**UNITED STATES BANKRUPTCY COURT**
**NORTHERN DISTRICT OF ILLINOIS**
**EASTERN DIVISION**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| CAESARS ENTERTAINMENT OPERATING COMPANY, INC., *et al.*, | ) | Case No. 15-01145 (ABG) |
| | ) | (Jointly Administered) |
| Debtors. | ) | |

**FIRST LIEN NOTES PARTIES' JOINT RESPONSE TO DEBTORS' MOTION FOR THE ENTRY OF AN ORDER APPROVING APPOINTMENT OF A MEDIATOR TO MEDIATE ISSUES RELATED TO A CHAPTER 11 PLAN OF REORGANIZATION**

The Ad Hoc Committee of First Lien Noteholders (the "1L Notes Committee")[1] and UMB Bank, N.A., solely in its capacity as successor indenture trustee for the Debtors' first lien notes (the "1L Notes Trustee," and collectively, the "First Lien Notes Parties"), submit this joint response to the above-captioned debtors' (the "Debtors") motion (the "Mediation Motion") [Dkt. No. 3195] for an order appointing a mediator.[2]

**STATEMENT IN SUPPORT OF THE MEDIATION MOTION**

1. The First Lien Notes Parties believe that a court appointed mediator has the potential at this critical juncture in these cases to assist the parties in reaching consensus. Therefore, the First Lien Notes Parties support the relief requested in the Debtors' Mediation Motion to the extent set forth herein. As explained in the Mediation Motion, the Bond RSA was executed in December 2014 and has been amended and restated from time to time thereafter. The plan contemplated by the Bond RSA provides that first lien noteholders are to receive a recovery through a combination of cash, and debt and equity securities.

[1] The 1L Notes Committee's membership is set forth in the Rule 2019 Statement at Dkt. 3134.

[2] Capitalized terms used, but not defined, herein have the meanings ascribed to them in the Mediation Motion.

2. The considerable delays and the weakening in the debt and equity markets since negotiation (and renegotiation) of the Bond RSA have caused a very substantial decline in the value of the debt and equity securities proposed to be distributed to the first lien noteholders under the Bond RSA. Those debt and equity securities comprise a majority of first lien noteholder recoveries, so the decline in their value will have a material adverse impact upon the value of the total consideration first lien noteholders were to have received under the plan.

3. Moreover, on February 15, 2016, two milestones in the Bond RSA will not have been met; namely, approval of a proposed disclosure statement and approval of a backstop commitment agreement. Nonetheless, in an effort to maintain important momentum toward a plan, the 1L Notes Committee has been working and will continue to work in good faith toward completion of the definitive documentation contemplated by the Bond RSA. However, the 1L Notes Committee's willingness to extend those (and other) milestones will require further amendments to the Bond RSA that, among other things, adequately address, and correct for, the significant value lost in the debt and equity securities contemplated to be issued by the Debtors under their plan. Those amendments will provide the Debtors with an added degree of certainty with respect to the Bond RSA. We expect that those necessary amendments can be negotiated and finalized in short order, without the assistance of a mediator. Indeed, the Bond RSA has been amended on multiple occasions through good faith negotiations among the parties. We expect these amendments to follow a similar path.

4. With an amended Bond RSA, including milestones in line with the Debtors' pending request for an extension of exclusivity (filed contemporaneously with the Mediation Motion), the Debtors' proposed mediation should provide an effective process that will facilitate a constructive dialog among the Debtors, CEC and the various stakeholders in these cases, while

the Debtors pursue a parallel path toward disclosure statement approval and plan confirmation. Indeed, the appointment of a respected third party mediator (such as a current or former bankruptcy judge) to forge consensus has proven effective in similar large, complex and contentious bankruptcies (such as *Washington Mutual*, *Residential Capital*, and *City of Detroit*). And, an amended Bond RSA coupled with the forthcoming Examiner's Report will provide a framework for a settlement and plan around which the parties can negotiate. Significantly, while a mediation will hopefully facilitate consensus, it should not derail the plan process. Once the Examiner's report is issued, it is critical that both processes (mediation and confirmation) proceed on parallel paths in earnest with the ultimate goal of the Debtors' exit from bankruptcy as expeditiously as possible.

