



IT IS ORDERED as set forth below:

Date: February 5, 2026

**Jeffery W. Cavender
U.S. Bankruptcy Court Judge**

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:

Georgia ProtonCare Center, Inc.,¹

Debtor.

Chapter 11

Case No. 26-50882-JWC

**ORDER (I) APPROVING AUCTION SALE FORMAT AND BID PROCEDURES;
(II) APPROVING STALKING HORSE BIDDER AND BID PROTECTIONS;
(III) APPROVING NOTICES TO BE PROVIDED TO INTERESTED PARTIES;
(IV) SCHEDULING A COURT HEARING TO CONSIDER APPROVAL OF THE SALE
TO THE HIGHEST OR OTHERWISE BEST BIDDER; AND (V) APPROVING
PROCEDURES RELATED TO THE ASSUMPTION OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES**

On February 4, 2026, the Court heard the Debtor’s motion (the “**Motion**”) seeking entry of: (A) an order (this “**Sale Procedures Order**”) that: (i) approves procedures by which interested parties may submit letters of intent (“**LOIs**”) and bids (each, a “**Bid**”) to purchase substantially all, or any portion of, the Debtor’s assets (collectively, the “**Assets**”), including the assignment and

¹ The Debtor’s mailing address is 615 Peachtree St. NE, Atlanta, Georgia 30308. The last four digits of the Debtor’s federal tax identification number are 5208.

assumption of certain executory contracts and unexpired leases (the “**Assigned Contracts**”) and payment of related cure amounts (the “**Cure Amounts**”); (ii) authorizes the Debtor to designate Emory University, by and on behalf of Emory University Hospital Midtown as the stalking horse bidder (the “**Stalking Horse Bidder**”) and enter into the Asset Purchase Agreement attached as Exhibit A to the Motion (the “**Stalking Horse APA**”), which includes certain bid protections set forth below; (iii) establishes bidding and overbid procedures for submission of initial Bids and overbids to such initial Bids; (iv) provides that, if no LOI is received by the LOI Deadline (as defined below), the Debtor shall proceed directly to a sale hearing to seek approval of the Stalking Horse APA, or, if one or more LOI is received by the LOI Deadline and a Qualified Bid (other than from the Stalking Horse Bidder) is submitted, the Debtor shall conduct an auction (the “**Auction**”) to determine the highest or otherwise best Qualified Bid, followed by a sale hearing to approve the winning Bid; (v) sets notice procedures regarding the foregoing and the assumption and assignment of executory contracts and unexpired leases; and (B) following the sale hearing, entry of an order (the “**Sale Order**”) approving the sale of the Assets to the winning bidder, free and clear of liens, claims, and encumbrances.² All interested parties having been heard, or having had the opportunity to be heard, regarding entry of this Sale Procedures Order; and it appearing that due and appropriate notice of the Motion, this Sale Procedures Order, and the Bid and Sale Procedures having been given; and it appearing that no other notice of the relief granted by this Sale Procedures Order need be given; and this Court being fully advised in the premises; based upon the arguments, testimony, and evidence presented to the Court:

IT IS HEREBY FOUND, CONCLUDED, AND DETERMINED THAT:³

² Capitalized terms not otherwise defined in this Sale Procedures Order shall have the meanings ascribed to them in the Bid and Sale Procedures (as defined below), the Stalking Horse APA, or the Motion, as applicable.

³ The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of

A. Bid and Sale Procedures. The Debtor has articulated good and sufficient reasons for authorizing and approving the “**Bid and Sale Procedures**” that are more specifically set forth in Exhibit A attached hereto, which are fair, reasonable, and appropriate under the circumstances and designed to maximize the recovery on, and realizable value of, the Assets, as determined by the Debtor in a sound exercise of its business judgment.

B. Stalking Horse APA. The Bid and Sale Procedures and the Stalking Horse APA were negotiated at arm’s-length and in good faith by the Debtor and the Stalking Horse Bidder, without collusion. The Stalking Horse Bidder has provided a material benefit to the Debtor and its creditors by increasing the likelihood that, given the circumstances, the best possible price for the Assets will be received.

C. Stalking Horse Bidder. The Stalking Horse Bidder and its counsel and advisors have acted in “good faith” within the meaning of section 363(m) of the Bankruptcy Code in connection with the Stalking Horse Bidder’s negotiation of the Bid and Sale Procedures and the Stalking Horse APA.

D. Bid Protections. The agreement to provide the Bid Protections (as defined below), as set forth in the Stalking Horse APA, is: (1) commensurate to the real and substantial benefits conferred upon the Debtor’s estate by the Stalking Horse Bidder; (2) reasonable and appropriate in light of the size and nature of the proposed sale contemplated by the Stalking Horse APA, the commitments that have been made by the Stalking Horse Bidder, and the efforts that have been and will be expended by the Stalking Horse Bidder; and (3) necessary to induce the Stalking Horse Bidder to continue to pursue such sale and continue to be bound by the Stalking Horse APA. The Bid Protections are an essential inducement to, and condition of, the Stalking Horse Bidder’s entry

the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

into, and continuing obligations under, the Stalking Horse APA. Unless it is assured that the Bid Protections will be available, the Stalking Horse Bidder is unwilling to be bound to the terms of the Stalking Horse APA (including the obligation to maintain its committed offer in accordance with the terms of the Stalking Horse APA while such offer is subject to higher or otherwise better bids as contemplated by the Bid and Sale Procedures). The Stalking Horse Bidder has provided a material benefit to the Debtor and its creditors by providing a baseline value, thereby increasing the likelihood that the value of the Assets will be maximized through the Debtor's sale process.

E. The amount of the Bid Protections are (1) fair, reasonable and appropriate and designed to maximize value for the benefit of the Debtor's estate; and (2) an actual and necessary cost of preserving the Debtor's estate within the meanings of sections 503(b) and 507(a) of the Bankruptcy Code.

F. Sale Procedures Notice. The Sale Procedures Notice, substantially in the form attached hereto as **Exhibit B** is reasonably calculated to provide all interested parties with timely and proper notice of the proposed Sale, including: (i) the date, time, and place of the Auction (if one is held); (ii) the Bid and Sale Procedures and certain dates and deadlines related thereto; (iii) the objection deadline for the Sale and the date, time, and place of the Sale Hearing; (iv) reasonably specific identification of the Assets for sale; (v) instructions for promptly obtaining a copy of the Stalking Horse APA; (vi) representations describing the Sale as being free and clear of liens, claims, interests, and other encumbrances, with all such liens, claims, interests, and other encumbrances attaching with the same validity and priority to the sale proceeds except as otherwise provided in the Stalking Horse APA or other Winning Bidder's purchase agreement; and (vii) notice of the potential assumption and assignment of the Assigned Contracts to the Stalking Horse

Bidder (or to another Winning Bidder(s) arising from the Auction, if any) and the right, procedures, and deadlines for objecting thereto, and no other or further notice of the Sale shall be required.

G. Auction. The Auction, if held, is necessary to determine whether any entity other than the Stalking Horse Bidder is willing to enter into a definitive agreement on terms and conditions more favorable to the Debtor and its estate than the Stalking Horse APA.

H. Cure Notice. The Cure Notice, substantially in the form attached hereto as Exhibit C, is reasonably calculated to provide counterparties to the Assigned Contracts with proper notice of the potential assumption and assignment of their executory contracts and unexpired leases and any Cure Amount.

