

Presentment Date: March 16, 2011 at 12:30 p.m. ET
Objection Deadline: March 16, 2011 at 12:00 p.m. ET

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Counsel to the Reorganized Debtors

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re :
ADELPHIA COMMUNICATIONS CORP., et al., : Case No. 02-41729 (REG)
: Jointly Administered
Reorganized Debtors. :
:-----X

**NOTICE OF PRESENTMENT OF STIPULATION AND CONSENT ORDER ALLOWING
IN PART LENDER CLAIMS FOR ADDITIONAL GRID INTEREST UNDER THE
PARNASSOS AND CENTURY-TCI CREDIT FACILITIES AND ORDER APPROVING
AND AUTHORIZING SETTLEMENT PURSUANT TO FED. R. BANKR. P. 9019**

PLEASE TAKE NOTICE that on February 28, 2011, Adelphia Communications Corporation, for itself and its affiliated reorganized debtors (collectively, the “Reorganized Debtors”), filed the *Motion of Adelphia Communications Corporation for Order Approving and Authorizing Settlement of Remaining Claims for Additional Grid Interest* (the “Rule 9019 Motion”).

PLEASE TAKE FURTHER NOTICE that the Reorganized Debtors will present (i) the Stipulation and Consent Order Allowing in Part Lender Claims for Additional Grid Interest Under the Parnassos and Century-TCI Credit Facilities (the “Stipulation and Agreed Order”), annexed hereto as Exhibit A, and, (ii) the [*Proposed*] *Order Granting Motion of Adelphia*

Communications Corporation Authorizing the Reorganized Debtors to Enter into the Stipulation and Consent Order Allowing in Part Lender Claims for Additional Grid Interest under the Parnassos and Century-TCI Credit Facilities (the “Rule 9019 Order”) annexed to the Rule 9019 Motion, and also annexed hereto as Exhibit B, for signature to the Honorable Robert E. Gerber, United States Bankruptcy Judge, Southern District of New York, at Room 621 of the United States Bankruptcy Court, One Bowling Green, New York, New York, 10004-1408, on **March 16, 2011 at 12:30 p.m. (Prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that objections, if any, to approval of the proposed Stipulation and Agreed Order and/or the Rule 9019 Order must be in writing, setting forth the facts and authorities upon which the objection is based, and filed with the Clerk of the Court, United States Bankruptcy Court, One Bowling Green, New York, New York, 10004, with a copy provided to the Chambers of the Honorable Robert E. Gerber; shall be filed with the Bankruptcy Court either (a) electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>) by registered users of the Bankruptcy Court’s filing system, or (b) on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at <http://www.nysb.uscourts.gov>), and shall be served in accordance with General Order M-399 on: (i) counsel to the Reorganized Debtors, Kasowitz, Benson, Torres & Friedman LLP, 1633 Broadway, New York, New York 10019, Attn: David M. Friedman and Robert M. Novick; (ii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attn: Tracy Hope Davis and Alicia M. Leonard; (iii) counsel for The Bank of Nova Scotia, Hughes Hubbard & Reed LLP, One Battery Park

Plaza, New York, New York 10004, Attn: Michael Luskin and George Tsougarakis; (iv) counsel for Citibank, N.A., Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005, Attn: Michael Hirschfeld and Michael E. Comerford; (v) counsel for the Ad Hoc Committee of Non-Agent Secured Lenders, Jones Day, 555 South Flower Street, 50th Floor, Los Angeles, California 90071, Attn: Richard L. Wynne and Bennett L. Spiegel, in each case as to be received no later than **March 16, 2011 at 12:00 p.m. (Prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that unless a written objection to the Stipulation and Consent Order and/or Rule 9019 Order, with proof of service thereof, is filed with the Court by **March 16, 2011 at 12:00 p.m. (Prevailing Eastern Time)** and served in accordance with the above procedures, there will not be a hearing and the Stipulation and Consent Order may be signed without further notice.

