

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

In re

Oklahoma ProCure Management, LLC,

Debtor.¹

Chapter 11

Case No. 18-12622 (MFW)

Re: D.I. 38 & 67

**ORDER (A) APPROVING BIDDING PROCEDURES FOR THE SALE OF
SUBSTANTIALLY ALL ASSETS OF DEBTOR; (B) APPROVING PROCEDURES
FOR THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES; (C) SCHEDULING THE AUCTION AND SALE HEARING;
(D) APPROVING FORMS AND MANNER OF NOTICE OF RESPECTIVE
DATES, TIMES, AND PLACES IN CONNECTION THEREWITH;
AND (E) GRANTING RELATED RELIEF**

Upon consideration of the motion, dated November 21, 2018 (D.I. 38) (the “Motion”),² of Oklahoma ProCure Management, LLC, the above-captioned debtor and debtor in possession (the “Debtor”), for, *inter alia*, entry of an order (this “Order”) granting relief, in part, from compliance with Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), (ii) approving certain noticing procedures in connection with the proposed sale (the “Sale”) of substantially all of the Debtor’s assets (the “Assets”), other than certain excluded Assets, (iii) approving the Assumption and Assignment Procedures (as defined herein), in connection with the Debtor’s potential assumption, assignment and cure of the Ground Lease, the IBA Services Agreement and Other Contracts and Leases in connection with the proposed Sale and effective upon the closing thereof, (iv) scheduling a hearing (the “Sale Hearing”) on approval of the Sale, the

¹ The Debtor in this case, along with the last four digits of the Debtor’s federal EIN, is Oklahoma ProCure Management, LLC (9763). The Debtor’s mailing address 5901 W. Memorial Rd., Oklahoma City, Oklahoma 73142.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in in the Bidding Procedures or, if not defined therein, the Motion.

Debtor's request for entry of the Sale Order and to consider related relief, and (v) granting related relief (D.I. 38); and upon the Court's consideration of the supplement to the Motion, filed on November 29, 2018 (D.I. 67) (together with all its exhibits, the "Sale Supplement"), and all exhibits thereto, including the (a) Supplemental Local Rules Disclosures (as defined in the Sale Supplement), (b) the fully executed Asset Purchase Agreement, dated November 29, 2018 (together with all exhibits and schedules thereto, as amended from time to time, the "Stalking Horse Purchase Agreement"), by and between Debtor, as Seller, and The Oklahoma Proton Center LLC, as Buyer (the "Stalking Horse"); and upon the ruling of the Court on November 29, 2018, rejecting the Debtor's request to proceed via a private sale as originally proposed in the Motion and instead directing the Debtor to propose bidding procedures consistent with the Court's ruling; and it appearing that the relief requested in the Motion as modified in accordance with the Court's rule and the terms of this Order, including the proposed bidding procedures attached hereto as **Exhibit 1** (the "Bidding Procedures"), is in the best interests of the Debtor's estate, its creditors and all other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory and legal predicates for the relief requested in the Motion and provided for herein are sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006, and Local Rule 6004-1.

D. The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value to be received by the Debtor's estate and creditors.

E. The sale notice, substantially in the form attached hereto as **Exhibit 2** (the "Sale Notice"), is reasonably calculated to provide all interested parties with timely and proper notice of the proposed sale. No other or further notice of the proposed Sale shall be required.

F. The notice, substantially in the form attached hereto as **Exhibit 3** (the "Potential Assignment Notice"), is reasonably calculated to provide all non-Debtor counterparties to the Debtor's executory contracts ("Contracts") and unexpired leases ("Leases") with proper notice of the potential assumption and assignment of their Contract or Lease, the proposed cure amounts relating thereto, and the related assumption and assignment procedures; provided that the mere listing of any Contract or Lease on the Potential Assignment Notice does not require or guarantee that such Contract or Lease will be assumed and assigned, and all rights of the Debtor with respect to such Contracts and Leases are reserved.

G. The Bidding Procedures comply with the requirements of Local Rule 6004-1.

H. Entry of this Order is in the best interests of the Debtor's estate, its creditors and all other interested parties.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is hereby DENIED IN PART and GRANTED IN PART as set forth herein.

The Bidding Procedures

2. The Bidding Procedures, attached hereto as **Exhibit 1**, are approved, and the Debtor and its agents and representatives are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

3. The Bidding Procedures shall govern the submission, receipt and analysis of all Bids, and any entity desiring to submit a higher or better offer shall do so strictly in accordance with the terms of this Order and the Bidding Procedures.

4. The following dates and deadlines regarding competitive bidding are hereby established (subject to modification in accordance with the Bidding Procedures):

- a. **Bid Deadline: December 19, 2018 at 12:00 noon (Prevailing Eastern Time)** is the deadline by which all Qualified Bids must be actually received by the parties specified in the Bidding Procedures (the “**Bid Deadline**”).
- b. **Auction: December 20, 2018 at 12:00 noon (Prevailing Eastern Time)** is the date and time of the Auction, if one is needed, which will be held at the offices of Morris Nichols Arsht & Tunnell LLP 1201 North Market Street, 16th Fl., Wilmington, DE 19801; provided, however, that the Debtor, in its discretion after consultation with counsel for the Stalking Horse and Agent, shall have the right to hold the Auction at another place, or on such other date and/or at such other location as determined by the Debtor with reasonable prior notice to all Qualified Bidders and any other invitees.

5. If the Auction is conducted, (i) each Qualified Bidder participating in the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding process or the sale, (ii) each Qualified Bidder participating in the Auction shall be required to confirm that its Qualified Bid is a good faith, bona fide offer and it intends to consummate the proposed transaction if selected as the Successful Bidder, and (iii) the Auction shall be conducted openly and shall be transcribed or videotaped.

Sale Hearing

6. The Sale Hearing shall take place in this Court on **December 27, 2018 at 1:00 p.m. (Prevailing Eastern Time)**; provided that the Sale Hearing may be adjourned without further notice other than announcement in open Court or by the filing of a notice on the docket of the case or a notice of agenda.

Sale Objections – Deadline and Procedure

7. Except as otherwise set forth herein with respect to Contract/Lease Objections, Supplemental Contract/Lease Objections, any Adequate Assurance Objection, or the Ground Lease Assignment Objection (each as defined herein), the deadline to file objections (“Sale Objections”), if any, to the transactions contemplated by the Stalking Horse Purchase Agreement or to entry of the Sale Order is **December 17, 2018 at 4:00 p.m. (Prevailing Eastern Time)** (the “Sale Objection Deadline”). Sale Objections, if any, **must**: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline by the following parties (each, a “Notice Party” and, collectively, the “Notice Parties”): (i) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market St., 16th Fl., Wilmington, DE 19801, Attn: Gregory Werkheiser, Esq., counsel to the Debtor; (ii) the Office of

the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda Richenderfer, Trial Attorney; (iii) Mayer Brown LLP, 1221 Avenue of the Americas, New York, NY, 10020, Attn: Brian Trust, Esq. and Joaquin M. C de Baca, Esq., counsel to the Agent; (iv) Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, AL 35203, Attn: D. Christopher Carson, Esq., and 1201 N. Market St., Suite 1407, Wilmington, DE 19801, Attn: J. Cory Falgowski, Esq., counsel to the Stalking Horse; and (v) counsel of record to any official committee of unsecured creditors appointed in the Chapter 11 Case.

Sale Notice and Related Relief

8. The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is hereby approved. Within one (1) Business Day of the entry of this Order, the Debtor shall cause the Sale Notice (i) to be filed on the docket of this Chapter 11 Case, (ii) to appear on the Debtor's case information website under the heading "Sale Documents" (<https://www.jndla.com/cases/oklahomapro cure>) (the "Case Information Website"), and (iii) to be served by first class U.S. mail, or hand delivery, as applicable, upon:

(a) all entities known to the Debtor to have expressed a written interest in a transaction with respect to the Assets;

(b) all entities known to the Debtor to hold or assert any lien, claim or encumbrance in or upon any of the Assets;

(c) all federal, state and local environmental, regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Motion;

(d) local, state and federal authorities and agencies that have issued licenses or permits to the Debtor with respect to the operation and use of the Assets;

- (e) the United States Trustee for the District of Delaware (the “U.S. Trustee”);
- (f) counsel to the Stalking Horse;
- (g) counsel to the Agent;
- (h) the Pre-petition Lenders;
- (i) the creditors listed on the Debtor’s Creditor Matrix, including, but not limited to, those appearing on the list of twenty (20) largest unsecured creditors, as filed with the Debtor’s chapter 11 petition as the same may have been thereafter amended through the date of this Order;
- (j) the Internal Revenue Service;
- (k) all known state and local taxing authorities;
- (l) the Securities and Exchange Commission;
- (m) the U.S. Attorney for the District of Delaware and the U.S. Attorney for the Western District of Oklahoma; and
- (n) all persons and entities that have filed a request for service of filings in this Chapter 11 Case pursuant to Bankruptcy Rule 2002.

