accept bids on a subset of the Assets available, as well as on the whole business. Bidders will be asked to identify the Assets included in their Bid.

The sale of the Assets shall be subject to a competitive bidding process as set forth herein and approval by the Court pursuant to sections 105, 363, and 365 of title 11 of the Bankruptcy Code, rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and rules 2002-1, 9007-1 and 9014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas (the "**Local Bankruptcy Rules**").

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

II. KEY DATES

The Bidding Procedures are designed to provide interested parties with the opportunity to qualify for, and participate in an auction (the "**Auction**") to be conducted by the Debtors and to submit competing bids (each, a "**Bid**") for some or all of the Assets. In accordance with the Bidding Procedures, the Debtors will (a) coordinate with each Potential Bidder (as defined below) regarding the conduct of their respective due diligence, (b) evaluate bids from Potential Bidders, in consultation with the Consultation Parties, (c) negotiate, in consultation with the Consultation Parties, any Bid made, and (d) make such other determinations as are provided for in these Bidding Procedures (collectively, the "**Bidding Process**").

The key dates for the Bidding Process are as follows:

Sale Timeline	
Date and Time (all in prevailing Central Time)	**Event or Deadline**
March 31, 2026	Deadline for Stalking Horse Agreements
April 30, 2026 at 4:00 p.m.	Bid Deadline (for overbids in the case of a Stalking Horse Bidder)
On or before May 5, 2026	Auction
May 11, 2026 at 4:00 p.m.	Deadline to File Objection to Sale
May 13, 2026 at 1:30 p.m. and continued, as necessary, to May 14, 2026 at 9:30 a.m.	Sale Hearing

The Debtors, in consultation with the Consultation Parties, may extend any of the deadlines in these Bidding Procedures, including any Auction that may take place, subject to the terms of the Bidding Procedures Order.

III. DESIGNATION OF STALKING HORSE BIDDER

The Debtors may, at any time prior to the Auction, pursuant to these Bidding Procedures and in consultation with the Consultation Parties, designate a Stalking Horse Bidder for any of the Sales. Any asset purchase agreement or similar agreement memorializing the proposed transaction set forth in any Stalking Horse Bid (a "**Stalking Horse Agreement**") will be binding on the Stalking Horse Bidder(s) and set the floor for all Qualified Bids, subject to higher or otherwise better Qualified Bids. If the Stalking Horse Bid is not selected as the Successful Bid, a Stalking Horse Bidder may still serve as the Back-Up Bidder, if its bid represents (in the view of the Debtors in consultation with the Consultation Parties) the second-highest or otherwise second-best bid after the Auction. Notwithstanding any of the foregoing, the Debtors are not obligated to select any Stalking Horse Bidders and may proceed to the Auction without one.

In the event that the Debtors, in consultation with the Consultation Parties, designate a Stalking Horse Bidder and enter into a Stalking Horse Agreement for any of the Assets, the Debtors may file a notice designating the Stalking Horse Bidder and setting forth: (a) an identification of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity, then the Stalking Horse Bidder's parent company or sponsor); (b) the amount of the Stalking Horse Bid and what portion of the purchase price (if any) is cash; (c) whether the Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Stalking Horse Bid; (d) any proposed Bid Protections; (e) the Stalking Horse Agreement, including all exhibits, schedules or attachments thereto; and (f) the deadline to object to any of the proposed Bid Protections described therein. The notice shall also include any evidence the Debtors would like the Court to consider in connection with any request to approve any Bid Protections as an administrative expense under section 503(b) of the Bankruptcy Code.

The Stalking Horse Bidder shall provide adequate assurance information to the Debtors, as contemplated in Section X.c herein, in connection with its Stalking Horse Bid. If the Stalking Horse Bidder is named the Successful Bidder or the Back-Up Bidder, the Debtors shall provide such adequate assurance information to the Consultation Parties and to those counterparties who request it from the Debtors (Attn: Vincent E. Lazar (vlazar@jenner.com), Derek L. Wright (dwright@jenner.com), and Angela M. Allen (aallen@jenner.com)) by no later than one (1) business day prior to the Sale Hearing.

In exchange for serving as the Stalking Horse Bidder, in each case, the Debtors may, in consultation with the Consultation Parties, provide bid protections, including (a) the reimbursement of reasonable and documented out-of- pocket costs and expenses incurred in connection with the Sale(s) and not to exceed $1,500,000 (the "**Expense Reimbursement**") plus (b) a breakup fee not to exceed three percent (3%) of the transaction value (as such transaction value shall be determined by the Debtors in consultation with the Consultation Parties) (the "**Break-Up Fee**" and together with the Expense Reimbursement, the "**Bid Protections**"). No Bid Protections shall be provided to the DIP Lender to the extent that the DIP Lender seeks to serve as a Stalking Horse Bidder solely via a credit bid.

