

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: * Case No. 10-60702
*
SCHWAB INDUSTRIES, INC. * Canton, Ohio
*
* December 9, 2010

* * * * *

TRANSCRIPT OF HEARING
BEFORE THE HONORABLE RUSS KENDIG
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

DANIEL DEMARCO, ESQ.
CHRISTOPHER PEER, ESQ.
For the Debtors

TRISH LAZICH, ESQ.
CHERYL WEAR, ESQ.
For the State of Ohio

JAMES BICKETT, ESQ.
For the United States

AARON HAMMER, ESQ.
THOMAS FAWKES, ESQ.
DOUGLAS LUTZ, ESQ.
For the Creditors Committee

CURTIS TUGGLE, ESQ.
For Key Bank

MICHAEL SHUSTER, ESQ.
For Allen Concrete & Masonry

Transcribed by:

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1 THE CLERK: All rise. This United States
2 Bankruptcy Court is now in session. The Honorable Russ
3 Kendig presiding. Be seated.

4 Case 10-60702, Schwab Industries Incorporated.
5 Joint Hearing on Disclosure Statement and Confirmation
6 of Claim.

7 THE COURT: Good afternoon.

8 MR. HAMMER: Good afternoon, Your Honor.
9 Aaron Hammer for the Creditors Committee. I am here
10 with my business partner, Thomas Fawkes. As you know,
11 we're with the law firm of Freeborn and Peters in
12 Chicago. We're joined by our Ohio counsel, Doug Lutz,
13 from Frost, Brown and Todd. And shall I introduce the
14 Debtor's counsel or would you guys -- Mr. DeMarco and
15 Mr. Peer on behalf of the Debtors. They're with Hahn
16 Loeser. And Mr. Tuggle for Key Bank as agent for the
17 lenders with the firm of Thompson Hine.

18 Your Honor, we're here today on confirmation of
19 the joint liquidation plan filed by the Debtors and the
20 Committee on October 26th, 2010. At that time, Your
21 Honor, you authorized the parties to commence
22 solicitation on the plan. I'm happy to report that the
23 plan was -- received overwhelming support from
24 creditors.

25 The tabulation report was filed by Garden City

1 Group, our noticing and claims agent, on December 6th.
2 Briefly, to summarize that report for Your Honor, in
3 the secured creditor class of Key Bank, voting \$59
4 million worth of secured claims, one creditor in that
5 class voting, they voted yes. In the general unsecured
6 class, 96.12 percent of general unsecured creditors
7 voted to accept the plan. Those voting to accept the
8 plan represented \$29.6 million of general unsecured
9 claims representing 99.97 percent in amount of claims.
10 The support that we received, Your Honor, was
11 overwhelming. Four creditors voted to reject.
12 Collectively, those creditors held claims of \$7,494.91
13 or .03 percent of the total pool of claims.

14 As you know, Your Honor, we received five
15 objections to the plan. I'm happy to report that three
16 of the objections have been resolved in full. One has
17 been resolved at least in part. And one will be
18 subject to some discussion today.

19 Those objections, Your Honor, the first is by
20 Oldcastle Materials, the core asset purchaser as you'll
21 recall. That objection and Oldcastle Materials' motion
22 to compel payment of over \$400,000 of alleged
23 administrative claims has been compromised such that
24 Oldcastle will receive an allowed administrative claim
25 of \$66,000, which is a \$75,000 settlement amount, Your

1 Honor, less a \$9,000 reimbursement obligation that
2 Oldcastle owes to the estate on account of the
3 settlements between FLSmith, the Debtors, Key Bank,
4 the Committee and Oldcastle. Very favorable settlement
5 there. Oldcastle is also releasing any and all claims
6 that it would have against the estate and this is a
7 full and final resolution of the estate's issues with
8 Oldcastle and vice versa.

9 Allen Concrete Pumping and Allen Concrete Masonry,
10 Your Honor, the Debtor's joint venture partner, has
11 been active in these cases thus far including filing
12 objections to the plan. I'm happy to report that those
13 objections are being resolved under the confirmation
14 order in the plan.