IT IS HEREBY ORDERED THAT,

1. The Motion is **GRANTED** and **APPROVED** for the purposes of establishing the Bid and Sale Procedures which are fully incorporated herein. The Court approves all of the terms and conditions contained in the Bid and Sale Procedures as being in the best interests of the estate, including, without limitation, the procedures for evaluating and bidding on the Assets, the treatment of assumption of leases and executory contracts, the terms and conditions of a possible auction with regard to the sale of the Assets, the selection of the Stalking Horse Bidder, the Bid Protections, and the process for the approval of the sale of the Assets.

2. The Debtor is authorized to, in the exercise of its reasonable business judgment, designate Emory University, by and on behalf of Emory University Hospital Midtown as the Stalking Horse Bidder and enter into the Stalking Horse APA for the sale of the Assets. The Stalking Horse Bidder shall be deemed a Qualified Bidder, and the bid of the Stalking Horse Bidder contemplated by the Stalking Horse APA (the “**Stalking Horse Bid**”) shall be deemed a Qualified Bid.

3. Subject to the terms of the Stalking Horse APA and contingent upon the Stalking Horse Bidder funding its Deposit (as defined therein) into escrow, in the event the Stalking Horse Bidder is not declared the Winning Bidder and the Debtor consummates an Alternative Transaction, the Debtor is authorized to pay to the Stalking Horse Bidder a fee in the amount of \$3,300,000 (the “**Break-Up Fee**”) plus all reasonable and documented out of pocket expenses incurred by the Stalking Horse Bidder in connection with the negotiation and performance of the Stalking Horse APA and the transaction contemplated thereby in an aggregate amount of up to \$1,100,000 (the “**Expense Reimbursement,**” together with the Break-Up Fee, the “**Bid Protections**”). No person or entity (other than the Stalking Horse Bidder) shall be entitled to any expense reimbursement, break-up fee, “topping,” termination, or other similar fee or payment in connection with any Sale, and by submitting a bid, such person or entity (other than the Stalking Horse Bidder) is deemed to have waived their right to request or to file with this Court any request for expense reimbursement or any fee of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

4. The Bid Protection provisions in the Stalking Horse APA and this Sale Procedures Order shall be binding on the Debtor, its successors and assigns, and shall survive the termination of the Stalking Horse APA to the extent provided therein, appointment of a chapter 11 trustee or similar fiduciary, and dismissal or conversion of the Chapter 11 Case. The Bid Protections shall be (a) entitled to administrative expense status under sections 503(b), 507(a)(2), and 507(b) of the Bankruptcy Code; and (b) payable in accordance with the terms set forth in the Stalking Horse APA.

5. There shall be two potential Sale Hearings depending on whether additional LOIs are received by the LOI Deadline:

- a. **Stalking Horse Sale Hearing.** If no LOI is received by the LOI Deadline, the Court shall hold a hearing on the Motion (the “**Stalking Horse Sale Hearing**”) on March 10, 2026 at 2:00 p.m. (prevailing Eastern Time) in Courtroom 1203, Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303. The Court will consider approval of the Stalking Horse APA and the sale of the Assets to the Stalking Horse Bidder at the Stalking Horse Sale Hearing. Notice of the Stalking Horse Sale Hearing, if applicable, shall be served promptly after the LOI Deadline on all parties on the Master Service List and any additional parties entitled to notice under applicable rules.
 - b. **Auction Sale Hearing.** If one or more LOIs are received by the LOI Deadline and a Qualified Bid is submitted by the Bid Deadline, an Auction will be conducted as set forth below if there are multiple Qualified Bids. Following the Auction, the Court shall hold a hearing on the Motion (the “**Auction Sale Hearing**”) on May 4, 2026 at 10:00 a.m. (prevailing Eastern Time) in Courtroom 1203, Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303. The Court will consider approval of the highest or best Qualified Bid determined at the Auction at the Auction Sale Hearing. Notice of the Auction Sale Hearing shall be served promptly after the Auction on all parties on the Master Service List and any additional parties entitled to notice under applicable rules.
6. Any objections to the Sale (other than an Assumption Objection or Post-Auction Objection defined below) must be filed with the Court and served on (i) proposed counsel for the Debtor, Polsinelli PC, 1201 West Peachtree Street NW., Suite 1100, Atlanta, Georgia, 30309, Attn:

David Gordon (dgordon@polsinelli.com) and Ashley Champion (achampion@polsinelli.com); (ii) the investment bankers for the Debtor, SOLIC Capital Advisors, LLC, 425 West New England Avenue, Suite 300, Orlando, Florida 32789, Attn: Matthew M. Caine (mcaine@soliccapi.com); (iii) counsel to the Bond Trustee, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111, Attn: Daniel S. Bleck (DSBleck@mintz.com) and Eric R. Blythe (ERBlythe@mintz.com); (iv) counsel for the Stalking Horse Bidder, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, Attn: David Hammerman (David.Hammerman@lw.com) and Jonathan J. Weichselbaum (jon.weichselbaum@lw.com); (v) counsel for the Creditors' Committee, if any; (vi) the Office of the United States Trustee for the Northern District of Georgia, 75 Ted Turner Drive, S.W., Room 362, Atlanta, Georgia, 30303 Attn: David S. Weidenbaum (david.s.weidenbaum@usdoj.gov) and Alan Hinderleider (alan.hinderleider@usdoj.com); and (vii) the Clerk of the Bankruptcy Court for the Northern District of Georgia, Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia, 30303 (collectively, the "**Objection Notice Parties**") by **February 25, 2026** at 4:00 p.m. (prevailing Eastern Time).

7. Any party or entity who fails to timely make an objection to the Sale on or before the Sale Objection Deadline shall be forever barred from asserting any objection to the Sale, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances, and other interests.

8. The deadline by which all objections to the manner of and conduct at the Auction and/or the identity/adequate assurance information of the Winning Bidder (other than the Stalking Horse Bidder) (a "**Post-Auction Objection**") is **April 24, 2026** at 4:00 p.m. (prevailing Eastern Time) (the "**Post-Auction Objection Deadline**"). All Post-Auction Objections must (a) be in

writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court and served so as to be actually received by the Objection Notice Parties no later than the Post-Auction Objection Deadline, and (d) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court.

9. Any party or entity who fails to timely make a Post-Auction Objection in accordance with the foregoing requirements on or before the Post-Auction Objection Deadline shall be forever barred from asserting any such objection to the Sale.

10. On or before two days after its entry, the Debtor shall serve a conformed copy of this Sale Procedures Order on the then most currently filed Master Service List and the Master Notice List and any additional party-in-interest requesting Notice under Rule 2002 of the Bankruptcy Rules of Procedure, and any party who expressed an interest in becoming a Potential or Qualified Bidder prior to the entry of this Sale Procedures Order. Any party that has not received a copy of the Motion or this Sale Procedures Order that wishes to obtain a copy of the Motion or this Sale Procedures Order, including all exhibits thereto, may make such a request in writing to proposed counsel for the Debtor, Polsinelli PC, 1201 West Peachtree Street NW., Suite 1100, Atlanta, Georgia, 30309, Attn: David Gordon (dgordon@polsinelli.com) and Ashley Champion (achampion@polsinelli.com).

