

SCHEDULE 1 TO BIDDING
PROCEDURES ORDER

BIDDING PROCEDURES¹

These bidding procedures (the “Bidding Procedures”) set forth the terms by which debtor Family Christian, LLC and its debtor affiliates (the “Debtors”) may effectuate a sale (the “Sale”) of substantially all of their assets (the “Assets”) subject to the terms and conditions and in accordance with the process and procedures set forth herein. These Bidding Procedures were approved by an order (the “Bidding Procedures Order”) entered April ____, 2015 by the U.S. Bankruptcy Court for the Western District of Michigan (the “Bankruptcy Court”) in the following proceeding: *In re Family Christian, LLC et al.* Case No. 15-00643-jtg (jointly administered).

For all purposes in implementing and carrying out the purposes of these Bidding Procedures, including publicizing the Sale, evaluating bids and generally guiding the course of the auction process, the Debtors shall be represented by the Debtors’ Broker (defined below), the Operating Debtor’s CEO, Chuck Bengochea, and the Debtors’ financial advisor, Gary Murphey (collectively the “Debtor Auction Team”).

I. Important Dates, Contact Information, and Terms

The following dates and deadlines apply to the proposed Sale.

General Bid Deadline:	May 18, 2015 at 5 p.m. (Prevailing ET)
Auction:	May 21, 2015 at 10 a.m. (Prevailing ET)
Sale Hearing:	June 4, 2015 at 10 a.m. (Prevailing ET)

The key dates in the sale process may be extended by the Debtors in consultation with the Consultation Parties (defined below) or by the Bankruptcy Court for cause.

Parties interested in the Assets may contact the Debtors through Brookwood Associates LLC, their court-appointed business broker and investment banker (the “Broker”) by contacting: Amy Forrestal, Managing Director, Brookwood Associates, 3575 Piedmont Road, 15 Piedmont Center Suite 820, Atlanta, GA 30305 Telephone: (404) 874-7433, Email: af@brookwoodassociates.com.

“Consultation Parties” means, collectively, the Debtors and their professional advisors, the official committee of unsecured creditors appointed in the Debtors’ chapter 11 cases (the “Creditors’ Committee”), and the Debtors’ secured lenders: FC Special Funding, LLC, and Credit Suisse AG, Cayman Islands Branch (each, a “Secured Lender” and collectively, the “Secured Lenders”).

¹ Capitalized terms not otherwise defined herein have the meanings given to them in the Bidding Procedures Order or the Bid Motion as defined therein. The Debtors are: Family Christian, LLC; Family Christian Holding, LLC; and FCS Giftco, LLC.

II. Due Diligence and Participation

To participate in the sale process as a potential purchaser, conduct due diligence upon the Assets and be entitled to submit a bid for consideration hereunder, a party (each an “Interested Party”) must deliver the following to the Debtors’ Broker:

- (A) an executed confidentiality agreement in form and substance reasonably satisfactory to the Debtors;
- (B) a statement and other factual support demonstrating to the Debtors’ reasonable satisfaction, after consultation with the Consultation Parties, that the Interested Party has a *bona fide* interest in purchasing the Assets or some subset of the Assets; and
- (C) sufficient information, as determined by the Debtors in consultation with the Consultation Parties, to confirm that the Interested Party has the financial wherewithal and any required corporate, legal or other authorization necessary to close the Sale, including, but not limited to, a form of financial disclosure acceptable to the Debtors in their discretion.

Upon satisfactory receipt of the items above, as determined by the Debtors in consultations with the Consultation Parties, then such Interested Party will be deemed a “Potential Bidder,” and the Debtors’ Broker will deliver to such Potential Bidder: (A) an information package containing information and financial data with respect to the Assets (the “Information Package”); and (B) access information for the Debtors’ confidential electronic data room concerning the Assets (the “Data Room”). The identity of each Potential Bidder may be disclosed to any other Potential Bidders. Debtors’ Broker will deliver a list of all current Potential Bidders to the Debtors and the Consultation Parties within one (1) business day after each Potential Bidder is added.

