

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

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**In re:** : **Chapter 11**  
: :  
**ALSET OWNERS, LLC, et al.,** : **Case No. 09-11960 (BLS)**  
: **(Jointly Administered)**  
: :  
: **Response Date: August 19, 2009**  
**Debtors.** : **Hearing Date: August 26, 2009 @ 12:00 PM (EST)**  
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**OBJECTION OF CREDITOR R&R CAPITAL, LLC, TO  
NOTICE OF (I) DEBTORS' REQUEST FOR AUTHORITY TO  
ASSUME, ASSIGN AND SELL CERTAIN EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES, AND (II) DEBTORS' PROPOSED CURE AMOUNTS**

COMES NOW Creditor/Landlord, R&R Capital, LLC ("R&R Capital"), through counsel, and hereby objects to the cure amounts proposed by Debtors' Notice of (I) Debtors' Request for Authority to Assume, Assign and Sell Certain Executory Contracts and Unexpired Leases, and (II) Debtors' Proposed Cure Amounts ("Notice"):

1. R&R Capital is identified as a Landlord/Counterparty for four (4) Lease Agreements with Debtors, more specifically identified in the Notice as Store Numbers 8136, 8137, 8141, and 8165. Debtors' Notice suggests that the cure amount for the foregoing store locations is \$27,128.00.

2. The Lease Agreements for these store locations provide for R&R Capital's recovery of interest, at the rate of ten percent (10%) per annum, for late payments (¶ 15(a)(i)), and for recovery of the landlord's reasonable attorneys' fees and expenses (¶ 45). The cure amount provided by Debtors for these four locations in the Notice is correct as to the principal amount of rent due, but does not reflect interest on the late payments, or R&R Capital's attorneys' fees incurred in the collection thereof. Interest on the missed rent payments, from the date of June 2, 2009, to and including the date of the sale hearing herein, August 26, 2009, equals an additional \$638.98.

Additionally, R&R Capital has incurred \$5,208.75 in legal fees and costs of collection as a result of Debtors' default under the Lease Agreements.

3. As a result, R&R Capital objects to the Notice, only as to the cure amount required for the Lease Agreements for store numbers 8136, 8137, 8141 and 8165, and requests that the full sum of \$32,975.73 be required of Debtors to cure and assume, assign and sell the Lease Agreements referred to therein.

WHEREFORE, Creditor/Landlord, R&R Capital, LLC, respectfully requests that the Court grant its objection and require Debtors to pay R&R Capital the amount set forth herein as a condition precedent to assumption and assignment of real property leases described in the Notice, and for any other and further relief the Court deems just and proper.

Dated: August 19, 2009

DANNA MCKITRICK, P.C.

By: /s/ Jeffrey R. Schmitt  
Jeffrey R. Schmitt, EDMO #498759  
7701 Forsyth Blvd., Suite 800  
St. Louis, MO 63105-3907  
(314) 726-1000/(314) 725-6592 fax  
E-mail: jschmitt@dmfirm.com

and

WERB & SULLIVAN

By: /s/ Brian A. Sullivan  
Brian A. Sullivan (No. 2098)  
300 Delaware Avenue, 13<sup>th</sup> Floor  
P.O. Box 25046  
Wilmington, DE 19801  
Telephone: (302)652-1100  
Telecopier: (302)652-1111  
E-mail: bsullivan@werbsullivan.com

*Counsel for Creditor/Landlord  
R&R Capital, LLC*