

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

In re:)	Chapter 11
)	
POWERWAVE TECHNOLOGIES, INC., ¹)	Case No. 13-10134 (MFW)
)	
Debtor.)	Re: Docket No. 134
)	

ORDER: (A) APPROVING BIDDING PROCEDURES IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL ASSETS OF THE DEBTOR AND/OR ENTRY INTO A PLAN SPONSOR AGREEMENT, (B) SCHEDULING AN AUCTION AND HEARING TO CONSIDER THE SALE OF ASSETS AND/OR ENTRY INTO A PLAN SPONSOR AGREEMENT AND (C) APPROVING THE FORM AND MANNER OF NOTICE THEREOF

Upon consideration of the motion (the "Motion")² of the above-captioned debtor and debtor in possession (the "Debtor" or "Powerwave"), pursuant to sections 105(a), 363, 365, 503, 506, 507 and 552 of title 11 of the United States Code (the "Bankruptcy Code"), as supplemented by rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), for entry of an order (this "Bidding Procedures Order"): (i) approving bidding procedures in connection with the sale of substantially all assets of the Debtor and/or entry into a plan sponsor agreement, (ii) scheduling an auction and a hearing to consider the sale of assets and/or entry into a plan sponsor agreement, (iii) approving the form and manner of notice thereof and (iv) granting related relief; the Court having determined that the relief provided herein is in the best interest of the Debtor, its estate, creditors and other parties in interest; and due and adequate notice of the Motion having been given under the circumstances; and upon the record

¹ The last four digits of the Debtor's federal tax identification number are 3423.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Motion.



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of the hearing on the Motion, and the full record of these cases; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby:

FOUND AND DETERMINED THAT:³

A. This Court has jurisdiction over the Motion and the transactions contemplated therein pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M) and (O). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. Good and sufficient notice of the Motion and the relief sought therein has been given under the circumstances, and no other or further notice is required except as set forth herein with respect to the Auction and Sale Hearing. A reasonable opportunity to object or be heard regarding the relief provided herein has been afforded to parties in interest.

C. The Debtor's proposed notice of the Bidding Procedures is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction (as defined in the Bidding Procedures), the sale of the Powerwave Assets, and the Bidding Procedures to be employed in connection therewith.

D. The Debtor has articulated good and sufficient business reasons for this Court to approve the Bidding Procedures, including: (i) the scheduling of a bid deadline, auction and sale hearing for the sale of the Powerwave Assets; and (ii) the establishment of procedures to fix the Cure Amounts to be paid under section 365 of the Bankruptcy Code in connection with the assumption, assignment and/or transfer of the Executory Contracts and Unexpired Leases.

E. The Bidding Procedures are reasonably designed to maximize the value to be achieved for the Powerwave Assets.

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when applicable. *See* Bankruptcy Rule 7052.

F. The entry of this Bidding Procedures Order is in the best interests of the Debtor, its estate, creditors, and other parties in interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted as set forth herein.
2. All objections to the Motion or the relief provided herein that have not been withdrawn, waived or settled, and all reservations of rights included therein, hereby are overruled and denied on the merits.
3. The Bidding Procedures, in substantially the form attached hereto as **Schedule 1**, are hereby incorporated herein and approved, and shall apply with respect to the sale of the Powerwave Assets. The Debtor is authorized to take all actions necessary or appropriate to implement the Bidding Procedures.
4. The Debtor may, without further order of the Court but upon notice to and with the consent of the Committee and Prepetition Agent, choose a stalking horse or lead bidder (a "Stalking Horse Bidder"), and provide the Stalking Horse Bidder with certain customary bid protections (the "Bid Protections") including a breakup fee and expense reimbursement, provided that, the aggregate of the breakup fee and expense reimbursement does not exceed four percent (4%) of the cash purchase price, exclusive of any value attributed to assumed liabilities, contracts or cure amounts, proposed by such Stalking Horse Bidder.
5. Any party that seeks to be designated as a Stalking Horse Bidder for all or any portion of the Powerwave Assets must (i) submit a definitive and binding agreement to purchase such assets (a "Stalking Horse Agreement") no later than **March 12, 2013 at 5:00 p.m.** prevailing Eastern time (the "Stalking Horse Bid Deadline") and (ii) otherwise satisfy the requirements of a Qualified Bidder as defined in the Bidding Procedures. The Stalking Horse

Bid Deadline may be extended by the Debtor with the consent of the Committee and the Prepetition Agent.

6. The Stalking Horse Agreement must contain sufficient information to allow the Debtor, the Committee and the Prepetition Agent to assess and value the offer contained in such agreement, including the purchase price, the Powerwave Assets to be purchased, any contingencies and the Bid Protections that the party submitting the Stalking Horse Agreement is seeking.

7. The Debtor, in consultation with the Committee and the Prepetition Agent, may designate one or more purchasers as Stalking Horse Bidders and upon such designation shall, provide written notice to the United States Trustee (the "Trustee"), the Prepetition Agent and the Committee, such notice designating any Stalking Horse Bidder(s), the terms of any Bid Protections to be provided such Stalking Horse Bidder(s) and the minimum required overbid that shall be required for any Potential Bidders to submit a Qualified Bid (the "Stalking Horse Bid Notice"). If either the Trustee, the Prepetition Agent or the Committee object to the Stalking Horse Bid Notice within three (3) business days of receipt thereof, then the Debtor may seek an expedited hearing on two (2) business days notice to the objecting party to consider approval of the Stalking Horse Bidder. If no objection is interposed by either the Trustee, the Prepetition Agent or the Committee within three (3) business days of receipt of the Stalking Horse Bid Notice, then the Debtor shall file a certification of counsel with the Court along with a proposed order approving the designation of the Stalking Horse Bidder and any Bid Protections, which certification of counsel shall disclose the proposed Stalking Horse Bidder's identity and further disclose any prior connections between the Stalking Horse Bidder and the Debtor or its estate.

8. As further described in the Bidding Procedures, the deadline for submitting Qualified Bids for the Powerwave Assets is **April 4, 2013, at 5:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline"). No bid shall be deemed to be a Qualified Bid (as defined in the Bidding Procedures) or otherwise considered for any purposes unless such bid meets the requirements set forth in the Bidding Procedures, provided, however, that the Debtor may, after consultation with the Committee and Prepetition Agent, waive one or more defects and cause a bid to be deemed a Qualified Bid.

