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Ex Parte
Hearing Dates: March 8 and April 3, 2017
- 8 MAR 2017 Time of Hearings: 10:30 a.m.

DEPARTMENT OF
JUDICIAL ADMINISTRATION
KING COUNTY COURTHOUSE

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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 FOR THE COUNTY OF KING

9 WELLS FARGO BANK, NATIONAL
10 ASSOCIATION, a national banking
association,

11 Petitioner,

12 vs.

13 ONLINESHOES.COM INC., a Washington
14 corporation; SHOES.COM, INC., a Delaware
corporation,

15 Respondents.

No. 17-2-02462-7SEA

ORDER (1) SCHEDULING SALE
APPROVAL HEARING, (2)
APPROVING BID AND AUCTION
PROCEDURES, AND (3) GRANTING
RELATED RELIEF

16
17 THIS MATTER came on for hearing on the Receiver's Motion for Orders: (1)
18 Approving the Sale of Assets Free and Clear of Liens, Claim, Encumbrances and Interests;
19 (2) Approving Bid and Auction Procedures; (3) Scheduling Hearing to Approve Sale of
20 Assets; and (4) Approving Assumption and Assignment of Executory Contracts (the
21 "Motion").

22 THE COURT, having held a hearing on the Motion on March 8, 2017 (the "Bid and
23 Auction Procedures Hearing"), and having considered the Motion, the Declarations of John
24 L. Davidson and Alex Poust filed in support of the Motion, the objection to the motion filed
25 on March 6, 2017, by Daniel Gerler (the "Gerler Objection"), the Receiver's Reply to the
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ORDER (1) SCHEDULING SALE APPROVAL HEARING, (2) APPROVING
BID AND AUCTION PROCEDURES, and (3) GRANTING RELATED
RELIEF - 1

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SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
1211 SW 5th Ave., Suite 1900
Portland, OR 97204
Telephone: 503.222.9981

1 Gerler Objection, the arguments of counsel, and the files and records herein, and being fully
2 advised,

3 THE COURT FINDS as follows:

4 A. Oswego Group LLC, doing business as Inverness Group (“Receiver”), gave
5 appropriate notice of the Motion and the Bid and Auction Procedures Hearing. No other or
6 further notice in connection with the entry of this Order is or shall be required.

7 B. The Bid and Auction Procedures were proposed by the Receiver in good faith
8 with the goal of maximizing the value of all or substantially all of the assets of
9 Onlineshoes.com Inc. and Shoes.com, Inc. (the “Assets”) for the benefit of the receivership
10 estate and its creditors. The Bid and Auction Procedures provide for a competitive bidding
11 process, including an auction if qualified bids are received from multiple bidders for the
12 same assets.

13 D. The Bid and Auction Procedures are fair and reasonable, were proposed in the
14 exercise of the Receiver’s reasonable business judgment, and are in the best interests of the
15 receivership estate, its creditors, and other parties in interest.

16 E. Any objections to the Motion with respect to the Bid and Auction Procedures,
17 including but not limited to the Gerler Objection, if not previously withdrawn, are hereby
18 overruled.

19 NOW THEREFORE, IT IS HEREBY ORDERED THAT:

20 1. The Receiver’s Motion is GRANTED to the extent set forth in this Order.
21 2. The following Bid and Auction Procedures are hereby approved and shall
22 apply in connection with the proposed sale of Assets.

23 A. **Bid Procedures.**

24 (1) Due Diligence. Shoes.com, Inc. and Onlineshoes.com Inc. (together,
25 “Sellers”), by and through the Receiver, have afforded and, except as
26 otherwise provided in these Bid and Auction Procedures, will continue to
afford potential purchasers due diligence access and information as may be

1 reasonably requested and, in their business judgment, as Sellers determine to
2 be reasonable and appropriate. Sellers will coordinate all reasonable requests
3 for additional information and due diligence access from potential purchasers.
4 Unless otherwise determined by Sellers in their discretion, the availability of
5 additional due diligence to a Qualified Bidder (defined below) will cease from
6 and after the Bid Deadline (defined below).

