

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

-----X
In re: : Chapter 11
: Case No. 09-11960 (BLS)
ALSET OWNERS, LLC, et al., : Jointly Administered
: :
Debtors. : **Objection Deadline: April 12, 2010 at 4:00 p.m.**
-----X **Hearing Date: April 19, 2010 at 10:00 a.m.**

**MOTION PURSUANT 11 U.S.C. §105(a) AND RULE 9019 OF THE
FEDERAL RULES OF BANKRUPTCY PROCEDURE APPROVING
STIPULATION BETWEEN THE LIQUIDATION TRUST AND
CHECKERCO, INC. IN CONNECTION WITH THE TAX ESCROW ISSUE**

The Liquidation Trust of Alset Owners, LLC, et al. (the "Liquidation Trust"), as successor in interest to the above captioned debtors (the "Debtors"), by and through its undersigned counsel, hereby moves this Court, pursuant to sections 105(a) of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* as amended (the "Bankruptcy Code") and rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Federal Rules") approving the Stipulation and Settlement Regarding the Tax Escrow Issue (the "Stipulation")¹ with Checkerco, Inc. (together with certain of its relevant affiliates, the "Buyer", and together with the Liquidation Trust, the "Parties") in the above-referenced chapter 11 cases (the "Cases"). In support hereof, the Liquidation Trust respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Settlement.

Background

2. On June 5, 2009 (the "Petition Date"), each of the Debtors commenced a case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Prior to the Petition Date, the Debtors were the largest franchisee of Checkers Drive-In Restaurants, Inc., the national Franchisor of the Rally's and Checkers' Restaurant chains.

3. On June 24, 2009, the Office of the United States Trustee appointed an Official Committee of Unsecured Creditors (the "Committee").

4. On February 22, 2010, the Bankruptcy Court entered an order (the "Confirmation Order") confirming the Joint Chapter 11 Plan of Liquidation of the Debtors and Debtors-in-Possession, dated December 2, 2009 (the "Plan").

5. On March 9, 2010, pursuant to the Confirmation Order, the Plan became effective in accordance with its terms (the "Effective Date").

6. Pursuant to the terms of the Plan, on or prior to the Effective Date, the Liquidation Trust Agreement was executed, thereby creating the Liquidation Trust and appointing Invotex Group as Liquidation Trustee of the Liquidation Trust. On the Effective Date, among other things, all assets of the Debtors became assets of the Liquidation Trust and the Liquidation Trust became the successor in interest to the Debtors as more fully described in the Plan.

7. As the successor in interest to the Debtors, the Liquidation Trust, through the Liquidation Trustee, has full authority to enter into the Stipulation and Settlement.

8. Prior to the Petition Date, the Debtors began exploring strategic alternatives for addressing their financial and operational challenges as they were no longer able to operate at margins sufficient to cover expenses at many of their restaurants and struggled with liquidity and working capital demands

9. On June 19, 2009, the Debtors filed a motion pursuant to section 363 of the Bankruptcy Code authorizing and approving, among other things, the sale to the Buyer of substantially all of the Debtors' assets (the "Sale") on the terms set forth in the Asset Purchase Agreement dated as of June 5, 2009 (as amended, the "Asset Purchase Agreement").

10. On July 7, 2009, the Court entered an order approving the bidding procedures and scheduled an auction for August 24, 2009. Praetorian Group, the Debtors sales advisor, marketed the Debtors' assets for sale to prospective purchasers. However, no qualified competing bids were received by the Debtors by the bid deadline and therefore no auction was held. The Debtors' assets were sold to the Buyer as the highest and best bidder.

11. On August 31, 2009 the Sale closed and the Court entered an order authorizing the sale of assets to Buyer pursuant to the terms of the Asset Purchase Agreement.

