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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
RCN CORPORATION, et al., : Case No. 04-13638 (RDD)
Debtors. : (Jointly Administered)
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MOTION FOR SECOND ORDER UNDER 11 U.S.C. § 105 AND FED. R. BANKR. P. 2002(a)(7) AND 3003(c)(3) (I) SETTING BAR DATES FOR FILING CERTAIN PROOFS OF CLAIM RELATED TO ADDITIONAL DEBTORS, (II) APPROVING PROCEDURES FOR FILING SUCH PROOFS OF CLAIM, AND (III) APPROVING FORM, MANNER, AND SUFFICIENCY OF NOTICE THEREOF

RCN Cable TV of Chicago, Inc. ("RCN Chicago"), RCN Entertainment, Inc. ("RCN Entertainment"), On TV, Inc., 21st Century Telecom Services, Inc., and RCN Telecom Services of Virginia, Inc. (collectively, the "Debtors"), certain of the debtors and debtors-in-possession in the above captioned cases, hereby move for a Second Order Under 11 U.S.C. § 105 and Fed. R. Bankr. P. 2002(a)(7)

and 3003(c)(3) (I) Setting Bar Dates for Filing Certain Proofs of Claim Related to Additional Debtors, (II) Approving Procedures for Filing Such Proofs of Claim, and (III) Approving the Form, Manner, and Sufficiency of Notice Thereof. In support of this motion, the Debtors rely on the Third Affidavit of Anthony M. Horvat Pursuant to Local Bankruptcy Rule 1007-2 and in Support of Chapter 11 Petitions and First-Day Motions (the "Horvat Affidavit")¹ respectfully represents as follows:

BACKGROUND

A. The Chapter 11 Filing

1. On August 20, 2004 (the "Petition Date"), the Debtors (other than RCN Chicago) each filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). Previously, on May 27, 2004, RCN Corporation, the Debtors' ultimate parent corporation, TEC Air, Inc., RLH Property Corporation, RCN Finance, LLC and Hot Spots Productions, Inc. (collectively, the "Initial Debtors"), each filed voluntary petitions in this Court for reorganization relief under the Bankruptcy Code. On August 5, 2004, RCN Chicago, an affiliate of the Debtors and the Initial Debtors, filed a voluntary petition in this Court for reorganization relief under chapter 11 of the Bankruptcy Code. The cases of the Initial Debtors and RCN Chicago are jointly

¹ The Debtors incorporate by reference the facts set forth in the Horvat Affidavit. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Horvat Affidavit.

administered under case number 04-13638 (RDD), and the Debtors (other than RCN Chicago) have requested that these cases also be administered under the same case number for procedural purposes only. The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to Bankruptcy Code sections 1107 and 1108.

2. No trustee, examiner or official committee has been appointed in these chapter 11 cases. An official committee of unsecured creditors, however, was appointed in the cases of the Initial Debtors on June 10, 2004.

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

4. The statutory predicates for the relief requested herein is Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Business Operations

5. RCN Corporation ("RCN") is a holding company for certain direct and indirect subsidiaries (collectively, the "RCN Companies") that deliver bundled communications services, including local and long distance telephone, video programming (including digital cable television and high definition television) and data services (including cable modem, high speed Internet access and dial-up Internet) to customers over their predominantly owned network.

6. The RCN Companies also entered into strategic joint venture relationships to achieve early penetration of certain telecommunications services markets to reduce their cost of entry. In particular, the RCN Companies hold a 50% equity interest in Starpower Communications, LLC, which provides telecommunications services in the Washington, D.C. metropolitan area, including parts of Virginia and Maryland, under the brand name "Starpower." The RCN Companies also hold an approximate 49% equity interest in Megacable, S.A. de C.V., Megacable Telecomunicaciones, S.A. de C.V. and MCM Holdings, S.A. de C.V. (collectively, the "Megacable Entities"), the largest cable television provider in Mexico and owner of 27 wireline cable systems. Starpower Communications, LLC and the Megacable Entities are not currently debtors in these or any other chapter 11 cases.