- 5 (2) Qualified Bid. A bid received by the Bid Deadline that meets the
6 requirements in Sections A and B of these Bid and Auction Procedures is
7 considered a “Qualified Bid.” A party submitting a Qualified Bid is a
8 “Qualified Bidder.” Sellers reserve the right to waive noncompliance with
9 any one or more of these requirements and deem any otherwise non-
10 qualifying bid to be a Qualified Bid. A Qualified Bid will be evaluated based
11 upon factors that include, but are not limited to, the following: (a) the
12 purported amount of the Qualified Bid; (b) the fair, net value to be provided to
13 the Sellers under the Qualified Bid; (c) the ability to close or the likelihood of
14 closing the proposed sale transaction without delay; and (d) any other factors
15 that the Sellers may deem relevant, in their sole discretion.
- 12 (3) Non-Qualified Bidders. Any potential bidder that is not designated as a
13 Qualified Bidder in accordance with the foregoing shall be disqualified from
14 further participation in the bidding process (“Non-Qualified Bidder”). A
15 Non-Qualified Bidder will not be permitted to conduct due diligence, make a
16 bid for some or all of the Assets under these Bid and Auction Procedures or
17 participate in the Auction (defined below).
- 16 (4) Purchase and Sale Agreement. A form of Asset Purchase and Sale Agreement
17 (“PSA” or “Purchase and Sale Agreement”) is attached to this Order and is
18 also available for download from the Receiver’s website:
19 <http://inverness.us/receivership-shoes-com-onlineshoes-com>. All bids must
20 include **both** (a) a marked up PSA, compared against the attached form PSA,
21 **and** (b) a clean, duly executed version of the PSA.
- 20 (5) Bid Deadlines.
- 21 (a) **Bid Deadline**: All bids must be submitted by **12:00 Noon Pacific**
22 **Time, on March 17, 2017 (the “Bid Deadline”).**
- 23 (b) **Method of Submitting a Bid**: A potential purchaser that desires to
24 make a Qualified Bid shall either (i) deliver written copies of its bid to
25 John L. Davidson, Oswego Group LLC, c/o Schwabe, Williamson &
26 Wyatt, PC, Attn: Alex Poust, 1211 SW Fifth Avenue, Suite 1500,
Portland, Oregon 97204 (FAX 503.796.2900) or (ii) e-mail an
electronic copy of its bid to both jdavidson@inverness.us and
apoust@schwabe.com.

1 **B. Bid Requirements.**

2 (1) Assets. Qualified Bidders may make a bid for all of the Assets or some subset
3 thereof. Sellers reserve the right, in their discretion, to consider bids for all of
4 the Assets or any combination of the Assets, but are not required to do so.

5 (2) Form and Content of Bid. A bid must include:

6 (a) a signed PSA from a Qualified Bidder stating that:

7 (i) The Qualified Bidder offers to purchase the Assets for cash.
8 The PSA must clearly delineate all components of the
9 proposed purchase price and whether any or all of the Assets
10 will be purchased subject to liens relating to assumed
11 obligations, if any;

12 (ii) The Qualified Bidder's offer is open and irrevocable through
13 the conclusion of the Sale Approval Hearing unless (A)
14 extended by agreement of the parties or the terms of these Bid
15 and Auction Procedures, or (B) the Qualified Bid is designated
16 a Back-Up Bid, which shall then remain open until twenty (20)
17 calendar days following the date that the Sale Approval Order
18 becomes a final, non-appealable order;

19 (iii) The Qualified Bidder's offer is not subject to any additional
20 due diligence, board approval or financing contingency and
21 does not contain any other material conditions to closing; and

22 (iv) If the Qualified Bidder's offer includes the assumption and
23 assignment of any unexpired leases or executory contracts
24 (each, an "Assumed Contract"), the PSA must identify which
25 Assumed Contract(s) the Qualified Bidder wishes to assume,
26 and that the Qualified Bidder shall be responsible for paying
 for any and all costs to cure such Assumed Contract at closing
 or pursuant to any agreement reached between the Qualified
 Bidder and the counterparty to the relevant Assumed Contract.