IV. POTENTIAL BID REQUIREMENTS

To participate in the Bidding Process or otherwise be considered for any purpose hereunder, a person or entity interested in purchasing the Assets must deliver or have previously delivered to the Debtors the following preliminary documentation (collectively, the "**Preliminary Bid Documents**"):

a. an executed confidentiality agreement in form and substance reasonably satisfactory to the Debtors (a "**Confidentiality Agreement**");

b. sufficient information, as reasonably determined by the Debtors (in consultation with the Consultation Parties) that the Potential Bidder has or may reasonably obtain the financial capacity to close the Sale(s) (which may include current audited or verified financial statements of, or verified financial commitments obtained by, the Potential Bidder (or, if the Potential Bidder is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach),

as well as an overview of any recent transactions), the adequacy of which must be acceptable to the Debtors; and

c. sufficient information, as reasonably determined by the Debtors (in consultation with the Consultation Parties) that the Potential Bidder has the ability to receive any and all necessary governmental, licensing, regulatory, and other approvals required.

Only those parties that have submitted acceptable Preliminary Bid Documents to the reasonable satisfaction of the Debtors and their advisors, in consultation with the Consultation Parties (each, a "**Potential Bidder**") may submit bids to purchase the Assets.

V. DUE DILIGENCE

The Debtors have designated Houlihan Lokey Capital, Inc. ("**Houlihan**") to coordinate the response to all reasonable requests for additional information and due diligence with respect to the Assets and the Sale(s). Contact information for Houlihan is as follows: Andrew Turnbull (ATurnbull@HL.com), Steven Balash (SBalash@HL.com) and Grant Hubbell (Grantland.Hubbell@HL.com). Houlihan will serve as the only point of contact for all potential purchasers interested in the Sale(s), and any such purchaser will need to contact Houlihan to ensure participation in the marketing and sale process described herein.

Only Potential Bidders and professionals for the Consultation Parties shall be eligible to receive due diligence information and access to the Debtors' electronic data room (the "**Data Room**") and to additional non-public information regarding the Debtors as may be reasonably requested by the Potential Bidder that the Debtors, in their business judgment, determine to be reasonable, available, and appropriate under the circumstances. The Debtors will provide to each Potential Bidder reasonable due diligence information, as reasonably requested by such Potential Bidder in writing, as soon as reasonably practicable after such request. The Debtors may designate one or more representatives to coordinate all reasonable requests for additional information and due diligence from Potential Bidders. Potential Bidders will not, initiate or engage in discussions in respect of matters relating to the Debtors or a potential Sale with any customer, supplier, or other contractual counterparty of the Debtors without the prior written consent of the Debtors.

The due diligence period will end on the Bid Deadline and subsequent to the Bid Deadline the Debtors shall have no obligation to furnish any due diligence information, provided, however, that the Debtors, in consultation with the Consultation Parties, may agree to extend the due diligence period and, to the extent so extended, the Debtors' obligation to furnish such due diligence information will continue until the expiration of the due diligence period.

In connection with the provision of due diligence information to Potential Bidders, the Debtors shall not furnish any confidential information relating to the Debtors or a potential Sale to any person except a Potential Bidder or such Potential Bidder's duly authorized representatives to the extent provided in an applicable Confidentiality Agreement (an "**Authorized Representative**"). Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Debtors, the Assets or any proposed Sale

to any person or entity who is not a Potential Bidder or such Potential Bidder's applicable Authorized Representative, other than with respect to the Consultation Parties as set forth herein.

The Debtors and their advisors shall coordinate all reasonable requests for additional information and due diligence access from Potential Bidders; provided that, the Debtors, after consultation with the Consultation Parties, may decline to provide such information to Potential Bidders who, in the Debtors' reasonable business judgment have not established, or who have raised doubt, that such Potential Bidders intend in good faith to, or have the capacity to, consummate the Sale. For any bidder who is a competitor or customer of the Debtors or is affiliated with any competitors or customers of the Debtors, the Debtors reserve the right to withhold or modify any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such bidder.

The Debtors make no representation or warranty as to the information provided through this due diligence process or otherwise, including the documents in the Data Room, except as set forth in any executed definitive documents for the Sale(s). Each Potential Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Assets prior to making a bid; that it has relied solely upon its own independent review, investigation, and/or inspection of any documents and the Assets in making its bid; and that it did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise regarding the Assets or the completeness of any information provided in connection therewith, except as expressly stated in these Bidding Procedures or such Potential Bidder's Confidentiality Agreement.

Each Potential Bidder (including any Qualified Bidder (as defined below)) shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors in consultation with the Consultation Parties regarding the ability of such Potential Bidder (including any Qualified Bidder) to consummate its contemplated Sale. Failure by a Potential Bidder (including any Qualified Bidder) to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors (after consultation with the Consultation parties) to determine that such bidder is no longer a Potential Bidder (including any Qualified Bidder) or that a bid made by such bidder is not a Qualified Bid.

VI. NO COMMUNICATION AMONG BIDDERS

There shall be no communications regarding potential Bids, a potential Sale(s), or another potential transaction between or among any bidders, including any Stalking Horse Bidder(s), unless the Debtors have previously authorized such communication in writing (email from the Debtors' counsel being sufficient). The Debtors reserve the right, in their reasonable business judgment and after consultation with the Consultation Parties, to disqualify any bidder that the Debtors believe, in their reasonable judgment, has communicated with another bidder in violation of these Bidding Procedures.

