

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

In re	:	Chapter 11
	:	
CENTAUR, LLC, <u>et al.</u>,¹	:	Case No. 10-10799 (KJC)
	:	
Debtors.	:	(Jointly Administered)
	:	

NOTICE OF (A) SETTLEMENT AMONG THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND THE PREPETITION FIRST LIEN AGENT PURSUANT TO RULE 9019 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE, (B) IMPROVED TREATMENT OF CLASS 3 – SECOND LIEN CLAIMS, CLASS 5 – VALLEY VIEW DOWNS UNSECURED CLAIMS AND CLASS 6 – GENERAL UNSECURED CLAIMS UNDER THE FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR CENTAUR, LLC AND ITS AFFILIATED DEBTORS AND (C) OPPORTUNITY FOR HOLDERS OF CLAIMS AND EQUITY INTERESTS ENTITLED TO VOTE ON THE PLAN TO VOTE TO ACCEPT THE PLAN, AS MODIFIED

TO ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS ENTITLED TO VOTE ON THE PLAN:

I. Proposed Settlement

Centaur, LLC (“Centaur”), on behalf of itself and its subsidiaries operating as debtors and debtors-in-possession (together with Centaur, the “Debtors”) in the jointly administered chapter 11 cases in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), the Official Committee of Unsecured Creditors appointed in the Debtors’ chapter 11 cases (the “Committee”) and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent (the “Prepetition First Lien Agent”) under that certain First Lien Revolving Credit and Term Loan Agreement, dated as of October 30, 2007 (as has been or may be further amended, restated, supplemented or otherwise modified from time to time), among Centaur, the Prepetition First Lien Agent and various lenders, have reached an amicable resolution of the Committee’s challenges to the validity, perfection and enforceability of the Prepetition Liens, the amount and allowability of the Prepetition Indebtedness, and otherwise brought against the Prepetition Secured Parties (as each such term is defined in the Final Order (A) Authorizing Use of Cash Collateral, (B) Granting Adequate Protection, and (C) Modifying the Automatic Stay [D.I. 205] (the “Final Cash Collateral Order”)) (each, a “Challenge”).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, if applicable, are: Centaur, LLC (8148); Centaur Colorado, LLC (9131); Centaur Indiana, LLC; Centaur Racing, LLC; Hoosier Park, L.P. (0820); HP Dining & Entertainment, LLC; Centaur Pennsylvania, LLC; VVD Properties General Partner, LLC; Valley View Downs GP, LLC; VVD Properties, LP (6808); Valley View Downs, LP (1028); Centaur PA Land Management, LLC; Centaur PA Land General Partner, LP; and Centaur PA Land, LP. Debtors Centaur PA Land, LP and Valley View Downs, LP filed their chapter 11 petitions on October 28, 2009. The remaining Debtors filed their chapter 11 petitions on March 6, 2010.

The Debtors, the Committee and the Prepetition First Lien Agent have entered into that certain Settlement Agreement (the "Settlement Agreement"), dated December 7, 2010, by and among the Debtors, the Committee and the Prepetition First Lien Agent, a copy of which is annexed to the Debtors' Motion for Entry of an Order (A) Approving Settlement Agreement by and Among the Debtors, the Official Committee of Unsecured Creditors and the Prepetition First Lien Agent Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and (B) in the Event the Court Requires Additional Disclosure With Respect to the Plan Modifications Resulting From the Settlement Agreement, Deeming the Notice of the Proposed Plan Modifications to be Adequate Disclosure and Fixing a Deadline to Amend Voting on the Proposed Modified Fourth Amended Joint Plan of Reorganization of Centaur, LLC and Its Affiliated Debtors filed with the Bankruptcy Court on December 7, 2010.

