

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:)
)
Aspen Court, LLC,) Case No. 17-16064
) Chapter 11
) Honorable Judge Timothy A. Barnes
)
)
Debtor/Debtor-in-Possession.)

NOTICE OF MOTION

TO: ATTACHED SERVICE LIST:

PLEASE TAKE NOTICE that on the 29th day of November, 2017 at 10:00 a.m. or as soon thereafter as counsel can be heard, I shall appear before the Honorable Timothy A. Barnes, Bankruptcy Judge, in the room usually occupied by him as courtroom 744 in the United States Bankruptcy Court in the Everett McKinley Dirksen Federal Building, 219 South Dearborn Street, Chicago, Illinois, or before any other Judge who may be sitting in his place and stead and shall present the **MOTION FOR LEAVE TO SELL CERTAIN PROPERTY OF THE ESTATE PRUSUANT TO U.S.C. § 363**, a copy of which is attached hereto and herewith served upon you, and shall pray for the entry of an Order in compliance therewith.

AT WHICH TIME and place you may appear if you so see fit.

/s/David K. Welch

CERTIFICATE OF SERVICE

The undersigned, being first duly sworn on oath deposes and states that he caused a copy of the foregoing Notice and attached Motion to be served on all the parties listed on the attached service list via the Court’s Electronic Filing System (ECF) and via Electronic Mail, on the 1st day of November, 2017.

/s/David K. Welch

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:)
) Case No. 17-16064
Aspen Court, LLC,) Chapter 11
) Hon. Timothy A. Barnes
)
) *Debtor/Debtor-in-Possession.*
)
_____)

**MOTION FOR LEAVE TO SELL CERTAIN PROPERTY OF
THE ESTATE PURSUANT TO 11 U.S.C. § 363**

ASPEN COURT, LLC, Debtor/Debtor-in-Possession herein (the “Debtor”) by and through its Attorneys, hereby moves this Court for the entry of an Order, pursuant to sections 363 and 365 of the Bankruptcy Code and Rule 6004 of the Federal Rules of Bankruptcy Procedure, for Leave to Sell Certain Property of the Estate (the “Motion”), and in support thereof, the Debtor respectfully states as follows:

INTRODUCTION

1. The Debtor is a limited liability company that was formed in October 2000 pursuant to, and in good standing under, the laws of the State of Illinois. The Debtor’s principal place of business for purposes of establishing the proper venue for the Debtor’s Chapter 11 case is at 39W876 Old Burlington Road, Campton Hills, Kane County, Illinois 60175.

2. On May 24, 2017, the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the “Petition Date”). The Debtor is operating its business and managing its financial affairs as Debtor in Possession. No trustee, examiner or committee of unsecured creditors has been appointed to serve in the Debtor’s Chapter 11 case.

3. By this Motion, the Debtor seeks the entry of an Order granting the Debtor leave to sell certain property of the estate against which Old Second National Bank (“Old Second”)

asserts a first mortgage interest (as more fully described below), free and clear of liens, interests, claims and encumbrances pursuant to 11 U.S.C. § 363.

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter constitutes a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O).

RELEVANT BACKGROUND

5. The Debtor was formed for the purpose of acquiring land in Macomb, Illinois to develop and construct off-campus housing for students at Western Illinois University. The owners of the Debtor have been engaged in the development, construction, ownership, operation and management of off-campus student housing throughout the State of Illinois since 1971.

6. In October 2000, the Debtor first acquired approximately four (4) acres of land adjacent to Western Illinois University on the corner of Elting and Albert Streets in Macomb. Over an eighteen (18) month period, the Debtor developed and constructed the first project by completing 89 apartment units, an office and a maintenance garage. A five (5) bedroom rental house was also purchased that has development potential. Shortly thereafter, the Debtor acquired two (2) other smaller parcels of land on Wigwam Hollow Drive and on the 400 block of West Adams Street, both in Macomb, and constructed an additional 35 units on these properties that are comprised of 24 apartments (on Wigwam Hollow Drive) and 11 townhomes (on West Adams Street). Finally, in 2003, the Debtor acquired an additional ten (10) acres of land on the 1500 block of West Jackson Street in Macomb and built an additional 193 apartment units, plus an office, maintenance garage, swimming pool and clubhouse on this last site.¹

¹These apartment units and related amenities are collectively referred to in this Motion as the “Properties.”