11. The procedures set forth in the Bid and Sale Procedures regarding the assumption and assignment of the executory contracts and unexpired leased proposed to be assumed by the Debtor pursuant to section 365(b) of the Bankruptcy Code and assigned to the Stalking Horse Bidder or otherwise Winning Bidder(s), as applicable, pursuant to section 365(f) of the Bankruptcy Code in connection with the Sale (the “**Assumption and Assignment Procedures**”) are hereby approved in their entirety. Unless a counterparty to a potentially Assigned Contract files an

objection to the Cure Amount of its potentially Assigned Contract by the Assumption Objection Deadline, such counterparty will be (a) deemed to have consented to such Cure Amount and (b) forever barred and estopped from objecting to the Cure Amount.

12. Unless a counterparty to a potentially Assigned Contract files an objection to the proposed assumption and assignment of its potentially Assigned Contract by the Assumption Objection Deadline or, solely with respect to objections related to the identity of the Winning Bidder(s) (other than the Stalking Horse Bidder) or adequate assurance of future performance provided by the Winning Bidder(s) (other than the Stalking Horse Bidder), the Post-Auction Objection Deadline, as applicable, such counterparty shall be (a) deemed to have consented to (i) the assumption and assignment of such Assigned Contract and (ii) the related relief requested in the Motion and (b) forever barred and estopped from objecting to the assumption and assignment of the Assigned Contract, adequate assurance of future performance, the relief requested in the Motion, whether applicable law excuses such counterparty from accepting performance by, or rendering performance to, the Stalking Horse Bidder (or otherwise Winning Bidder(s)) for purposes of section 365(c)(1) of the Bankruptcy Code, and from asserting any additional cure or other amounts against the Debtor or the Stalking Horse Bidder (or otherwise Winning Bidder(s)) with respect to such party's Assigned Contract.

13. To the extent the automatic stay provisions of section 362 of the Bankruptcy Code would otherwise apply, such provisions are vacated and modified to the extent necessary to permit the parties to the Stalking Horse APA to exercise their termination rights thereunder in accordance with its terms, and deliver any notice contemplated thereunder, in each case, without further order of the Court.

14. The failure to include or reference a particular provision of the Bid and Sale Procedures specifically in this Sale Procedures Order shall not diminish or impair the effectiveness or enforceability of such a provision.

END OF DOCUMENT

Proposed Order submitted by:

/s/ David E. Gordon

David E. Gordon (GA Bar No. 111877)
Ashley D. Champion (GA Bar No. 423962)
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-and-

Christopher A. Ward (DE Bar No. 3877)
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skatona@polsinelli.com
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*Proposed Counsel to the Debtor and
Debtor in Possession*

Distribution List

Georgia ProtonCare Center, Inc.
c/o BDO Consulting Group, LLC,
600 Anton Blvd, Suite 500, Costa Mesa, CA 92626,
Attn: Darryl Myers

Polsinelli PC
1201 W. Peachtree St. NW
Atlanta, GA 30309
Attn: David E. Gordon and Ashley D. Champion

Polsinelli PC
222 Delaware Ave #1101
Wilmington, DE 19801
Attn: Shanti M. Katona, Christopher A. Ward, and Katherine M. Devanney

EXHIBIT A

Bid and Sale Procedures

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:

Georgia ProtonCare Center, Inc.,¹

Debtor.

Chapter 11

Case No. 26-50882-JWC

BID AND SALE PROCEDURES FOR THE SALE OF THE DEBTOR'S ASSETS

Pursuant to these Bid and Sale Procedures,² Georgia ProtonCare Center, Inc. (the “**Debtor**”) is offering interested parties the opportunity to pursue an acquisition of some or all of the Debtor’s assets (the “**Assets**”) pursuant to a sale process conducted under and in accordance with Section 363 of the Bankruptcy Code. The Debtor’s advisors shall oversee the marketing, bidding, and transaction process, in consultation with the Consultation Parties (as defined below).

In order to obtain the highest or otherwise best offer(s), the Debtor has designed a process by which (i) a Stalking Horse Bidder (as defined below) has been selected; and (ii) bidders may submit bids that are higher or better than the Stalking Horse Bid (as defined below) and thereafter participate at an Auction (as defined below). If one or more letters of intent (“**LOIs**”) are received by the LOI Deadline (as defined below), and additional higher or better bids (each a “**Qualified Bid**” as further defined below) are received by the Bid Deadline (as defined below), the Debtor will conduct an Auction (as defined below) to determine the highest or best Qualified Bid. If no LOIs are received by the LOI Deadline, the Debtor will proceed directly to the Stalking Horse Sale Hearing to seek approval of the sale of the Assets to the Stalking Horse Bidder pursuant to the Stalking Horse APA.

The following schedule and procedures shall apply to the marketing and sale of some or all of the Assets. The rights of potentially interested buyers, creditors, counterparties to executory contracts and unexpired leases, and other parties-in-interest could be affected by these Bid and Sale Procedures adopted herein and each party should read these carefully.

¹ The Debtor’s mailing address is 615 Peachtree St. NE, Atlanta, Georgia 30308. The last four digits of the Debtor’s federal tax identification number are 5208.

² Capitalized terms not otherwise defined in these Bid and Sale Procedures shall have the meanings ascribed to them in the *Order (I) Approving Auction Sale Format and Bidding Procedures; (II) Approving Stalking Horse Bidder and Bid Protections; (III) Approving Notices to be Provided to Interested Parties; (IV) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest or Otherwise Best Bidder; and (V) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases* [Docket No. ●] (the “**Sale Procedures Order**”).

Relevant Dates and Deadlines:³

Date	Event
February 6, 2026	Deadline for Debtor to serve: (i) the Sale Procedures Order, (ii) the Bid and Sale Procedures, (iii) Sale Notice, and (iv) Initial Cure Notice
February 25, 2026	Deadline to object to Initial Cure Notice regarding assumption of executory contracts and unexpired leases
February 25, 2026	Sale Objection Deadline
March 6, 2026	LOI Deadline
March 9, 2026	Deadline for Debtor to file and serve a notice stating whether one or more LOIs was received prior to the LOI Deadline
March 10, 2026 at 2:00 p.m.	Stalking Horse Sale Hearing (if no LOI is Received)
April 20, 2026	Bid Deadline
April 22, 2026	Auction (if needed)
April 23, 2026	Deadline for Debtor to file notice designating Winning Bidder (as defined below) and Back-Up Bidder (as defined below), if applicable
April 24, 2026	Post-Auction Objection Deadline
May 4, 2026 at 10:00 a.m.	Auction Sale Hearing (to approve Winning Bid and Back-Up Bidder, if applicable)

Participation Requirements and Initial Due Diligence

To receive due diligence information, including access to the Debtor’s electronic data room (the “**Data Room**”) and additional nonpublic information regarding the Debtor and the Assets, a potential bidder must deliver the following documents (collectively, the “**Preliminary Bid Documents**”) by email to the Debtor:

1. An executed confidentiality agreement in form and substance satisfactory to the Debtor; and
2. Provide the Debtor with the identity of the potential bidder, a list of contacts for such potential bidder, and sufficient information to reasonably determine that the potential bidder has or may reasonably obtain the financial and operational capacity to complete a transaction and comply with regulations.

Upon submission of its Preliminary Bid Documents, the submitting party shall hereinafter be defined as a “**Potential Bidder**.” Upon qualifying as a Potential Bidder, a party may receive due diligence information from the Debtor, including access to the Data Room and potentially other nonpublic information relating to the Debtor and the Assets.

³ The deadlines contained throughout these Bid and Sale Procedures, not just in this chart, are each equally enforceable in this Bankruptcy Case. This chart is provided for the convenience of the parties.

Each Potential Bidder shall comply with all reasonable requests for additional information by the Debtor or its advisors regarding such Potential Bidder and its contemplated transaction.

