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IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its duly authorized trustee, the day and year first above written.

William J. McEnery, as trustee of the William J. McEnery Revocable Trust dated April 22, 1993, as debtor in case number 10 B 47895

By: [Signature]
William J. McEnery, Trustee

I, the undersigned, a Notary Public in and for the said County of Cook, in the State of Illinois, aforesaid, DO HEREBY CERTIFY that William J. McEnery is personally known to me, and whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority as trustee of said trust as his free and voluntary act and as the free and voluntary act and deed of said trust, for the uses and purposes set forth.

[Signature]
Notary Public



My commission expires:

September 12, 2011

This instrument prepared by:

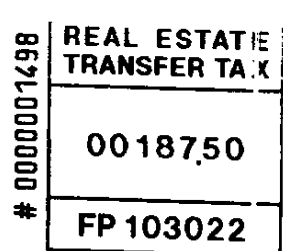
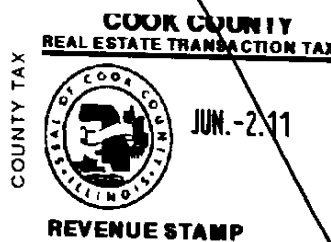
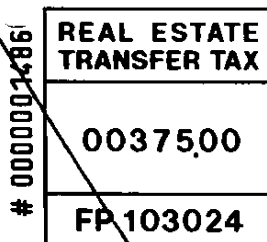
Kenneth A. Michaels Jr., Bauch & Michaels, LLC, 53 W. Jackson, Suite 1115, Chicago, IL 60604; Office: 312-588-5000.

Send subsequent tax bills to:

WAM Creameries LLC, 21660 S. LaGrange Rd., Frankfort, IL 60423.

After recording, return to:

Kenneth A. Michaels Jr., Bauch & Michaels, LLC, 53 W. Jackson, Suite 1115, Chicago, IL 60604.



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LEGAL DESCRIPTION

EXHIBIT A

Parcel 1:

Lot 2 in McEnery Subdivision, being a subdivision of the east 200 feet of the west 569.85 feet of the south 200 feet of the southeast 1/4 of the northwest 1/4 of Section 27, Township 36 North, Range 12 east of the Third Principal Meridian (excepting therefrom the south 50 feet thereof and that part falling in 171st Street), in Cook County, Illinois;

Parcel 2:

Easement for the benefit of parcel 1 for ingress and egress as created by plat of subdivision recorded as Document 1113729002 on May 17, 2011.

Commonly known and numbered as 9320 171st Street, Orland Hills, Illinois 60482; and,

Property Index Number: 27-27-102-005-0000. (includes other property).

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EXHIBIT B

BANKRUPTCY COURT SALE ORDER

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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

| | | |
|--|---|-------------------------|
| In re: |) | Chapter 11 |
| |) | |
| GAS CITY, LTD., <i>et al.</i> , ¹ |) | Case No. 10-47879 (ERW) |
| |) | |
| Debtors. |) | Jointly Administered |

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363, AND 365
AND FED. R. BANKR. P. 6004 AND 6006 (I) AUTHORIZING
AND APPROVING THE SALE OF ASSETS FREE AND CLEAR OF
LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, AND
(II) AUTHORIZING AND APPROVING THE ASSUMPTION
AND ASSIGNMENT OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES; AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion dated March 1, 2011 [*Docket No.* 513] (the "Motion")² of The William J. McEnery Revocable Trust Dated 4/22/1993 (the "Trust") one of the above-captioned Debtors, pursuant to sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of orders: (i) approving bidding procedures in connection with the sale of the Creamery Assets (defined below); (ii) scheduling a hearing to consider the sale of the Creamery Assets; (iii) authorizing and approving the sale of the Creamery Assets free and clear of liens, claims, encumbrances and interests; (iv) approving the assumption and assignment of executory contracts and unexpired leases; and (v) granting related relief (the "Motion"); the Trust having conducted and concluded an auction for the sale of

¹ The Debtors in these chapter 11 cases are: Gas City, Ltd. and The William J. McEnery Revocable Trust Dated 4/22/1993.

² Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the APA.

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seven ice cream stores operated under the name "The Creamery," including the real and personal property associated therewith (the "Purchased Assets") on April 8, 2011 (the "Auction"); WAM Creameries LLC (the "Purchaser") having submitted the highest and best offer for the Purchased Assets; the Court having conducted the Sale Hearing on April 12, 2011, to consider the approval of the Sale and related transactions pursuant to the terms of the Asset Purchase Agreement (the "APA") substantially in the form annexed to this Sale Order (as defined below) between the Trust and the Purchaser; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the APA and the transactions contemplated thereby; and the Court having reviewed and considered the Motion and any objections thereto, and the arguments of counsel and evidence adduced related thereto; and upon the record of the Sale Hearing and the full record of this case, including the record established at the Auction and reflected in the Sale Report, which was filed on the docket in these chapter 11 cases as Docket No. 664 (the "Sale Report"); and it appearing that the relief requested in the Motion is in the best interests of the Trust, its creditors and estate and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby:

FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. This Court has jurisdiction over the Motion and the transactions contemplated by the APA pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a

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core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue in this District is proper under 28 U.S.C. §§ 1408 and 1409.

C. Good and sufficient notice of the Motion and the relief sought therein have been given to all interested persons and entities, including, without limitation, (i) all entities that claim any interest in or lien on the Purchased Assets; (ii) all parties to Assigned Contracts that may be assumed and assigned pursuant to this Sale Order; (iii) all governmental taxing authorities that have, or as a result of the sale of the Purchased Assets may have, claims, contingent or otherwise, against the Trust; (iv) all parties that filed requests for notices under Bankruptcy Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002; (v) all creditors (whether liquidated, contingent or unmatured) of the Trust; (vi) all interested governmental entities; (vii) parties expressing an interest in the Purchased Assets; (viii) the Office of the United States Trustee and (ix) the Official Committee of Unsecured Creditors, and no other or further notice is required.

D. A sound business purpose justifies the Sale of the Purchased Assets outside of the ordinary course of business.

E. An Order (i) Approving Bidding Procedures in Connection with the Sale of the Creamery Assets; (ii) Scheduling a Hearing to Consider the Sale of Assets, and (iii) Approving the Form and Manner of Notice Thereof (the "Sale Procedures Order") was entered on March 8, 2011 [*Docket 543*, approving, among other things, the sale procedures (the "Sale Procedures") attached thereto as Schedule 1. The Sale Procedures Order, among other things, established March 25, 2011 at noon as the deadline for submitting bids, set March 28, 2011 as the auction date, and set a hearing to approve the sale to successful bidders on April 5, 2011.

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F. On March 25, 2011, the Trust served an Amended Notice of Auction and Sale Hearing (the "Amended Notice"), establishing March 28, 2011 at noon as the deadline for submitting bids, set April 8, 2011 as the auction date, and set a hearing to approve the sale to successful bidders on April 12, 2011.

G. The Trust provided sufficient notice of the entry of the Sale Procedures Order and Notice of Auction to all parties in interest in these cases, as set forth in the affidavit of service at Docket No. 575. The Trust also published the Notice of Auction in the Chicago Tribune on March 16, 2011 [*see Docket 600*].

H. The Trust served the Amended Notice to all parties in interest in these cases and all parties that had indicated an interest in bidding on any of the Purchased Assets [*see Docket No. 616*].

I. On April 8, 2011, the Trust conducted the Auction. As set forth in the Sale Report, the Purchased Assets were subject to competitive bidding. The highest and best bid for the Purchased Assets offered at the Auction was \$3,375,242, as allocated by the bidder on Exhibit A.

J. The consideration to be provided by the Purchaser pursuant to the APA: (i) is fair and reasonable; (ii) is the highest and otherwise best offer for the Purchased Assets; and (iii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and the Uniform Fraudulent Conveyance Act (7A part II, U.L.A. 2 (1999)) or the Uniform Fraudulent Transfer Act (7A part II, U.L.A. 66 (1999)) or any similar laws of any state or other jurisdiction whose law is applicable to the contemplated transactions; and (v) will provide a greater recovery for the Trust's creditors and other interested parties than would be provided by any other practically available alternative.