7. As of the Petition Date, the Debtor has 318 apartment units in five (5) separate locations surrounding the main campus of Western Illinois University. These apartment units are comprised of 63 single bedroom/single bathroom units, 170 two bedroom/two bathroom units, 50 three bedroom/three bathroom units, 33 four bedroom/two and half bathroom townhome units and a five bedroom/three bathroom house. Tenants also have the use of and access to a swimming pool, fitness room, outdoor recreation area and a computer lab. As of the Petition Date, the aggregate occupancy rate for all four (4) locations was approximately 54%. As of the filing of this Motion, based upon leasing efforts since the Petition Date, current occupancy is not less than 91.7%.

8. The Debtor self-manages its Properties and conducts all leasing activity with its own personnel.

9. The Debtor has four (4) separate mortgage lenders that are asserting liens against specific Properties and the rents generated therefrom as follows:

<u>Lender</u>	<u>Aggregate Amount Due</u>
Soy Capital Bank (" <u>Soy Bank</u> ")	Approximately \$9,800,000.00
Old Second National Bank (" <u>Old Second</u> ")	Approximately \$5,277,281.08
Commerce Bank (" <u>Commerce</u> ")	Approximately \$1,330,000.00
Heartland Bank (" <u>Heartland</u> ")	Approximately \$41,000.00

10. Old Second asserts liens against the properties commonly known as 324-330 Wigwam Hollow Road, Macomb, Illinois and 1517-1531 West Jackson Street, Macomb, Illinois and the rents generated therefrom (the "Old Second Collateral").

11. Since the commencement of the Debtor's Chapter 11 case, this Court has entered a series of Orders authorizing the Debtor's use of cash and cash equivalents that serve as collateral for the secured interests of Old Second in and to the Old Second Collateral (the "Cash").

Collateral Orders”). These Cash Collateral Orders also relate to the secured interests of Soy Bank, Commerce and Heartland.

12. Additionally, this Court has entered separate Orders with respect to Old Second, Commerce and Soy Bank providing for further adequate protection of their respective secured interests in the Properties (the “Adequate Protection Orders”).

13. On June 28, 2017, Old Second filed a secured claim (and no unsecured claim) in the Debtor’s Chapter 11 case in the amount of \$5,277,281.00 (the “Old Second Claim”). In the Old Second Claim, Old Second asserts that the value of the collateral pledged by the Debtor to secure the indebtedness due to Old Second is between \$5,000,000.00 and \$5,500,000.00.

The Old Second Bank Claim and the Confession Action

14. The Old Second mortgage loans have matured according to the terms thereof. For weeks prior to the Petition Date, the Debtor attempted to negotiate an extension of the Old Second mortgage loans with Old Second without success.

15. On May 22, 2017, Old Second filed a Complaint and Confession of Judgment (the “Confession Action”) in the Circuit Court of Kane County, Illinois (the “Kane County Court”) pursuant to which Old Second attempts to confess a judgment against the Debtor, Paul Sauser (“Paul”), Jonathan Sauser (“Jonathan”) and Rolf Anderson (“Rolf”), the Debtor’s principals, in an amount of approximately \$5,277,281.08 without notice.

16. Paul, Jonathan and Rolf are corporate members of the Debtor and are the essential individuals that are necessary to the Debtor’s continued business operations and the formulation and implementation of an exit strategy from the Debtor’s Chapter 11 case through confirmation of a Plan of Reorganization.

17. In the Confession Action, Old Second asserts that Paul, Jonathan and Rolf personally guaranteed all amounts allegedly due from the Debtor to Old Second.

18. Paul, Jonathan and Rolf have retained Counsel to represent them in the Confession Action and, on June 29, 2017, Paul, Jonathan and Rolf filed a Motion to Dismiss the Confession Action pursuant to 735 ILCS 5/2-619 (the "Motion to Dismiss").

19. In the Motion to Dismiss, Paul, Jonathan and Rolf assert that their purported personal guaranties are void for lack of consideration and, as a result, the revocation of the powers of attorney to confess judgment executed and served by Paul, Jonathan and Rolf upon Old Second are effective.

20. Although the Confession Action is stayed as to the Debtor pursuant to section 362 of the Bankruptcy Code as of the Petition Date and thereafter, Old Second has continued to litigate its claims asserted in the Confession Action against Paul, Jonathan and Rolf.