15 The basic terms are as follows: The estate will
16 sell its joint venture interest in Allen Pumping to
17 Allen Concrete and Allen Masonry for \$160,000. All
18 parties will release their claims mutually and globally
19 against each other. The \$160,000 will be shared
20 between Key Bank and the estate as follows: Key Bank
21 will receive \$116,000. The estate will receive \$44,000
22 inclusive of Key Bank's reimbursement obligation owed
23 to the estate on account of the FLSmith settlement for
24 \$9,000. So the estate is getting \$35,000 of the Allen
25 Concrete money plus the \$9,000 reimbursement

1 obligation.

2 The deal will be evidenced by a stipulation,
3 ideally to be approved under the confirmation order and
4 pursuant to the plan. We have a stipulation that I
5 believe has been agreed by all sides. But I'll give
6 everyone a couple -- you know, at least the evening to
7 finalize their thoughts on that with your consent, Your
8 Honor. And the view would be to submit the
9 confirmation order on a draft order to follow tomorrow
10 to your chambers, tomorrow late morning or early
11 afternoon.

12 The third objection, Your Honor, was filed by a
13 creditor, Timothy Taylor. That objection has been
14 resolved. The estate has agreed to allow Mr. Taylor to
15 file claims against the estate without objecting to
16 tardiness of those claims on account of the fact that
17 Mr. Taylor did not receive notice of the bar date.

18 The State of Ohio, Your Honor, Department of
19 Taxation and Bureau of Workers' Compensation has filed
20 an objection to the plan. My understanding of that
21 objection is that it's basically a feasibility
22 objection that the Debtors have failed to unequivocally
23 propose to pay priority tax claims in full. The
24 objection, however, Your Honor, is rebuffed under the
25 terms of the plan and the uncontradicted facts before

1 this Court in the form of Exhibit B of the plan, the
2 liquidation analysis, the declaration of John Pidcock,
3 the proposed Creditor Trustee and the declaration of
4 Larry Goddard both filed before your Court earlier this
5 week.

6 Number 1, the plan expressly states the priority
7 tax claims will be paid in full in accordance with
8 Section 507(a)(8) and 1129(a)(9)(C) at Section 5.2.1 of
9 the plan. The Ohio Attorney General will tell you that
10 in excess of \$5 million of priority claims have been
11 filed by the State of Ohio. The Debtors and the
12 Committee will tell you that they have analyzed those
13 claims and believe the proper amounts due to the Ohio
14 AG at the end of the day will be in the five-figure
15 range or low six figures maximum.

16 Number 2, the plan is feasible. That's Exhibit B,
17 the liquidation analysis which shows sufficient funds
18 available to pay allowed administrative claims,
19 priority tax claims and priority claims in full before
20 the effective date. There is some work that we'll have
21 to undertake to get there in terms of reconciling
22 claims and pursuing avoidance actions, but the many
23 professionals on behalf of the Debtor and the Committee
24 who have invested months of their hard work, energy and
25 intellectual capacity, believe that the plan is

1 feasible and can be achieved within a reasonable amount
2 of time.

3 I would reference Your Honor to the declaration of
4 Mr. Goddard, paragraph 14: Based upon my review of the
5 books and records of the Debtor and communications with
6 the proposed Creditor Trustee, I believe the Creditor
7 Trustee will be able to pay all existing allowed
8 administrative claims, allowed priority tax claims and
9 allowed priority claims in accordance with the plan and
10 the Creditor Trust agreement.

11 The same language exists in Mr. Pidcock's
12 declaration, Your Honor, at paragraph 15.

13 Unless I'm missing something, I don't believe the
14 State of Ohio will have any contradictory testimony.
15 We have, today, Your Honor, if you would like to hear
16 from representatives of the Parkland Group, the
17 Debtor's financial advisor, or Conway MacKenzie, the
18 Committee's financial advisor, Mark Kozel is here from
19 Parkland as is Dave Cesar and, of course, Mr. Pidcock,
20 our financial advisor from Conway MacKenzie and
21 proposed Creditor Trustee.