In order to effectuate the settlement (the "Settlement") set forth in the Settlement Agreement, the Debtors will amend the Fourth Amended Joint Chapter 11 Plan of Reorganization for Centaur, LLC and Its Affiliated Debtors [D.I. 764] (the "Plan"). Such amended plan of reorganization is referred to herein as the "Conforming Plan". Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

The following description of the Settlement Agreement is intended to inform interested parties of the terms of the Settlement and the Conforming Plan. Interested parties should refer to the Settlement Agreement for the complete and detailed terms of the Settlement and the terms of the Conforming Plan set forth therein. In the event of any inconsistencies between the following description of the Settlement and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall govern.

II. Conforming Plan

A. Improved Treatment of Class 3 – Second Lien Claims

Pursuant to the Conforming Plan, each holder of an Allowed Second Lien Claim shall receive (i) a Pro Rata Share, in accordance with its Pro Rata Share of the Allowed First Lien Deficiency Claims, Allowed Second Lien Claims, Allowed Valley View Downs Unsecured Claims and Allowed Intercompany Claims against Valley View Downs, LP, of the Cash proceeds remaining after payment of Allowed L/C Claims, Allowed Administrative Expense Claims and Allowed Intercompany Financing Claims against Valley View Downs, LP of (y) any Assets of Valley View Downs, LP and (z) any sale that results in the transfer, directly or indirectly, of any Asset of Valley View Downs, LP, including through the sale of an Equity Interest, to the extent, in the case of each of clauses (y) and (z), the Assets of Valley View Downs, LP are not collateral or proceeds of collateral of the Prepetition First Lien Agent and (ii) a Pro Rata Share, in accordance with its Pro Rata Share of the aggregate of the Allowed First Lien Deficiency Claims, Allowed Second Lien Claims, Allowed Valley View Downs Unsecured Claims, Allowed General Unsecured Claims and Allowed Intercompany Claims against Valley View Downs, LP, of Litigation Trust Interests.

If, however, Class 3 – Second Lien Claims accepts the Conforming Plan, each holder of an Allowed Second Lien Claim shall receive (a) a Pro Rata Share, in accordance with its Pro Rata Share of Allowed Second Lien Claims, of \$3.4 million aggregate face amount of type "B"

NewCo PIK Notes, and (b) a Pro Rata Share, in accordance with its Pro Rata Share of the aggregate of the Allowed First Lien Deficiency Claims, Allowed Second Lien Claims, Allowed Valley View Downs Unsecured Claims, Allowed General Unsecured Claims and, if Class 5 – Valley View Downs Unsecured Claims does not accept the Conforming Plan, Allowed Intercompany Claims against Valley View Downs, LP, of Litigation Trust Interests.

ANY HOLDER OF AN ALLOWED SECOND LIEN CLAIM THAT MAKES THE CONVENIENCE CLASS ELECTION SHALL RECEIVE TREATMENT IN CLASS 7 – CONVENIENCE CLAIMS CONSISTENT WITH SUCH ELECTION.

Holders of Second Lien Claims are advised that it is the position of the Debtors, the Committee and the Prepetition First Lien Agent that, pursuant to the Final Cash Collateral Order, the Prepetition First Lien Claimholders are, as to all parties-in-interest other than the Committee, and will, as to the Committee, be deemed to have a valid and perfected lien on all of the Debtors' Assets (including the L/C Cash (as such term is defined in the Disclosure Statement Relating to the Fourth Amended Joint Chapter 11 Plan of Reorganization for Centaur, LLC and Its Affiliated Debtors)) unless the validity of such liens are successfully challenged in accordance with the procedure set forth in the Final Cash Collateral Order. Thus, as a consequence of the Settlement, and for purposes of distributions under the Conforming Plan, subject to the occurrence of the Conforming Plan Effective Date, it is the position of the Debtors, the Committee and the Prepetition First Lien Agent that no Challenges other than the Committee's Challenges were commenced timely and that there are, as to all parties-in-interest other than the Committee, and will, as to the Committee, be no unencumbered Assets of the Debtors, including, but not limited to, Valley View Downs, LP. **Accordingly, if Class 3 – Second Lien Claims does not accept the Conforming Plan, holders of Allowed Second Lien Claims will likely receive no recovery under the Conforming Plan on account of their Allowed Second Lien Claims other than a Pro Rata Share, in accordance with its Pro Rata Share of the aggregate of the Allowed First Lien Deficiency Claims, Allowed Second Lien Claims, Allowed Valley View Downs Unsecured Claims, Allowed General Unsecured Claims and Allowed Intercompany Claims against Valley View Downs, LP, of Litigation Trust Interests.**

