

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

<b>IN RE:</b>  <b>GOLDEN COUNTY FOODS, INC., et al.,<sup>1</sup></b>  <b>DEBTORS</b>	§ § § § § §	<b>CHAPTER 11</b>  <b>CASE NO. 15-11062 (KG)</b>  <b>JOINTLY ADMINISTERED</b> <b>Re: Docket No. 58</b>
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**CERTIFICATION OF COUNSEL REGARDING ORDER GRANTING  
DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING  
BIDDING PROCEDURES, SCHEDULING AN AUCTION  
AND A SALE HEARING, AND (II) GRANTING RELATED RELIEF**

The undersigned hereby certifies as follows:

1. On May 22, 2015, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of Orders (I) Approving Bidding Procedures, Scheduling an Auction and a Sale Hearing, and (II) Granting Related Relief* [Docket No. 58] (the “Bidding Procedures Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. On June 15, 2015, the Court held a hearing (the “Hearing”) on, *inter alia*, the Bidding Procedures Motion. At the Hearing, the Court approved the Bidding Procedures Motion, subject to certain revisions being made to the proposed form of order.

3. The Debtors have prepared a revised form of order (the “Revised Bidding Procedures Order”) approving the Bidding Procedures Motion. The Revised Bidding Procedures Order reflects discussions between the Debtors and counsel to certain PACA claimants (the

<sup>1</sup> The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Golden County Foods, Inc. (3018); GCF Franchisee, Inc (3151); and GCF Holdings II, Inc. (4385). The address of the Debtors’ corporate headquarters is 300 Moore Road, Plover, Wisconsin 54467.



“PACA Claimants”) on the record at the Hearing. The Bidding Procedures Order has been circulated to, and is acceptable to, the PACA Claimants.

4. The Revised Bidding Procedures Order is attached hereto as Exhibit A. For the convenience of the Court and all parties in interest, a blackline of the Revised Bidding Procedures Order against the form of order presented to the Court at the Hearing is attached hereto as Exhibit B.

Dated: June 16, 2015  
Wilmington, Delaware

**RICHARDS, LAYTON & FINGER, P.A.**

/s/ Tyler D. Semmelman

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**EXHIBIT A**

**Interim Order**

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

<b>IN RE:</b>	§	<b>CHAPTER 11</b>
	§	
<b>GOLDEN COUNTY FOODS, INC.,</b>	§	<b>CASE NO. 15-11062 (KG)</b>
<b>et al.,</b>	§	
	§	<b>JOINTLY ADMINISTERED</b>
<b>DEBTORS</b>	§	<b>Re: Docket No. 58</b>

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**ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN ORDER  
(I) APPROVING BIDDING PROCEDURES, SCHEDULING AN AUCTION,  
AND A SALE HEARING, AND (II) GRANTING RELATED RELIEF**

This matter comes before the Court upon consideration of the motion of Golden County Foods, Inc., GCF Holdings II, Inc., and GCF Franchisee, Inc. (the “Debtors”) for entry of orders (i) approving bidding procedures and scheduling an auction for the sale of substantially all of the assets of GCF (the “Purchased Assets”) to Monogram Appetizers, LLC (“Monogram” or the “Stalking Horse Bidder”) free and clear of all interests under section 363 of the Bankruptcy Code,<sup>1</sup> and (ii) granting certain related relief (the “Motion”) [Docket No. 58].<sup>2</sup> After due deliberation and having determined that the relief requested in the Motion is in the best interest of the Debtors and their estates,

**THE COURT HEREBY FINDS THAT:<sup>3</sup>**

A. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this Court

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<sup>1</sup> 11 U.S.C. § 101, *et seq.* Unless otherwise noted, all statutory references are to the Bankruptcy Code.

<sup>2</sup> All capitalized terms used, but not otherwise defined, in this Order shall have the meanings given in the Sale Motion.

<sup>3</sup> The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 105(a), 363(b) and (f), 365, 503 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) and Rules 2002(a)(2), 6004(a), (b), (c), (e) and (f), 6006(a) and (c), 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 6004-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

B. Notice of the Motion, having been given to the Notice Parties, is sufficient in light of the circumstances and the nature of the relief requested in the Motion.

C. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion, including without limitation, (i) approval of the Bidding Procedures and the Break-Up Fee; and (ii) approval of, and authorization to serve, the Notice of Auction and Sale Hearing and the Cure Notice.

D. The Break-Up Fee and Expense Reimbursement, if applicable, to be paid under the circumstances described in the Motion to the Stalking Horse Bidder are (i) actual and necessary costs and expenses of preserving the Estates, within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code, (ii) commensurate to the real and substantial benefit conferred upon the Debtors’ estate by the Stalking Horse Bidder, (iii) reasonable and appropriate, in light of the size and nature of the proposed sale and comparable transactions, the commitments that have been made and the efforts that have been and will be expended by the Stalking Horse Bidder, and (iv) necessary to induce the Stalking Horse Bidder to continue to pursue the sale and to continue to be bound by the APA.

E. The Break-Up Fee and Expense Reimbursement were a material incentive to the Stalking Horse Bidder to submit a bid that will serve as a minimum or floor bid. The Stalking

Horse Bidder will provide a material benefit to the Debtors' estates by increasing the likelihood that the best possible price under the circumstances for the Purchased Assets will be received. Accordingly, the Bidding Procedures and the Break-Up Fee and Expense Reimbursement are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates.

F. The Bidding Procedures and the Asset Purchase Agreement were each negotiated in good faith and at arms' length between the Debtors and the Stalking Horse Bidder (as defined below). The process for selection of the Stalking Horse Bidder was fair and appropriate under the circumstances and is in the best interests of the Debtors' estates.

G. The Notice of Auction and Sale Hearing and the service thereof, and the service of the Cure Notice, are calculated to provide all interested parties with timely and proper notice of the Sale, the Sale Hearing, the Auction, and the Cure Amounts. Accordingly,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Bidding Procedures, in the form attached hereto as **Exhibit A**, are hereby approved and fully incorporated into this Order. The Debtors are authorized to undertake any and all actions necessary or appropriate to implement the Bidding Procedures.

2. Objections, if any, to the relief requested in the Motion that have not been withdrawn, waived, or settled are hereby overruled, provided, however, that nothing herein shall preclude any party from raising an objection to the Sale.

3. The Break-Up Fee and Expense Reimbursement are approved. The Debtors are authorized to designate Monogram as the Stalking Horse Bidder in accordance with the terms of the Motion and the APA. The Debtors' obligation to pay the Break-Up Fee and Expense Reimbursement shall survive termination of the APA, dismissal or conversion of the Chapter 11

Case, and confirmation of any plan of reorganization or liquidation, and shall constitute an administrative expense of the Debtors under Sections 503(b) and 507(a) of the Bankruptcy Code. No person or entity, other than the Stalking Horse Bidder, shall be entitled to any expense reimbursement, break-up fees, “topping,” termination or other similar fee or payment. The APA is a Qualified Bid. If the Successful Bid includes a credit bid (“Credit Bid”), the Successful Bid shall include a cash component sufficient to pay the Break-Up Fee and Expense Reimbursement at closing.

4. The Notice of Auction and Sale Hearing, substantially in the form attached hereto as **Exhibit B**: (i) is hereby approved; and (ii) shall be served, together with a copy of this Order, within 24 hours of entry of this Order upon each of (i) the Office of the United States Trustee; (ii) the Internal Revenue Service; (iii) all applicable federal, state, and local taxing authorities having jurisdiction over the Purchased Assets; (iv) counterparties to the Debtors’ executory contracts (the “Counterparties”); (v) all parties who are known to possess or assert a secured claim or other interest in or against any of the Purchased Assets; (vi) the Union and its counsel; (vii) all parties to any pension plan or collective bargaining agreement maintained, sponsored, or contributed to by any of the Debtors; (viii) counsel for the official committee of unsecured creditors (the “Committee”) appointed in this case; (ix) all parties that have requested notice pursuant to Bankruptcy Rule 2002; (x) any other parties known by the Debtors to have expressed an interest in purchasing some or all of the Debtors’ assets; (xi) all parties to any governmental approvals or permits; (xii) any applicable state or federal environmental agency; (xiii) the state attorney generals in any State in which any Debtor has operations; (xiv) the United States Attorney for the District of Delaware; and (xv) the Pension Benefit Guaranty Corporation (collectively, the “Notice Parties”).