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In reaching this determination, the Court has taken into account both the consideration to be realized directly by the Trust, including the assumption of claims against the Trust's estate, and the indirect benefits of such Sale for the Trust's vendors and suppliers and the public served, directly and indirectly, by the Creamery Assets.

K. Consummation of the Sale contemplated by the APA will provide the highest and otherwise best value for the Purchased Assets and is in the best interests of the Trust, its creditors and estate.

L. Entry into the APA and consummation of the transactions contemplated thereby constitute the exercise of the Trust's sound business judgment and fiduciary duties and such acts are in the best interests of the Trust, its creditors and estate.

M. The transactions contemplated by the APA are undertaken by the Trust and the Purchaser at arms' length, without collusion and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and as such, is entitled to all of the protections afforded thereby and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (a) the Purchaser recognized that the Trust was free to deal with any other party interested in acquiring the Purchased Assets; (b) the Purchaser did not in any way induce or cause the chapter 11 filing of the Trust; (c) based on the Sale Report, the Purchaser made the highest and best bid for the Purchased Assets after competitive bidding; and (d) the negotiation and execution of the APA and any other agreements or instruments related thereto was in good faith and an arms' length transaction between the Purchaser and the Trust.

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N. The Trust and the Purchaser have not engaged in any conduct that would permit the APA or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

O. The APA was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession or the District of Columbia.

P. While the Purchaser is a related entity, the Purchaser is not an "insider" of the Trust, as that term is defined in section 101(31) of the Bankruptcy Code.

Q. The Trust is the sole and lawful owner of the Purchased Assets, and hold good title thereto, immediately prior to the Closing. Except as permitted under the express terms of the APA, the consummation of the Sale pursuant to the APA will be a legal, valid and effective Sale of the Purchased Assets and will vest the Purchaser (and its designees or assignees, as applicable) with all right, title, and interest of the Trust and its bankruptcy estate in and to the Purchased Assets subject to the APA free and clear of all Liens, Claims, encumbrances and interests, including any such Liens, Claims, encumbrances and interests (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Trust, the Trust's estate or such Purchaser's interest in such Purchased Assets, or any similar rights, or (ii) relating to taxes or any other liabilities, arising under or out of, in connection with, or in any way relating to, the Purchased Assets, the Trust, the Trust's estate, or its respective operations or activities prior to the Closing Date. Without limiting the generality, the Purchaser shall have no liability as a successor to the Trust for any tax or other obligations of the Trust to the Illinois Department of Revenue.

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R. A Sale of the Purchased Assets other than one free and clear of Liens, Claims, encumbrances and interests would be of substantially less benefit to and would adversely affect the Trust's bankruptcy estate. The sale of the Purchased Assets outside of a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Trust's creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Trust. The Sale does not constitute a *sub rosa* chapter 11 plan.

S. Based upon the representations of the Trust, the Purchased Assets constitute property of the Trust's estate and title thereto is vested in the Trust's estate within the meaning of section 541(a) of the Bankruptcy Code. Based upon the representations of the Trust, the Trust has all right, title and interest in, to and under the Purchased Assets to transfer and convey the Purchased Assets as contemplated by the APA.

T. With respect to all parties asserting Liens, Claims, encumbrances and interests in, to, or against the Purchased Assets, the Sale complies with all the requirements of section 363(f) of the Bankruptcy Code. With respect to each interest in the Purchased Assets either: (a) applicable non-bankruptcy law permits the sale free and clear of such interest; (b) the holder of such interest consents to the Sale; or (c) the holder of such interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

U. All parties with Liens, Claims, encumbrances and interests against the Purchased Assets identified to be sold under the APA, if any, who did not object to the Motion and the relief requested therein, or who withdrew their objections to the Motion, are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code; and

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all parties with Liens, Claims, encumbrances and interests against the Purchased Assets who objected to the Motion, but who did not withdraw any such objection, can be compelled to accept a monetary satisfaction of their Liens, Claims, encumbrances and interests within the meaning of section 363(f)(5) of the Bankruptcy Code, and in each case, are enjoined from taking any action against the Purchaser, its affiliates or any agent of the foregoing to recover any claim which such person or entity has solely against the Trust, or any of its respective affiliates.