Until the business day immediately preceding the Bid Deadline, the Debtors will provide any Potential Bidder such due diligence access or additional information as the Debtors, in consultation with the Consultation Parties, determine to be reasonably requested and appropriate under the circumstances. In the event that any such due diligence material is in written form and has not previously been provided to any other Potential Bidder, the Debtors will provide such materials to all Potential Bidders to the extent practicable, as well as to the Consultation Parties.

Unless otherwise determined by the Debtors, in consultation with the Consultation Parties, the availability of additional due diligence to a Potential Bidder will cease if (A) the Potential Bidder does not become a Qualified Bidder or (B) the bidding process is terminated in accordance with its terms. Except as provided above with respect to the Information Package and access to the Data Room, neither the Debtors nor their representatives will be obligated to furnish any information of any kind whatsoever relating to the Assets to any party.

The Secured Lenders will each be deemed a Potential Bidder for purposes of participating in the above referenced diligence process. A party may participate in the bidding process by submitting a bid to purchase less than all of the Assets. In addition, parties may

participate in the bidding process by submitted a joint bid to purchase all, or less than all, of the Assets.

III. General Bid Deadline

A Potential Bidder that desires to make a bid shall deliver written and electronic copies of its bid in both PDF and WORD format to the Notice Parties listed below so as to be received no later than 5:00 p.m. (Prevailing Eastern Time) on May 18, 2015 (the “General Bid Deadline”).

The “Notice Parties” means each of the following: (A) Debtors c/o Family Christian, LLC, Attn: Chuck Bengochea, CEO, 5300 Patterson Avenue, SE, Grand Rapids, MI 49530, Email: chuck.bengochea@familychristian.com; (B) Debtors’ counsel, Keller & Almassian, PLC, Attn: A. Todd Almassian, Esq. and Greg J. Ekdahl, Esq., 230 East Fulton Street, Grand Rapids, MI 49503, Email: talmassian@kalawgr.com and gekdahl@kalawgr.com, and Burr Forman LLP, Attn: Erich Durlacher, Esq. and Brad Baldwin, Esq., 171 17th Street, NW, Suite 1100, Atlanta, GA 30363, Email: edurlacher@burr.com and bbaldwin@burr.com; (C) Creditors’ Committee counsel, Fox Rothschild LLP, Attn: Michael G. Menkowitz, Esq. and Paul J. Labov, Esq., 2000 Market Street, 20th Floor, Philadelphia, PA 19103, Email: mmenkowitz@foxrothschild.com and plabov@foxrothschild.com; (D) counsel to FC Special Funding, LLC, Thompson Hine, LLC, Attn: John F. Isbell, Esq. and Scott B. Lepene, Esq., 3560 Lenox Road, Suite 1600, Atlanta, GA 30326, Email: john.isbell@thompsonhine.com and scott.lepene@thompsonhine.com; and (E) counsel to Credit Suisse AG, Cayman Islands Branch, Sidley Austin LLP, Attn: Jennifer C. Hagle, Esq. and Gabriel R. MacConaill, Esq., 555 West Fifth Street, Los Angeles, CA 90013, Email: jhagle@sidley.com and gmacconail@sidley.com.

IV. Qualified Bids

Assuming that there is an Auction, a Potential Bidder will not be entitled to participate in any Auction or otherwise purchase the Assets, unless it shall have submitted a Qualified Bid by the General Bid Deadline in accordance with these Bidding Procedures that includes all of the following items (the “Bid Package”):

- (A) an executed confidentiality agreement in form and substance reasonably satisfactory to the Debtors;
- (B) The true identity of the party submitting the bid and details regarding any other parties participating in the bid;
- (C) A written acknowledgment by the Qualified Bidder and each participant in such bid that it/they agrees to all of the terms set forth in these Bidding Procedures;
- (D) Written evidence that the Qualified Bidder has obtained authorization and approval from its board of directors (or comparable governing body) with respect to the submission of its bid and acceptance of the terms set forth in these Bidding Procedures, or representation that no such authorization or approval is required;
- (E) Audited (if in existence) or unaudited financial statements and/or other written evidence of a financing commitment or other evidence, satisfactory to the