PLEASE TAKE FURTHER NOTICE that if a written response with respect to the Stipulation and Consent Order or Rule 9019 Order is timely filed and served in accordance with this Notice, the Court will hear the Application on a date to be determined before the Honorable Robert E. Gerber, United States Bankruptcy Judge, Southern District of New York, at Room 621 of the United States Bankruptcy Court, One Bowling Green, New York, New York, 10004-1408. The moving and responding parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

Dated: February 28, 2011
New York, New York

KASOWITZ, BENSON, TORRES
& FRIEDMAN LLP

By: /s/ Robert M. Novick
David M. Friedman
Robert M. Novick
1633 Broadway
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Counsel to the Reorganized Debtors

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: :
: Chapter 11
ADELPHIA COMMUNICATIONS CORP., *et al.*, :
: Case No. 02-41729 (REG)
Reorganized Debtors. : Jointly Administered

**STIPULATION AND CONSENT ORDER ALLOWING
IN PART LENDER CLAIMS FOR ADDITIONAL GRID INTEREST
UNDER THE PARNASSOS AND CENTURY-TCI CREDIT FACILITIES**

This Stipulation and Consent Order (the “Stipulation”) is entered into as of this 4 day of February, 2011 (the “Stipulation Date”), by and among Adelphia Communications Corp. and its affiliated debtors (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Cases”), The Bank of Nova Scotia (“BNS”) and Citibank, N.A (“Citibank”), as administrative agents (the “Agents”) for, respectively, the Parnassos Credit Facility and the Century-TCI Credit Facility (the “Facilities”), and the lenders under the Facilities who are members of the Ad Hoc Committee of Non-Agent Secured Lenders in the Parnassos and Century-TCI Facilities (the “Non-Agent Lenders”; the Agents, the Non-Agent Lenders and the Debtors collectively, the “Parties”), in settlement of the “Grid Interest Claims,” defined below, subject only to approval by the United States Bankruptcy Court for the Southern District of New York (the “Court”) upon motion by the Debtors pursuant to Rule 9019 of the Bankruptcy Rules (the “Rule 9019 Motion”).

RECITALS

WHEREAS:

- A. On June 25, 2002 (the “Petition Date”), most of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code;
- B. Prior to the Petition Date, certain of the Debtors entered into a Credit Agreement dated as of December 30, 1998, among Parnassos L.P., as Borrower, BNS, as Administrative

Agent, and the lenders party thereto (the “BNS Lenders”), establishing the Parnassos Credit Facility, and certain of the Debtors entered into the Credit Agreement dated as of December 3, 1999, among Century-TCI California, L.P., as Borrower, Citibank, as Administrative Agent, and the lenders party thereto (the “Century-TCI Lenders” and, together with the BNS Lenders, the “JV Lenders”), establishing the Century-TCI Credit Facility;

C. On June 28, 2002, the Court entered the *Interim Order (I) Authorizing Debtors (A) to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1); 364(c)(2); 364(c)(3) and 364(d)(1) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. §§ 361, 362 and 363; (II) Granting Adequate Protection to Pre-Petition Secured Lenders Pursuant to 11 U.S.C. §§ 361, 362 and 363 and (III) Scheduling Final Hearing Pursuant to Bankruptcy Rules 4001(B) and (C) [Docket No. 51] (the “Interim DIP Order”);*

D. On August 23, 2002, the Court entered the *Final DIP Financing Order [Final Order (I) Authorizing Debtors (A) to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1); 364(c)(2); 364(c)(3) and 364(d)(1) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Pre-Petition Secured Lenders Pursuant to 11 U.S.C. §§ 361, 362 and 363] [Docket No. 525] (the “Final DIP Order”);*

E. The Debtors paid the JV Lenders, through their respective Agents, interest during the pendency of the Cases pursuant to the terms of the Interim DIP Order and Final DIP Order;

F. The Agents, for themselves and the JV Lenders, filed a series of proofs of claims asserting rights to receive additional interest beyond that which was paid by the Debtors pursuant to the Interim DIP Order and Final DIP Order (“Grid Interest Claims”);

