



UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	
SILVER CINEMAS INTERNATIONAL, INC.)	
SILVER CINEMAS, INC.)	Chapter 11
LANDMARK THEATRE CORPORATION))	Case Nos. 00-1973 (TTF)
LANDMARK THEATRE USA, INC.)	
)	Jointly Administered
Debtors.)	

INTERIM ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 363(c) AND 364(c) AND BANKRUPTCY RULE 4001 (i) AUTHORIZING DEBTORS TO OBTAIN INTERIM POST-PETITION FINANCING, GRANTING SENIOR LIENS AND PRIORITY ADMINISTRATIVE EXPENSE STATUS, MODIFYING THE AUTOMATIC STAY, AND AUTHORIZING DEBTORS TO ENTER INTO AGREEMENTS WITH FOOTHILL CAPITAL CORPORATION AND ABLECO FINANCE LLC, AS LENDERS; (ii) PRESCRIBING FORM AND MANNER OF NOTICE AND TIME FOR FINAL HEARING UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 4001(c); (iii) AUTHORIZING REPAYMENT OF PRE-PETITION SECURED DEBT OWING TO FARALLON CAPITAL FUNDING, LLC, AS AGENT; AND (iv) AUTHORIZING INTERIM USE OF CASH COLLATERAL

THIS MATTER came before the Court on May 17, 2000 (the "Interim Hearing") upon the Motion (the "Motion"), filed on May 17, 2000, of Silver Cinemas International, Inc., Debtor and Debtor-in-Possession ("SCI International"), Silver Cinemas, Inc., Debtor and Debtor-in-Possession ("SCI"), Landmark Theatre Corporation, Debtor and Debtor-in-Possession ("Landmark"), and Landmark Theatre USA, Inc., Debtor and Debtor-in-Possession ("Landmark")

AS A TRUE COPY:

ATTEST:

DAVID D. BIRD, CLERK
U.S. BANKRUPTCY COURT

BY: Cathy Perry
Deputy Clerk

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USA", together with SCI International, SCI and Landmark, each individually, "Debtor" and collectively as "Debtors"), seeking, inter alia:

a. authority, pursuant to Sections 364(c)(1), and 364(c)(2) of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") and Rules 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for the Debtors to obtain post-petition loans, advances and other financial accommodations of up to the aggregate outstanding amount of \$50,000,000 from the financial institutions which are parties to the Loan Agreement (as hereinafter defined) as Lenders (individually, "Lender" and collectively, "Lenders"), severally and not jointly, and Foothill Capital Corporation, as the arranger and administrative agent for the Lenders (in such capacity, the "Agent"), on an interim basis pursuant to the terms and conditions and in accordance with the lending formulas set forth in the Loan and Security Agreement, of even date herewith, by and among the Debtors, Agent and Lenders, substantially in the form annexed to the Motion as Exhibit "A" (the "Loan Agreement"), secured by first priority security interests in and liens upon all of the Collateral (as hereinafter defined) pursuant to Sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code;

b. authority for the Debtors to enter into the Loan Agreement, together with all other related agreements, documents and instruments referred to in the Loan Agreement, (collectively, with the Loan Agreement, the "Loan Documents") (capitalized terms not otherwise defined in this Order shall have the respective meanings ascribed thereto in the Loan Agreement);

- c. approval of the terms and conditions of the Loan Agreement and the other Loan Documents;
- d. the modification of the automatic stay, to the extent identified hereinbelow;
- e. the granting to Agent and Lenders of super-priority administrative claim status pursuant to Section 364(c)(1) of the Code;
- f. the setting of a final hearing on the Motion;
- g. authority for the Debtors to pay all amounts owing, or asserted to be owing, from the Debtors to Farallon Capital Funding, LLC, as agent (the "Pre-Petition Agent"), and others, under the Pre-Petition Lender Documents (as defined hereinbelow), as secured, pre-petition claims, subject to such terms and conditions as are set forth hereinbelow; and
- h. authority for the Debtors to use cash collateral in which the Pre-Petition Agent asserts security interests, liens or other interests on an interim basis until the Closing under the Loan Documents.

IT APPEARING THAT,

A. Each Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on May 16, 2000 (the "Petition Date") and is continuing in the management and possession of its business and properties as debtor-in-possession pursuant to Sections 1107 and 1108 of the Code.

B. It having been represented to the Court by Debtors that prior to the commencement of the Debtors' Chapter 11 Cases, the Debtors entered into an Amended and Restated Credit Agreement, dated as of October 6, 1999, by and among Debtors, the lenders signatory thereto (collectively, the "Pre-Petition Lenders"), and the Pre-Petition Agent, which facility was from time to time amended, modified, supplemented, renewed, restated or replaced, and together with all related agreements, documents, notes and instruments (collectively, referred to as the "Pre-Petition Lender Documents"). Pursuant to the terms of the Pre-Petition Lender Documents, the Pre-Petition Lenders financed the repurchase of certain indebtedness, general corporate purposes and capital expenditure and working capital requirements of the Debtors, which indebtedness and other obligations arising thereunder the Debtors acknowledge are secured by all of the Debtors' right, title and interest in and to property and interests in property in or upon which the Pre-Petition Lenders were granted liens under the Pre-Petition Lender Documents (the "Pre-Petition Lender Collateral").

C. Debtors acknowledge and agree that (a) the aggregate principal amount owed by Debtors to the Pre-Petition Lenders, pursuant to the Pre-Petition Lender Documents as of May 15, 2000 is in the approximate principal amount of \$32,322,789, together with interest accrued and accruing thereon and fees, costs, expenses and other charges and obligations (as more fully described and defined in the Pre-Petition Lender Documents, the "Pre-Petition Lender Obligations") accrued and accruing thereon or with respect thereto (collectively, the "Pre-Petition Lender Debt") and (b) the Pre-Petition Lender Debt is secured pursuant to the Pre-Petition

Lender Documents by security interests and liens granted by Debtors to or for the benefit of the Pre-Petition Lenders upon the Pre-Petition Lender Collateral existing as of the time immediately prior to the Petition Date and the post-petition proceeds and products thereof.