Debtors, in consultation with the Consultation Parties, of the financial ability to close under its asset purchase agreement within the deadline described above;

- (F) A signed asset purchase agreement (“APA”), substantially similar to the form asset purchase agreement attached hereto as Exhibit A and incorporated herein by reference, which shall contain a list of the unexpired leases and executory contracts to be assumed and assigned to the bidder²;
- (G) The APA shall contain an allocation of the proposed purchase price to the various categories of purchased assets, including, but not limited to, an allocation of the proposed purchase between the Debtors’ “owned” inventory and “consigned” inventory;
- (H) A good faith showing of adequate assurance of future performance with respect to any unexpired leases or executory contracts to be assumed and assigned to the Potential Bidder. With respect to unexpired leases of nonresidential real property, such information must include, but is not limited to, the following:
 - 1. The specific name of the Potential Bidder, the proposed tenant that will act as the assignee, and the proposed name under which the assignee intends to operate the store;
 - 2. The Potential Bidder’s intended use for the space;
 - 3. The Potential Bidder’s retail experience and experience operating in-line stores in a shopping center, including without limitation, the number of retail stores and locations of same, and identity and qualifications of management; and
 - 4. A contact person for the proposed assignee with whom the applicable counterparty may directly contact in connection with the adequate assurance of future performance;
- (I) the Potential Bidder will pay any and all cure costs associated with the assumption of any unexpired leases or executory contracts;
- (J) the bid is formal, binding and unconditional (except for those conditions expressly set forth in the applicable APA, including expressly stating any conditions relating to the assumption and assignment of contracts and leases) and is not subject to any due diligence or financing contingency and is irrevocable until the earlier of 48 hours after the sale of the Assets has closed or 30 days after the conclusion of the Sale Hearing;

² **THE APA ATTACHED AS EXHIBIT A IS A NON-BINDING, TEMPLATE AGREEMENT TO ASSIST POTENTIAL BIDDERS IN FORMULATING A BID FOR THE PURCHASE OF THE DEBTORS’ ASSETS. THIS TEMPLATE IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY.**

- (K) does not entitle a bidder to any breakup fee, termination fee, expense reimbursement or similar type of payment or reimbursement and includes a waiver of any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code related to bidding for the Assets;
- (L) is accompanied by the Good Faith Deposit (defined below); and
- (M) is a bid received by the Bid Deadline.

A Potential Bidder must deposit with either the Broker or an escrow agent selected by the Debtors (the “Deposit Agent”) a cash deposit equal to the greater of (i) \$1,000,000 or (ii) three and one half (3.5%) percent of the cash purchase price set forth in the APA (any such deposit, a “Good Faith Deposit”). The Good Faith Deposit must be made by wire transfer and will be held by the Deposit Agent.

If a bid is received and, in the Debtors’ judgment, after consultation with the Consultation Parties, it is not clear whether the bid is a Qualified Bid, the Debtors and the Consultation Parties may consult with the Potential Bidder and seek additional information in an effort to establish whether or not a bid is a Qualified Bid.

The Debtors shall provide to the Consultation Parties copies of each Bid Package received. A Bid Package received from a Potential Bidder that is determined by the Debtors, after consultation with the Consultation Parties, to meet the above requirements (or any modification to the above requirements made after consultation with the Consultation Parties) will be considered a “Qualified Bid,” and each Potential Bidder that submits a Qualified Bid will be considered a “Qualified Bidder.” For purposes of the Auction, the Secured Lenders will each be deemed a Qualified Bidder without the requirement of any deposit or submission of financial statements but subject in all respects to the Credit Bidding section set forth below.