G. On or about February 17, 2006, the Debtors, and the Official Committee of Unsecured Creditors appointed in the Cases, filed the *Joint Objection of the Debtors and the*

Official Committee of Unsecured Creditors to the Allowance of Certain Claims for Additional Interest Filed by the Administrative Agents Under the Debtors' Prepetition Credit Facilities, through which they objected, *inter alia*, to the allowance and payment of the Grid Interest Claims;

H. On June 29, 2006, the Court confirmed the *Third Modified Fourth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code for Century-TCI Debtors and Parnassos Debtors* (the "JV Plan");

I. On December 1, 2010, the Court entered the *Stipulation and Agreed Order of the Parties for Pre-Hearing Mediation of the Dispute Regarding the Ad Hoc Committee of Non-Agent Secured Lenders in the Parnassos and Century-TCI Facilities and The Bank of Nova Scotia and Citibank, N.A. Grid Interest Claims* (the "Mediation Stipulation"), and the Parties thereafter participated in mediation as contemplated by the Mediation Stipulation; and

J. The Parties have agreed to fully and finally resolve their disputes over the Grid Interest Claims, subject to approval by the Court upon the Rule 9019 Motion, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and undertakings set forth herein, and intending to be legally bound, the Parties hereby stipulate and agree as follows:

AGREEMENT

1. The above-referenced Recitals are hereby incorporated herein by reference and shall be contractual.

2. By executing this Stipulation, the Parties agree and acknowledge as follows:

- (i) This Stipulation and the Settlement embodied herein shall be effective on the date upon which final, effective, unstayed and non-appealable orders approving this Stipulation and granting the Rule 9019 Motion have been entered (the "Effective Date").

- (ii) Upon the Effective Date, the aggregate Grid Interest Claims shall be allowed in the amount of \$42,405,513.52 (the “Settlement Amount”), which represents the net of \$42.5 million, less 50% of the “Mediation Costs” as such term is defined in the Mediation Stipulation.
- (iii) Not later than three business days after the Effective Date, the Debtors shall cause 38.3857% of the Settlement Amount (\$16,277,653.20) to be transferred to BNS, and 61.6143% of the Settlement Amount (\$26,127,860.32) to be transferred to Citibank, each as Agents under their respective Facilities, for the benefit of the Agents and their respective participating JV Lenders.
- (iv) The payment of the Settlement Amount as set forth above and in section 4 of this Agreement shall be in full and complete satisfaction of all Grid Interest Claims that have been asserted against the Debtors.
- (v) Upon payment of the Settlement Amount, all proofs of claims filed by the Agents, any other party claiming by or through the Agents, or otherwise in respect of the Facilities, to the extent not already paid shall be forever expunged without need for a separate motion or order, including claims numbered 8810, 13384, 17724, 18055, 18059, 18064, 18978, and 19284.¹

3. Releases

a. Except for the obligations expressly set forth in this Stipulation, and subject to subsections 3(c) and 3(d) hereof, upon the Effective Date, each of the Debtors and each of their respective estates, successors and assigns, and any person or entity claiming by or through any of the foregoing (collectively, the “Debtor Releasing Parties”), for good and valuable consideration, the sufficiency of which is hereby acknowledged, release and discharge the Agents and the JV Lenders and each of their present and former subsidiaries, parents, affiliates, insurers, controlled companies, predecessors, successors, assigns, transferees, principals, partners, members, shareholders, officers, directors, agents, employees,

¹ By a separate motion to disallow and expunge certain bank claims in connection with District Court’s approval of the settlement agreement between the Adelpia Recovery Trust and various bank defendants, the Debtors seek to disallow and expunge the following additional claims of the JV Lenders: Claim Numbers 1928700, 1338300 and 1805800 filed by BNS and Claim Numbers 880900, 880800, 1897600 and 1897700 filed by Citibank.”

