

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: ) Chapter 11  
)  
DISCOVERY ZONE, INC., DZ PARTY, )  
INC., DISCOVERY ZONE (PUERTO )  
RICO), INC. and DISCOVERY ZONE )  
LICENSING, INC., )  
) (Jointly Administered  
Debtors. )

CERTIFIED:  
AS A TRUE COPY:

7/2/99  
ATTEST:

STEPHEN D. TAYLOR, CLERK  
U. S. BANKRUPTCY COURT

BY *[Signature]*  
Deputy Clerk

**ORDER APPROVING THE PURCHASE AGREEMENT  
AUTHORIZING DEBTORS TO SELL CERTAIN PROPERTIES  
OF THEIR ESTATES FREE AND CLEAR OF LIENS, CLAIMS AND  
ENCUMBRANCES AND TO ASSUME AND ASSIGN EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES**



THIS MATTER is before the Court on the Motion for Order

(a) Approving Bidding Procedures in Connection with the Proposed Sale by the Debtors of Substantially All of Their Assets; (b) Scheduling Hearing to Consider Approval of the Proposed Sale; and (c) Upon Submission of a Qualifying Bid, Approving the Sale (the "Sale Motion") filed by Discovery Zone, Inc. ("Discovery Zone"), DZ Party, Inc. ("DZ Party"), Discovery Zone (Puerto Rico), Inc. ("DZPR") and Discovery Zone Licensing, Inc. ("DZ Licensing" and collectively with Discovery Zone, DZ Party and DZPR, the "Debtors") as debtors and debtors in possession. The Court, having considered the Sale Motion, the statements of counsel, the evidence presented, the pleadings, and the record in case, and being otherwise fully advised, makes the following findings of fact and conclusions of law.

P.I.N. 07-19-105-003-0000

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*[Signature]*

*[Handwritten Signature]*

FINDINGS OF FACT

A. Discovery Zone owns 100% of the stock of DZ Party, DZPR and DZ Licensing and Discovery Zone (Canada), Limited (hereinafter, "DZ Canada"). The Debtors' principal business activity is the operation of children's indoor entertainment and fitness facilities, which are commonly referred to as Discovery Zone FunCenters (each, a "FunCenter"). As of the Petition Date, the Debtors collectively operated a total of two Block Party Entertainment Centers and 195 Discovery Zone FunCenters in thirty-eight (38) states, Canada and Puerto Rico. DZ Licensing was established to hold the Debtors' trademarks, service marks, and other intellectual property rights.

B. The Debtors were founded in 1989 and grew from 28 locations in 1991 to a peak of 347 locations in 1994. They achieved much of their growth through the acquisition of their franchisees and other businesses. The Debtors' rapid expansion resulted in a loss of control over costs and quality at the store and corporate levels, which diminished customer service, reduced store operating margins and caused selling, general and administrative expenses to increase dramatically. These developments negatively affected the Debtors' overall profitability and led to a series of defaults under the Debtors' primary credit facility in late 1995 and early 1996.

C. In response to these and other factors, on March 25, 1996, Discovery Zone, Inc. and all of its domestic subsidiaries filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the "Prior Bankruptcy"). The debtors therein operated as debtors in possession from March 25, 1996 through July 29, 1997, the date of confirmation of their Third Amended Plan of Reorganization (the "Plan"). The Plan became effective on or about August 10, 1997 and has been substantially

consummated; the Prior Bankruptcy case remains open in this Court for purposes of completing the claims administration process.

D. Since emerging from the Prior Bankruptcy by virtue of confirmation of the Plan, the Debtors have pursued a comprehensive new business strategy (hereinafter referred to as the "Turnaround Plan"). The Turnaround Plan was designed to revitalize, reposition and restore the Debtors' core businesses and improve profitability.

E. As part of the Turnaround Plan, the Debtors began an extensive FunCenter renovation program designed to broaden their entertainment offerings, upgrade their facilities and give such facilities a "new look" consistent with the Debtors' brand repositioning campaign upon emerging from the Prior Bankruptcy. These renovations typically included the addition of designated areas for laser tags, arts and crafts, stage events and promotions activities. Through the end of calendar 1998, the Debtors had renovated approximately 60% of their FunCenters, and converted approximately 80% of their FunCenters to offer Pizza Hut products. These renovations were more costly and took longer to complete than originally anticipated and, due to a lack of funds, the Debtors have stopped making any further renovations.

F. Despite the successful implementation of many aspects of their Turnaround Plan, throughout 1998, the Debtors experienced continuing declines in revenues and attendance in many of their FunCenters. Comparable store revenues and attendance in 1998 declined 2.4% and 14.5%, respectively, from 1997. Revenue declined at a lower rate than attendance because of increases in in-store spending for food and games, as well as increases of 25% to 40% in general admission prices in renovated

FunCenters. The Debtors believe that in-store spending increased as a result of initiatives undertaken as part of the Debtors' Turnaround Plan.

G. In the first quarter of 1999, the Debtors experienced further declines in same-store revenues as compared to the first three months of 1998, primarily due to continued declines in general admission attendance. Currently, the Debtors do not have, and are not generating from operations, sufficient cash to meet their obligations as they become due.

H. Historically, the cash necessary to fund the Debtors' working capital, operating losses and capital expenditures has been provided by debt or equity financing. However, the Debtors have only minimal borrowing availability under their Revolving Credit Facility and are severely restricted in their ability to obtain additional debt or equity financing. In response to this impending liquidity crisis, on February 8, 1999, the Debtors engaged the investment banking firm of Ladenburg, Thalmann & Co. (the "Investment Banker") to assist them in raising additional capital and exploring other strategic alternatives, including possible investments by one or more strategic partners or other investors and/or a sale of all or substantially all of the Debtors' assets.

I. Prior to the Petition Date, the Debtors' were indebted to Foothill Capital Corporation ("Foothill" or the "DIP Lender") in the approximate amount of \$12 million (the "Prepetition Indebtedness") and pursuant to which Foothill asserts a lien over all of the Debtors' assets, subject to the prior liens and security interests asserted by McDonald's Corporation ("McDonald's") in fourteen parcels of Debtors' Owned Real Property (as hereafter defined) and the fixtures related thereto (the "McDonald's Liens"). On or about May 11, 1999, this Court authorized, on an interim basis, postpetition financing to the Debtors from Foothill in the aggregate amount, together with the

Prepetition Indebtedness, of \$15 million, pursuant to which Foothill was provided a lien on all assets of the Debtors. As a result, Foothill asserts a lien on all of the Debtors' assets, subject to the McDonald's Liens.

J. Prior to the Debtors' Chapter 11 filings, they commenced efforts to sell certain assets by soliciting potential purchasers. In connection with those efforts, the Debtors retained the Investment Banker which prepared a descriptive memorandum which was distributed to parties who might be interested in acquiring or in making a strategic investment in the Debtors. Although these efforts did not result in the execution of a definitive sale agreement, the Investment Banker and the Debtors received several expressions of interest for certain assets.

K. On May 14, 1999, the Debtors filed their Sale Motion requesting that this Court approve certain bidding procedures (the "Bidding Procedures"). The Bidding Procedures provided that bids should be submitted prior to June 4, 1999 at 12:00 noon. After receipt of bids, the Debtors were to conduct an auction on June 9, 1999 at 10:00 a.m. At the conclusion of the June 9, 1999 auction, the Debtors were to select the highest and best bid. The Debtors would then present the highest and best bid from the June 9, 1999 auction to the Court for approval at a hearing on June 14, 1999.

L. The Bidding Procedures also provided for (i) distribution of a package of pertinent information about the Debtors and assets to potential buyers who responded to the Debtors' solicitation, (ii) access to the Debtors and the assets to be granted to potential purchasers for due diligence and (iii) a competitive bidding process for the assets. The Bidding Procedures also required qualified bidders to execute a purchase agreement with such modifications as may be appropriate for a sale of less than a substantial portion of the Debtor's assets. The Bidding Procedures generated additional

bidding, promoted a fair sale in which all qualified interested bidders were able to participate and supplemented an already thorough prepetition marketing effort.

M. On May 14, 1999, the Debtors filed their Motion to Limit Notice requesting that the Court limit the service and notice of the Sale Motion (the "Notice Motion"). An Order approving the Notice Motion was entered on May 19, 1999.

N. On May 24, 1999, the Court entered its Order under 11 U.S.C. §§ 105(a), 363, Approving Certain Notice and Bidding Procedures in Connection with Sale of Substantially All of the Debtors' Assets. On May 24, 1999, the Debtor served the Notice of Approval of Bidding Procedures and Auction and Sale Hearing and Related Deadlines on (i) the United States Trustee for the District of Delaware, (ii) Foothill Capital Corporation and counsel for Foothill Capital Corporation, (iii) counsel for the Official Committee of Unsecured Creditors, (iv) all landlords, (v) the Debtors' twenty largest unsecured creditors, the Debtors' secured creditors; (vi) the PBGC, the IRS and the SEC, (viii) all potential bidders, and (ix) all parties requesting service pursuant to Bankruptcy Rule 2002.