9. The Debtor may sell the Powerwave Assets by conducting an Auction in accordance with the Bidding Procedures. If Qualified Bids are timely received by the Debtor in accordance with the Bidding Procedures, the Auction shall take place on **April 8, 2013, at 10:00 a.m. (prevailing Eastern Time)** at the offices of Proskauer Rose LLP, Eleven Times Square, New York, New York 10036-8299, or at such other place and time as the Debtor shall notify all Qualified Bidders and other invitees. If, however, no such Qualified Bid is received by the Bid Deadline, then the Auction will not be held.

10. Each Qualified Bidder participating at the Auction will be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale.

11. The Auction will be conducted openly.

12. Bidding at the Auction will be transcribed or videotaped.

13. The Sale Hearing shall be held before this Court on April 10, 2013, at 3:00 [p].m. (prevailing Eastern Time), or as soon thereafter as counsel and interested parties may be heard.

14. On or before three (3) business days after entry of the Bidding Procedures Order, or as soon thereafter as such parties can be identified, the Debtor will cause a notice in

substantially the form annexed hereto as **Schedule 2** (the “Notice of Auction and Sale Hearing”), and a copy of the Bidding Procedures Order, to be sent, by first-class mail, postage prepaid, to the following: (a) the Office of the United States Trustee; (b) counsel for the Committee; (c) counsel for the Prepetition Agent; (d) all taxing authorities and other governmental agencies having jurisdiction over any of the Powerwave Assets, including the Internal Revenue Service; (e) all parties that have requested or that are required to receive special notice pursuant to Bankruptcy Rule 2002; (f) all Persons known or reasonably believed to have asserted any lien, claim, encumbrance, right of first refusal or other Interest in or upon any of the Powerwave Assets; (g) the non-debtor parties to the Executory Contracts and Unexpired Leases and any parties who are known to claim interests therein; (h) all Persons known or reasonably believed to have expressed an interest in acquiring some or all of the Powerwave Assets within the last six months; (i) the Attorneys General in the States where the Powerwave Assets are located; and (j) the Securities and Exchange Commission.⁴ In addition to the foregoing, (a) electronic notification of this Motion, the Bidding Procedures Order and the Notice of Auction and Sale Hearing also will be posted on: (i) the Court’s electronic case filing (ECF) website, <http://ecf.deb.uscourts.gov>; and (ii) the case management website maintained by Kurtzman Carson Consultants LLC, noticing and claims agent for the Debtor.

15. On or before three (3) business days after entry of the Bidding Procedures Order, the Debtor will: (i) serve the Notice of Auction and Sale Hearing on all known creditors of the Debtor; and (ii) subject to applicable submission deadlines, publish the Notice of Auction and

⁴ The Notice of Auction and Sale Hearing will direct parties to contact the Debtor’s counsel for more information and will provide that any party in interest that wishes to obtain a copy of any related document, subject to any necessary confidentiality agreement, may make a request in writing as specified in the Notice of Auction and Sale Hearing.

Sale Hearing once in one or more publications as the Debtor deems appropriate, including but not limited to *The Wall Street Journal* (national edition).

16. In the event of a Sale Transaction, on or before March 27, 2013, the Debtor shall serve, by first class mail or hand delivery on all non-debtor parties to the Executory Contracts and Unexpired Leases and all parties entitled to notice under Bankruptcy Rule 2002, a notice of potential assumption, assignment and/or transfer of the Executory Contracts and Unexpired Leases in substantially the form annexed hereto as Schedule 3 (the "Notice of Assumption and Assignment"). The Notice of Assumption and Assignment shall identify the calculation of the cure amounts that the Debtor believes must be paid to cure all prepetition defaults under the Executory Contracts and Unexpired Leases (the "Cure Amounts"). If the Debtor identifies additional executory contracts or unexpired leases that might be assumed by the Debtor and assigned to the Successful Bidder or that were not set forth in the original Notice of Assumption and Assignment, the Debtor will promptly send a supplemental notice (a "Supplemental Notice of Assumption and Assignment") to the applicable counterparties to such additional executory contracts and unexpired leases.⁵

17. Unless the non-debtor party to an Executory Contract or Unexpired Lease files an objection (the "Cure Amount/Assignment Objection") to (a) its scheduled Cure Amount and/or (b) to the proposed assumption, assignment and/or transfer of such Executory Contract or Unexpired Lease by the later of (i) 4:00 p.m. (prevailing Eastern Time) on the date that is three (3) business days prior to the Bid Deadline or (ii) seven (7) days after service of the relevant

⁵ The inclusion of any contract or unexpired lease of nonresidential real property on any Notice of Assumption and Assignment or Supplemental Notice of Assumption and Assignment shall not be an admission by the Debtor or its estate that any such contract or unexpired lease of nonresidential real property so included is an executory contract. Nor shall the inclusion of any contract or unexpired lease of nonresidential real property on any Notice of Assumption and Assignment or Supplemental Notice of Assumption and Assignment constitute an admission of liability by the Debtor or its estate or effectuate the assumption or assignment of such contract or lease of nonresidential real property, absent entry of an order of the Court approving the assumption and/or assignment of such contract or lease of nonresidential real property in conjunction or as part of any Sale Order.

Supplemental Notice of Assumption and Assignment (such later date, the “Cure/Assignment Objection Deadline”) and serves a copy of the Cure Amount/Assignment Objection so as to be received no later than the Cure/Assignment Objection Deadline on the same day by (i) counsel for the Debtor, Proskauer Rose LLP, 70 West Madison Street, Suite 3800, Chicago, Illinois 60602, Attn: Mark K. Thomas and Peter J. Young; (ii) counsel for the Committee, Sidley Austin LLP, 787 7th Avenue, New York, New York 10019, Attn: Brian J. Lohan and Michael G. Burke; and (iii) counsel for the Prepetition Agent, Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, TX 75201, Attn: Martin A. Sosland and Joseph H. Smolinsky (collectively, the “Notice Parties”), then such non-debtor party should (i) be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts with respect to such Executory Contract and Unexpired Lease and the Debtor shall be entitled to rely solely upon the Cure Amount and (ii) if the Executory Contract or Unexpired Lease is identified as a Purchased Asset by the Successful Bidder and/or Back-Up Bidder, be deemed to have consented to the assumption, assignment and/or transfer of such Executory Contract and Unexpired Lease and shall be forever barred and estopped from asserting or claiming against the Debtor, the Successful Bidder or Back-Up Bidder or any other assignee of the relevant Executory Contract or Unexpired Lease that any additional amounts are due or defaults exist, or conditions to assumption, assignment and/or transfer must be satisfied, under such Executory Contract or Unexpired Lease. Notwithstanding the foregoing, as provided below, each non-debtor party shall retain the right to object to the assumption, assignment or transfer of its Executory Contract and Unexpired Lease, based solely on the issue of whether the Successful Bidder or Back-Up Bidder can provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code.