9. As soon as reasonably practicable after entry of this Order, the Debtor shall publish a notice, substantially in the form of the Sale Notice, on one occasion in each of (a) the national edition of *USA Today* and (b) *The Oklahoman* or a comparable general circulation newspaper for the Oklahoma City, Oklahoma region. Such publication notice shall be deemed sufficient and proper notice of the Sale to any other interested parties whose identities are unknown to the Debtor.

Assumption and Assignment Procedures

10. The procedures set forth below regarding the proposed assumption and assignment of, and cure of defaults under, certain Contracts and Leases that may be designated to be assumed by the Debtor pursuant to section 365(b) of the Bankruptcy Code and assigned to the Successful Bidder pursuant to section 365(f) of the Bankruptcy Code (collectively, the “Assigned Contracts and Leases”) in connection with the sale of the Assets are hereby approved (the “Assumption and Assignment Procedures”).

11. The Potential Assignment Notice, substantially in the form attached hereto as **Exhibit 3**, is hereby approved.

12. Except as otherwise provided in this Order or the Sale Order, these Assumption and Assignment Procedures shall govern the assumption and assignment of all Contracts and Leases:

- a. Filing & Service of Potential Assignment Notice and the Potentially Assigned Lease/Contract Schedule. Within one (1) Business Day following entry of this Order, the Debtor shall file with the Court and cause to be published on the Case Information Website, the Potential Assignment Notice with a copy of the Potentially Assigned Lease/Contract Schedule annexed to it. The Potentially Assigned Lease/Contract Schedule includes, among other things, (a) each of the Contracts and Leases known to the Debtor that are potentially subject to assumption and assignment to a Successful Bidder as part of a Sale, including the name of each counterparty to any such Contract or Lease (each, a “Counterparty” and collectively, the “Counterparties”) and (b) the Debtor’s good faith estimates of the cure required pursuant to section 365 of the Bankruptcy Code (the “Proposed Cure Amount”) with respect to each Contract or Lease.
- b. Additionally, the Debtor shall, within one (1) Business Day after entry of this Order, serve by first class U.S. mail the Potential Assignment Notice and the Potentially Assigned Lease/Contract Schedule on each known Counterparty to a Contract or Lease listed on the Potentially Assigned Lease/Contract Schedule.
- c. Contract/Lease Objections. Any Counterparty may object to the proposed

assumption or assignment of its Contract or Lease, the Proposed Cure Amount, if any, or the ability of the Stalking Horse to provide adequate assurance of future performance (any such objection, a “Contract/Lease Objection”). All Contract/Lease Objections must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the monetary cure amount or nonmonetary cure pursuant to section 365 of the Bankruptcy Code (the Counterparty believes is required to cure defaults or to compensate it for damages under the relevant Contract or Lease, (d) except as otherwise provided for Ground Lease Assignment Objections, Adequate Assurance Objections, and Supplemental Contract/Lease Objections, be filed by no later than **December 17, 2018, at 4:00 p.m. (Prevailing Eastern Time)** (the “Contract/Lease Objection Deadline”) and be served on the Notice Parties.

- d. Modifications to Potentially Assigned Lease/Contract Schedule. The Debtor or Stalking Horse may modify the Potentially Assigned Lease/Contract Schedule in accordance with the Stalking Horse Purchase Agreement and this Order. **At any time on or before December 17, 2018, the Debtor may modify the previously-stated Proposed Cure Amount associated with any Contract or Lease appearing on the Potentially Assigned Lease/Contract Schedule.** Following the conclusion of the Auction, if any, and the selection of the Successful Bidder, the Debtor reserve the right, but only in accordance with the Stalking Horse Purchase Agreement, or as otherwise agreed by the Debtor and the Successful Bidder, at any time before the closing of the Sale, to remove any Contract or Lease from the Sale.
- e. Supplemental Assignment Notice. In the event that any contract or lease is added to the Potentially Assigned Lease/Contract Schedule or previously-stated Proposed Cure Amounts are modified, in accordance with the Stalking Horse Purchase Agreement and this Order, the Debtor will promptly serve a supplemental assumption and assignment notice, by overnight courier or hand delivery, on the applicable Counterparty or Counterparties for any affected Contract or Lease (each, a “Supplemental Assignment Notice”). Each Supplemental Assignment Notice will include the same information with respect to the applicable Contract or Lease as is required to be included in the Potential Assignment Notice.
- f. Supplemental Contract/Lease Objections. Any Counterparty to a Contract or Lease listed on a Supplemental Assignment Notice may object to the proposed assumption or assignment of its Contract or Lease, the Debtor’s Proposed Cure Amount, if any, or the ability of the Stalking Horse or Successful Bidder to provide adequate assurance of future performance to the extent that any change to the Potentially Assigned Lease/Contract Schedule adversely impacts its rights, claims or status under or in

connection with its Contract or Lease (any such objection, a “Supplemental Contract/Lease Objection”). All Supplemental Contract/Lease Objections must (i) be in writing, (ii) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (iii) state, with specificity, the legal and factual bases thereof, including, if applicable, the monetary or nonmonetary cure the Counterparty believes is required under section 365 of the Bankruptcy Code to cure defaults under the relevant Contract or Lease, (iv) **be filed by no later than ten (10) calendar days from the date of service of such Supplemental Assignment Notice** and (v) be served on the Notice Parties.

- g. Ground Lease Assignment Objections. Except as otherwise provided in this Paragraph, any and all objections (“Ground Lease Assignment Objections”) to the Debtor’s assumption and assignment to the Successful Bidder of that certain Ground Lease Agreement, dated April, 2007 (together with all schedules, exhibits and supplements, as amended from time to time, the “Ground Lease”), by and between INTEGRIS Realty Corporation (“INTEGRIS Realty”) or any permitted successor in interest or assignee of INTEGRIS Realty, as Lessor, and the Debtor, as Lessee, shall be filed and served so as to be received by the Notice Parties by no later than **December 12, 2018, at 5:00 p.m. (Prevailing Eastern Time)** (the “Ground Lease Assignment Objection Deadline”). Any such Ground Lease Assignment Objection shall comply with the requirements for a Lease/Contract Objection and shall additionally set forth with specificity (a) its positions concerning (i) whether the Ground Lease has been terminated, (ii) the Debtor’s right to continue occupying the leased premises pursuant to the Ground Lease, and (iii) whether the Debtor’s status under the Ground Lease or applicable law has become that of a holdover tenant, and (b) the legal and factual bases for the objecting party’s responses to clauses (a)(i), (a)(ii) and (a)(iii) hereof. **Notwithstanding anything to the contrary in this Paragraph, any objection to the Proposed Cure Amount for the Ground Lease or to proposed adequate assurance of future performance by a Successful Bidder in connection with the assumption and assignment of the Ground Lease to such person or entity need not be filed and served by the Ground Lease Assignment Objection Deadline and may instead be filed and served on or before the objection deadline that otherwise would be applicable to such objection.**
- h. Adequate Assurance Information – In General. Any Counterparty requesting to review the Stalking Horse’s proposed evidence of adequate assurance of future performance under the Contracts and Leases potentially to be assumed by the Debtor and assigned to the Stalking Horse as part of the Sale (the “AAFP Package”) must: (a) make such a request in writing (which may take the form of an email) to: (i) counsel to the Stalking Horse, Burr & Forman LLP, Attn: J. Cory Falgowski, Esq., 1201 N. Market St., Suite 1407, Wilmington, DE 19801, jfalgowski@burr.com; and (ii) counsel

to the Debtor, Morris, Nichols, Arsht & Tunnell LLP, Attn: Gregory W. Werkheiser, Esq., 1201 N. Market St., 16th Fl., Wilmington, DE 19801, email: gwerkheiser@mnat.com; and (ii) execute a confidentiality agreement on terms and conditions reasonably acceptable to the Stalking Horse (together, the “AAFP Info Eligibility Conditions”). The Stalking Horse shall provide its AAFP Package to the requesting party by email or similarly expeditious means by the later of (x) two (2) Business Days after the satisfaction or waiver by the Stalking Horse of the AAFP Info Eligibility Conditions and (y) December 14, 2018. The Package shall include information concerning the legal name of the proposed assignee, the proposed use of any leased premises, the proposed assignee’s financial ability to perform under the Contracts and Leases and a contact person with the proposed assignee whom counterparties may contact if they wish to obtain further information regarding the proposed assignee.