representatives and attorneys (collectively, the “Lender Released Parties”) from any and all claims and causes of action, whether known or unknown, of any nature or type, that the Debtors have or may have against the Lender Released Parties arising from or relating to the obligation to pay interest under the Facilities, except for any claims and defenses specifically relating to indemnification of fees and expenses incurred by the Agents and the JV Lenders after the Effective Date of the JV Plan in connection with the Grid Interest Claims or the Facilities.

b. Except for the obligations contained in this Stipulation, and subject to subsections 3(c) and 3(d) hereof, upon the Effective Date, each Agent, JV Lender, and each of their respective successors and assigns, and any person or entity claiming by or through any of the foregoing or otherwise under the Credit Facilities (collectively, the “Lender Releasing Parties”), for good and valuable consideration, the sufficiency of which is hereby acknowledged, release and discharge the Debtors and each of their respective estates, Plan Administrators, present and former subsidiaries, parents, affiliates, insurers, controlled companies, predecessors, successors, assigns, transferees, principals, partners, members, shareholders, officers, directors, agents, employees, representatives and attorneys (collectively, the “Debtor Released Parties”), from any and all claims and causes of action, whether known or unknown, of any nature or type, that the Lender Releasing Parties have or may have against the Debtor Released Parties arising from or relating to the obligation to pay interest under the Facilities, except for any claims and defenses specifically relating to indemnification of fees and expenses incurred by the Agents and the JV Lenders after the Effective Date of the JV Plan in connection with the Grid Interest Claims or the Facilities.

c. Notwithstanding anything to the contrary set forth in subsections 3(a) and 3(b) above, nothing in these Releases shall be deemed to release or prejudice any alleged Bank Lender Post-Effect Date Fee Claims under the JV Plan nor any defenses thereto.

d. Notwithstanding anything to the contrary set forth in this section 3, nothing in these Releases shall be deemed to waive or release any claim of any JV Lender for plan distributions of interest or principal on account of Bank Claims, as defined in the JV Plan, that were withheld pursuant to Sections 4.17(c)(i) and 4.22(c)(i) of the JV Plan or otherwise.

e. The releases contained in this Stipulation shall be and are effective as a full and final accord and satisfaction and general release of any and all claims released pursuant to these Releases. In furtherance thereof, the Parties represent that they are familiar with section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Debtor Releasing Parties and the Lender Releasing Parties waive and relinquish any right or benefit any of them may have under section 1542 of the California Civil Code, and any similar provision of statutory or nonstatutory law of any other jurisdiction, to the fullest extent that such person may lawfully waive all such rights and benefits pertaining to the subject matter of these Releases.

4. Following the Effective Date, the distribution by the Agents to their respective JV Lenders of those JV Lenders' pro rata portions of the Settlement Amount [in the case of any Electing Lender, as defined in the Stipulation and Consent Order Regarding Century-TCI Credit

Facility, approved July 19, 2007 (the "Century-TCI Stipulation"), net of any outstanding sums for which said Electing Lender is obligated pursuant to the Century-TCI Stipulation] shall effect a release by the JV Lenders of any and all claims against the Agents or any other JV Lender arising out of or in any way related to the Grid Interest Claims, other than any claims for reimbursement of any fees and expenses previously held back by the Agents from the Plan Distributions of any JV Lenders to the extent that such fees and expenses have been recovered from the JV LIF.

5. Subject only to approval by the Court upon the Rule 9019 Motion, each of the Parties to this Stipulation represents and warrants that it has the capacity and authority to enter into this Stipulation, and that the signatories hereto are authorized to bind their respective clients, including all members of the Non-Agent Lender Committee, to this Stipulation.

6. This Stipulation will be presented to the Court for approval by the Debtors pursuant to Bankruptcy Rule 9019.

7. Each of the Parties agrees to use its best reasonable efforts to obtain entry of an order by the Court approving this Stipulation at the earliest convenience of the Court following the filing of the Rule 9019 Motion. Each of the Parties warrants that its intention is to obtain approval of this Stipulation from the Court.