18. Any objection challenging a Cure Amount must set forth the cure amount being claimed by the objecting party (the "Claimed Cure Amount") and include appropriate documentation in support thereof. Upon receipt of a Cure Amount/Assignment Objection, the Debtor may resolve any Cure Amount/Assignment Objection by mutual agreement with the objecting counterparty to any Executory Contract or Unexpired Lease without further order of the Court. In the event that the Debtor and any objecting party is unable to consensually resolve any Cure Amount/Assignment Objection no later than three (3) business days prior to the Sale Hearing, the Debtor shall request that the Court resolve such Cure Amount/Assignment Objection at the Sale Hearing.

19. The Debtor, the Successful Bidder or the Back-Up Bidder, as the case may be, may determine to exclude any Executory Contract or Unexpired Lease from the list of Powerwave Assets if the Court determines at any hearing on a Cure Amount/Assignment Objection that the applicable cure amount for such contract is greater than the Cure Amount proposed by the Debtor, no later than five (5) business days following the Court's determination. The non-debtor party or parties to any such excluded contract or lease will be notified of such exclusion by written notice mailed within two (2) business days of such determination.

20. Within two (2) business days after the conclusion of the Auction for the Powerwave Assets, the Debtor will serve a notice identifying the Successful Bidder and Back-Up Bidder to the non-debtor parties to the Executory Contracts and Unexpired Leases that have been identified in such Successful Bid and Back-Up Bid. The non-debtor parties to the Executory Contracts and Unexpired Leases may object to the assumption, assignment and/or transfer of such Executory Contract and Unexpired Lease on or before 4:00 p.m. on the date that is the day prior to the Sale Hearing (the "Adequate Assurance Objection Deadline"), and such objections

shall be limited solely to the issue of whether the Successful Bidder can provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code.

21. In the event that the Successful Bidder enters into in Plan Sponsor Agreement, a list of Executory Contracts and Unexpired Leases proposed to be assumed will be included as an exhibit to the plan (which may be filed as a plan supplement) and the procedures for raising a Cure Amount/Assignment Objection shall be contained in such filing and served on the non-debtor parties to the relevant Executory Contracts and Unexpired Leases.

22. Objections to the sale of the Powerwave Assets or the relief requested in the Motion must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the clerk of the Bankruptcy Court for the District of Delaware, 824 N. Market St., Wilmington, DE 19801, on or before 5:00 p.m. (prevailing Eastern Time) five (5) days prior to the Sale Hearing, or such later date and time as the Debtor may agree; and (d) be served so as to be received no later than 5:00 p.m. (prevailing Eastern Time) on the same day upon the Notice Parties. All objections must state with specificity the nature of such objection and will be heard by the Court at the Sale Hearing.

23. The Notice of Auction and Sale Hearing and the Notice of Assumption, and Assignment to be issued in connection with the proposed sales of the Powerwave Assets, substantially in the forms annexed hereto as Schedule 2 and Schedule 3, respectively, are approved.

24. The Sale Hearing may be adjourned, from time to time, without further notice to creditors or other parties in interest by announcement of said adjournment in open Court.

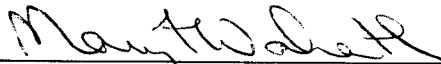
25. Except as otherwise provided in this Bidding Procedures Order, the Debtor further reserves the right (after consultation with the Committee and the Prepetition Agent) as it may

reasonably determine to be in the best interests of its estate, subject to conformity with the Bidding Procedures, to: (a) determine which bidders are Qualified Bidders; (b) determine which bids are Qualified Bids; (c) determine which Qualified Bid or combination of Qualified Bids is the highest or otherwise best proposal and which is the next highest or otherwise best proposal; (d) reject any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code, or (iii) contrary to the best interests of the Debtor and its estate; (e) remove all or a portion of the Powerwave Assets from the Sale; (f) waive terms and conditions set forth herein with respect to all potential bidders; (g) impose additional terms and conditions with respect to all potential bidders; (h) extend the deadlines set forth herein; (i) adjourn or cancel the Auction and/or Sale Hearing in open court without further notice; (j) modify the Bidding Procedures as the Debtor may determine to be in the best interest of its estate after consultation with the Committee and the Prepetition Agent; or (k) withdraw the Motion at any time prior to the Sale Hearing with or without prejudice.

26. The stays provided for in Bankruptcy Rules 6004(h) and 6006(d) are waived and Bidding Procedures Order shall be effective immediately upon its entry.

27. This Court shall retain jurisdiction over any matters related to or arising from the implementation of this Order.

Wilmington, Delaware
Date: March 4, 2013



Mary F. Walrath
United States Bankruptcy Judge

Schedule 1 (to Bidding Procedures Order)

[Bidding Procedures]

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

In re:)	Chapter 11
POWERWAVE TECHNOLOGIES, INC., ¹)	Case No. 13-10134 (MFW)
Debtor.)	

BIDDING PROCEDURES

By motion dated February 21, 2013 (the "Motion"),² the above-captioned debtor and debtor in possession (the "Debtor") sought approval of, among other things, the procedures through which it will determine the highest or otherwise best price for (i) the sale of substantially all, or certain of the assets owned or leased by the Debtor and its direct and indirect subsidiaries (collectively, the "Powerwave Assets") in one or more lots to one or more successful bidders and/or (ii) a "plan sponsor" agreement for the purchase of all or a portion of the equity interests in the reorganized Debtor through a chapter 11 plan of reorganization.

On [March 4], 2013, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order (the "Bidding Procedures Order"), which, among other things, authorized the Debtor to determine the highest or otherwise best bid for the Powerwave Assets or Plan Sponsor Agreement through the process and procedures set forth below (the "Bidding Procedures"). As set forth below and in the Motion, the Debtor reserves the right to modify the Bidding Procedures.

The sale will be subject to competitive bidding as set forth herein and approval of the Court pursuant to sections 105, 363 and 365 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

Assets to be Sold

The Powerwave Assets generally constitute all of the operating assets owned or leased by the Debtor and its non-debtor subsidiaries. The Debtor is offering bidders the opportunity to bid on some or all of the ownership interests of the Debtor and/or some or all of the Powerwave Assets (the "Sale"). The Debtor may consider offers that contemplate both a Sale Transaction(s) and a Plan Sponsor Agreement.