Stalking Horse Bidder

The Debtor has entered into an asset purchase agreement (the “**Stalking Horse APA**”) with Emory University, by and on behalf of Emory University Hospital Midtown (the “**Stalking Horse Bidder**”). For the avoidance of doubt, and notwithstanding anything herein to the contrary, the Stalking Horse Bidder is deemed a Qualified Bidder (as defined below) and the Stalking Horse APA is deemed a Qualified Bid (as defined below), in each case, for all purposes without any further action required by the Stalking Horse Bidder.

LOI Deadline and Requirements

Any Potential Bidder must submit its LOI to acquire some or all of the Assets so that it is actually received by the following parties no later than **March 6, 2026 at 5:00 p.m.** (prevailing Eastern Time): (i) proposed counsel for the Debtor, Polsinelli PC, 1201 West Peachtree Street NE., Suite 1100, Atlanta, Georgia, 30309, Attn: David Gordon (dgordon@polsinelli.com) and Ashley Champion (achampion@polsinelli.com), (ii) the proposed investment bankers for the Debtor, SOLIC Capital Advisors, LLC, 425 West New England Avenue, Suite 300, Orlando, Florida 32789, Attn: Matthew M. Caine (mcaine@solicapital.com) (“**SOLIC**”), and (iii) counsel to UMB Bank, N.A., in its capacity as bond trustee (the “**Bond Trustee**” and together with SOLIC, the “**Consultation Parties**”), Mintz, One Financial Center, Boston, Massachusetts, 02111, Attn: Daniel S. Bleck (DSBleck@mintz.com).

Each LOI must be in writing and include the following requirements, at a minimum:

1. A description of the acquirer;
2. The structure of the transaction,
3. The proposed purchase price, acquired assets, assumed liabilities and form of consideration;
4. A summary of any remaining due diligence and anticipated timeline for completion;
5. A description of the sources of capital (cash, debt and/or equity) intended to fund the transaction and post-transaction operations, along with sufficient information to reasonably determine the sources of capital will be available by the Bid Deadline and any related contingencies associated with obtaining such capital; and
6. Identification of any required internal, regulatory, or third-party approvals.

An LOI that satisfies each of the requirements noted above, as determined by the Debtor in its reasonable discretion and in consultation with the Consultation Parties, shall constitute a “**Qualified LOI.**”

The Debtor may request additional information, including to assess the bidder’s financial capability and ability to close before deeming an LOI a Qualified LOI. Submission of an LOI (including a Qualified LOI) does not constitute a Qualified Bid or entitle the submitter to participate in the Auction unless all requirements set forth in these Bid and Sale Procedures are satisfied.

Bid Deadline

The deadline for any Potential Bidder to submit a binding bid for some or all of the Debtor’s assets (each, a “**Bid**”), other than the Stalking Horse Bid, shall be **April 20, 2026 at 5:00 p.m.** (prevailing Eastern Time) (the “**Bid Deadline**”). Bids must be received by the Consultation Parties on or before the Bid Deadline.

Bid Requirements

To be eligible to participate in the Auction, each Bid and each Potential Bidder submitting a Bid must conform to the following requirements (collectively, the “**Bid Requirements**”):

1. The Bid shall propose a purchase price that is greater than or equal to \$5,400,000 plus the \$110,000,000 Purchase Price under the Stalking Horse APA (the “**Minimum Bid Amount**”);
2. Provide a clean, executed copy of the proposed asset purchase agreement, together with a ‘redline’ mark-up of the same against the Stalking Horse APA (the “**Modified APA**”);
3. Include a written statement that (i) there are no conditions precedent to the Potential Bidder’s ability to enter into the Modified APA or other definitive documents, including an express statement that there are no financing or diligence contingencies to the Bid, and that all necessary approvals (other than regulatory approvals) have been obtained prior to submission of the Bid, and (ii) the bid constitutes a binding and irrevocable offer, and shall remain binding and irrevocable until the approval of a Winning Bid (as defined below) by the Court; provided that if such Bid is designated as the Back-Up Bid (as defined below), then the Bid shall remain a binding and irrevocable offer for a period of sixty (60) days following entry of an order approving the Winning Bid;
4. Provide a copy of the draft Sale Order included in the Data Room (the “**Draft Sale Order**”) marked to reflect any amendments and modifications;
5. Disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid, and the complete terms of any such participation;

6. Disclose each Potential Bidder's affiliations (including, without limitation, any known connections between each Potential Bidder, Bid participants, and affiliates, on the one hand, and the Debtor and its affiliates, on the other hand);
7. Identify the Proposed Assumed Contracts (as defined below) the Potential Bidder anticipates assuming and a form transition services agreement, if applicable;
8. Provide the name and contact information of members of the Potential Bidder who will be available to answer any questions regarding the Bid, including the names of and contact information for such Potential Bidder's advisors and related parties;
9. Deliver a good-faith deposit by wire transfer of immediately available funds in an amount equal to four percent (4%) of the proposed purchase price (a "**Deposit**");
10. Provide satisfactory written evidence of available funds or financing sufficient to consummate the transaction;
11. Identify each regulatory and third-party approval required for the Potential Bidder to consummate the transaction, and the time period within which the Potential Bidder expects to receive such regulatory and third-party approvals;
12. Represent and warrant that the Potential Bidder has had an opportunity to conduct any and all due diligence regarding the Debtor's business and the Assets prior to submitting its Bid and a statement that the Potential Bidder has relied solely upon its own independent review, investigation, and/or inspection of the Assets and of any relevant documentation in making its Bid, and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtor's business or the Assets, or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in such Potential Bidder's Modified APA, as and when ultimately accepted and executed by the Debtor;
13. Submit to the jurisdiction of the United States Bankruptcy Court for the Northern District of Georgia (the "**Bankruptcy Court**") to enter an order or orders, which shall be binding in all respects, in any way related to the Debtor, these Bid and Sale Procedures, or the Auction; and
14. Disclaim any right to receive a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation. For the avoidance of doubt, no Qualified Bidder (other than the Stalking Horse Bidder) will be permitted to request, nor will the Debtor be permitted to grant, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation. By submitting its Bid, each Potential Bidder (other than the Stalking Horse Bidder) agrees to refrain from and expressly waives any assertion or request for reimbursement on any basis, including pursuant to Section 503(b) of the Bankruptcy Code.

The Debtor, following consultation with the Consultation Parties, shall determine whether Bids meet the Bid Requirements set forth above. The Debtor reserves the right to request additional information from any Potential Bidder in connection with its Bid.

Qualified Bids and Qualified Bidders

A Bid that satisfies each of the Bid Requirements noted above, as determined by the Debtor in its reasonable discretion and in consultation with the Consultation Parties, shall constitute a “**Qualified Bid**,” the Potential Bidder submitting such Bid will be deemed a “**Qualified Bidder**,” and the Modified APA that each Qualified Bidder submits shall be termed a “**Qualified APA**.” The Stalking Horse Bidder shall be deemed a Qualified Bidder, the Stalking Horse Bid a Qualified Bid, and the Stalking Horse APA a Qualified APA.

Notwithstanding the foregoing, the Debtor reserves the right to, following consultation with the Consultation Parties, waive non-compliance with any one or more of the Bid Requirements and to deem an otherwise non-Qualified Bid to be a Qualified Bid if the Debtor determines, in its business judgment, that such waiver is consistent with its fiduciary duties.