D. SCI International issued 10-1/2% Senior Subordinated Notes in the original principal amount of \$100,000,000 due 2005 (the "Subordinated Notes"), pursuant to the Indenture, dated as of April 15, 1998, as amended as of October 7, 1999, among SCI International, the Guarantors (as defined in the Indenture) and Norwest Bank Minnesota, National Association, as Indenture Trustee, together with all related agreements, documents and instruments (collectively, the "Subordinated Note Agreements"). The 10-1/2% Senior Subordinated Note Agreements is an unsecured facility and contains, *inter alia*, a "negative pledge" provision prohibiting the Debtors from granting liens in and to certain unencumbered assets of the Debtors, unless the holders thereof are "equally and ratably" secured by such liens.

E. Without the financing proposed by the Motion, Debtors will not have the funds necessary to continue the operation of Debtors' businesses as debtors-in-possession under Chapter 11 of the Bankruptcy Code and the management and preservation of the Debtors' assets and properties.

F. Debtors have requested that Lenders (or Agent on behalf of Lenders), severally, and not jointly, make loans and advances and provide other financial accommodations to Debtors in order to provide funds and other financial accommodations to be used by Debtors

to repay the Pre-Petition Lender Debt and for Debtors' general operating, working capital and other business purposes in the ordinary course of the Debtors' businesses.

G. All such additional loans, advances and other financial accommodations by Agent and Lenders will benefit Debtors, their estates and creditors.

H. Agent and Lenders are willing to make such loans and advances on a secured basis as more particularly described herein and subject to the terms and conditions contained herein.

I. The ability of the Debtors to continue their businesses and remain viable entities and thereafter reorganize under Chapter 11 of the Bankruptcy Code depends upon the Debtors obtaining such financing from Agent and Lenders.

J. The Debtors' interim use of cash collateral in which the Pre-Petition Lenders and the Pre-Petition Agent assert security interests, liens or other interests, upon the terms and conditions set forth hereinbelow, is necessary and beneficial to the Debtors' estates and creditors, and the Pre-Petition Lenders' and Pre-Petition Agent's interests therein will be adequately protected by such terms and conditions.

K. Repayment of the Pre-Petition Lender Debt, in order to facilitate the consummation of the terms of the financing contemplated by the Loan Documents, upon the terms and conditions set forth hereinbelow, is in the best interests of the Debtors' estates and creditors.

L. The relief requested in the Motion is necessary, essential, and appropriate for the continued operation of the Debtors' businesses, the management and preservation of their assets and properties and is in the best interests of the Debtors, their estates and creditors.

NOW, THEREFORE, upon the record set forth by the Debtors, including the Motion, the files and pleadings in these cases, the record of the proceedings heretofore held before this Court with respect to the Motion and upon completion of the Interim Hearing and sufficient cause appearing therefor, the Court hereby finds as follows:

(i) The Debtors are unable to obtain unsecured credit allowable under Section 503(b)(1) of the Bankruptcy Code or pursuant to Sections 364(a), and (b) of the Bankruptcy Code.

(ii) No other source of financing exists on terms more favorable than those offered by Agent and Lenders.

(iii) The Debtors have provided actual notice of the Motion and the relief requested thereunder, the Interim Hearing and the terms of this Order, by telecopy, overnight courier or by-hand delivery to (a) the Office of the United States Trustee, (b) the attorneys for Agent and Lenders, (c) the Agent for the Pre-Petition Lenders, (d) the Indenture Trustee, (e) the twenty (20) largest unsecured creditors of Debtors on a consolidated basis, (f) all other creditors known to the Debtors to possess liens against Debtors' assets, (g) all landlords, owners and/or their agents of the premises at which Debtors' conduct their operations, (h) the Securities and Exchange Commission and (i) all parties who have filed Notices of Appearance in this case.

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(iv) Consideration of this Motion constitutes a "core proceeding" as defined in 28 U.S.C. §§ 157(b)(2)(A), (D),(G),(K),(M) and (O). This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334.

(v) Based on the record before the Court, the terms and conditions of the Loan Documents and this Interim Order have been negotiated at arm's length and in good faith, Agent and Lenders are extending financing to the Debtors in good faith, Agent and Lenders are entitled to the benefits of the provisions of Section 364(e) of the Bankruptcy Code, and all post-petition loans, advances or other credit accommodations made or provided by Agent and Lenders to Debtors as authorized by this Interim Order shall be deemed to have been made in good faith, as that term is used in Section 364(e) of the Bankruptcy Code.

(vi) Based on the record before the Court, the Pre-Petition Lenders are consenting to the use of their cash collateral in good faith and the Pre-Petition Lenders and the Pre-Petition Agent are entitled to the benefits of the provisions of section 363(m) of the Bankruptcy Code.

(vii) Subject to the rights of the Committee set forth in Paragraph 6, each Debtor has agreed, acknowledged and stipulated that: (a) the Pre-Petition Lender Debt is due and owing and is a legal, binding and enforceable obligation of each Debtor not subject to any offset, defense, claim, counterclaim or any other diminution of any type, kind or nature whatsoever; (b) all of the Pre-Petition Lender Documents are valid and enforceable in accordance with their terms, are not subject to any offset, defense, claim, counterclaim or diminution of any type, kind

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or nature whatsoever, and are not subject to avoidance pursuant to applicable state or federal laws (including, without limitation, the Bankruptcy Code); (c) the Pre-Petition Lender Collateral constitutes, and thus the Pre-Petition Lender Debt is secured by, substantially all of the Debtors' tangible and intangible property other than Leasehold Interests with respect to approximately 25 theaters operated by the Debtors, for which requisite landlord consents could not be timely obtained; (d) the Pre-Petition Agent and the Pre-Petition Lenders properly perfected their security interests in and liens upon the Pre-Petition Lender Collateral prior to ninety (90) days before the Petition Date and such security interests and liens are valid, perfected, enforceable and nonavoidable pursuant to the Bankruptcy Code and applicable state law; (e) the joint and several obligations of each Debtor and the security agreements (collectively, the "Debtor Agreements") executed by each Debtor (which are part of the Pre-Petition Lender Documents) are valid and enforceable obligations of the makers of such Debtor Agreements in accordance with their terms and are not subject to offset, defense, claim, counterclaim or diminution of any type, kind or nature whatsoever, and such Debtor Agreements and the obligations thereunder are not subject to avoidance pursuant to the Bankruptcy Code or applicable state law; and (f) the value of the Pre-Petition Lender Collateral exceeds the amount of the Pre-Petition Lender Debt and, therefore, interest, expenses, costs and attorneys fees may presently accrue with respect to the Pre-Petition Lender Debt pursuant to Section 506(b) of the Bankruptcy Code and be paid when due in accordance with the Pre-Petition Lender Documents.