V. Any restrictions of the right of any holder of a Lien, Claim or encumbrance to credit bid have been so restricted for cause pursuant to section 363(k) of the Bankruptcy Code.

W. Upon the consummation of the Sale of the Purchased Assets to the Purchaser, (a) the Purchaser shall not be, as a result of the purchase of the Purchased Assets or otherwise, considered to have continued the business operations associated with the Purchased Assets without interruption or substantial change, and (b) substantial continuity in the operation of the Trust's business before and after the purchase of the Purchased Assets shall not be considered to exist.

X. By virtue of the APA or otherwise, the Purchaser will not acquire any liabilities of the Trust, other than the liabilities relating to the Assumed Contracts as set forth in Sections 1.1(c) and 1.3 of the APA.

Y. Without limiting the generality of the foregoing, other than the Assumed Liabilities, the Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby, thus adversely affecting the Trust, its estate and creditors, if the Sale of the Purchased Assets to the Purchaser and the

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assignment of the Assigned Contracts to the Purchaser were not free and clear of all Liens, Claims, encumbrances and interests of any kind or nature whatsoever, other than the Assumed Liabilities, or if the Purchaser would or in the future could, be liable for any Liens, Claims, encumbrances and interests, other than the Assumed Liabilities.

Z. Good and sufficient notice of the possible transfer, assumption and assignment of the Assigned Contracts has been given to all non-Debtor parties to the Assigned Contracts and no other or further notice is required. A reasonable opportunity to object or be heard has been offered to parties in interest.

AA. The Assigned Contracts are valid and binding, in full force and effect, and enforceable in accordance with their terms.

BB. The Cure Costs are deemed to be amounts necessary to "cure" (within the meaning of section 365(b)(1) of the Bankruptcy Code) all "defaults" (within the meaning of section 365(b) of the Bankruptcy Code) under such Assigned Contracts to the extent required by section 365 of the Bankruptcy Code.

CC. The Purchaser has demonstrated adequate assurance of future performance with respect to the Assigned Contracts pursuant to section 365(b)(1)(C) of the Bankruptcy Code.

DD. The Assigned Contracts are assignable notwithstanding any provisions contained therein to the contrary. Failure to object to the assumption and assignment of an Assigned Contract is deemed consent to the assumption and assignment.

EE. The assumption and assignment of the Assigned Contracts as set forth in the APA is integral to each of the APA and is in the best interests of the Trust, its

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creditors and estate and other parties-in-interest, and represents the exercise of sound and prudent business judgment by the Trust.

FF. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

GG. Upon entry of this Sale Order, the Trust shall have full power and authority to consummate the Sale contemplated by the APA. The APA and the Sale have been duly and validly authorized by all necessary action of the Trust and no shareholder vote, board resolution or other corporate action is required of the Trust for the Trust to consummate such Sale or the other transactions contemplated in the APA.

HH. Cause has been shown as to why this Sale Order should not be subject to the stay provided by Bankruptcy Rules 6004 and 6006.

II. The entry of this Sale Order is in the best interests of the Trust, its creditors and estate, and other parties in interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

THAT:

1. The Motion, the APA, and the transactions contemplated thereby shall be, and hereby are, granted and approved in all respects as modified by this Sale Order.
2. Any and all objections to the Motion, the APA, and the transactions contemplated thereby have been withdrawn or overruled.
3. The Trust is authorized and directed to close, consummate and comply with the APA and all other agreements and documents related to and contemplated thereby (collectively, the "Sale Documents"), which Sale Documents hereby are

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authorized and approved in all respects and to execute such other documents and take such other actions as are necessary or appropriate to effectuate the APA.