A Qualified Bid and bids at the Auction may be valued by the Debtors, after consultation with the Consultation Parties, based upon factors such as: (A) the purported amount of the Qualified Bid, including the bid's impact on all constituents of the Debtors, any benefit to the Debtors’ bankruptcy estates from any assumption of liabilities, the waiver of liabilities through a credit bid, and an analysis of other non-cash consideration; (B) the value to be provided to the Debtors under the Qualified Bid, including the net economic effect upon the Debtors’ estates; (C) contingencies with respect to the Sale and the ability to close the proposed Sale without delay, and any incremental costs to the Debtors in closing delays; (D) the ability to obtain any and all necessary antitrust approvals for the proposed transaction; and (E) any other factors the Debtors, after consultation with the Consultation Parties, may deem relevant.

The Debtors, in consultation with the Consultation Parties, reserve the right to impose additional terms and conditions with respect to all Qualified Bidders, provided such terms and conditions shall not be materially inconsistent with these Bidding Procedures or the Bidding Procedures Order.

V. Credit Bid

For purposes of these Bidding Procedures and the Auction, the Secured Lenders shall each be deemed Potential Bidders and Qualified Bidders, and shall have the right to submit a credit bid up to the full amount of its allowed claim for the Assets or a subset of the Assets at the Auction.³ Notwithstanding the foregoing, nothing contained herein shall be deemed consent by the Creditors' Committee to the Secured Lenders' ability to credit bid their respective claims.

Briefs by any party in interest with standing to contest the ability of the Secured Lenders to credit bid their respective claims shall be made in writing and served upon the Notice Parties and filed with the Bankruptcy Court by no later than May 8, 2015, with any responsive briefs to be served and filed no later than May 13, 2015. The Bankruptcy Court will conduct an evidentiary hearing on May 15, 2015 at 10:00 a.m. (Prevailing Eastern Time) at United States Bankruptcy Court, One Division Avenue North, Third Floor, Courtroom C, Grand Rapids, Michigan 49503, to determine the Secured Lenders' ability to credit bid their respective claims.

In the event that (a) the Creditors' Committee or another party in interest brings a claim or proceeding against either Secured Lender contesting the nature, extent, validity, or priority of or seeking to avoid or subordinate any of the Secured Lenders' claims or any liens securing same or (b) the Creditors' Committee or any party in interest contests or the Bankruptcy Court limits either Secured Lenders' rights to credit bid the amount of their respective debt, such Secured Lender shall have the option to postpone the Auction upon prior written notice to the Debtors and the Consultation Parties.

VI. Baseline Bid

The Debtors, after consultation with the Consultation Parties, will select what they determine to be the highest or best Qualified Bid (or collection of Qualified Bids) for the Assets (the "Baseline Bid") to serve as the starting point at the Auction.

As soon as practicable after the General Bid Deadline and no later than May 19, 2015, the Debtors will identify the Baseline Bid and provide copies of all Qualified Bids (with such distribution permissible by electronic means, including posting to the Data Room) to (a) all Qualified Bidders; (b) each counterparty to an executory contract or unexpired lease that has been identified for assumption and assignment to a Qualified Bidder, subject to the counterparty's prior execution of a confidentiality agreement in form and substance reasonably satisfactory to the Debtors and the counterparty; (c) Baker Book House Company, subject to its prior execution of a confidentiality agreement in form and substance reasonably satisfactory to the Debtors and Baker Book House Company; and (d) Simon & Schuster, Inc., subject to its prior execution of a confidentiality agreement in form and substance reasonably satisfactory to the Debtors and Simon & Schuster, Inc.

³ Each Secured Lender may credit bid on the Assets for which it holds a first priority lien or Assets in which it holds a junior lien if it satisfies the obligations to the holder of all superior liens.

VII. Auction

If one or more Qualified Bids are received by the General Bid Deadline, then the Debtors will conduct an auction (the "Auction") to take place at 10:00 a.m. (Prevailing Eastern Time) on May 21, 2015, at the offices of Keller & Almassian, PLC, 230 East Fulton Street, Grand Rapids, Michigan 49503, or such other time as the Debtors, after consultation with the Consultation Parties, may notify Qualified Bidders who have submitted Qualified Bids.