- i. Adequate Assurance Objections – Stalking Horse. Objections of any Counterparty related solely to adequate assurance of future performance provided by the Stalking Horse (“Stalking Horse Adequate Assurance Objections”) must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, and (d) **be filed with the Bankruptcy Court and served so as to be received by the Notice Parties (i) by the Contract/Lease Objection Deadline, if the Counterparty has not satisfied (or the Stalking Horse has not waived) the AAFP Info Eligibility Conditions or (ii) if the AAFP Info Eligibility Conditions have been satisfied or waived, within seven (7) calendar days after the Counterparty’s receipt of the AAFP Package.**

- j. Adequate Assurance Information – Post-Auction. In the event that the Stalking Horse is not the Successful Bidder, within one (1) Business Day after the conclusion of the Auction, the Debtor shall cause the Notice of Auction Results (as defined in the Bidding Procedures) (a) to be served by overnight courier, hand delivery or similarly expeditious means upon the Counterparties to Contracts and Leases potentially to be assumed and assigned to the Successful Bidder in accordance with the terms of its Successful Bid and (b) to be posted on the Case Information Website. The Notice of Auction Results shall include instructions for Counterparties to request AAFP Packages from the Successful Bidder and require the Successful Bidder to supply a AAFP Package by email or similarly expeditious means within one (1) Business Day after the Successful Bidder’s receipt of a request from a Counterparty and such Counterparty’s execution of a confidentiality agreement with terms and conditions reasonably acceptable to the Successful Bidder.

- k. Adequate Assurance Objections – Other Successful Bidder. Objections of any Counterparty related solely to adequate assurance of future

performance provided by a Successful Bidder other than the Stalking Horse (together with Stalking Horse Adequate Assurance Objections, the "Adequate Assurance Objections") must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, and (d) be filed with the Bankruptcy Court and served so as to be received by the Notice Parties and counsel for the Successful Bidder so as to be received by **December 26, 2018, at 12:00 noon (Prevailing Eastern Time)**.

- i. Reservation of Rights. For the avoidance of doubt, nothing in the Potential Assignment Notice, the Potentially Assigned Lease/Contract Schedule, or the filing or service of the Potential Assignment Notice or the Potentially Assigned Lease/Contract Schedule is intended to or shall constitute an admission by the Debtor or Stalking Horse that any specific Contract or Lease is or is not an executory contract or unexpired lease.
- j. Dispute Resolution.
 - (i) If a party objects to a Proposed Cure Amount, the Debtor may, in lieu of having any dispute as to such Proposed Cure Amount adjudicated at the Sale Hearing, hold the asserted cure amount (or the disputed portion thereof or such lesser amount as may be ordered by the Court) in reserve pending further order of the Court or mutual agreement of the parties (the "Disputed Cure Reserve"). Under such circumstances, the objecting Counterparty's recourse is limited to the funds held in the Disputed Cure Reserve.
 - (ii) Except as set forth in the immediately preceding sub-paragraph (i) with respect to disputes concerning the Debtor's Proposed Cure Amounts, any other Contract/Lease Objection or Supplemental Contract/Lease that remains unresolved as of the Sale Hearing shall be heard at the Sale Hearing unless the Debtor, the Buyer and the applicable Counterparty otherwise agree. To the extent any such objection is resolved or determined unfavorably to the Debtor, the Debtor may, subject to the terms of an agreement with the Successful Bidder, file a notice rejecting the applicable Contract or Lease after such determination.

13. Any Counterparty or other party in interest that fails to timely file a Contract/Lease Objection or Supplemental Contract/Lease Objection, as applicable: (a) shall be forever barred, estopped and enjoined from objecting thereto, including (i) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the

period prior to the applicable objection deadline against the Debtor, its estate, the Successful Bidder with respect to any such Contract or Lease and (ii) asserting that the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (b) shall be deemed to consent to (i) the sale of the Assets as approved by the Sale Order and (ii) the assumption and assignment of the Contracts and Leases; and (c) shall be forever barred and estopped from asserting or claiming against the Debtor and/or the Successful Bidder that any conditions to assumption and assignment of such Contract or Lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise). Any Counterparty or party in interest that is required to file an Adequate Assurance Objection and that fails to timely do so shall be forever barred, estopped and enjoined from asserting that any Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order.

14. The proposed assumption and assignment of the Assigned Contracts and Leases and the Auction shall be conducted solely in accordance with the provisions of this Order, the Bidding Procedures and the Assumption Procedures, as applicable.

15. Nothing in this Order shall be construed to modify the requirements and provisions of sections 365(b), 365(d)(3), 365(d)(4) or 365(f) of the Bankruptcy Code, or to determine the effective date of rejection for any Contract or Lease which the Debtor may seek to reject.

Other Relief Granted

16. Except as otherwise Ordered by the Court, the deadline for the Debtor or any other party-in-interest supporting the Sale and/or entry of the Sale Order to file a reply to any timely-filed Sale Objection or Contract/Lease Objection, or other response in support of the Sale and/or entry of the Sale Order, is **December 26, 2018 at 12:00 noon (Prevailing Eastern**

Time). For the avoidance of doubt, the foregoing deadline shall not apply to the ability to the Debtor or other parties in interest to respond to objections that, pursuant to the terms of this Order are not required to be filed until December 26, 2018, at 12:00 noon (Prevailing Eastern Time).

17. This Order is without prejudice to the ability of the Stalking Horse to file a motion or application requesting the allowance and payment upon closing of an alternative transaction with a Successful Bidder other than the Stalking Horse of an administrative priority expense claim in respect of any asserted right of the Stalking Horse to receive a break-up fee, expense reimbursement or similar administrative priority claim. whether pursuant to Section 8.3 of the Stalking Horse Purchase Agreement or otherwise (“SH Administrative Claim Motion”). Any such SH Administrative Claim Motion shall be filed and served by the Stalking Horse on or before December 21, 2018. Any objections to the SH Administrative Claim Motion shall be filed and served no later than December 26, 2018, at 12:00 noon (Prevailing Eastern Time). Unless otherwise agreed by the Stalking Horse and the Debtor or ordered by the Court, the SH Administrative Claim Motion shall be heard and adjudicated at the Sale Hearing.

18. Notwithstanding anything in this Order to the contrary, the Debtor shall (a) no later than December 10, 2018, provide Cigna Health and Life Insurance Company (“Cigna”) with written notice of its irrevocable decision as to whether the Debtor proposes to assume and assign the *Ancillary Services Agreement by and between Oklahoma ProCure Management, LLC, and Connecticut General Life Insurance Company* dated February 15, 2010, (as amended, the “Cigna Agreement”) to the Stalking Horse if the Stalking Horse is the Successful Bidder, and (b) no later than December 21, 2018, provide Cigna with written notice of its irrevocable decision as to whether the Debtor proposes to assume and assign the Cigna Agreement to any Successful

Bidder other than the Stalking Horse. Further, no later than December 21, 2018, the Debtor or the Successful Bidder shall deliver to Cigna information reasonably necessary to provide Cigna with adequate assurance of future performance by the Successful Bidder under the Cigna Agreement. For the avoidance of doubt, nothing in this Paragraph is intended to, or shall, cause the assumption and assignment of the Cigna Agreement to be effective prior to the closing of the Sale.

19. The Debtor is authorized to execute and deliver all instruments and documents and take such other action as may be necessary or appropriate to implement and effectuate the transactions contemplated by this Order.

20. The requirements set forth in Local Rule 9013-1 are satisfied by the contents of the Motion.

21. The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

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

23. This Order shall be immediately effective and enforceable upon entry hereof.

24. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of the Order.

Dated: December 4th, 2018
Wilmington, Delaware

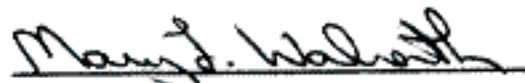

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1 To Bidding Procedures Order
Bidding Procedures

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

In re

Oklahoma ProCure Management, LLC,

Debtor.¹

Chapter 11

Case No. 18-12622 (MFW)

**BIDDING PROCEDURES FOR THE SALE
OF SUBSTANTIALLY ALL OF DEBTOR'S ASSETS**

Reference is made to: (a) *Debtor's Motion for Entry of: (I) Order (A) Granting Relief, in Part, from Compliance with Del. Bankr. L.R. 6004-1, (B) Approving Certain Noticing procedures in Connection with Proposed Private Sale of Debtor's Assets and Business, (C) Approving Assumption and Assignment Procedures for Proposed Sale, (D) Scheduling the Sale Hearing and Fixing Certain Related Dates and (E) Granting Related Relief; and (II) Order (A) Approving a Private Sale of Substantially All of the Debtor's Assets, Other Than Certain Excluded Assets, Free and Clear of Liens, Claims and Interests Thereunder, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief*, dated November 21, 2018 (D.I. 38) (the "Initial Sale Motion"), filed by Oklahoma ProCure Management, LLC, the above-captioned debtor and debtor-in-possession (the "Debtor"); and (b) the *Supplement To Debtor's Motion For Entry Of: (I) Order (A) Granting Relief, In Part, From Compliance With Del. Bankr. L.R. 6004-1, (B) Approving Certain Noticing Procedures In Connection With Proposed Private Sale Of Debtor's Assets And Business, (C) Approving Assumption And Assignment Procedures For Proposed Sale, (D) Scheduling The Sale Hearing And Fixing Certain Related Dates And (E) Granting Related Relief; And (II) Order (A) Approving A Private Sale Of Substantially All Of The Debtor's Assets, Other Than Certain Excluded Assets, Free And Clear Of Liens, Claims And Interests Thereunder, (B) Authorizing The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases, And (C) Granting Related Relief*, dated November 29, 2018 (D.I. 67) (the "Sale Supplement," and together with the Initial Sale Motion, the "Sale Motion").