22 The State of Ohio will tell you that the
23 structured dismissal mechanic is inappropriate under
24 the circumstances. We think differently. While we're
25 confident that funds will be available to pay allowed

1 administrative claims, allowed priority claims and
2 priority tax claims in full, we believe the most
3 responsible and efficient mechanic under the
4 circumstances and effectively representing a safety
5 valve designed to protect creditors is for the cases to
6 be dismissed if in the exercise of the Creditor
7 Trustee's fiduciary duties, he believes that the plan
8 obligations will not be satisfied, which we have all
9 put an incredibly low probability on. But we're being
10 responsible here by working this mechanic in.

11 This is the most efficient and effective mechanic
12 for dealing with the worst case scenario, if you will,
13 given the complexities of this case including without
14 limitation the gift that was given by Key Bank to
15 general unsecured creditors. The State of Ohio will
16 say that we should file a motion to convert or dismiss
17 down the road. The plan effectively is our motion,
18 Judge. It was an efficient and effective means, we
19 believe, to notify creditors of the proposed plan and
20 the consequences of satisfying obligations or failing
21 to satisfy obligations and we believe it's responsible
22 and appropriate under the circumstances.

23 My last point is if the State of Ohio had any
24 issue to the structured dismissal and doesn't believe
25 that the plan is feasible or in the best interest of

1 the estates, the proper remedy for them would have been
2 to file a motion to convert in advance of today's
3 hearing, which they did not. I'd reference the Court
4 also to paragraph 12 of Mr. Goddard's declaration and
5 paragraph 13 of Mr. Pidcock's declaration which details
6 in depth why the plan is better than Chapter 7
7 conversion. In fact, the plan is much better than
8 conversion of these cases. No one has argued for
9 conversion and entry of the confirmation order, Your
10 Honor, should fully and finally settle that question.

11 Turning to the IRS, the last objection. Your
12 Honor, the objection is mostly resolved through agreed
13 upon language. But the IRS requested clarification
14 from the parties with respect to their intent on the
15 creditor gift under the Core Sale Order. Your Honor,
16 the intent from the start is that the gift belonged to
17 general unsecured creditors. It was negotiated by the
18 Committee of General Unsecured Creditors, Key Bank and
19 the Debtors the night of the sale. Just as an aside,
20 it's interesting to note that no priority creditors
21 participated in that process, appeared at the sale
22 hearing, appeared at the auction or otherwise appeared
23 before Your Honor except at this moment.

24 Your Honor, we also have representatives, counsel
25 for Key Bank and representatives for the Debtor and

1 Creditors Committee will verify for you here if
2 necessary to the extent that the Court believes the
3 language in the Core Sale Order is ambiguous. But the
4 plan certainly clarifies that ambiguity. It's through
5 the mechanism in the plan, Your Honor, that general
6 unsecured creditors will receive the gift. That was
7 the intent under the Core Sale Order. And to the
8 extent that you need to speak with Mr. Tuggle, Mr.
9 Pidcock, Mr. Cesar or the Debtor's counsel, they'll be
10 happy to clarify. Thank you.

11 THE COURT: Thanks. Is there anyone who
12 wants to speak in opposition?

13 MR. BICKETT: Your Honor, Jim Bickett on
14 behalf of the United States. First of all, counsel is
15 correct. We really have done a lot of work and I've
16 appreciated their communication on this issue. And it
17 really has come down to one item, which was in
18 paragraph 2 of our objection. And we simply pointed
19 out that we were concerned that the plan doesn't comply
20 with the Code, i.e., the absolute priority rule,
21 because the language in that sale order, which was May
22 of 2010, did not use the word general in front of
23 unsecured. Now, typically, we've seen a lot of these
24 gifts and I'm not challenging the legality of giving a
25 gift. I represented that to counsel and I want to make

1 sure the Court - that's stated for the Court.

2 It's just simply a question if we looked at the
3 language in Section KK and it says that it's going to
4 be a gift to the unsecured creditors. Now that was
5 long before the plan was filed, long before the
6 definitions in the plan occurred. And if you simply
7 take the word unsecured creditors, even if they
8 intended general unsecured, which candidly, I concede
9 that's probably what they intended because in reality,
10 I don't think they were feeling generous towards anyone
11 else at the time. And I think from a business
12 standpoint, we can probably all assume that they wanted
13 to keep the money, but they didn't use that verbiage
14 and words have meaning and words have consequences.
15 And since they used the term, unsecured creditors, if
16 you read that to be synonymous with general unsecured
17 creditors, in essence, you've written 507 out of the
18 Code. There's no need for Section 507 that talks about
19 within the group of unsecured creditors, here's how
20 we're going to treat the various subsets.