5. The 1L Notes Committee and the 1L Notes Trustee are willing to participate in any mediation.[3] However, to facilitate direct participation by individual members of the 1L Notes Committee, any mediation order should establish appropriate protections to ensure that such participation in the mediation (and the receipt of information incidental to such participation) will not unduly restrict or limit their ability to continue to trade in the Debtors' securities.[4] This issue has been effectively addressed in connection with mediations in other large complex cases.

[3] Although the Mediation Motion does not expressly identify the 1L Notes Trustee as a party to the mediation, such participation is entirely consistent with the mediation process contemplated by the Mediation Motion, and the 1L Notes Trustee requests that it be permitted to participate in any mediation this Court may authorize.

[4] While the 1L Notes Committee assumes that these concerns are shared by the similarly situated Ad Hoc Group of First Lien Bank Lenders, they are likely not relevant to the other "relevant key stakeholders" identified by the Debtors in their Mediation Motion (at ¶ 8). The individuals serving on the official unsecured and second lien committees presumably do not actively trade in the Debtors' securities by virtue of their service on the official committees. Nor do the indenture trustees for the unsecured notes.

6. For example, in the *Residential Capital* cases, Judge Glenn entered a mediation order containing, among other things, language protecting the meditation parties from the assertion of claims allegedly arising out of such parties' trading in the debtors' securities while in possession of confidential settlement proposals. *See* Order in Aid of Mediation and Settlement, *In re Residential Capital, LLC*, Case No. 12-12020 (Bankr. S.D.N.Y. July 26, 2013), Dkt No. 4379 (a copy of which is annexed hereto as Annex A); *see also* Order in Aid of Settlement Discussions, *In re Vitro, S.A.B. de C.V.*, Case No. 11-33335, (Bankr. N.D. Tex. Jan. 26, 2012), Dkt No. 311 (a copy of which is annexed hereto as Annex B).

7. Alternatively, if necessary, certain members of the 1L Notes Committee would enter into mutually-acceptable confidentiality agreements that are limited in duration and provide for the public disclosure at the appropriate time of information provided to them during the mediation – a process that is used regularly in negotiations with bondholders and was used to negotiate the Bond RSA and its amendments in the first instance. This practice was also used in the mediation that occurred in the City of Detroit's chapter 9 case. *See* Limited Order Modifying the Mediation Order, *City of Detroit*, Case No. 13-53846 (Bankr. E.D. Mich. Oct. 16, 2014), Dkt No. 7968 (a copy of which is annexed hereto as Annex C).

8. In sum, with an amended Bond RSA and extended milestones, the Debtors' proposed mediation may be precisely what these cases need to avoid further delays and costs associated with wasteful and unnecessary litigation. While there can be no guarantees that mediation will ultimately succeed, investing in a court sponsored mediation following issuance of the Examiner report is a sensible and worthwhile path to pursue.

WHEREFORE the First Lien Notes Parties respectfully request that the Mediation Motion be granted as set forth above and the Court order such additional and appropriate relief as is just and proper.

Dated: February 10, 2016

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# ANNEX A

**UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF NEW YORK**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| RESIDENTIAL CAPITAL, LLC, et al., | ) | Case No. 12-12020 (MG) |
| Debtors. | ) | (Jointly Administered) |

## ORDER IN AID OF MEDIATION AND SETTLEMENT

On December 26, 2012, the Court entered that certain Order Appointing Mediator [Docket No. 2519],[1] appointing the Honorable James M. Peck as mediator (the "**Mediator**") (as extended by the Orders Extending Appointment of Honorable James M. Peck as Mediator, dated March 5, 2013 and June 4, 2013 [Docket Nos. 3101 and 3877]) (the **"Mediation Order"**); and on June 26, 2013, the Court entered that certain Order Granting Debtors' Motion for an Order Under Bankruptcy Code Sections 105(A) and 363(B) Authorizing the Debtors to Enter into a Plan Support Agreement with Ally Financial Inc., the Creditors' Committee and Certain Consenting Claimants [Docket No. 4098] (the **"PSA Order"**); and it appearing that, pursuant to the PSA Order, the above-captioned debtors and debtors in possession (the "**Debtors**") and the statutory committee of creditors appointed in these cases (the **"Committee"**) intend to pursue implementation of a "Global Settlement" through confirmation of a plan; and it appearing that certain parties in interest or any trustee, affiliate or agent acting on behalf of any such party in interest, including the holders of certain Junior Secured Notes[2] (the **"Junior Secured Noteholders"**), are not party to the Global Settlement (collectively, the **"Non-Settling**

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1 Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Mediation Order.