(viii) Appropriate notice of the hearing requesting the entry of this Interim Order and the Interim Hearing has been provided.

(ix) The relief granted by this Court pursuant to this Interim Order is necessary to avoid immediate and irreparable harm and injury to Debtors' estates.

(x) Good, adequate and sufficient cause has been shown to justify the granting of the relief requested herein, and the immediate entry of this Interim Order.

(xi) A committee of unsecured creditors pursuant to Section 1102 of the Bankruptcy Code has not been appointed in these cases.

(xii) The Debtors' interim use of cash collateral in which the Pre-Petition Lenders and the Pre-Petition Agent assert security interests, liens or other interests, upon the terms and conditions set forth hereinbelow, is necessary and beneficial to the Debtors' estates and creditors, and the Pre-Petition Lenders' and Pre-Petition Agent's interests therein will be adequately protected by such terms and conditions.

(xiii) Repayment of the Pre-Petition Lender Debt, in order to facilitate the consummation of the terms of the financing contemplated by the Loan Documents, upon the terms and conditions set forth hereinbelow, is in the best interests of the Debtors' estates and creditors.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:

1. The Motion is granted and approved to the extent provided below. This Order shall hereinafter be referred to as the "Interim Order."

2. The Debtors are hereby authorized and empowered to immediately borrow and obtain Advances and Construction Loans from Agent and Lenders pursuant to the terms of this Interim Order and the terms and conditions set forth in the Loan Agreement, in such amount or amounts as may be made available to Debtors by Agent and Lenders in an amount not to exceed \$50,000,000 outstanding at any one time, on a revolving and term basis, in accordance with the formulae, terms and conditions set forth in the Loan Agreement and this Interim Order¹, provided, however, that until entry of a final order granting the Motion, the aggregate, outstanding principal balance owing to the Lenders at any one time may not exceed the aggregate amount of \$37,000,000.

3. The Debtors shall use the proceeds of the loans and advances made by Agent and Lenders to Debtors pursuant to this Interim Order and the Loan Agreement, inter alia, (i) to pay in full the Pre-Petition Lender Debt², (ii) after payment in full of the Pre-Petition Lender Debt, to pay the fees and expenses due Agent and Lenders under the Loan Agreement,

¹ Debtors may, at their option on May 22, 2000, amend (i) the rate of Revolving Advances based upon the Applicable TLCF Amount (as defined in the Loan Agreement) from 2.75 to 3.0 and the applicable interest rate (the Base Rate Margin) from 3 percentage points to 4 percentage points, provided, that, such rate of Revolving Advances upon the Applicable TLCF Amount and corresponding Base Rate Margin may be amended to 2.75 and 3.0, respectively, if on the nineteenth (90th) day after the closing, Required Availability (as defined in the Loan Agreement) is \$5,000,000 based upon TLCF (as defined in the Loan Agreement) of 2.75.

² For all purposes of this Interim Order, the terms "payment in full" and "full payment" of the Pre-Petition Lender Debt means full payment of ~~matured~~ amounts of such debt, without regard to any contingent claims for reimbursement of expenses or indemnity obligations not yet accrued as of the Pre-Petition Debt Payoff Time.

all outstanding principal amounts and accrued

including, without limitation, the Closing Fee (as defined in the Fee Letter), which is immediately due and payable, and (iii) after payment in full of the Pre-Petition Lender Debt, for general operating and working capital purposes in the ordinary course of the Debtors' businesses, including without limitation, amounts paid for such purposes which may constitute administrative expense claims under the Bankruptcy Code attributable to the operation of Debtors' businesses, expenditures authorized by order of the Court, the fees of the U.S. Trustee and the fees of Clerk of this Court. Neither Agent nor any Lender shall have any obligation or responsibility to monitor the Debtors' use of the Advances and Construction Loans and Agent and Lenders may rely on the Debtors' representations that the amount of the Advances and Construction Loans requested, and the use thereof, is in accordance with the requirements of this Interim Order and the Loan Documents.

4. Debtors are authorized and directed to (a) execute, deliver, perform and comply with the terms and covenants of the Loan Agreement and the other Loan Documents by each Debtor in favor of Agent and Lenders, (b) satisfy, prior to the Lender Group making the initial Advance, each of the conditions precedent set forth in the Loan Agreement to the satisfaction of Lenders (unless such condition is waived by Lenders in their sole discretion), including, without limitation, the receipt by Agent of lien searches with respect to Borrower, the results of which are satisfactory to Agent, and (c) comply with such terms, conditions and covenants and such terms, conditions and covenants shall be sufficient and conclusive evidence of the borrowing and financing arrangements by and among the Debtors, Agent and Lenders for

all purposes, including, without limitation, to the extent applicable, the payment of all principal, interest, fees, unused line fees, collateral management fees, early termination premiums, appraisal fees, attorneys fees and legal expenses, and other fees and expenses, as more fully set forth in the Loan Agreement and the other Loan Documents.

5. To secure the prompt payment and performance of any and all obligations, liabilities and indebtedness of the Debtors to Agent and Lenders of whatever kind or nature or description, arising on or after the date hereof, under the Loan Agreement, the other Loan Documents or this Interim Order, whether absolute, contingent or otherwise (collectively, the "Obligations"), Agent, for the benefit of itself and the ratable benefit of the Lenders, shall have and is hereby granted, effective after the entry of this Interim Order, and only upon the payment in full of the Pre-Petition Lender Debt and the release and termination of the Pre-Petition Lenders' liens upon the Pre-Petition Lender Collateral, valid and perfected first priority security interests and liens, senior and superior in priority to all other secured and unsecured creditors of Debtors' estates, except for senior liens expressly permitted in the Loan Documents or to the extent entitled to priority as otherwise provided in paragraph 7 below, and subject to the subordination set forth in paragraph 16 hereinbelow, in and upon all of the existing and future assets and properties of Debtors and their estates, both real and personal, whether acquired prior to, concurrently with or after the filing of the petition commencing the Debtors' Chapter 11 Cases (collectively, the "Collateral"), including, without limitation, and by way of general description:

- (a) all present and future Accounts;
- (b) all present and future Equipment;
- (c) all present and future General Intangibles;
- (d) all present and future Inventory;
- (e) all present and future Investment Property and its components;
- (f) all present and future Negotiable Collateral;
- (g) all present and future Real Property (including all Leasehold Property),
- (h) the Debtors' existing and future Books;
- (i) all Collections and other present and future money, cash and cash collateral of the Debtors, whether or not in possession or control of Agent or any Lender and deposit accounts of the Debtors;
- (j) all present and future claims, rights, interests, assets and properties recovered by or on behalf of the Debtors' estates, (whether in the Debtors' Chapter 11 Cases or any subsequent case to which such Chapter 11 Case is converted), excluding the Avoidance Actions; and
- (k) all products and proceeds of the foregoing, in any form, including, without limitation, insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing;

6. (a) The Debtors are hereby authorized to pay in full all amounts owing, or asserted to be owing, from the Debtors to the Pre-Petition Lenders and the Pre-Petition

Agent under the Pre-Petition Lender Documents including loans in the approximate principal amount of \$32,382,389 as of May 15, 2000, with interest accrued and accruing thereon and fees, costs, expenses and other Pre-Petition Lender Obligations accrued and accruing thereon with respect thereto.

(b) Following the entry of this Order, the Pre-Petition Lenders and the Pre-Petition Agent shall simultaneously with receipt by the Pre-Petition Agent of payment in full of the Pre-Petition Lender Debt, release and terminate all of their liens upon and security interests in the Pre-Petition Lender Collateral, and execute and deliver all documents reasonably requested of them in order to evidence and effectuate such releases and terminations. To the extent any lien, claim, mortgage or encumbrance in favor of the Pre-Petition Lenders or the Pre-Petition Agent is not released following entry of this Order and the Pre-Petition Lenders' and the Pre-Petition's Agent's receipt of payment in full of the Pre-Petition Lender Debt, the liens and security interests granted in favor of Agent and Lenders pursuant to this Interim Order and the Loan Documents shall be senior in priority to such unreleased liens, claims, mortgages and encumbrances, regardless of the time of attachment, filing, recording or the perfection of the Agent's and Lenders interest in the assets of the Debtors' estates. Notwithstanding any other provision of this Interim Order, (i) the expense reimbursement and indemnification obligations under the Pre-Petition Lender Documents shall survive the payment in full of the Pre-Petition Lender Debt that has accrued at the time all of the principal amount of the loans thereunder and all interest and fees in respect thereof and all then due and owing other Pre-Petition Lender Obligations are paid

in full (the "Pre-Petition Debt Payoff Time"); and (ii) any expense reimbursement and indemnity obligations under the Pre-Petition Lender Documents that have not accrued at the Pre-Petition Debt Payoff Time shall not, however, be secured by liens on any of the Pre-Petition Lender Collateral.

(c) Subject to the Committee's rights under Section 6, each Debtor hereby (i) releases and discharges the Pre-Petition Agent and the Pre-Petition Lenders and their respective affiliates, agents, attorneys, officers, directors, advisors and employees from any and all claims and causes of action arising out of, based upon or related to the Pre-Petition Lender Documents or the relationship of the Pre-Petition Agent or the Pre-Petition Lenders with any Debtor prior to the entry of this Interim Order, and (ii) waives any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability, and nonavoidability (under Section 510, 544, 545, 547, 548, 550, 552 or 553 of the Bankruptcy Code or otherwise) of the Pre-Petition Lender Debt and the security interests in and liens on the Pre-Petition Lender Collateral in favor of the Pre-Petition Agent and the Pre-Petition Lenders. The release, discharge and waivers set forth above will be deemed effective upon the Pre-Petition Debt Payoff Time.

(d) The receipt by the Pre-Petition Lenders and the Pre-Petition Agent of payment in full of the Pre-Petition Lender Debt and the extent, validity, perfection and enforceability of the Pre-Petition Lender Debt and the Pre-Petition Lenders' and the Pre-Petition Agent's liens upon the Pre-Petition Lender Collateral are for all purposes subject only to the

rights of any Committee duly appointed pursuant to Section 1102 of the Bankruptcy Code (the "Committee"), for a period, commencing on the date of the appointment of the Committee, of ninety (90) days to file a complaint pursuant to Bankruptcy Rule 7001, seeking to invalidate, subordinate or otherwise challenge the Pre-Petition Lender Debt, or any portion thereof, pursuant to the Bankruptcy Code or other applicable law, and/or the Pre-Petition Lenders' and the Pre-Petition Agent's liens upon the Pre-Petition Collateral and/or to assert any other claims or causes of action against the Pre-Petition Lenders and the Pre-Petition Agent. If such complaint is not timely filed within the ninety (90) day period set forth above, then the Pre-Petition Lender Debt and the security interests and liens of the Pre-Petition Lenders and the Pre-Petition Agent upon the Pre-Petition Collateral shall be recognized and allowable as valid, binding, in full force and effect, and not subject to any claims, counterclaims, setoff or defenses. If such complaint is timely filed within such ninety (90) day period, then the Pre-Petition Lenders and the Pre-Petition Agent shall pay to the Debtors and their estates such amounts, if any, as is determined to be owing to the Debtors on account of such challenge in a final judgment upon such complaint. Notwithstanding the outcome of any action taken by the Committee against the Pre-Petition Lenders and the Pre-Petition Agent, the liens and security interests of the Pre-Petition Lenders and the Pre-Petition Agent shall not be reinstated upon any of the Pre-Petition Collateral or upon any other assets and properties of Debtors' estates on and after the payment in full of the Pre-Petition Lender Debt for any reason; and the simultaneous release and termination of the liens and security interests of the Pre-Petition Lenders and the Pre-Petition Agent following entry of