21 So my point simply is, Your Honor, that the order
22 said unsecured creditors and since unsecured creditors
23 is a broader group than general unsecured creditors, to
24 the extent the plan tries to limit the receipt of those
25 monies to general unsecured creditors, it violates the

1 absolute priority rule because, in fact, the gift,
2 whether intended or not, was, in fact, made to
3 unsecured creditors, not to the subset of general
4 unsecured creditors.

5 All the other issues in our objection have been
6 resolved by the language which was proposed and I
7 believe filed with the Court yesterday. Thank you.

8 THE COURT: Thanks. Anyone else want to
9 speak in opposition?

10 MS. LAZICH: Good afternoon, Your Honor,
11 Trish Lazich along with my colleague Cheryl Wear on
12 behalf of Ohio Attorney General Richard Cordray's
13 Office for the Ohio Department of Taxation and the Ohio
14 Bureau of Workers' Comp.

15 Your Honor, we stand on our objection and it's
16 basically this, 1129 requires that priority tax claims
17 be paid in full. We don't dispute that the plan
18 proposes that, however, Debtors tend to give themselves
19 an out and say, oh, by the way, we'll pay them in full,
20 but if we don't have enough money we want to do a
21 structured dismissal. The other concern is the Debtors
22 in the their proposed plan indicate that there is a
23 maximum of \$808,000 in priority tax claims. Your
24 Honor, the Ohio Department of Taxation has filed \$3.7
25 million in claims. The Ohio Bureau of Workers' Comp

1 has filed \$848,000 in priority tax claims and in
2 addition, the Ohio Bureau of Workers' Comp has an
3 administrative claim of \$55,000.

4 Judge, I just don't have a comfort level here. And
5 quite honestly, if the Court wants to deem this as an
6 issue with feasibility, then so be it. But clearly,
7 the bottom line is we just don't feel that they're
8 complying with 1129 which is a requirement of
9 confirmation and, therefore, the Court should overrule
10 the plan.

11 Secondly, Judge, for the record, I would just like
12 to say that the State of Ohio would not agree should
13 this Court determine that the plan is -- should be
14 confirmed, in Section -- paragraph 20 of the proposed
15 plan, it talks about the parties all consenting to the
16 substantive consolidation of the estates as well as
17 jurisdiction of the Cuyahoga County Common Pleas Court.
18 Just for the record, the State of Ohio would not
19 consent to that jurisdiction. Thank you.

20 THE COURT: Thanks. Anyone else in
21 opposition? Anyone else want to speak in favor?

22 MR. DEMARCO: Good afternoon, Your Honor.
23 For the record, Dan DeMarco, Hahn Loeser and Parks, for
24 the Debtors-in-Possession. I don't want to repeat
25 anything that Mr. Hammer, our plan co-proponent, has

1 said, but I do want to make just a couple of
2 supplements to what's been said so far.

3 On the Allen Concrete settlement, he indicated
4 that all parties would release. And I mention this
5 only because there's been discussion outside the
6 courtroom that we understand all parties to include the
7 Debtors and not more than the Debtors, but not less
8 than the Debtors.

9 With regard to the IRS position, we would ask the
10 Court to consider the context in which this gift was
11 provided. In addition to everything that Mr. Hammer
12 has said, with which we strongly agree, I would add,
13 Your Honor, that no purpose would have been served by
14 making a gift to all of the creditors in the case. The
15 purpose of the gift was to make a gift to a specific
16 group of creditors. That group of creditors was
17 represented by Mr. Hammer and his financial advisor,
18 Mr. Pidcock. Those are the general unsecured
19 creditors. And I think the Court should be very
20 comfortable in reading the Core Sale Order that way
21 which leads us to the plan position that we're at.

22 I don't have anything to add, Your Honor. I'm
23 happy to answer any questions and we strongly urge the
24 Court to confirm the plan.

25 THE COURT: Thanks.

1 MR. DEMARCO: Thank you, Your Honor.

2 THE COURT: Go ahead.

3 MR. SHUSTER: Thank you, Your Honor. Mike
4 Shuster, Porter Wright, on behalf of Allen Concrete
5 Pumping and Allen Concrete and Masonry.