2 The 9.625% Junior Secured Guaranteed Notes due 2015 issued under that certain Indenture dated as of June 6, 2008.

**Parties"**); and it appearing that entry of this order (the **"Supplemental Mediation Order"**) will facilitate mediation and settlement discussions among the Debtors, the Committee, the Consenting Claimants and the Non-Settling Parties (collectively, the **"Mediation Parties"** and each a **"Mediation Party"**); and the Debtors, the Committee, the Ad Hoc Group of Junior Secured Noteholders (the **"Ad Hoc Group"**), and the Mediator having reviewed the terms of this Supplemental Mediation Order; and the Ad Hoc Group having moved for entry of this Supplemental Mediation Order (the **"Motion"**); and this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is **GRANTED** solely to the extent set forth below.

2. The Supplemental Mediation Order supplements the Mediation Order, as set forth herein.

3. No Mediation Party, including any Junior Secured Noteholder, shall (a) be or become an insider, a temporary insider or fiduciary of any Debtor, any affiliate of any Debtor, or any residential mortgage backed securitization trust for which any of the Debtors or affiliates thereof act or acted as sponsor, depositor, servicer, master servicer, or other similar capacity (an "**RMBS Trust**" and collectively with the Debtors and any affiliates of the Debtors, the "**Debtor Parties**"), (b) be deemed to owe any duty to any of the Debtor Parties, (c) undertake any duty to any party in interest, (d) be deemed to misappropriate any information of any of the Debtor Parties, with respect to each of foregoing clauses (a) through (d), as a result of (x) participating in any mediation conference conducted pursuant to the Mediation Order (a

**"Mediation Conference"**) or settlement conference without reliance on the Mediation Order (a **"Settlement Conference"**), or (y) being aware, or in possession, of any settlement proposal or counterproposal (each, a **"Settlement Proposal"**) delivered or received by any party in interest or their agents or advisors in connection with a Mediation Conference or Settlement Conference, or (z) acting together in a group with other holders of securities of the Debtor Parties (**"Debtor Party Securities"**).

4. No party in interest in these bankruptcy cases, including each of the Debtors or any successor to the Debtors, shall have any claim, defense, objection, or cause of action of any nature against a Mediation Party or any other basis to withhold, subordinate, disallow, or delay payment or issuance of any consideration to a Mediation Party on account of a claim based on such Mediation Party's trading in Debtor Party Securities by reason of a Mediation Party's participation in any Mediation Conference or Settlement Conference or while having knowledge of (a) information that, at the time of such trading, such Mediation Party has no duty of confidentiality with respect to pursuant a Confidentiality Agreement (as defined below), or (b) a Settlement Proposal, whether or not such Settlement Proposal is confidential; provided, however, that nothing herein shall be deemed to waive any claims for non-compliance with this Supplemental Mediation Order or any other contractual confidentiality obligations.

5. The terms of any confidentiality agreement entered into between any Mediation Party and the Debtors (each, a **"Confidentiality Agreement"**) and the Mediation Order shall govern any issues with respect to any party's disclosure of any material non-public information of the Debtor Parties to a Mediation Party, including the Junior Secured Noteholders. A Mediation Party shall have no duty of confidentiality or otherwise with respect to material non-public information except as expressly set forth in a Confidentiality Agreement;

provided, however, that, notwithstanding the foregoing, any Mediation Party that participated in mediation sessions prior to the date of entry of this Supplemental Mediation Order shall remain bound by the terms of the Mediation Order and/or any Confidentiality Agreement it entered into with the Debtors. In the event that, from and after the date of entry of this Supplemental Mediation Order, a party shares material non-public information of the Debtor Parties with a Mediation Party other than pursuant to a Confidentiality Agreement, the Debtors shall promptly, but in no event less than twenty-four (24) hours after receipt of a demand by a Mediation Party, make such material non-public information public; provided, however, that such disclosure by the Debtors shall not in any way relieve any party of liability on account of having shared such material non-public information of the Debtor Parties with a Mediation Party other than pursuant to a Confidentiality Agreement. Absent such disclosure, each Mediation Party is authorized to disclose such material non-public information.