this Interim Order and upon repayment in full of the Pre-Petition Lender Debt shall be final and effective all in accordance with the provisions of Paragraph 6(b) hereof. In the event a complaint pursuant to Bankruptcy Rule 7001 is filed seeking to invalidate, subordinate or otherwise challenging the Pre-Petition Lender Debt or any portion thereof or if any other expense reimbursement or indemnity obligations provided for in the Pre-Petition Lender Documents accrue after the Pre-Petition Payoff Time, the Pre-Petition Agent and the Pre-Petition Lenders shall be entitled to recover their reasonable attorneys fees ^(subject to Bankruptcy Court review) and expenses incurred in respect of such complaint or any other such expense reimbursement or indemnity obligation amounts to the extent provided for under the Pre-Petition Lender Documents. Any such reasonable attorneys fees and expenses or any other expense reimbursement amounts of the Pre-Petition Agent and the Pre-Petition Lenders shall be recovered after the Pre-Petition Debt Payoff Time first from the expense deposit (the "Pre-Petition Expense Deposit") established by the Pre-Petition Agent pursuant to Section 3.3 of that certain Waiver No. 3 to Amended and Restated Credit Agreement dated as of April 28, 2000 among the Debtors, the Pre-Petition Agent and the Pre-Petition Lenders. To the extent the Pre-Petition Expense Deposit is not sufficient to cover any such fees and expenses or any other expense reimbursement amounts of the Pre-Petition Agent and the Pre-Petition Lenders, and in the case of any indemnity obligation amounts, then the Pre-Petition Agent and the Pre-Petition Lenders are hereby granted a super-priority administrative claim for such amounts under 11 U.S.C. §364(c) and a lien securing such amounts on all collateral granted in favor of the Agent and the Lenders (provided that (i) such liens and super-priority claims

granted in favor of the Pre-Petition Agent and the Pre-Petition Lender shall at all times be junior and subordinate to the liens, security interests and super-priority claims granted in favor of Agent and Lenders pursuant to the Loan Agreement and this Interim Order and (ii) Agent and Lenders shall have the sole and exclusive right to exercise and enforce all rights and privileges with respect to the Collateral). The Pre-Petition Agent shall not be required to repay, or to credit against amounts of Pre-Petition Lender Debt otherwise owing to the Pre-Petition Agent or the Pre-Petition Lenders, any of the Pre-Petition Expense Deposit until the later of expiration of such 90-day period referred to above or the resolution in a final judgment of any complaint timely filed within such period, and then only after deducting therefrom any expenses payable pursuant to the Pre-Petition Lender Documents. Notwithstanding anything to the contrary contained in this Interim Order, any and all claims, defenses, affirmative defenses and rights whatsoever of the Pre-Petition Lenders and the Pre-Petition Agent held prior to the payment of the Pre-Petition Lender Debt shall not be effected in any way by the satisfaction of such debt and the release of the Pre-Petition Lenders' liens related thereto.

7. Notwithstanding anything to the contrary set forth in this Interim Order, including paragraph 5 of this Interim Order, the security interests in and liens of Agent or any Lender upon the Collateral shall not have priority over the liens and security interests upon the Debtors' properties described on Schedule P-1 of the Loan Agreement, which is annexed to the Motion as part of Exhibit "A" (collectively, the "Permitted Liens") and all other valid, duly perfected, enforceable and nonvoidable liens of record existing as of the Petition Date (excluding

for this purpose the Pre-Petition Lender Debt), provided, that, (i) such liens are valid, perfected and nonvoidable in accordance with applicable law and (ii) the foregoing is without prejudice to the rights of the Debtors, the Committee, any other party in interest, including Agent or any Lender, to object to the extent, validity, priority or allowance or perfection of such liens, or institute any actions or adversary proceedings with respect thereto.

8. The "negative pledge" and the "equally and ratably" provisions of each of the Subordinated Note Agreements, to the extent applicable, shall not adversely effect any of the liens or security interests granted to Agent or any Lender pursuant to this Order.

9. This Interim Order shall be sufficient and conclusive evidence of the priority, perfection and validity of all of the security interests, mortgages, deeds of trust and leasehold mortgages in and liens upon the property of the Debtors' estates granted to Agent for itself and the ratable benefit of Lenders as set forth herein and in the Loan Documents, and the junior liens and security interests granted in favor of the Pre-Petition Agent and the Pre-Petition Lenders pursuant to the terms of this Interim Order, without the necessity of filing, recording or serving any financing statements, mortgages or other documents which may otherwise be required under federal or state law in any jurisdiction or the taking of any other action to validate or perfect the security interests and liens granted to Agent for itself and the ratable benefit of Lenders in this Interim Order and the Loan Documents. Such security interests, mortgages and liens granted to Agent for itself and the ratable benefit of Lenders shall be prior and senior to all security interests, liens, claims, and encumbrances of all other creditors in and to such property,

except as set forth in paragraph 16 hereinbelow, and except for senior liens entitled to priority over the liens of Lender to the extent provided in paragraph 7 of this Interim Order or in the Loan Documents. If Agent shall, in its discretion, elect for any reason to file any such financing statements, mortgages or other documents with respect to such security interests and liens, the Debtors are authorized and directed to execute, or cause to be executed, all such financing statements, mortgages or other documents upon Agent's request and the filing, recording or service thereof (as the case may be) of such financing statements, mortgages or similar documents shall be deemed to have been made at the time of and on the Petition Date. Agent may, in its discretion, file a certified copy of this Interim Order in any filing or recording office in any county or other jurisdiction in which any of the Debtors has any Collateral and, in such event, the subject filing or recording office is authorized to file or record such certified copy of this Interim Order.

10. The Debtors are hereby authorized and directed to perform all acts, and execute and comply with the terms of such other documents, instruments, and agreements in addition to the above Loan Documents, as Agent may reasonably require as evidence of and for the protection of the Obligations and the Collateral or which may be otherwise deemed necessary by Agent to effectuate the terms and conditions of this Order and the Loan Documents, each of such documents, instruments, and agreements being included in the definition of "Loan Documents" contained herein.

11. Pursuant to Sections 363(b)(1), 364(c)(2) and 365(f) of the Bankruptcy Code, any provisions in any of the leases with respect to any Leasehold Property that require the consent or approval of one or more of the Debtors' landlords in order for Debtors to pledge or mortgage, or alternatively, prohibit the Debtors from pledging or mortgaging, such Leasehold Property, are and shall be deemed to be inconsistent with the provisions of the Bankruptcy Code and shall have no force and effect with respect to the liens, security interests, mortgages and/or deeds of trust granted to Agent or the Lenders pursuant to this Interim Order and the Loan Documents in accordance with the terms of the Loan Agreement and this Interim Order.