 (b) To the extent not previously provided to Seller, be accompanied by
 evidence satisfactory to Seller, in its sole discretion, that the purchaser
 is willing, authorized, capable and qualified financially, legally and
 otherwise, of unconditionally performing all obligations under its PSA
 in the event that it submits the Prevailing Bid (defined below) at the
 Auction.

1 (c) Identify the proponent of the Qualified Bid and an officer or
2 representative who is duly authorized in all respects to appear, act on
3 behalf of, and legally bind such proponent (an "Authorized
Representative").

4 (3) Required Good Faith Deposit. By the Bid Deadline, a Qualified Bidder must
5 deposit with the Receiver a good faith deposit (the "Good Faith Deposit") in
6 the amount of 10% of the cash component of its bid. The Good Faith Deposit
7 must be made by **either** (i) certified check, payable to "Oswego Group LLC,
8 Receiver", and delivered to Schwabe Williamson & Wyatt, PC, 1211 SW
Fifth Avenue, Suite 1500, Portland, Oregon 97204, Attn: Alex Poust, **or** (ii)
by wire transfer (wiring instructions are available upon request). The Good
Faith Deposit will be held by the Receiver subject to Section E (below).

9 (4) Rejection of Bid. Notwithstanding the foregoing, Sellers shall have authority
10 to reject any bid if such bid:

- 11 (a) is on terms that are materially more burdensome or conditional than
12 those set out in these Bid and Auction Procedures and the form PSA,
13 (b) requires any indemnification of such Qualified Bidder in its PSA,
14 (c) is not received by the Bid Deadline,
15 (d) includes a non-cash instrument or similar consideration,
16 (e) requires any regulatory or other approval that would delay the closing,
17 (f) contains any material conditions to closing (other than entry of the
18 Sale Approval Order in the Receivership Case).

19 If any bid is rejected, it will not be considered a Qualified Bid.

20 (5) Secured Creditors as Qualified Bidders: Credit Bids. Subject to the last
21 sentence of this Section B(5), secured creditors whose claims are either (i) not
22 disputed by the Receiver, or (ii) have been allowed by order of the Superior
23 Court prior to the start of the Auction, shall be entitled to participate in the
24 Auction and credit bid the amount of their allowed secured claims with
25 respect to the assets that secure such claims (a "Credit Bid"). Such a creditor
26 is a Qualified Bidder for purposes of these Bid and Auction Procedures.
Notwithstanding the foregoing, in order to participate in the Auction the
holder of such an allowed secured claim must deliver a letter to the Receiver
by the Bid Deadline stating the amount of its Credit Bid, and the particular
Assets that are the subject of the Credit Bid.

1 **C. Pre-Auction and Auction Procedures.**

2 (1) Bid Negotiations. Upon the receipt of Qualified Bids Sellers may, at their
3 discretion, negotiate with one or more Qualified Bidders regarding the terms
4 of the applicable Qualified Bids.

5 (2) Pre-Auction Notice of Highest and Best Bid(s).

6 (a) After the Bid Deadline passes the Sellers shall identify the prevailing
7 highest and best Qualified Bid(s) (each a "Highest Pre-Auction
8 Qualified Bid"). On or before March 24, 2017, the Receiver shall give
9 notice of the Highest Pre-Auction Qualified Bid(s) and whether there
10 will be an Auction (i) to all Qualified Bidders, and (ii) counsel for
11 Petitioner Wells Fargo Bank, NA.

12 (b) If more than one Qualified Bid is received for the same set of Assets,
13 then Sellers shall conduct an auction, as set out below (the "Auction").
14 If the Receiver receives only one Qualified Bid for a set of Assets then
15 the Receiver shall not hold an Auction, and such Qualified Bidder
16 shall be the Final Buyer for such set of Assets, and the Receiver shall
17 seek entry of a Sale Approval Order in accordance with these Bid and
18 Auction Procedures.