The Tax Issue and the Stipulation and Settlement²

12. In connection with the closing of the Sale to the Buyer, a disagreement arose with respect to the payment of certain taxes due under leases being assumed by the Buyer pursuant to the Asset Purchase Agreement (the "Tax Issue"). To allow the Sale to close, an escrow arrangement was entered into pursuant to which Blank Rome LLP, Debtors' counsel, would serve as escrow agent, and \$185,372.00 (the "Escrow Funds") of the purchase price was paid over to the escrow agent to be held in escrow pending a resolution of the Tax Issue.

13. Following good faith negotiations and in an effort to avoid the expense and uncertainty of litigation, the Parties have reached an agreement with respect to the Tax Issue as further described in the Stipulation and Settlement.³

² The terms of the Settlement Agreement contained herein are for summary purposes only and all parties are directed to the Stipulation and Settlement for the full terms thereof. To the extent that the description contained herein and the Stipulation and Settlement conflict, the Stipulation and Settlement shall control.

³ A fully executed Stipulation and Settlement will be submitted to the Court prior to the hearing.

14. Subject to the Court's approval of the Stipulation and Settlement between the Parties (the "Approval Date"), the Escrow Funds shall be released as follows: \$150,000 shall be paid to the Liquidation Trust and \$35,372 of the Escrow Funds shall be paid to the Buyer, with any accrued interest thereon to be paid to the Liquidation Trust and the Buyer on a proportionate basis.

15. Additionally, the Liquidation Trust agrees to accept sole responsibility for paying the cost of all goods and services delivered to the Debtors prior to the closing of the Sale with respect to signage and equipment (the "Pre-Closing Purchases").

16. Upon the Approval Date, except as otherwise expressly provided in the Stipulation, the Parties agree to a mutual release of all claims in connection with the Tax Issue, the Escrow Funds and the Pre-Closing Purchases.

Relief Requested

17. By this Motion, the Debtors respectfully request that the Court approve the Stipulation and Settlement annexed to the proposed order as Exhibit A.⁴

Basis for Relief Requested

18. This Court has the authority to grant the relief requested in this Motion pursuant to section 105 of the Bankruptcy Code and Bankruptcy Rule 9019. Section 105(a) of the Bankruptcy Code provides that "[t]he court may issue any order. . . that is necessary or appropriate to carry out the provisions of this title." Bankruptcy Rule 9019 grants the Court authority to approve settlements of claims and controversies after notice and a hearing.⁵ Under this authority, the Third Circuit has emphasized that "to minimize litigation and expedite the administration of a bankruptcy estate, '[c]ompromises are favored in bankruptcy.'" Myers v.

⁴ A fully executed Stipulation and Settlement will be submitted to the Court prior to the hearing.

⁵ Bankruptcy Rule 9019 provides in pertinent part that "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement."

Martin (In re Martin), 91 F. 3d 389, 393 (3d Cir. 1996) (quoting 9 Collier on Bankruptcy 9019.03[1] (15th ed. 1993)).

19. Before approving a settlement under Bankruptcy Rule 9019, a court must determine whether “the compromise is fair, reasonable, and in the interests of the estate.” In re Marvel Entertainment Group, Inc., 222 B.R. 243, 249 (D. Del. 1998) (quoting In re Louise’s, Inc., 211 B.R. 798, 801 (D. Del. 1997)). To reach such a determination, the court must assess the value of the claim that is being settled and balance it against the value to the estate of the approval of the settlement. Martin, 91 F.3d at 393. In striking this balance, the court should consider the following factors:

- (a) The probability of success in the litigation;
- (b) The complexity, expense and likely duration of the litigation;
- (c) The possibilities of collecting on any judgment which might be obtained;
- (d) All other factors relevant to making a full and fair assessment of the wisdom of the proposed compromise; and
- (e) Whether the proposed compromise is fair and equitable to the debtors, their creditors, and other parties in interest.