Stalking Horse Bidder(s)

Parties may seek to serve as a stalking horse bidder and obtain certain protections generally afforded to stalking horse bidders ("Bid Protections") including a breakup fee and

¹ The last four digits of the Debtor's federal tax identification number are 3423.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

expense reimbursement, provided that, the aggregate of the breakup fee and expense reimbursement does not exceed four percent (4%) of the cash purchase price, exclusive of any value attributed to assumed liabilities, contracts or cure amounts, proposed by such Stalking Horse Bidder.

Any party that seeks to be designated as a Stalking Horse Bidder for all or any portion of the Powerwave Assets must (i) submit a definitive and binding agreement to purchase such assets (a "Stalking Horse Agreement") no later than **March 12, 2013 at 5:00 p.m.** prevailing Eastern time (the "Stalking Horse Bid Deadline") and (ii) otherwise satisfy the requirements of a Qualified Bidder as set forth below. The Stalking Horse Bid Deadline may be extended by the Debtor with the consent of the Committee and the Prepetition Agent.

The Stalking Horse Agreement must contain sufficient information to allow the Debtor, the Committee and the Prepetition Agent to assess and value the offer contained in such agreement, including the purchase price, the Powerwave Assets to be purchased, any contingencies and the Bid Protections that the party submitting the Stalking Horse Agreement is seeking.

The Debtor, in consultation with the Committee and the Prepetition Agent, may designate one or more purchasers as Stalking Horse Bidders and upon such designation shall, provide written notice to the United States Trustee (the "Trustee"), the Prepetition Agent and the Committee, such notice designating any Stalking Horse Bidder(s), the terms of any Bid Protections to be provided such Stalking Horse Bidder(s) and the minimum required overbid that shall be required for any Potential Bidders to submit a Qualified Bid (the "Stalking Horse Bid Notice"). If either the Trustee, the Prepetition Agent or the Committee object to the Stalking Horse Bid Notice within three (3) business days of receipt thereof, then the Debtor may seek an expedited hearing on two (2) business days notice to the objecting party to consider approval of the Stalking Horse Bidder. If no objection is interposed by either the Trustee, the Prepetition Agent or the Committee within three (3) business days of receipt of the Stalking Horse Bid Notice, then the Debtor shall file a certification of counsel with the Court along with a proposed order approving the designation of the Stalking Horse Bidder and any Bid Protections, which certification of counsel shall disclose the proposed Stalking Horse Bidder's identity and further disclose any prior connections between the Stalking Horse Bidder and the Debtor or its estate.

Participation Requirements

In order to participate in the bidding process or otherwise be considered for any purpose hereunder, a person interested in entering into a Sale Transaction for some or all of the Powerwave Assets or Plan Sponsor Agreement (a "Potential Bidder") must first deliver an executed confidentiality agreement in form and substance satisfactory to the Debtor and its counsel.³

³ To the extent any party executed a confidentiality agreement prior to the entry of an order approving these Bidding Procedures, such party does not need to execute another confidentiality agreement in order to comply with the Bidding Procedures or become a Qualified Bidder.

Bid Requirements

In order to participate in the bidding process and be deemed a “Qualified Bidder,” a Potential Bidder must submit a “Qualified Bid” by the Bid Deadline. The Debtor, in consultation with the Committee and Prepetition Agent, shall make a determination regarding whether a bid is a Qualified Bid and shall notify bidders whether their bids have been determined to be Qualified Bids by no later than 5:00 p.m. (New York Time) on April 5, 2013. The Debtor reserves its right to contact bidders before or after the Bid Deadline to discuss or clarify the terms of their bid and to indicate any terms which may need to be modified in order to conform the bid to a Qualified Bid or otherwise evaluate the bid. If no timely, conforming Qualified Bids are submitted by the Bid Deadline, the Debtors shall not hold the Auction but expressly reserve the right to extend the Bid Deadline (after consultation with the Committee and Prepetition Agent). To constitute a Qualified Bid, a bid must, among other things:

- (i) provide to the Debtor and its counsel the most current audited and latest unaudited financial statements (collectively, the “Financials”) of the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of a transaction with the Debtor, (x) Financials of the equity holder(s) of the Potential Bidder or such other form of financial disclosure as is acceptable to the Debtor that demonstrates the Potential Bidder’s financial ability to consummate a transaction and (y) a written commitment acceptable to the Debtor of the equity holder(s) of the Potential Bidder to be responsible for the Potential Bidder’s obligations in connection with a sale transaction (including being bound by the terms and conditions of the Bidding Procedures); provided that if a Potential Bidder is unable to provide Financials, the Debtor may accept such other information sufficient to demonstrate to the Debtor’s reasonable satisfaction that such Potential Bidder has the financial wherewithal to consummate a sale transaction. Potential Bidders shall not be allowed to review or obtain the Financials of other Potential Bidders;
- (ii) include a cover letter identifying whether the Potential Bidder is interested in entering into a Sale Transaction and/or Plan Sponsor Agreement. If a Potential Bidder is interested in entering into a Sale Transaction, the Potential Bidder must indicate whether it is interested in purchasing some or all of the Powerwave Assets. If the Qualified Bidder is submitting a bid only with respect to certain of the Powerwave Assets, the cover letter must identify which assets are included in the bid. If a Potential Bidder is interested in entering into a Plan Sponsor Agreement, the Potential Bidder must indicate whether it is interested in purchasing all or a portion of the equity of the reorganized debtor, and whether it is willing to purchase the equity of the reorganized debtor if certain Powerwave Assets were sold pursuant to a Sale Transaction;
- (iii) state that the Potential Bidder offers to consummate the sale pursuant to the form purchase agreement or form plan term sheet to be provided by the Debtor prior to the Bid Deadline (the “Purchase Agreement” or “Plan”

Term Sheet,” respectively). If any bid is conditioned on the assumption and assignment of executory contracts and/or unexpired leases, then such potential bidder shall be required to provide evidence of its ability to provide adequate assurance of future performance of such contracts or leases along with the bid;

- (iv) either (i) be an all-cash bid or (ii) be accompanied with verified financing;
- (v) contain a list of the Debtor’s executory contracts and unexpired leases with respect to which the bidder seeks assignment from the Debtor;
- (vi) confirm that the offer shall remain open and irrevocable as provided below;
- (vii) enclose a clean signed copy of the proposed marked Purchase Agreement or Plan Term Sheet, as applicable, and a blacklined copy reflecting any changes;
- (viii) be accompanied with a certified or bank check or wire transfer in an amount equal to five percent (5%) of the proposed purchase price set forth in the bid as a minimum good faith deposit (the “Minimum Deposit”), which Minimum Deposit shall be: (a) deposited into an escrow account pursuant to an executed escrow agreement; and (b) used to fund a portion of the purchase price provided for in the bid;
- (ix) not be conditioned on obtaining financing or the outcome of any due diligence by the Potential Bidder;
- (x) fully disclose the identity of each entity that will be bidding for the Powerwave Assets or otherwise participating in connection with such bid, and the complete terms of any such participation; and
- (xi) provide for a closing date no later than April 12, 2013.