The Debtor's Chapter 11 Case

21. The filing of the Confession Action in the Kane County Court by Old Second and the inability to reach a resolution of the issues with Old Second were the primary triggering events for the commencement of the Debtor's Chapter 11 case.

22. By filing its Chapter 11 case, the Debtor protected certain of its Properties from foreclosure by Old Second and preserved the overall viability of its business and assets for the benefit of all creditors.

23. As evidenced by the terms and conditions of the Cash Collateral Orders and Adequate Protection Orders entered by this Court, the secured interests of Old Second in the Old Second Collateral are adequately protected within the meaning of sections 361, 362 and 363 of the Bankruptcy Code.

24. The Debtor has several options for an exit strategy from this Chapter 11 case. Each of these options provides a mechanism for the payment of all creditors' claims – including the claim of Old Second – in the context of a confirmable Plan of Reorganization (“Plan”).

25. The Debtor continues to negotiate with third parties for new and/or additional financing to support the funding of its Plan. Both the time and financial resources of Paul, Jonathan and Rolf are indispensable to the formulation and implementation of the Debtor's Chapter 11 exit strategy.

The Adversary Proceeding, Motion for Preliminary Injunction and Agreed Order for Injunction

26. On July 13, 2017, the Debtor filed a Complaint for Declaratory and Injunctive Relief pursuant to section 105 of the Bankruptcy Code against Old Second, thereby commencing the Adversary Proceeding commonly referred to as *Aspen Court, LLC v. Old Second National Bank*, Bankr. N.D. Ill. No. 17-00368 (the “Adversary Proceeding”).

27. In the Adversary Proceeding, the Debtor seeks declaratory and injunctive relief to stay or enjoin the continued prosecution of the Confession Action on the basis that the defendants in the Confession Action are ready, willing and able to make significant contributions of time and financial resources to the Debtor's reorganization, which will ensure the likelihood of success in this Chapter 11 case by the Debtor and further the global resolution of all creditor claims against the Debtor.

28. On July 20, 2017, the Debtor filed a Motion for Entry of Temporary Restraining Order and Preliminary Injunction (the “Injunction Motion”), seeking the entry of an Order preliminarily enjoining Old Second from continuing to prosecute the Confession Action against, or otherwise attempting to collect from, Paul, Jonathan and Rolf.

29. On September 12, 2017, immediately prior to the scheduled evidentiary hearing on the Injunction Motion, the Debtor and Old Second reached an agreement which resolved the Injunction Motion. This Agreement between the Debtor and Old Second is memorialized in an Agreed Order for Injunction entered by this Court on September 12, 2017 (the “Agreed Injunction Order”). A true and accurate copy of the Agreed Injunction Order is attached hereto as **Exhibit A**.

30. Pursuant to the Agreed Injunction Order, Old Second is enjoined, through October 31, 2017, from, among other things, taking any action against Paul, Jonathan and Rolf in the Confession Action. (**Exhibit A**, ¶ A). Under the Agreed Injunction Order, the injunction can be extended through November 30, 2017 in the event that one of two events occurs:

(i) by the end of October 31, 2017, the Debtor delivers to [Old Second] a copy of a commitment letter from a lender to the Debtor committing (subject to terms and conditions customarily contained in real estate loan commitment letters) to providing financing that will be used to pay [Old Second’s] claim in this case in full, or (ii) in the absence of such a commitment letter, by the end of November 1, 2017, the Debtor has filed a motion with this Court under 11 U.S.C. § 363 for the sale of those real properties in which [Old Second] claims a first mortgage interest[.]

(**Exhibit A**, ¶ B).

31. Despite its best efforts, the Debtor has yet to obtain a commitment letter from a lender for financing that would pay Old Second’s claim in full prior to October 31, 2017. The Debtor continues with these efforts with several potential refinancing sources.

RELIEF REQUESTED

32. The Debtor respectfully requests the entry of an Order granting the Debtor leave to sell the Old Second Collateral free and clear of liens, interests, claims and encumbrances pursuant to section 363 of the Bankruptcy Code.

Proposed Sale of the Old Second Collateral

33. In the Old Second Claim, Old Second asserts a secured claim (and no unsecured claim) against the Debtor in the amount of \$5,277,281. Old Second asserts that the value of the Old Second Collateral is between \$5,000,000.00 and \$5,500,000.00.