8. Upon entry of (i) a final, non-appealable and unstayed order approving this Stipulation and (ii) a final, non-appealable and unstayed order approving the Rule 9019 Motion, this Stipulation shall be binding upon the Debtor Releasing Parties and the Lender Releasing Parties from the Stipulation Date, except that the provisions of sections 4 through 13 (including this section 8) shall be effective as to the Parties immediately upon execution of this Stipulation.

9. Each of the Parties hereto represents that it has carefully read this Stipulation in its entirety; that it has had an adequate opportunity to consider it and to consult with any advisor of its choice about it; that it understands all of its terms; that it has the capacity to enter into this Stipulation subject to approval by the Court upon the Rule 9019 Motion; that it is duly authorized, subject to approval by the Court upon the Rule 9019 Motion, to enter into this Stipulation; that it voluntarily assents to all the terms and conditions contained herein; and that by signing this Stipulation it agrees and acknowledges to be bound, subject to approval by the Court of the Rule 9019 Motion, by the terms and conditions contained herein.

10. This Stipulation contains and constitutes the entire understanding and agreement among the Parties regarding the Grid Interest Claims and the other matters addressed herein and cancels all previous oral and written negotiations, agreements, orders, commitments, and writings in connection with the Grid Interest Claims.

11. The Parties affirm that no other promises or agreements of any kind have been made to them by any person or entity whatsoever to cause them to sign this Stipulation, and that they fully understand the meaning and intent of this Stipulation.

12. This Stipulation shall be construed as if all Parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any Party.

13. This Stipulation may be executed in one or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same agreement. Facsimile and electronically transmitted Adobe "pdf" signatures shall be deemed to have the full force and effect of original ink signatures.

14. The Court shall retain jurisdiction to hear any disputes regarding this Stipulation.

15. Upon Court approval of this Stipulation and the Rule 9019 Motion, this Stipulation shall become an order of the Court.

SO STIPULATED AS OF THE STIPULATION DATE WRITTEN ABOVE:

HUGHES HUBBARD & REED LLP

By: 

Michael Luskin
George A. Tsougarakis
Christopher Gartman

One Battery Park Plaza
New York, New York 10004
(212) 837-6000

*Counsel for The Bank of Nova Scotia, as
Lender and Administrative Agent for the
Lenders under the Parnassos Credit Facility*

JONES DAY

By: _____

Richard L. Wynne
Bennett L. Spiegel

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Los Angeles, California 90071
(213) 243-3939

*Counsel for the Ad Hoc Committee of Non-
Agent Secured Lenders in its capacity as
representative of the non-agent lenders in the
Parnassos and Century-TCI Facilities*

MILBANK, TWEED, HADLEY & McCLOY
LLP

By: _____

Michael Hirschfeld
Michael E. Comerford

1 Chase Manhattan Plaza
New York, New York 10005
(212) 530-5000

*Counsel for Citibank, N.A., as Lender and
Administrative Agent for the Lenders under
the Century-TCI Credit Facility*

KASOWITZ, BENSON, TORRES &
FRIEDMAN LLP

By: 

David M. Friedman
Robert M. Novick

1633 Broadway
New York, New York 10019
(212) 506-1700

Counsel for the Reorganized Debtors

SO ORDERED

United States Bankruptcy Judge

15. Upon Court approval of this Stipulation and the Rule 9019 Motion, this Stipulation shall become an order of the Court.