O. CEC Entertainment, Inc. ("CEC") submitted a proper and timely bid pursuant to the Bidding Procedures on June 4, 1999.

P. On June 8, 1999, the Debtors filed their Motion for Order Amending Notice and Bidding Procedures in Connection with Sale of Substantially All of the Debtors' Assets, and on June 9, 1999, the Court entered its Order Modifying Bidding Procedures providing that the Auction be held on June 14, 1999 and a hearing to approve the sale (the "Sale Approval Hearing") the Sale Hearing would be held on June 22, 1999 at 10:00 a.m.

Q. The Debtors held the Auction on June 14, 1999, and CEC made the highest and best bid for substantially all of the Debtors' assets (the "CEC Bid"). The Debtors have accepted the CEC Bid, subject to the entry of this Order.

R. Discovery Zone and DZ Licensing, as sellers ("Sellers"), and CEC, as purchaser ("Purchaser"), have entered into the Asset Purchase Agreement dated as of June 23, 1999 and attached hereto as Exhibit A (the "Purchase Agreement"). DZ Party and DZPR have agreed to consent to the transactions described in the Purchase Agreement. Under the Purchase Agreement, the Sellers have agreed to sell, assign, transfer and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and take assignment and delivery of the following assets owned by Sellers (wherever located) related to, or used in conjunction with, the Business:<sup>1</sup>

(a) cash in the amount necessary to assure that on the day immediately following the Closing each FunCenter location will have cash on hand equal to the sum of \$1,500.00 per location;

(b) all supplies, materials and inventories located at the FunCenters relating in any manner to the Business, including, without limitation, any such assets that are actually located at any FunCenter or have been paid for by an Seller prior to the Closing with respect to any FunCenter.

(c) all machinery, equipment, tools, vehicles, furniture, furnishings, leasehold improvements, goods, and other tangible personal property owned by, except to the extent the same are located within the Other FunCenters located in the Commonwealth of Puerto Rico ("FFE");

(d) all transferrable licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like applicable to the Business (collectively, the "Permits");

(e) the Owned Intellectual Property;

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<sup>1</sup> Unless otherwise defined in this Order, capitalized terms used herein shall have the meaning ascribed to them in the Purchase Agreement.

(f) all game tokens and prize redemption tickets owned by Sellers at the FunCenters and other FunCenters; and

(g) all real estate owned by any Debtor identified in the Purchase Agreement.

(h) all structural plans and diagrams in Sellers possession for FunCenters located on Owned Real Property or upon any real property leased pursuant to an Assumed FunCenter Lease.

S. Sellers will assign and transfer to Purchaser, effective as of the Closing Date, all of their right, title and interest in and to, and Purchaser will take assignment of and assume the FunCenter Leases identified on Schedule 1.2 of the Purchase Agreement (the "Assumed FunCenter Leases").

T. The aggregate purchase price for the Acquired Assets (the "Purchase Price") is \$19 million subject to certain adjustments as set forth in the Purchase Agreement.

U. Sellers are good faith sellers and Purchaser is a good faith purchaser within the meaning of § 363(m) of the Bankruptcy Code, and Sellers and Purchaser are entitled to the protections of such § 363(m) of the Bankruptcy Code. The Purchase Agreement is the product of substantial and good faith negotiations that were conducted at arm's length and without collusion. There is no evidence of any conduct that would permit a finding of a lack of good faith in this sale on the part of Purchaser or the Debtors or that would justify setting aside the sale under § 363(n) of the Bankruptcy Code.

V. Approval of the Purchase Agreement, the consummation of the sale of the Acquired Assets, and the assumption and assignment of the Assumed FunCenter Leases contemplated therein are in the best interest of the Sellers' respective estates. The Court finds that Sellers have articulated good and



sufficient business reasons justifying the sale of the Acquired Assets and the assumption and assignment of Assumed Contracts and Assumed Leases pursuant to §§ 363 and 365 of the Bankruptcy Code.

W. It is in the best interest of Sellers' respective estates and their creditors to promptly sell the Acquired Assets prior to confirmation of a plan of reorganization. Compelling business reasons exist for the prompt sale of these assets. The Debtors' estates are diminishing in value as a result of continuing operating losses. The Acquired Assets have substantially more value if sold now, and the prompt sale of the Acquired Assets will further the goal of keeping administrative expenses to a minimum.

X. Sellers undertook extensive efforts, individually, and by and through the Investment Banker, both pre-petition and post-petition, to market the Acquired Assets. Sellers, through the Investment Banker, have undertaken an extensive solicitation to sell the Acquired Assets. The Auction represents the culmination of Sellers' marketing and solicitation process. The Auction was conducted in good faith, at arm's length and without collusion. The Purchase Agreement represents the highest and best offer for the Acquired Assets and the best sale opportunity available to Sellers. No party has proposed or offered any equivalent competing offer.

## CONCLUSIONS OF LAW

Y. The Court has jurisdiction of the cases and of the properties of the Debtors and their respective bankruptcy estates under 28 U.S.C. §§ 1334 and 157. The Sale Motion concerns the administration of Sellers' estates,

approval of the sale of properties of Sellers' estates, and the assumption and assignment of unexpired leases and executory contracts and is, therefore, a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (M), (N) and (O).

Z. The notice given creditors, equity security holders, lienholders and secured creditors, landlords and other parties in interest was given in accordance with the Motion to Limit Notice and constitutes good, sufficient and adequate notice of the Bidding Procedures and the Sale Approval Hearing and has been given in accordance with the requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the District of Delaware, including, but not limited to § 363(b) and (f), § 365, Rules 2002, 6004, 6006, 9013, and 9014. The notice provided in accordance with the Motion to Limit Notice and Approve Form and Manner of Notice (the "Motion to Limit Notice") is reasonable and is the best possible notice that could be provided under the circumstances. No further notice is necessary.

AA. All requirements of Bankruptcy Code § 363(b) and (f) and any other applicable law relating to the sale of the Acquired Assets contemplated by the Purchase Agreement have been satisfied. This Order is and shall be effective as a determination that all interests, including but not limited to liens, liabilities, obligations, pledges, judgments, assignments, restrictions, claims, encumbrances, charges, security interests, and mortgages of any and every kind, nature and description whatsoever against the Acquired Assets, the Assumed FunCenter Leases of the Debtor (individually or collectively an "Encumbrance") have been and are hereby terminated and released with such Encumbrances to attach to the proceeds of the sale of the Acquired Assets to the same extent and

with the same priority as if such property had not been sold. Each holder of an Encumbrance is directed to immediately release such Encumbrance.

BB. All requirements of Bankruptcy Code § 365 relating to the assumption and assignment of the Assumed FunCenter Leases in connection with the sale of the Acquired Assets have been or will be satisfied at Closing.

Purchaser has demonstrated adequate assurance of its future performance under the Assumed FunCenter Leases pursuant to § 365(b). The Purchase Agreement provides adequate means for the satisfaction of any cure obligations due under the Assumed FunCenter Leases.

CC. Neither Purchaser nor Sellers engaged in any conduct that would cause or permit the Purchase Agreement to be avoided pursuant to Bankruptcy Code § 363(n).

DD. Upon closing of the Purchase Agreement, the transfers of Acquired Assets and the assumption and assignment of the Assumed FunCenter Leases (a) will constitute legal, valid, and effective transfers of the Acquired Assets to the Purchaser, (b) will vest Purchaser with all right, title and interest of the Sellers in and to the Acquired Assets free and clear of all Encumbrances pursuant to Bankruptcy Code § 363(f); and (c) constitute transfers for reasonably equivalent value and fair consideration.

EE. All amounts held pursuant to the Escrow Agreement and to be paid by Sellers pursuant to the Purchase Agreement are immediately payable if and when the obligations of Sellers arise under the Purchase Agreement without further order of the Court.

FF. The provisions of this Order are nonseverable and mutually dependent.

GG. All conclusions of law which are findings of facts shall be deemed to be findings of fact.