5. Subject to the Bidding Procedures, if the Debtors do not receive any Qualified Bids other than the Stalking Horse Bidder's Qualified Bid, the Debtors shall report the same to the Court and declare the Auction a "failed auction" and may seek approval of the sale to the Stalking Horse Bidder on the terms set forth in the APA at the Sale Hearing. As further described in the Bidding Procedures, in the event that the Debtors timely receive at least one Qualified Bid other than the Stalking Horse Bidder's Qualified Bid, the Debtor shall conduct the Auction July 1, 2015 (the "Auction Date"), at Richards, Layton & Finger, LLP, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 at 9:00 a.m. (EST), or such later time or other place as the Debtor shall notify all Qualified Bidders. The Debtors shall provide 24 hours' notice of any change in the place the Auction is to be held.

6. Any person wishing to submit a higher or better offer for the Purchased Assets must do so in accordance with the terms of the Bidding Procedures.

7. All bidders submitting a Qualified Bid are deemed to have submitted to exclusive jurisdiction of the Court with respect to all matters related to the Auction and the terms and conditions of the transfer of the Purchased Assets.

8. The Debtors are hereby authorized to conduct the sale without complying with any state or local bulk transfer law or requirements.

9. At least twenty-one (21) days prior to the Sale Hearing, the Debtors shall file and serve the Cure Notice upon all executory contract Counterparties, which notice shall set out the applicable Cure Amounts, if any. The Cure Notice shall be in substantially the form attached hereto as **Exhibit C**, which form is hereby approved.

10. Objections, if any, to the Debtors' proposed Cure Amounts, and to the assumption and assignment of any executory contract and/or unexpired lease, must: (i) be in writing; (ii)



state with specificity the grounds for such objection (with appropriate documentation in support thereof); (iii) comply with the Bankruptcy Rules and the Local Rules; and (iv) be filed with this Court and served upon (so as to be **received** by) the Objection Service Parties on or before June 24, 2015 (the “**Objection Deadline**”).

11. Any party failing to timely file an objection, on or before the Objection Deadline, to the Cure Amounts and/or assumption and/or assignment of any executory contract or unexpired lease shall be forever barred from objecting to the Cure Amounts and/or to such assumption and/or assignment, and will be deemed to consent to the Cure Amounts and/or assumption and assignment of such executory contract or unexpired lease. Objections, if any, to the Cure Amounts and assumption and/or assignment of executory contracts or unexpired leases shall be heard at the Sale Hearing.

12. The failure of the Committee to object to a Credit Bid put forth by PNC in its own capacity or after receiving a direction from the Brazos Parties,<sup>4</sup> or the Court’s approval of any such credit bid shall not (a) prejudice or impair the rights of the Committee to challenge the nature, extent, validity, priority, perfection or amount of PNC’s or the Brazos Parties’ alleged liens, security interests and claims or (b) release the PNC or the Brazos Parties from any causes of action which can be brought by or on behalf of the Debtors’ estates.

13. Notwithstanding PNC’s right to Credit Bid or the Brazos Parties right to direct PNC to Credit Bid, the Committee and all other parties in interest reserve all rights to argue at the Sale Hearing that the Credit Bid is not the highest or best bid for any reason, including, but not limited to, the bidder’s financial wherewithal, and any pending or anticipated (a) lien

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<sup>4</sup> The “Brazos Parties” shall include Brazos Equity Fund II, L.P., Brazos Private Equity Partners L.L.C., Riata Capital Group LLC, or any of these entities’ affiliates.

perfection challenge, or (b) Committee Claims.<sup>5</sup> The Committee and any other party in interest also reserves all rights to argue at the Sale Hearing that any party having submitted a Credit Bid should be required to post a cash bond in an amount equal to the Credit Bid to protect the Debtors' estates in the event that PNC's or the Brazos Parties' prepetition liens are deemed invalid or if there are any unresolved lien perfection challenges or Committee Claims.

14. Nothing in this order shall preclude the Committee from seeking relief from the Court to extend any of the deadlines included in the Bid Procedures for cause shown, including, but not limited to, the Bid Deadline and the date of the Auction (as each term is defined in the Bid Procedures).

15. Nothing in this order shall be construed as authorizing the sale of assets held in trust under the Perishable Agricultural Commodities Act, 7 U.S.C. § 499a, et seq.

16. The Sale Hearing is scheduled to be held on July 2, 2015 at 9:30 a.m. before the Honorable Kevin Gross, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware. The Debtors will seek the entry of the Sale Order at the Sale Hearing approving and authorizing the sale of the Purchased Assets to the Successful Bidder, on terms and conditions consistent with the purchase agreement of the Successful Bidder, as may be amended and/or modified by agreement between the Debtors and the Successful Bidder.

17. Objections, if any, to the relief requested in the Motion must: (i) be in writing and filed with this Court; (ii) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules; and (iii) be filed and served upon, so as to be **received** by, the Objection Service Parties on or before the Objection Deadline. The failure of any person or entity to timely file an

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<sup>5</sup> "Committee Claims" shall mean any claims made by the Committee against the Brazos Parties, for among other theories, avoidance, reduction, recharacterization, disallowance, disgorgement, counterclaim, surcharge, subordination, and marshalling.

objection, on or before the Objection Deadline, to the Motion shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale of the Purchased Assets to the Successful Bidder or Alternate Bidder.

18. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h) and 6006(d), this Order shall be immediately effective and enforceable upon its entry.

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

20. To the extent that any provisions of this Order may be inconsistent with the Motion, the terms of this Order shall control.

Dated: June \_\_\_, 2015  
Wilmington, Delaware

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THE HONORABLE KEVIN GROSS  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT A**  
**BIDDING PROCEDURES**

### **Bidding Procedures**

Golden County Foods, Inc., GCF Holdings II, Inc., and GCF Franchisee, Inc. (the “Debtors”), debtors and debtors in possession in jointly administered Case No. 15-11062 presently pending in the United States Bankruptcy Court for the District of Delaware (the “Court”), contemplate the sale (the “Sale”) of all or substantially all of the assets of Golden County Foods, Inc. (the “Purchased Assets”) to Monogram Appetizers, LLC (“Monogram” or the “Stalking Horse Bidder”) pursuant to section 363 of title 11 of the United States Code (the “Bankruptcy Code”), subject to higher and better bids. The proposed Sale is subject to approval by the Court. In connection with the Sale, these bidding procedures (the “Bidding Procedures”) were approved by order of the Court dated June \_\_, 2015 (the “Bidding Procedures Order”).<sup>6</sup>

### **The Bidding Process**

These Bidding Procedures describe, among other things, the manner in which prospective bidders may gain access to due diligence materials concerning the Purchased Assets, the manner in which bidders and bids become Qualified Bidders (as defined below) and Qualified Bids (as defined below), respectively, the receipt and negotiation of bids received, the conduct of any Auction (as defined below), the ultimate selection of the Successful Bidder and Successful Bid (each as defined below), and the Court’s approval thereof (collectively, the “Bidding Process”).

### **Participation and Bidding Requirements**

The participation requirements are as follows:

- a. **Participation Requirements.** In order to participate in the bidding process, a person interested in acquiring the Purchased Assets (a “Potential Bidder”) must first deliver to (i) the Debtors, c/o their counsel, Patrick J. Neligan Jr. & John D. Gaither, Neligan Foley LLP, 325 N. St. Paul, Suite 3600, Dallas, TX 75201, [pneligan@neliganlaw.com](mailto:pneligan@neliganlaw.com), [jgaither@neliganlaw.com](mailto:jgaither@neliganlaw.com) and Mark D. Collins, Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, [collins@rlf.com](mailto:collins@rlf.com); (ii) Piper Jaffray, c/o Teri Stratton and Matt Roghair, 2321 Rosecrans Avenue, Suite 3200, El Segundo, CA 90245, [teri.l.stratton@pjc.com](mailto:teri.l.stratton@pjc.com); (iii) the Stalking Horse Bidder, c/o its counsel, David Cocke, Evans Petree PC, 1000 Ridgeway Loop Road, Suite 200, Memphis Tn., 38120, [dcocke@evanspetree.com](mailto:dcocke@evanspetree.com) and Robert Dehney and Curtis S. Miller, Morris, Nichols, Arsht & Tunnel LLP, 1201 North Market Street, 16th Floor, Wilmington, Delaware 19899-1347, [rdehney@mnat.com](mailto:rdehney@mnat.com), [cmiller@mnat.com](mailto:cmiller@mnat.com); (iv) PNC Bank, N.A., c/o its counsel, Robert W. Jones, 200 Crescent Court, Suite 1600, Dallas, Texas 75201, [robert.jones@hklaw.com](mailto:robert.jones@hklaw.com) and Regina Stango Kelbon, 1201 Market Street, Suite 800, Wilmington, DE 19801, [kelbon@blankrome.com](mailto:kelbon@blankrome.com); and (v) the Official Committee of Unsecured Creditors, c/o Kenneth Rosen, Sharon Levine, Jeffrey Prol, Lowenstein Sandler

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<sup>6</sup> Capitalized terms used, but not otherwise defined, in these Bidding Procedures shall have the meanings given in the Bidding Procedures Order.