If a bid submitted on or prior to the Bid Deadline fails to meet all the requirements of a Qualified Bid, the Debtor is entitled to work with the bidder in an effort to cure any defects in the bid and to cause such bid to become a Qualified Bid prior to the commencement of the Auction. In addition, the Debtor may, after consultation with the Committee and Prepetition Agent, waive one or more defects and cause such bid to be a Qualified Bid prior to the commencement of or during the Auction.

A bid received from a Potential Bidder that meets the requirements set forth above which is timely received will be considered a Qualified Bid if the Debtor believes that such bid would be consummated if selected as a Successful Bid (defined below).

After the Bid Deadline (defined below), the Debtor, in consultation with the Committee and Prepetition Agent, shall determine which Qualified Bid or combination of Qualified Bids represents the then-highest or otherwise best bid for the Powerwave Assets (the “Starting

Qualified Bid”). Prior to the commencement of the Auction, the Debtor shall distribute copies of the Starting Qualified Bid to each Qualified Bidder.

Bid Deadline

The deadline for submitting bids on the Powerwave Assets by a Potential Bidder shall be April 4, 2013, at 5:00 p.m. (prevailing Eastern Time) (the “Bid Deadline”).

A Potential Bidder that desires to make a bid must deliver written and electronic copies of their bid so that they are actually received prior to the Bid Deadline by: (i) counsel for the Debtor, Proskauer Rose LLP, 70 West Madison Street, Suite 3800, Chicago, Illinois 60602, Attn: Mark K. Thomas and Peter J. Young; (ii) counsel for the Committee, Sidley Austin LLP, 787 7th Avenue, New York, New York 10019, Attn: Brian J. Lohan and Michael G. Burke; and (iii) counsel for the Prepetition Agent, Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, TX 75201, Attn: Martin A. Sosland and Joseph H. Smolinsky (collectively, the “Notice Parties”).

Obtaining Due Diligence Access

The Debtor shall afford each Potential Bidder reasonable due diligence information. Site access shall be provided upon reasonable request to the Debtor at the discretion of the Debtor within its reasonable business judgment. Potential Bidders cannot question the Debtor’s employees during site visits without the Debtor’s consent. The due diligence period will end on the Bid Deadline.

The Debtor shall not be obligated to furnish any information relating to the Debtor, the Powerwave Assets and/or the Sale to any person except to a Potential Bidder. The Debtor shall give each Potential Bidder reasonable access to all written due diligence information provided to another Potential Bidder.

The Debtor shall coordinate all reasonable requests for additional information and due diligence access from Potential Bidders. No conditions relating to the completion of due diligence shall be permitted to exist after the Bid Deadline.

Due Diligence From Potential Bidders

Each Potential Bidder shall comply with all reasonable requests for additional information by the Debtor or its advisors regarding such Potential Bidder’s financial wherewithal to consummate and perform obligations in connection with the Sale. Failure by the Potential Bidder to comply with requests for additional information may be a basis for the Debtor to determine that a Potential Bidder is not a Qualified Bidder and that a bid made by a Potential Bidder or a Qualified Bidder is not a Qualified Bid.

“As Is, Where Is”

The Sale of the Powerwave Assets shall be on an “as is, where is” basis and without representations or warranties of any kind, nature or description by the Debtor, its agent or estate, except to the extent set forth in the purchase agreement between the Debtor and the Successful

Bidder. All of the Debtor's right, title and interest in and to the Powerwave Assets shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon (collectively, the "Interests"), with such Interests to attach to the net proceeds of the Sale of the Powerwave Assets, with the same validity and priority as existed immediately prior to such Sale.

Each bidder shall be deemed to acknowledge and represent that it has had an opportunity to inspect and examine the Powerwave Assets prior to making its offer, that it has relied solely upon its own independent review, investigation and/or inspection of any documents in making its bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Powerwave Assets or the completeness of any information provided in connection with the bidding process, in each case except as expressly stated in the marked Purchase Agreement.

The Auction

If more than one Qualified Bid by a Qualified Bidder is received by the Bid Deadline (or if a non-qualified bid received by the Bid Deadline is qualified prior to the commencement of the Auction), an Auction with respect to a sale of the Powerwave Assets shall take place on **April 8, 2013, at 10:00 a.m. (prevailing Eastern Time)**, at the offices of Proskauer Rose LLP, Eleven Times Square, New York, New York 10036-8299, or at such other place and time as the Debtor shall notify all Qualified Bidders and other invitees. If, however, no such Qualified Bids are received by the Bid Deadline, or if a non-qualified bid received by the Bid Deadline is not qualified prior to the commencement of the Auction, then the Auction will not be held.

Auction Rules:

- (i) Only Qualified Bidders who have submitted a Qualified Bid for some or all of the Powerwave Assets and their authorized representatives will be eligible to participate at the Auction and to increase their bids. Representatives of the Committee and the Prepetition Agent may attend the Auction. After the Bid Deadline, the Debtor, in consultation with the Committee and the Prepetition Agent, shall determine which Qualified Bid or combination of Qualified Bids represent the then-highest or otherwise best bid for the Powerwave Assets (the "Starting Qualified Bid"). Prior to the commencement of the Auction, the Debtor shall distribute copies of the Starting Qualified Bid to each Qualified Bidder. The Auction shall commence with the Starting Qualified Bid and then proceed in minimum increments to be announced at the Auction (the "Overbid Increment"). The Debtor shall not consider any subsequent bid in the Auction unless any bid after the Starting Qualified Bid exceeds the previous highest bid by at least the Overbid Increment; provided, however, that in the event the Debtor's select a combination of Qualified Bids to serve as the Starting Qualified Bid, the Debtor, in consultation with the Committee and the Prepetition Agent, reserves the right to determine an appropriate Overbid Increment. During the course of the Auction, the Debtor shall inform each

participant which Qualified Bid(s) reflects, in the Debtor's view, after consultation with the Committee and the Prepetition Agent, the highest or otherwise best offer or combination of offers.