**IN ACCORDANCE WITH AND BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED THAT:**

1. The Sale Motion is approved.

2. All objections to the Sale Motion not withdrawn are overruled and denied. *for the reasons set forth in this Order and those announced at the June 22, 1999 hearing.* B7

3. The Motion to Limit Notice is approved in its entirety.

3. Sellers are authorized to consummate the sale of the Acquired Assets to Purchaser pursuant to the terms of the Purchase Agreement and to assume and assign to Purchaser the Assumed FunCenter Leases; and the related transactions in connection therewith and the form and content of the Purchase Agreement, and the exhibits and schedules thereto and any documents ancillary thereto (the "Ancillary Documents") are approved. Sellers are authorized to perform their respective obligations under the Purchase Agreement, and otherwise to consummate all of the transactions contemplated thereby.

4. Sellers and each other Person having duties or responsibilities under the Purchase Agreement or this Order, and their respective directors, officers, general partners, agents, representatives, and attorneys, are authorized and empowered to carry out all of the provisions of the Purchase Agreement to issue, execute, deliver, file, and record, as appropriate, the Purchase Agreement and to take any action contemplated by the Purchase Agreement or

this Order, and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents, and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to, implement, effectuate, and consummate the Purchase Agreement and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors or stockholders. The secretary or any assistant secretary of each of the Sellers shall be, and hereby is, authorized to certify or attest to any of the foregoing actions. Sellers are further authorized and empowered to cause to be filed with the Secretary of State or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Purchase Agreement and this Order. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such Person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the General Corporation Law of the State of Delaware and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the Purchase Agreement and this Order and the transactions contemplated thereby and hereby.

5. Upon closing of the Purchase Agreement, each holder of an Encumbrance is directed to immediately release any such Encumbrance if requested by Purchaser or Sellers. If any holder of an Encumbrance refuses to

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execute or file a release of any such Encumbrance, Purchaser or Sellers is authorized to file documentation necessary to release any such Encumbrance.

6. Pursuant to Section 365(f) and (g), the Assumed FunCenter Leases to be assumed by Sellers and assigned to Purchaser are hereby deemed to be assumed by Sellers and assigned to Purchaser effective on the Closing Date. The Assumed FunCenter Leases that the Purchaser assumes at the closing of the sale will be transferred to the Purchaser for the benefit of the Purchaser, and remain in full force and effect in accordance with their respective terms and Purchaser shall comply in all respects with 11 U.S.C. § 365(b), (3)(C) and (D) for the benefit of Purchaser, notwithstanding any provision in any Assumed FunCenter Leases that the Purchaser assumes at the closing of the Sale or any underlying master leases that prohibits, restricts or conditions such assignment or transfer, including, without limitation, all preferential rights or rights of first refusal of any kind or nature whatsoever, pursuant to section 365(f) of the Bankruptcy Code; provided that such prohibition, restriction or condition of assignment or transfer shall be negated only with respect to transfers and assignments effected pursuant to the Purchase Agreement and that such prohibitions, restrictions and conditions of assignment shall otherwise remain in full force and effect and a part of the contract or lease so assigned or transferred.

7. Upon Closing, all right, title, and interest in and to the Acquired Assets shall be immediately vested in Purchaser free and clear of all Encumbrances pursuant to § 363(f) of the Bankruptcy Code. Encumbrances, if any, shall attach to the proceeds of the sale of the Acquired Assets to the same extent and with the same priority as if such property had not been sold.

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8. The proceeds from the sale of the Acquired Assets (less any amounts deposited into escrow) shall be delivered on the Closing Date to Foothill and McDonald's and be applied by Foothill and McDonald's, respectively, in partial satisfaction of Foothill's post-petition secured claims and in satisfaction of the allowed secured claims of McDonald's in their respective relative priority, without further order of this Court. Purchaser represents that it will comply with the respective terms of each of the Assumed FunCenter Leases, (including without limitation any use restrictions therein) that the Purchaser assumes at the Closing of the Sale.

9. The payment of the Third-Party Escrow Amount to the Escrow Agent, in accordance with the Escrow Agreement provided for in the Purchase Agreement, is approved.

10. The terms and provisions of the Escrow Agreement pursuant to which payments may be made by the Escrow Agent from the Third Party Escrow Amount in accordance with the Escrow Agreement are approved, and payments pursuant thereto may be made without further order of this Court.

11. The Third Party Escrow Amount shall be utilized, in part, to satisfy the claims of landlords under the Assumed FunCenter Leases payable in accordance with Section 365 (b)(1) of the Bankruptcy Code (the "Cure Amounts"). On or before June 30, 1999, the Debtors shall serve a notice upon the landlords indicating the proposed Cure Amounts. The landlords shall have until July 9, 1999 to contest the proposed Cure Amounts by serving a written objection to the proposed Cure Amounts upon counsel to the Debtors. In the event the landlords and the Debtors are unable to agree upon the appropriate Cure

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Amounts, the Court will determine the matter at a hearing to be held July \_\_\_\_, 1999 prior to the Closing.

12. The Debtors are hereby authorized to reject the Other FunCenter Leases listed on Exhibit B hereto (the "Rejected Leases") effective July 2, 1999. The Debtors shall provide notice of the rejection of the Rejected Leases by serving a copy of this Order upon the landlords for the Rejected Leases.

13. Immediately upon entry of this Order, upon 24 hours notice, Purchaser shall be entitled to enter the Other FunCenters covered by the Rejected Leases, to inspect, review, take possession and remove any of the Acquired Assets including, without limitation, FFE, in accordance with the Purchase Agreement. All parties and persons of every nature and description, including, without limitation, landlords, utility companies, governmental agencies or creditors, and all those acting for or on their behalf, be, and hereby are, restrained from (A) in any way interfering with or otherwise impeding the removal of any Acquired Assets by Purchaser from any Other FunCenter or (B) instituting any action or proceeding in any Court (other than this Court) or other administrative body having as its objective the obtaining of an order or judgment which might in any way directly or indirectly interfere with or impede the removal of any Acquired Assets by Purchaser from any Other FunCenter covered by the Rejected Leases.

14. Neither the March 12, 1997 agreement between Pepsi-cola Company ("Pepsi") and Discovery Zone, Inc. nor any equipment or other



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property of Pepsi (the "Pepsi Equipment") is included among the assets to be sold to CEC pursuant to the Asset Purchase Agreement.

15. Purchaser, by virtue of the transactions contemplated by the Purchase Agreement, shall not be rendered or deemed a successor or owner of Debtors' Business and shall not have any obligations or liabilities that such successor or owner of the Debtors' Business might incur, except with respect to (1) Assumed Liabilities and (2) any Claim which is independently assertable against Purchaser or its affiliates.

16. The Purchase Agreement and all other documents, agreements, and instruments necessary to effectuate and consummate the transactions contemplated by the Purchase Agreement together with the terms and provisions of this Order, shall be binding upon and shall inure to the benefit of Sellers, Purchaser, and their respective successors and assigns including, without limitation, any trustee appointed in these cases or any Chapter 7 cases which succeed these cases.

17. The Purchase Agreement may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment, or supplement is not material.

18. The transfers of the Acquired Assets to Purchaser is not subject to taxation under any state or local law imposing a stamp, transfer or similar tax in accordance with Bankruptcy Code § 1146(c).

19. The Court retains exclusive jurisdiction to interpret and enforce the provisions of the Purchase Agreement to which one or more of the

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Sellers is party, and this Order in all respects, including, without limitation, exclusive jurisdiction to determine or resolve any and all objections to or disputes among the parties to the Purchase Agreement regarding the escrow arrangements and accounts established or contemplated under the Purchase Agreement (including any objections or disputes regarding proposed charges against or disbursements from any and all such accounts), and all issues or disputes with respect to amounts payable under the Purchase Agreement or under the Escrow Agreement, provided, however, that in the event the Court abstains from exercising, or declines to exercise, jurisdiction with respect to any matter referred

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to in this paragraph or is without jurisdiction, 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.

SIGNED this 25 day of June, 1999.

  
\_\_\_\_\_  
Chief United States District Judge

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**EXHIBIT A**

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## ASSET PURCHASE AGREEMENT

BY AND AMONG

CEC ENTERTAINMENT, INC.,

as Purchaser

AND

DISCOVERY ZONE, INC.,

AND

DISCOVERY ZONE LICENSING, INC.,

as Sellers

AND

DZ PARTY, INC.,

AND

DISCOVERY ZONE (PUERTO RICO), INC.,

as Consenting Parties

Dated as of JUNE 23, 1999

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is dated as of JUNE 23, 1999, by and among CEC Entertainment, Inc. ("Purchaser") and Discovery Zone, Inc., and Discovery Zone Licensing, Inc., each a debtor and debtor-in-possession under Chapter 11 Case No. 99-941 (JJF), jointly administered (individually each a "Seller" and collectively "Sellers"). In consideration of the mutual covenants, agreements and warranties herein contained, the parties hereto agree as follows:

### CERTAIN DEFINITIONS

Unless otherwise defined herein, terms used herein shall have the meanings set forth below:

"Agreement" means this Asset Purchase Agreement, including all Exhibits and Schedules hereto, as the same may be amended from time to time in accordance with its terms.