VII. INDICATIONS OF INTEREST

The Debtors reserve the right to require Potential Bidders to submit written indications of interest prior to the applicable Bid Deadline specifying, among other things, the Assets proposed to be acquired, the amount and type of consideration to be offered, and any other material terms to be included in a bid by such party; provided that, the Debtors shall provide any indication of interest received by the Debtors to the Consultation Parties no more than two (2) days' after it is received by the Debtors. If a Potential Bidder fails to comply with any such request by the Debtors, the Debtors, after consultation with the Consultation Parties, may deny such Potential Bidder further diligence access or deny such Potential Bidder further participation in the Auction process. The Debtors also reserve the right to exclude any Potential Bidder (prior to its submission of a Qualified Bid) from continuing in the Auction process if the Debtors determine that the consideration proposed to be paid by such Potential Bidder is insufficient; provided that, the Debtors shall consult with the Consultation Parties prior to excluding any Potential Bidder from continuing in the Auction Process.

VIII. SUBMISSIONS TO THE DEBTORS; CONSULTATION PARTIES

All submissions to the Debtors required or permitted to be made under the Bidding Procedures must be directed to each of the following persons or entities unless otherwise provided:

a. Debtors' Counsel: Jenner & Block LLP, 353 N. Clark Street, Chicago, IL, 60654, Attn: Vincent E. Lazar (vlazar@jenner.com), Derek L. Wright (dwright@jenner.com), Angela M. Allen (aallen@jenner.com), Peter Rosenbaum (prosenbaum@jenner.com), and Edward Prokop (eprokop@jenner.com); and

b. Debtors' Investment Banker: Houlihan Lokey Capital, Inc., 111 S. Wacker Drive, 38th Fl., Chicago, IL 60606, Attn: Andrew Turnbull (ATurnbull@HL.com), Steven Balash (SBalash@HL.com) and Grant Hubbell (Grantland.Hubbell@HL.com).

"**Consultation Parties**," as used in these Bidding Procedures shall mean (a) the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases (the "**Committee**") and such Committee's counsel (Herbert Smith Freehills Kramer LLP, 1177 Avenue of the Americas, New York, NY 10036, Attn: Adam C. Rogoff (adam.rogoff@hsfkramer.com), Rachael Ringer (rachael.ringer@hsfkramer.com), Megan Wasson (megan.wasson@hsfkramer.com), and Andrew Citron (andrew.citron@hsfkramer.com); (b) JMB Capital Partners Lending, LLC in its capacity as DIP Lender, and its counsel, Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019, Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com), Kristian W. Gluck (kristian.gluck@nortonrosefulbright.com), and Jamie Copeland (james.copeland@nortonrosefulbright.com); and (c) United States Department of Justice, Civil Division, 950 Pennsylvania Ave., NW Washington, DC 20530, Attn: Mary A. Schmergel (mary.schmergel@usdoj.gov) and Lydia Jines (lydia.jines@usdoj.gov); provided that, notwithstanding anything to the contrary contained in the Bidding Procedures Order or the Bidding Procedures, the Debtors shall not consult with the DIP Lender (or its advisors) unless and until it confirms to the Debtors (in form and substance reasonably acceptable to the Debtors) that they will not be acting as a Potential Bidder for the Assets; provided further that, Committee's counsel shall confirm, and provide written confirmation to the Debtors, that Committee's counsel has been informed that each of its members does not intend to serve as a potential bidder and to the extent it cannot so confirm as to any member, or a member indicates that it intends to serve as a potential

bidder, the Committee shall screen such member from any non-public sale-related information it receives as a Consultation Party hereunder; provided further that, if a Consultation Party fails to respond to the Debtors' reasonable efforts to consult with them on any issue as provided for herein, the Debtors will not be prevented from proceeding.

In the event that any Consultation Party or an affiliate of the foregoing submits a bid that is a Qualified Bid (as defined below), such bidding party or its affiliates shall no longer be considered a Consultation Party under these Bidding Procedures until such time such party withdraws its Bid; provided that, such bidding party will have the same rights as any other Qualified Bidder set forth herein.

IX. BID DEADLINES

Bids (including all requirements to be considered a Qualified Bid (as defined below)) must be transmitted via email (in PDF or similar format) to the Debtors and their advisors specified herein so as to be actually received no later than **4:00 p.m. (prevailing Central Time) on or before March 13, 2026 or such other date as the Debtors shall advise by notice filed with the court** (the "**Bid Deadline**").

The Debtors may extend the Bid Deadlines for any reason whatsoever in consultation with the Consultation Parties.

X. BID REQUIREMENTS

To participate in the process and if applicable an Auction, a Potential Bidder must deliver to the Debtors and their advisors an irrevocable offer for the purchase of the Assets that must meet the following criteria (collectively, the "**Bid Requirements**"):

a. Each Bid must be accompanied by a letter or email:

(i) fully disclosing the identity of the Potential Bidder and providing the contact information of the specific person(s) whom the Debtors or their advisors should contact (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed Sale) in the event that the Debtors have any questions or wishes to discuss the Bid submitted by the Potential Bidder;

(ii) setting forth the purchase price to be paid by such Potential Bidder and forms of consideration the Potential Bidder intends to use to pay such purchase price;

(iii) stating with specificity the Assets (including any specific executory contracts and unexpired leases) such Potential Bidder wishes to bid on and the liabilities and obligations (including any applicable cure costs) to be assumed by the Potential Bidder in the Sale;