B. Improved Treatment of Class 5 – Valley View Downs Unsecured Claims

Pursuant to the Conforming Plan, each holder of an Allowed Valley View Downs Unsecured Claim shall receive (i) a Pro Rata Share, in accordance with its Pro Rata Share of the aggregate of the Allowed First Lien Deficiency Claims, Allowed Second Lien Claims, Allowed Valley View Downs Unsecured Claims and Allowed Intercompany Claims against Valley View Downs, LP, of the Cash proceeds remaining after payment of Allowed L/C Claims, Allowed Administrative Expense Claims and Allowed Intercompany Financing Claims against Valley View Downs, LP of (y) any Assets of Valley View Downs, LP and (z) any sale that results in the transfer, directly or indirectly, of any Asset of Valley View Downs, LP, including through the sale of an Equity Interest, to the extent, in the case of each of clauses (y) and (z), the Assets of Valley View Downs, LP are not collateral or proceeds of collateral of the Prepetition First Lien Agent, and (ii) a Pro Rata Share, in accordance with its Pro Rata Share of the aggregate of the Allowed First Lien Deficiency Claims, Allowed Second Lien Claims, Allowed Valley View Downs Unsecured Claims, Allowed General Unsecured Claims and Allowed Intercompany Claims against Valley View Downs, LP, of Litigation Trust Interests.

If, however, Class 5 – Valley View Downs Unsecured Claims accepts the Conforming Plan, each holder of an Allowed Valley View Downs Unsecured Claim shall receive (a) the lesser of 50% of its Allowed Valley View Downs Unsecured Claim or \$1.5 million in Cash, no later than the sixtieth (60th) Business Day following the occurrence of the Conforming Plan Effective Date and thereafter consistent with the provisions of the Conforming Plan regarding interim and final distributions, and (b) a Pro Rata Share, in accordance with its Pro Rata Share of the aggregate of the Allowed First Lien Deficiency Claims, Allowed Second Lien Claims, Allowed Valley View Downs Unsecured Claims, Allowed General Unsecured Claims and, if Class 3 – Second Lien Claims does not accept the Conforming Plan, Allowed Intercompany Claims against Valley View Downs, LP, of Litigation Trust Interests.

IF CLASS 5 – VALLEY VIEW DOWNS UNSECURED CLAIMS ACCEPTS THE CONFORMING PLAN, ANY HOLDER OF AN ALLOWED VALLEY VIEW DOWNS UNSECURED CLAIM THAT MAKES THE CONVENIENCE CLASS ELECTION BUT WOULD RECEIVE A GREATER DISTRIBUTION AS A RESULT OF THE IMPROVED TREATMENT OF ITS CLAIM UNDER THE CONFORMING PLAN HAD SUCH HOLDER NOT MADE THE CONVENIENCE CLASS ELECTION, SHALL RECEIVE THE FOREGOING IMPROVED TREATMENT NOTWITHSTANDING SUCH ELECTION AND WITHOUT ANY FURTHER ACTION BY THE HOLDER OF SUCH CLAIM. OTHERWISE, ANY HOLDER OF AN ALLOWED VALLEY VIEW DOWNS UNSECURED CLAIM THAT MAKES THE CONVENIENCE CLASS ELECTION SHALL RECEIVE TREATMENT IN CLASS 7 – CONVENIENCE CLAIMS CONSISTENT WITH SUCH ELECTION.