6. Solely with respect to the Junior Secured Noteholders, such Mediation Conference shall be deemed terminated on August 16, 2013 at the time at which the Debtors make the Public Disclosure (as defined in a Confidentiality Agreement) unless extended with the consent of the Debtors, the Committee, and a majority of the Junior Secured Noteholders participating in a Mediation Conference.

7. Nothing in this Supplemental Mediation Order is intended to, nor shall it, waive, release, compromise, or impair in any way whatsoever, any claims or defenses that any party has or may have, whether now known or unknown, in connection with or relating to acts or omissions that took place prior to the entry of this Supplemental Mediation Order.

8. This Court shall retain jurisdiction with respect to all matters arising or related to the implementation of this Supplemental Mediation Order.

9. Settlement Proposals shall remain confidential unless each of the Mediation Parties agrees in writing to the disclosure of any Settlement Proposal.

10. Settlement Proposals shall be subject to protection under Rule 408 of the Federal Rules of Evidence.

11. Nothing in this Supplemental Mediation Order shall be binding on any governmental entity seeking to enforce the securities laws in actions or proceedings outside of these bankruptcy cases.

Dated: July 26, 2013
New York, New York

**/s/Martin Glenn**
MARTIN GLENN
United States Bankruptcy Judge

# ANNEX B

**The following constitutes the ruling of the court and has the force and effect therein described.**

Harlin DeWayne Hale

**United States Bankruptcy Judge**

**Signed January 26, 2012**

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**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**DALLAS DIVISION**

| | | |
|---|---|---|
| In re: | § | Chapter 15 |
| | § | |
| VITRO, S.A.B. de C.V. | § | Case No. 11-33335-hdh-15 |
| | § | |
| Debtor in a Foreign Proceeding | § | |
| | § | |

**ORDER IN AID OF SETTLEMENT DISCUSSIONS**

Upon the motion (the "Motion")[1] of the members of the Ad Hoc Group of Vitro Noteholders (the "Noteholders"), as holders of or managers of entities that hold beneficial interests in three series of Notes issued by Vitro, S.A.B. de C.V. ("Vitro"), and parties in interest in the above-captioned chapter 15 case, for an order in aid of settlement discussions pursuant to the *Sua Sponte* Order Regarding Settlement Discussions, dated December 22, 2011 [Docket No. 252] (the "Settlement Conferences Order"); and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the consideration of the Motion and the relief requested therein being a core proceeding in accordance with 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28

[1] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

U.S.C. §§ 1408 and 1409; and the Court having considered the papers filed in support of the Motion and all responses or objections to the Motion; and the Court having found that appropriate and adequate notice and an opportunity for hearing on the Motion have been given as required by the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules; and after due deliberation and sufficient cause appearing therefor;

Now, therefore, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED**, as modified herein.

2. The Court hereby **FINDS, DETERMINES, ADJUDICATES AND DECREES** that:

(a) "Settlement Proposal" shall mean: (i) ***on and after March 1, 2012***, any and all settlement proposals and counterproposals, other than an agreement in principle acceptable to all Participating Parties (as defined below) and subject to definitive documentation (an "Agreement in Principle"), delivered or received by any Participating Party during a Settlement Conference (as defined below) and (ii) ***prior to March 1, 2012***, any and all settlement proposals and counterproposals, delivered or received by any Participating Party (as defined below) during a Settlement Conference (as defined below) other than (y) any settlement proposal or counterproposal that has neither been accepted or rejected by the party receiving it nor has expired by its terms, thereby remaining capable of being accepted by the party receiving it (a "Live Proposal"), and (z) an Agreement in Principle;

(b) Settlement Proposals shall not constitute material nonpublic information;

(c) Settlement Proposals, Live Proposals and Agreements in Principle shall remain confidential unless each of the Participating Parties agrees in writing to the disclosure of any Settlement Proposal, Live Proposal or Agreement in Principle;

(d) Settlement Proposals shall be subject to protection under Rule 408 of the Federal Rules of Evidence;