(iv) allocating the portion of the Bid consideration attributable to the Assets and the category of Assets being bid on, to the extent multiple Asset categories are contained in the Bid;

(v) providing the terms, if any, of any bidding fee, break-up fee, termination fee, transaction fee, expense reimbursement or any similar type of reimbursement, but in no event to exceed three percent (3%) of the transaction value (as such transaction value is determined by the Debtors in consultation with the Consultation Parties); provided that, in the event a Stalking Horse Bidder is designated, all bids must (a) not be subject to any bidding fee, break-up fee, termination fee, transaction fee, expense reimbursement or any similar type of reimbursement, and including an express waiver of any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code related to bidding for the Assets, and (b) if a bid for the same assets as the Stalking Horse Bidder, provide consideration to the Debtors of at least the sum of (1) the Stalking Horse Bid, (2) the amount of any Bid Protections, and (3) a reasonable minimum overbid amount equal to or greater than $1 million or such other amount determined by the Debtors ("**Incremental Overbid**") over the Starting Bid;

(vi) agreeing that the Potential Bidder's offer is binding, unconditional, and irrevocable if selected as the Successful Bidder and for the later of least 60 days after the entry of the Sale Order if selected as the Back-up Bidder (as defined below), or the release of such Back-Up Bid (as defined below) in writing by the Debtors (in consultation with the Consultation Parties);

(vii) containing a commitment to (a) close the contemplated transaction(s) by a specified Closing Date (as defined below) for the applicable Sale, and (b) assume accrued and unpaid employee obligations relating to the acquired Assets as of the Closing Date, including accrued and unpaid wages, paid time off, health care related benefits and postpetition trade obligations applicable to the acquired Assets, but excluding claims relating to defined benefit pension plans;

(viii) indicating whether the Potential Bidder intends to hire all employees who are primarily employed at the Assets included in the Bid;

(ix) providing that such Bid is not subject to contingencies of any kind, including, without limitation, contingencies related to financing, internal approval, or due diligence;

(x) containing an acknowledgment that the Potential Bidder has had an opportunity to conduct any and all due diligence regarding the Assets, has relied solely upon its own independent review and investigation and/or inspection of any documents and any other information in making the Bid; and

(xi) providing that the Potential Bidder agrees to serve as a backup bidder (the "**Back-Up Bidder**") if the Potential Bidder's Qualified Bid (as defined below) is the next highest or best bid after the Successful Bid (as defined below) (the "**Back-Up Bid**") with respect to the relevant Assets through at least 60 days after the entry of the Sale Order.

b. Each Bid must be accompanied by (i) an executed purchase agreement in form and substance reasonably similar to the form purchase agreement prepared by the Debtors (in consultation with the Consultation Parties) and satisfactory to the Debtors (a "**Qualified Bid Purchase Agreement**"), in consultation with the Consultation Parties, and (ii) a redline of the executed Qualified Bid Purchase Agreement to reflect any proposed amendments and modifications to the form of purchase agreement provided by the Debtors, and the applicable schedules and exhibits.

c. Each Bid must be accompanied by adequate assurance of future performance information (the "**Adequate Assurance Information**"), which may include (i) information demonstrating (in the Debtors' reasonable business judgment) that the Potential Bidder has the financial capacity to consummate the proposed Sale(s); (ii) evidence that the Potential Bidder has obtained authorization or approval from its board of directors (or comparable governing body) with respect to the submission of its Bid; (iii) evidence demonstrating that the Potential Bidder can demonstrate adequate assurance of its future performance under assumed contracts and leases, which may include (a) audited and unaudited financial statements; (b) tax returns; (c) bank account statements; (d) a contact person for the Potential Bidder; and (v) such additional information regarding the Potential Bidder as the Potential Bidder may elect to include. Should the prospective bidder be a newly formed entity (a "**Newco**"), written evidence of adequate assurance of future performance should also include when such Newco was formed, how it will be financed, together with evidence of any financial commitments, and identify what credit enhancements, if any, will be available to guarantee the obligations under the leases. By submitting a Bid, Potential Bidders agree that the Debtor may disseminate their Adequate Assurance Information to (i) affected counterparties to any contracts or leases potentially being assumed and assigned in connection with the Sale; and (ii) the Consultation Parties in the event that the Debtors determine such bid to be a Qualified Bid (as defined below).

d. Each Bid must be accompanied by (i) a deposit in the form of a certified check or wire transfer, payable to the order of the Debtors, in the amount of seven percent (7%) of the consideration of the Bid, which funds will be deposited, prior to the Bid Deadline, into an escrow account to be identified and established by the Debtor (a "**Good Faith Deposit**"), and (ii) written evidence, documented to the Debtors' satisfaction, that demonstrates the Potential Bidder has or will have the available cash, a commitment for financing if selected as the Successful Bidder (as defined below) with respect to the relevant Assets (provided, however, that the closing shall not be contingent in any way on the Successful Bidder's financing) and such other evidence of ability to consummate the transaction(s) as the Debtors may request,

including proof that such funding commitments or other financing are not subject to any internal approvals, syndication requirements, diligence or credit committee approvals (provided further that such commitments may have covenants and conditions acceptable to the Debtors). The Debtors reserve the right to increase the Good Faith Deposit for one or more Qualified Bidders (as defined below), including by requiring Qualified Bidders to provide a Good Faith Deposit for any non-cash consideration based on such Qualified Bidder's estimate of the value of any such non-cash consideration; provided that, the Debtors shall not increase the Good Faith Deposit for any Qualified Bidder without first consulting with the Consultation Parties. Notwithstanding the foregoing or anything contained herein to the contrary, a Good Faith Deposit shall not be required in connection with a credit bid, except to the extent necessary to satisfy the Bid Protections of any Stalking Horse Bidder(s).