Prior to, or immediately before the commencement of any Auction, the Debtor shall file and serve on each Potential Bidder a notice indicating the identity of all Qualified Bidders, and a copy of the Bid which is deemed to be the Opening Bid (as defined below) at the Auction.

Auction Participation and Procedures

If the Debtor receives at least one LOI by the LOI Deadline and, subsequently, more than one Qualified Bid (including the Stalking Horse Bid), the Debtor will conduct an auction (the “**Auction**”) at the offices of Debtor’s counsel or such other location as determined by the Debtor’s (including virtually) on **April 22, 2026 at 10:00 a.m.** (prevailing Eastern Time). The Auction shall be governed by the following procedures:

1. Only Qualified Bidders, in person or through duly-authorized representatives, may bid at the Auction, and every Qualified Bidder must have at least one (1) such duly-authorized representative with authority to bind the Qualified Bidder at the Auction.
2. Unless otherwise agreed by the Debtor, following consultation with the Consultation Parties, only Qualified Bidders, the Debtor, the Committee (including its members), if any, the Bond Trustee, those bondholders of the Debtor who are restricted from trading their bonds, and each of their respective legal and financial advisors shall be permitted to attend the Auction.
3. Prior to the commencement of the Auction, representatives of the Debtor and/or the Consultation Parties may have discussions with each Qualified Bidder with respect to the terms and conditions of its Qualified Bid, and the Debtor, with the consent of the Bond Trustee, will have selected a Qualified Bid (or Qualified Bids) to become the opening bid(s) at the Auction (one or more such bids, the “**Opening Bid**,” and such Qualified Bidder(s),

the “**Opening Bidder**”); provided that, for the avoidance of doubt, the purchase price represented by the Opening Bid shall be at least equal to the Minimum Bid Amount.

4. Bidding shall commence at the amount of the Opening Bid. The Opening Bid shall be announced by the Debtor at or before the commencement of the Auction. Other Qualified Bidders may then submit successive bids in increments of at least \$500,000 higher than the Opening Bid, and all subsequent bids must be at least \$500,000 higher than the previous bid. To the extent the Stalking Horse Bidder submits higher Bids, the Stalking Horse Bidder shall have the right (but not the obligation) to increase its Bid by credit bidding the amount of the Bid Protections.
5. Qualified Bidders shall have the right to submit additional Bids that include modifications to their Qualified APA at the Auction, consistent herewith, provided that any such modifications to the Qualified APA, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtor than any prior bid by such party (as determined by the Debtor, following consultation with the Consultation Parties).
6. Bidding will be transcribed by a certified court reporter employed by the Debtor to ensure an accurate recording of the bidding at the Auction.
7. Each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the proposed Sale and is not in violation of Section 363(n) of the Bankruptcy Code.
8. Absent irregularities in the conduct of the Auction, the Debtor will not consider any Potential Bids made after the Auction has closed.
9. Upon the conclusion of the Auction (if such Auction is conducted), the Debtor, in the exercise of its reasonable, good-faith business judgment and with the consent of the Consultation Parties, shall identify:
 - a. the highest or otherwise best Qualified Bid(s) submitted at the Auction (one or more such bids, the “**Winning Bid**,” and the party or parties that submitted such Winning Bid, the “**Winning Bidder**”); and
 - b. the next highest or otherwise best Qualified Bid(s) (one or much such bids, the “**Back-Up Bid**” and the party or parties submitting the Back-Up Bid, the “**Back-Up Bidder**”).
10. Each of the Winning Bidder and the Back-Up Bidder is required to execute a definitive Qualified Bid conformed to the provisions of the Winning Bid and the Back-Up Bid, as applicable, as soon as practicable but, in no event, later than the Sale Hearing. The definitive agreement executed by the (i) Winning Bidder shall be defined as the “**Winning Bid APA**,” and (ii) Back-Up Bidder shall be defined as the “**Back-Up Bid APA**.”

11. The Back-Up Bidder must keep the Back-Up Bid open and irrevocable until the earlier of (i) 5:00 p.m. (prevailing Eastern Time) on the date which is sixty (60) days after the entry of the Sale Order (the “**Outside Back-Up Date**”), or (ii) the date of closing of the Sale to the Winning Bidder.
12. The Debtor shall file a notice designating the Winning Bidder on or before **April 23, 2026** (prevailing Eastern Time).
13. The deadline by which all objections to the manner of and conduct at the Auction and/or the identity/adequate assurance information of the Winning Bidder (other than the Stalking Horse Bidder) (a “**Post-Auction Objection**”) is **April 24, 2026 at 4:00 p.m.** (prevailing Eastern Time) (the “**Post-Auction Objection Deadline**”). All Post-Auction Objections must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court and served so as to be actually received no later than the Post-Auction Objection Deadline, and (d) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court.
14. Within two (2) business days after the conclusion of the Auction, the Winning Bidder and the Back-Up Bidder shall each deposit with the Debtor an additional amount in cash such that, when combined with their existing Deposit, each such bidder’s aggregate Deposit equals four percent (4%) of the Purchase Price reflected in the final Bid of the Winning Bidder and of the Back-Up Bidder, respectively (such additional amounts shall be included in the definition of such parties’ Deposit).
15. If an Auction is held, the Debtor shall be deemed to have accepted a Qualified Bid as the winner of the Auction (conditioned upon approval by the Bankruptcy Court) only when (i) such Qualified Bid is declared the Winning Bid; (ii) definitive documentation has been executed in respect thereof; and (iii) any additional Deposit required as a result of a bid submitted at the Auction has been funded into escrow. Such acceptance is also conditioned upon approval by the Bankruptcy Court of the Winning Bid and (if applicable) the Back-Up Bid.
16. The Deposits of any Qualified Bidders other than the Winning Bidder and the Back-Up Bidder will be returned within two (2) business days after the conclusion of the Sale Hearing; provided, that, the Deposit of the Back-Up Bidder shall be returned to the Back-Up Bidder at the earlier of (i) the closing of the Sale to the Winning Bidder, and (ii) thirty (30) days after entry of the Sale Order, unless the Back-Up Bidder has become the Winning Bidder.

Credit Bidding by the Bond Trustee

Notwithstanding anything herein to the contrary, the Bond Trustee reserves its right to submit a credit bid for the Assets pursuant to Section 363(k) of the Bankruptcy Code at any time prior to or during the Auction. If and when the Bond Trustee submits a credit bid, the Bond Trustee shall be deemed a Qualified Bidder and its credit bid will be deemed a Qualified Bid in all respects. In the event that the Bond Trustee submits a credit bid, it shall immediately no longer have any

consultation or related information rights otherwise set forth herein and shall no longer be a “**Consultation Party**” as defined herein.