34. The valuation of the Old Second Collateral has major implications impacting the Debtor's ability to reorganize and confirm a Plan.

35. While the Debtor continues in its efforts to obtain refinancing, the Debtor also intends to simultaneously proceed with a sale process for the Old Second Collateral. In so doing, the Debtor is researching the market and identifying potential brokers to assist the Debtor in the sale process. These efforts should result in the identification of a successful broker and an initial buyer for the Old Second Collateral. Once a broker is selected, a separate motion to retain the broker will be filed with this Court. Similarly, once a buyer is identified, this Motion will be supplemented to identify the buyer and to establish particular sale procedures relating to the particular buyer.¹

36. Entry of an Order granting the Debtor leave to sell the Old Second Collateral is authorized and appropriate under the Bankruptcy Code. Section 363(b) of the Bankruptcy Code provides that "the trustee, after notice and a hearing, may use, sell, or lease other than in the ordinary course of business, property of the estate." 11 U.S.C § 363(b). Section 1107(a) of the Bankruptcy Code grants debtors-in-possession the powers of a trustee with respect to various matters including sales under section 363(b) of the Bankruptcy Code. 11 U.S.C. § 1107(a).

37. This Court's power to authorize a sale under section 363(b) of the Bankruptcy Code is to be exercised at its discretion, using a flexible, case-by-case approach. *In re Baldwin*

¹ The Debtor has provided notice of this Motion to the motion practice service list in this case. Once the Debtor has identified a buyer and files a supplement to this Motion, additional notice to others as required under the applicable rule will be provided.

United Corp., 43 B.R. 905 (Bankr. S.D. Ohio 1984). The key consideration is the Court's finding that a good business reason exists for the sale. *Stephens Indus., Inc. v. McClung*, 789 F.2d 386 (6th Cir. 1986).

[T]here must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business... Whether the proffered business justification is sufficient depends on the case. As the Second Circuit held in *Lionel*, the bankruptcy judge should consider all salient factors pertaining to the proceeding and, accordingly, act to further the diverse interests of the Debtors, creditors and equity holders, alike. He might, for example, look to such relevant factors as the proportionate value of the assets of the estate as whole, the amount of elapsed time since the filing, the likelihood that a plan of reorganization will be proposed and confirmed in the near future, the effect of the proposed disposition on future plans of reorganization, the proceeds to be obtained from the disposition vis-à-vis any appraisals of the property, which of the alternatives of use, sale or lease the proposal envision and, most importantly perhaps, whether the asset is increasing or decreasing in value. This list is not intended to be exclusive, but merely to provide guidance to the bankruptcy judge.

In re Walter, 83 B.R. 14, 19-20 (9th Cir. B.A.P. 1988) citing *In re Lionel Corp.*, 722 F.2d 1063, 1070-71 (2d Cir. 1983).

38. Under the circumstances of this Chapter 11 case, a good business reason exists for the sale of the Old Second Collateral. The Old Second Collateral likely has a value that exceeds the Old Second Claim. Authorizing a sale of the Old Second Collateral will not only resolve all issues with Old Second, but will also generate additional funds that may be utilized for the payment of other creditors' claims under a Plan. Moreover, the overall resolution of the disputed matters with Old Second will further the Debtor's entire exit strategy from this Chapter 11 case.

39. Old Second asserts a mortgage lien against the Old Second Collateral. The sale of the Old Second Collateral will be appropriately free and clear of liens, interests, claims and encumbrances pursuant to section 363(f) of the Bankruptcy Code. The mortgage lien of Old

Second, and the liens of any other entity claiming an interest in the Old Second Collateral, will attach to the sale proceeds with the same validity and priority as exists under state law pursuant to section 363(e) of the Bankruptcy Code.

40. The successful purchaser of the Old Second Collateral will take title to and possession of the Old Second Collateral free and clear of: (a) any mortgages, security interests, liens or encumbrances of any kind, including any administrative expenses or priority claim asserted herein and any interest of any other party; (b) any demands or claims of creditors of, or claims against the Debtor; (c) any interests of members or other interests in the Debtor; and (d) any person claiming through, by or on behalf of the Debtor, whether such claim, demand, lien or interest be direct or indirect, known or unknown, or claiming that the purchaser is a successor or successor-in-interest or pursuant to any other theory.