7. The RCN Companies provide services in Boston and 18 surrounding communities, New York City, the suburbs of Philadelphia, the Lehigh Valley in Pennsylvania, Chicago, San Francisco and several of its suburbs, and two communities in the Los Angeles area.

8. The RCN Companies are telecommunications providers, and for the most part, compete against incumbent service providers. The telecommunications business is highly competitive and requires large capital outlays for network and equipment. Returns on investment depend on the quality, innovation and pricing of the services. The RCN Companies offer cutting edge services at prices that take

into consideration the number and types of services in the bundle a customer purchases. The RCN Companies currently have in excess of one million service connections and employ approximately 2,400 employees and independent contractors.

C. Capital Structure and History

9. RCN was formed on September 30, 1997. Since its inception, the RCN Companies have relied extensively on access to the capital markets to finance the development of a high-speed, high-capacity, fiber-optic broadband network. In addition, the RCN Companies have accessed the capital markets to finance their strategy of expanding into new geographic areas by acquiring existing businesses. Thus, the RCN Companies have financed a significant portion of their growth, including corporate acquisitions and purchases of fixed assets, through access to secured credit facilities and the issuance of debt securities and preferred and common stock.

D. Secured Credit Facilities

10. In June 1999, certain of the RCN Companies (including RCN Entertainment and 21st Century Telecom Services, Inc.), each either as a borrower or guarantor, entered into a \$1 billion senior secured credit facility (the "Senior Credit Facility") with J.P. Morgan Chase Bank ("JPMorgan Chase") as administrative agent and collateral agent and certain other lender parties (collectively the "Senior Lend-

ers"). The Senior Credit Facility is comprised of a \$250 million seven-year revolving credit facility, a \$250 million seven-year multi-draw term loan facility and a \$500 million eight-year term loan facility, each of which is secured by a senior lien on substantially all of the RCN Companies' assets. The Senior Credit Facility is governed by a single credit agreement dated as of June 3, 1999 (as amended, the "Senior Credit Agreement"). As of April 30, 2004, approximately \$432.5 million was outstanding under the Senior Credit Facility.

11. In June 2003, RCN entered into a \$41.5 million Commercial Term Loan and Credit Agreement (the "Junior Credit Facility") with Evergreen Investment Management Company, LLC and certain of its affiliates (collectively, "Evergreen"). As of April 30, 2004, approximately \$27.5 million was outstanding under the Junior Credit Facility. The Junior Credit Facility is secured by a junior lien on substantially all of the assets of RCN (excluding cash), including the equity of its directly owned subsidiaries (excluding RLH Property Corporation). Pursuant to an intercreditor agreement between the Senior Lenders and Evergreen, the liens securing the Junior Credit Facility are contractually subordinated to the liens securing the Senior Credit Facility.

E. Senior Unsecured Notes

12. Between 1997 and 2000, RCN issued the following senior notes: (i) the 10% Senior Notes due October 15, 2007, issued under the Indenture

dated October 17, 1997, as amended, (ii) the 11 1/8% Senior Discount Notes due October 15, 2007, issued under the Indenture dated October 17, 1997, as amended, (iii) the 9.8% Senior Discount Notes due February 15, 2008 issued under the Indenture dated February 6, 1998, as amended, (iv) the 11% Senior Notes due July 1, 2008, issued under the Indenture dated June 24, 1998, as amended, and (v) the 10 1/8% Senior Notes due January 15, 2010, issued under the Indenture dated December 22, 1999, as amended (collectively, the "Senior Notes"). The Senior Notes are unsecured obligations of RCN only. RCN's obligations under the Senior Notes were approximately \$1.1 billion as of March 31, 2004.

F. Events Leading to Chapter 11 Filings of the Initial Debtors

13. Due to the confluence of a series of events, including the continued severe slowdown in the telecommunications industry and continued limited access to the capital markets, the RCN Companies revised their growth plan during 2002. Under the revised growth plan, the RCN Companies decided to substantially curtail future capital spending and geographic expansion of their network in all existing markets to focus on customer growth in existing markets and to reduce operating expenses.

14. Despite these and other cost-savings measures, the RCN Companies determined that their projected revenues and available cash-on-hand may be insufficient to meet their working capital, debt service, capital expenditure and

other requirements (including interest payments on Senior Notes) in 2004 and beyond. Accordingly, the RCN Companies began exploring alternatives to refinance or restructure their indebtedness.