Protective Comm. For Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424-425 (1968). See also, Martin, 91 F.3d at 393. Basic to the process of evaluating proposed settlements is “the need to compare the terms of the compromise with the likely rewards of litigation.” TMT Trailer Ferry, 390 U.S. at 425. The TMT rule does not require the Court to hold a full evidentiary hearing before a compromise can be approved, rather, the Court's obligation is “to canvas the issues and see whether the settlement ‘falls below the lowest point in a range of reasonableness.’” 10 Collier on Bankruptcy, ¶ 9019.2, 9019.4 (15th ed.) (quoting In re Drexel Lambert Group, Inc., 134 B.R. 493 (Bankr. S.D.N.Y. 1991)). See also, Cosoff v. Rodman (In re W.T. Grant Co.), 699 F.2d 599, 608 (2d Cir. 1983), cert. denied, 464 U.S. 822 (1983).

20. The Stipulation and Settlement will provide finality to the sale of the Debtors' assets and a resolution of the Tax Issue without unpredictable or prolonged litigation. This finality will relieve the Liquidation Trust of further expenditures in connection with the Sale of the Debtors' assets. Moreover, entry into the Stipulation and Settlement will not dilute the recovery to the Debtors' creditors or adversely impact the estates in these cases. Accordingly, the Liquidation Trust, in its business judgment, believes that entering into the Stipulation and Settlement is in the best interests of the Debtors and their estates and creditors.

Notice

21. Notice of this Motion has been provided to the following parties: (a) the Office of the United States Trustee; (b) counsel to the Debtors; and (c) all parties requesting notice under Bankruptcy Rule 2002.

No Prior Request

22. No prior application for the relief requested herein has been made to this or any other court for this particular Stipulation and Settlement.

WHEREFORE, the Liquidation Trust respectfully requests that this Court enter an order, in the form attached hereto, granting the relief requested herein and such other and further relief as is just and proper.

Dated: March 29, 2010
Wilmington, Delaware

KLEHR HARRISON HARVEY
BRANZBURG LLP

By: /s/ Joanne B. Wills

Joanne B. Wills (DE Bar No. 2357)
Richard M. Beck (DE Bar No. 3370)
919 Market Street, Suite 1000
Wilmington, DE 19801
Telephone: (302) 426-1189
Facsimile: (302) 426-9193
jwills@klehr.com
rbeck@klehr.com

*Counsel for the Liquidation Trust of Alset
Owners, LLC, et al.*

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

-----X
In re: : Chapter 11
: Case No. 09-11960 (BLS)
ALSET OWNERS, LLC, et al., : Jointly Administered
: :
Debtors. : **Objection Deadline: April 12, 2010 at 4:00 p.m.**
-----X **Hearing Date: April 19, 2010 at 10:00 a.m.**

**NOTICE OF MOTION PURSUANT 11 U.S.C. §105(a) AND RULE 9019
OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE APPROVING
STIPULATION AND SETTLEMENT BETWEEN LIQUIDATION TRUST
AND CHECKERCO, INC. IN CONNECTION WITH THE TAX ESCROW ISSUE**

PLEASE TAKE NOTICE, that on March 29, 2010, the Liquidation Trust of Alset Owners, LLC, *et al.* (the "Liquidation Trust") as successor in interest to the above captioned debtors (the "Debtors") filed its **Motion Pursuant to 11 U.S.C. 105(a) and Rule 9019 of the Federal Rules of Bankruptcy Procedure Approving the Stipulation and Settlement Between the Liquidation Trust and Checkerco, Inc. in Connection with the Tax Escrow Issue** (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE, that any responses to the Motion must be in writing and filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Third Floor, Wilmington, DE 19801, and served upon the undersigned, so as to be received on or before **April 12, 2010 at 4:00 p.m.**

PLEASE TAKE FURTHER NOTICE, THAT, IF AN OBJECTION IS PROPERLY FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, A HEARING WILL BE HELD ON **APRIL 19, 2010 AT 10:00 A.M.** BEFORE THE HONORABLE BRENDAN L. SHANNON, UNITED STATES BANKRUPTCY JUDGE FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, COURT ROOM #1, 6th FLOOR, WILMINGTON, DELAWARE 19801. ONLY OBJECTIONS MADE IN WRITING AND TIMELY FILED WILL BE CONSIDERED BY THE BANKRUPTCY COURT AT SUCH HEARING.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: March 29, 2010
Wilmington, Delaware