- (ii) The Auction may be adjourned as the Debtor deems appropriate after consultation with the Prepetition Agent and Committee. Reasonable notice of such adjournment and the time and place for the resumption of the Auction shall be given to all Qualified Bidders that have submitted a Qualified Bid and counsel for the Committee and Prepetition Agent.
- (iii) Each Qualified Bidder participating at the Auction will be required to confirm that it has not engaged in any collusion with respect to the bidding, Sale Transaction or Plan Sponsor Agreement; provided, however, in order to obtain the highest and/or otherwise best bid, the Debtor may engage in discussions with one or more Qualified Bidders if it determines, after consultation with the Committee and the Prepetition Agent, that the combination of all or a portion of bids received from such Qualified Bidders would yield the highest and/or otherwise best offer at the Auction.
- (iv) Bidding at the Auction will be transcribed or videotaped.

Other Terms

All Qualified Bids, the Auction, and the Bidding Procedures are subject to modification and/or additional terms and conditions as are announced by the Debtor (after consultation with the Committee and the Prepetition Agent) and that are not inconsistent with the Bidding Procedures Order. At the conclusion of the Auction, the Debtor shall announce the bid or combination of bids made pursuant to the Bidding Procedures Order that represents, in the Debtor's discretion (after consultation with the Committee and the Prepetition Agent), the highest or otherwise best offer for a Sale Transaction and/or Plan Sponsor Agreement (the "Successful Bid"). Prior to the entry of the Sale Order or the Plan Sponsor Order, the Debtor shall announce the identity of the Qualified Bidder or combination of Qualified Bidders who submitted the Successful Bid at the Auction (the "Successful Bidder"). If an Auction is held, the Debtor shall be deemed to have accepted a Qualified Bid only when (i) such bid is declared the Successful Bid at the Auction, (ii) definitive documentation has been executed in respect thereof and (iii) the Court has approved the Sale to the Successful Bidder. Such acceptance by the Debtor is conditioned upon approval by the Court of the Successful Bid and the entry of an order approving such Successful Bid.

Irrevocability of Certain Bids

The Successful Bid and the bid of the Qualified Bidder or combination of Qualified Bidders (the "Back-Up Bidder") that submits the next highest or otherwise best bid or combination of bids (the "Back-Up Bid") shall be irrevocable until the earlier of: (i) sixty (60) days after entry of the Sale Order approving the Successful Bid or ninety (90) days after entry of a Plan Sponsor Order; and, (ii) closing of the sale to the Successful Bidder or the Back-Up Bidder or the occurrence of the effective date of a plan of reorganization. Following the entry of

the Sale Order or the Plan Sponsor Order, if the Successful Bidder fails to consummate the transaction for any reason, the Back-Up Bid will be deemed the new Successful Bid, and the Debtor will be authorized, but not required, to consummate the transaction with the Back-Up Bidder without further order of the Court. In such case, the defaulting Successful Bidder's Minimum Deposit shall be forfeited to the Debtor and the Debtor shall have the right to seek any and all other remedies and damages from the defaulting Successful Bidder.

The Debtor will present the results of the Auction to the Bankruptcy Court at the Sale Hearing (as defined below) and if the Auction results in a Sale Transaction, the Debtor will request certain findings from the Bankruptcy Court regarding the Auction, including, among other things, that (i) the Auction was conducted and the Successful Bidder was selected in accordance with these Bidding Procedures, (ii) the Auction was fair in substance and procedure and (iii) consummation of the Sale contemplated by the Successful Bid will provide the highest or otherwise best value for the Powerwave Assets and is in the best interests of the Debtor and its creditors. If the Auction results in a Plan Sponsor Agreement, the Debtor will request certain findings related to such agreement.

Sale Hearing

A hearing to consider approval of the Sale of the Powerwave Assets to the Successful Bidder will take place on April 10, 2013, at 3:00 p.m. (prevailing Eastern Time), before the Honorable Mary Walrath in the United States Bankruptcy Court District of Delaware, 824 N. Market St., Wilmington, DE 19801 (the "Sale Hearing").

Return of Deposit

Except as otherwise provided in this paragraph with respect to any Successful Bid and any Back-Up Bid, the Minimum Deposits of all Qualified Bidders that submitted such a deposit under the Bidding Procedures shall be returned upon or within five (5) business days after the conclusion of the Sale Hearing. The Minimum Deposit of the Successful Bidder shall be held until the closing of the Sale of the Powerwave Assets or confirmation of a plan of reorganization, as applicable, and applied in accordance with the Successful Bid. The Minimum Deposit of any Back-Up Bidder shall be returned upon or within the earlier of (i) sixty (60) days after entry of the Sale Order or ninety (90) days after entry of a Plan Sponsor Order (the "Outside Back-Up Date") or (ii) the closing of the Sale of the Powerwave Assets to the Successful Bidder or the occurrence of the effective date of a plan of reorganization.

Failure to Close

If the Successful Bidder fails to consummate the transaction in accordance with the terms of the applicable agreement executed by the Successful Bidder by the closing date contemplated in the purchase agreement agreed to by the parties for any reason, the Debtor shall: (i) retain the Successful Bidder's Minimum Deposit; (ii) maintain the right to pursue all available remedies, whether legal or equitable; and (iii) be free to consummate the proposed transaction with the Back-Up Bidder at the highest price bid by the Back-Up Bidder at the Auction, without the need for an additional hearing or Order of the Court.

Reservation of Rights

Except as otherwise provided in the Bidding Procedures Order, the Debtor reserves the right as it may reasonably determine to be in the best interests of its estate, after consultation with the Committee and the Prepetition Agent, to: (i) determine which bidders are Qualified Bidders; (ii) determine which bids are Qualified Bids; (iii) determine which Qualified Bid or combination of Qualified Bids is the highest or otherwise best proposal and which is the next highest or otherwise best proposal; (iv) reject any bid that is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code or (c) contrary to the best interests of the Debtor and its estate; (v) remove the Powerwave Assets from the Sale; (vi) waive terms and conditions set forth herein with respect to all potential bidders; (vii) impose additional terms and conditions with respect to all potential bidders; (viii) extend the deadlines set forth herein; (ix) adjourn or cancel the Auction and/or Sale Hearing in open court without further notice; (x) modify the Bidding Procedures, as the Debtor may determine to be in the best interests of its estate after consultation with the Committee and Prepetition Agent; or (xi) withdraw the Motion at any time prior to the Sale Hearing with or without prejudice.