12. Debtors are authorized and directed, at Agent's request, to: (a) establish Cash Management Accounts, in favor of Agent and Lenders with Wells Fargo Bank, National Association and to enter into similar arrangements with such other banks as are designated for such purposes pursuant to the Loan Agreement (collectively, the "Cash Management Accounts"), (b) deposit or cause to be deposited, or to remit, in kind, immediately to Agent, all cash, checks, notes, instruments, and any other items of payments on the account of the Debtors into the Cash Management Accounts, established for the benefit of Agent and Lenders; (c) instruct all parties now or hereafter in possession of cash, checks, notes, instruments and any other items of payment for the account of the Debtors to remit such payments into the Cash Management Accounts; and (d) enter into such agreements as may be necessary to effectuate the foregoing;

13. The Debtors are authorized and directed to pay or reimburse Agent for all present and future reasonable costs and expenses, including attorneys fees and legal expenses,

provided that Debtors shall not direct the deposit of any cash or cash proceeds into the Cash Management Accounts established for the benefit of Lenders until the Re-petition Debt Payoff Time.

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paid or incurred by Agent, for itself or for the ratable benefit of Lenders, to effectuate the financing transactions as provided in this Interim Order and the Loan Documents, to the extent required by the terms of the Loan Documents, all of which unpaid fees, commissions, costs and expenses shall be and are included as part of the principal amount of the Obligations, and shall be secured by the Collateral without the necessity of the Agent or Lenders filing any application with the Court.

14. Except as otherwise specifically provided with respect to Agent's rights under paragraph 19 below, the automatic stay provisions of Section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit Agent to implement the terms and conditions of the Loan Documents and the provisions of this Interim Order.

15. As additional security for all Obligations of Debtors to Agent and Lenders now existing or hereafter arising pursuant to this Interim Order, the Loan Documents or otherwise, and in addition to the foregoing, Agent, for itself and the ratable benefit of Lenders, is granted an allowed super-priority administrative claim in accordance with Section 364(c)(1) of the Bankruptcy Code having priority in right of payment over any and all other obligations, liabilities and indebtedness of Debtors, now in existence or hereafter incurred by Debtors and over any and all administrative expenses or priority claims of the kind specified in, or ordered pursuant to, Sections 105, 326, 328, 330, 331, 503(b), 507(a) or 507(b) of the Bankruptcy Code, subject to the provisions of Section 16.

16. If, upon the conclusion of the liquidation of the assets and properties of Debtors' estates and the application of the proceeds thereof as provided in this Interim Order and the Bankruptcy Code, there are insufficient assets to satisfy the fees of the Professionals (as hereinafter defined), Agent's security interests in and liens upon any of the Collateral shall be subordinate only to: (a) Permitted Liens; (b) the fees and expenses of the Clerk of this Court and the Office of the United States Trustee pursuant to 28 U.S.C. § 1930(a); and (c) the outstanding and unpaid fees and expenses of the Professionals representing the Debtors and the Committee retained by order of this Court pursuant to §§327 and 1103 of the Bankruptcy Code (collectively, the "Professionals"), which fees and expenses may have been awarded or allowed by order of this Court in accordance with Sections 326, 330 and 331 of the Bankruptcy Code, in connection with services rendered after the Petition Date in an aggregate amount not to exceed \$1,500,000 (the "Professional Fee Carve-Out"), subject to the terms and conditions set forth below. The Professional Fee Carve-Out, and Agent's and Lenders' liability therefor, shall be funded by Agent establishing a Bankruptcy Reserve in the amount of \$1,500,000, plus any additional amounts includible as Bankruptcy Reserves under the Loan Agreement against the amount of Advances and Construction Loans otherwise available in Debtors' Borrowing Base, as determined by Agent. Agent and Lenders shall only be obligated to pay the Professional Fee Carve-Out after the occurrence of an Event of Default, which Event of Default has been declared and is continuing and (i) the closing of these Chapter 11 Cases, (ii) the dismissal of these Chapter 11 Cases, or (iii) upon the conclusion of the liquidation of the Debtors' assets and properties.

Any such payments by Agent or any Lender shall be included in and be part of the Obligations. All fees, expenses and claims paid by the Debtors to the Professionals on an interim basis shall not reduce the Professional Fee Carve-Out and shall not adversely affect the liens or super-priority administrative claims of Agent and Lenders. All fees, expenses and claims actually paid to Professionals after the occurrence of a declared Event of Default shall be applied and reduce the available Professional Fee Carve-Out on a dollar-for-dollar basis. Notwithstanding the foregoing, the Professional Fee Carve-Out cannot be used for services rendered in connection with the assertion or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter, the purpose of which is to seek any order, judgment, determination or similar relief invalidating, setting aside, avoiding, subordinating, in whole or in part, the Obligations or the liens and security interests in any of the Collateral granted in favor of Agent, for itself and for the benefit of Lenders. Except as expressly provided for above, nothing in this paragraph shall be construed to obligate either Agent or any Lender in any way, to pay compensation or expense reimbursement to Professionals or any other person or entity or to assure that Debtors have sufficient funds on hand to pay such compensation or expense reimbursement and neither Agent nor any Lender shall be deemed to have subordinated any security interest in or lien granted in favor of Agent, for itself and for the benefit of Lenders, upon any of the Collateral in favor of any Professional or any other person or entity.

17. Except as expressly permitted herein, neither the Debtors, the Debtors' estates nor any professionals employed by the estates shall assert a claim, including, but not

limited to, pursuant to Section 506(c) of the Bankruptcy Code, and no such costs and expenses shall be charged against Agent or any Lender, its and their claims or the Collateral, without the prior written consent of Agent or against the Pre-Petition Agent or the Pre-Petition Lenders, its and their claims or the Pre-Petition Lender Collateral, without the prior written consent of the Pre-Petition Agent, and no such consent shall be implied from any other action, inaction or acquiescence by Agent or any Lender or by the Pre-Petition Agent or the Pre-Petition Lenders.