Holders of Valley View Downs Unsecured Claims are advised that it is the position of the Debtors, the Committee and the Prepetition First Lien Agent that, pursuant to the Final Cash Collateral Order, the Prepetition First Lien Claimholders are, as to all parties-in-interest other than the Committee, and will, as to the Committee, be deemed to have a valid and perfected lien on all of the Debtors' Assets (including the L/C Cash) unless the validity of such liens are successfully challenged in accordance with the procedure set forth in the Final Cash Collateral Order. Thus, as a consequence of the Settlement, and for purposes of distributions under the Conforming Plan, subject to the occurrence of the Conforming Plan Effective Date, it is the position of the Debtors, the Committee and the Prepetition First Lien Agent that no Challenges other than the Committee's Challenges were commenced timely and that there are, as to all parties-in-interest other than the Committee, and will, as to the Committee, be no unencumbered Assets of the Debtors, including, but not limited to, Valley View Downs, LP. **Accordingly, if Class 5 – Valley View Downs Unsecured Claims does not accept the Plan, holders of Allowed Valley View Downs Unsecured Claims will likely receive no recovery under the Conforming Plan on account of their Allowed Valley View Downs Unsecured Claims other than a Pro Rata Share, in accordance with its Pro Rata Share of the aggregate of the Allowed First Lien Deficiency Claims, Allowed Second Lien Claims, Allowed Valley View Downs Unsecured Claims, Allowed General Unsecured Claims and Allowed Intercompany Claims against Valley View Downs, LP, of Litigation Trust Interests.**

C. Improved Treatment of Class 6 – General Unsecured Claims

Pursuant to the Conforming Plan, each holder of an Allowed General Unsecured Claim shall receive (i) the lesser of 50% of its Allowed General Unsecured Claim or \$650,000 in Cash, no later than the sixtieth (60th) Business Day following the occurrence of the Conforming Plan Effective Date and thereafter consistent with the provisions of the Conforming Plan regarding interim and final distributions, and (ii) a Pro Rata Share, in accordance with its Pro Rata Share of the aggregate of the Allowed First Lien Deficiency Claims, Allowed Second Lien Claims, Allowed Valley View Downs Unsecured Claims, Allowed General Unsecured Claims and, if Class 3 – Second Lien Claims does not accept the Conforming Plan, and/or if Class 5 – Valley View Downs Unsecured Claims does not accept the Conforming Plan, Allowed Intercompany Claims against Valley View Downs, LP, of Litigation Trust Interests.

ANY HOLDER OF AN ALLOWED GENERAL UNSECURED CLAIM THAT MAKES THE CONVENIENCE CLASS ELECTION BUT WOULD RECEIVE A GREATER DISTRIBUTION AS A RESULT OF THE IMPROVED TREATMENT OF ITS CLAIM UNDER THE CONFORMING PLAN HAD SUCH HOLDER NOT MADE THE CONVENIENCE CLASS ELECTION, SHALL RECEIVE THE FOREGOING IMPROVED TREATMENT NOTWITHSTANDING SUCH ELECTION AND WITHOUT ANY FURTHER ACTION BY THE HOLDER OF SUCH CLAIM.

D. Modifications to the Litigation Trust

Pursuant to the Conforming Plan, the Litigation Trustee shall be selected by the Debtors, consulting with the Prepetition First Lien Agent and the Committee. The Litigation Trustee shall not be affiliated with the Debtors, Existing Management or any other officer, director, manager, agent, professional or employee of the Debtors or the Reorganized Debtors. The Litigation Trustee shall have the duty, among other things, to provide oversight on behalf of holders of General Unsecured Claims as to Plan Distributions.