LLP, 65 Livingston Ave., Roseland, New Jersey, [krosen@lowenstein.com](mailto:krosen@lowenstein.com), [slevine@lowenstein.com](mailto:slevine@lowenstein.com), [jprol@lowenstein.com](mailto:jprol@lowenstein.com) (the “Sale Notice Parties”).

- (i) Confidentiality Agreement. An executed confidentiality agreement in form and substance acceptable to Seller, PNC, and the Committee, if any, and its counsel; and
- (ii) Identification of Potential Bidder. Identification of the Potential Bidder and any Principals (as defined below), and the representatives thereof who are authorized to appear and act on their behalf for all purposes regarding the auction and the contemplated transaction

Upon receipt of the documents and information required by subparagraphs (b)(i) and (ii) above, the Debtors, in consultation with PNC and the Committee, will determine whether a bidder is reasonably likely to be able to fund and complete the consummation of a proposed transaction on terms no less favorable in the aggregate than the terms contained in the APA. As promptly as reasonably possible, the Debtors will determine and notify the interested person or entity if such person or entity is acceptable and deem such person or entity a “Potential Bidder.” The Debtors will notify each Potential Bidder that they have been so designated as a Potential Bidder within 24 hours of the date they are so designated.

b. **Qualified Bidder**. A “Qualified Bidder” is a Potential Bidder that:

- (i) delivers the documents described in subparagraph (a) above;
- (ii) delivers written evidence satisfactory to the Debtors, in consultation with PNC and the Committee, that demonstrates the Potential Bidder has the necessary financial ability to close the contemplated transaction without delay, including:
  - (a) current financial statements (audited if they exist);
  - (b) contact names and numbers for verification of financing sources; and
  - (c) evidence of internal resources and proof of any underwritten debt or equity funding commitments that are needed to close the contemplated transaction.
- (iii) The Debtors, in consultation with the Committee, determine are reasonably likely to submit a *bona fide* offer that (standing on its own or in combination with one or more other offers) would result in greater total consideration being received for the benefit of the Debtors’ creditors than under the APA and be able to promptly (and no later than 60 days after the Petition Date) consummate a sale if selected as a Successful Bidder (as defined below).

Within 24 hours of the receipt from a Potential Bidder of the information required under subparagraphs (i)-(iii) above, Seller shall determine and notify the Potential Bidder with respect to whether such Potential Bidder is a Qualified Bidder.

The Stalking Horse Bidder is a Qualified Bidder.

- c. **Access to Due Diligence Materials.** Only Potential Bidders that comply with the participation requirements set forth above are eligible to receive due diligence access or additional non-public information, subject to reasonable competitive and other business concerns. If the Debtors, in consultation with PNC and the Committee, determines that a Potential Bidder that has satisfied the participation requirements does not constitute a Qualified Bidder, then such Potential Bidder's right to receive due diligence information or additional non-public information shall terminate. The Debtors shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined below).
- d. **Due Diligence From Bidders.** Each Potential Bidder and Qualified Bidder (each, a "Bidder") shall comply with all reasonable requests for additional information and due diligence access by the Debtors or their advisors regarding such Bidder and its contemplated transaction. Failure by a Potential Bidder to comply with the requests for additional information and due diligence access will be a basis for the Debtors to determine that the Potential Bidder is not a Qualified Bidder. Failure by a Qualified Bidder to timely comply with requests for additional information and due diligence access will be a basis for the Debtors to determine that a bid made by a Qualified Bidder is not a Qualified Bid.
- e. **Bidding Process.** The Debtors, and their advisors, in consultation with PNC and the Committee, shall: (i) determine whether a Potential Bidder is a Qualified Bidder; (ii) coordinate the efforts of Bidders in conducting their due diligence investigations, as permitted by the provisions above; (iii) receive offers from Qualified Bidders; and (iv) negotiate any offers made to purchase the Purchased Assets (collectively, the "Bidding Process"). The Debtors shall, in consultation with PNC and the Committee, have the right to adopt such other rules for the Bidding Process (including rules that may depart from those set forth herein) that will better promote the goals of the Bidding Process and that are not inconsistent with any of the other provisions of the Bid Procedures or of any Bankruptcy Court order.
- f. **Bid Deadline.** A Potential Bidder that desires to make a bid must deliver written copies of its bid to the Sale Notice Parties no later than 12:00 p.m. (CDT) June 29, 2015 (the "Bid Deadline").
- g. **Bid Requirements**

- (a) To be eligible to participate in the Auction, each bid and each Qualified Bidder submitting such a bid must be determined by Seller to satisfy each of the following conditions:
- (i) Required Deposit: Each bid must be accompanied by a deposit (the “Required Deposit”) by wire transfer to an escrow agent selected by the Debtor in an amount of \$500,000. The Stalking Horse Bidder shall provide the Required Deposit on or before two days prior to the Auction.
  - (ii) Minimum Overbid: The minimum initial overbid shall exceed the Monogram Purchase Price by a total value of \$800,000. Any subsequent overbids must be in increments of at least \$100,000 in cash consideration. The Debtors, in their reasonable business judgment, in consultation with PNC and the Committee, may reduce the minimum overbid requirement at the Auction until the Debtors declare a Successful Bidder.
  - (iii) Irrevocable: Each bid must be irrevocable until two (2) business days after the Purchased Assets have been sold pursuant to the Closing of the sale approved by the Bankruptcy Court (the “Termination Date”) and must be in the form of an asset purchase agreement signed by the Qualified Bidder, provided, however, that the Stalking Horse Bidder shall not be required to be a Back-Up Bidder if it is not the Successful Bidder at the Auction.
  - (iv) As is Where is: Each bid must provide for the purchase of all or some portion of the Purchased Assets by the Potential Bidder on an “as is, where is” basis
  - (v) The Same or Better Terms: To the extent that a bid proposes to purchase less than substantially all the Debtors’ assets or contains, any variations from one or more material terms (including, but not limited to, an offer to purchase less than substantially all the Purchased Assets) the bid must, in the aggregate constitute an improvement, as determined by the Debtors, with consultation with PNC and the Committee, upon such term or terms as set forth in the APA. The bid must be on terms that, in the Debtors’ business judgment, upon consultation with PNC and the Committee are better than the terms of the APA plus the overbid requirements of paragraph (h)(ii), taking into account the quality and type of consideration being offered and the certainty of performing and closing in a timely



manner. A bid must include executed transaction documents pursuant to which the Qualified Bidder proposes to effectuate the contemplated transaction (the “Contemplated Transaction Documents”). A bid shall include copies of the Bidder’s asset purchase agreement and the proposed Sale Order marked to show all changes requested by the Bidder (including those related to Purchase Price). The Contemplated Transaction Documents must contain a representation that the Qualified Bidder shall make all necessary regulatory filings, if any, and pay all costs and expenses of such filings (including Seller’s costs and expenses).

- (vi) Each bid must either (a) provide for rejection of the CBA, (b) provide for assumption and assignment of the CBA and is not contingent upon any modifications or alterations to the Debtors’ obligations under the CBA or, (c) to the extent a bid requires any modifications or alterations to such obligations (but does not reject the CBA in its entirety), is accompanied by a signed, binding agreement with the Union providing for such modifications or alterations;
- (vii) Each bid may not be conditioned on obtaining financing or any corporate, regulatory, stockholder or internal approval, or on the outcome or review of due diligence, but may be subject to the accuracy in all material respects at the closing of specified representations and warranties or the satisfaction in all material respects at the closing of specified conditions, none of which shall be more burdensome than those set forth in the Asset Purchase Agreement.
- (viii) Each bid must include a designation of contracts and/or leases to be assumed and assigned to the Qualified Bidder and evidence of the Qualified Bidder’s ability to perform future obligations under such agreements;
- (ix) Corporate Authority: Each bid must include written evidence of the Qualified Bidder’s chief executive officer or other appropriate senior executive’s approval of the contemplated transaction; provided, however, that if the Qualified Bidder is an entity specially formed for the purpose of effectuating the contemplated transaction, then the Qualified Bidder must furnish written evidence reasonably acceptable to Seller of the approval of the contemplated transaction by the equity holder(s) of such Qualified Bidder (the “Principals”).