18. In the event of the occurrence of any of the following: (a) the failure of the Debtors to perform in any material respect any of its obligations pursuant to this Interim Order, or (b) the occurrence of any "Event of Default" under the Loan Documents (each of the foregoing being referred to in this Interim Order, individually, as an "Event of Default" and collectively, as "Events of Default"); then (unless such Event of Default is specifically waived in writing by Agent, which waiver shall not be implied from any other action, inaction or acquiescence by Agent) and upon or after the occurrence of any of the foregoing, and at all times thereafter, after giving five (5) business days notice in writing, served by overnight delivery service or telefax upon the Debtors, the Debtors' Counsel, counsel to the Committee, a trustee of Debtors, if appointed, and the United States Trustee: (i) all of the Obligations shall become immediately due and payable, (ii) the automatic stay provided for pursuant to Section 362 of the Bankruptcy Code and any other restrictions on the enforcement by Agent of its liens and security interests or any other rights under the Loan Documents granted to or for the benefit of Agent and Lenders or pursuant to this Interim Order shall be automatically vacated and modified without

any further action being required, and (iii) Agent, without further notice, hearing or approval of this Court, shall be and is hereby authorized, in the discretion of Agent, to take any and all actions or remedies which Agent may deem appropriate to proceed against and realize upon the Collateral and any other property of Debtors' estates upon which Agent, for itself and for the ratable benefit of Lenders, has been or may hereafter be granted liens and security interests to obtain repayment of the Obligations. Neither Agent nor any Lender shall have any obligation to lend or advance any additional funds to Debtors, or provide other financial accommodations to Debtors, upon or after the occurrence of an Event of Default.

19. Until all of the Obligations shall have been indefeasibly paid and satisfied in full and without further order of the Court: (a) no other party shall foreclose or otherwise seek to enforce any junior lien (including contractually junior liens) or other right such other party may have in and to any Collateral; provided however, the foregoing shall not be construed to prohibit any party having standing to seek adequate protection of its interest in the Collateral, or to file any objection to the Debtors' use, sale or other disposition of any of the Collateral; and (b) upon and after the occurrence of an Event of Default, and subject to Agent being granted relief from the automatic stay, Agent, in its discretion, in connection with a liquidation of any of the Collateral may, (i) enter upon, occupy and use any real property, equipment, leasehold interests, warehouse arrangements, trademarks, tradenames, copyrights, licenses, contracts, patents or any other assets of Debtors, which are owned by or subject to a lien of any third party and which are used by Debtors in their businesses, all without interference from the respective lessors, licensors

Provided further that the Pre-Petition Agent and the Pre-Petition Lenders shall not be prohibited ~~from~~ ^{hereby} exercising their rights and remedies as permitted by the Bankruptcy Code ⁷ until the Pre-Petition Debt Payoff Time.

or other third parties for the purpose of conducting liquidation sales of the Debtors' assets and properties, provided, that, Lenders shall be responsible for the payment of the monthly rent and/or other charges (taxes, insurance, common area charges and utilities), rentals or royalties due such lessor or licensor solely for the period of time that Lenders actually occupies or uses the leased premises, the leased equipment or the intellectual property.

20. Upon the payment in full of all Obligations owed to Agent and Lenders and termination of the rights and obligations arising under the Loan Agreement and this Interim Order, each of Agent, Lenders and the Debtors shall each be released from any and all obligations, liabilities, actions, duties, responsibilities and causes of action with respect to one another pursuant to the terms of this Interim Order and/or the Loan Agreement.

21. All post-petition Advances and Construction Loans under the Loan Agreement are made in reliance on this Interim Order and no Debtor shall seek, nor support any applications for the entry of any order in any of Debtors' Chapter 11 Cases which (a) authorizes the use of cash collateral of the Debtors in which Agent or any Lender has an interest, (b) authorizes the sale, lease, or other disposition of property of the Debtors' estates in which Agent or any Lender has a lien or security interest, except as expressly permitted hereunder, (c) authorizes the obtaining of credit or the incurring of indebtedness under Section 364(d) of the Bankruptcy Code, or (d) grants any other rights against the Debtors and/or their estates secured by a lien or security interest, which is equal or senior to the liens and security interests in the Collateral granted to Agent or any Lender, or which is entitled to priority administrative claim

status, which is equal or superior to that granted to Agent and Lenders herein, (e) seeks confirmation of a Chapter 11 plan of reorganization, or (f) seeks an order converting the cases to proceedings under Chapter 7 of the Bankruptcy Code; unless, in each instance (i) Agent shall have given its express prior written consent thereto, no such consent being implied from any other action, inaction or acquiescence by Agent or any Lender, or (ii) such other order requires that the Obligations shall first be indefeasibly paid in full.

22. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (a) converting any Debtor's Chapter 11 Case to a Chapter 7 Case, (b) confirming or consummating any plan(s) of reorganization of the Debtors, or (c) dismissing any Debtor's Chapter 11 Case or any subsequent case pursuant to Sections 303, 305 or 1112 of the Bankruptcy Code, and the terms and provisions of this Interim Order as well as the priorities in payment, liens, and security interests granted pursuant to this Interim Order and the Loan Documents shall continue in this or any superseding case under the Bankruptcy Code, and such priorities in payment, liens and security interests shall maintain their priority as provided by this Interim Order until all Obligations are indefeasibly paid and satisfied in full. The obligations and indebtedness of the Debtors to Agent and Lenders under this Interim Order or the Loan Documents, as applicable, shall not be discharged by the entry of an order confirming a plan(s) of reorganization in any of the Debtors' Chapter 11 Cases and, pursuant to Section 1141(d)(4) of the Bankruptcy Code, unless and until all Obligations are paid in full prior to or concurrently with the entry of such order.

23. The provisions of this Interim Order shall inure to the benefit of the Debtors, Agent and Lenders and shall be binding upon the Debtors, Agent and Lenders and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of any Debtor or with respect to property of the estates of any Debtor, whether under Chapter 11 of the Bankruptcy Code or any subsequent Chapter 7 Case, and shall also be binding upon all creditors of the Debtors and other parties in interest.