KLEHR HARRISON HARVEY
BRANZBURG LLP

By: /s/ Joanne B. Wills

Joanne B. Wills (DE Bar No. 2357)
Richard M. Beck (DE Bar No. 3370)
919 Market Street, Suite 1000
Wilmington, DE 19801
Telephone: (302) 426-1189
Facsimile: (302) 426-9193
jwills@klehr.com
rbeck@klehr.com

*Counsel for the Liquidation Trust of Alset
Owners, LLC, et al.*

EXHIBIT A

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

-----X
In re: : Chapter 11
: Case No. 09-11960 (BLS)
ALSET OWNERS, LLC, *et al.*, : Jointly Administered
:
Debtors. :
-----X

STIPULATION AND SETTLEMENT REGARDING TAX ESCROW

This stipulation and settlement (the "Stipulation") is entered into by and among (i) the Liquidation Trust of Alset Owners, LLC, *et al.* (the "Liquidation Trust"), as successor in interest to the above captioned debtors (the "Debtors"), and (ii) Checkerco, Inc. (together with certain of its relevant affiliates, the "Buyer", and together with the Liquidation Trust, the "Parties") in the above-referenced chapter 11 cases (the "Cases"), by and through their respective undersigned counsel.

WHEREAS:

A. On June 5, 2009 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). On June 24, 2009, the United States Trustee appointed the official committee of unsecured creditors in these Cases (the "Committee").

B. On June 19, 2009, the Debtors filed a motion (the "Sale Motion")¹ pursuant to section 363 of the Bankruptcy Code authorizing and approving, among other things, the sale

¹ The title of the motion is "Motion For Entry of Orders under 11 U.S.C. §§ 105(a), 363, and 365 and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006 and 9014 (I)(A) Approving Bidding and Auction Procedures and Bidding Incentives for the Stalking Horse Bidder; (B) Approving Notice Procedures for the

to the Buyer of substantially all of the Debtors' assets (the "Sale") on the terms set forth in that certain Asset Purchase Agreement dated as of June 5, 2009 (as amended, the "Asset Purchase Agreement").

C. In connection with the closing of the Sale, a disagreement arose with respect to the payment of certain taxes due under leases being assumed by the Buyer pursuant to the Asset Purchase Agreement (the "Tax Issue"). To allow the Sale to close, an escrow arrangement was entered into with the Committee pursuant to which Blank Rome LLP, Debtors' counsel, would serve as escrow agent, and \$185,372.00 (the "Escrow Funds") of the purchase price was paid over to the escrow agent to be held in escrow pending a resolution of the Tax Issue.

D. On February 22, 2010, the Bankruptcy Court entered an order (the "Confirmation Order") confirming the Joint Chapter 11 Plan of Liquidation of the Debtors and Debtors-in-Possession, dated December 2, 2009 (the "Plan").

E. Pursuant to the Confirmation Order, the Plan became effective in accordance with its terms. The effective date of the Plan occurred on March 9, 2010 (the "Effective Date").

F. Pursuant to the terms of the Plan, on or prior to the Effective Date, the Liquidation Trust Agreement was executed, thereby creating the Liquidation Trust and appointing Invotex Group as Liquidation Trustee of the Liquidation Trust. On the Effective Date, among other things, all assets of the Debtors became assets of the Liquidation Trust and

Solicitation of Bids, an Auction, and the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (C) Scheduling an Auction and Sale Hearing for the Sale of All or Substantially All of Debtors' Assets; (II) Approving the Sale of Substantially All of the Debtors' Assets and Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief."

the Liquidation Trust became the successor in interest to the Debtors as more fully described in the Plan.

G. Following good faith negotiations and to avoid the expense and uncertainty of litigation, the Parties have reached an agreement with respect to the Tax Issue as further described in this Stipulation.