6 With respect to our settlement, our plan
7 objections have been resolved today provided we can
8 have confirmation that incorporates the terms of the
9 sale. Just a further point, we contemplate that the
10 sale will close before year end. And if for some
11 reason the plan process is delayed we had hoped there
12 would be -- we can get this before the Court another
13 way whether it's an expedited 363 sale or something
14 else. But we remain optimistic that it'll be confirmed
15 and approved in the context of the confirmation hearing
16 to allow this sale to happen and payment to be made.

17 Following up on Mr. DeMarco's comment, as far as
18 the release, we do have other parties releasing in
19 there. We had a question of whether individual
20 shareholders on both sides would release one another.
21 We left that off the table for a different discussion
22 and it's certainly not part of the deal. But there's
23 various parties that are involved in the Chapter 11
24 case that are also releasing across the board in a form
25 order that's been circulated. So we're optimistic

1 everything will come together for purposes of the
2 submission to the Court a form of order tomorrow.
3 Thank you, Your Honor.

4 THE COURT: Thank you. Anyone else wish to
5 speak in favor? Go ahead.

6 MR. TUGGLE: Good afternoon, Your Honor.
7 Curtis Tuggle on behalf of Key Bank as agent for the
8 pre-petition lenders. And I just want to reiterate and
9 echo Mr. Hammer and Mr. DeMarco's comments.

10 When we negotiated the secured creditors gift, it
11 was a very long day. We were in the midst of dealing
12 with several issues related to the sale order. But we
13 were negotiating with the Creditors Committee. And the
14 Creditors Committee was representing the general
15 unsecured creditors in the case and consistent with the
16 fiduciary duties that they have under the Bankruptcy
17 Code. And so when the amount was determined what would
18 satisfy the issues that the Unsecured Creditors
19 Committee had with respect to the sale, it was the
20 secured lenders' gift to the general unsecured
21 creditors. And I think, again, as Mr. DeMarco said, I
22 think if you evaluate the entire sale order in its --
23 and in total, that's it's clear that that was the
24 purpose of the gift.

25 THE COURT: Thanks. Anyone else in favor?

1 I know you really anticipated their arguments but
2 is there anything else you wanted to say?

3 MR. HAMMER: No, sir.

4 THE COURT: Okay. Give me a couple minutes.
5 I'll look at this and come back out and I'll give you a
6 little notice. Thanks.

7 THE CLERK: All rise.

8 (Off the record.)

9 (Back on the record.)

10 THE CLERK: All rise. Be seated.

11 THE COURT: Thanks for your time. There were
12 really -- there were just so many objections filed
13 prior to the hearing, most of which were resolved, that
14 I was really limited by how much time I could spend on
15 a lot of things not knowing what was going to be left
16 standing at the end of the day. And so that's why I
17 couldn't just fire at the end of that hearing. And to
18 the extent that I guessed, I guessed wrong.

19 What remains disputed at this point in time is the
20 objection of the Internal Revenue Service and the
21 objection of the State of Ohio and the Court will deal
22 with them in that order.

23 As to the IRS objection, the Court finds
24 essentially that the Debtor is correct and that the
25 Debtor's option is willing to do one of two things.

1 First, the Court would be willing in the confirmation
2 order simply to provide that the objection of the IRS
3 as to the -- and of course, the language we're talking
4 about here is the term unsecured claim and the lender
5 gift -- that the IRS objection thereto is overruled due
6 to the clear intent of the provision and, additionally,
7 even without the evidence submitted, it would -- that
8 finding would be sufficient, but that the evidence
9 submitted by the -- or proffered would be sufficient to
10 make a finding independent of the Court's finding. Or,
11 alternatively, the Court would be willing to enter an
12 order amending the previous order to clarify that the
13 term -- to clarify the term "unsecured claims" or
14 similar terms as necessary, whichever of those two
15 things the Debtor wants, either overruling the
16 objection or amending the previous order.

17 As to the objection of the State of Ohio, the
18 Court finds that the arguments other than the Section
19 1129(a)(9)(C), or structured dismissal argument,
20 weren't raised within the time or in the manner
21 specified and therefore are legally waived.