24. Consistent with Section 364(e) of the Bankruptcy Code, if any or all of the provisions of this Interim Order are hereafter modified, vacated or stayed, such modification, vacation or stay shall not affect (a) the validity of any obligation, indebtedness or liability incurred by the Debtors to Agent and Lenders prior to the effective date of such modification, vacation or stay, or (b) the validity or enforceability of any security interest, lien, or priority authorized or created hereunder or pursuant to the Loan Documents. Such indebtedness, obligations or liabilities incurred by the Debtors to Agent or Lenders, prior to the effective date of such modification, vacation or stay shall be governed in all respects by the original provisions of this Interim Order, and Agent and Lenders, subject to the terms of this Interim Order, shall be entitled to all the rights, remedies, privileges and benefits granted herein and pursuant to the Loan Documents, as applicable, with respect to all such indebtedness, obligations or liabilities. All Advances and Construction Loans made pursuant to the Loan Agreement are made in reliance upon this Interim Order, and, therefore, the indebtedness resulting from such Advances and Construction Loans prior to the effective date of any stay, modification or vacatur of this

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Interim Order cannot (x) be subordinated, (y) lose its priority or superpriority administrative expense status, or (z) be deprived of the benefit of the first priority liens and security interests granted in favor of Agent and Lenders.

25. Each Debtor irrevocably waives any right to seek any modifications or extensions of this Interim Order without the prior written consent of Agent, and no such consent shall be implied by any other action, inaction or acquiescence by Agent.

26. To the extent the terms and conditions of the Loan Documents are in conflict with the terms and conditions of this Interim Order, the terms and conditions of this Interim Order shall control.

27. Pursuant to the provisions of Section 363(c) of the Bankruptcy Code, the Debtors are hereby authorized to use any cash collateral in which the Pre-Petition Lenders or the Pre-Petition Agents hold or assert a security interest, lien or other encumbrance or interest, for any purpose permitted under the Pre-Petition Lender Documents and this Interim Order from the date of issuance of this Interim Order until the earlier of (a) the Closing of the Loan Agreements, or (b) May 31, 2000. The Pre-Petition Agent, for and on behalf of the Pre-Petition Agent and the Pre-Petition Lenders, is hereby granted first and senior-most liens (collectively, the "Replacement Liens"), with the same validity, priority and extent of the pre-petition liens and security interests granted in favor of the Pre-Petition Agent, for and on behalf of the Pre-Petition Agent and the Pre-Petition Lenders, encumbering all property acquired by any of the Debtors on or after the date of commencement of the Chapter 11 cases herein, in order to secure repayment

of all amounts owed under the Pre-Petition Loan Documents to the extent, if any, that the value of the Pre-Petition Agent's or the Pre-Petition Lenders' security interests in such cash collateral of the Debtors has been diminished by the Debtors' use of cash collateral as authorized herein.

28. Promptly after the entry of this Order, the Debtors (a) shall mail, by first class mail, a copy of this Order and a notice of the Final Hearing hereon to: (i) the Office of the United States Trustee, (ii) Agent, Lenders and their attorneys, (iii) the Indenture Trustee, (iv) Agent for the Pre-Petition Lenders and their attorneys, (v) the twenty (20) largest unsecured creditors on a consolidated basis, (vi) all creditors known to Debtors to have liens against the Debtors' assets, (vii) the United States Internal Revenue Service, (viii) the Securities and Exchange Commission, (ix) the Pension Benefit Guaranty Corporation, (x) any credit card issuers and/or processors with whom Debtors have entered into an agreement, (xi) all landlords of the premises at which Debtors conduct their operations, (xii) all equipment lessors of Debtors, (xiii) all licensors or distributors of films, and (xiv) all parties in interest that have filed notices of appearances in these Chapter 11 Cases, (b) shall serve notice of the Final Hearing on all other parties listed on the Debtors' lists of creditors; and (c) shall file a certificate of service regarding same with the Clerk of the Court.

29. If any party in interest shall have an objection to any of the provisions of this Order, such party shall be authorized to assert such objection at the Final Hearing, provided that a written statement setting forth the basis for such objection is filed with the Court, and concurrently served upon Ashby & Geddes, One Rodney Square, PO Box 1150,

Wilmington, Delaware 19899, Attention: William P. Bowden, Esq., Goldberg, Stinnett,
 Meyers & Davis, 44 Montgomery Street, Suite 2900, San Francisco, California 94109,
 Attention: Merle C. Meyers, Esq.; Richards, Layton & Finger, One Rodney Square, PO
 Box 551, Wilmington, Delaware, 19899, Attention: Mark D. Collins, Esq.; Otterbourg,
 Steindler, Houston & Rosen, P.C. 230 Park Avenue, New York, New York 10169,
 Attention: Andrew M. Kramer; Pachulski, Stang, Ziehl, Young & Jones, 919 Market
 Street, Suite 1600, Wilmington, Delaware 19801, Attention: Laura Davis Jones; Weil,
 Gotshal & Manges LLP, 700 Louisiana Street, Suite 1600, Houston, Texas ⁷⁷⁰⁰²~~77024~~,
 Attention: Harry A. Ferrin; so that such objection is actually received on or before 12:00
 p.m. o'clock on ^(Delaware time) June 7, 2000. Unless an objecting party shall be and appear at the
 Final Hearing to assert the basis for such objection before the Court, such objection shall
 be deemed to have been waived and abandoned.

30. The Final Hearing shall be held at 12:30 o'clock p.m., on June 7, 2000.

Dated: Wilmington, Delaware
 May 7 2000

Joseph D. Ferrin
 THE HONORABLE
 United States DISTRICT Judge

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FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA LOAN POLICY FORM (1992)
SCHEDULE C

00461876

File No.: CC192202

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 1 AND 2 (EXCEPT THAT PART OF THE SOUTH .71 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE, LYING EAST OF THE WEST 163.0 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2) IN BROMLEY'S SUBDIVISION OF THE EAST PART OF THE SOUTH HALF OF LOT 10 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN THE SUBDIVISION OF THE NORTH HALF OF LOT 10 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 207 FEET OF THE SOUTH HALF OF LOT 11 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 18 AND 19 IN RAWORTH AND OTHER'S SUBDIVISION OF PART OF LOTS 11, 12, 15, AND 16 IN BICKERDIKE'S AND STEELE'S SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Return to:

First American Title Ins.
30 North LaSalle
Suite 310
Chicago, IL 60602
D.E. Cross

- 14-28-119-003, 14-28-119-008
- 14-28-119-004, 14-28-119-011
- 14-28-119-005, 14-28-119-024
- 14-28-119-006
- 14-28-119-007