H. As the successor in interest to the Debtors, the Liquidation Trust, through the Liquidation Trustee, has full authority to enter into this settlement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby stipulate and agree, subject to the Court's approval of this Stipulation (on the date so approved, the "Approval Date"), as follows:

1. Immediately following the Approval Date, the Escrow Funds shall be released as follows: \$150,000 shall be paid to the Liquidation Trust and \$35,372 of the Escrow Funds to be paid to the Buyer, with any accrued interest thereon to be paid to the Liquidation Trust and the Buyer on a proportionate basis.

2. The Liquidation Trust shall be solely responsible for paying the cost of all goods and services delivered to the Debtors prior to the closing of the Sale with respect to signage and equipment (the "Pre-Closing Purchases"), and shall hold the Buyer harmless with respect thereto.

3. Upon the Approval Date, except as otherwise expressly provided in this Stipulation, all claims, causes of action, rights, liabilities, obligations, lawsuits and demands of any kind, known or unknown, whether previously asserted or unasserted that the Liquidation Trust has against the Buyer in connection with the Tax Issue, the Escrow Funds or the Pre-Closing Purchases are forever waived and discharged.

4. Upon the Approval Date, Buyer hereby releases, waives and discharges the Liquidation Trust from any claims, causes of action, rights, liabilities, obligations, lawsuits and demands of any kind, know or unknown, whether previously asserted or unasserted that the Buyer may have against the Liquidation Trust in connection with the Tax Issue or the Escrow Funds.

5. The automatic stay imposed by section 362 of the Bankruptcy Code shall be, and hereby is, lifted and vacated to the extent necessary, if any, to authorize the payments hereunder and to implement and effectuate the terms and conditions of this Stipulation.

6. The Liquidation Trust shall use its reasonable best efforts to obtain the approval of this Stipulation as soon as practicable. If, however, this Stipulation is not approved by the Court by May 30, 2010, then it shall be void in its entirety and the rights of the Parties hereto shall be fully restored to the status quo ante as if the Parties had not entered into this Stipulation.

7. Upon the Approval Date, this Stipulation shall be binding and enforceable on the Parties and any successor(s) to the Parties and the Debtors' estates.

8. Each person who executes this Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such Party.

9. This Stipulation can only be amended or otherwise modified by an agreement in writing signed by all the Parties.

10. This Stipulation shall be governed by, and construed in accordance with the laws of, the State of Delaware (without regard to the conflicts of laws provisions thereof), and to the extent applicable, the Bankruptcy Code.

11. This Stipulation may be executed in one or more counterparts, all of which shall be considered one and the same document, and, subject to the Approval Date, shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other party, it being understood that all Parties need not sign the same counterpart.

12. The Court shall retain exclusive jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated: Wilmington, Delaware
March __, 2010

KLEHR HARRISON HARVEY BRANZBURG LLP

By: _____

Joanne Bianco Wills
Richard Michael Beck
919 N. Market Street, Suite 1000
Wilmington, Delaware 19801
Telephone: (302) 426-1189
Facsimile : (302) 426-9193

Attorneys for the Liquidation Trust of Alset Owners, LLC, *et al.*

YOUNG CONAWAY STARGATT & TAYLOR, LLP

By: _____

Pauline K. Morgan (No. 3650)
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

- and -

PAUL, WEISS, RIFKIND, WHARTON & GARRISON, LLP

Diane Meyers
1285 Avenue of the Americas
New York, New York 10019-6064
Telephone: (212) 373-3000
Facsimile: (212) 757-3990

Attorneys for Checkerco, Inc.