15. In October 2003, the RCN Companies began preliminary discussions with an ad hoc committee of certain holders of Senior Notes (the "Noteholders' Committee") and JPMorgan Chase as administrative agent for the Senior Lenders concerning a possible restructuring transaction.

16. In connection with ongoing negotiations with the Noteholders' Committee and JPMorgan Chase, RCN chose not to make the interest payment scheduled for January 15, 2004 with respect to its 10 1/8% Senior Notes due 2010, and additionally chose not to make the interest payment scheduled for February 15, 2004 on the 9.8% Senior Discount Notes due 2008, the interest payment scheduled for April 15, 2004 on the 10% Senior Notes due 2007 and the interest payment scheduled for April 15, 2004 on the 11 1/8% Senior Discount Notes due 2007. The RCN Companies entered into forbearance agreements with the Senior Lenders, Evergreen and the Noteholders' Committee in which each agreed not to declare an event of default as a result of RCN's failure to make the interest payments. The parties to the forbearance agreements subsequently extended the forbearance period to facilitate additional negotiations.

17. The forbearance agreements allowed the RCN Companies to continue negotiating a financial restructuring with the Noteholders' Committee and JPMorgan Chase, notwithstanding the expiration of the grace period associated with the missed interest payments in respect of the aforementioned Senior Notes. During the forbearance period, the RCN Companies sought to negotiate a comprehensive restructuring proposal in which the RCN Companies would undergo a financial restructuring through reorganization under chapter 11. Those negotiations included discussions with various entities on a possible new credit facility to replace the existing Senior Credit Facility, and such efforts resulted in the agreement described below.

18. Prior to the Petition Date, RCN entered into a commitment letter with Deutsche Bank AG, Cayman Islands Branch and Deutsche Bank Securities, Inc. (together, "Deutsche Bank")¹ pursuant to which Deutsche Bank has committed to provide certain of the RCN Companies with new financing upon the consummation of a plan of reorganization. The new financing will consist of (i) a \$310 million first lien facility, including a \$285 million term loan facility and a \$25 million letter of credit facility and (ii) a \$150 million second lien facility. Each of the facilities will be guaranteed by all of RCN's wholly owned domestic subsidiaries

¹ The Initial Debtors' entry into the commitment letter with Deutsche Bank was approved by this Court by order dated June 22, 2004.

and secured by substantially all the assets of RCN and its wholly owned domestic subsidiaries. Each of the facilities will contain prepayment provisions, covenants (including financial covenants) and events of default customary for facilities of this nature. Closing and funding for each of the facilities is subject to satisfaction of customary conditions precedent for facilities of this nature.

G. RCN Entertainment Inc., On TV, Inc., 21st Century Telecom Services, Inc. and RCN Telecom Services of Virginia, Inc.

19. RCN Entertainment Inc., ("RCN Entertainment") is a wholly owned subsidiary of RCN. On TV, Inc. ("On TV") is a wholly owned subsidiary of RCN Entertainment. Hot Spots Productions, Inc. ("Hot Spots"), one of the Initial Debtors, is also a wholly owned subsidiary of RCN Entertainment. RCN Entertainment, Hot Spots and On TV (collectively, the "RCN E Companies") create, develop, produce and distribute quality programming for the entire family. RCN Entertainment has an impressive library of award-winning programming and is currently in production on a number of series. In addition, RCN Entertainment has partnered with studios and Hollywood talent to develop and produce award-winning novels into films. On TV was established to function as the guild signatory arm of RCN Entertainment. Currently, On TV is a signatory to the Writers Guild of America for the Reading Rainbow and Miracle's Boys productions. It is also a signatory to American Federation of Television and Radio Artists for the Miracle's Boys production. Although the RCN E Companies are currently producing a number of series,

their overall operations are in the process of being wound up. The RCN Companies intend to use these chapter 11 cases to complete the RCN E Companies' winding up efforts. In connection with that effort, prior to the Petition Date, RCN Entertainment's five employees, and all related salary, employee benefits and similar obligations, were transferred to, and assumed by, RCN Telecom Services, Inc., a non-Debtor affiliate of the Debtors.