41. The filing of this Motion will extend the Agreed Injunction Order through November 30, 2017, thereby providing the same benefit to the Debtor of the ongoing efforts of Paul, Jonathan and Rolf in seeking refinancing and/or a sale without any of the negative consequences flowing from the re-commencement of the Confession Action in the Kane County Court. Clearly, the filing of this Motion, coupled with the effect of the filing of this Motion extending the Agreed Injunction Order, is in the best interests of the Debtor, creditors and this estate.

WHEREFORE, ASPEN COURT, LLC, Debtor/Debtor-in-Possession herein, respectfully requests the entry of an Order: (i) granting the Debtor leave to sell the Old Second Collateral free and clear of liens, interests, claims and encumbrances pursuant to section 363 of the Bankruptcy Code; and (ii) granting such other and further relief as this Court deems appropriate under the circumstances.

Respectfully submitted,

ASPEN COURT, LLC, *Debtor/Debtor in Possession*

By: /s/David K. Welch
One of its Attorneys

DEBTOR'S COUNSEL:

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Exhibit A

UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF ILLINOIS
 Eastern Division

In Re:) BK No.: 17-16064
Aspen Court, LLC)
) Chapter: 11
) Honorable Timothy A. Barnes
	Debtor(s))
Aspen Court, LLC) Adv. No.: 17-00368
)
	Plaintiff(s))
Old Second National Bank)
)
	Defendant(s))

AGREED ORDER FOR INJUNCTION

THIS MATTER COMING TO BE HEARD upon the Evidentiary Hearing relating to the Motion of Aspen Court, LLC, Debtor/Debtor-in-Possession herein, for Entry of Temporary Restraining Order and/or Preliminary Injunction ("Injunction Motion") against Old Second National Bank ("Bank"); the Bank having opposed the relief sought by the Debtor in the Injunction Motion; the Debtor and the Bank having resolved the issues presented in the Injunction Motion and the Bank's objections thereto; the Debtor and the Bank having agreed to the entry of this Agreed Order; and this Court being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- A) The Bank is enjoined from the date of the entry of this Agreed Order through October 31, 2017 from taking any action against Paul S. Sauser, Jonathan P. Sauser, and Rolf A. Anderson (collectively the "Guarantors") in the litigation brought by the Bank against the Guarantors which is pending in the Circuit Court of Kane County, Illinois, as case no. 17 L 267 (the "Kane County Action");
- B) The injunction set forth in lettered paragraph (A) above (the "Injunction") shall be extended through November 30, 2017, in the event either of the following occurs: (i) by the end of October 31, 2017, the Debtor delivers to the Bank a copy of a commitment letter from a lender to the Debtor committing (subject to terms and conditions customarily contained in real estate loan commitment letters) to providing financing that will be used to pay the Bank's claim in this case in full, or (ii) in the absence of such a commitment letter, by the end of November 1, 2017, the Debtor has filed a motion with this Court under 11 U.S.C. §363 for the sale of those real properties in which the Bank claims a first mortgage interest;
- C) To implement the Injunction, the Bank shall cause to be removed from the calendar of the Kane County Action any pending motion concerning judgments or other relief against the Guarantors and shall not cause such motion to be placed back on the calendar until the Injunction has expired. Nothing herein prevents the Bank from taking such other action as may be necessary to maintain the Kane

County Action (i.e., to prevent it from being dismissed for failure to prosecute) provided that such action does not seek relief against the Guarantors or the Debtor;

D) The Debtor shall not seek from the Bankruptcy Court an extension of the time period of the Injunction or any other stay of the rights of the Bank in the Kane County Action;

E) Notwithstanding anything herein, the Injunction shall not become effective until this Court has entered the Agreed Order for Adequate Protection (Old Second National Bank) in the form approved by the Debtor and the Bank in the Debtor's underlying Chapter 11 case; and

F) During the time the Injunction is effective, the Debtor shall from time-to-time as reasonably requested by the Bank furnish the Bank with (i) updates on the Debtor's efforts to sell or refinance the properties mortgaged to the Bank and (ii) rent rolls for the Debtor's properties.

AGREED AS TO FORM AND SUBSTANCE:

ASPEN COURT, LLC

By: /s/ David K. Welch

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Enter:



United States Bankruptcy Judge

Dated: **SEP 12 2017**

Prepared by:

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