- (x) Financing Sources. Each bid must contain written evidence satisfactory to the Debtors, in consultation with the Committee, that demonstrates the Qualified Bidder has the necessary financial ability to close the contemplated transaction without delay (and no later than 60 days after the Petition Date) and provide adequate assurance of future performance under all contracts to be assumed in such contemplated transaction. Such information should include, *inter alia*, the following:
  - (a) the Qualified Bidder's current financial statements (audited if they exist);
  - (b) contact names and numbers for verification of financing sources;
  - (c) evidence of the Qualified Bidder's internal resources and proof of any underwritten debt or equity funding commitments that are needed to close the contemplated transaction; and
  - (d) any such other form of financial disclosure or credit quality support information or enhancement reasonably acceptable to or requested by the Debtors demonstrating that such Qualified Bidder has the ability to close the contemplated transaction without delay; provided, however, that the Debtors, in consultation with PNC and the Committee, shall determine in their reasonable discretion whether the written evidence of such financial wherewithal is reasonably acceptable, and shall not unreasonably withhold acceptance of a Qualified Bidder's financial qualifications.
- (b) No Fees Payable to Qualified Bidder: Other than the Qualified Bid of the Stalking Horse Bidder, a bid may not request or entitle the Qualified Bidder to any breakup fee, termination fee, expense reimbursement or similar type of payment. Moreover, by submitting a bid, a Bidder shall be deemed to waive the right to pursue a substantial contribution claim under section 503 related in any way to the submission of its bid or the Bidding Procedures.
- (c) Stalking Horse Protections: A bid must provide for the payment of the Stalking Horse Protections by such Qualified Bidder. The Stalking Horse

Bidder shall not be required to pay for or provide any Stalking Horse Protections.

A bid received from a Qualified Bidder before the Bid Deadline that meets the above requirements, and that satisfies the Bid Deadline requirement above, shall constitute a “Qualified Bid” if the Debtors believe, in their reasonable discretion, upon consultation with PNC and the Committee that such bid would be consummated if selected as a Successful Bid (as defined below). For purposes hereof, the APA is a Qualified Bid.

Each Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Purchased Assets that are the subject of the Auction prior to making any such bids; that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased 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 Purchased Assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Bidding Procedures or, as to the Successful Bidder(s), the asset purchase agreement(s) with such Successful Bidder(s).

In the event that any bid is determined by the Debtors not to be a Qualified Bid, the Qualified Bidder shall be refunded its Required Deposit within three (3) business days after such determination

- h. **PNC Credit Bid.** PNC has agreed not to credit bid obligations relating to Revolving Advances or the First Out Term Loan under the DIP Credit Agreement or the Pre-Petition Credit Agreement if a Qualified Bid (including the Qualified Bid submitted by the Stalking Horse Bidder under the APA) provides for payment in cash, at closing (and no later than sixty (60) days after the Petition Date), for application to the DIP Credit Agreement obligations and Pre-Petition Credit Agreement obligations, an amount equal to the greater of: (i) twenty-two million dollars (\$22,000,000); or (ii) an amount sufficient to fully satisfy, in cash, all obligations under the DIP Credit Agreement and Pre-Petition Credit Agreement other than Last Out Term Loan obligations.

Notwithstanding the foregoing, and subject to the terms and conditions of the Bidding Procedures Order, at the direction of Brazos, PNC may credit bid all amounts due under the Prepetition Credit Agreement, DIP Credit Agreement including all Revolving Advances and First Out Term Loan, any other amounts due under other documents, and the Last Out Term Loan provided that PNC, as agent and lender under the Senior Secured Superpriority Debtor-in-Possession Revolving Credit, Term Loan and Security Agreement (the “DIP Credit Agreement”), and as agent and lender under the pre-petition Revolving Credit, Term Loan and Security Agreement dated as of November 13, 2013 (the “Pre-Petition Credit Agreement”), or its designee shall be entitled to credit bid all or a

portion of the outstanding Last Out Term Loan obligations under the DIP Credit Agreement and the Pre-Petition Credit Agreement in accordance with section 363(k) of the Bankruptcy Code (a “Brazos Credit Bid”); provided, however, that any such Brazos Credit Bid must include a purchase offer by Brazos Equity Fund II, L.P. (or its assignee) for substantially all of the Purchased Assets that provides for payment in full, in cash, of (i) all Obligations under the DIP Credit Agreement, Prepetition Credit Agreement, Other Documents (other than Last Out Term Loan Obligations) (as those terms are defined in the DIP Credit Agreement) and (ii) the Break-Up Fee and Expense Reimbursement on the date of the sale closing

PNC is deemed to be a “Qualified Bidder” for purposes of submitting a bid in accordance with the terms herein and any such bid shall be deemed to be a “Qualified Bid” for all purposes herein.

- i. **No Qualified Bids.** If no Qualified Bids are received, the Debtors shall report the same to the Court and declare the Auction a “failed auction” and will seek final approval of the sale to the Stalking Horse Bidder under the APA at the Sale Hearing.
- j. **Auction Procedure.** If at least one Qualified Bid other than the Stalking Horse Bidder’s bid is received, the Debtors shall conduct the Auction on July 1, 2015, at Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 at 9:00 a.m. (EDT), or such later time or other place as the Debtors shall notify all Qualified Bidders. Only Qualified Bidders shall be eligible to participate in the Auction. The Debtors shall not consider a particular bid unless (i) the bidding party has submitted a Qualified Bid, (ii) the Qualified Bidder attends the Auction, and (iii) the Qualified Bidder’s representative at the Auction has authority to bind the Qualified Bidder.

Prior to the start of the Auction, the Debtors, in consultation with PNC and the Committee, shall evaluate all Qualified Bids, as well as the Stalking Horse Bidder’s bid and the APA, and shall determine which Qualified Bid constitutes the best offer for the Purchased Assets (the “Starting Auction Bid”). The Debtors shall announce the Starting Auction Bid at the start of the Auction. The Debtors shall provide the Stalking Horse Bidder and all Qualified Bidders with copies of all Qualified Bids at least 1 business day prior to the Auction.

The Debtors, in consultation with PNC and the Committee, may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g., the amount of time allotted to make subsequent Qualified Bids) for conducting the Auction, provided that such rules are (i) not inconsistent with the Bankruptcy Code, the Bidding Procedures, or any order of the Court, and (ii) disclosed to each Qualified Bidder at the Auction.

The Debtor shall announce at the Auction the material terms of each overbid, the basis for calculating the total consideration offered in each such overbid.

- k. **Minimum Overbids.** The minimum initial overbid shall exceed the Monogram Purchase Price by a total value of \$800,000. Any subsequent overbids must be in increments of at least \$100,000 in cash consideration (which amount the Debtors, in their reasonable business judgment, in consultation with PNC and the Committee, may modify at the Auction) until the Debtors, in consultation with PNC and the Committee, declare a Successful Bidder.
- l. **Successful Bidder.** At the conclusion of the Auction, the Debtors, in consultation with PNC and the Committee, shall (i) review the Stalking Horse Bidder's APA or any Qualified Bid of the Stalking Horse Bidder, and shall review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale, including those factors affecting the speed and certainty of consummation of the Qualified Bid, and all overbids submitted by any Qualified Bidder and the Stalking Horse Bidder, and (ii) identify the best bid (the "**Successful Bid**") and the bidder making such bid (the "**Successful Bidder**"). In determining the Successful Bidder, the Debtors shall consider the Break-Up Fee and Expense Reimbursement.

If at least one Qualified Bid in addition to the Stalking Horse Bidder's Qualified Bid is received, then, at the Sale Hearing, the Debtors will seek approval of the Successful Bid, and, at the Debtor's election, may also seek approval of the next best Qualified Bid (the "**Alternate Bid**") and, the bidder making such Alternate Bid, the "**Alternate Bidder**"), provided, however, that the Stalking Horse Purchaser may be permitted to be, but shall not be required to remain, an Alternate Bidder. The Debtors' presentation to the Court of the Successful Bid and, if applicable, the Alternate Bid will not constitute the Debtors' acceptance of such Qualified Bids until such Qualified Bids are approved by the Court at the Sale Hearing. Following approval of the Sale to the Successful Bidder, if the Successful Bidder fails to consummate the Sale for any reason, then the Alternate Bid, if one is selected, will be deemed to be the Successful Bid and the Debtors will be authorized, but not directed, to effect the Sale to the Alternate Bidder subject to the terms of the Alternate Bid of such Alternate Bidder without further order of the Court. The Alternate Bid shall remain open until the earlier of (a) sixty (60) days following the entry of the Sale Order or (b) the consummation of the Sale to the Successful Bidder.

Within six (6) hours following the selection of the Successful Bidder, the Debtor will file with the Court a notice of the selection of the Successful Bidder and the Alternate Bidder (the "**Auction Notice**"), copies of the Successful Bidder's Purchase Agreement and the Alternate Bidder's Purchase Agreement, and affidavits of the Debtors and the Successful Bidder in support of the sale of the Purchased Assets to the Successful Bidder. The Debtors will serve the Auction Notice upon all parties entitled to Notice.