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

-----X
In re: : Chapter 11
: Case No. 09-11960 (BLS)
ALSET OWNERS, LLC, et al., : Jointly Administered
:
:
Debtors. : Related Doc. No. ____
-----X

**ORDER APPROVING STIPULATION AND SETTLEMENT
BETWEEN THE LIQUIDATION TRUST AND CHECKERCO, INC.
IN CONNECTION WITH THE TAX ESCROW ISSUE**

Upon consideration of the Stipulation and Settlement (annexed hereto as Exhibit A, between the Liquidation Trust of Alset Owners, LLC, et al. (the "Liquidation Trust") and Checkerco, Inc. (together with certain of its relevant affiliates, the "Buyer", and together with the Liquidation Trust, the "Parties") in connection with the tax escrow issue as defined in the Motion; and it appearing that the relief requested thereon is in the best interests of the Debtors, their creditors and estates, and all parties-in-interest; and after due deliberation thereon; and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Stipulation and Settlement is APPROVED;
2. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order and the Stipulation and Settlement between the Parties.

Dated: _____, 2010
Wilmington, Delaware

The Honorable Brendan L. Shannon
United States Bankruptcy Judge

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

-----X
In re: : Chapter 11
: Case No. 09-11960 (BLS)
ALSET OWNERS, LLC, et al., : Jointly Administered
:
Debtors. :
-----X

CERTIFICATE OF SERVICE

I, Joanne B. Wills, Esquire, hereby certify that a copy of the **Motion Pursuant to 11 U.S.C. 105(a) and Rule 9019 of the Federal Rules of Bankruptcy Procedure Approving the Stipulation and Settlement Agreement Between the Liquidation Trust and Checkerco, Inc. in Connection with the Tax Escrow Issue** was caused to be served this 29th day of March, 2010 on the parties listed on the attached service list via First Class Mail unless otherwise indicated.

/s/ Joanne B. Wills
Joanne B. Wills (DE Id No. 2357)

Via Hand Delivery:

Bonnie Glantz Fatell, Esquire
David W. Carickhoff, Esquire
Blank Rome LLP
1201 North Market Street, Suite 800
Wilmington, DE 19801

Michael Z. Brownstein, Esquire
Rocco A. Cavaliere, Esquire
Blank Rome LLP
The Chrysler Building
405 Lexington Avenue
New York, NY 10174

Via Hand Delivery:

Pauline K. Morgan, Esquire
Yong Conaway Stargatt & Taylor LLP
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, DE 19801

Diane Meyers, Esquire
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064

Via Hand Delivery:

Office of the United States Trustee
844 King Street
Wilmington, DE 19801

Altes-Setla, LLC
1200 N. Federal Highway, Suite 111B
Boca Raton, FL 33432

Barry M. Klayman, Esquire
Cozen O'Connor
1201 N. Market Street, Suite 1400
Wilmington, DE 19801

F. Warren Jacoby, Esquire
Cozen O'Connor
1900 Market Street
Philadelphia, PA 19103

Richard W. Riley
Sommer L. Ross
Duane Morris LLP
1100 N. Market St., Ste. 1200
Wilmington, DE 19801

Fred B. Ringel, Esquire
Robinson Brog Leinwand Greene et al.
1345 Avenue of the Americas
New York, NY 10105

Jonathan C. Vair, Esquire
Stearns Weaver Miller et al.
Museum Tower
150 W. Flagler Street, Ste. 2200
Miami, FL 33130

William D. Sullivan
Sullivan Hazeltine Allinson LLC
4 E. 8th Street, Suite 400
Wilmington, DE 19801

Michael Sandoval
Textron Financial Corp.
40 Westminster Street, 12th Floor
Providence, RI 02903

Clear Channel Outdoor
Corporate Bankruptcy Specialist
PO Box 591790
San Antonio, TX 78259

Sheryl L. Moreau
Missouri Dept. of Revenue
Bankruptcy Unit
PO Box 475
Jefferson City, MO 64105-0475

Julius O. Curling
Assistant Attorney General
Caddillac Place
Suite 10-200
3030 W. Grand Blvd.
Detroit, MI 48202

John W. McClelland
Armstrong Teasdale LLP
2345 Grand Blvd., Ste. 2000
Kansas City, MO 64108