"Acquired Assets" shall have the meaning set forth in Article I hereof.

"Bankruptcy Code" means title 11 of the United States Code, §§ 101-1330.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware, having jurisdiction over Sellers and their assets in the Chapter 11 Cases.

"Business" means the business conducted utilizing those operating assets and operations of Sellers for the purpose of operating family entertainment centers in the United States.

"Chapter 11 Cases" means the pending cases commenced by Sellers on April 20, 1999 under chapter 11 of the Bankruptcy Code, pending in the Bankruptcy Court under docket no. 99-941 (JJF), jointly administered.

"Claim" means any claim, lawsuit, demand, suit, inquiry made, hearing, investigation, notice of violation, litigation, proceeding, arbitration, or other dispute, whether civil, criminal, administrative or otherwise.

"Closing" means the consummation of the transactions contemplated herein in accordance with Article IX hereof.

"Closing Date" means the date set forth in Section 9.1 of this Agreement.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Contaminant" means any substance regulated under any Environmental Law, or any substance defined as or included in the statutory or regulatory definitions of pollutant,

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hazardous substances, hazardous or toxic wastes, hazardous materials, or "toxic substances" under any Environmental Law.

"Contract" means any agreement, contract, commitment, or other binding arrangement or understanding, whether written or oral, to which Sellers are a party.

"Dollars" or "\$" means dollars of the United States of America.

"Environmental Law" means any Regulation that relates to or otherwise imposes liability or standards of conduct concerning discharges, releases or threatened releases of noxious odors or any Contaminants into ambient air, water or land, or otherwise relating to the manufacture, processing, generation, distribution, use, treatment, storage, disposal, cleanup, transport or handling of Contaminants.

"Environmental Liabilities and Costs" means all losses from any claim, by a Person, whether based on contract, tort, implied or express warranty, strict liability, criminal or civil statute, including under any Remedial Action, any Environmental Law, any Permit required by or pursuant to any applicable Environmental Law, any Lien in favor of any authority for Environmental Liabilities and Costs, any Order or agreement with any authority, arising from environmental, health or safety conditions, or the Release of a Contaminant into the environment.

"Escrow Agreement" means an escrow agreement in such form as may be mutually agreeable to Purchaser and Sellers, to be entered into by the Purchaser and Sellers, with respect to the establishment and maintenance of accounts to hold the Third-Party Escrow and the Adjustment Escrow

"FunCenters" means the premises identified in Schedule 1.2 and as items 1 through 13 in Schedule 3.5 from which Sellers operate the Business.

"FunCenter Lease" means, individually, any lease of a FunCenter or Other FunCenter.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder.

"Indebtedness" with respect to any Person means any obligation of such Person for borrowed money, and in any event shall include (a) any obligation incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in current liabilities and incurred in respect of property purchased in the ordinary course of business, (b) the face amount of all letters of credit issued for the account of such Person, (c) obligations (whether or not such Person has assumed or become liable for the payment of such obligation) secured by Liens, (d) capitalized lease obligations, (e) all guarantees of such Person, (f) all accrued interest, fees and charges in respect of any Indebtedness, and (g) all prepayment premiums and penalties, and any other fees, expenses, indemnities and other amounts payable as a result of the prepayment or discharge of any Indebtedness.



“Lien” means any security interest, lien, charge, mortgage, deed, assignment, pledge, hypothecation, encumbrance, easement, restriction or interest of another Person of any kind or nature.

“Order” means any decree, order, injunction, rule, judgment, consent of or by any court or governmental authority.

“Ordinary Course of Business” means the operation of the Business by Sellers in the usual and ordinary course in a manner substantially similar to the manner in which Sellers have operated since the commencement of the Chapter 11 Cases.

“Other FunCenters” means any family entertainment centers operated by Sellers other than the FunCenters.

“Person” means any corporation, partnership, joint venture, limited liability company, organization, entity, authority or natural person.

“Purchaser” means, as applicable herein, CEC Entertainment, Inc.

“Regional Headquarters” means the administrative offices of Sellers identified in Schedule 1.3(g).

“Regulation” means any law, statute, regulation, ruling, rule or order of, administered or enforced by or on behalf of any court or governmental authority.

“Release” means any release, spill, emission, leaking, pumping, disposal, discharge, dispersal or migration of any Contaminant into the indoor or outdoor environment or into or out of any property or assets (including the Acquired Assets) owned or leased by Sellers, including the movement of Contaminants through or in the air, soil, surface water, groundwater or property.

“Remedial Action” means all actions required under any applicable Environmental Law to (a) clean up, remove, treat or in any other way address Contaminants in the indoor or outdoor environment; (b) prevent the Release or threat of Release or minimize the further Release of Contaminants so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; or (c) perform pre-remedial studies and investigations and post-remedial monitoring and care.

“Sale Order” means that certain order(s) to be entered by the Bankruptcy Court in the Chapter 11 Cases, in substantially the form attached as Exhibit “B” to this Agreement, *inter alia*, approving the transactions contemplated by this Agreement.

“Schedules” means the schedules hereto.

“Sellers” means Discovery Zone, Inc. and Discovery Zone Licensing, Inc.

"Taxes" means all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding and Social Security taxes imposed by the United States or any other country or by any state, municipality, subdivision or instrumentality of the United States or of any other country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such Taxes.

"Tax Return" means any report, return or other information required to be supplied to a taxing authority in connection with Taxes.

"Third Party" means any Person other than Sellers, Purchaser or any of their respective affiliates.

## ARTICLE I

### PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES

1.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Sellers shall sell, assign, transfer and deliver, free and clear of all liens, security interests and other encumbrances, to Purchaser, and Purchaser shall purchase, acquire and take assignment and delivery of the following assets owned by Sellers (wherever located) related to, or used in conjunction with, the Business, and all of Sellers' right, title and interest therein and thereto, but not including those assets specifically excluded in Section 1.3 (all of the assets to be sold, assigned, transferred and delivered to Purchaser hereunder shall be deemed included in the term "Acquired Assets" as used herein):

(a) cash in the amount necessary to assure that on the day immediately following the Closing each FunCenter location will have cash on hand equal to the sum of \$1,500.00 per location.

(b) all supplies, materials and inventories actually located at any FunCenter prior to the Closing (collectively, the "Inventory");

(c) all machinery, equipment, tools, vehicles, furniture, furnishings, leasehold improvements, goods, and other tangible personal property owned by Sellers, except to the extent the same are located within the Other FunCenters located in the Commonwealth of Puerto Rico ("FFE");

(d) all transferable licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like applicable to the FunCenters (collectively, the "Permits");

- (e) the Owned Intellectual Property (as defined in Section 3.9 hereof);
- (f) all game tokens and prize redemption tickets owned by Sellers at the FunCenters and Other FunCenters (collectively, "Tokens");
- (g) all real estate owned by any Sellers identified in Schedule 3.5 ("Owned Real Property"); and
- (h) all structural plans and diagrams in Sellers' possession for FunCenters located on Owned Real Property or upon any real property leased pursuant to an Assumed FunCenter Lease.

1.2 Assignment and Assumption of FunCenter Leases. Subject to the terms and conditions set forth in this Agreement, Sellers will assign and transfer to Purchaser, effective as of the Closing Date, all of Sellers' right, title and interest in and to, and Purchaser will take assignment of and assume, the FunCenter Leases identified in Schedule 1.2 ("Assumed FunCenter Leases"). All right, title and interest of Sellers (or any of them) under the Assumed FunCenter Leases shall be deemed included in the term "Acquired Assets" as used herein. Notwithstanding the foregoing, on or prior to the seventh day before the Closing Date, Purchaser, in Purchaser's sole discretion, may make a determination that it will not assume any or all of the Assumed FunCenter Leases. In the event Purchaser notifies Sellers that it will not assume one or more Assumed FunCenter Leases, (i) the family entertainment centers operated under such Assumed FunCenter Leases shall be deemed to be Other FunCenters; and (ii) there shall be no adjustment to the Purchase Price payable by Purchaser under this Agreement.