19 (3) Auction. The Auction, if any, will start on March 28, 2017, at 9:00 a.m.
20 Pacific time at the offices of Schwabe, Williamson & Wyatt, PC, 1420 Fifth
21 Avenue, Suite 3400, Seattle, Washington 98101, or at such other time and
22 location as may be designated by Sellers. The following procedures shall
23 apply to the conduct of the Auction:

24 (a) Qualified Participants. Unless otherwise ordered by the Superior
25 Court overseeing Sellers' receivership case (the "Receivership Case"),
26 for cause shown, only Qualified Bidders (and their counsel) are
27 eligible to attend and participate in the Auction (each a "Qualified
28 Participant"). Prior to the start of the Auction the Authorized
29 Representative of each Qualified Participant shall certify, in writing or
30 on the record, as follows:

31 (i) Each bid it makes at the Auction shall, if accepted by the
32 Receiver, constitute a binding and legally enforceable contract
33 of the bidder to timely close a purchase of the Assets according
34 to the terms of the bid in the event an order of the Court is
35 entered approving a sale based upon such bid.

36 (ii) No bids made, whether before or during the Auction, shall be

1 subject to any conditions or contingencies related to due
2 diligence, financing, or any other further approval other than
3 the Authorized Representative present at the Auction.

4 (iii) The Authorized Representative present for the Qualified
5 Participant at the Auction has the full power and authority to
6 act on behalf of and to legally bind the Qualified Participant
7 for any bids made, and any agreements entered into at or in
8 connection with the Auction.

9 (iv) Each Qualified Participant that participates in the Auction shall
10 authorize the Receiver to conditionally accept such bidder's
11 second-highest bid at the Auction as a back—up to the
12 Prevailing Bid, which shall become binding upon and
13 enforceable against such bidder in the event that the Prevailing
14 Bid is approved by the Court, but such Prevailing Bidder fails
15 or otherwise refuses to close its purchase of the Assets for any
16 reason other than a material failure of performance by the
17 Sellers.

18 (v) That the Qualified Participant has at all times proceeded in
19 good faith in submitting its bids, and has not engaged in any
20 collusion with any other person or bidder with respect to the
21 Auction and related proceedings.

22 (vi) Each Qualified Participant must disclose at or before the
23 Auction, (A) whether the bidder is bidding on its own behalf or
24 on behalf of others, or on behalf of itself and others, (B) if the
25 bidder is bidding other than on its own behalf, the identity of
26 each entity on whose behalf the bidder is acting, and
(C) whether the bidder is a party to any agreement limiting the
bidders at the auction.

(b) Only Qualified Participants, including through their counsel, shall be permitted to make any additional bids ("Subsequent Bids") at the Auction.

(c) All Qualified Participants that desire to participate in the Auction shall have their Authorized Representatives physically present for all bidding, each with the understanding that the true identity of each Qualified Participant shall be fully disclosed to all other Qualified Participants and that all material terms, including but not limited to the amount, of each bid will be fully disclosed to all other bidders throughout the entire Auction.

- 1
- 2 (4) The Receiver shall have reasonable discretion with respect to the conduct of
- 3 the Auction. Among other things, the Receiver may announce at the Auction
- 4 additional procedural rules that he determines to be reasonable under the
- 5 circumstances (e.g. the amount of time allotted to make subsequent
- 6 alternative bids) for conducting the Auction so long as such additional rules
- 7 are not materially inconsistent with these Bid and Auction Procedures and
- 8 the terms, deadlines, and intent of the Purchase and Sale Agreement(s).
- 9 (a) At the Auction, bidding shall begin with the Highest Pre-Auction
- 10 Qualified Bid(s). Any Subsequent Bids must be in increments to be
- 11 established by the Receiver at the Auction, and each such increment
- 12 must be payable in cash.
- 13 (b) The Auction, at the discretion of the Receiver, shall be recorded by
- 14 stenographer or other reliable means of preserving the record of the
- 15 Auction proceedings, and shall continue in one or more rounds of
- 16 "open cry," or publicly announced bidding and shall conclude after
- 17 each participating bidder has had the opportunity, within any time
- 18 period specified by the Receiver, to submit an additional Subsequent
- 19 Bid with full knowledge of the then-existing highest bid.
- 20 (c) For the purpose of evaluating the value of the consideration provided
- 21 by each Subsequent Bid, the value shall be the net consideration
- 22 payable to the Sellers.
- 23 (d) At the conclusion of the bidding, the Receiver shall announce his
- 24 determination (pursuant to the following paragraph) as to the bidder(s)
- 25 (the "Prevailing Bidder(s)") submitting the highest and best bid(s) (the
- 26 "Prevailing Bid(s)"), which shall be submitted to the Court for
- approval at the Sale Approval Hearing.
- (e) In determining the Prevailing Bid(s) to submit to the Court for approval, the Receiver, in his sole discretion and in consultation with his professionals, shall determine whether a Subsequent Bid constitutes a higher and better offer than the Pre-Auction Highest Bid. In making that determination, the Receiver may consider any and all factors associated with all Qualified Bids and Qualified Bidders, including but not limited to factors such as the likelihood and ability of the proposed buyer(s) to immediately consummate and close the proposed transactions, other timing issues, overall value of the Qualified Bids, and any other material factors.
- (f) If, following the entry of the Sale Approval Order approving a sale or