4. All objections and responses to the Motion are hereby resolved in accordance with the terms of this Sale Order and as set forth in the record at the Sale Hearing. To the extent such objections or responses were not otherwise overruled, withdrawn, waived, settled or resolved, they, and all reservations of rights included therein, are hereby overruled and denied.

5. The Purchaser's offer for the Purchased Assets, as embodied in the APA is the highest and best offer for such Purchased Assets, and is hereby approved.

6. Pursuant to sections 363(b) and 105(a) of the Bankruptcy Code, the Sale of the Purchased Assets by the Trust to the Purchaser and the transactions related thereto, upon the Closing under the APA, are authorized and approved in all respects.

7. Subject to the payment of the consideration provided for in the APA to the Trust by the Purchaser pursuant to sections 363 and 365(a) of the Bankruptcy Code, the Sale of the Purchased Assets by the Trust to the Purchaser shall constitute a legal, valid, and effective transfer of the Purchased Assets and shall vest the Purchaser with all right, title and interest of the Trust in and to the Purchased Assets free and clear of all liens, Claims, encumbrances and interests pursuant to section 363(f) of the Bankruptcy Code, effective as of the closing of the APA (the "Closing").

8. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing date, to operate under any license, permit, registration and governmental authorization or approval of the Trust with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and

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approvals are deemed to have been, and hereby are, authorized to be transferred to the Purchaser as of the Closing. Pursuant to section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of the chapter 11 cases or the consummation of the transaction contemplated by the APA.

9. Pursuant to section 363(f) of the Bankruptcy Code, the Sale of the Purchased Assets shall be free and clear of all Liens, Claims, encumbrances and interests and all liabilities of the Trust whether known or unknown, including, but not limited to, Liens, Claims, encumbrances and interests asserted by any of the Trust's creditors, vendors, suppliers, employees, executory contract counterparties, or lessors. The Purchaser shall not be liable in any way for any claims that any of the foregoing parties or any other third party may have against the Trust. Any and all valid and enforceable Liens, Claims, encumbrances and interests on, against or in the Purchased Assets, including those asserted by the Trust's lenders, shall be transferred, affixed, and attached to the net proceeds of the Sale with the same validity, priority, force and effect such Liens, Claims, encumbrances and interests had on the Purchased Assets immediately prior to the Sale and subject to the rights, claims, defenses, and objections, if any, of the Trust and all interested parties with respect to any such asserted Liens, Claims, encumbrances and interests. The Sale of the Purchased Assets to the Purchaser shall vest the Purchaser with all the right, title and interest of the Trust to its respective Purchased Assets free and clear of Liens, Claims, encumbrances and interests.

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10. The Purchaser has not assumed or otherwise become obligated for any of the Trust's liabilities other than as set forth in the APA, and the Purchaser has not purchased any of the "Excluded Assets," as defined in Section 1.2 of each of the APA.

11. Except for the "Assumed Liabilities" as defined and provided for in each of the APA, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all persons and entities, including, without limitation, the Trust, the Trust's affiliates, all debt security holders, equity security holders, the Trust's employees or former employees, governmental, tax, and regulatory authorities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding any Liens, Claims, encumbrances and interests, in or with respect to the Trust or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Trust, the Purchased Assets, the operation of the Trust's business prior to the Closing date under each APA or the transfer of the Purchased Assets to the Purchaser, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such Liens, Claims, encumbrances and interests against the Purchaser or any of their affiliates, successors or assigns thereof and each of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, affiliates and representatives (each of the foregoing in its individual capacity), or the Purchased Assets; including claims under section 365(n) of the Bankruptcy Code against any of the Purchaser with respect to the Purchased Assets. To avoid doubt, the foregoing shall not prevent the Trust, its

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estate, successors, or permitted assigns from pursuing claims, if any, against the Purchaser and/or its successors and assigns in accordance with the terms of the APA.

