

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

x
: Chapter 11

KCMVNO, INC.,

f/k/a Movida Communications, Inc., a Delaware corporation,¹

: Case No. 08-10601-EB

UTAH PUBLIC
SERVICE COMMISSION

Debtor.

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**NOTICE OF (A) ENTRY OF ORDER CONFIRMING THE DEBTOR'S AMENDED CHAPTER 11
PLAN OF LIQUIDATION, (B) OCCURRENCE OF EFFECTIVE DATE AND TO BAR DATES FOR
FILING ADMINISTRATIVE CLAIMS, REJECTION DAMAGES CLAIMS AND FEE CLAIMS**

1. **Confirmation Of Plan.** On March 3, 2009 (the "Confirmation Date"), the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the Debtor's Amended Chapter 11 Plan of Liquidation, dated January 4, 2009, as modified by the Confirmation Order (the "Plan"),² in the chapter 11 case (the "Chapter 11 Case") of KCMVNO, Inc., f/k/a Movida Communications, Inc. (the "Debtor").

2. **Effective Date.** On March 18, 2009, the Effective Date of the Plan occurred.

3. **Releases Pursuant to the Settlement.** On the Effective Date, the Committee, the Liquidation Trustee, the Liquidation Trust, and the Debtor's estate shall waive and be deemed to have released all claims against the Prepetition Lenders, including any claims on account of section 506(c) of the Bankruptcy Code, existing as of the occurrence of the Effective Date (subject to the preservation of any claims relating to Prepetition Lender obligations in connection with the Plan, if any) without need for further action or Bankruptcy Court approval.

4. **Injunction.** Except as otherwise provided in the Plan or an order of the Court, on and after the Confirmation Date, all Entities who have held, hold or may hold Claims against or Interests in the Debtor are, with respect to any such Claims or Interests, permanently enjoined from and after the Confirmation Date from: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Post-Confirmation Debtor, any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Entities, or any property of any such transferee or successor; (b) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means whether directly or indirectly, of any judgment, award, decree or order against the Post-Confirmation Debtor, any of its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to any of the foregoing Entities; (c) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Post-Confirmation Debtor, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to any of the foregoing Entities or against any property of the foregoing Entities; (d) asserting any right of subrogation of any kind, directly or indirectly, against any obligation due the Post-Confirmation Debtor, any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Entities; and (e) taking any actions in any place and in any manner whatsoever that do not conform to or comply with the provisions of the Plan.

5. **Exculpation.** Except as otherwise provided by the Plan or the Confirmation Order, on the Effective Date, the Debtor, the Committee and its members, and their respective present and former officers, directors, members, managers, employees, representatives, counsel and other agents, successors and assigns shall be deemed released by each of them against the other, and by all holders of Claims or Interests, of and from any claims, obligations, rights, causes of action and liabilities for any act or omission in connection with, or arising out of, the Chapter 11 Case, including, without limiting the generality of the foregoing, all sales of Property, assets, the Disclosure Statement, the pursuit of approval of the Disclosure Statement, the pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions which constitute willful misconduct or gross negligence, and all such Persons, in all respects, shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan and under the Bankruptcy Code. For the avoidance of any doubt, the exculpation provided herein does not affect any cause of action the Debtors or its estate may have against any of the foregoing parties on account of any prepetition payments received by such parties or prepetition actions taken by such parties.

¹ The last four digits of KCMVNO, Inc.'s (f/k/a Movida Communications, Inc.) federal tax identification number are 2263. The mailing address for KCMVNO, Inc. is 1855 Lakeland Drive, Suite D-20, Jackson, MS 39216.

² Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Plan.

6. Bar Dates for Filing Various Types of Claims.

(a) **Administrative Claims.** Unless otherwise ordered by the Bankruptcy Court, requests for payment of Administrative Claims (except for Fee Claims), for the period from March 31, 2008 through and including the Effective Date, must be filed and served on: (i) the Debtor; (ii) counsel to the Debtor; (iii) counsel to the Liquidation Trustee; (iv) the Plan Administrator, Ocean Capital Advisors, LLC, 56 Harrison Street, Suite 203A, New Rochelle, NY 10801, Attention: Bradley E. Scher; and (v) counsel to the Plan Administrator, Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, P.O. Box 391, Wilmington, Delaware, Attention: Michael R. Nestor, Esq. and Robert F. Poppiti, Jr., Esq., no later than April 17, 2009 (the "Administrative Claim Bar Date").

Any Person that is required to file and serve a request for payment of an Administrative Claim and fails to timely file and serve such request, shall be forever barred, estopped and enjoined from asserting such Claim or participating in distributions under the Plan on account thereof.

Objections to requests for payment of Administrative Claims (except for Fee Claims) must be filed and served on Post-Confirmation Debtor, counsel to the Post-Confirmation Debtor, the Plan Administrator, counsel to the Plan Administrator, the Liquidation Trustee, counsel to the Liquidation Trustee and the requesting party within ninety (90) days after the Effective Date, unless extended by the Bankruptcy Court.

(b) **Fee Claims.** Unless otherwise ordered by the Bankruptcy Court, requests for payment of Fee Claims incurred through the Effective Date, must be filed and served on the Post Confirmation Debtor, counsel to the Post Confirmation Debtor, counsel to the Liquidation Trustee, the United States Trustee, the Plan Administrator and counsel to the Plan Administrator no later than May 4, 2009 (the "Fee Claim Bar Date").

Any Person that is required to file and serve a request for payment of a Fee Claim and fails to timely file and serve such request, shall be forever barred, estopped and enjoined from asserting such Fee Claim or participating in distributions under the Plan on account thereof.

Objections to Fee Claims must be filed and served on the Debtor, counsel to the Debtor, counsel to the Committee, the United States Trustee, the Plan Administrator, counsel to the Plan Administrator, the Liquidation Trustee, counsel to the Liquidation Trustee and the requesting party by within forty-five (45) days after the filing of such Fee Claim, unless extended by the Bankruptcy Court.

7. Rejection of Executory Contracts and Unexpired Leases; Rejection Damages Bar Date.

(a) **Rejection of Executory Contracts and Unexpired Leases.** Any and all pre-petition leases or executory contracts not previously rejected by the Debtor, unless specifically assumed pursuant to orders of the Bankruptcy Court prior to the Confirmation Date or the subject of a motion to assume or assume and assign pending on the Confirmation Date, shall be deemed rejected by the Debtor effective as of the Confirmation Date, but subject to the occurrence of the Effective Date.

(b) **Rejection Damages Bar Date.** All proofs of claim with respect to claims arising from the rejection of executory contracts or leases shall, unless another order of the Bankruptcy Court provides for an earlier date, be filed with the Bankruptcy Court on or before April 17, 2009 (the "Rejection Bar Date") which, in accordance with the Plan, is thirty (30) after the mailing of this Notice.

Unless otherwise permitted by Final Order, any proof of claim that is not filed prior to the Confirmation Date (other than those claims arising from the rejection of executory contracts or leases which may be filed in accordance with the Rejection Bar Date, as set forth above and more fully in the Plan) shall automatically be disallowed as a late filed claim, without any action by the Post-Confirmation Debtor, the Plan Administrator or the Liquidation Trustee, as applicable, and the holder of such Claim shall be forever barred from asserting such Claim against the Debtor, its estate or property or the Post-Confirmation Debtor.

Dated: Wilmington, Delaware
March 18, 2009

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Robert F. Poppiti, Jr.

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