Only a Qualified Bidder will be eligible to participate at the Auction, subject to such modifications and limitations as the Debtors may impose in good faith, after consultation with the Consultation Parties. Professionals and/or other representatives of the Consultation Parties, professionals and/or other representatives of Baker Book House Company and Simon & Schuster, Inc., and the United States Trustee will be able to attend and observe the Auction.

At the Auction, participants will be permitted to increase their bids. Bidding on the Assets will start at the purchase price and terms proposed in the Baseline Bid, and will proceed thereafter in increments of \$100,000 (the "Minimum Overbid").

The Debtors may adopt rules, after consultation with the Consultation Parties, for the Auction at any time that the Debtors determine to be appropriate to promote the goals of the bidding process and are not inconsistent with these Bidding Procedures, including auctioning subsets of the Assets first but making any "winning bid" on a subset of the Assets contingent upon the outcome of the Auction of all of the Assets. The Debtors, in consultation with the Consultation Parties, are permitted, but not required, to ascribe a liquidation value to certain assets to assist the Debtors in comparing bids for a subset of the Assets against bids for all of the Assets, provided that any ascribed liquidation value shall not be determinative of the actual value of such Assets. If the Debtors believe that such value would be overly speculative under the circumstances, however, they may decline to assign any such liquidation values. Any rules developed by the Debtors will provide that 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 with the understanding that the true identity of each Qualified Bidder will be fully disclosed to all other Qualified Bidders and that all material terms of each Qualified Bid submitted in response to the Baseline Bid or to any successive bids made at the Auction will be fully disclosed to all other Qualified Bidders throughout the entire Auction, and each Qualified Bidder will be permitted to take what the Debtors and the Consultation Parties determine to be an appropriate amount of time to respond to the previous bid at the Auction.

The Debtors reserve the right to and may, after consultation with the Consultation Parties, reject at any time before entry of the relevant Sale Order (as defined below) any bid that, in the Debtors' judgment, is: (A) inadequate or insufficient; (B) not in conformity with the requirements of the Bankruptcy Code, these Bidding Procedures or the terms and conditions of the Sale; or (C) contrary to the best interests of the Debtors and their estates. In doing so, the Debtors may take into account the factors set forth above regarding the contents of a Qualified Bid.

Prior to the conclusion of the Auction, the Debtors, after consultation with the Consultation Parties, will: (A) review and evaluate each bid made at the Auction on the basis of

financial and contractual terms and other factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the Sale; (B) identify the highest or otherwise best offer or collection of offers (the “Successful Bid”); (C) determine which Qualified Bid is the Successful Bid and which is the next highest or otherwise best bid (the “Next Highest Bid”) for the Assets; and (D) notify all Qualified Bidders participating in the Auction, prior to its adjournment, of the successful bidder (the “Successful Bidder”), the amount and other material terms of the Successful Bid and the identity of the party that submitted the Next Highest Bid (the “Next Highest Bidder”). At the Sale Hearing, the Debtors will present the Successful Bid and the Next Highest Bid to the Bankruptcy Court for approval.

No additional bids may be submitted or considered after the Auction unless the Court orders otherwise.

EACH BID - INCLUDING BIDS CONTAINED IN THE BID PACKAGE - SHALL CONSTITUTE AN IRREVOCABLE OFFER AND BE BINDING ON THE QUALIFIED BIDDER(S) FROM THE TIME BID IS SUBMITTED UNTIL THE EARLIER OF 48 HOURS AFTER THE SALE OF THE ASSETS HAS CLOSED OR 30 DAYS AFTER THE CONCLUSION OF THE SALE HEARING.

VIII. Notification by Debtors of the Successful Bid and Next Highest Bid

Within twenty-four (24) hours of the conclusion of the Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder and Next Highest Bidder, setting forth the proposed terms of the Successful Bid and Next Highest Bid, and attaching a copy of the Successful Bidder and Next Highest Bidders’ respective APA.