1.3 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the following assets of Sellers, as well as any other assets not defined as Acquired Assets, shall be retained by Sellers and are not being sold or assigned to Purchaser hereunder (all of the following are referred to collectively as the "Excluded Assets"):

- (a) any and all personal property of Sellers, wherever located, that is held pursuant to any lease including, without limitation, any capital lease;
- (b) any stock held by any Seller or any affiliates of Sellers;
- (c) any and all avoidance claims or causes of action arising under the Bankruptcy Code or applicable state law, including, without limitation, all rights and avoidance claims of Sellers arising under Sections 544, 547, 548, 549 and 550 of the Bankruptcy Code;
- (d) all instruments, prepaid assets and deposits, receivables, unbilled costs and fees, tax refunds, co-op advertising allowances, and accounts;
- (e) all Claims (excluding Claims relating to existing violations of any rights with respect to Owned Intellectual Property) and rights of action and all choses in

action arising out of occurrences before or after the consummation of the proposed transactions contemplated herein;

- (f) all cash, except as provided in Section 1.1(a);
- (g) the Regional Headquarters identified in Schedule 1.3(g) and the leases for the Other FunCenters; and
- (h) subject to the terms of Section 1.6 hereof, all machinery, equipment, tools, vehicles, furniture, furnishings, leasehold improvements, goods, supplies, materials and inventory, including redemption merchandise, and other tangible personal property owned by Sellers, located within the Other FunCenters located in the Commonwealth of Puerto Rico.

1.4 No Other Liabilities Assumed. Sellers acknowledge and agree that pursuant to the terms and provisions of this Agreement and under any Contract, Purchaser will not assume any obligation of Sellers (including any Cure Amounts), other than obligations assumed under the Assumed FunCenter Leases. In furtherance and not in limitation of the foregoing, neither Purchaser nor any of its affiliates shall assume, and shall not be deemed to have assumed, other than as specifically set forth in Section 1.2 above, any debt, claim, obligation or other liability of Sellers or any of its affiliates whatsoever, including, but not limited to: (i) any Environmental Liabilities and Costs for any act, omission, condition, event or circumstance to the extent occurring or existing prior to the Closing Date, including without limitation all Environmental Liabilities and Costs relating in any manner to Sellers' direct or indirect handling, transportation or disposal of any Contaminants, (ii) any of Sellers' liabilities in respect of Taxes, (iii) any brokers' or finders' fees arising by reason of Sellers' dealings with brokers or other third parties, or other liability of Sellers for costs and expenses (including legal fees and expenses) incurred in connection with this Agreement, (iv) any Indebtedness, (v) except as otherwise provided in Section 6.2 hereof with respect to the accrued and unused vacation of Sellers' Employees, any obligations or liabilities for Sellers' Employees, including severance, pension, profit sharing or any other employee benefit plans, compensation or retiree medical and other benefits and obligations, (vi) any obligation or liability arising as a result of or whose existence is a breach of Sellers' representations, warranties, agreements or covenants herein, (vii) any liability subject to compromise, (viii) any obligation of any affiliate of Sellers, and (ix) rebates, allowances, deductions and/or price discrepancies relating in any manner to products or services sold in pursuit of the Business prior to the Closing Date. Disclosure of any obligation or liability on any schedule to this Agreement shall not create any liability of Purchaser.

1.5 Other FunCenters to be Closed. (a) Sellers and Purchaser acknowledge that (i) effective June 14, 1999 Sellers were operating one hundred thirty (130) family entertainment centers including both the FunCenters and Other FunCenters, a complete list of which is attached hereto as Schedule 1.5; and (ii) after the Closing Sellers will not operate the Other FunCenters. Upon the closing of any Other FunCenters, Sellers shall adequately secure the premises upon which such Other FunCenters are located and the Purchase Price shall be adjusted by an amount not to exceed \$10,000 per Other FunCenter if the FFE at any Other FunCenter is materially different from the amount of FFE reflected in the "Master

Inventory of FunCenter Assets" schedule of FFE previously delivered to Purchaser by Sellers on or about June 19, 1999.

(b) Sellers shall deliver written notice to Purchaser two (2) business days' prior to the availability of any FFE and Tokens at any Other FunCenter(s) (each an "Availability Notice"). For a period of seven (7) days after delivery of an Availability Notice ("Removal Period"), Purchaser shall have the right to remove FFE and Tokens from the Other FunCenter(s) referenced in such Availability Notice. Any FFE and Tokens not removed from an Other FunCenter at the expiration of the Removal Period shall be excluded from the Acquired Assets and not purchased by Purchaser and there shall be no adjustment to the Purchase Price payable by Purchaser with respect to such FFE and Tokens.

(c) In the event that Purchaser removes FFE and Tokens from any Other FunCenter and a Closing does not occur under this Agreement, at Purchaser's election, Purchaser shall either (i) liquidate such removed FFE and Tokens on behalf of Sellers and deliver the proceeds of such liquidation to Sellers, or (ii) purchase such removed FFE and Tokens from Sellers at such price as Purchaser and Sellers shall mutually agree.

1.6 Puerto Rico. Sellers and Purchaser hereby acknowledge that Sellers will sell the two (2) Other FunCenters located in the Commonwealth of Puerto Rico including, without limitation, the furniture, fixtures and equipment located therein to a Person unrelated to Purchaser; and will remove, or cause to be removed, any identifying signage and other indicia of the Owned Intellectual Property from such Other FunCenters on or before the earlier of (i) Closing Date, and (ii) the date such Other FunCenters are sold.

## ARTICLE II

### PURCHASE PRICE AND PAYMENT

2.1 Payment of Purchase Price. The aggregate purchase price for the Acquired Assets (the "Purchase Price") shall be the sum of the following:

(a) The earnest money deposit equal to \$100,000.00 paid by Purchaser pursuant to bidding procedures approved by the Bankruptcy Court in the Chapter 11 Cases; plus

(b) An additional earnest money deposit of \$1,800,000.00 to be paid by Purchaser and to be held in escrow upon entry of the Sale Order pursuant to a Deposit Escrow Agreement by and among Sellers, Purchaser and Young Conaway Stargatt & Taylor, LLP of even date herewith; plus

(c) In accordance with Section 1.2 hereof, Purchaser's assumption of the Assumed FunCenter Leases; plus

(d) Purchaser's payment to Sellers of an amount equal to \$16,100,000.00 less any amount set aside as the Adjustment Escrow pursuant to Section 2.3 hereof, in immediately available funds at Closing; plus

(e) Purchaser's payment to the escrow agent under the Escrow Agreement of the sum of \$1,000,000.00 (the "Third-Party Escrow Amount") to be held by such escrow agent pursuant to the terms of the Escrow Agreement; plus

(f) A sum equal to the aggregate amount of any cash purchased by Purchaser pursuant to Section 1.1(a).

2.2 Further Assurances. From time to time after the Closing and without further consideration, (i) Sellers, upon the request of Purchaser and at Sellers' expense, shall execute and deliver such documents and instruments of conveyance and transfer as Purchaser may reasonably request in order to consummate more effectively the purchase and sale of the Acquired Assets as contemplated hereby and to vest in Purchaser title to the Acquired Assets transferred hereunder, provided that (x) Sellers shall not be required to execute or deliver any document or instrument pursuant to this Section 2.2 that includes any provision(s) that impose obligations upon Sellers that are greater than those imposed upon Sellers under the other provisions of this Agreement or the documents executed pursuant hereto, and (y) in no event shall Sellers be required to incur any material cost or expense in the performance of its obligations under this Section 2.2, Section 5.1 or Section 5.3 (it being understood that notwithstanding the foregoing, the Purchaser shall in any event be entitled to require Sellers to take such action as Sellers would otherwise be required to take pursuant to this Section 2.2, Section 5.1 or Section 5.3 but for the cost thereof by advancing to Sellers the amounts Sellers reasonably anticipate incurring in excess of immaterial costs and expenses in taking the action), and (ii) Purchaser, upon the request of Sellers and at Purchaser's expense, shall execute and deliver such documents and instruments of assumption as Sellers may reasonably request in order to confirm Purchaser's liability for the obligations under the Assumed FunCenter Leases or otherwise more fully consummate the transactions contemplated by this Agreement.

### 2.3 Owned Real Estate.

(a) Within two (2) business days of execution of this Agreement, Sellers shall deliver to Purchaser title reports on each parcel of Owned Real Property ("Title Reports"). After the receipt of the Title Reports, but in no event later than July 6, 1999, Purchaser shall identify to Sellers, in writing, each parcel of Owned Real Property that Purchaser determines, on a commercially reasonable basis, as to which there exists use restrictions of record that would individually or in the aggregate (i) with respect to Owned Real Property located at Kennesaw, Georgia and Sterling Heights, Michigan, prevent the construction or operation of a prototypical Chuck E. Cheese's restaurant or (ii) with respect to any of the Owned Real Property, other than Kennesaw or Sterling Heights properties, materially detracts from the value of, or impairs the use of, the affected properties (each a "NCP").