Exhibit C to the Sale Supplement contains that certain *Asset Purchase Agreement*, dated November 29, 2018 (together with all exhibits and schedules thereto, as amended from time to time, the "Purchase Agreement"), by and between Debtor, as Seller, and The Oklahoma Proton Center LLC, as Buyer ("Stalking Horse").² The Purchase Agreement provides for, *inter alia*, the sale of the Acquired Assets (as defined in the Purchase Agreement) in exchange for consideration composed of (i) an amount equal to Seventeen Million Two Hundred Fifty Thousand Dollars (\$17,250,000) (the "Purchase Price"), subject to reduction in accordance with

¹ The Debtor in this case, along with the last four digits of the Debtor's federal EIN, is Oklahoma ProCure Management, LLC (9763). The Debtor's mailing address 5901 W. Memorial Rd., Oklahoma City, Oklahoma 73142

² Capitalized terms, not otherwise defined in these Bidding Procedures, have the meanings ascribed to such terms in the Purchase Agreement or, if not defined therein, the Sale Motion.

Section 2.2 of the Purchase Agreement; and (ii) the Stalking Horse's assumption of certain Assumed Liabilities, including Cure Costs.

On December [____], 2018, the Court entered the "*Order (I) Authorizing and Approving Bidding Procedures, (II) Approving Notice Procedures, (III) Scheduling a Sale Hearing and Approving Procedures for Assumption and Assignment and Determining Cure Amounts*" (D.I. [____]) (the "Bidding Procedures Order"), which, among other things, ordered and approved these bidding procedures as set forth herein (the "Bidding Procedures") governing the submission of competing proposals to purchase some or all of the Debtor's assets (the "Assets") pursuant to section 363 of the Bankruptcy Code. The sale of the Assets will be implemented pursuant to the terms and conditions of these Bidding Procedures and the Purchase Agreement, as the same may be amended pursuant to the terms thereof, subject to the Debtor's selection in its reasonable discretion, after consultation with counsel for the Agent (as defined in the Motion), of a higher or otherwise better bid as the Successful Bid in accordance with these Bidding Procedures.

Notice Parties

As used in these Bidding Procedures, the term "Debtor Notice Parties" means: (a) Oklahoma ProCure Management, LLC, c/o Loughlin Management Partners+Co., Attention: James J. Loughlin, Jr., 20 West 55th Street, New York, NY 10019, email: jloughlin@lmcopartners.com; and (b) Morris, Nichols, Arsht & Tunnell LLP, Attn: Gregory W. Werkheiser, Esq., 1201 N. Market St., 16th Fl., Wilmington, DE 19801, email: gwerkheiser@mnat.com.

As used in these Bidding Procedures, the term "Auction Notice Parties" means:

(a) The Debtor. Oklahoma ProCure Management, LLC, c/o Loughlin Management Partners+Co., Attention: James J. Loughlin, Jr., 20 West 55th Street, New York, NY 10019, email: jloughlin@lmcopartners.com;

(b) Counsel to the Debtor. Morris, Nichols, Arsht & Tunnell LLP, Attn: Gregory W. Werkheiser, Esq., 1201 N. Market St., 16th Fl., Wilmington, DE 19801, email: gwerkheiser@mnat.com;

(c) Counsel to the Agent. Mayer Brown LLP, Attn: Brian Trust, Esq. and Joaquin M. C de Baca, Esq., 1221 Avenue of the Americas, New York, NY, 10020, email: btrust@mayerbrown.com and jcdebaca@mayerbrown.com;

(d) Counsel to the Stalking Horse. Burr & Forman LLP, Attn: D. Christopher Carson, Esq., 420 North 20th Street, Suite 3400, Birmingham, AL 35203, email: ccarson@burr.com; and Burr & Forman LLP, Attn: J. Cory Falgowski, Esq., 1201 N. Market St., Suite 1407, Wilmington, DE 19801, jfalgowski@burr.com;

(e) Counsel to INTEGRIS Realty. Fox Rothschild LLP, Attn: Jeffrey Schlerf, Esq., Citizens Bank Center, 919 North Market Street, Suite 300, Wilmington, DE 19899-2323, email: JSchlerf@foxrothschild.com; and Crowe Dunlevy, Attn: Joel W. Harmon, Esq., Braniff Building, 324 N. Robinson Ave., Ste. 100, Oklahoma City, OK 73102, email: joel.harmon@crowedunlevy.com;

(f) Counsel to Radiation Medical Associates. Gibbons P.C., Attn: Howard Cohen, Esq., 300 Delaware Ave., Ste. 1015, Wilmington, DE 19801-1671, email: hcohen@gibbonslaw.com;

(g) counsel of record to any official committee of unsecured creditors appointed in the Chapter 11 Case; and

(h) any patient care ombudsman appointed in the Chapter 11 Case.

Participation Requirements

To participate in the formal bidding process or otherwise be considered for any purpose hereunder, a person (other than the Stalking Horse) interested in submitting a bid (an “Interested Party”) must, unless otherwise agreed to by the Debtor in consultation with counsel for the Agent (as defined in the Motion), deliver to both of the Debtor Notice Parties, the following documents (the “Preliminary Bid Documents”):

- (i) an executed confidentiality agreement on terms acceptable to the Debtor (each, a “Confidentiality Agreement”);
- (ii) a statement and other factual support demonstrating to the Debtor’s satisfaction that the Interested Party has a bona fide interest in purchasing the Assets; and
- (iii) preliminary proof by the Interested Party of its financial capacity to close a proposed transaction at the Purchase Price (as defined below), which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Interested Party (or, if the Interested Party is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach).

Due Diligence

Only an Interested Party that has delivered the Preliminary Bid Documents (a “Potential Bidder”) will be eligible to receive due diligence information concerning the Debtor and its assets. Debtor will take commercially reasonable steps to make due diligence information available to Potential Bidders commencing promptly after the Debtor’s determination that such Potential Bid Documents are satisfactory. The Debtor will provide to each Potential Bidder reasonable due diligence information, as requested, as soon as reasonably practicable after such request, which information will be commensurate with the due diligence information given to the Stalking Horse prior to and after entry into the Purchase Agreement; provided that if any Potential Bidder is (or is affiliated with) a competitor of the Debtor, the Debtor will not be required to disclose to such Potential Bidder any trade secrets or proprietary information unless the Confidentiality Agreement executed by such Potential Bidder contains, in the reasonable discretion of the Debtor, appropriate provisions to ensure that such trade secrets or proprietary information will not be used by such Potential Bidder or its affiliates for an improper purpose or to gain an unfair competitive advantage. Each Potential Bidder will comply with all reasonable requests for additional information and due diligence access by the Debtor or its advisors regarding such Potential Bidder and its contemplated transaction. If the Debtor determines at any time that a Potential Bidder is not reasonably likely to be a Qualified Bidder (as defined below), then the Debtor’s obligation to provide due diligence information to such Potential Bidder will terminate and all information provided by the Debtor prior to such time shall be returned to the Debtor in accordance with the terms of the applicable Confidentiality Agreement

Bid Requirements

To be eligible to participate in the Auction, each Potential Bidder must submit a proposal to purchase the Assets (a "Bid") which must:

- 1) state that the applicable Potential Bidder offers to purchase the Assets upon substantially the terms and conditions set forth in the Purchase Agreement pursuant to a transaction that is no less favorable to the Debtor's estate as the Debtor may reasonably determine, than the transactions contemplated in the Purchase Agreement;
- 2) other than a Bid submitted by the Stalking Horse, be accompanied by a deposit (each, a "Good Faith Deposit") in the form of a wire transfer or certified check or such other form acceptable to the Debtor, payable to the order of the Debtor, in an amount of \$400,000;
- 3) specify the amount of cash or other consideration offered by the Potential Bidder (the "Purchase Price"), which Purchase Price must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (i) the consideration set forth in the Purchase Agreement; and (ii) \$525,000;³
- 4) be irrevocable by the Potential Bidder until the selection of the Successful Bid in accordance with the terms of these Bidding Procedures; provided that if such Potential Bidder is selected as the Successful Bidder or Back-Up Bidder and is required to be a Back-Up Bidder hereunder, its Bid must remain irrevocable until the Debtor's consummation of a sale with the Successful Bidder;
- 5) include an executed asset purchase agreement, together with all exhibits and schedules thereto, pursuant to which the Potential Bidder proposes to effectuate a proposed transaction at the Purchase Price (or in the case of the Stalking Horse, at the purchase price set forth in the Purchase Agreement) (the "Transaction Documents"), which Transaction Documents must include a copy of the proposed asset purchase agreement marked against the Purchase Agreement to show all changes requested by the Potential Bidder;
- 6) include a list which specifies in detail which of the Debtor's unexpired leases and executory contracts are to be assumed by the Debtor and assigned to the Potential Bidder in connection with the consummation of the proposed transaction (subject to adjustment by the Potential Bidder on terms and conditions no more generous to the Potential Bidder than what appear in the Purchase Agreement;

³ For the avoidance of doubt, the initial overbid increment of \$525,000 listed above is without prejudice to any rights or objections of any party-in-interest in connection with any SH Administrative Claim Motion (as defined in the Bidding Procedures Order) or other request by the Stalking Horse for a break-up fee, expense reimbursement or other claim.

- 7) provide a commitment to close as soon as practicable, but in no event later than the deadline for the Stalking Horse to close in the Purchase Agreement;
- 8) not be conditioned on unperformed due diligence, obtaining financing or any internal approval or otherwise be subject to contingencies more burdensome than those in the Purchase Agreement;
- 9) include (a) a description of all governmental, licensing, regulatory or other filings, approvals or consents that are required to be made or obtained to close the proposed transaction, together with evidence of the ability to make or obtain such filings, consents or approvals in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the making, obtainment or effectiveness of any such filings, consents or approvals and (b) an estimated timeframe for making and/or obtaining any such required governmental, licensing, regulatory or other filings, approvals or consents;
- 10) contain written evidence of a commitment for financing or other evidence of the ability to consummate a proposed transaction at the Purchase Price (or in the case of the Stalking Horse, at the purchase price set forth in the Purchase Agreement) (including sufficient financial or other information to establish adequate assurance of future performance of the proposed assignee pursuant to section 365(f)(2) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code to the non-Debtor counterparties to any executory contracts and unexpired leases to be assumed by the Debtor and assigned to the Potential Bidder in connection with the proposed transaction), satisfactory to the Debtor in its reasonable discretion, after consultation with counsel for the Agent, with appropriate contact information for such financing sources;
- 11) contain written evidence satisfactory to the Debtor in its reasonable discretion of authorization and approval from the Potential Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and consummation of such Bid and the transaction(s) contemplated therein and any Overbid(s) (as defined below), and related Transaction Documents;
- 12) not request or entitle the Potential Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment;
- 13) fully disclose the identity of each entity that will be bidding for the Assets or otherwise sponsoring, financing (including through the issuance of debt in connection with such Bid), participating in or benefiting from (including through license or similar arrangement with respect to the assets to be acquired in connection with such Bid) such Bid, and the complete terms of any such sponsorship,

participation, financing or benefit;

- 14) constitute a good faith, bona fide offer to effectuate the proposed transaction;
- 15) include an agreement to cooperate reasonably and in good faith with the Debtor's further information requests to the Potential Bidder; and
- 16) be received by the Debtor Notice Parties by **December 19, 2018 at 12:00 noon** (Prevailing Eastern Time) (the "Bid Deadline"). Bids may be delivered by overnight courier, hand delivery or email to the Debtor Notice Parties. If a Potential Bidder chooses to deliver its Bid via email to the Debtor Notice Parties, then such Potential Bidder must (a) include as one or more attachments to such email .pdf files of its executed asset purchase agreement, the redline marked against the Purchase Agreement and other Transaction Documents, and (b) bring the Proposed Bidder's executed asset purchase agreement, containing the original signature of Proposed Bidder's authorized representative to the Auction.

Designation as Qualified Bidder

A qualified bidder ("Qualified Bidder") is a Potential Bidder that, in the Debtor's reasonable determination, after consultation with counsel for the Agent, (i) has timely submitted a Bid that satisfies each of the requirements listed above in the section entitled "Bid Requirements" and (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "Qualified Bid"); provided that the Debtor reserves the right to work with any Potential Bidder in advance of the Auction to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid. By 10:00 a.m. (Prevailing Eastern Time) on December 20, 2018, or as soon thereafter as is reasonably practicable, the Debtor will determine in its reasonable discretion, after consultation with counsel for the Agent, whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination. For the avoidance of doubt, (i) the Stalking Horse is a Qualified Bidder, (ii) the Purchase Agreement is a Qualified Bid, and (iii) the Stalking Horse is authorized to submit any Overbids (as defined below) during the Auction, in each instance without further qualification required of the Stalking Horse.

"As Is. Where Is"

Any sale or transfer of the Assets will be on an "as is, where is" basis and without representations or warranties of any kind by the Debtor, its agents or the Debtor's chapter 11 estate, except and solely to the extent expressly set forth in a final purchase agreement approved by the Court as the Successful Bid. Each Qualified Bidder will be required to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Debtor's assets that are the subject of the Auction prior to making its Bid and that it has relied solely upon its own independent review and investigation in making its Bid. Except as otherwise provided in a final purchase agreement approved by the Court as the Successful Bid, all of the Debtor's right, title and interest in the Assets will be sold or transferred free and clear of all Liens (other than Permitted Encumbrances) as proposed in the Purchase Agreement, with any

Liens (other than Permitted Encumbrances) to attach to the proceeds of the sale of the Assets as provided in the proposed form of sale order attached to the Sale Motion.

Auction

Baseline Bid. Prior to the commencement of the Auction, the Debtor will (i) notify all Qualified Bidders and Auction Notice Parties of the highest or otherwise best Qualified Bid, as determined by the Debtor in its reasonable discretion formed after consultation with counsel for the Agent (the “Baseline Bid”), and (ii) provide all Qualified Bidders and Auction Notice Parties with complete copies of all Transaction Documents and all other bid materials submitted by each other Qualified Bidder, subject to exclusion of any confidential financial information as determined by the Debtor in its reasonable discretion, after consultation with counsel for Agent, or which has been so designated by the applicable Qualified Bidder. The Debtor’s determination, after consultation with counsel for the Agent, of which Qualified Bid constitutes the Baseline Bid may take into account any factors that would be relevant to the Debtor’s consideration of which Bid is the highest or otherwise best Bid at the Auction.

Auction Date and Location. The Auction will commence on **December 20, 2018 at 12:00 noon** (Prevailing Eastern Time) at the offices of **Morris Nichols Arsht & Tunnell, LLP, 1201 N. Market Street, 16th Fl., Wilmington, DE 19801**, or on such other date and/or at such other location as determined by the Debtor.

Participation Requirements. Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. The authorized representatives of each of the Qualified Bidders (including the Stalking Horse), the Auction Notice Parties and the U.S. Trustee will be permitted to attend the Auction. In addition, pursuant to Local Rule 6004-1, all creditors of the Debtor may attend the Auction, provided that they send an email to counsel to the Debtor (at GWerkheiser@mnat.com or DButz@mnat.com) indicating that they intend to attend the Auction no less than one (1) Business Day prior to the Auction.

Auction Procedures. The Debtor and its professionals will direct and preside over the Auction. At the start of the Auction, the Debtor will describe the terms of the Baseline Bid. All Bids made thereafter must be Overbids (as defined below) and will be made and received on an open basis, and all material terms of each Bid will be fully disclosed to all other Qualified Bidders. The Debtor will maintain a transcript of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, the Successful Bid and the Back-Up Bid. Each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the sale of the Assets. The Debtor, in its reasonable discretion, in consultation with counsel for the Agent, reserves the right to conduct the Auction in a manner designed to maximize value based upon the nature and extent of the Qualified Bids received.

During the Auction, bidding will begin initially with the Baseline Bid and subsequently continue in minimum increments of at least \$75,000 (each, an “Overbid”). The Debtor will announce at the Auction the material terms of each Overbid, value each Overbid in accordance with these Bidding Procedures and provide each Qualified Bidder with an opportunity to make a subsequent Overbid. Additional consideration in excess of the amount set forth in the Baseline Bid may include cash and/or other consideration acceptable to the Debtor, after consultation with counsel for the Agent, in accordance with these Bidding Procedures. To the extent that an Overbid has been accepted entirely or in part because of the addition, deletion, or modification of

a provision or provisions in the applicable Transaction Documents or the Purchase Agreement, the Debtor will provide notice to each participant of the value ascribed by the Debtor to any such added, deleted, or modified provision or provisions, with such value being determined by the Debtor in its reasonable discretion, in consultation with counsel for the Agent.