12. If any person or entity that has filed any financing statement, mortgage, mechanic's lien, *lis pendens* or other document or instrument evidencing liens with respect to any of the Purchased Assets shall have failed to deliver to the Trust and the Purchaser prior to the Closing of its respective APA, in proper form for filing and executed by the appropriate entity or entities, termination statements, instruments of satisfaction and releases of all Liens, Claims, encumbrances or interests which such person or entity has with respect to the Purchased Assets, then (a) the Trust is authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity and (b) the Purchaser is authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and interests in the Purchased Assets as of the Closing of the APA.

13. This Sale Order: (a) is and shall be effective as a determination that, upon Closing, Liens existing as to the Purchased Assets conveyed to the Purchaser have been and hereby are adjudged and declared to be unconditionally released, discharged and terminated; and (b) is and shall be binding upon and govern the acts of all entities, including, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any

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documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets conveyed to the Purchaser.

14. The provisions of this Sale Order authorizing the sale of the Purchased Assets free and clear of Liens, other than Assumed Liabilities, shall be self-executing, and neither the Trust nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Sale Order. However, the Trust and the Purchaser, and each of their respective officers, employees, and agents, are authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Trust or the Purchaser deem necessary or appropriate to implement and effectuate the terms of their respective APA and this Sale Order.

15. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA and this Sale Order.

16. After the date of Closing of the APA, no person or entity, including, without limitation, any federal, state or local taxing authority, may: (a) attach or perfect liens or a security interest against any of the Purchased Assets on account of; or (b) collect or attempt to collect from the Purchaser or any of their affiliates, any tax (or other amount alleged to be owing by the Trust) (i) for any period commencing before and concluding prior to the date of Closing or (ii) assessed prior to and payable after the date of Closing. Without limiting the generality of the foregoing, none of the Purchaser shall

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have any liability to the Illinois Department of Revenue for any tax liability incurred by the Trust prior to the Closing of the transactions under the APA.

17. This Sale Order shall be binding upon and govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons or entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report to or insure title or state of title in or to any of the Purchased Assets.

18. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, all "persons" (as that term is defined in section 101(41) of the Bankruptcy Code) are hereby enjoined from taking any action against the Purchaser or the Purchaser's affiliates (as they existed immediately prior to the Closing of the transactions under the APA) to recover any claim which such "person" has solely against the Trust or the Trust's affiliates (as they exist immediately following such Closing).

19. The transactions contemplated under the APA do not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Trust and/or the Trust's estate, there is not substantial continuity between the Purchaser and the Trust, there is no continuity of enterprise between the Trust and the Purchaser, the Purchaser is not a mere continuation of the Trust or its estate, and the Purchaser does not constitute a successor to the Trust or its estate. Other than the Assumed Liabilities under each APA, the Purchaser shall not assume, nor be deemed to assume or in any way be responsible

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for any liability or obligation of any of the Trust and/or its estate including, but not limited to, any bulk sales law, successor or transferee liability, liability or responsibility for any claim against the Trust or against any insider of the Trust or similar liability. The Motion and notice thereof contains sufficient notice of such limitation in accordance with the Bankruptcy Rules.

20. Pursuant to section 365 of the Bankruptcy Code, the Trust is authorized to assume and assign the Assigned Contracts to the Purchaser as listed on Exhibit B hereto. Upon assumption and assignment, the Purchaser shall make provisions for the payment of the Cure Costs to the counterparty of any such Assigned Contracts in the amounts set forth in the Assigned Contract Schedule attached as Exhibit B to this Sale Order. Except as set forth herein, the Cure Costs set forth in the Assigned Contract Schedule shall be deemed the entire cure obligation of the Trust due and owing under section 365 of the Bankruptcy Code. Any non-debtor party to an Assigned Contract is barred, enjoined and prohibited from asserting any claim (as defined in Section 101(5) of the Bankruptcy Code) ("Claim") against the Trust or its property or estate other than the Cure Cost with respect to such Assigned Contract or from offsetting, seeking to offset, recoup, deduct or set-off any Claims such party may have against the Trust from any amounts that may be or may become due in the future to the Purchaser under such Assigned Contract.