SO STIPULATED AS OF THE STIPULATION DATE WRITTEN ABOVE:

HUGHES HUBBARD & REED LLP

By: _____

Michael Luskin
George A. Tsougarakis
Christopher Gartman

One Battery Park Plaza
New York, New York 10004
(212) 837-6000

Counsel for The Bank of Nova Scotia, as Lender and Administrative Agent for the Lenders under the Parnassos Credit Facility

JONES DAY

By: _____

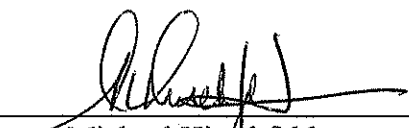
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Counsel for the Ad Hoc Committee of Non-Agent Secured Lenders in its capacity as representative of the non-agent lenders in the Parnassos and Century-TCI Facilities

MILBANK, TWEED, HADLEY & McCLOY LLP

By: _____


Michael Hirschfeld
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(212) 530-5000

Counsel for Citibank, N.A., as Lender and Administrative Agent for the Lenders under the Century-TCI Credit Facility

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP

By: _____

David M. Friedman
Robert M. Novick

1633 Broadway
New York, New York 10019
(212) 506-1700

Counsel for the Reorganized Debtors

SO ORDERED

United States Bankruptcy Judge

15. Upon Court approval of this Stipulation and the Rule 9019 Motion, this Stipulation shall become an order of the Court.

SO STIPULATED AS OF THE STIPULATION DATE WRITTEN ABOVE:

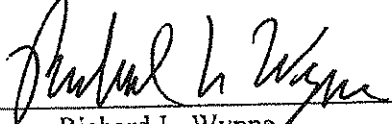
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*Counsel for The Bank of Nova Scotia, as
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Lenders under the Parnassos Credit Facility*

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*Counsel for the Ad Hoc Committee of Non-
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representative of the non-agent lenders in the
Parnassos and Century-TCI Facilities*

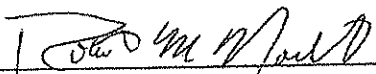
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*Counsel for Citibank, N.A., as Lender and
Administrative Agent for the Lenders under
the Century-TCI Credit Facility*

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By:  _____
David M. Friedman
Robert M. Novick

1633 Broadway
New York, New York 10019
(212) 506-1700

Counsel for the Reorganized Debtors

SO ORDERED

United States Bankruptcy Judge

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re :
 : Case No. 02-41729 (REG)
ADELPHIA COMMUNICATIONS CORP., et al., : Jointly Administered
 :
 Reorganized Debtors. :
 :
-----X

[PROPOSED] ORDER GRANTING MOTION OF ADELPHIA COMMUNICATIONS CORPORATION AUTHORIZING THE REORGANIZED DEBTORS TO ENTER INTO THE STIPULATION AND CONSENT ORDER ALLOWING IN PART LENDER CLAIMS FOR ADDITIONAL GRID INTEREST UNDER THE PARNASSOS AND CENTURY-TCI CREDIT FACILITIES

Upon the Motion (the "Settlement Motion") of Adelphia Communications Corporation, for itself and its affiliated reorganized debtors (collectively, the "Reorganized Debtors"), Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for an Order Approving and Authorizing the Reorganized Debtors to enter into the *Stipulation and Consent Order Allowing in Part Lender Claims for Additional Grid Interest under the Parnassos and Century-TCI Credit Facilities* (the "Stipulation") annexed to said Motion; it appearing that notice of the Settlement Motion and Notice of Presentment of the Stipulation was due and proper; and no other or further notice being necessary or required; and upon consideration of any responses or objections to the Settlement Motion and upon the entire record of these chapter 11 cases, it is hereby

1. ORDERED, that the terms of the Stipulation are fair and equitable, are in the best interest of the Reorganized Debtors, their estates and creditors, are within the range of reasonableness, and good and sufficient cause exists for granting the Settlement Motion; and it is further

2. ORDERED, that the Settlement Motion is granted in its entirety and the Stipulation is approved in its entirety; and it is further

3. ORDERED, that the Reorganized Debtors are authorized, but not required, to take further actions, execute and deliver such further documents as may be necessary to effectuate the Stipulation; and it is further

4. ORDERED, that this Court shall retain jurisdiction over any and all matters arising out of or related to the Stipulation, including the interpretation and enforcement thereof.

Dated: New York, New York
March __, 2011

HONORABLE ROBERT E. GERBER
UNITED STATES BANKRUPTCY JUDGE