Assumption and Assignment of Executory Contracts and Unexpired Leases

1. On or before **February 6, 2026**, the Debtor shall file with the Bankruptcy Court and serve a notice (the “**Initial Cure Notice**”), together with a copy of these Bid and Sale Procedures, by mail upon each counterparty to any executory contract or unexpired lease that may be assumed and assigned (each, a “**Proposed Assumed Contract**”). Any counterparty identified after the Initial Cure Notice is filed shall receive a subsequent Cure Notice in accordance with these procedures.
2. Each Cure Notice shall state: (a) the date, time, and place of the Sale Hearing; (b) the amount that the Debtor believes is necessary to cure any defaults under the Proposed Assumed Contract (the “**Cure Amount**”); and (c) the applicable deadlines for objections.
3. Any counterparty objecting to (i) the proposed assumption and assignment of its contract or lease, (ii) the Cure Amount, or (iii) any other aspect of the proposed treatment of its contract or lease (including non-assignability under applicable law) must file and serve an objection (an “**Assumption Objection**”) by **February 25, 2026** for the Initial Cure Notice, or, for any subsequently filed Cure Notice, fourteen (14) days following service of such subsequent Cure Notice (each, an “**Assumption Objection Deadline**”). Disputed Cure Amounts, if not resolved by the parties, will be resolved by the Bankruptcy Court at the applicable Sale Hearing.
4. If a contract or lease is assumed and assigned pursuant to Court order, and no Assumption Objection is timely filed, the counterparty shall receive the Cure Amount set forth in the Cure Notice at Closing or as soon as reasonably practicable thereafter. Any Assumption Objection must specify the basis for the objection, including any alleged default, the correct Cure Amount, and any reason why assumption and assignment is not permitted.
5. Any counterparty may object solely to the Winning Bidder’s ability to provide adequate assurance of future performance under Section 365(b) of the Bankruptcy Code. Such objection must be filed and served by **February 25, 2026**, with respect to the Stalking Horse Bidder, or, if an Auction occurs, by the Post-Auction Objection Deadline. Adequate assurance objections shall be limited to the financial and operational ability of the proposed assignee to perform under the contract or lease. The Winning Bidder shall be responsible for satisfying all adequate assurance requirements under Section 365(b). Failure to provide adequate assurance shall not relieve the Winning Bidder of its obligations under the Winning Bid APA.

The inclusion of any contract or lease on a Cure Notice shall not constitute an admission by the Debtor that such contract or lease is executory or unexpired under the Bankruptcy Code, and all rights are reserved. Upon assumption and assignment, the Debtor and its estate shall be relieved of all liability accruing after assignment pursuant to Section 365(k) of the Bankruptcy Code.

Reservation of Rights

Subject to the terms of the Stalking Horse APA, the Debtor, in consultation with the Consultation Parties, reserves its rights to: (i) modify these Bid and Sale Procedures in any manner that will best promote the goals of the bidding process and to impose, at or prior to the Auction, additional or different customary terms and conditions, including, without limitation, (x) modifying the requirements for a Qualified Bid or (y) concluding the Auction with a final, sealed bid among Qualified Bidders; (ii) extend the deadlines set forth in these Bid and Sale Procedures; (iii) adjourn the Auction at or prior to the Auction and/or adjourn any related hearing prior to such hearing or in open court without further notice; and (iv) reject any or all Qualified Bids if the Debtor determines, in its reasonable, good-faith, business judgment, that such Qualified Bid is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code or any related rules or the terms set forth herein, or (c) contrary to the best interests of the Debtor. Notwithstanding the foregoing, the Debtor may not (i) modify the consultation or consent rights of the Bond Trustee or (ii) abridge the rights of the Bond Trustee to credit bid.

EXHIBIT B
Sale Procedures Notice

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:

Georgia ProtonCare Center, Inc.,¹

Debtor.

Chapter 11

Case No. 26-50882-JWC

**NOTICE OF BID AND SALE PROCEDURES, LOI DEADLINE,
AUCTION, HEARING AND DEADLINES RELATING
TO THE SALE OF THE DEBTOR'S ASSETS**

PLEASE TAKE NOTICE that on January 22, 2026, the above-captioned debtor and debtor in possession (the “**Debtor**”) in the above-captioned case (the “**Bankruptcy Case**”), filed the *Debtor’s Motion for Entry of (I) Order (A) Approving Auction Sale Format and Bid and Sale Procedures; (B) Approving Stalking Horse Bidder and Bid Protections; (C) Approving Notices to be Provided to Interested Parties; (D) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest or Otherwise Best Bidder; and (E) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases and (II) Order (A) Authorizing and Approving (I) The Sale of Substantially All of the Debtor’s Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests; and (II) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith; and (B) Granting Related Relief* [Docket No. 17] (the “**Sale Procedures Motion**”).² The Debtor seeks to complete one or more sale(s) of their assets (the “**Assets**”) to either the Stalking Horse Bidder or a prevailing bidder or bidders (the “**Winning Bidder**”) at an auction (the “**Auction**”) free and clear of all liens, claims, encumbrances and other interests pursuant to Bankruptcy Code section 363.

PLEASE TAKE FURTHER NOTICE that, on February __, 2026, the Bankruptcy Court entered an order [Docket No. ●] (the “**Sale Procedures Order**”) approving the Bid and Sale Procedures set forth in the Sale Procedures Motion (the “**Bid and Sale Procedures**”), which set the key dates and times related to the sale of the Assets. **All interested bidders should carefully read the Bid and Sale Procedures.** To the extent there are any inconsistencies between the Bid and Sale Procedures and the summary description of its terms and conditions contained in this notice, the terms of the Bid and Sale Procedures shall control.

PLEASE TAKE FURTHER NOTICE that the Debtor has designed a process by which (i) a Stalking Horse Bidder has been selected; and (ii) bidders may submit bids that are higher or otherwise better than the Stalking Horse Bid and thereafter participate at the Auction. If one or

¹ The Debtor’s mailing address is 615 Peachtree St. NE, Atlanta, Georgia 30308. The last four digits of the Debtor’s federal tax identification number are 5208.

² Capitalized terms not otherwise defined herein shall have the meanings set forth in the Sale Procedures Motion.

more letters of intent (“**LOIs**”) are received by **March 6, 2026** (the “**LOI Deadline**”), and additional higher or otherwise better bids (each a “**Qualified Bid**” as further defined in the Bid and Sale Procedures) are received by the Bid Deadline (as defined below), the Debtor will conduct an Auction to determine the highest or otherwise best Qualified Bid. If no LOIs are received by the LOI Deadline, the Debtor will proceed directly to the Stalking Horse Sale Hearing (defined below) to seek approval of the Stalking Horse APA.

PLEASE TAKE FURTHER NOTICE that any party potentially interested in bidding for substantially all, or any portion of, the Assets must submit a LOI no later than the LOI Deadline. All LOIs must comply with the LOI Requirements set forth in the Bid and Sale Procedures and be sent to the following at or before the LOI Deadline: (i) proposed counsel for the Debtor, Polsinelli PC, 1201 West Peachtree Street NW., Suite 1100, Atlanta, Georgia, 30309, Attn: David Gordon (dgordon@polsinelli.com) and Ashley Champion (achampion@polsinelli.com), (ii) the proposed investment bankers for the Debtor, SOLIC Capital Advisors, LLC, 425 West New England Avenue, Suite 300, Orlando, Florida 32789, Attn: Matthew M. Caine (mcaine@soliccapi.com), and (iii) counsel for the Bond Trustee, Mintz, One Financial Center, Boston, Massachusetts, 02111, Attn: Daniel S. Bleck (DSBleck@mintz.com).

PLEASE TAKE FURTHER NOTICE that, if a Qualified LOI is received, Qualified Bids must be received by the following parties on or before **April 20, 2026, at 5:00 p.m. (prevailing Eastern Time)** or such later date as may be agreed to by the Debtor (the “**Bid Deadline**”): (i) proposed counsel for the Debtor, Polsinelli PC, 1201 West Peachtree Street NW., Suite 1100, Atlanta, Georgia, 30309, Attn: David Gordon (dgordon@polsinelli.com) and Ashley Champion (achampion@polsinelli.com), (ii) the proposed investment bankers for the Debtor, SOLIC Capital Advisors, LLC, 425 West New England Avenue, Suite 300, Orlando, Florida 32789, Attn: Matthew M. Caine (mcaine@soliccapi.com), and (iii) counsel for the Bond Trustee, Mintz, One Financial Center, Boston, Massachusetts, 02111, Attn: Daniel S. Bleck (DSBleck@mintz.com).