- m. **Break-Up Fee.** The amount of the Break-Up Fee shall be \$500,000. In the event the Stalking Horse Bidder is not the Successful Bidder, the Stalking Horse Bidder shall be entitled to payment of the Break-Up Fee from the proceeds of the

sale of the Purchased Assets in accordance with the APA. If the Successful Bid includes a credit bid, the credit bid shall include a cash component for the payment of the Break-Up Fee. The Debtors' obligation to pay the Break-Up Fee pursuant to the terms of these Bidding Procedures and the APA shall survive termination of the APA, dismissal or conversion of the Chapter 11 Case, and confirmation of any plan of reorganization or liquidation, and shall constitute an administrative expense of the Debtors under sections 503(b) and 507(a).

- n. **Expense Reimbursement.** In the event the Stalking Horse Bidder is not the Successful Bidder, the Stalking Horse Bidder shall be entitled to an expense reimbursement of documented expenses of up to \$150,000 (the "Expense Reimbursement"). Prior to receiving the Expense Reimbursement, the Stalking Horse Bidder must provide documentary support of the expenses for which it seeks reimbursement to the Debtors, the Committee, and the United States Trustee, who shall have ten days from the receipt of such documentation to object to the requested expenses. The Stalking Horse Bidder shall be entitled to payment of the Expense Reimbursement from the proceeds of the sale of the Purchased Assets in accordance with the APA. If the Successful Bid includes a credit bid, the credit bid shall include a cash component for the payment of the Expense Reimbursement. The Debtors' obligation to pay the Expense Reimbursement pursuant to these Bidding Procedures and the APA shall survive termination of the APA, dismissal or conversion of the Chapter 11 Case, and confirmation of any plan of reorganization or liquidation, and shall constitute an administrative expense of the Debtors under sections 503(b) and 507(a).
  
- o. **Objections.** Objections to the Debtors' proposed sale of assets, including objections relating to the assumption or assignment of any unexpired lease or executory contract, shall be set forth in writing and specify with particularity the grounds for such objections or other statements of position, and shall be filed and served on or before the date that is seven (7) days prior to the Sale Hearing (the "Objection Deadline"), on: (i) the Debtors, c/o their counsel, Patrick J. Neligan Jr. & John D. Gaither, Neligan Foley LLP, 325 N. St. Paul, Suite 3600, Dallas, TX 75201, [pneligan@neliganlaw.com](mailto:pneligan@neliganlaw.com), [jgaither@neliganlaw.com](mailto:jgaither@neliganlaw.com) and Mark D. Collins, Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, [collins@rlf.com](mailto:collins@rlf.com); (ii) Piper, c/o Teri Stratton and Matt Roghair, 2321 Rosecrans Avenue, Suite 3200, El Segundo, CA 90245, [teri.l.stratton@pjc.com](mailto:teri.l.stratton@pjc.com); (iii) the Stalking Horse Bidder, c/o its counsel, David Cocke, Evans Petree PC, 1000 Ridgeway Loop Road, Suite 200, Memphis Tn., 38120, [dcocke@evanspetree.com](mailto:dcocke@evanspetree.com) and Robert Denhey and Curtis S. Miller, Morris, Nichols, Arsht & Tunnel LLP, 1201 North Market Street, 16<sup>th</sup> Floor, Wilmington, Delaware 19899-1347, [rdenhey@mnat.com](mailto:rdenhey@mnat.com), [cmiller@mnat.com](mailto:cmiller@mnat.com); (iv) PNC Bank, N.A., c/o its counsel, Robert W. Jones, 200 Crescent Court, Suite 1600, Dallas, Texas 75201, [robert.jones@hklaw.com](mailto:robert.jones@hklaw.com) and Regina Stango Kelbon, 1201 Market Street, Suite 800, Wilmington, DE 19801, [kelbon@blankrome.com](mailto:kelbon@blankrome.com); (v) the Official Committee of Unsecured Creditors, c/o Kenneth Rosen, Sharon Levine, Jeffrey Prol, Lowenstein Sandler LLP, 65 Livingston Ave., Roseland, New Jersey, [krosen@lowenstein.com](mailto:krosen@lowenstein.com),

[slevine@lowenstein.com](mailto:slevine@lowenstein.com), [jprol@lowenstein.com](mailto:jprol@lowenstein.com); and (vi) the United States Trustee, c/o Hannah Mufson McCollum, Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, [hannah.mccollum@usdoj.gov](mailto:hannah.mccollum@usdoj.gov) (collectively, the “Objection Service Parties”). The Debtors request that the Court order that the failure to file and serve objections by the Objection Deadline and in accordance with the foregoing procedure shall be deemed a waiver of such objections and the objecting party shall be forever barred from asserting such objections with respect to the consummation and closing of the Sale, including, without limitation, any objections relating to the proposed assumption and assignment of any agreement. The Notice of Auction and Sale Hearing will further state that any objections filed and served in accordance with the foregoing procedure will be heard by the Court at the Sale Hearing.

- p. **Objections at the Sale Hearing.** Objections related to the conducting of the Auction or the designation of the Successful Bidder may be presented orally at the Sale Hearing. All other objections must be filed with the Court by the Bid Deadline.
- q. **Consent to Jurisdiction.** All Qualified Bidders at the Auction shall be deemed to have consented to the core jurisdiction of the United States Bankruptcy Court for the District of Delaware and waived any right to a jury trial in connection with any disputes relating to the Auction.
- r. **Sale Hearing.** The Court will conduct the Sale Hearing on July 2, 2015, 9:30 a.m. at which the Debtors shall seek entry of the Sale Order, among other things, authorizing and approving the proposed transaction with the Successful Bidder, as determined by the Debtors, and in accordance with the Bidding Procedures, pursuant to the terms and conditions set forth in the Successful Bid.
- s. **Return of Deposits.** All Required Deposits, but excluding the Required Deposit of the Successful Bidder and the Alternate Bidder, shall be returned to Qualified Bidders within five (5) business days after the date of the Auction. The Required Deposit of the Alternate Bidder shall be returned to the Alternate Bidder within five (5) business days after the closing of the Sale to the Successful Bidder.

### **Reservation of Rights**

The Debtors reserve their rights, in the exercise of their fiduciary obligations, after consultation with the Debtors’ counsel, PNC, and the Committee, and in the exercise of their reasonable business judgment, to: (a) determine which Qualified Bid, if any, is the highest or otherwise best offer; (b) reject, at any time, any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures or any other orders applicable to the Debtors’ estate or the terms and conditions of the Sale, or (iii) contrary to the best interests of the estate; and (c) modify the Bidding Procedures in only the following ways: (i) with the exception of the Bid Deadline, extending any of the deadlines set forth above for the Bidding Process, (ii) modifying bidding increments, except with respect to

the minimum initial overbid, (iii) adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without prior notice, (iv) withdrawing from the Auction at any time prior to or during the Auction, and/or (v) canceling the Auction, and rejecting all Qualified Bids other than the Stalking Horse Bidder's Qualified Bid if, in the Debtors' business judgment, in consultation with PNC and the Committee, no such bid is for a fair and adequate price.



**EXHIBIT B**

**NOTICE OF AUCTION AND SALE HEARING**

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

<b>IN RE:</b>  <b>GOLDEN COUNTY FOODS, INC., et al.,</b>  <b>DEBTORS</b>	§ § § § § §	<b>CHAPTER 11</b>  <b>CASE NO. 15-11062 (KG)</b>  <b>JOINT ADMINISTRATION REQUESTED</b>
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**NOTICE OF SALE OF ASSETS, AUCTION, AND SALE HEARING**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On June \_\_\_, 2015, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order (the “Bidding Procedures Order”) granting motion of Golden County Foods, Inc., GCF Holdings II, Inc., and GCF Franchisee, Inc. (the “Debtors”) for entry of orders (i) approving bidding procedures and scheduling an auction for the sale of substantially all of the assets of GCF (the “Purchased Assets”) free and clear of all interests under section 363 of the Bankruptcy Code,<sup>7</sup> and (ii) granting certain related relief (the “Motion”) [Docket No. 58] which, among other things, establishes bidding procedures (the “Bidding Procedures”) that govern the manner in which the Purchased Assets are to be sold. Monogram Appetizers, LLC (“Monogram” or the “Stalking Horse Bidder”) has been designated as the Stalking Horse Bidder. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Bidding Procedures Order. A copy of the Bidding Procedures Order – which itself attaches the Bidding Procedures – is attached hereto.