IX. Acceptance of Qualified Bids

The Debtors presently intend to consummate the Sale with the Successful Bidder, or if the Successful Bidder cannot or refuses to consummate the Sale because of the breach or failure on the part of the Successful Bidder, then with the Next Highest Bidder. However, the Debtors’ presentation of the Successful Bid and the Next Highest Bid to the Bankruptcy Court for approval does not constitute the Debtors’ acceptance of such bid. The Debtors will be deemed to have accepted the Successful Bid or the Next Highest Bid, as applicable, only when such bid has been approved by the Sale Order.

If for any reason the Successful Bidder fails to consummate the purchase of the Assets, or any subset thereof, the Next Highest Bid may be deemed by the Debtors (after consultation with the Consultation Parties) to be the highest or best bid, and the Debtors and the Next Highest Bidder will thereafter effect the sale of the Assets to the Next Highest Bidder as soon as is commercially reasonable. If such failure to consummate the purchase is the result of a breach by the Successful Bidder, the Debtors shall have the right to retain the Good Faith Deposit until required to return it by an order of the Bankruptcy Court and shall reserve the right to seek all available damages from the Successful Bidder, including, but not limited to, with respect to the Good Faith Deposit.

X. The Sale Hearing

On June 4, 2015 at 10:00 a.m. (Prevailing Eastern Time), subject to any continuance or postponement by the Bankruptcy Court, the Bankruptcy Court shall conduct a hearing (the “Sale Hearing”) to determine whether to approve the Sale of Assets free and clear of all liens, claims, interests and encumbrances, including the assumption and assignment of certain executory contracts and unexpired leases as described in the applicable APA.

At the Sale Hearing, the Debtors will seek Bankruptcy Court Approval of the Successful Bidder and the Next Highest Bidder. In the event the Successful Bidder cannot or refuses to consummate the Sale because of the breach or failure on the part of the Successful Bidder, the Debtors will be permitted to close with the Next Highest Bidder without further order of the Bankruptcy Court. The Debtors’ presentation to the Bankruptcy Court for approval of these particular bids does not constitute acceptance of any bids. The Debtors have accepted a bid only when the Bankruptcy Court, following the Sale Hearing, has approved the Sale and entered an order authorizing and approving the Sale, which shall be in form and substance acceptable to the Debtors and the Successful Bidder or the Next Highest Bidder, as applicable (the “Sale Order”). After consultation with the Consultation Parties, the Sale Hearing may be adjourned or rescheduled without notice or with limited and shortened notice to parties other than the Consultation Parties, including by (A) an announcement of such adjournment at the Sale Hearing or at the Auction or (B) the filing of a notice of adjournment with the Bankruptcy Court prior to the commencement of the Sale Hearing.

XI. Terms of Sale; “As Is, Where Is”

Any Sale shall be on an “as is, where is” basis and without representations or warranties of any kind, nature or description by the Debtors, their agents or the Debtors’ chapter 11 estates, whether written or verbal, whether express, implied or by operation of law, except and solely to the extent expressly set forth in the APA of the Successful Bidder or the Next Highest Bidder, as applicable. Each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Assets that are the subject of the Auction prior to making its bid, that it has relied solely upon its own independent review and investigation in making its bid. Except as otherwise provided in the APA of the Successful Bidder or the Next Highest Bidder, as applicable, all of the Debtors’ right, title and interest in the Assets shall be sold free and clear of liens, claims, interests and encumbrances as proposed in the form of Sale Order (collectively, “Liens”), with any Liens to attach to the proceeds of the Sale as provided in the proposed form of Sale Order.

XII. Closing

Except to the extent of any contrary provision in the APA of the Successful Bidder or the Next Highest Bidder, as applicable, the closing (the “Closing”) shall occur on or before June 8, 2015, subject to the right of the Debtors and the Successful Bidder or the Next Highest Bidder, as applicable, to extend such date is consistent with such party’s APA and these Bidding Procedures.