PLEASE TAKE FURTHER NOTICE that, if no LOI is received by the LOI Deadline, the Court shall hold a hearing on the Sale Procedures Motion (the “**Stalking Horse Sale Hearing**”) on March 10, 2026 at 2:00 p.m. (prevailing Eastern Time) in Courtroom 1203, Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303 or at such time thereafter as counsel may be heard or at such other time as the Bankruptcy Court may determine. The Stalking Horse Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Stalking Horse Sale Hearing or on the agenda for such Sale Hearing. The Court will consider approval of the Stalking Horse APA at the Stalking Horse Sale Hearing.

Any objections to the Sale (other than an Assumption Objection or Post-Auction Objection, each as defined below) must be filed with the Court and served on the following no later than **4:00 p.m. (prevailing Eastern Time) on February 25, 2026**: (i) proposed counsel for the Debtor, Polsinelli PC, 1201 West Peachtree Street NW., Suite 1100, Atlanta, Georgia, 30309, Attn: David Gordon (dgordon@polsinelli.com) and Ashley Champion (achampion@polsinelli.com); (ii) the proposed investment bankers for the Debtor, SOLIC Capital Advisors, LLC, 425 West New England Avenue, Suite 300, Orlando, Florida 32789, Attn: Matthew M. Caine (mcaine@soliccapi.com); (iii) counsel to the Bond Trustee, Mintz, Levin, Cohn, Ferris, Glovsky

and Popeo, P.C., One Financial Center, Boston, MA 02111, Attn: Daniel S. Bleck (DSBleck@mintz.com) and Eric R. Blythe (ERBlythe@mintz.com); (iv) counsel for the Stalking Horse Bidder, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, Attn: David Hammerman (David.Hammerman@lw.com) and Jonathan J. Weichselbaum (jon.weichselbaum@lw.com); (v) counsel for the Creditors' Committee, if any; (vi) the Office of the United States Trustee for the Northern District of Georgia, 75 Ted Turner Drive, S.W., Room 362, Atlanta, Georgia, 30303 Attn: David S. Weidenbaum (david.s.weidenbaum@usdoj.gov) and Alan Hinderleider (alan.hinderleider@usdoj.com); and (vii) the Clerk of the Bankruptcy Court for the Northern District of Georgia, Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia, 30303 (collectively, the "**Objection Notice Parties**").

PLEASE TAKE FURTHER NOTICE that, if one or more LOIs are received by the LOI Deadline and a Qualified Bid is submitted by the Bid Deadline (other than the Stalking Horse APA), an Auction will be conducted on **April 22, 2026, at 10:00 a.m. (prevailing Eastern Time)** at Polsinelli PC, 1201 West Peachtree Street NW., Suite 1100, Atlanta, Georgia, 30309, or at such other place, date and time as may be designated by the Debtor; provided, however, the Debtor reserves the right to permit Qualified Bidders to attend the Auction virtually in which case the Debtor shall provide virtual access information to Qualified Bidders who request it. Following the Auction, the Court shall hold a hearing on the Sale Procedures Motion (the "**Auction Sale Hearing**") and together with the Stalking Horse Sale Hearing, each a "**Sale Hearing**") on May 4, 2026 at 10:00 a.m. (prevailing Eastern Time) in Courtroom 1203, Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303 or at such time thereafter as counsel may be heard or at such other time as the Bankruptcy Court may determine. The Auction Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Auction Sale Hearing or on the agenda for such Sale Hearing.

The Court will consider approval of the highest or otherwise best Qualified Bid determined at the Auction at the Auction Sale Hearing. The deadline by which all objections to the manner of and conduct at the Auction and/or the identity/adequate assurance information of the Winning Bidder (other than the Stalking Horse Bidder) (a "**Post-Auction Objection**") is **April 24, 2026** at 4:00 p.m. (prevailing Eastern Time) (the "**Post-Auction Objection Deadline**"). All Post-Auction Objections must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court and served so as to be actually received by the Objection Notice Parties no later than the Post-Auction Objection Deadline, and (d) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bid and Sale Procedures, the Debtor has designated certain Assigned Contracts that may be assumed or assumed and assigned to the Stalking Horse Bidder or other Winning Bidder in connection with the Sale. By **February 6, 2026**, the Debtor shall send a notice to each counterparty to an Assigned Contract setting forth the Debtor's calculation of the cure amount, if any, that would be owing to such counterparty if the Debtor decided to assume or assume and assign such Assigned Contract, and alerting such nondebtor party that their contract may be assumed and assigned to the Stalking Horse Bidder or other Winning Bidder (the "**Cure Notice**").

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Bid and Sale Procedures, any counterparty that objects to the cure amount set forth in the Cure Notice or the possible assignment of their Assigned Contract(s) must file with the Bankruptcy Court and serve an objection (an “**Assumption Objection**”) so it is actually received on or before **4:00 p.m. prevailing Eastern Time on February 25, 2026**, by the Objection Notice Parties. Where a counterparty to an Assigned Contract files a timely Assumption Objection asserting a higher cure amount than the amount listed in the Cure Notice, or an objection to the possible assignment of that counterparty’s Assigned Contract, and the parties are unable to consensually resolve the dispute, the amount to be paid under Bankruptcy Code section 365 (if any) or, as the case may be, the Debtor’s ability to assign the Assigned Contract to the Stalking Horse Bidder or other Winning Bidder will be determined at the applicable Sale Hearing.

PLEASE TAKE FURTHER NOTICE that the Debtor is seeking to waive the fourteen-day stay period under Bankruptcy Rules 6004(h) and 6006(d) in order for the Sale to close immediately upon entry of the Sale Order by the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that this notice is subject to the full terms and conditions of the Sale Procedures Order and the Bid and Sale Procedures, which shall control in the event of any conflict, and the Debtor encourages parties in interest to review such documents in their entirety. A copy of the Sale Procedures Motion, the Bid and Sale Procedures and the Sale Procedures Order may be obtained (i) by contacting proposed counsel for the Debtor, Polsinelli PC, 1201 West Peachtree Street NW., Suite 1100, Atlanta, Georgia, 30309, Attn: David Gordon (dgordon@polsinelli.com) and Ashley Champion (achampion@polsinelli.com), (ii) for free by accessing the website of the Debtor’s noticing agent, Epiq Corporate Restructuring, LLC, at <https://dm.epiq11.com/GeorgiaProton> or (iii) for a fee via PACER at <http://www.ganb.uscourts.gov>.

Dated: _____, 2026

Respectfully submitted,
POLSINELLI PC

/s/ Draft
David E. Gordon (GA Bar No. 111877)
Ashley D. Champion (GA Bar No. 423962)
1201 West Peachtree Street NW, Suite 1100
Atlanta, Georgia 30309
Telephone: (404) 253-6000
Facsimile: (404) 253-6060
dgordon@polsinelli.com
achampion@polsinelli.com

-and-

Christopher A. Ward (DE Bar No. 3877)
Shanti M. Katona (DE Bar No. 5352)
Katherine M. Devanney (DE Bar No. 6356)
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skatona@polsinelli.com
kdevanney@polsinelli.com

*Proposed Counsel to the Debtor and
Debtor in Possession*

EXHIBIT C
Cure Notice

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:

Georgia ProtonCare Center, Inc.,¹

Debtor.