Any Overbid made from time to time by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (i) the Debtor accepts a higher or otherwise better bid submitted by another Qualified Bidder during the Auction as an Overbid and (ii) such Overbid is not selected as the Back-Up Bid (as defined below). To the extent not previously provided (which will be determined by the Debtor), a Qualified Bidder submitting an Overbid must submit at the Debtor's request, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtor) demonstrating such Qualified Bidder's ability to close the transaction at the purchase price contemplated by such Overbid.

Selection of Successful Bid

At the conclusion of the Auction, the Debtor, in the exercise of its reasonable business judgment, will select (i) the highest or otherwise best bid submitted by a Qualified Bidder during the Auction (the "Successful Bid"), and (ii) the next highest or otherwise best bid after the Successful Bid (the "Back-Up Bid"). In selecting the Successful Bid and the Back-Up Bid, if any, the Debtor shall take into account the projected percentage recovery to general unsecured creditors and whether all administrative, priority and secured claims will be paid in full and may also consider, among other things: (i) the number, type and nature of any changes to the Purchase Agreement contained in each Bid and the extent to which such modifications are likely to delay closing of the contemplated transaction and the cost to the Debtor of such modifications or delay; (ii) the liabilities being assumed; (iii) the likelihood of the Qualified Bidder's ability to close its proposed transaction and the timing thereof; (iv) the expected net benefit of the transaction to the Debtor's estate and creditors, including, but not limited to holders of the Pre-Petition Obligations; and (v) any other factors the Debtor may reasonably deem relevant. The Qualified Bidder that submits the Successful Bid will be deemed the "Successful Bidder." The Qualified Bidder that submits the Back-Up Bid, if any, will be deemed the "Back-Up Bidder."

The Auction will close when the Debtor announces that the Auction has concluded and a Successful Bid and, to the extent the Debtor determines, a Back-Up Bid, have been selected. Notwithstanding anything herein to the contrary, the Debtor is authorized, but not required, to select a Back-Up Bidder and a Back-Up Bid. For the avoidance of doubt, the Debtor will not consider or support any bid for any of the Assets (whether or not such bid is made by a Qualified Bidder) received after the close of the Auction. Promptly after the Auction has closed, the Debtor will file a notice of the results of the auction that identifies the Successful Bidder, any Back-Up Bidder and their respective counsel (if any) ("Notice of Auction Results").

The Back-Up Bid, if any, will remain open and binding on the Back-Up Bidder until consummation of the Successful Bid with the Successful Bidder. If the Successful Bidder fails to consummate the Successful Bid within the time set forth therein, the Debtor will be authorized, but not required, to select the Back-Up Bidder, if any, as the new Successful Bidder, and shall proceed to consummate the Successful Bid of the new Successful Bidder.

Implementation of the Sale

The hearing to authorize the sale of the Assets to the Successful Bidder pursuant to the Successful Bid (the "Sale Hearing") will be held before the Court on **December 27, 2018, at 1:00 p.m.** (Prevailing Eastern Time). The Sale Hearing may be adjourned or rescheduled by the Debtor, on notice to the Auction Notice Parties, to a time and date consistent with the Court's calendar, as set forth in notice on the docket, a notice of agenda or stated orally at the Sale Hearing. The Debtor may not consider or support any other bid to purchase the Assets pending consideration by the Court of the Successful Bid at the Sale Hearing. Upon the Court's approval of the Successful Bid, the Successful Bid will be deemed accepted by the Debtor, and the Debtor will be bound to the terms of that Successful Bid with no further opportunity for an auction or other process.

If the Successful Bidder or the Back-Up Bidder (if the Successful Bidder fails to consummate the proposed transaction) fails to enter into an asset purchase agreement as promptly as practicable or consummate the proposed transaction consistent with the Successful Bid or Back-Up Bid (if applicable), because of a breach or failure to perform on the part of the Successful Bidder or Back-Up Bidder (if applicable), all parties in interest reserve the right to seek all available damages from the defaulting Successful Bidder or Back-Up Bidder (if applicable), including specific performance and retention of the Good Faith Deposit.

Consent to Jurisdiction as Condition to Bidding

All Qualified Bidders at the Auction will be deemed to have (a) consented to the exclusive jurisdiction of the Court with respect to all matters relating to the Auction and the construction and enforcement of each Qualified Bidder's Transaction Documents, and (b) waived any right to a jury trial in connection with any disputes relating to the Auction.

Return of Good Faith Deposit

All Good Faith Deposits will be held by the Debtor in a non-interest-bearing escrow or trust account. Good Faith Deposits of Qualified Bidders, other than the Successful Bidder and the Back-Up Bidder, if any, will be returned to the unsuccessful bidders within five (5) Business Days after selection of the Successful Bidder and Back-Up Bidder, if any, in accordance with these Bidding Procedures. The Successful Bidder's Good Faith Deposit will be applied to the Purchase Price of the Successful Bid at closing, and the Debtor will be entitled to retain such Good Faith Deposit as part of its damages if the Successful Bidder fails to meet its obligations to close the transaction contemplated by the Successful Bid. The Good Faith Deposit of the Back-Up Bidder, if any, will be returned to the Back-Up Bidder, if any, within five (5) Business Days after the consummation of the sale with the Successful Bidder.

Reservation of Rights

The Debtor reserves the right, in its reasonable discretion, in consultation with counsel for the Agent, and subject to the exercise of the Debtor's business judgment, to alter or terminate these Bidding Procedures, to alter or modify any Auction rules or procedures, to waive terms and conditions set forth herein with respect to all potential bidders, extend the deadlines set forth herein, alter the assumptions set forth herein, and/or to terminate discussions with any and all prospective acquirers and investors at any time and without specifying the reasons therefor, in each case to the extent not materially inconsistent with these Bidding Procedures, the Bidding Procedures Order and the Purchase Agreement; provided that the Debtor shall only be permitted

to modify or amend the terms of any Purchase Agreement in accordance with the applicable Purchase Agreement.

EXHIBIT 2 To Bidding Procedures Order
Sale Notice

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

In re

Oklahoma ProCure Management, LLC,

Debtor.¹

Chapter 11

Case No. 18-12622 (MFW)

Re: **D.I. 38, 67 & ____**

**NOTICE OF PROPOSED SALE, BIDDING PROCEDURES,
AUCTION AND SALE HEARING**

PLEASE TAKE NOTICE that the above-referenced debtor and debtor in possession (the “Debtor”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). On November 21, 2018, the Debtor filed a motion [D.I. 38] (the “Sale Motion”)², with the United States Bankruptcy Court for the District of Delaware (the “Court”), seeking, among other things, entry of an order (the “Sale Order”): (i) approving an asset purchase agreement (together with all exhibits and schedules thereto, as amended from time to time, the “Stalking Horse Purchase Agreement”) between the Debtor, as Seller, and The Oklahoma Proton Center LLC (the “Stalking Horse”), as Buyer; (ii) approving the Sale of substantially all of the Debtor’s assets, other than the Excluded Assets, free and clear of liens, claims, encumbrances, and interests (collectively, “Interests”), other than certain Interests that may be assumed by the Stalking Horse in accordance with the express terms of the Stalking Horse Purchase Agreement; (iii) approving the Debtor’s assumption, assignment of, and the agreed Cure Amount (as defined herein) for, all effective upon the closing of the Sale, the IBA Service Agreement, by and between IBA Proton Therapy, Inc. (“IBA”) and the Debtor; (iv) approving the Debtor’s assumption and assignment of, and the Cure Amount for, the Ground Lease Agreement, by and between INTEGRIS Realty Corporation (“INTEGRIS Realty”), as Lessor, and the Debtor, as Lessee; (v) approving the assumption and assignment of, and fixing the Cure Amounts for, those Other Contracts and Leases to be assumed and assigned to the Purchaser in accordance with the Assumption and Assignment Procedures and the Stalking Horse Purchase Agreement, effective upon closing of the Stalking Horse Purchase Agreement; and (vi) granting related relief.

¹ The Debtor in this case, along with the last four digits of the Debtor’s federal EIN, is Oklahoma ProCure Management, LLC (9763). The Debtor’s mailing address is 5901 W. Memorial Road, Oklahoma City, Oklahoma 73142.

² Capitalized terms that are not otherwise defined herein have the meanings given to such terms in the Sale Motion.