(b) In the event Purchaser shall identify one or more NCPs, such NCPs shall be transferred to Purchaser at Closing and the entire Purchase Price shall be paid. If one or more NCPs are identified by Purchaser, \$1,000,000.00 of the Purchase Price shall be deposited with the escrow agent under the Escrow Agreement in a separate escrow account (the "Adjustment Escrow") for purposes of satisfying any Purchase Price adjustment

required under this Section 2.3. All liens, claims and encumbrances that now attach to the Owned Real Property shall attach in their current order of validity, priority and enforceability to the Adjustment Escrow pending resolution and payment of any Purchase Price adjustment, if any.

(c) Within thirty (30) days of Closing, the Purchase Price shall be adjusted with respect to each NCP by such amount as (i) Purchaser, Sellers and McDonald's Corporation ("McDonald's") shall mutually agree within thirty (30) days of Closing, or (ii) thereafter as is determined through binding "Baseball Arbitration". For this purpose, Baseball Arbitration shall mean an arbitration where Sellers, Purchaser and McDonald's each propose a price adjustment for each NCP (based on whatever factors each believes are relevant) and the arbitral panel chooses one of the submissions without any hearing.

(d) "Baseball Arbitration" shall be conducted as set forth in this subparagraph (d).

(i) There shall be a panel of three (3) arbitrators; one each to be selected by each of Purchaser, Sellers and McDonald's, with each arbitrator to have professional experience in the marketing and valuation of retail real estate in the geographic area in which the subject NCPs are located.

(ii) The adjustment to the purchase price with respect to each NCP will be determined assuming an aggregate purchase price for all Owned Real Property of \$15,500,000.00 (net of selling and carry costs), to be offset by positive EBITDA less direct overhead allocated to acquired Owned Real Property.

(A) If the aggregate value of the fifteen (15) properties (including NCPs) equals or exceeds \$15,500,000.00 no adjustment will be made to the Purchase Price.

(B) If the aggregate value of the fifteen (15) properties (including NCPs) is less than \$15,500,000.00 an adjustment will be made to reduce the Purchase Price based on the determination of the arbitrators of the impairment of NCP property, but in no event will the adjustment to the Purchase Price increase the value of the fifteen (15) properties above \$15,500,000.00; provided, however, the reduction to the Purchase Price will not, in any event, exceed \$1,000,000.00 in aggregate, and shall be payable out of the Adjustment Escrow. Any payment remitted to Purchaser in satisfaction of any Purchase Price shall be free of liens, claims and encumbrances.

(e) McDonald's shall be a third party beneficiary of this Agreement solely to the extent of this Section 2.3, provided, however, that upon the payment in full of McDonald's allowed claim in the Chapter 11 Cases, whether on consent or otherwise, any rights of McDonald's under this Section 2.3 shall automatically terminate.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers jointly and severally represent and warrant to Purchaser as of the date of this Agreement and the Closing Date, as follows:

3.1 Due Incorporation: Valid Existence. Sellers are corporations incorporated under the laws of the state(s) of their respective incorporation and are validly existing as of the date hereof and as of the Closing.

3.2 Authority. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Bankruptcy Court.

3.3 No Conflict: Required Filings and Consents. Assuming the satisfaction of the conditions set forth in Article VII and compliance with the applicable requirements for consents, approvals, authorizations, permits or filings referred to in this Section 3.3, the execution and delivery, of this Agreement by Sellers does not, and the performance of this Agreement by Sellers will not, (a) violate any provisions of Sellers' respective certificates of incorporation, bylaws or other organizational documents, or (b) require any consent, approval, authorization or permit of, or filing with or notification to, any governmental authority, domestic or foreign, or of any other Person, except (i) approvals of the Bankruptcy Court, (ii) applicable requirements, if any, under the HSR Act, and (iii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications would not prevent or materially delay the consummation by Sellers of the transactions contemplated by this Agreement.

3.4 Title To and Condition of Properties. At and as of the Closing Date, Sellers will have good title to, and will have the right to sell, convey, transfer, assign and deliver to Purchaser the Acquired Assets. At and as of the Closing Date, the Bill of Sale, the Assignment and Assumption and Deed of Assignment (each as defined in Section 9.2 below) together with the deeds for the Owned Real Property and the Sale Order will be effective, when recorded, where required, to vest in Purchaser good title to the Acquired Assets. To Sellers' knowledge, at and as of the Closing Date, Sellers will have good title to, and will have the right to sell, convey, transfer, assign and deliver to Purchaser the Owned Intellectual Property.

3.5 Owned Real Property. Schedule 3.5 lists all Owned Real Property to be conveyed to Purchaser at Closing free and clear of all encumbrances other than (a) non-material matters set forth in title reports delivered by Sellers to Purchaser, (b) non-material liens for Taxes not yet due and payable, and (c) laws, ordinances and governmental regulations, and (d) other matters of record and imperfections of title, easements and encumbrances.

3.6 FunCenter Leases. Schedule 1.2 lists all Assumed FunCenter Leases. True, correct and complete copies of the Assumed FunCenter Leases in effect as of the date hereof have heretofore been delivered by Sellers to Purchaser. Except for Assumed FunCenter Leases that have expired pursuant to their terms, upon the Closing and subject to any condemnation or casualty and such limitations arising under the Chapter 11 Cases, (a) all



Assumed FunCenter Leases will be valid, binding leases therefor that are in full force and effect and enforceable by Sellers in accordance with their respective terms; (b) Sellers have the full right to occupy the real property leased under the Assumed FunCenter Leases; and (c) the Assumed FunCenter Leases have not been assumed or rejected (as such terms are used in Section 365 of the Bankruptcy Code).

3.7 Personal Property. As of the Closing, except for any Excluded Assets, Sellers own or have a valid leasehold interests in or have legal right to use all of the tangible personal property necessary to carry on the Business of Sellers consistent with past practice, free and clear of all encumbrances, other than encumbrances that, upon the Closing, will be released.

3.8 Brokers. Sellers have incurred no liability to any broker, finder or agent with respect to the payment of any commission regarding the consummation of the transactions contemplated hereby, except for certain fees and commissions payable to Ladenburg Thalmann in connection with the consummation of the transactions contemplated herein, the payment of which shall be the sole responsibility of Sellers. Sellers agree that if any claims for commissions, fees or other compensation, including, without limitation, brokerage fees, finder's fees, or commissions are ever asserted against Purchaser or the Sellers in connection with this transaction, all such claims shall be handled and paid by the party whose actions form the basis of such claim and such party shall indemnify, defend (with counsel reasonably satisfactory to the party(ies) entitled to indemnification), protect and save and hold the other harmless from and against any and all such claims or demands asserted by any person, firm or corporation in connection with the transaction contemplated hereby.

3.9 Intellectual Property Rights. The sole assets of Discovery Zone Licensing, Inc. consist of the patents, patent applications, licenses, service names, service marks, trade names, trademarks, trade name and trademark registrations (and applications therefor), copyrights and copyright registrations (and applications therefor), inventions and designs set forth in Schedule 3.9 and any of their derivatives as used on products related to the Business and goodwill, trade secrets, processes and know-how that relate in any manner to the Business (collectively, the "Owned Intellectual Property"). Prior to or at Closing, Sellers will deliver all Sellers' customer lists to Purchasers and such customer lists shall be deemed to be included in the Owned Intellectual Property. The Owned Intellectual Property is all intellectual property owned by Sellers and the Consenting Parties (excluding any rights to the use of the name "Block Party"). Sellers hold free and clear of all material encumbrances (other than encumbrances that, upon the Closing, will be released) and free from material contractual restrictions and any other material restrictions good title to, or valid and subsisting licenses in, all registrations and applications for registration, extensions or renewals of the Owned Intellectual Property used by Sellers in the conduct of the Business. Sellers are not in material default, and no event has occurred that with notice or lapse of time would constitute a material default under any of the agreements, licenses or sublicenses of Sellers relating to the Owned Intellectual Property.

3.10 Environmental Matters. To Sellers' knowledge:

(a) All Owned Real Property and all real property leased under the Assumed FunCenter Leases are in material compliance with all applicable Environmental Laws;

(b) Sellers have not received written notice of any pending or threatened claims, complaints, or other information with respect to any alleged material violation of any Environmental Laws with respect to the Acquired Assets;

(c) Sellers have been issued and are in compliance with all material permits, certificates, approvals, licenses and registrations required under Environmental Laws with respect to the Acquired Assets; and

(d) Sellers have disclosed all material environmental reports in its possession or control pertaining to Owned Real Property and real property leased under the FunCenter Leases.

3.11 Insurance. All policies of fire and casualty, property, liability, workers' compensation, extended coverage, business interruption, public and product liability, and other forms of insurance providing insurance to or for Sellers have been provided or made available to the Purchaser. All such policies of insurance are maintained for the benefit of Sellers and will be maintained by Sellers through the Closing Date.