Chapter 11

Case No. 26-50882-JWC

**NOTICE TO COUNTERPARTIES TO POTENTIALLY ASSUMED
EXECUTORY CONTRACTS AND UNEXPIRED LEASES REGARDING CURE
AMOUNTS AND POSSIBLE ASSIGNMENT TO THE STALKING HORSE BIDDER OR
SUCH OTHER WINNING BIDDER AT AUCTION**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR
AFFILIATES MAY BE COUNTERPARTY TO ONE OR MORE EXECUTORY
CONTRACTS AND/OR UNEXPIRED LEASES WITH THE DEBTOR.²**

**PARTIES RECEIVING THIS NOTICE SHOULD (1) READ THIS NOTICE
CAREFULLY AS YOUR RIGHTS MAY BE AFFECTED BY THE TRANSACTIONS
DESCRIBED HEREIN AND (2) LOCATE THEIR NAME AND CONTRACT AND/OR
LEASE ON APPENDIX I HERETO**

PLEASE TAKE NOTICE that on January 22, 2026, the above-captioned debtor and debtor in possession (the “**Debtor**”) in the above-captioned case (the “**Bankruptcy Case**”), filed the *Debtor’s Motion for Entry of (I) Order (A) Approving Auction Sale Format and Bid and Sale Procedures; (B) Approving Stalking Horse Bidder and Bid Protections; (C) Approving Notices to be Provided to Interested Parties; (D) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest or Otherwise Best Bidder; and (E) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases and (II) Order (A) Authorizing and Approving (I) The Sale of Substantially All of the Debtor’s Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests; and (II) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith; and (B) Granting Related Relief* [Docket No. 17] (the “**Sale Procedures Motion**”)³ seeking authorization to complete one or more sale(s) of their assets (the “**Assets**”) to the Stalking Horse Bidder, or other winning

¹ The Debtor’s mailing address is 615 Peachtree St. NE, Atlanta, Georgia 30308. The last four digits of the Debtor’s federal tax identification number are 5208.

² This Notice is being sent to counterparties to executory contracts and unexpired leases. This Notice is not an admission by the Debtor that such contract or lease is executory or unexpired, and the Debtor reserves all rights. The Debtor specifically reserves the right to amend or supplement Appendix I, or remove any contract or lease appearing on Appendix I for any reason at any time. The inclusion of a lease or contract on Appendix I is not a guarantee that such lease or contract will be assumed and/or assigned.

³ Capitalized terms not otherwise defined herein shall have the meanings set forth in the Sale Procedures Motion.

bidder(s) (the “**Winning Bidder**”) at an auction free and clear of all liens, claims, encumbrances and other interests pursuant to Bankruptcy Code section 363 (the “**Auction**”).

PLEASE TAKE FURTHER NOTICE that, on February __, 2026, the Bankruptcy Court entered an order [Docket No. ●] (the “**Sale Procedures Order**”) approving the Bid and Sale Procedures set forth in the Sale Procedures Motion (the “**Bid and Sale Procedures**”), which set the key dates and times related to the sale of the Assets. To the extent there are any inconsistencies between the Bid and Sale Procedures and the summary description of its terms and conditions contained in this notice, the terms of the Bid and Sale Procedures shall control.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Sale Procedures Order, the Debtor may assume and assign the executory contract(s) and/or unexpired lease(s) to which you may be a counterparty to the Stalking Horse Bidder or such other Winning Bidder after the outcome of the Auction.

PLEASE TAKE FURTHER NOTICE that the Debtor has conducted a review of its books and records and has determined the cure amount for unpaid monetary obligations under such contract or lease is set forth in the right hand column on Appendix I (the “**Cure Amount**”). If you object to (a) the proposed assumption or disagree with the proposed Cure Amount or (b) object to the possible assignment of such executory contract(s) or unexpired lease(s) to the Stalking Horse Bidder or such other Winning Bidder, **you must file an objection with the Bankruptcy Court no later than February 25, 2026, at 4:00 p.m. (prevailing Eastern Time) (the “Objection Deadline”) and serve such objection on the following parties:**

(i) Proposed counsel for the Debtor, Polsinelli PC, 1201 West Peachtree Street NW., Suite 1100, Atlanta, Georgia, 30309, Attn: David Gordon (dgordon@polsinelli.com) and Ashley Champion (achampion@polsinelli.com);

(ii) the proposed investment bankers for the Debtor, SOLIC Capital Advisors, LLC, 425 West New England Avenue, Suite 300, Orlando, Florida 32789, Attn: Matthew M. Caine (mcaine@soliccapi.com);

(iii) counsel to the Bond Trustee, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111, Attn: Daniel S. Bleck (DSBleck@mintz.com) and Eric R. Blythe (ERBlythe@mintz.com);

(iv) counsel for the Stalking Horse Bidder, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, Attn: David Hammerman (David.Hammerman@lw.com) and Jonathan J. Weichselbaum (jon.weichselbaum@lw.com);

(v) counsel for the Creditors’ Committee, if any;

(vi) the Office of the United States Trustee for the Northern District of Georgia, 75 Ted Turner Drive, S.W., Room 362, Atlanta, Georgia, 30303 Attn: David S. Weidenbaum (david.s.weidenbaum@usdoj.gov) and Alan Hinderleider (alan.hinderleider@usdoj.com); and

(vii) the Clerk of the Bankruptcy Court for the Northern District of Georgia, Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia, 30303

PLEASE TAKE FURTHER NOTICE that if no objection to the Cure Amount or the assignment of your Executory Contract(s) or Unexpired Lease(s) to the Stalking Horse Bidder or Winning Bidder (as applicable) is filed by the Objection Deadline, **you will be (a) forever barred**

from objecting to the Cure Amount or provision of adequate assurance of future performance and from asserting any additional cure or other amounts with respect to your contract(s) or lease(s), and the Debtor and the Stalking Horse Bidder or the Winning Bidder (as applicable) shall be entitled to rely solely upon the Cure Amount, (b) deemed to have consented to the assumption or assumption and assignment, and (c) forever barred and estopped from asserting or claiming defaults exist, that conditions to assignment must be satisfied under such contract(s) and/or lease(s) or that there is any objection or defense to the assumption and assignment of such contract(s) and/or lease(s).

PLEASE TAKE FURTHER NOTICE that if you agree with the Cure Amount indicated on Appendix I and otherwise do not object to the Debtor's assumption or assumption and assignment of your contract(s) and/or lease(s), you need not take any further action.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Procedures Motion, the Bid and Sale Procedures, and the Sale Procedures Order, as well as all related exhibits, including the proposed Sale Order, are available: (i) by contacting proposed counsel for the Debtor, Polsinelli PC, 1201 West Peachtree Street NW., Suite 1100, Atlanta, Georgia, 30309, Attn: David Gordon (dgordon@polsinelli.com) and Ashley Champion (achampion@polsinelli.com), (ii) for free by accessing the website of the Debtor's noticing agent, Epiq Corporate Restructuring, LLC, at <https://dm.epiq11.com/GeorgiaProton> or (iii) for a fee via PACER at <http://www.ganb.uscourts.gov>.

Dated: _____, 2026

Respectfully submitted,
POLSINELLI PC

/s/ Draft
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-and-

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*Proposed Counsel to the Debtor and
Debtor in Possession*

APPENDIX I

No.	Counterparty Name and Address	Contract/Lease	Cure Amount