Upon receipt of the Bid Requirements, the Debtors will promptly share each document with the Consultation Parties that have not submitted a Bid and their respective advisors. The Debtors will review each Bid received from a Potential Bidder to determine whether it meets the requirements set forth above. A bid received from a Potential Bidder for any portion of the Assets that is determined by the Debtors, in consultation with the Consultation Parties, to meet the above requirements will be considered a "**Qualified Bid**" and each Potential Bidder that submits such a Qualified Bid will be considered a "**Qualified Bidder**." The Debtors will notify the Qualified Bidders whether the bids submitted constitute Qualified Bids, which will enable such Qualified Bidders to participate in the Auction. Any Stalking Horse Bid will be deemed a Qualified Bid and the Stalking Horse Bidder will be deemed a Qualified Bidder, for all purposes and requirements pursuant to the Bidding Procedures, notwithstanding the requirements that a Potential Bidder must satisfy to be a Qualified Bidder.

By submitting a Bid, each bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of the Bidding Procedures and to refrain from (a) submitting a Bid after conclusion of the Auction (if any) or (b) seeking to reopen the Auction (if any) once closed. The submission of a Bid shall constitute a binding and irrevocable offer (a) for the Successful Bidder (as defined below), until consummation of the Sale or otherwise as set forth in the applicable purchase agreement with the Successful Bidder, (b) for the Back-Up Bidder, if any, as provided herein, unless the Back-Up Bidder is converted to the Successful Bidder prior to such date; and (c) for any bidder other than the Successful Bidder and Back-Up Bidder, until 3 business days after entry of an order approving the Successful Bid and (if applicable) the Back-Up Bid for the applicable Assets, such order to be in form and substance acceptable to the DIP Lender (such order, a "**Sale Order**"), and each Bid must include a written acknowledgement and representation to such effect.

A Qualified Bid will be valued by the Debtors based upon any and all factors that the Debtors deem pertinent in its reasonable business judgment (in consultation with the Consultation Parties), including, among others, (a) the amount and nature of the consideration, including any obligations to be assumed and real property leases agreed upon; (b) the executory contracts and unexpired leases of the Debtors, if any, for which assumption and assignment or rejection is required, and the costs and delay associated with any litigation concerning executory contracts and unexpired leases necessitated by such bid; (c) the number, type, and nature of any changes to the

form of asset purchase agreement, as applicable, requested by each Qualified Bidder; (d) the extent to which such modifications are likely to delay closing of the Sale and the cost to the Debtor of such modifications or delay; (e) the likelihood of the Qualified Bidder being able to close the proposed transaction (including obtaining any required regulatory approvals) and the timing thereof; (f) the net benefit to the Debtors' estates (including after taking account of the Bid Protections); (g) the tax consequences of such Qualified Bid; (h) the impact on non-insider employees, including commitment to retain non-insider employees and the proposed treatment of employee obligations owing to such non-insider employees; and (i) any other factors that the Debtors, in consultation with the Consultation Parties, may reasonably deem relevant.

The Debtors, in their business judgment and in consultation with the Consultation Parties, reserve the right to reject any Bid if such Bid, among other things:

a. requires any indemnification of the Potential Bidder in any Qualified Bid Purchase Agreement submitted as part of the Bid;

b. is not received by the applicable Bid Deadline;

c. does not comport with the Bid Requirements;

d. is subject to any contingencies (including representations, warranties, covenants and timing requirements) of any kind or any other conditions precedent to such party's obligation to acquire the relevant Assets; or

e. does not, in the Debtors' determination (after consultation with the Consultation Parties), include a fair and adequate price or the acceptance of which would not be in the best interests of the Debtors' estate or the Auction.

Any Bid rejected pursuant to the foregoing paragraph shall not be deemed to be a Qualified Bid; provided that, the Debtors have the right to work with the parties to any rejected Bid to cure any such defects. In the event that any Bid is so rejected, the Debtors shall cause the Good Faith Deposit of such Potential Bidder (including all accumulated interest thereon) to be refunded to it as soon as reasonably practicable, but no later than three (3) business days after the Bid is rejected.

Notwithstanding anything herein to the contrary, the Debtors (after consultation with the Consultation Parties) also reserve the right to work with (a) Potential Bidders to aggregate two or more Bids into a single consolidated Bid prior to the applicable Bid Deadline and (b) Qualified Bidders to aggregate two or more Qualified Bids into a single Qualified Bid prior to the conclusion of the Auction (if any). The Debtors may accept a single Qualified Bid or multiple Bids that, if taken together in the aggregate, would otherwise meet the standards for a single Qualified Bid (in which event those multiple bidders may be treated as a single Qualified Bidder and their Bid a single Qualified Bid for purposes of the Auction, if any).