3.12 Licenses and Permits: Compliance with Laws. Sellers have all material licenses, permits and authorizations necessary in order to operate and conduct the Business as presently conducted and as proposed to be conducted.

3.13 Exclusivity of Representations. (a) The representations and warranties made by Sellers in this Agreement are in lieu of and are exclusive of all other representations and warranties, including, without limitation, any implied warranties. Sellers hereby disclaim any such other or implied representations or warranties, notwithstanding the delivery or disclosure to Purchaser or its officers, directors, employees, agents, or representatives of any documentation or other information (including any financial projections or other supplemental data).

(b) Notwithstanding any other provision to the contrary, Sellers make no representation or warranty with respect to the Excluded Assets.

As used herein, the term "Sellers' knowledge" and similar terms shall mean and refer only to matters actually known to the President, Chief Financial Officer and General Counsel of Discovery Zone, Inc. holding such offices as of the execution date hereof, without any inquiry or investigation. None of the representations and warranties of Sellers contained in this Article III shall survive the Closing.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows:

4.1 Due Incorporation: Valid Existence. Purchaser is a corporation incorporated under the laws of the state of its incorporation, and is validly existing as of the date hereof and the date of Closing.

4.2 Authority. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized and do not and will not violate any provisions of the certificate of organization, partnership agreement, limited liability company agreement, by-laws, or similar instrument of Purchaser.

4.3 Consents. No notice to, filing with, authorization of, exemption by, or consent of any authority is required in order for Purchaser to consummate the transactions contemplated hereby.

4.4 Brokers. Purchaser has incurred no liability to any broker, finder or agent with respect to the payment of any commission regarding the consummation of the transactions contemplated hereby. Purchaser agrees that if any claims for commissions, fees or other compensation, including, without limitation, brokerage fees, finder's fees, or commissions are ever asserted against Purchaser or the Sellers in connection with this transaction, all such claims shall be handled and paid by the party whose actions form the basis of such claim and such party shall indemnify, defend (with counsel reasonably satisfactory to the party(ies) entitled to indemnification), protect and save and hold the other harmless from and against any and all such claims or demands asserted by any person, firm or corporation in connection with the transaction contemplated hereby.

4.5 "AS IS" Purchase. Purchaser hereby acknowledges and agrees that, except as otherwise expressly provided herein, (i) Sellers make no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Acquired Assets, and (ii) Purchaser shall accept the Acquired Assets "AS IS," "WHERE IS," and "WITH ALL FAULTS" as of the Closing Date. Without in any way limiting the foregoing, Sellers hereby disclaim any warranty (express or implied) of merchantability or fitness for any particular purpose as to any Acquired Asset.

None of the representations and warranties of Purchaser contained in this Article IV shall survive the Closing.

## ARTICLE V

### COVENANTS OF SELLERS

5.1 Consents and Approvals. Sellers shall use their reasonable efforts (i) to obtain all consents and approvals, as reasonably requested by Purchaser, to consummate the purchase and sale of the Acquired Assets and the assignment of the Assumed Obligations, together with any other necessary consents and approvals to consummate the transactions contemplated hereby, including, without limitation, obtaining the Sale Order, (ii) to make,

as reasonably requested by Purchaser, all filings, applications, statements and reports to all authorities that are required to be made prior to the Closing Date by or on behalf of Sellers or any of their affiliates pursuant to any applicable Regulation in connection with this Agreement and the transactions contemplated hereby, including, without limitation, all required filings under the HSR Act, and (iii) to obtain, as reasonably requested by Purchaser, all required consents and approvals (if any) to assign and transfer the Permits to Purchaser at Closing and, to the extent that one or more of the Permits are not transferable, to assist Purchaser in obtaining replacements therefor; provided that Sellers shall not be required to make any filing in connection with the transfer of a Permit or take any other action required by this sentence unless Purchaser advances any and all fees and other charges imposed by any applicable authority in connection with such filing, transfer or other requested action. In the event that certain Permits are not transferable or replacements therefor are not obtainable on or before the Closing, but such Permits are transferable or replacements therefor are obtainable after the Closing, Sellers shall continue to use such reasonable efforts in cooperation with Purchaser after the Closing as may be required to obtain all required consents and approvals to transfer, or obtain replacements for, such Permits after Closing and shall do all things reasonably necessary to give Purchaser the benefits that would be obtained under such Permits; provided, however, Sellers shall in no event be required to make any filing in connection with the transfer of a Permit or take any other action required by this sentence unless Purchaser advances any and all fees and other charges imposed by any applicable authority in connection with such filing, transfer or other requested action.

5.2 Insurance. Provided that any claim by Purchaser in no way prejudices or otherwise affects Sellers' right to look to such policies with respect to claims arising prior to the Closing Date, Purchaser, to the extent Sellers would have the right to do so, shall be entitled to make claims against Sellers' insurance policies and coverage that are occurrence policies from and after the Closing Date for all matters, injuries and claims arising prior to the Closing Date relating in any way to the Acquired Assets or Assumed Obligations in the same manner and subject to the same terms, conditions and limitations as Sellers prior to the Closing Date and provided that Sellers shall not incur any cost by virtue of such claims by Purchaser. Purchaser will have no obligations or liabilities under such insurance policies for premiums, additional premiums or similar payments after the Closing Date, either due to retroactive adjustments, audits, roll-backs or otherwise. Subject to the provisions of Section 2.2 and to the same proviso as is set forth at the beginning of this Section 5.2, and at no cost or expense to Sellers, Sellers will cooperate after the Closing Date with Purchaser and its insurance carriers and agents in connection with the foregoing and with Purchaser in establishing new insurance policies and coverage for Purchaser from and after the Closing Date. Without in any way limiting the foregoing, Purchaser shall be entitled to make claims against Sellers' insurance policies and coverage only to the extent permitted by the carriers of such insurance. Notwithstanding the foregoing, this Section 5.2 shall not entitle Purchaser to any portion of, or claim against, any self-insured retention of Sellers and Sellers shall have no duty or obligation to continue any self-insured retention after the Closing Date.

5.3 Sellers' Employees. Except as provided in Section 6.2, Purchaser has not agreed to hire any of Sellers' employees or independent contractors retained by Sellers.

5.4 Cure Amounts. On or before the Closing Date, Sellers shall (i) cure all defaults and arrearages under the Assumed FunCenter Leases, pursuant to § 365 of the Bankruptcy Code (hereinafter, individually a "Cure Amount," and collectively the "Cure Amounts"); and (ii) pay all real and personal property taxes, apportioned as of the Closing Date, that create or constitute a lien upon any Acquired Assets. All Cure Amounts and taxes required to be paid pursuant to this Section 5.4 shall be paid on or before the Closing Date out of the Third-Party Escrow Amount.

5.5 Operation of FunCenters. Sellers will make all reasonable efforts to continue to operate the FunCenters through the Closing Date in the Ordinary Course of Business.

## ARTICLE VI

### COVENANTS OF PURCHASER

6.1 Assumed Obligations. Subsequent to the Closing and except for the Cure Amounts, Purchaser agrees to assume and perform the Assumed FunCenter Leases and shall indemnify and hold Sellers harmless with respect to the Assumed FunCenter Leases.

6.2 Employees. Effective as of the Closing, Purchaser shall have no obligation to offer employment to any active employees of Sellers.

6.3 Payment of Transfer Costs. Purchaser shall pay, on the Closing Date, the title insurance premium for the owner's policy (including all the costs of endorsements thereto and expanded coverage thereunder), and all other charges of the title company customarily paid by the purchaser in transactions of the same or similar nature in the county in which the any Owned Real Property is located.

6.4 Removal of FFE. Purchaser covenants that any contractor hired to remove FFE and Tokens from any Other FunCenter will be fully bonded and that such contractor shall have sufficient casualty, liability and workers' compensation insurance with respect to its employees, subcontractors and the work to be performed by such contractor in connection with the removal of the FFE and Tokens at any Other FunCenter.

6.5 HSR Filing. Within five (5) business days after execution of this Agreement, Purchaser shall make any initial filing required to be made by Purchaser under the HSR Act in connection with the transactions contemplated hereunder and shall promptly respond to any additional requests for information received from any governmental authority in connection with or pursuant to the HSR Act.

## ARTICLE VII

### CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

The obligations of Purchaser under this Agreement are, at the option of Purchaser, subject to satisfaction of the following conditions precedent on or before the Closing Date.

7.1 Warranties True as of Both Present Date and Closing Date. Each of the representations and warranties of Sellers contained herein shall be true and correct in all material respects on and as of the date of this Agreement, and shall also be true and correct in all material respects (except for such changes as are contemplated by the terms of this Agreement) on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date.