21. The failure of the Trust or the Purchaser to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Trust's or the Purchaser's right to enforce every term and condition of the Assigned Contracts.

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22. The Purchaser has demonstrated adequate assurance of future performance with respect to its respective Assigned Contracts. The proposed assumption and assignment of the Assigned Contracts satisfies the requirements of the Bankruptcy Code including, inter alia, sections 365(b)(1) and (3) and 365(f) of the Bankruptcy Code to the extent applicable.

23. All parties to the Assigned Contracts are forever barred and enjoined from raising or asserting against the Purchaser or the Trust any assignment fee, default or breach under, or any claim or pecuniary loss or condition to assignment, arising under or related to, the Assigned Contracts existing as of the Closing of the transactions under the APA or arising by reason of such Closing.

24. The Assigned Contracts, upon assignment to the Purchaser, shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Sale Order and, pursuant to section 365(k) of the Bankruptcy Code, the Trust shall be relieved from any further liability thereunder.

25. Any provision in any Assigned Contract that purports to declare a breach, default, or payment right as a result of an assignment or a change of control in respect of the Trust is unenforceable and is hereby nullified with respect to the Sale and assignments authorized by this Sale Order, and all Assigned Contracts shall remain in full force and effect, subject only to payment of the appropriate Cure Costs, if any. No sections or provisions of any Assigned Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor third party to the Assigned Contracts or restrict use of the premises which are demised by an Assigned Contract to a specific named tenant or business shall have any

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force and effect with respect to the sale and assignments authorized by this Sale Order, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code.

26. Any party having the right to consent to the assumption and assignment of Assigned Contracts that failed to object to such assumption and assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code. The Purchaser shall enjoy all of the rights and benefits under each such Assigned Contract as of the applicable date of assumption and assignment without the necessity of obtaining such non-debtor party's written consent to the assumption or assignment thereof.

27. Upon assignment, the Purchaser, its successors and assigns shall have the express right to exercise any and all unexercised extension options, renewal options, and/or non-disturbance rights or protections, notwithstanding any language in the Assigned Contracts making the exercise of such rights personal to any party or limiting the exercise of such rights only to an assignee who is an affiliate of the original named party under such Assigned Contract or an entity that acquires all or substantially all of the assets of the original named party to such Assigned Contract. Upon assignment, the Purchaser shall exercise said rights consistent with the terms of any such Assigned Contract.

28. The Purchaser is a good faith purchaser entitled to the benefits and protections afforded by section 363(m) of the Bankruptcy Code (including with respect to the transfer of the Assigned Contracts assigned as part of the Sale of the Purchased

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Assets pursuant to section 365 of the Bankruptcy Code and this Sale Order); accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale of the Purchased Assets shall not affect the validity of the Sale of the Purchased Assets to the Purchaser (including with respect to the transfer of the Assigned Contacts assigned as part of the Sale of the Purchased Assets pursuant to section 365 of the Bankruptcy Code and this Sale Order).

29. The consideration provided by the Purchaser for the Purchased Assets under the APA is fair and reasonable, and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

30. Upon the Closing of all of the transactions under the APA, the Trust is authorized and directed to escrow the net proceeds of the Sale, pending further Order of this Court or agreement of the parties regarding allocation of the proceeds.

31. With respect to the transactions consummated pursuant to this Sale Order, this Sale Order shall be sole and sufficient evidence of the transfer of title to the Purchaser, and the Sale consummated pursuant to this Sale Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Sale Order, including without limitation, all foreign affiliates and foreign receivers, filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative

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agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Sale Order as sole and sufficient evidence of such transfer of title and shall rely upon this Sale Order in consummating the transactions contemplated hereby.

32. This Court shall retain exclusive jurisdiction to interpret and enforce the provisions of the APA, the Sales Procedures Order, and this Sale Order in all respects and further to hear and determine any and all disputes between the Trust and the Purchaser, as the case may be, and any non-debtor party to, among other things, any Assigned Contracts; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the APA, the Sales Procedures Order, and this Sale Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

33. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by such parties, in accordance with the terms thereof without further order of the Court.