20. 21st Century Telecom Services, Inc. ("21st Century") is a non-operating indirect subsidiary of RCN with minimal assets and creditors. This entity was previously a subsidiary of 21st Century Telecom Group, Inc., an entity acquired by RCN in April 2000 under a stock purchase agreement. The RCN Companies anticipate winding up 21st Century in these chapter 11 cases. Similarly, RCN Telecom Services of Virginia, Inc. ("RCN Virginia") is a non-operating indirect subsidiary of RCN with minimal assets and creditors, and the RCN Companies anticipate winding up RCN Virginia in these chapter 11 cases.

RELIEF REQUESTED

21. By this Motion, the Debtors seek entry of an order (i) fixing the time period within which certain proofs of claim against the Debtors must be filed, (ii) approving procedures for the filing of such proofs of claim, and (iii) approving the form, manner, and sufficiency of notice of such time period and the procedures in respect thereof. The Debtors request that the date that is 35 days from

the date the Debtors mail the General Bar Date Notice (defined below) be established as the General Bar Date (defined below) in the Debtors' cases.

22. The relief requested in this motion is in addition to, and distinct from, the relief granted by the Order Under 11 U.S.C. § 105 and Fed. R. Bankr. P. 2002(a)(7) and 3003(c)(3) (I) Setting Bar Dates for Filing Certain Proofs of Claim, (II) Approving Procedures for Filing Such Proofs of Claim, and (III) Approving the Form, Manner, and Sufficiency of Notice Thereof, entered on June 23, 2004 in the above captioned cases (Dkt. No. 73)(the "Initial Debtors' Bar Date Order"). The Initial Debtors' Bar Date Order, inter alia, established August 11, 2004 as the general bar date to file claims against the Initial Debtors.

BASIS FOR RELIEF

23. General Bar Date. To identify and resolve claims expeditiously, the Debtors request that the Court fix the deadline for filing proofs of claim (the "General Bar Date") at 5:00 p.m. Eastern Time on the date that is 35 calendar days after the date the Debtors mail the General Bar Date Notice. The Debtors will mail proof of claim forms and the related general bar date notice (the "General Bar Date Notice"), a copy of which is attached to the proposed order as Exhibit B, in accordance with procedures set forth herein no later than 5 calendar days following the date of entry of the order granting this motion. The Debtors request that all creditors be required to file a proof of claim on account of any Claim (as defined in

11 U.S.C. § 101(5) of the Bankruptcy Code) against any of the Debtors, except as provided below. The Debtors request that any holder of a Claim against the Debtors who is required, but fails, to file a proof of claim for such Claim in accordance with this Motion (or any order granting this Motion) on or before the General Bar Date (i) be forever barred, estopped, and permanently enjoined from asserting such Claim against the Debtors, their successors, or their property (or filing a proof of claim with respect thereto), (ii) not be treated as a Creditor (as defined in 11 U.S.C. § 101(10)) for purposes of voting on, and distribution under, any plan in these chapter 11 cases with respect to such Claim, and (iii) not be entitled to receive further notices regarding such Claim.

24. Exclusions Of Certain Claims From General Bar Date. The Debtors request that, at this time, proofs of claim not be required to be filed by creditors wishing to assert Claims against the Debtors of the types set forth below (collectively, the "Excluded Claims"):

- a. Any person or entity that has already filed a proof of claim against the Debtors with the Clerk of the Bankruptcy Court for the Southern District of New York in a form substantially similar to Official Bankruptcy Form No. 10;
- b. Any person or entity whose Claim is listed on any of the Debtors' schedules of assets and liabilities (the "Schedules") filed by the Debtors, provided that (i) the claim is not scheduled as "disputed," "contingent" or "unliquidated"; and (ii) the claimant does not disagree with the amount, nature and priority of the Claim as set forth in the Schedules; and (iii) the claimant does not dispute that the Claim is an

obligation of the specific Debtor against which the Claim is listed in the Schedules;