1 sales to the Successful Bidder(s), such Successful Bidder(s) fails or
2 otherwise refuses to consummate such sale, then the next highest or
3 best bid shall be deemed as the back-up bid (the "Back-Up Bid" and,
4 such bidder, the "Back-Up Bidder") and the Sellers will be obligated
5 to effectuate a sale to the Back-Up Bidder subject to the terms of the
6 Back-Up Bid without further order of the Court. The Back-Up Bid
7 shall remain open until twenty (20) calendar days following the date
8 that the Sale Approval Order becomes a final, non-appealable order.
9 All Qualified Bids (other than the Successful Bid and the Back-Up
10 Bid) shall be deemed rejected by the Receiver on and as of the date of
11 entry of the Sale Approval Order by the Court.

- 12 (5) The "Final Buyer(s)" shall be the party or parties that submit the Prevailing
13 Bid(s) at the Auction. No bids may be received after the announced
14 conclusion of the Auction.
- 15 (6) Prevailing Bid Notice. At the conclusion of the Auction, Sellers shall file
16 with the Superior Court and serve (via email on the parties to the Receivership
17 Case, persons who have filed a notice of appearance in the Receivership Case,
18 and parties to executory contracts or unexpired leases that are to be assumed
19 and assigned pursuant to the sale(s)) a notice identifying the Final Buyer(s),
20 and the amount and other material terms of the Prevailing Bid(s), if any (the
21 "Prevailing Bid Notice"). Sellers shall also include in the Prevailing Bid
22 Notice disclosure of the Back-Up Bids, as may be applicable. Such Back-Up
23 Bid(s) will be submitted for Court approval in case the Final Buyer(s) fails to
24 close. The Prevailing Bid Notice and Sale Approval Order will provide that,
25 if for any reason the Final Buyer(s) fails to consummate the transaction
26 contemplated by its Prevailing Bid, the Back-Up Bidder will automatically be
deemed to be a Final Buyer and will be obligated to consummate the
transaction proposed in its Back-Up Bid, without further notice or order of the
Superior Court. If no Prevailing Bids are generated, the Seller shall file a
notice with the Court indicating the inability to obtain a Prevailing Bid at the
Auction.

D. Superior Court Approval and Jurisdiction.

- (1) Sellers and the Final Buyer(s) shall each use their commercially reasonable
efforts, and shall cooperate, assist and consult with each other, to secure the
entry of an order (the "Sale Approval Order"), which is reasonably acceptable
to Sellers and the Final Buyer(s), of the Superior Court in the Receivership
Case (a) approving the applicable PSA, (b) authorizing the sale of the Assets
pursuant to RCW 7.60.260, free and clear of all liens, claims, interests and
encumbrances ("Liens"), (c) relieving the Final Buyer(s) of any claim of
successor liability, (d) authorizing the assumption and assignment of the
Assumed Contracts pursuant to RCW 7.60.130, and (e) other appropriate