XIII. General

The Debtors may, after consultation with the Consultation Parties, amend these Bidding Procedures or the bidding process at any time and from time to time in any manner that they determine will best promote the goals of the Bidding Procedures, including extending or modifying any of the dates described herein. The Debtors shall promptly notify parties in interest and Potential Bidders of any such modifications. No bidder has any rights against the Debtors, their estates, the Debtors' Broker, or any of the Debtors' other professionals by virtue of any modification of these Bidding Procedures, or by virtue of having or not having its bid accepted by the Debtors or approved by the Bankruptcy Court. To participate in the Auction, each Qualified Bidder will sign an acknowledgment of no rights or claims against the Debtors, their estates, the Debtors' Broker, or the Debtors' professionals for the foregoing.

XIV. Return of Good Faith Deposit

The Good Faith Deposits of all Qualified Bidders will be held in escrow by the Deposit Agent and while held in escrow will not become property of the Debtors' bankruptcy estates unless released from escrow pursuant to terms of the applicable escrow agreement or pursuant to further order of the Bankruptcy Court. The Deposit Agent will retain the Good Faith Deposits of the Successful Bidder and the Next Highest Bidder until the closing of the Sale unless otherwise ordered by the Bankruptcy Court. The Good Faith Deposits of the other Qualified Bidders will be returned within four business days of the entry of the Sale Order. At the closing of the Sale contemplated by the Successful Bid, the Successful Bidder will be entitled to a credit for the amount of its Good Faith Deposit. The Good Faith Deposit of the Next Highest Bidder will be released by the Debtors four (4) business days after the Closing of the Sale. Upon the return of the Good Faith Deposits, their respective owners will receive any and all interest that will have accrued thereon.

XV. Consultation with Consultation Parties

In the event that any Consultation Party or an affiliate of any of the foregoing, submits a Qualified Bid, including without limitation, the Secured Lenders, then such party shall cease to be a Consultation Party.

For the avoidance of doubt, if a member of the Creditors' Committee submits a Qualified Bid, the Creditors' Committee will continue to have Consultation Rights; provided, however, that the Creditors' Committee shall exclude such member from any discussions or deliberations regarding the sale of the Assets and shall not provide any information regarding the sale of the Assets to such member.

XVI. No Modification to Cash Collateral Order

Nothing herein is intended to or shall be deemed to vary, modify, alter or supersede in any way the terms of any order(s) entered by the Bankruptcy Court respecting the Debtors' use of "cash collateral."

XVII. Reservation of Rights

In consultation with the Consultation Parties (defined below), the Debtors reserve the right to amend or modify the proposed Bidding Procedures, including without limitation, the proposed Bid Deadline, Auction Date, and Sale Hearing date, in connection with the conditions or requirements of any Qualified Bidder (as defined in the Bidding Procedures) who may wish to be a stalking horse bidder for the Assets.

EXHIBIT A

ASSET PURCHASE AGREEMENT

Because of its voluminous size, copies of the form Asset Purchase Agreement (the “APA”) are not included with this service copy of the Motion and the Bidding Procedures. Copies of the form APA are available as follows:

1) By contacting Debtor’ counsel: Keller & Almassian, PLC, Attn: A. Todd Almassian, Esq. and Greg J. Ekdahl, Esq., 230 East Fulton Street, Grand Rapids, MI 49503, Email: talmassian@kalawgr.com and gekdahl@kalawgr.com, or Burr Forman LLP, Attn: Erich Durlacher, Esq. and Brad Baldwin, Esq., 171 17th Street, NW, Suite 1100, Atlanta, GA 30363, Email: edurlacher@burr.com and bbaldwin@burr.com Debtors’ counsel will supply a copy by mail or by email delivery.

2) At the Bankruptcy Court’s internet webpage: <https://ecf.miwb.uscourts.gov>. A login and password to the Court’s Public Access to Electronic Records (“PACER”) are required to access the Bankruptcy Court’s internet webpage and can be obtained through the PACER Service Center at <http://www.pacer.psc.uscourts.gov>.

3) On or after April 10, 2015, the Debtor's anticipate the form APA also will be available at no charge at the independent, internet website maintained by Debtors’ Claims Agent: <http://dm.epiq11.com/FamilyChristian>.