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THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

AUG 04 2003

<p>In re:</p> <p>CLARK RETAIL ENTERPRISES, INC., a Delaware corporation; and CLARK RETAIL GROUP, INC., a Delaware corporation</p> <p style="text-align: center;">Debtors.</p>	<p>x</p> <p>Case No. 02-40045 (JHS) Chapter 11 (Jointly Administered with Case No. 02-40046 (JHS)) Hon. John H. Squires</p> <p style="text-align: center;">[This Pleading Applies To The CRE Case]</p> <p>Hearing Date: July 23, 2003 Hearing Time: 2:00 p.m. (Prevailing Central Time)</p> <p>x</p>
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03-13898 ①

ORDER, PURSUANT TO 11 U.S.C. §§ 105, 363, 365 AND 1146(c) AND FED. R. BANKR. P. 2002, 6004 AND 6006, APPROVING: (A) ASSUMPTION AND ASSIGNMENT OF CERTAIN LEASES AND EXECUTORY CONTRACTS; (B) SALE OF ASSETS; AND (C) TRANSFER OF LIENS TO PROCEEDS

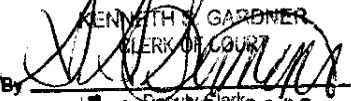
(STORE NO. 2033 - ASSIGNMENT OF LEASE)

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This matter coming before the Court on July 23, 2003 (the "Sale Hearing"), upon further consideration of the "Emergency Motion For Order Under 11 U.S.C. §§ 105, 363, 365, And 1146(c) And Fed. R. Bankr. P. 2002, 6004 and 6006: (A) Approving Bidding Procedures; (B) Scheduling Sale Hearing; (C) Approving Sale Of Real Estate Assets; (D) Approving The Assumption, Assignment, And Sale Of Debtor's Interests Under Certain Leases; (E) Approving The Termination Of Certain Leases; and (F) Granting Related Relief" dated May 15, 2003 (the "Sale Motion"), pursuant to which Clark Retail Enterprises, Inc., debtor and debtor in possession in the above-captioned chapter 11 cases ("CRE"), sought entry of an order approving certain sales of certain fee properties (each, a "Fee Property" and collectively, the "Fee Properties") and certain leased premises which CRE leases from third parties under non-residential real property leases (collectively, the "CRE Leases"), set forth and identified in the respective "Notice of Proposed Sales and Hearings" and any respective "Notice of Revisions" thereto (together, the "Sale Notices"), which Sale Notices have been served in accordance with the order granting the Sale Motion dated June 10, 2003 (the "Auction Procedures Order").

This is to certify that the within attached document is a full, true and correct copy of the original thereof as the same appears and file in the office of the Clerk of the United States Bankruptcy Court for the Northern District of Illinois.

KENNETH S. GARDNER
CLERK OF COURT

By: 
Deputy Clerk

Dated: **11 AUG 2003**

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After considering the matters set forth in the Sale Motion, the Sale Notices, "S&S Petroleum Products, Bill Anest & Peter Anest as Landlord's Objection to Clark Retail Enterprises, Inc.'s Motion to Approve the Sale and Assumption of Certain Leased Properties to Selected Assignees" (the "Objection"), all other objections filed by parties in interest, any objections raised at the Sale Hearing, the evidence presented, or proffered without objection, and the arguments of parties wishing to be heard at the Sale Hearing, the Court makes the following findings, conclusions, and orders:

A. The general findings and orders set forth in the "[Omnibus] Order, Pursuant To 11 U.S.C. §§ 105, 363, 365 And 1146(c) And Fed. R. Bankr. P. 2002, 6004 And 6006, Approving: (A) Assumption And Assignment Of Certain Lease And Executory Contracts; (B) Sale Of Assets; And (C) Transfer Of Liens To Proceeds" (the "Omnibus Lease Order") are incorporated herein by reference. Capitalized terms used herein but not defined herein have the meanings ascribed to them in the Marketing Procedures, the Bidding Procedures (both of which are attached to the Auction Procedures Order), the Purchase and Sale Agreement executed by the Successful Bidder (the "PSA")¹, the Auction Procedures Order, the Omnibus Lease Order or the Mortgage Holders' Settlement Agreements (as defined in the Omnibus Lease Order), as applicable.

B. CRE now seeks confirmation of that certain sale (the "Sale") of Property (as defined in the PSA), as summarized in Exhibit "A" to this Sale Order, including the assumption and assignment of the CRE Lease (the "Lease") and related executory contracts identified in Exhibit "A" to this Sale Order (together, such executory contracts and the Lease are referred to herein as the "Assumed Contracts"), all in accordance with the PSA executed by the Successful Bidder², the Omnibus Lease Order, and this Sale Order.

¹ A sample copy of the form of the PSA is attached to the Omnibus Lease Order as Exhibit "A."

² All references to the "Successful Bidder" herein shall include the Next Successful Bidder (as defined below), except as otherwise provided.

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C. CRE has provided notice of the Sale Motion and the Sale pursuant to the individual Sale Notices and in the record hereof, and such notice is appropriate under the particular circumstances, and an adequate opportunity to object or be heard regarding the relief requested in the Sale Motion has been afforded to all interested persons and entities.