1 relief. Sellers and the Final Buyer(s) shall consult with one another regarding
2 pleadings that either of them intends to file or positions either of them intends
3 to take, with the Superior Court in connection with, or that reasonably affect,
4 the Superior Court's entry of the Sale Approval Order. The Sale Approval
5 Order shall further provide that if for any reason a Final Buyer is unable or
6 unwilling to consummate an approved sale because of breach or failure,
7 without legal excuse, to perform on the part of the Final Buyer(s) (y) it will
8 forfeit its Good Faith Deposit to Sellers and Sellers may pursue any and all of
its options at law and in equity with respect to such breach, and (z) the
Qualified Bidder making the Back-Up Bid shall be deemed to be the Final
Buyer, the purchase price shall be the amount of such Back-Up Bid, and
Seller shall be authorized to effectuate the sale(s) without further notice or
order of the Superior Court.

9 (2) Sale Approval Hearing and Objection Deadline.

10 (a) A hearing to consider the proposed sale will take place on April 3,
11 2017, at 10:30 a.m., in the Superior Court for King County, Seattle,
12 Washington (or at another date and time established by the Superior
13 Court) (the "Sale Approval Hearing"). If any Final Buyer is selected
14 by Sellers, Sellers shall seek the entry of a Sale Approval Order from
15 the Superior Court at the Sale Approval Hearing, authorizing the
proposed sale to the Final Buyer(s) on terms and conditions
substantially consistent with and in accordance with these Bid and
Auction Procedures.

16 (b) Objection Deadline.

17 (i) Objections to approval of any proposed sale(s) and entry of the
18 Sale Approval Order(s) (including but not limited to any
19 objection based on any alleged irregularities in the conduct of
20 the Auction) must be both filed with the Court and served on
21 (A) Schwabe Williamson & Wyatt, PC, 1211 SW Fifth
22 Avenue, Suite 1500, Portland, Oregon 97204, Attn: Alex Poust
23 (email: apoust@schwabe.com); (B) Lane Powell, PC, 1420
24 Fifth Avenue, Suite 4100, Seattle, Washington 98101, Attn:
25 Greg Fox (email: foxg@lanepowell.com), (C) all Prevailing
26 Bidders and their counsel (if any), and (D) All other parties
who have filed a notice of appearance, by not later than 12:00
noon Pacific Time, on March 30, 2017.

(ii) The failure of any party to file and serve an objection as
provided herein shall be deemed the consent of such a party to
the granting of the Motion and the sale and transfer of the

1 Assets to the Final Buyer(s) (including the assumption and the
2 assignment of Assumed Contracts).

- 3 (3) Jurisdiction. All potential and Qualified Bidders are deemed to have
4 submitted to the jurisdiction of this Court with respect to all matters related to
5 their bids, the Motion, or the Auction.

6 **E. Return of Good Faith Deposit.**

7 The Good Faith Deposit, together with all interest accrued thereon, if any, shall be
8 returned to any bidder whose bid was not the Prevailing Bid or the Back-up Bid
9 within five (5) business days of the Auction. The Good Faith Deposit submitted by
10 the Final Buyer, together with all interest thereon, if any, shall be applied against the
11 payment of the purchase price, as defined in the relevant PSA, at the closing of the
12 sale to the Final Buyer. Upon closing of the Prevailing Bid, the deposit of the Back-
13 up Bid will be returned, or if the Final Buyer fails to consummate the Prevailing Bid
14 in accordance with the terms of the PSA, the Sellers will retain the Good Faith
15 Deposit of the Final Buyer as liquidated damages, and the Back-up Bidder will
16 become the Final Buyer.