- c. Any holder of a Claim that heretofore has been allowed by order of this Court;
- d. Any person or entity whose Claim has been paid in full;
- e. Any holder of a Claim for which specific deadlines have previously been fixed by this Court;
- f. Any Debtor having a Claim against another Debtor or any of the non-debtor affiliates of RCN having a Claim against any of the Debtors;
- g. Any holder of a Claim allowable under § 503(b) and § 507(a) of the Bankruptcy Code as an expense of administration;
- h. Any Governmental Unit (as defined by 11 U.S.C. § 101(27)), which entity shall file any proof of claim in accordance with 11 U.S.C. § 502(b)(9);
- i. Claims by a holder of a Claim arising under or in connection with that certain Credit Agreement dated as of June 3, 1999 (as amended, supplemented or otherwise modified prior to the Petition Date, the "Credit Agreement") among RCN and certain subsidiaries of RCN, as borrowers, the several lenders party thereto (the "Lenders"), and JPMorgan Chase Bank, as administrative agent and collateral agent for the Lenders (in such capacity, the "Administrative Agent"), and all collateral and ancillary documentation executed in connection with the Credit Agreement (collectively, the "Loan Documents"); provided, however, that the Administrative Agent and any Lender who wishes to assert a Claim against the Debtors that does not arise under or in connection with the Loan Documents shall file a proof of claim on or prior to the General Bar Date in respect of such Claim; and provided further that the Administrative Agent shall be required to file a master proof of claim relating to any claims arising under the Loan Documents, to the extent otherwise required by the Bankruptcy Code, on or before the date that is 35 calendar days after the Debtors provide the Administrative Agent with written notice of its election to require the Administrative Agent to file a proof of claim; and provided further

that in that event, as to the Administrative Agent with respect to any such Claims, such date shall be deemed to be the General Bar Date; and

- j. Claims by non-debtor parties to any rejected executory contract or unexpired lease (an "Executory Contract") arising solely from the rejection of such Executory Contract, provided, however, that such Claims shall be filed in accordance with any order granting this Motion or any other order of the Court applicable thereto.

Nothing contained herein, however, should be construed as limiting, abridging, or otherwise affecting the Debtors' right to request that the Court fix a date by which the holder of an Excluded Claim must file a proof of claim or interest.

25. Rejection Claims. The Debtors also request that any Claim arising from the rejection of an Executory Contract be required to be filed by the later of (a) the date set by any other order of this Court and (b) the General Bar Date. Any Claim in respect of any other lease or contract would be required to be filed by the General Bar Date.

26. Claim of Governmental Units. Claims of Governmental Units shall be filed in accordance with 11 U.S.C. § 502(b)(9).

27. Debtors' Reservation Of Rights. The Debtors also propose that the relief contained herein should not prejudice their right to object to any Claim, whether filed or scheduled (e.g., as contingent, unliquidated, or disputed) on any ground and that they shall retain the right to (a) dispute, or assert offsets against, or defenses to, any filed Claim or any Claim listed or reflected in the Schedules, or any

amendments thereto, as to nature, amount, liability, classification, or otherwise or (b) subsequently designate any Claim as disputed, contingent, or unliquidated; provided, however, that if the Debtors amend any of the Schedules to reduce the undisputed, noncontingent, and liquidated amount or to change the nature or classification of a Claim against a Debtor reflected therein, then the affected claimant shall have until the later of (i) the General Bar Date and (ii) 35 calendar days after the date the Debtors mail the notice of the amendment, to file a proof of claim or to amend any previously filed proof of claim in respect of such amended scheduled Claim. Notwithstanding the foregoing, nothing set forth herein would preclude the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

28. The Debtors intend to give notice of the General Bar Date by first class United States mail, postage prepaid, in substantially the same form as the General Bar Date Notice within calendar days following the date of entry of the order granting the Motion upon:

- a. the Office of the United States Trustee;
- b. counsel to the Official Committee of Unsecured Creditors;
- c. counsel to any other statutory committee(s) appointed in these cases;
- d. counsel to the agent for the Debtors' prepetition senior credit facility;
- e. counsel to the agent for the Debtors' prepetition junior credit facility;
- f. the indenture trustee(s) for the Senior Notes;