PLEASE TAKE FURTHER NOTICE that the following timeline sets forth the Bidding Procedures deadlines as detailed below:

Event	Deadline
Sale Objection Deadline (for Stalking Horse Purchase Agreement and Sale Order)	December 17, 2018 at 4:00 p.m.
Bid Deadline	December 19, 2018 at 12:00 noon
Auction	December 20, 2018 at 12:00 noon
Reply Deadline in Support of Sale	December 26, 2018 at 12:00 noon
Sale Hearing	December 27, 2018 at 1:00 p.m.

PLEASE TAKE FURTHER NOTICE that the Debtor is soliciting offers for the purchase of the Assets and assumption of the Assumed Liabilities (as defined in the Stalking Horse Purchase Agreement) of the Debtor consistent with the bid procedures (the “Bidding Procedures”) approved by the Court by entry of an order on [], 2018 [D.I._____] (the “Bidding Procedures Order”). The deadline for each Potential Bidder to submit a proposal to purchase the Purchased Assets is **December 19, 2018 at 12:00 noon (Prevailing Eastern Time)** (the “Bid Deadline”). All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order. To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects. Any person interested in making a bid should contact James J. Loughlin, Jr., Vice President and Assistant Treasurer of the Debtor (jloughlin@lmcopartners.com).

PLEASE TAKE FURTHER NOTICE that, if the Debtor receives qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtor will conduct an auction (the “Auction”) of the Assets on **December 20, 2018 at 12:00 noon (prevailing Eastern Time)** at the offices of **Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Wilmington, DE 19801** (or at any other location as the Debtor may hereafter provide reasonable prior notice of in accordance with the Bidding Procedures and Bidding Procedures Order).

PLEASE TAKE FURTHER NOTICE that, consistent with the Bidding Procedures Order, a hearing will be held before the Honorable Judge Mary F. Walrath, United States Bankruptcy Judge, on **December 27, 2018 at 1:00 p.m. (prevailing Eastern Time)**, in Courtroom 4 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Wilmington, Delaware 19801, to consider approval of the Sale (the “Sale Hearing”). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) in Open Court or by the filing of a notice on the docket of the case a notice of agenda.

PLEASE TAKE FURTHER NOTICE that the deadline to file objections, if any, to the transactions contemplated by the Stalking Horse Purchase Agreement or to entry of the Sale Order is **December 17, 2018, at 4:00 p.m. (Prevailing Eastern Time)** (the “Sale Objection Deadline”). Objections, if any, must: (i) be in writing, (ii) conform to the applicable

provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor and (iv) be filed with the Court and served so as to be actually received no later than the Sale Objection Deadline by the following parties: (a) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market St., 16th Fl., Wilmington, DE 19801, Attn: Gregory Werkheiser, Esq., counsel to the Debtor; (b) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda Richenderfer, Trial Attorney; (c) Mayer Brown LLP, 1221 Avenue of the Americas, New York, NY, 10020, Attn: Brian Trust, Esq. and Joaquin M. C de Baca, Esq., counsel to the Agent; (d) Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, AL 35203, Attn: D. Christopher Carson, Esq., and 1201 N. Market St., Suite 1407, Wilmington, DE 19801, Attn: J. Cory Falgowski, Esq., counsel to the Stalking Horse; and (e) counsel of record to any official committee of unsecured creditors appointed in this chapter 11 case (collectively, the “Notice Parties”).

PLEASE TAKE FURTHER NOTICE that the deadline for the Debtor or any other party in interest supporting the Sale and/or entry of the Sale Order to file a reply to any timely-filed Sale Objection or Contract/Lease Objection, or other response in support of the Sale and/or entry of the Sale Order is **December 26, 2018 at 12:00 noon (Prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE THAT ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTOR’S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), Supplemental Sale Documents, Bidding Procedures Order, the Bidding Procedures and the proposed Sale Order are, or will soon be, available and may be examined by interested parties, as follows: (i) free of charge at the webpage maintained by the Debtor’s claims and noticing agent at <http://www.jndla.com/cases/oklahomaprocore> under the heading “Sale Documents”; (ii) at the offices of the Clerk of the Court during normal business hours; and (iii) downloaded from the Court’s electronic docket at www.deb.uscourts.gov. Please note that prior registration with the PACER service center and payment of a fee may be required to access such documents. Parties in interest may sign up for a PACER account by visiting the PACER website at pacer.psc.uscourts.gov or by calling (800) 676-6856.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order, a separate notice will be provided to the counterparties to executory contracts and unexpired leases that may be assumed and assigned in connection with the Sale.

Dated: _____, 2018
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ _____

Gregory W. Werkheiser (No. 3553)

Daniel B. Butz (No. 4227)

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*Counsel to the Debtor and
Debtor in Possession*

EXHIBIT 3 To Bidding Procedures Order

Potential Assignment Notice

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

In re

Chapter 11

Oklahoma ProCure Management, LLC,

Case No. 18-12622 (MFW)

Debtor.¹**Re: D.I. 38, 67 & _____**

**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT
OF UNEXPIRED LEASES AND EXECUTORY CONTRACTS
IN CONNECTION WITH DEBTOR'S PROPOSED SALE OF ASSETS**

PLEASE TAKE NOTICE that you are receiving this notice (the "**Potential Assignment Notice**") because you or one of your affiliates may be a counterparty to one or more of the Contracts and Leases with the Debtor as set forth on **Exhibit A** attached hereto (the "**Potentially Assigned Lease/Contract Schedule**").² If the Court enters the Sale Order, the Debtor **may** assume and assign to the Successful Bidder or reject the Contract and/or Lease listed on the Potentially Assigned Lease/Contract Schedule, to which you are a counterparty, either as of the Closing Date or a later date pursuant to the Stalking Horse Purchase Agreement or the Successful Bidder Purchase Agreement, as applicable.

PLEASE TAKE FURTHER NOTICE that the following timeline applies to the Assumption and Assignment Procedures as detailed below:

Event	Deadline
INTEGRIS Ground Lease Objection Deadline	December 12, 2018 at 5:00 p.m.
Contract/Lease Objection Deadline	December 17, 2018 at 4:00 p.m.
Stalking Horse Adequate Assurance Objection Deadline	December 17, 2018 at 4:00 p.m. (If EEFP Info Eligibility Conditions are not satisfied) 7 calendar days after Counterparty's receipt of AAEP Package (If EEFP Info Eligibility Conditions are satisfied)

¹ The Debtor in this case, along with the last four digits of the Debtor's federal EIN, is Oklahoma ProCure Management, LLC (9763). The Debtor's mailing address is 5901 W. Memorial Road, Oklahoma City, Oklahoma 73142.

² This Potential Assignment Notice is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This Potential Assignment Notice is not an admission by the Debtor that any such contract or lease is executory or unexpired.

	or waived)
Successful Bidder Adequate Assurance Objection Deadline	December 26, 2018 at 12:00 noon
Sale Hearing	December 27, 2018 at 1:00 p.m.

PLEASE TAKE FURTHER NOTICE that, on November 21, 2018, that Oklahoma ProCure Management, LLC, the above-captioned debtor and debtor in possession (the “Debtor”), filed the *Debtor’s Motion For Entry Of: (I) Order (A) Granting Relief, In Part, From Compliance With Del. Bankr. L.R. 6004-1, (B) Approving Certain Noticing Procedures In Connection With Proposed Private Sale Of Debtor’s Assets And Business, (C) Approving Assumption And Assignment Procedures For Proposed Sale, (D) Scheduling The Sale Hearing And Fixing Certain Related Dates And (E) Granting Related Relief; And (II) Order (A) Approving A Private Sale Of Substantially All Of The Debtor’s Assets, Other Than Certain Excluded Assets, Free And Clear Of Liens, Claims And Interests Thereunder, (B) Authorizing The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases, And (C) Granting Related Relief* [D.I. 38] (the “Sale Motion”),³ with the United States Bankruptcy Court for the District of Delaware (the “Court”), seeking, among other things, entry of an order (the “Sale Order”).

PLEASE TAKE FURTHER NOTICE that, on [], 2018, the Court entered an order [D.I. ____] (the “Bidding Procedures Order”), granting certain of the relief sought in the Sale Motion, including, among other things, approving: (a) bid procedures (the “Bidding Procedures”) for the Sale of the Assets; and (b) procedures for the assumption and assignment of the Contracts and Leases.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, a hearing will be held before the Honorable Mary F. Walrath, United States Bankruptcy Judge, on **December 27, 2018 at 1:00 p.m. (prevailing Eastern Time)**, in Courtroom 4 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Wilmington, Delaware 19801, to consider approval of the Sale (the “Sale Hearing”). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) in open Court or by the filing of a notice on the docket of the case or a notice of agenda.