17 **F. Executory Contracts and Unexpired Leases.**

- 18 (1) Information Available Upon Request. Upon request, Seller will provide on a
19 confidential basis to each counterparty to a proposed Assumed Contract or
20 executory contract (each, an "Assumed Contract Creditor") the identity of (a)
21 the relevant Qualified Bidder, and (b) the Seller's calculation of the cure
22 amount applicable to the relevant Assumed Contract to be assumed and
23 assigned pursuant to RCW 7.60.130 (the "Cure Amount").
- 24 (2) Treatment of Objections. If an objection is raised by an Assumed Contract
25 Creditor solely regarding the Cure Amount, and such dispute cannot be
26 resolved by the parties prior to the Sale Approval Hearing, Sellers may seek to
assume such Assumed Contract and assign it to the Final Buyer, provided that
both (a) the undisputed portion of the Cure Amount must be immediately paid
by the Final Buyer to the Assumed Contract Creditor upon assumption and
assignment, and (b) the disputed portion of the Cure Amount must
simultaneously be paid by the Final Buyer to Sellers. Sellers shall hold the
disputed portion of the Cure Amount pending resolution of the dispute by the
Superior Court or mutual consent of the parties. Upon resolution, the
previously disputed portion of the Cure Amount shall be distributed to the
Final Buyer and/or Assumed Contract Creditor in accordance with their
agreement or the order of the Superior Court.

1 3. As set forth in paragraphs 2(C)(4)(f) and 2(D)(1) above, the Sale Approval
2 Order shall seek, among other things, the following relief, (a) approval of the applicable
3 PSA's, (b) authority for the Sellers to sell the Assets pursuant to RCW 7.60.260, free and
4 clear of all Liens, (c) relief for the Final Buyer(s) from any claim of successor liability, (d)
5 authority for the Receiver to assume and assign Assumed Contracts pursuant to RCW
6 7.60.130, and (e) approval of the Back-Up Bid and the Back-Up Bidder.

7 4. As set forth in the Bid and Auction Procedures, the Sale Approval Hearing is
8 hereby scheduled for April 3, 2017, at 10:30 a.m. Pacific Time, in this Court.

9 5. As set forth above, objections, if any, to the relief requested by Receiver in
10 the Motion (other than changes to the proposed form of the Sale Approval Order filed by the
11 Receiver herein on February 28, 2017), including approval of any Prevailing Bid and Back-
12 Up Bid, sale of any or all of the Assets to the Final Buyer(s), or any proposed assumption
13 and assignment of executory contracts and unexpired leases, must be (a) made in writing; (b)
14 filed with this Court by **not later than 12:00 Noon Pacific Time on March 30, 2017 (the**
15 **"Objection Deadline"**); and (c) served so as to be received by the Objection Deadline by (i)
16 Schwabe Williamson & Wyatt, PC, 1211 SW Fifth Avenue, Suite 1500, Portland, Oregon
17 97204, Attn: Alex Poust (email: apoust@schwabe.com); (ii) Lane Powell, PC, 1420 Fifth
18 Avenue, Suite 4100, Seattle, Washington 98101, Attn: Greg Fox (Email:
19 foxg@lanepowell.com); (iii) all Prevailing Bidders and their counsel (if any); and (iv) All
20 other parties who have filed a notice of appearance. Any party filing an objection to the
21 Motion must attend the Sale Approval Hearing and advocate its objection at such hearing.
22 Service of any objection under this paragraph 5 to the above-listed counsel may be made
23 solely by e-mail using the addresses set forth above. Service of any response to an objection
24 served by e-mail may also be served solely by e-mail to the objecting party or its counsel.

1 6. Any objection not filed, served, and/or advocated in accordance with this
2 Order shall be deemed waived and be forever barred.

3 Dated this 8 day of March, 2017.

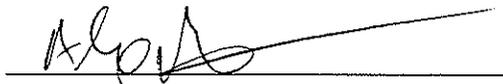
4
5 By: 

6 ~~COMMISSIONER~~

7 **Ken Schubert**

8 Presented by:

9 SCHWABE WILLIAMSON & WYATT, P.C.

10 

11 Alex Poust, WSBA #22660

12 Claire L. Rootjes, WSBA #42178

13 1211 SW 5th Avenue, Suite 1900

14 Portland, OR 97204

15 Telephone: (503) 222-9981

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21
22 7. The deadline under the February 2, 2017 stipulated Order
23 Appointing Receiver to file schedules pursuant to RCW 7.60.090
24 is hereby modified such that the schedules shall be
25 filed not later than March 27, 2017 at 9:00 a.m. PT.
26