- g. the Securities and Exchange Commission;
- h. the Internal Revenue Service;
- i. the Federal Communications Commission;
- j. other government agencies to the extent required by the Bankruptcy Code and Bankruptcy Rules;
- k. all parties having filed a notice of appearance and request for notices under Bankruptcy Rule 2002(i);
- l. the Office of the United States Attorney, Southern District of New York;
- m. all persons or entities that have filed proofs of claim in these cases;
- n. all known creditors and other known holders of Claims as of the date of this Order, including all persons or entities listed in the Schedules as holding Claims;
- o. all parties to Executory Contracts;
- p. all parties to litigation with the Debtors; and
- q. such additional persons and entities as the Debtors deem appropriate.

29. In addition, the Debtors intend to supplement such notice by publishing the General Bar Date Notice once in the national edition of the Wall Street Journal no later than 30 calendar days prior to the General Bar Date.

30. Form Of Proofs Of Claim. The Debtors propose to serve holders of Claims listed on any Schedules with the General Bar Date Notice and a proof of claim form that is substantially similar to Official Form No. 10 ("Proof of Claim Form"), a copy of which is attached to the proposed order as Exhibit A,

indicating on the form how the Debtors have scheduled such creditor's Claim in any Schedules (including the identity of the Debtor, the amount of the claim and whether the claim has been scheduled as contingent, unliquidated or disputed).

31. Procedure For Filing Proofs Of Claim. The Debtors request that, for any proof of claim to be validly and properly filed, the following procedures be followed:

- a. Proofs of claim must conform substantially to Form No. 10 of the Official Bankruptcy Forms;
- b. Proofs of claim must be filed either by mailing the original proof of claim to the United States Bankruptcy Court, Southern District of New York, Bowling Green Station, P.O. Box 5043, New York, New York 10274-5043, or by delivering the original proof of claim by hand or overnight courier to the United States Bankruptcy Court, Southern District of New York, One Bowling Green, Room 534, New York, New York 10004;
- c. Proofs of claim will be deemed filed only when received by the Clerk of the Bankruptcy Court on or before the General Bar Date;
- d. Proofs of claim must (i) be signed; (ii) include supporting documentation (if voluminous, attach a summary) or an explanation as to why documentation is not available; (iii) be in the English language; and (iv) be denominated in United States currency; and
- e. Proofs of claim must specify by name and case number of the Debtor against which the Claim is filed; if the holder asserts a Claim against more than one Debtor or has Claims against different Debtors, a separate proof of claim form must be filed with respect to each Debtor.

32. Application Of Requested Relief. The relief requested herein, and the provisions of any Order entered thereon, are meant to apply to all Claims of

whatever character against the Debtors or their property, whether such Claims are secured or unsecured, entitled or not entitled to priority, liquidated or unliquidated, or fixed or contingent.

APPLICABLE AUTHORITY

33. Bankruptcy Rule 2002(a)(7) provides that all creditors and indenture trustees shall receive "at least 20 days' notice by mail of ... the time fixed for filing proofs of claim." Bankruptcy Rule 3003(c)(3) provides that "[t]he court shall fix and for cause shown may extend the time within which proofs of claim or interest may be filed." Section 105 of the Bankruptcy Code provides that the Court "may issue any order ... necessary or appropriate to carry out the provisions of this title." None of the Debtors have publicly issues debt or equity securities. Accordingly, the Debtors submit that for the reasons stated herein, adequate cause exists to fix the General Bar Date as requested herein.

34. The Debtors submit that no new or novel issue of law is presented with respect to the matters contained herein. Because the relevant authorities in support of the requested relief are cited in this motion, the Debtors request that the requirement of the service and filing of a separate memorandum of law under Local Bankr. R. 9013-1(b) be deemed satisfied.

WHEREFORE, the Debtors respectfully request that this Court enter an order (i) fixing the General Bar Date, (ii) approving the form, manner, and

sufficiency of notice thereof, (iii) approving the proposed procedures for filing proofs of claim, and (iv) granting the Debtors such other and further relief as is just and proper.

Dated: New York, New York
August 20, 2004

SKADDEN, ARPS, SLATE, MEAGHER
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