(e) no Participating Party shall (i) be or become an insider or fiduciary of Vitro or any Vitro Party (as defined below) or any other party in interest, (ii) undertake any duty to any party in interest, including, without limitation, to any Vitro Party, or (iii) be limited in its ability to buy, sell, or trade any security, including, without limitation, any security issued by

any Vitro Party, in each case: (x) by virtue of such Participating Party's status as a holder of notes issued by Vitro, (y) by acting together in a group with other holders of notes issued by Vitro, or (z) by participating in any Settlement Conference or receiving information in connection therewith, with or without a Settlement Conference Confidentiality Agreement (as defined below) in place;

(f) if any Participating Party buys, sells, or trades any security of any Vitro Party, such Participating Party shall not be deemed to be violating any duty to any Vitro Party or misappropriating any information of any Vitro Party as a result of such Participating Party's being in possession of any Settlement Proposal received during a Settlement Conference or as a result of being a Participating Party.

3. The Court supplements the Settlement Conferences Order as set forth herein.

4. The following provisions shall apply to any and all settlement conferences pursuant to the Settlement Conferences Order and any and all settlement discussions by and among any party-in-interest or their agents or representatives (with respect to each Settlement Conference, a "Participating Party") participating in such settlement conference or outside of any settlement conference but related thereto (each, a "Settlement Conference"), notwithstanding anything to the contrary contained in the Settlement Conferences Order:

(a) In connection with any Settlement Conference, if a Participating Party does not enter into a written confidentiality, non-disclosure, or similar agreement (a "Settlement Conference Confidentiality Agreement") with the other Participating Parties,

(i) Vitro and each of its representatives participating in such Settlement Conference (including any attorneys, financial advisors, investment bankers, consultants and other professionals retained by it and any other advisors or experts with whom Vitro consults) and its affiliates, subsidiaries, officers, directors, employees, and agents (collectively, the "Vitro Parties") and the *Conciliador* and each of its representatives participating in such Settlement Conference (including any attorneys, financial advisors, investment bankers, consultants and other professionals retained by it and any other advisors or experts with whom the *Conciliador* consults) (collectively, the "*Conciliador*") shall not disclose any material nonpublic information to any Participating Party; provided, however, to the extent that any such party does provide material nonpublic information to a Participating Party and a Vitro Party does not make such information public, such Participating Party is hereby authorized, on or after March 1, 2012, to disclose publicly such material nonpublic information, except

that no Agreement in Principle shall be disclosed unless each of the Participating Parties agrees in writing; and

(ii) the fact of a Participating Party's participation in any Settlement Conference and any Settlement Proposal delivered or received by any Participating Party during a Settlement Conference shall not (x) constitute material nonpublic information, (y) give rise to any duty owed by the Participating Party to any party in interest, including, without limitation, to any Vitro Party, or (z) limit the Participating Party's ability to buy, sell, or trade any security, including, without limitation, any security issued by any Vitro Party.

(b) If a Participating Party enters into a Settlement Conference Confidentiality Agreement, the terms of that agreement shall govern any issues with respect to any Participating Party's disclosure of any material nonpublic or confidential information.

(c) No party in interest within the meaning of section 1109(b) of the Bankruptcy Code, including without limitation the Vitro Parties, Fintech Investments Ltd., and each of the guarantors of the Vitro Notes, shall have any claim, defense, objection, or cause of action of any nature whatsoever, including without limitation any objection to a claim or any other basis to withhold, subordinate, disallow, or delay payment, or issuance of any consideration including any new instruments, on account of a claim, against a Participating Party (or any trustee or agent acting on behalf of a Participating Party) by reason of the Participating Party's participation in any Settlement Conference, including without limitation, as a result of receiving any information as part of any Settlement Conference or trading in any security of any Vitro Party while in possession of any undisclosed Settlement Proposal or other settlement information, provided that in the event there is a Settlement Conference Confidentiality Agreement in place, nothing herein shall be deemed to waive any claims for default or non-compliance therewith. For the avoidance of doubt, the preceding sentence does not bind a governmental entity having jurisdiction to enforce securities laws. Nothing in this Order is intended to, nor shall it, waive, release, compromise, or impair in any way whatsoever, any claims or defenses that any party has or may have, whether now known or unknown, in connection with or relating to acts or omissions that took place prior to the entry of this Order, including but not limited to the claims and defenses asserted in the action captioned Vitro SAB de CV v. Aurelius Capital Management, L.P., et al. pending in the Supreme Court of the State of New York (Index No. 650997/2011).