22 As to the 1129(a)(9)(C) structured dismissal
23 argument, the Court finds the provisions of Section
24 1129(a)(9)(C) are satisfied for a couple of reasons.

25 First, Section 1129(a)(9)(C) does not require

1 mathematical certainty. The evidence produced as well
2 as the Court's independent experience leads to the
3 conclusion that the degree of certainty that is
4 required is factually proven.

5 Second, there is no prejudice, even if the
6 evidence that the Court refers to in the first argument
7 should prove to be wrong. Other funds that will be
8 distributed would be independently capable of
9 distribution or limited as to who they could be
10 distributed to by prior binding unappealed Court orders
11 that constitute res judicata.

12 Third, the functional effect of the structured
13 dismissal provision prior to the effective date, as
14 such term is defined, is sufficient to comply with
15 Section 1129(a)(9)(C).

16 If the State of Ohio prefers, but it's not
17 required to act in this manner, the Court would be
18 willing to add a provision to the confirmation order
19 that would change certain language in the provision of
20 -- in Provision 7.20. Specifically that the -- in the
21 seventh line of 7.20, the words and I'm -- here's a
22 quote, "may, upon approval of the oversight committee,"
23 be deleted and replaced with one word, that word being
24 "shall." So that the Trustee may upon approval of the
25 oversight committee act in a certain way, it would

1 require the Trustee to act in that way. And in the
2 fourth line of 7.20, the word "will" be replaced with
3 the word "may." In the fourth line of 7.20 the word
4 "will" be replaced with the word "may."

5 The order confirming shouldn't be submitted prior
6 to Tuesday, December 14, 2010. Attorney Lazich should
7 notify Attorneys Hammer and DeMarco by 5:00 p.m. on
8 Monday, December 13 if such alteration is required. If
9 no such notification is provided, the language need not
10 be added to the confirmation order.

11 Specifically on this point, it shouldn't raise any
12 doubt, but to the extent that it does, nothing that was
13 mentioned above restricts the right of the Creditor
14 Trustee, as that term is defined, to extend the
15 effective date, as that term is defined, as provided.

16 And with those limitations, the Court finds that
17 all of the standards of confirmation are met and the
18 Court accordingly approves confirmation. Since I was
19 citing specific provisions, to the extent that
20 everybody wants to stay around and give everybody a
21 chance to pull out the plan and check those lines and
22 make sure they understand what we're talking about and
23 if you don't or you want any clarification, we can come
24 back in.

25 And with that, I believe, we concluded everything

1 that's on the docket for today, Mr. DeMarco, unless the
2 Debtor had anything else scheduled that I missed.

3 MR. DEMARCO: All set from the Debtor, Your
4 Honor.

5 THE COURT: Okay. Thanks. Did you have
6 something?

7 MR. HAMMER: No, I just wanted to thank the
8 Court.

9 THE COURT: Okay. Thanks. Thanks to all of
10 you for your time. Obviously, it was a highly
11 complicated case and it's not over, I understand.

12 (END OF PROCEEDINGS)

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1 State of Ohio)
2 Cuyahoga County)

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CERTIFICATE

I, Marc Eppler, a Notary Public, within and for the State of Ohio, do hereby certify that the above transcript is a true and accurate record of the hearing held before the HONORABLE RUSS KENDIG. This record was prepared from an audio recording provided by the Court.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office in Cleveland, Ohio on this 11th day of JANUARY, A.D., 2011.

X *Marc Eppler*
MARC EPLER NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 9-14-2013