XI. NO QUALIFIED BIDS

If only one Qualified Bid is received by the Bid Deadline, then the Debtors, after consultation with the Consultation Parties, may cancel the Auction, and may decide, in the Debtors' reasonable business judgment, to designate such bid as the Successful Bid for the

applicable Assets, and pursue entry of a Sale Order approving the Sale of such Assets to the Bidder pursuant to an agreed-upon asset purchase agreement.

XII. AUCTION

If the Debtors receive two or more Qualified Bids with respect to the same Assets by the applicable Bid Deadline, the Debtors will conduct an Auction to determine the Successful Bidder(s) (as defined below) and Back-Up Bidder(s), as applicable for such applicable Assets. In such event, the Debtors shall, in consultation with the Consultation Parties, evaluate Qualified Bids and identify the Qualified Bid that is, in the Debtors' business judgment, the highest or otherwise best Qualified Bid or combination of Qualified Bids for purposes of constituting the opening bid at the Auction for the relevant Assets (the "**Starting Bid**"). The determination of which Qualified Bid constitutes the Starting Bid and which Qualified Bid constitutes the Successful Bid (as defined below) shall take into account any factors the Debtors (in consultation with the Consultation Parties) reasonably deems relevant to the value of the Qualified Bid to the Debtors' estates, including, among other things, the following: (a) the amount and nature of the consideration, including any obligations to be assumed and real property leases; (b) the executory contracts and unexpired leases of the Debtors, if any, for which assumption and assignment or rejection is required, and the costs and delay associated with any litigation concerning executory contracts and unexpired leases necessitated by such bid; (c) the number, type, and nature of any changes to the form of asset purchase agreement, as applicable, requested by each Qualified Bidder; (d) the extent to which such modifications are likely to delay closing of the Sale and the cost to the Debtor of such modifications or delay; (e) the likelihood of the Qualified Bidder being able to close the proposed transaction (including obtaining any required regulatory approvals) and the timing thereof; (f) the net benefit to the Debtors' estates (including after taking account of the Bid Protections); (g) the tax consequences of such Qualified Bid; (h) the impact on non-insider employees and the proposed treatment of employee obligations owing to such non-insider employees; and (i) any other factors that the Debtors may reasonably deem relevant. Prior to the start of the Auction, the Debtors shall notify all Qualified Bidders, including the Stalking Horse Bidder, if any, and each of the Consultation Parties, as to which Qualified Bid is the Starting Bid for the Auction with respect to each Asset Sale.

If an Auction is held, such Auction shall take place at the offices of Jenner & Block LLP, 353 N. Clark St., Chicago, Illinois 60654. Professionals and principals for the Debtors, each Qualified Bidder (including, its representative(s), if any), professionals and principals for each of the Consultation Parties and the U.S. Trustee shall be permitted to attend and observe the Auction. Each Qualified Bidder participating in the Auction will be required to confirm, in writing, and on the record at the Auction, that (a) it has not engaged in any collusion with respect to the Bidding Process, and (b) its Qualified Bid is a good faith *bona fide* offer that it intends to consummate if selected as the Successful Bidder.

The Auction shall be conducted in a timely fashion according to the procedures set forth below (the "**Auction Procedures**").

AUCTION PROCEDURES

a. **The Debtors Shall Conduct the Auction**. The Debtors, with the assistance of their advisors, shall direct and preside over any Auction. At the commencement of the Auction, the Debtors, (1) may announce procedural and related rules governing the Auction, including time periods available to all Qualified Bidders to submit any Overbids (as defined below); and (2) shall describe the terms of the Starting Bid. Only incremental Bids that comply with the terms set forth in Section XII.b of these Bidding Procedures shall be considered "**Overbids**." Overbids shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders in attendance at the Auction.

The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Starting Bid, all Overbids, and the Successful Bid (as defined below) and Back-Up Bid, as applicable.

Each Qualified Bidder who wishes to bid at the Auction shall appear at the Auction in person (unless otherwise determined by Debtors in consultation with the Consultation Parties) and may speak or bid themselves or through duly authorized representatives. Except as otherwise permitted by the Debtors, only Qualified Bidders shall be entitled to bid at the Auction.

The Debtors, in consultation with the Consultation Parties, have the right to request any additional information that will allow the Debtors to make a reasonable determination as to a Qualified Bidder's financial and other capabilities to consummate the Sale(s) contemplated by their proposal and any further information that the Debtors believe is reasonably necessary to clarify and evaluate any Bid made by a Qualified Bidder during the Auction.

The Debtors, after consultation with the Consultation Parties, may announce at the Auction, modified or additional procedures for conducting the Auction or otherwise modify the Bidding Procedures.

b. **Terms of Overbids**. Each Overbid must comply with the following terms:

1. Minimum Overbid Increment. At the commencement of the initial solicitation of Overbids, the Debtors shall announce the minimum increment by which any Overbid must exceed the applicable Starting Bid; provided that, the initial increment must be at least $1 million. For each subsequent bid (a "**Subsequent Bid**"), the minimum Overbid must also be at least $1 million in excess of the next highest bid. The Debtors may, in their reasonable business judgment, and in consultation with the Consultation Parties, announce increases or reductions to the applicable minimum Overbid increment at any time during the Auction.

2. Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline by which time any Overbids must be submitted to the Debtors (an "**Overbid Round Deadline**"); provided that, the Debtors, in their reasonable business

judgment, and in consultation with the Consultation Parties, may extend any Overbid Round Deadline.

3. Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable in the aggregate to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' business judgment but shall otherwise comply with the terms of the Bidding Procedures.

c. **Consideration of Overbids**. The Debtors reserve the right in their business judgment, in consultation with the Consultation Parties, to adjourn the Auction one or more times, to, among other things (1) facilitate discussions between the Debtors and Qualified Bidders, (2) allow Qualified Bidders the opportunity to consider how they wish to proceed, and (3) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment and in consultation with the Consultation Parties, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent financing commitments to consummate the proposed Sale at the prevailing Overbid amount.

d. **Closing the Auction**. The Auction shall continue until there is only one or more Qualified Bids that the Debtors determine, in their business judgment and in consultation with the Consultation Parties, to be the highest or otherwise best Qualified Bid for the respective Asset Sale. Such Qualified Bid shall be designated the "**Successful Bid**" for such Sale and the Qualified Bidder submitting such Qualified Bid shall be designated the "**Successful Bidder**" with respect to such Sale. At such time the Debtors will close the Auction and designate, in their business judgment and in consultation with the Consultation Parties, the Back-Up Bid and Back-Up Bidder in accordance with the Bidding Procedures. The Debtors' designation of a Qualified Bid as a Successful Bid (or Back-Up Bid, as applicable) shall be subject to and conditioned on the Court's approval of such Successful Bid (or Back-Up Bid, as applicable) and the Sale contemplated thereby. As soon as reasonably practicable after the designation of a Successful Bid (or Back-Up Bid, as applicable), the Debtors shall finalize definitive documentation to implement the terms of such Successful Bid (or Back-Up Bid, as applicable) and cause such definitive documentation to be filed with the Court.

e. **Rejection of Bids**. The Debtors in their reasonable business judgment may (in consultation with the Consultation Parties) reject, at any time before entry of an order of the Court approving a Successful Bid (or Back-Up Bid, as applicable), any Bid that the Debtors determine is (1) inadequate or insufficient, (2) not in conformity with the requirements of the Bankruptcy Code and/or the Bidding Procedures, or (3) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders.

Nothing in these Auction Procedures (if an Auction is held) will prevent the Debtors or their respective governing bodies from exercising their respective fiduciary duties under applicable

law or as reasonably determined in good faith by the Debtors to terminate the Auction or any of the Sale(s) considered therein.

Within one (1) business day following the conclusion of the Auction, the Debtors shall file a notice on the Court's docket identifying (with specificity) the Successful Bidder for the respective Asset Sale and any applicable Back-Up Bidder.

The Debtors' presentation to the Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtor's acceptance of such Bid. The Debtors will have accepted a Successful Bid only when such Successful Bid has been approved by the Court at the Sale Hearing(s).

All bidders at the Auction will be deemed to have consented to the core jurisdiction and constitutional authority of the Court and waived any right to jury trial in connection with any disputes relating to the Auction, the Sale(s), and all agreements entered into in connection with any proposed Sale(s).

XIII. DESIGNATION OF BACK-UP BIDDER

Notwithstanding any of the foregoing, in the event that a Successful Bidder fails to close a Sale prior to such date as specified in the applicable purchase agreement (or such date as may be extended by the Debtors), the Debtors, (i) shall provide written notice to the Back-Up Bidder (if any) and (ii) file and serve a notice of intent to proceed with the Back-Up Bidder (the "**Notice of Intent to Proceed with Back-Up Bidder**"), at which time the Back-Up Bidder will be deemed to be the Successful Bidder for such Assets, and the Debtors will be authorized, but not directed, to close the Sale to the Back-Up Bidder subject to the terms of the Back-Up Bid, as approved by the Sale Order.

Notwithstanding the foregoing, affected landlords or contract counterparties shall have seven (7) days from the filing of a Notice of Intent to Proceed with the Back-Up Bidder to object to the approval of the assumption and assignment of any contract or lease by the Back-Up Bidder. The assumption and assignment of such contract or lease shall not be approved or otherwise authorized in connection with the closing of the Sale to the Back-Up Bidder until such objection period has run and any timely objections resolved, and no finding or conclusion of law regarding the approval of the Sale to the Back-Up Bidder shall have a preclusive effect on such objecting counterparty's rights with respect to assumption and assignment of any contract or lease except to the extent agreed upon or adjudicated to the contrary. If a timely objection is filed, the Debtors may seek to have such objection resolved on an expedited basis upon reasonable notice under the circumstances (which notice shall be no less than seven (7) days).

XIV. AS-IS, WHERE-IS

Consummation of any Sale will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtors or their estates, except as specifically accepted or agreed to by the Debtors in the executed definitive documentation for the Sale(s) (the "**Definitive Documents**"). Unless otherwise specifically accepted or agreed to by the Debtors in the Definitive Documents, all of the Debtors' right, title, and interest in and to the Assets disposed of in a Sale will be transferred to the Successful Bidder (or Back-Up Bidder, as

applicable) free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests in accordance with sections 363(f) of the Bankruptcy Code.