(d) Nothing in this Order or the Settlement Conferences Order shall require any Participating Party to keep confidential any information provided by Vitro's members, shareholders, or creditors, in each case who is not a Vitro Party, to such Participating Party.

5. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation and/or interpretation of this Order.

## END OF ORDER ##

# ANNEX C

Docket #7968 Date Filed: 10/16/2014

**UNITED STATES BANKRUPTCY COURT**
**EASTERN DISTRICT OF MICHIGAN**
**SOUTHERN DIVISION**

| | |
|---|---|
| In re | : Chapter 9 |
| CITY OF DETROIT, MICHIGAN, | : Case No. 13-53846 |
| Debtor. | : Hon. Steven W. Rhodes |

**LIMITED ORDER MODIFYING THE MEDIATION ORDER**

This matter coming before the Court on the *Joint Motion Of The City Of Detroit, FGIC And COP Holders For A Limited Order Modifying The Mediation Order* (the "Motion"), filed by the Movants; and the Court being fully advised in the premises;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. The Mediation Order is hereby modified solely to the extent necessary to allow the Movants to comply with the provisions of the Confidentiality Agreements, including, but not limited to, the provisions relating to Public Disclosure, Additional Public Disclosure and Further Disclosure (as each is

defined in the Confidentiality Agreements).

**Signed on October 16, 2014**

**/s/ Steven Rhodes**
**Steven Rhodes**
**United States Bankruptcy Judge**

**CERTIFICATE OF SERVICE**

Mark A. Berkoff, an attorney, certifies that on February 10, 2016 he caused the ***First Lien Notes Parties' Joint Response to Debtors' Motion for the Entry of an Order Approving Appointment of a Mediator to Mediate Issues Related to a Chapter 11 Plan of Reorganization*** to be filed electronically using the Court's CM/ECF system. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's system.

The following is the list of parties who are currently on the list to receive email notice/service for this case:

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| State of Connecticut Attorney General<br>Attn: Bankruptcy Department<br>55 Elm St.<br>Hartford, CT 06106 | State of Kentucky Attorney General<br>Attn: Bankruptcy Department<br>700 Capitol Avenue, Capitol Building, Ste. 118<br>Frankford, KY 40601 |
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| State of New Jersey Casino Control Commission<br>Attn: Matthew B. Levinson, CEO<br>Arcade Building<br>Tennessee Avenue & Boardwalk<br>Atlantic City, NJ 08401 | State of New York Attorney General<br>Attn: Bankruptcy Department<br>Department of Law – The Capitol, 2nd Floor<br>Albany, NY 12224 |
| State of North Carolina Attorney General<br>Attn: Bankruptcy Department<br>Department of Justice<br>PO Box 629<br>Raleigh, NC 27602 | State of Ohio Attorney General<br>Attn: Bankruptcy Department<br>State Office Tower – 14th Floor<br>30 E. Broad St.<br>Columbus, OH 43266 |
| State of Oregon Attorney General<br>Attn: Bankruptcy Department<br>Justice Building<br>116 2 Court St. NE<br>Salem, OR 97301 | State of Pennsylvania Attorney General<br>Attn: Bankruptcy Department<br>1600 Strawberry Square, 16th Floor<br>Harrisburg, PA 17120 |
| State of Rhode Island Attorney General<br>Attn: Bankruptcy Department<br>150 S. Main St.<br>Providence, RI 02903 | State of South Carolina Attorney General<br>Attn: Bankruptcy Department<br>Remert C. Dennis Office Building<br>PO Box 11549<br>Columbia, SC 29211 |

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| State of West Virginia Attorney General<br>Attn: Bankruptcy Department<br>State Capitol, Building 1, Room E 26<br>1900 Kanawha Blvd East<br>Charleston, WV 25305 | State of Wisconsin Attorney General<br>Attn: Bankruptcy Department<br>Wisconsin Department of Justice<br>State Capitol, Room 114 East<br>PO Box 7857<br>Madison, WI 53707 |
| U.S. Bank National Association<br>Attn: Raymond S. Haverstock, Corporate Trust Services<br>60 Livingston Avenue<br>St. Paul, MN 55107 | UMB Bank, National Association<br>Attn: Gavin Wilkinson<br>Corporate Trust and Escrow Services<br>120 South 6th Street, Suite 1400<br>Minneapolis, MN 55082 |
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