D. The relief requested in the Sale Motion that the Sale of each Property be exempt from any stamp, transfer, recording, or similar taxes or fees will be determined according to the "[Omnibus] Interim Order Pursuant To 11 U.S.C. §§ 105 And 1146(c) And Fed R. Bankr. P. 2002, 6004 And 6006 Authorizing Establishment Of Escrow And Providing Relief From Payment Of Transfer Taxes And Fees In Relation To: (A) Sale Of Asscts; (B) Assumption And Assignment Of Certain Executory Contracts; And (C) Transfer Of Liens To Proceeds" (the "Omnibus 1146(c) Order"). The recitals and ordered paragraphs of the Omnibus 1146(c) Order are incorporated herein by reference.

E. CRE is the successor in interest to Premcor Refining Group Inc. ("Premcor") under the Lease, having previously taken an assignment of Premcor's interests as tenant under the Lease. Premcor remains liable for CRE's obligations under the Lease, including payment of rent and environmental cleanup responsibilities for releases of petroleum occurring during the term of the Lease, as acknowledged in Premcor's Form 10-Q filed November 7, 2002 (the "11/7 10-Q").³ The assignment of the Lease to the Successful Bidder will not affect Premcor's liability. The foregoing provides adequate assurance of future performance as required by section 365(f)(2)(B) of the Bankruptcy Code.

Based upon the foregoing findings, the Court concludes that the Sale should be approved as being appropriate and in the best interests of the estate, and, accordingly

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

³ The relevant pages of the 11/7 10-Q are attached as Exhibit "A" to the "Debtor's Omnibus Reply To Objections Filed In Response To Its Motion To Approve The Sale And Assumption of Certain Fee And Lease Properties To Selected Assignees" filed on July 23, 2003.

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1. The Objection is hereby overruled.
2. Pursuant to sections 105(a), 363(b) and (f), and 365(b) and (f) of the Bankruptcy Code, the foregoing Sale of the Property, as is and in its current condition, including the assumption and assignment of the Assumed Contracts at and in conjunction with the closing, is hereby approved. All rights and obligations among the Successful Bidder and CRE with respect to the Sale of Property, are governed by the terms of the PSA, this Sale Order and the Omnibus Lease Order. The Successful Bidder shall proceed to closing in accordance with the PSA. The Successful Bidder and CRE shall have no right to revoke or withdraw its Bid except as provided in the PSA.
3. Pursuant to section 365 of the Bankruptcy Code, as of the Closing Date of each Sale, the Assumed Contracts identified in Exhibit "A" hereto are hereby assumed by CRE and assigned to the Successful Bidder.
4. The specific dollar amount of the Cure Payments shall either: (i) be agreed upon by the parties and paid at Closing; or (ii) be escrowed in a segregated interest-bearing account (the "Cure Payment Escrow Fund") at Closing, pending determination of the proper amount of such Cure Payments by the Court (which amount in no event shall exceed the amount of the Cure Payment Escrow Fund). The amount of the Cure Payment Escrow Fund shall include, but not exceed, the aggregate of: (i) the amount of the Cure Payments set forth in the applicable Sale Notices for the Lease; and (ii) any additional liquidated Cure Payments, if any, set forth in the Objection. No other Cure Payments shall be required by CRE.
5. Pursuant to section 365(k) of the Bankruptcy Code, upon the assumption and assignment of the Assumed Contracts, CRE shall not have any obligations under the Assumed Contracts from and after the Closing Date.
6. The filing of a certified copy of this Sale Order shall be sufficient to transfer all Liens and enable the Successful Bidder to receive title to the Property free and clear of all Liens, except as provided in the PSA.

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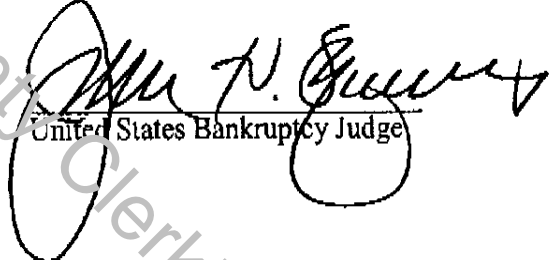
7. CRE will designate the Next Successful Bidder by notice filed with the Court during the Non-Revocation Period and served on such bidder. In the event of a failure to consummate a sale because of a breach or other failure on the part of the Successful Bidder: (i) the Next Successful Bidder shall be deemed the Successful Bidder without further order of this Court; (ii) the Sale to the Next Successful Bidder is hereby authorized; and (iii) such Next Successful Bidder shall proceed to closing without any defenses or delay, and shall be subject to all obligations of the Successful Bidder.

8. This Sale Order shall be effective immediately upon its entry, and the 10-day stay provision set forth in Bankruptcy Rules 6004(g) and 6006(d) is hereby waived.

9. This Sale Order, along with the Omnibus 1146(c) Order and the Omnibus Lease Order shall constitute the "Order" as required by the PSA.

10. When appropriate herein, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact, in accordance with Bankruptcy Rule 7052.

Dated: 1/7/, 2003
Chicago, Illinois


United States Bankruptcy Judge

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EXHIBIT A

SUMMARY OF SALE

Store No.:	2053
Address:	1001 Irving Park Road, Elgin, IL 60120
Successful Bidder:	Syed Sibtain and Najmul Hassan
Bid Amount for lease:	\$550,000
Bid Amount for inventory: ⁴	\$95,840
Assumed Contracts:	The nonresidential real property lease related to the above store, as more particularly described in the Sale Notices.

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⁴ Includes Purchase Price Deposit.

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Lot 1 in Colletti's Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

CASE NUMBER 03-13398

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