2. All interested parties are invited to make offers to purchase all or some portion of the Purchased Assets, in accordance with the terms and conditions of the Bidding Procedures. Pursuant to the Bidding Procedures, in the event that the Debtors receives more than one Qualified Bid (as defined in the Bidding Procedures) the Debtors will conduct an auction for the Purchased Assets (the “Auction”) July 1, 2015, at Richards, Layton & Finger, LLP, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 at 9:00 a.m. (EDT), or such later time or other place as the Debtor shall notify all Qualified Bidders.

3. Participation at the Auction is subject to the Bidding Procedures and the Bidding Procedures Order. Any person wishing to participate in the bidding process must become a “Qualified Bidder.” The procedures for becoming a Qualified Bidder are contained in the Bidding Procedures. A Qualified Bidder desiring to make a bid must deliver written copies of its offer to (i) the Debtors, c/o their counsel, Patrick J. Neligan Jr. & John D. Gaither, Neligan Foley LLP, 325 N. St. Paul, Suite 3600, Dallas, TX 75201, [pneligan@neliganlaw.com](mailto:pneligan@neliganlaw.com), [jgaither@neliganlaw.com](mailto:jgaither@neliganlaw.com) and Mark D. Collins, Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, [collins@rlf.com](mailto:collins@rlf.com); (ii) Piper Jaffray, c/o

<sup>7</sup> 11 U.S.C. § 101, *et seq.* Unless otherwise noted, all statutory references are to the Bankruptcy Code.

Teri Stratton and Matt Roghair, 2321 Rosecrans Avenue, Suite 3200, El Segundo, CA 90245, [teri.l.stratton@pjc.com](mailto:teri.l.stratton@pjc.com); (iii) the Stalking Horse Bidder, c/o its counsel, David Cocke, Evans Petree PC, 1000 Ridgeway Loop Road, Suite 200, Memphis Tn., 38120, [dcocke@evanspetree.com](mailto:dcocke@evanspetree.com) and Robert Dehney and Curtis S. Miller, Morris, Nichols, Arsht & Tunnel LLP, 1201 North Market Street, 16th Floor, Wilmington, Delaware 19899-1347, [rdehney@mnat.com](mailto:rdehney@mnat.com), [cmiller@mnat.com](mailto:cmiller@mnat.com); (iv) PNC Bank, N.A., c/o its counsel, Robert W. Jones, 200 Crescent Court, Suite 1600, Dallas, Texas 75201, [robert.jones@hklaw.com](mailto:robert.jones@hklaw.com) and Regina Stango Kelbon, 1201 Market Street, Suite 800, Wilmington, DE 19801, [kelbon@blankrome.com](mailto:kelbon@blankrome.com); and (v) the Official Committee of Unsecured Creditors, c/o Kenneth Rosen, Sharon Levine, Jeffrey Prol, Lowenstein Sandler LLP, 65 Livingston Ave., Roseland, New Jersey, [krosen@lowenstein.com](mailto:krosen@lowenstein.com), [slevine@lowenstein.com](mailto:slevine@lowenstein.com), [jprol@lowenstein.com](mailto:jprol@lowenstein.com) (the “Sale Notice Parties”) so that the Bid is actually received by **June 29, 2015** (the “Bid Deadline”). The Debtors may extend the Bid Deadline pursuant to the terms of the Bidding Procedures Order, but is not obligated to do so.

4. A hearing at which the Debtors will seek approval and authorization of the Sale to the Successful Bidder (the “Sale Hearing”) is scheduled to be held on **July 2, 2015 at 9:30 a.m.**, unless otherwise continued by the Debtors pursuant to terms of the Bidding Procedures Order, before the Honorable Kevin Gross, Chief United States Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware.

5. At least twenty-one (21) days before the Sale Hearing, the Debtors shall file and serve upon counterparties to the Debtors’ executory contracts and unexpired leases a notice informing the counterparties that the Debtors’ executory contracts and unexpired leases may be assumed and assigned, and setting forth what the Debtors’ records show to be the applicable cure amounts, if any (the “Cure Notice”). If any counterparty wishes to assert an objection or other response to the Cure Notice, it must file and serve such objection or other response upon the parties listed in paragraph 6 below on or before **June 25, 2015** (the “Objection Deadline”).

6. Objections, if any, to the relief requested at the Sale Hearing, including without limitation objections relating to the assumption and assignment of executory contracts and/or unexpired leases, must: (a) be in writing filed with the Court, (b) comply with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, and (c) be filed and served on the following parties by the Objection Deadline: (i) the Debtors, c/o their counsel, Patrick J. Neligan Jr. & John D. Gaither, Neligan Foley LLP, 325 N. St. Paul, Suite 3600, Dallas, TX 75201, [pneligan@neliganlaw.com](mailto:pneligan@neliganlaw.com), [jgaither@neliganlaw.com](mailto:jgaither@neliganlaw.com) and Mark D. Collins, Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, [collins@rlf.com](mailto:collins@rlf.com); (ii) Piper, c/o Teri Stratton and Matt Roghair, 2321 Rosecrans Avenue, Suite 3200, El Segundo, CA 90245, [teri.l.stratton@pjc.com](mailto:teri.l.stratton@pjc.com); (iii) the Stalking Horse Bidder, c/o its counsel, Robert Denhey and Curtis S. Miller, Morris, Nichols, Arsht & Tunnel LLP, 1201 North Market Street, 16<sup>th</sup> Floor, Wilmington, Delaware 19899-1347, [rdehney@mnat.com](mailto:rdehney@mnat.com), [cmiller@mnat.com](mailto:cmiller@mnat.com); David Cocke, Evans Petree PC, 1000 Ridgeway Loop Road, Suite 200, Memphis, Tennessee 38120, [dcocke@evanspetree.com](mailto:dcocke@evanspetree.com) and Matthew Heiter, Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, 165 Madison Avenue, Suite 2000, Memphis, TN 38103, [mheiter@bakerdonelson.com](mailto:mheiter@bakerdonelson.com) (iv) PNC Bank, N.A., c/o its counsel, Robert W. Jones, 200 Crescent Court, Suite 1600, Dallas, Texas 75201, [robert.jones@hklaw.com](mailto:robert.jones@hklaw.com) and Regina Stango Kelbon, 1201 Market Street, Suite 800, Wilmington, DE 19801, [kelbon@blankrome.com](mailto:kelbon@blankrome.com); (v)

the Official Committee of Unsecured Creditors, c/o Kenneth Rosen, Sharon Levine, Jeffrey Prol, Lowenstein Sandler LLP, 65 Livingston Ave., Roseland, New Jersey, [krosen@lowenstein.com](mailto:krosen@lowenstein.com), [slevine@lowenstein.com](mailto:slevine@lowenstein.com), [jprol@lowenstein.com](mailto:jprol@lowenstein.com); and (vi) the United States Trustee, c/o Hannah Mufson McCollum, Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, [hannah.mccollum@usdoj.gov](mailto:hannah.mccollum@usdoj.gov).

7. Objections related to the conducting of the Auction or the designation of the Successful Bidder may be presented orally at the Sale Hearing. All other objections must be filed with the Court by the Bid Deadline.

8. This Notice is qualified in its entirety by the Bidding Procedures Order.

Dated: June \_\_\_, 2015

Respectfully submitted,

/s/ Mark D. Collins

Mark D. Collins (No. 2981)

Paul N. Heath (No. 3704)

Tyler D. Semmelman (No. 5386)

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**PROPOSED COUNSEL FOR THE DEBTORS**

**EXHIBIT C**

**CURE NOTICE**

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

<b>IN RE:</b>  <b>GOLDEN COUNTY FOODS, INC., et al.,</b>  <b>DEBTORS</b>	§ § § § § §	<b>CHAPTER 11</b>  <b>CASE NO. 15-11062 (KG)</b>  <b>JOINTLY ADMINISTERED</b>
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**NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE  
ASSUMED AND ASSIGNED, IN CONNECTION WITH THE SALE OF  
SUBSTANTIALLY ALL OF CERTAIN ESTATES' ASSETS,  
AND THE PROPOSED CURE AMOUNTS**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

9. On June 15, 2015, the United States Bankruptcy Court for the District of Delaware (the “Court”) will conduct a hearing to consider the motion of Golden County Foods, Inc., GCF Holdings II, Inc., and GCF Franchisee, Inc. (the “Debtors”) for entry of and order (the “Bidding Procedures Order”) (i) approving bidding procedures and scheduling an auction for the sale of substantially all of the assets of GCF (the “Purchased Assets”) to Monogram Appetizers, LLC (“Monogram” or the “Stalking Horse Bidder”) free and clear of all interests under section 363 of the Bankruptcy Code,<sup>8</sup> and (ii) granting certain related relief (the “Motion”) [Docket No. 58], including bidding procedures (the “Bidding Procedures”) that govern the manner in which the Purchased Assets are to be sold. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Bidding Procedures Order. A copy of the Bidding Procedures Order – which itself attaches the Bidding Procedures – will be provided to you.