In addition, the Litigation Trust shall be funded on the Conforming Plan Effective Date with \$100,000 (the “Administrative Fund”) and capitalized with the Designated Avoidance Actions. The first proceeds, if any, of the Designated Avoidance Actions in an amount equal to the Administrative Fund shall be distributed by the Litigation Trustee to the Prepetition First Lien Agent for distribution to the Prepetition First Lien Claimholders as reimbursement of the use of the Prepetition First Lien Claimholders’ cash collateral to fund the Administrative Fund prior to any distributions made to beneficiaries of the Litigation Trust. The Administrative Fund shall be used by the Litigation Trustee and any professionals the Litigation Trustee may employ to review and evaluate the Designated Avoidance Actions and determine whether the Designated Avoidance Actions may be asserted in order to achieve recoveries for the beneficiaries of the Litigation Trust, to support, in part, and subject to Litigation Trust advisory board approval, any prosecution of the Designated Avoidance Actions, and to effectuate distributions from the Litigation Trust of any proceeds of the Designated Avoidance Actions. If the Litigation Trustee decides not to prosecute the Designated Avoidance Actions, then the balance of the Administrative Fund shall be returned to the Prepetition First Lien Agent for distribution to the

Prepetition First Lien Claimholders as soon as practicable after the making of such decision by the Litigation Trustee.

Finally, the Litigation Trust Declaration shall provide that the Litigation Trustee shall be subject to the direction of a Litigation Trust advisory board. The Prepetition First Lien Agent or its designee and the Committee shall each be empowered to designate a representative to sit on the Litigation Trust advisory board. Members of the Litigation Trust advisory board shall not be entitled to receive compensation for serving on the Litigation Trust advisory board.

E. Modifications to Exculpation, Release and Injunctions Provisions Appearing in the Plan

Holders of General Unsecured Claims and Valley View Downs Unsecured Claims that accept the Conforming Plan shall receive a release of liability in respect of any Avoidance Actions or Causes of Action in the Conforming Plan, except in respect of, in connection with and relating to, the Designated Avoidance Actions. Without limiting the foregoing, the Committee, each of its members and former members (in their capacities as Committee members) and its professionals shall receive exculpation, releases and injunctive protections in the same form and substance as the exculpation, releases and injunctive protections for the Debtors and their affiliates as recited currently in the Plan.

F. Deemed Allowance of PREIT's Valley View Downs Unsecured Claims

The Valley View Downs Unsecured Claim of PR Valley View Downs, L.P. in the filed amount of \$58,186,857.02 and the Valley View Downs Unsecured Claim of PREIT-RUBIN, Inc. in the filed amount of \$3 million shall be Allowed for purposes of distributions under the Conforming Plan by the Confirmation Order as a single Valley View Downs Unsecured Claim in an amount equal to \$61,186,857.02 (the "PREIT Valley View Downs Unsecured Claim"). Each of PR Valley View Downs, L.P. and PREIT-RUBIN, Inc. shall be entitled to vote its respective Valley View Downs Unsecured Claim in the aforementioned amounts. The allowance of the PREIT Valley View Downs Unsecured Claim for the above stated purposes is not a condition precedent to PR Valley View Downs, L.P. and PREIT-RUBIN, Inc.'s right to receive the aforementioned treatment in the Conforming Plan, including, without limitation, to receive the greater of (a) \$10,000 in Cash, or (b) the lesser of 50% of the Allowed PREIT Valley View Downs Unsecured Claim or \$1.5 million in Cash, no later than the sixtieth (60th) Business Day following the occurrence of the Conforming Plan Effective Date. In the event the Conforming Plan Effective Date does not occur, the allowance of the PREIT Valley View Downs Unsecured Claim for purposes of distributions under the Conforming Plan shall be null and void and shall not be deemed an admission as to the amount, character or nature of PR Valley View Downs, L.P.'s and PREIT-RUBIN, Inc.'s Valley View Downs Unsecured Claims.

