

United States Court of Appeals

For the Seventh Circuit
Chicago, Illinois 60604

April 13, 2011

Before

MICHAEL S. KANNE, *Circuit Judge*

JOHN DANIEL TINDER, *Circuit Judge*

DAVID F. HAMILTON, *Circuit Judge*

No. 10-1524

IN THE MATTER OF:

UAL CORPORATION,
Debtor.

Appeal from the United States District
Court for the Northern District of
Illinois, Eastern Division.

REGEN CAPITAL I, INC.,
Appellant,

No. 09 C 5225

v.

John W. Darrah,
Judge.

UAL CORPORATION, *et al.*,
Appellees.

ORDER

All members of the panel have voted to deny the petition for rehearing, and have voted to amend the court's opinion of February 18, 2011, as follows:

On page 17, line 8, the following language shall be inserted after the word "contract":

"not be assumed or rejected prior to plan confirmation. For example, some courts have concluded that where a plan does not provide for treatment of an executory contract, that contract"

The following paragraph shall be inserted at the start of page 18 before the paragraph commencing “The United’s plan . . .”:

“Under similar reasoning, some courts have held that the Code permits the bankruptcy court to approve a reorganization plan that provides for post-confirmation assumption or rejection. See *DJS Properties, L.P. v. Simplot*, 397 B.R. 493, 498-501 (D. Idaho 2008) (bankruptcy court did not abuse its discretion by approving a plan calling for post-confirmation assumption or rejection of executory contracts; noting that this interpretation is supported by sound policy reasons and lives up to congressional intent); cf. *Alberts v. Humana Health Plan, Inc. (In re Greater Southeast Community Hospital Corp. I)*, 327 B.R. 26, 32-34 (Bankr. D.D.C. 2005) (order confirming plan provided that executory contracts were “deemed assumed” but allowed reorganized debtors to reject those same contracts post-confirmation if suggested cure amounts proved unacceptable).”

On page 18, line 3, the word “latter” shall be inserted before the word “approach.”

On page 18, line 4, the word ““ride-through”” shall be deleted and replaced by the following language: “post-confirmation assumption or rejection”.

On page 18, beginning on line 5 and continuing to line 6, the words “the “ride-through”” shall be deleted and replaced by the word “this”.

On page 18, line 10, the word ““ride-through”” shall be deleted and replaced by the following language: “post-confirmation rejection”.

On page 20, beginning on line 8 and continuing to line 9, the words “let executory contracts “ride-through” plan confirmation and to” shall be deleted.