PLEASE TAKE FURTHER NOTICE that the Debtor has determined that the cure amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Contracts and Leases (the “Proposed Cure Amounts”) are in the total amount as set forth on the Potentially Assigned Lease/Contract Schedule attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that if you object to the proposed assumption or assignment of your Contract or Lease, or the Proposed Cure Amount, if any, or the ability of the Stalking Horse to provide adequate assurance of future performance, you must file with the Court and serve an objection (a “Contract/Lease Objection”) on the following parties so as to be actually received before **4:00 p.m. (prevailing Eastern Time) on December**

³ Capitalized terms that are not otherwise defined herein have the meanings given to such terms in the Sale Motion or Bidding Procedures Order, as applicable.

17, 2018 (the “Contract/Lease Objection Deadline”): (a) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market St., 16th Fl., Wilmington, DE 19801, Attn: Gregory Werkheiser, Esq., counsel to the Debtor; (b) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda Richenderfer, Trial Attorney; (c) Mayer Brown LLP, 1221 Avenue of the Americas, New York, NY, 10020, Attn: Brian Trust, Esq. and Joaquin M. C de Baca, Esq., counsel to the Agent; (d) Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, AL 35203, Attn: D. Christopher Carson, Esq., and 1201 N. Market St., Suite 1407, Wilmington, DE 19801, Attn: J. Cory Falgowski, Esq., counsel to the Stalking Horse; and (e) counsel of record to any official committee of unsecured creditors appointed in the Chapter 11 Case (the “Notice Parties”). All Contract/Lease Objections must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any orders of the Court; and (iii) state, with specificity, the legal and factual bases thereof, including, if applicable, the monetary cure amount or nonmonetary cure pursuant to section 365 of the Bankruptcy Code you believe is required to cure defaults or to compensate you for damages under the relevant Contract or Lease.

PLEASE TAKE FURTHER NOTICE that the Debtor or Stalking Horse may modify the Potentially Assigned Lease/Contract Schedule in accordance with the Stalking Horse Purchase Agreement and the Bidding Procedures Order. **At any time on or before December 17, 2018, the Debtor may modify the previously-stated Proposed Cure Amount associated with any Contract or Lease appearing on the Potentially Assigned Lease/Contract Schedule.** Following the conclusion of the Auction, if any, and the selection of the Successful Bidder, the Debtor reserves the right, but only in accordance with the Stalking Horse Purchase Agreement, or as otherwise agreed by the Debtor and the Successful Bidder, at any time before the closing of the Sale, to remove any Contract or Lease from the Sale.

PLEASE TAKE FURTHER NOTICE that any and all objections (“Ground Lease Assignment Objections”) to the Debtor’s assumption and assignment to the Successful Bidder of that certain Ground Lease Agreement, dated April, 2007 by and between INTEGRIS Realty Corporation (“INTEGRIS Realty”) or any permitted successor in interest or assignee of INTEGRIS Realty, as Lessor, and the Debtor, as Lessee (the “Ground Lease”), shall be filed and served so as to be received by the Notice Parties by no later than **December 12, 2018, at 5:00 p.m. (Prevailing Eastern Time)** (the “Ground Lease Assignment Objection Deadline”). Any such Ground Lease Assignment Objection shall comply with the requirements for a Lease/Contract Objection and shall additionally set forth with specificity (a) its positions concerning (i) whether the Ground Lease has been terminated, (ii) the Debtor’s right to continue occupying the leased premises pursuant to the Ground Lease, and (iii) whether the Debtor’s status under the Ground Lease or applicable law has become that of a holdover tenant, and (b) the legal and factual bases for the objecting party’s responses to clauses (a)(i), (a)(ii) and (a)(iii) hereof. **Notwithstanding anything to the contrary in this Paragraph, any objection to the Proposed Cure Amount for the Ground Lease or to proposed adequate assurance of future performance by a Successful Bidder in connection with the assumption and assignment of the Ground Lease to such person or entity need not be filed and served by the Ground Lease Assignment Objection Deadline and may instead be filed and served on or before the objection deadline that otherwise would be applicable to such objection.**

PLEASE TAKE FURTHER NOTICE that if you request to review the Stalking Horse’s proposed evidence of adequate assurance of future performance under the Contracts and

Leases potentially to be assumed by the Debtor and assigned to the Stalking Horse as part of the Sale (the “AAFP Package”), you must: (a) make such a request in writing (which may take the form of an email) to: (i) counsel to the Stalking Horse, Burr & Forman LLP, Attn: J. Cory Falgowski, Esq., 1201 N. Market St., Suite 1407, Wilmington, DE 19801, jfalgowski@burr.com; and (ii) counsel to the Debtor, Morris, Nichols, Arsht & Tunnell LLP, Attn: Gregory W. Werkheiser, Esq., 1201 N. Market St., 16th Fl., Wilmington, DE 19801, email: gwerkheiser@mnat.com; and (ii) execute a confidentiality agreement on terms and conditions reasonably acceptable to the Stalking Horse (together, the “AAFP Info Eligibility Conditions”). The Stalking Horse shall provide its AAFP Package to the requesting party by email or similarly expeditious means by the later of (x) two (2) Business Days after the satisfaction or waiver by the Stalking Horse of the AAFP Info Eligibility Conditions and (y) December 14, 2018. The Package shall include information concerning the legal name of the proposed assignee, the proposed use of any leased premises, the proposed assignee’s financial ability to perform under the Contracts and Leases and a contact person with the proposed assignee whom counterparties may contact if they wish to obtain further information regarding the proposed assignee.

PLEASE TAKE FURTHER NOTICE that if you wish to object solely to adequate assurance of future performance provided by the Stalking Horse (“Stalking Horse Adequate Assurance Objections”), the objection must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (c) state, with specificity, the legal and factual bases thereof, and (d) **be filed with the Bankruptcy Court and served so as to be received by the Notice Parties (i) by the Contract/Lease Objection Deadline, if the Counterparty has not satisfied (or the Stalking Horse has not waived) the AAFP Info Eligibility Conditions or (ii) if the AAFP Info Eligibility Conditions have been satisfied or waived, within seven (7) calendar days after the Counterparty’s receipt of the AAFP Package.**

PLEASE TAKE FURTHER NOTICE that if and only if the Stalking Horse is not the Successful Bidder for the Assets, and you object to the adequate assurance of future performance provided by the Successful Bidder, you must file with the Court and serve an objection (“Successful Bidder Adequate Assurance Objections,” and with the Stalking Horse Adequate Assurance Objections, the “Adequate Assurance Objections”) on the Notice Parties so as to be actually received before **December 26, 2018, at 12:00 noon (Prevailing Eastern Time)**. All Adequate Assurance Objections must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, and (c) state, with specificity, the legal and factual bases thereof.

PLEASE TAKE FURTHER NOTICE that any party that fails to timely file an Objection shall be deemed to have consented to the assumption and assignment of the Contract or Lease to the Stalking Horse or Successful Bidder, and the Proposed Cure Amounts proposed by the Debtor in this Potential Assignment Notice, and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtor’s cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtor or its estate.

PLEASE TAKE FURTHER NOTICE that the Debtor hereby reserves all rights to amend, revise or supplement any documents relating to the Sale and/or to be executed, delivered, assumed and/or performed in connection with the Sale or the Purchase Agreement or Successful Bidder Purchase Agreement, as applicable, including the Potentially Assigned Lease/Contract Schedule.

PLEASE TAKE FURTHER NOTICE that notwithstanding anything herein, this Potential Assignment Notice shall not be deemed to be an assumption, rejection, or termination of any of the Contracts and Leases. Moreover, the Debtor explicitly reserves its rights to reject or assume any of the Contract and Leases pursuant to section 365(a) of the Bankruptcy Code and nothing herein (a) alters in any way the prepetition nature of the Contracts and Leases or the validity, priority, or amount of any claims of counterparties to the Contracts and Leases against the Debtor that may arise under such Contracts and Leases, (b) creates a postpetition contract or agreement, or (c) elevates to administrative expense priority any claims of counterparties to the Contracts and Leases against the Debtor that may arise under such Contracts and Leases.

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures Order, the Bidding Procedures, Sale Motion (and all exhibits thereto), Supplemental Sale Documents and the proposed Sale Order are, or will soon be, available and may be examined by interested parties, as follows: (i) free of charge at the webpage maintained by the Debtor's claims and noticing agent at <http://www.jndla.com/cases/oklahomaprocur> under the heading labeled "Sale Documents"; (ii) at the offices of the Clerk of the Court during normal business hours; and (iii) downloaded from the Court's electronic docket at www.deb.uscourts.gov. Please note that prior registration with the PACER service center and payment of a fee may be required to access such documents. Parties in interest may sign up for a PACER account by visiting the PACER website at pacer.psc.uscourts.gov or by calling (800) 676-6856.

Dated: _____, 2018
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ _____
Gregory W. Werkheiser (No. 3553)
Daniel B. Butz (No. 4227)
Paige N. Topper (No. 6470)
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