III. Stay of Challenge Litigation

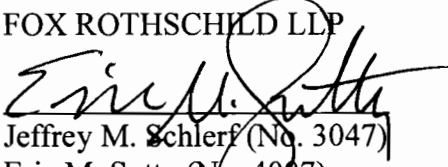
The Complaint asserting the Committee's Challenges and the related adversary proceeding will be stayed pending the occurrence of the Conforming Plan Effective Date. The failure of holders of Valley View Downs Unsecured Claims and/or Second Lien Claims to accept the Conforming Plan as a class shall not alter that stay and resolution on a final basis by

dismissal with prejudice, subject to the occurrence of the Conforming Plan Effective Date, of the Committee's Challenges, the Complaint, the related adversary proceeding and all related contests. If the Settlement Agreement is terminated, including as a result of the failure of the Conforming Plan Effective Date to occur, the Committee may resume prosecution of the Complaint and any related contested matters. On the Conforming Plan Effective Date, the Committee will dismiss with prejudice the Complaint, the related adversary proceeding and all related contests.

IV. Opportunity for Holders of Claims and Equity Interests Entitled to Vote on the Plan to Cast Ballots to Accept the Conforming Plan

All ballots cast to accept or reject the Conforming Plan must be properly completed, executed and mailed or delivered to the Debtors' Solicitation and Tabulation Agent, Centaur, LLC et al., c/o AlixPartners, LLP, 2101 Cedar Springs Road, Suite 1100, Dallas, Texas 75201, so that they are ACTUALLY RECEIVED no later than **4:00 p.m., Eastern Time, on January 3, 2011** (the "Voting Deadline"). If your ballot is not properly completed or received by such time, it will not be counted as a vote to accept or reject the Conforming Plan. Ballots transmitted by facsimile, telecopy transmission or electronic mail will not be accepted and will not be counted as a vote to accept or reject the Conforming Plan. Pursuant to the Order (I) Approving the Disclosure Statement Relating to the Fourth Amended Joint Chapter 11 Plan of Reorganization for Centaur, LLC and Its Affiliated Debtors; (II) Approving the Form of Ballots and Proposed Solicitation and Tabulation Procedures for the Plan and Plan Confirmation Process; (III) Approving the Solicitation Packages Describing the Form and Manner of Notice of Distribution Thereof; and (IV) Scheduling a Hearing on Confirmation [D.I. 783], the last ballot received from the holder of a Claim or Equity Interest prior to the Voting Deadline shall be the ballot that is counted, unless otherwise ordered by the Bankruptcy Court. Accordingly, a holder of a Claim or Equity Interest entitled to vote on the Plan that already cast its ballot to reject the Plan may cast a superseding ballot to accept the Conforming Plan, so long as the superseding ballot is ACTUALLY RECEIVED by the Debtors' Solicitation and Tabulation Agent at the address set forth above no later than the Voting Deadline.

Dated: December 7, 2010
Wilmington, Delaware

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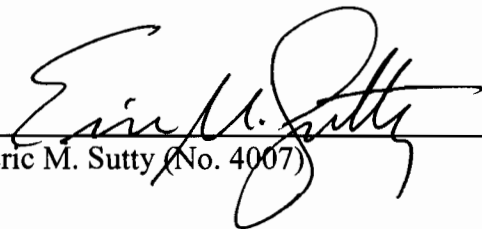
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CERTIFICATE OF SERVICE

I, Eric M. Suttty, hereby certify that on this 9th day of December 2010, a true and correct copy of the Notice of (A) Settlement Among the Debtors, the Official Committee of Unsecured Creditors and the Prepetition First Lien Agent Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, (B) Improved Treatment of Class 3 – Second Lien Claims, Class 5 – Valley View Downs Unsecured Claims And Class 6 – General Unsecured Claims Under the Fourth Amended Joint Chapter 11 Plan Of reorganization for Centaur, LLC and its Affiliated Debtors and (C) Opportunity For Holders of Claims and Equity Interests Entitled to Vote on the Plan to Vote to Accept the Plan, as Modified was served upon the parties listed on the service list attached hereto as Exhibit A via hand delivery.


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