Expenses

Except to the extent provided for in any Stalking Horse Agreement accepted by the Debtor, any bidders presenting bids shall bear their own expenses in connection with the proposed sale, whether or not such sale is ultimately approved.

Prepetition Agent's Consent/Consultation Rights

If the Prepetition Agent exercises its right to credit bid at any time during the Auction, the Debtor and the Committee shall not be required to consult with or obtain the consent of the Prepetition Agent as would otherwise be required under these Bidding Procedures during any round of bidding in which the Prepetition Agent tenders a credit bid, provided, however, that upon the Prepetition Agent either withdrawing its credit bid or informing the Debtor and Committee that it is no longer bidding, the Debtor and Committee shall resume consultation with the Prepetition Agent during subsequent rounds of bidding. Further, the Debtor shall establish precautions necessary to safeguard against the Prepetition Agent receiving information that other Potential Bidders and/or Qualified Bidders are not entitled to receive for so long as the Prepetition Agent is a Potential Bidder or Qualified Bidder.

Schedule 2 (to Bidding Procedures Order)

[Notice of Auction and Sale Hearing]

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
POWERWAVE TECHNOLOGIES, INC., ¹)	Case No. 13-10134 (MFW)
)	
Debtor.)	
)	

NOTICE OF AUCTION AND SALE HEARING

PLEASE TAKE NOTICE THAT:

1. On February 21, 2013, the above-captioned debtor and debtor in possession (collectively, the “Debtor”) filed a motion (the “Motion”)² [Docket No. ___] for entry of orders, among other things (i) approving bidding procedures (the “Bidding Procedures”) in connection with the sale (the “Sale”) of substantially all assets (collectively, the “Powerwave Assets”) of the Debtor and/or entry into a plan sponsor agreement, (ii) scheduling an auction and a hearing (the “Sale Hearing”) to consider approval of the Debtor entering into Sale Transaction or Plan Sponsor Agreement, (iii) approving the form and manner of notice thereof and (iv) granting related relief. The Motion additionally requests entry of an order or orders (i) authorizing and approving a Sale free and clear of liens, claims, encumbrances and interests, (ii) approving the assumption and assignment of executory contracts and unexpired leases and (iii) granting related relief.

2. The Debtor is seeking to sell the Powerwave Assets to the Successful Bidder or Back-Up Bidder. Approval of the sale of assets to either the Successful Bidder or Back-Up Bidder may result in, among other things, the assumption, assignment and/or transfer by the Debtor of certain executory contracts and leases. If you are a party to an executory contract or lease with the Debtor, you will receive a separate notice that contains relevant dates and other information that may impact you as a party to an executory contract or lease.

3. On [March 4], 2013, the United States Bankruptcy Court for the District of Delaware entered the Bidding Procedures Order. Pursuant to the Bidding Procedures Order, if the Debtor receives any Qualified Bids (as defined in the Bidding Procedures), the auction for the Powerwave Assets shall take place on **April 8, 2013, at 10:00 a.m. (prevailing Eastern Time)**, at the offices of Proskauer Rose LLP, Eleven Times Square, New York, New York 10036-8299, or at such other place and time as the Debtor shall notify all Qualified Bidders and other invitees. Only parties that have submitted a Qualified Bid in accordance with the Bidding Procedures, attached to the Bidding Procedures Order as Schedule 1, by no later than **April 4, 2013, at 5:00 p.m. (prevailing Eastern Time)** (the “Bid Deadline”), may participate at the Auction. Any party that wishes to take part in this process and submit a bid for the Powerwave

¹ The last four digits of the Debtor’s federal tax identification number are 3423.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

Assets must submit its bid prior to the Bid Deadline and in accordance with the Bidding Procedures.

4. The Sale Hearing to consider approval of the Sale of the Powerwave Assets to the Buyer or such other Successful Bidder or Back-Up Bidder free and clear of all liens, claims and encumbrances will be held before the Honorable Mary Walrath in the United States Bankruptcy Court District of Delaware, 824 N. Market St., Wilmington, DE 19801 on [April 10], 2013, at [3:00] p.m. (prevailing Eastern Time) (the "Sale Hearing"), or at such other time thereafter as counsel may be heard. The 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 Sale Hearing.

5. Objections, if any, to the Sale, or the relief requested in the Motion (other than with respect to cure amounts and adequate assurance which are subject to a separate notice) must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the Clerk of the Bankruptcy Court, 824 N. Market St., Wilmington, DE 19801, on or before **5:00 p.m. (prevailing Eastern Time) on [April 3], 2013**, or such later date and time as the Debtor may agree; and (d) be served so as to be received no later than 5:00 p.m. (prevailing Eastern Time) on the same day, upon counsel for the Debtor, Proskauer Rose LLP, 70 West Madison Street, Suite 3800, Chicago, Illinois 60602, Attn: Mark K. Thomas and Peter J. Young; (ii) counsel for the Committee, Sidley Austin LLP, 787 7th Avenue, New York, New York 10019, Brian J. Lohan and Michael G. Burke; and (iii) counsel for the Prepetition Agent, Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, TX 75201, Attn: Martin A. Sosland and Joseph H. Smolinsky (collectively, the "Notice Parties"). **UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER HEARING AND NOTICE.**

6. This Notice and the Sale Hearing is subject to the complete terms and conditions of the Motion, the Bidding Procedures Order, and the Bidding Procedures, which shall control in the event of any conflict and the Debtor encourages parties-in-interest to review such documents in their entirety. Parties interested in receiving more information regarding the sale of the Powerwave Assets or in obtaining a copy of any related document, subject to any necessary confidentiality agreement, may make a written request to: counsel for the Debtor, Proskauer Rose LLP, 70 West Madison Street, Suite 3800, Chicago, Illinois 60602, Attn: Mark K. Thomas and Peter J. Young; (ii) counsel for the Committee, Sidley Austin LLP, 787 7th Avenue, New York, New York 10019, Brian J. Lohan and Michael G. Burke; and (iii) counsel for the Prepetition Agent, Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, TX 75201, Attn: Martin A. Sosland and Joseph H. Smolinsky. In addition, copies of the Motion, the Bidding Procedures Order and this Notice can be found: (a) on the Court's website, <http://ecf.deb.uscourts.gov>; (b) on the case management website maintained by Kurtzman Carson Consultants LLC, noticing and claims agent for the Debtor, <http://www.kccllc.net/Powerwave>, and (c) with the Clerk of the Bankruptcy Court, 824 N. Market St., Wilmington, DE 19801.