XV. SALE HEARING(S)

The Court shall hold a hearing to consider approval of the Successful Bid (and Back-Up Bid, as applicable) and the Sale(s) contemplated thereby (each such hearing, a "**Sale Hearing**"). The Sale Hearing(s) may be adjourned by the Debtors, in consultation with the Consultation Parties, from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing(s) or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the chapter 11 cases.

XVI. RETURN OF GOOD FAITH DEPOSIT

The Good Faith Deposits of all Qualified Bidders shall be held in escrow, but shall not become property of the Debtors' estates absent further order of the Court. At the closing of a Sale contemplated by a Successful Bid, the Debtors shall retain any Good Faith Deposit submitted by each Successful Bidder. The applicable Successful Bidder will be entitled to a credit for the amount of its Good Faith Deposit to the extent such a deposit was provided. The Good Faith Deposits of any Back-Up Bidder shall be retained until three (3) business days after the applicable closing date (each, a "**Closing Date**"). The Good Faith Deposits of any other Qualified Bidders will be returned as soon as reasonably practicable, but no later than three (3) business days following the entry of the Sale Order.

If a Successful Bidder (or, if the Sale is to be closed with a Back-Up Bidder, then the Back-Up Bidder) fails to consummate the Sale because of a breach or failure to perform on the part of such bidder, then, subject to the terms of the applicable Qualified Bid Purchase Agreement (as such agreement may be amended or modified at the Auction), the Debtors and their estate shall be entitled to retain the Good Faith Deposit of such Successful Bidder (or, if the Sale is to be closed with the Back-Up Bidder, then such Back-Up Bidder) as part of the damages resulting to the Debtor and its estate for such breach or failure to perform.

XVII. RESERVATION OF RIGHTS AND MODIFICATIONS

Notwithstanding any of the foregoing, the Debtors, in consultation with the Consultation Parties, reserve the right to modify these Bidding Procedures at or prior to the Auction, including, without limitation, to extend the deadlines set forth herein, modify bidding increments, waive terms and conditions set forth herein with respect to any or all Potential Bidders (including, without limitation, the Bid Requirements), impose additional terms and conditions with respect to any or all potential bidders, adjourn or cancel the Auction at or prior to the Auction, and/or adjourn the Sale Hearing(s); provided that, the Debtor may not amend these Bidding Procedures or the Bidding Process to reduce or otherwise modify its obligations to consult with, or otherwise provide documents or other information to, any Consultation Party or to modify the Bid Protections. The Debtors further reserve their rights to pursue a plan of reorganization for some or all of the Assets.

The Debtors shall consult with the Consultation Parties as explicitly provided for in these Bidding Procedures; provided that, the Debtors shall not be required to consult with any

Consultation Party (or its advisors) regarding any particular issue, selection, or determination if the Debtors determine in good faith on advice of counsel that such consultation would be inconsistent with the exercise of their fiduciary duties; provided further that, the Debtors and professionals for the Consultation Parties will confer in good faith regarding the necessity to screen certain information to be conveyed through the consultation process.

Each reference in these Bidding Procedures to "consultation" (or similar phrase) with the Consultation Parties shall mean consultation in good faith.

Following Debtors' consultation with the Committee as a Consultation Party on any issue where such consultation is provided for herein, or where the Debtors fail to consult with the Committee as provided, to the extent a dispute regarding such issue remains unresolved, the Committee expressly reserves the right to seek relief from the Bankruptcy Court on an expedited basis with regard to such unresolved issue, including with respect to any proposed modifications to the Bidding Procedures, and the Debtors agree not to oppose the Committee's request to seek expedited relief.

XVIII. FIDUCIARY OUT

Notwithstanding anything to the contrary in the Bidding Procedures or any document filed with or entered by the Court, nothing in the Bidding Procedures or the Bidding Procedures Order shall require a Debtor or its board of directors, board of managers, or similar governing body to take any action or to refrain from taking any action with respect to any Sale(s) or the Bidding Procedures to the extent such Debtor or governing body determines in good faith, in consultation with counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in the Bidding Procedures or any document filed with the Court, until the closing of the Auction (or cancellation thereof), the Debtors, in consultation with the Consultation Parties, shall have the right to, subject to the restrictions otherwise set forth herein: (A) consider, respond to, and facilitate unsolicited alternate proposals for sales or other transactions involving any or all of the Assets (each, an "**Alternate Proposal**"); (B) provide access to non-public information concerning the Debtors to any entity pursuing an Alternate Proposal; provided that, the Debtors enter into a reasonable and customary confidentiality agreement or nondisclosure agreement with any such entity; (C) maintain or continue discussions or negotiations with respect to Alternate Proposals; (D) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiations of Alternate Proposals; and (E) enter into or continue discussions or negotiations with any person or entity regarding any Alternate Proposals. For the avoidance of doubt, nothing in these Bidding Procedures shall prevent the Debtors or their affiliates from continuing the marketing process and/or otherwise seeking the highest and best price with respect to any transaction providing for the sale or disposition of the Assets.

XIX. CONSENT TO JURISDICTION

All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction or the construction and enforcement of the Bidding Procedures.