10. The Debtors are serving this notice (the “Cure Notice”) in order to identify: (1) those executory contracts and unexpired leases that may be assumed and assigned to a potential purchaser in connection with the sale of the Purchased Assets (the “Executory Contracts and Unexpired Leases”); and (ii) the proposed cure amount (the “Cure Amount”) associated with each Executory Contract and Unexpired Lease.

11. A list of the Executory Contracts and Unexpired Leases, together with the Cure Amount for each, is attached to this Cure Notice as **Exhibit A**. The Debtors’ records show that other than the Cure Amount, no other defaults exist under the Executory Contracts and Unexpired Leases.

12. You have been identified as possibly being a party to an Executory Contract or Unexpired Lease.

<sup>8</sup> 11 U.S.C. § 101, *et seq.* Unless otherwise noted, all statutory references are to the Bankruptcy Code.

13. **If you wish to assert an objection to the proposed assumption and assignment of an Executory Contract or Unexpired Lease and/or the Cure Amount associated with the particular Executory Contract or Unexpired Lease to which you are a party, you must do so in accordance with the instructions in this Cure Notice, on or before June 25, 2015 (the “Objection Deadline”).**

14. In order to be considered, objection (if any) must: (a) be in writing filed with the Court, (b) comply with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, and (c) be filed and served on the following parties by the Objection Deadline: (i) the Debtors, c/o their counsel, Patrick J. Neligan Jr. & John D. Gaither, Neligan Foley LLP, 325 N. St. Paul, Suite 3600, Dallas, TX 75201, [pneligan@neliganlaw.com](mailto:pneligan@neliganlaw.com), [jgaither@neliganlaw.com](mailto:jgaither@neliganlaw.com) and Mark D. Collins, Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, [collins@rlf.com](mailto:collins@rlf.com); (ii) Piper, c/o Teri Stratton and Matt Roghair, 2321 Rosecrans Avenue, Suite 3200, El Segundo, CA 90245, [teri.l.stratton@pjc.com](mailto:teri.l.stratton@pjc.com); (iii) the Stalking Horse Bidder, c/o its counsel, Robert Denhey and Curtis S. Miller, Morris, Nichols, Arsht & Tunnel LLP, 1201 North Market Street, 16<sup>th</sup> Floor, Wilmington, Delaware 19899-1347, [rdenhey@mnat.com](mailto:rdenhey@mnat.com), [cmiller@mnat.com](mailto:cmiller@mnat.com) and David Cocke, Evans Petree PC, 1000 Ridgeway Loop Road, Suite 200, Memphis, Tennessee 38120, [dcocke@evanspetree.com](mailto:dcocke@evanspetree.com) and Matthew Heiter, Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, 165 Madison Avenue, Suite 2000, Memphis, TN 38103, [mheiter@bakerdonelson.com](mailto:mheiter@bakerdonelson.com); (iv) PNC Bank, N.A., c/o its counsel, Robert W. Jones, 200 Crescent Court, Suite 1600, Dallas, Texas 75201, [robert.jones@hklaw.com](mailto:robert.jones@hklaw.com) and Regina Stango Kelbon, 1201 Market Street, Suite 800, Wilmington, DE 19801, [kelbon@blankrome.com](mailto:kelbon@blankrome.com); (v) the Official Committee of Unsecured Creditors, c/o Kenneth Rosen, Sharon Levine, Jeffrey Prol, Lowenstein Sandler LLP, 65 Livingston Ave., Roseland, New Jersey, [krosen@lowenstein.com](mailto:krosen@lowenstein.com), [slevine@lowenstein.com](mailto:slevine@lowenstein.com), [jprol@lowenstein.com](mailto:jprol@lowenstein.com); and (vi) the United States Trustee, c/o Hannah Mufson McCollum, Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, [hannah.mccollum@usdoj.gov](mailto:hannah.mccollum@usdoj.gov).

15. Timely objections to the Debtors’ proposed assumption and assignment of Executory Contracts and Unexpired Leases, including the Cure Amounts, if any, will be heard at the Sale Hearing, which is scheduled to be held on **July 2, 2015 at 9:30 a.m.** before the Honorable Kevin Gross, United States Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware.

16. **If you do not file and serve a timely objection to a proposed assumption and assignment of an Executory Contract or Unexpired Lease and/or Cure Amount listed on Exhibit A to this Cure Notice pursuant to the instructions set out in this Cure Notice, you may be forever barred from objecting to the assumption and assignment of such Executory Contract or Unexpired Lease and/or such Cure Amount, and you shall be deemed to consent to such Cure Amount.**

17. The presence of a contract or agreement on **Exhibit A** attached hereto does not constitute an admission that such contract or agreement is an executory contract, and does not constitute a representation that such contract or agreement will be assumed and assigned to any Successful Bidder. The Debtors reserve all of their rights, claims, and causes of action with respect to the contracts and agreements listed on **Exhibit A** attached hereto.

18. This Cure Notice is qualified in its entirety by the Bidding Procedures Order.

Dated: June 11, 2015

Respectfully submitted,

/s/ Mark D. Collins

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**COUNSEL FOR THE DEBTORS**



**EXHIBIT B**

**Blackline**

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

<b>IN RE:</b>	§	<b>CHAPTER 11</b>
	§	
<b>GOLDEN COUNTY FOODS, INC.,</b>	§	<b>CASE NO. 15-11062 (KG)</b>
<b>et al.,</b>	§	
	§	<b>JOINTLY ADMINISTERED</b>
<b>DEBTORS</b>	§	<b>Re: Docket No. 58</b>

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**ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN ORDER  
(~~I~~) ~~APPROVING~~ D APPROVING BIDDING PROCEDURES, SCHEDULING AN  
AUCTION,  
AND A SALE HEARING, AND (II) GRANTING RELATED RELIEF**

This matter comes before the Court upon consideration of the motion of Golden County Foods, Inc., GCF Holdings II, Inc., and GCF Franchisee, Inc. (the “Debtors”) for entry of orders (i) approving bidding procedures and scheduling an auction for the sale of substantially all of the assets of GCF (the “Purchased Assets”) to Monogram Appetizers, LLC (“Monogram” or the “Stalking Horse Bidder”) free and clear of all interests under section 363 of the Bankruptcy Code,<sup>1</sup> and (ii) granting certain related relief (the “Motion”) [Docket No. 58].<sup>2</sup> After due deliberation and having determined that the relief requested in the Motion is in the best interest of the Debtors and their estates,

**THE COURT HEREBY FINDS THAT:<sup>3</sup>**

A. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this Court

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<sup>1</sup> 11 U.S.C. § 101, *et seq.* Unless otherwise noted, all statutory references are to the Bankruptcy Code.

<sup>2</sup> All capitalized terms used, but not otherwise defined, in this Order shall have the meanings given in the Sale Motion.

<sup>3</sup> The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 105(a), 363(b) and (f), 365, 503 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) and Rules 2002(a)(2), 6004(a), (b), (c), (e) and (f), 6006(a) and (c), 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 6004-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

B. Notice of the Motion, having been given to the Notice Parties, is sufficient in light of the circumstances and the nature of the relief requested in the Motion.

C. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion, including without limitation, (i) approval of the Bidding Procedures and the Break-Up Fee; and (ii) approval of, and authorization to serve, the Notice of Auction and Sale Hearing and the Cure Notice.

D. The Break-Up Fee and Expense Reimbursement, if applicable, to be paid under the circumstances described in the Motion to the Stalking Horse Bidder are (i) actual and necessary costs and expenses of preserving the Estates, within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code, (ii) commensurate to the real and substantial benefit conferred upon the Debtors’ estate by the Stalking Horse Bidder, (iii) reasonable and appropriate, in light of the size and nature of the proposed sale and comparable transactions, the commitments that have been made and the efforts that have been and will be expended by the Stalking Horse Bidder, and (iv) necessary to induce the Stalking Horse Bidder to continue to pursue the sale and to continue to be bound by the APA.

E. The Break-Up Fee and Expense Reimbursement were a material incentive to the Stalking Horse Bidder to submit a bid that will serve as a minimum or floor bid. The Stalking

Horse Bidder will provide a material benefit to the Debtors' estates by increasing the likelihood that the best possible price under the circumstances for the Purchased Assets will be received. Accordingly, the Bidding Procedures and the Break-Up Fee and Expense Reimbursement are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates.

F. The Bidding Procedures and the Asset Purchase Agreement were each negotiated in good faith and at arms' length between the Debtors and the Stalking Horse Bidder (as defined below). The process for selection of the Stalking Horse Bidder was fair and appropriate under the circumstances and is in the best interests of the Debtors' estates.