Dated: _____, 2013
Wilmington, Delaware

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Schedule 3 (to Bidding Procedures Order)

[Notice of Assumption and Assignment]

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
POWERWAVE TECHNOLOGIES, INC., ¹)	Case No. 13-10134 (MFW)
)	
Debtor.)	
)	

NOTICE OF ASSUMPTION AND ASSIGNMENT

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On March 4, 2013, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order (the “Bidding Procedures Order”),² pursuant to sections 105(a), 363, 365, 503, 506, 507 and 552 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure and Local Rule 6004-1, in the chapter 11 case of the above-captioned debtor and debtor in possession (the “Debtor”) approving, among other things, the fixing of cure amounts (the “Cure Amounts”) related to the Debtor’s assumption, assignment and/or transfer of certain executory contracts, unexpired leases, and other agreements (the “Assumed Agreements”) listed on **Exhibit A** annexed hereto in connection with the sale of certain of the Debtor’s assets (the “Powerwave Assets”). The Debtor will assume, assign, and/or transfer the Assumed Agreements to the Successful Bidder or Back-Up Bidder for the Powerwave Assets under the bidding procedures (the “Bidding Procedures”) approved by the Bankruptcy Court and attached to the Bidding Procedures Order as Schedule 1.

2. The Debtor believes that any and all defaults (other than the filing of these Chapter 11 Cases) and actual pecuniary losses under the Assumed Agreements can be cured by the payment of the Cure Amounts listed on **Exhibit A** annexed hereto.

3. Any objections to (i) the assumption, assignment and/or transfer of an Assumed Agreement, or (ii) the amount asserted as the Cure Amount (each, a “Cure Amount/Assignment Objection”), must be in writing and set forth with specificity the nature of the objection and the cure amount that the objecting party believes should be paid in connection with the assumption of the Assumed Agreement (the “Claimed Cure Amount”). In addition, if the Debtor identifies additional executory contracts or unexpired leases that might be assumed by the Debtor and assigned to the Successful Bidder or Back-Up Bidder not set forth in the original Notice of Assumption and Assignment, the Debtor shall promptly send a supplemental notice (a “Supplemental Notice of Assumption and Assignment”) to the applicable counterparties to such additional executory contracts and unexpired leases.

¹ The last four digits of the Debtor’s federal tax identification number are 3423.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

4. To be considered a timely Cure Amount/Assignment Objection, the Cure Amount/Assignment Objection must be filed with the Bankruptcy Court and served upon counsel for the Debtor, Proskauer Rose LLP, 70 West Madison Street, Suite 3800, Chicago, Illinois 60602, Attn: Mark K. Thomas and Peter J. Young; (ii) counsel for the Committee, Sidley Austin LLP, 787 7th Avenue, New York, New York 10019, Attn: Brian J. Lohan and Michael G. Burke; and (iii) counsel for the Prepetition Agent, Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, TX 75201, Attn: Martin A. Sosland and Joseph H. Smolinsky (collectively, the "Notice Parties"), by the later of (i) 5:00 p.m. (prevailing Eastern Time) on [April 3], 2013; or (ii) ten (10) days after service of the relevant Supplemental Notice of Assumption and Assignment (the "Cure/Assignment Objection Deadline").

5. If a Cure Amount/Assignment Objection is timely filed, the Debtor may, in its sole discretion, resolve any Cure Amount/Assignment Objection by mutual agreement with the objecting counterparty to any Executory Contract or Unexpired Lease without further order of the Court. In the event that the Debtor and any objecting party are unable to consensually resolve any Cure Amount/Assignment Objection, a hearing with respect to that objection shall be held before the Honorable Mary Walrath in the United States Bankruptcy Court District of Delaware, 824 N. Market St., Wilmington, DE 19801 either at [April 10], 2013, or at such date and time as the Debtor may schedule with the Court.

6. Unless the Cure Amount/Assignment Objection is timely filed and served, the assumption, assignment and/or transfer of the applicable Assumed Agreement will proceed without further notice at the hearing to approve the sale of the Powerwave Assets.

7. Parties that fail to file and serve timely Cure Amount/Assignment Objections shall be deemed to have waived and released any and all rights to assert against the Debtor, the Successful Bidder or Back-Up Bidder cure amounts different from the Cure Amounts listed on Exhibit A hereto and shall be forever barred and estopped from asserting or claiming against the Debtor, the Successful Bidder or Back-Up Bidder, or any assignee of any Assumed Agreement that any additional amounts are due or defaults exist, or prohibitions or conditions to assignment exist or must be satisfied, under such Assumed Agreement.

8. The Debtor, the Successful Bidder or the Back-Up Bidder, as the case may be, may determine to exclude any Executory Contract or Unexpired Lease from the list of Powerwave Assets no later than one (1) business day prior to the Sale Hearing, or, if the Court determines at any hearing on a Cure Amount/Assignment Objection that the applicable cure amount for such contract is greater than the Cure Amount proposed by the Debtor, no later than five (5) business days following the Court's determination. The non-debtor party or parties to any such excluded contract or lease will be notified of such exclusion by written notice mailed within two (2) business days of such determination.

9. If no Cure Amounts are due under an Assumed Agreement, and the non-debtor party to the Assumed Agreement does not otherwise object to the Debtor's assumption, assignment and/or transfer of the Assumed Agreement, no further action needs to be taken on the part of that non-debtor party.

10. Copies of the Bidding Procedures Order and other relevant documents are posted on: (a) the Court's website, <http://ecf.deb.uscourts.gov>; and (b) the case management website maintained by Kurtzman Carson Consultants LLC, noticing and claims agent for the Debtor, <http://www.kccllc.net/Powerwave>.

The Debtor's decision to sell, assign and/or transfer to the Successful Bidder or Back-Up Bidder the Assumed Agreements is subject to Court approval and the Closing. Accordingly, absent such Closing, the Assumed Agreements shall not be deemed to be sold, assigned and/or transferred, and shall in all respects be subject to further administration under the Bankruptcy Code. The inclusion of any document on the list of Assumed Agreements shall not constitute or be deemed to be a determination or admission that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved). Nor shall the inclusion of any document constitute an admission of liability by the Debtor or its estate.

Dated: _____, 2013
Wilmington, Delaware

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Exhibit A (to Notice of Assumption and Assignment)

[Assumed Agreements]

[To be provided]