34. From and after the date hereof, the Trust shall act in accordance with the terms of the APA and the Trust, to the extent it already has not done so, shall execute any Sale Document at or prior to Closing.

35. To the extent of any inconsistency between the provisions of this Sale Order and the APA, or any documents executed in connection therewith, the provisions contained in this Sale Order shall govern.

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36. The provisions of this Sale Order are nonseverable and mutually dependent.

37. This Sale Order shall inure to the benefit of the Purchaser, the Trust, and their respective successors and assigns, including but not limited to any chapter 11 or chapter 7 trustee that may be appointed in the Trust's case and shall be binding upon any trustee, party, entity or fiduciary that may be appointed in connection with the case or any other or further case involving the Trust, whether under chapter 7 or chapter 11 of the Bankruptcy Code.

38. Nothing in any order of this Court or contained in any plan of reorganization or liquidation confirmed in the chapter 11 cases, or in any subsequent or converted case of the Trust under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the APA or the terms of this Sale Order. The provisions of this Sale Order and any actions taken pursuant hereto shall survive the entry of any order which may be entered confirming any chapter 11 plan of the Trust, converting the Trust's case from chapter 11 to a case under chapter 7 of the Bankruptcy Code, or dismissing the Trust's chapter 11 case.

39. The transactions contemplated by the APA shall be exempt from any so-called "bulk-sale" law in all necessary jurisdictions arising as a result of or in connection with the Trust's Sale and transfer of the Purchased Assets to the Purchaser.

40. Because time is of the essence, this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the stay of (i) orders authorizing the sale, use, or lease of property of the estate, as set forth in Bankruptcy Rule 6004(h), (ii) orders authorizing the assignment of an executory contract

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or unexpired lease, as set forth in Bankruptcy Rule 6006(d), and (iii) proceedings to enforce a judgment, as set forth in Bankruptcy Rule 7062, or otherwise shall not apply to this Sale Order.

41. The Trust is authorized to close the Sale under the APA immediately upon entry of this Sale Order.

ENTER:



HON. EUGENE R. WEDOFF
UNITED STATES BANKRUPTCY
JUDGE

Dated: April 26, 2011
Chicago, Illinois

Prepared by:

PERKINS COIE LLP

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*Counsel for The William J. McEnery Revocable Trust Dated 4/22/1993,
Debtor and Debtor in Possession*

UNOFFICIAL COPY**Exhibit A**

| Address | Lender | Personal Property | Real Property | Total Price |
|---|----------------------------|--------------------------|----------------------|--------------------|
| 459 West Nebraska Street, Frankfort, Illinois 60423 | Suburban Bank | \$25,000 | \$375,000 | \$400,000 |
| 9320 171st Street, Orland Hills, Illinois 60482 | Suburban Bank | \$25,000 | \$375,000 | \$400,000 |
| 525 West North Street, Mannattan, Illinois 60442 | Old Second Bank | \$25,000 | \$380,910 | \$405,910 |
| 19000 Wolf Road, Mokena, Illinois 60448 | Banco Popular | \$25,000 | \$625,000 | \$650,000 |
| 15112 South Bell Road, Homer Glen, Illinois 60491 | First Community Bank | \$25,000 | \$572,690 | \$597,690 |
| 918 Timber Place, New Lennox, Illinois 60451 | First Community Bank | \$25,000 | \$547,642 | \$572,642 |
| 399 Southcreek Drive, Manteno, Illinois 60950 | Old Second Bank | \$15,000 | \$334,000 | \$349,000 |
| | Total: | \$165,000 | \$3,210,242 | \$3,375,242 |

UNOFFICIAL COPY**Exhibit B**

| Counter Party | Agreement | Cure Amount |
|-----------------------|-----------------------|--------------------|
| Ice Cold Products | Ice Machine Lease | \$180.00 |
| Original Rainbow Cone | License Agreement | \$0 |
| RBS World Pay | Credit Card Agreement | \$0 |
| Valutec Gift Cards | Gift Cards | \$0 |

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