G. The Notice of Auction and Sale Hearing and the service thereof, and the service of the Cure Notice, are calculated to provide all interested parties with timely and proper notice of the Sale, the Sale Hearing, the Auction, and the Cure Amounts. Accordingly,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Bidding Procedures, in the form attached hereto as **Exhibit A**, are hereby approved and fully incorporated into this Order. The Debtors are authorized to undertake any and all actions necessary or appropriate to implement the Bidding Procedures.

2. Objections, if any, to the relief requested in the Motion that have not been withdrawn, waived, or settled are hereby overruled, provided, however, that nothing herein shall preclude any party from raising an objection to the Sale.

3. The Break-Up Fee and Expense Reimbursement are approved. The Debtors are authorized to designate Monogram as the Stalking Horse Bidder in accordance with the terms of the Motion and the APA. The Debtors' obligation to pay the Break-Up Fee and Expense Reimbursement shall survive termination of the APA, dismissal or conversion of the Chapter 11

Case, and confirmation of any plan of reorganization or liquidation, and shall constitute an administrative expense of the Debtors under Sections 503(b) and 507(a) of the Bankruptcy Code. No person or entity, other than the Stalking Horse Bidder, shall be entitled to any expense reimbursement, break-up fees, “topping,” termination or other similar fee or payment. The APA is a Qualified Bid. If the Successful Bid includes a credit bid (“Credit Bid”), the Successful Bid shall include a cash component sufficient to pay the Break-Up Fee and Expense Reimbursement at closing.

4. The Notice of Auction and Sale Hearing, substantially in the form attached hereto as **Exhibit B**: (i) is hereby approved; and (ii) shall be served, together with a copy of this Order, within 24 hours of entry of this Order upon each of (i) the Office of the United States Trustee; (ii) the Internal Revenue Service; (iii) all applicable federal, state, and local taxing authorities having jurisdiction over the Purchased Assets; (iv) counterparties to the Debtors’ executory contracts (the “Counterparties”); (v) all parties who are known to possess or assert a secured claim or other interest in or against any of the Purchased Assets; (vi) the Union and its counsel; (vii) all parties to any pension plan or collective bargaining agreement maintained, sponsored, or contributed to by any of the Debtors; (viii) counsel for the official committee of unsecured creditors (the “Committee”) appointed in this case; (ix) all parties that have requested notice pursuant to Bankruptcy Rule 2002; (x) any other parties known by the Debtors to have expressed an interest in purchasing some or all of the Debtors’ assets; (xi) all parties to any governmental approvals or permits; (xii) any applicable state or federal environmental agency; (xiii) the state attorney generals in any State in which any Debtor has operations; (xiv) the United States Attorney for the District of Delaware; and (xv) the Pension Benefit Guaranty Corporation (collectively, the “Notice Parties”).

5. Subject to the Bidding Procedures, if the Debtors do not receive any Qualified Bids other than the Stalking Horse Bidder's Qualified Bid, the Debtors shall report the same to the Court and declare the Auction a "failed auction" and may seek approval of the sale to the Stalking Horse Bidder on the terms set forth in the APA at the Sale Hearing. As further described in the Bidding Procedures, in the event that the Debtors timely receive at least one Qualified Bid other than the Stalking Horse Bidder's Qualified Bid, the Debtor shall conduct the Auction July 1, 2015 (the "Auction Date"), at Richards, Layton & Finger, LLP, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 at 9:00 a.m. (EST), or such later time or other place as the Debtor shall notify all Qualified Bidders. The Debtors shall provide 24 hours' notice of any change in the place the Auction is to be held.

6. Any person wishing to submit a higher or better offer for the Purchased Assets must do so in accordance with the terms of the Bidding Procedures.

7. All bidders submitting a Qualified Bid are deemed to have submitted to exclusive jurisdiction of the Court with respect to all matters related to the Auction and the terms and conditions of the transfer of the Purchased Assets.

8. The Debtors are hereby authorized to conduct the sale without complying with any state or local bulk transfer law or requirements.

9. At least twenty-one (21) days prior to the Sale Hearing, the Debtors shall file and serve the Cure Notice upon all executory contract Counterparties, which notice shall set out the applicable Cure Amounts, if any. The Cure Notice shall be in substantially the form attached hereto as **Exhibit C**, which form is hereby approved.

10. Objections, if any, to the Debtors' proposed Cure Amounts, and to the assumption and assignment of any executory contract and/or unexpired lease, must: (i) be in writing; (ii)

state with specificity the grounds for such objection (with appropriate documentation in support thereof); (iii) comply with the Bankruptcy Rules and the Local Rules; and (iv) be filed with this Court and served upon (so as to be **received** by) the Objection Service Parties on or before June 24, 2015 (the “**Objection Deadline**”).

11. Any party failing to timely file an objection, on or before the Objection Deadline, to the Cure Amounts and/or assumption and/or assignment of any executory contract or unexpired lease shall be forever barred from objecting to the Cure Amounts and/or to such assumption and/or assignment, and will be deemed to consent to the Cure Amounts and/or assumption and assignment of such executory contract or unexpired lease. Objections, if any, to the Cure Amounts and assumption and/or assignment of executory contracts or unexpired leases shall be heard at the Sale Hearing.

12. The failure of the Committee to object to a Credit Bid put forth by PNC in its own capacity or after receiving a direction from the Brazos Parties,<sup>4</sup> or the Court’s approval of any such credit bid shall not (a) prejudice or impair the rights of the Committee to challenge the nature, extent, validity, priority, perfection or amount of PNC’s or the Brazos Parties’ alleged liens, security interests and claims or (b) release the PNC or the Brazos Parties from any causes of action which can be brought by or on behalf of the Debtors’ estates.

13. Notwithstanding PNC’s right to Credit Bid or the Brazos Parties right to direct PNC to Credit Bid, the Committee and all other parties in interest reserve all rights to argue at the Sale Hearing that the Credit Bid is not the highest or best bid for any reason, including, but not limited to, the bidder’s financial wherewithal, and any pending or anticipated (a) lien

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<sup>4</sup> The “Brazos Parties” shall include Brazos Equity Fund II, L.P., Brazos Private Equity Partners L.L.C., Riata Capital Group LLC, or any of these entities’ affiliates.

perfection challenge, or (b) Committee Claims.<sup>5</sup> The Committee and any other party in interest also reserves all rights to argue at the Sale Hearing that any party having submitted a Credit Bid should be required to post a cash bond in an amount equal to the Credit Bid to protect the Debtors' estates in the event that PNC's or the Brazos Parties' prepetition liens are deemed invalid or if there are any unresolved lien perfection challenges or Committee Claims.

14. Nothing in this order shall preclude the Committee from seeking relief from the Court to extend any of the deadlines included in the Bid Procedures for cause shown, including, but not limited to, the Bid Deadline and the date of the Auction (as each term is defined in the Bid Procedures).

15. Nothing in this order shall be construed as authorizing the sale of assets held in trust under the Perishable Agricultural Commodities Act, 7 U.S.C. § 499a, et seq.

16. ~~15.~~ The Sale Hearing is scheduled to be held on July 2, 2015 at 9:30 a.m. before the Honorable Kevin Gross, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware. The Debtors will seek the entry of the Sale Order at the Sale Hearing approving and authorizing the sale of the Purchased Assets to the Successful Bidder, on terms and conditions consistent with the purchase agreement of the Successful Bidder, as may be amended and/or modified by agreement between the Debtors and the Successful Bidder.

17. ~~16.~~ Objections, if any, to the relief requested in the Motion must: (i) be in writing and filed with this Court; (ii) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules; and (iii) be filed and served upon, so as to be **received** by, the Objection Service Parties on or before the Objection Deadline. The failure of any person or entity to timely file an

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<sup>5</sup> "Committee Claims" shall mean any claims made by the Committee against the Brazos Parties, for among other theories, avoidance, reduction, recharacterization, disallowance, disgorgement, counterclaim, surcharge, subordination, and marshalling.



objection, on or before the Objection Deadline, to the Motion shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale of the Purchased Assets to the Successful Bidder or Alternate Bidder.

18. ~~17.~~ Notwithstanding the possible applicability of Bankruptcy Rule 6004(h) and 6006(d), this Order shall be immediately effective and enforceable upon its entry.

19. ~~18.~~ All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

20. ~~19.~~ To the extent that any provisions of this Order may be inconsistent with the Motion, the terms of this Order shall control.

Dated: June \_\_, 2015  
Wilmington, Delaware

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THE HONORABLE KEVIN GROSS  
UNITED STATES BANKRUPTCY JUDGE