<p><u> </u> \$ \$116,000 4:21 \$160,000 4:17,19 \$29.6 3:8 \$3.7 12:24 \$35,000 4:24 \$400,000 3:22 \$44,000 4:21 \$5 6:10 \$55,000 13:3 \$59 3:3 \$66,000 3:25 \$7,494.91 3:12 \$75,000 3:25 \$808,000 12:23 \$848,000 13:1 \$9,000 4:1,24,25</p> <p><u> </u> 0 03 3:13</p> <p><u> </u> 1 1 6:6 10-60702 1:3 2:4 11 15:23 1129 12:16 13:8 1129(a)(9)(C) 6:8 18:19,22,24,25 19:15 11A6001 1:25 11th 22:15 12 9:4 13 9:5 20:8 14 7:4 20:6 15 7:12</p> <p><u> </u> 2 2 6:16 10:18 20 13:14 2010 1:5 2:20 10:22 20:6 2011 22:16 216 1:23 26th 2:20</p> <p><u> </u> 3</p>	<p>3376 1:23 363 15:13</p> <p><u> </u> 4 44103 1:23</p> <p><u> </u> 5 5.2.1 6:8 5:00 20:7 507 11:17,18 507(a)(8) 6:8 5230 1:22</p> <p><u> </u> 6 6th 3:1</p> <p><u> </u> 7 7 9:6 7.20 19:20,21 20:2,3</p> <p><u> </u> 8 881-8000 1:23 881-DEPO 1:23</p> <p><u> </u> 9 9 1:5 96.12 3:6 99.97 3:9</p> <p><u> </u> A A.D 22:16 Aaron 1:15 2:9 able 7:7 absolute 10:20 12:1 accept 3:7 accordance 6:7 7:9 accordingly 20:18 account 4:2,23 5:16 accurate 22:11 achieved 7:1 across 15:24 act 19:17,25 20:1 actions 6:22 active 4:11</p>	<p>add 14:12,22 19:18 added 20:10 addition 13:2 14:11 additionally 18:6 administrative 3:23,24 6:18 7:8 8:1 13:3 advance 9:2 advisor 7:17,18,20 14:17 afternoon 2:7,8 5:11 12:10 13:22 16:6 AG 6:14 against 4:6,19 5:15 agent 2:16 3:1 16:7 agreed 5:5,14 9:12 agreement 7:10 ahead 15:2 16:5 alleged 3:22 Allen 1:19 4:9,16,17,24 14:3 15:4,5 allow 5:14 15:16 allowed 3:24 6:18 7:7,8,9,25 8:1 alteration 20:8 alternatively 18:11 am 2:9 ambiguity 10:4 ambiguous 10:3 amending 18:12,16 amount 3:9,25 7:1 16:17 amounts 6:13 analysis 6:2,17 analyzed 6:12 answer 14:23 anticipated 17:1 anyone 10:11 11:10 12:8 13:20,21</p>	<p>16:4,25 anything 13:25 14:22 17:2 21:2 APPEARANCES 1:8 appeared 9:21,22 appreciated 10:16 appropriate 8:22 approval 19:22,24 approved 5:3 15:15 approves 20:18 argued 9:8 argument 18:19,23 19:6 arguments 17:1 18:18 aside 9:19 asset 3:20 assume 11:12 Attorney 6:9 12:12 20:6 Attorneys 20:7 auction 9:22 audio 22:13 authorized 2:21 available 6:18 7:25 Avenue 1:22 avoidance 6:22</p> <p><u> </u> B Bank 1:18 2:16 3:3 4:3,20 8:14 9:18,25 16:7 Bankruptcy 1:1,7 2:2 16:16 Bank's 4:22 bar 5:17 Based 7:4 basic 4:15 basically 5:21 12:16 behalf 2:15 6:23 10:14 12:12 15:4 16:7 believe 5:5 6:13,25 7:6,13</p>	<p>8:2,19,21,24 12:7 20:25 believes 8:7 10:2 belonged 9:16 best 8:25 better 9:6,7 Bickett 1:13 10:13 binding 19:10 board 15:24 books 7:5 bottom 13:7 Briefly 3:2 broader 11:23 Brown 2:13 Bureau 5:19 12:14,25 13:2 business 2:10 11:11</p> <p><u> </u> C candidly 11:8 Canton 1:4 capable 19:8 capacity 6:25 case 1:3 2:4 8:12,13 14:14 15:24 16:15 21:11 cases 4:11 8:5 9:8 certain 19:19,25 certainly 10:4 15:22 certainty 19:1,3 CERTIFICATE 22:6 certify 22:10 Cesar 7:19 10:9 challenging 10:24 chambers 5:10 chance 20:21 change 19:19 Chapter 9:6 15:23 check 20:21 Cheryl 1:12 12:11 Chicago 2:12 CHRISTOPHER</p>
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