7.2 Bankruptcy Condition. The Sale Order shall have been entered by the Bankruptcy Court and no stay with respect thereto shall be in effect as of the Closing Date.

7.3 Purchaser's Investigation. Purchaser acknowledges that prior to executing this Agreement Purchaser has conducted due diligence regarding the Business and the FunCenters. Immediately upon Sellers' execution and delivery of this Agreement, Sellers shall continue to provide Purchaser (or its designated representatives) full and complete access to Sellers' employees, books and records, corporate offices and other facilities for the purpose of conducting such additional investigation as Purchaser deems appropriate or necessary respecting the Business at the FunCenters, in its discretion, in order to facilitate Purchaser's efforts to consummate the transaction provided for herein. Sellers shall hereby covenant and agree to cooperate with Purchaser in this regard.

7.4 HSR Act. Any waiting period (and any extension thereof) applicable to the consummation of the purchase of the Acquired Assets under the HSR Act shall have expired or been terminated.

7.5 Bankruptcy Court Approval. Entry of the Sale Order, *inter alia*, approving the sale of the Acquired Assets to Purchaser, pursuant to the terms of this Agreement. The Sale Order shall be in substantially the form attached hereto as Exhibit "B".

7.6 Lease Assumption and Assignment. The Sale Order shall approve and authorize the assumption and assignment of the Assumed FunCenter Leases set forth in Schedule 1.2.

7.7 Sale Order Deadline. The Sale Order shall be entered by June 29, 1999.

Order; provided, however, that the parties shall extend the Closing Date for a reasonable amount of time not to exceed one hundred twenty (120) days after entry of the Sale Order, to obtain HSR Act approval; or

(b) the condition set forth in Section 7.1, but only to the extent that such condition relates to Sections 3.4, 3.5(a) through (c), 3.6, 3.9, and 3.10, is not satisfied on or prior to the expiration of the thirty-day period after entry of the Sale Order; provided, however, that the parties shall extend the Closing Date for a reasonable amount of time not to exceed one hundred twenty (120) days after entry of the Sale Order to allow Sellers to cure any material breach of the representations and warranties set forth in Sections 3.4, 3.5(a) through (c), 3.6, 3.9, and 3.10; or

(c) the Chapter 11 Cases are converted to cases under Chapter 7 of the Bankruptcy Code or a trustee is appointed under the Chapter 11 Cases and, in either event, the trustee appointed for such purposes does not agree and consent to a closing hereunder and the Bankruptcy Court does not otherwise order the trustee to close upon the transactions contemplated hereunder within one hundred twenty (120) days after entry of the Sale Order.

In the event of a termination in accordance with this Section 9.4, and provided that each of Sellers and Purchaser have used their best efforts to effectuate a closing of the transactions contemplated hereunder, except as provided in Section 1.5(c), neither Sellers nor Purchaser shall suffer any liability or obligation to the other.

## ARTICLE X

### MISCELLANEOUS

10.1 Expenses. Each party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby. Notwithstanding the foregoing, in the event of any action or proceeding to interpret or enforce this Agreement, the prevailing party in such action or proceeding (i.e., the party who, in light of the issues contested or determined in the action or proceeding, was more successful) shall be entitled to have and recover from the non-prevailing party such costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may incur in the pursuit or defense thereof.

10.2 Amendment. This Agreement may be amended, modified or supplemented but only in writing signed by all of the parties hereto.

10.3 Notices. Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of transmission if sent by telex, telecopy or other wire transmission (with answer back confirmation of such transmission), (c) upon delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (d) upon delivery, or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, postage prepaid:

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If to Sellers, addressed as follows:

Discovery Zone, Inc.  
6600 NW 16th Street  
Plantation, Florida 33313  
Attn: Mr. Leighton J. Weiss  
Telephone: (914) 345-4500  
Facsimile: (914) 345-4527

with copies to:

Young Conaway Stargatt & Taylor, LLP  
11th Floor, Rodney Square North  
P.O. Box 391  
Wilmington, Delaware 19899-0391  
Attn: Laura Davis Jones, Esq.  
Telephone: (302) 571-6634  
Facsimile: (302) 571-1253

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Foothill Capital Corporation  
60 State St., Suite 1150  
Boston, MA 02109  
Attn: Mr. Scott Ryan  
Telephone: (617) 624-4421  
Facsimile: (617) 722-9493

Otterbourg, Steindler, Houston & Rosen, P.C.  
230 Park Avenue  
New York, NY 10169  
Attn: Andrew M. Kramer, Esq.  
Telephone: (212) 661-9100  
Facsimile: (212) 682-6104

If to Purchaser, addressed as follows:

CEC Entertainment, Inc.  
4441 West Airport Freeway  
Irving, TX 75062  
Attn: Legal Department  
Telephone: (972) 258-5461  
Facsimile: (972) 258-5527

with a copy to:

Winstead Sechrest & Minick, P.C.  
5400 Renaissance Tower  
1201 Elm Street  
Dallas, Texas 75270-2199  
Attn: David W. Elmquist, Esq.  
Telephone: (214) 745-5384  
Facsimile: (214) 745-5390

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

10.4 Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

10.5 Counterparts and Execution. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which

together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

10.6 Headings. The headings preceding the text of Articles and Sections of this Agreement and the Schedules thereto are for convenience only and shall not be deemed part of this Agreement.

10.7 APPLICABLE LAW AND JURISDICTION. THIS AGREEMENT (AND ALL DOCUMENTS, INSTRUMENTS, AND AGREEMENTS EXECUTED AND DELIVERED PURSUANT TO THE TERMS AND PROVISIONS HEREOF (COLLECTIVELY, "ANCILLARY DOCUMENTS")) SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH JURISDICTION. PURCHASER AND SELLERS FURTHER AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (a) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT; AND/OR (b) THE ACQUIRED ASSETS AND/OR ASSUMED FUNDCENTER LEASES AND PURCHASER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

10.8 Binding Nature: Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the parties hereto without prior written consent of the other parties; except, that (i) Purchaser may assign any of its rights hereunder to any affiliate or wholly-owned subsidiary, (ii) Purchaser may grant a security interest in its rights and interests hereunder to its lenders, and (iii) as otherwise provided in this Agreement. Nothing contained herein, express or implied, is intended to confer on any Person other than the parties hereto or their successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10.9 No Third Party Beneficiaries. Except as provided in Section 2.3 hereof as to McDonald's, this Agreement is solely for the benefit of the parties hereto and their respective affiliates and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

10.10 Tax Matters. Purchaser shall be responsible for the timely payment of all sales, use, transfer (including, without limitation, documentary transfer, stamp and like taxes) and similar taxes payable in connection with the consummation of the transactions contemplated by this Agreement.

10.11 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any federal, state,

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local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

10.12 Entire Understanding. This Agreement, the Exhibits and Schedules hereto, and the Ancillary Documents contemplated hereunder set forth the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby and the Agreement, the Exhibits and Schedules hereto and the Ancillary Documents contemplated hereunder supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and is not intended to confer upon any other person any rights or remedies hereunder. There have been no representations or statements, oral or written, that have been relied on by any party hereto, except those expressly set forth in this Agreement, the Exhibits and Disclosure Schedules hereto, and the Ancillary Documents contemplated hereunder.

*{Signature Page Follows}*

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.

PURCHASER:

CEC ENTERTAINMENT, INC.

By: Michael H. Mousiek  
Name: MICHAEL H. MOUSIEK  
Title: PRESIDENT

SELLERS:

DISCOVERY ZONE, INC.

By: \_\_\_\_\_  
Name: Jeffrey Sasson  
Title: Chief Operating Officer

DISCOVERY ZONE LICENSING, INC.

By: \_\_\_\_\_  
Name: Leighton Weiss  
Title: Vice President - Licensing

The undersigned corporations hereby acknowledge and consent to the transactions contemplated in the foregoing Agreement and have caused this Agreement to be executed as of the date and year first above-written.

CONSENTING PARTIES

DZ PARTY, INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.

PURCHASER:

CEC ENTERTAINMENT, INC.

By: \_\_\_\_\_  
Name:  
Title:

SELLERS:

DISCOVERY ZONE, INC.

By: Jeffrey Sasson  
Name: Jeffrey Sasson  
Title: Chief Operating Officer

DISCOVERY ZONE LICENSING, INC.

By: Andrew M Smith  
Name: ~~Leigha Weiss~~ Andrew M Smith  
Title: ~~Vice President Licensing~~ Secretary

The undersigned corporations hereby acknowledge and consent to the transactions contemplated in the foregoing Agreement and have caused this Agreement to be executed as of the date and year first above-written.

CONSENTING PARTIES

DZ PARTY, INC.

By: Andrew M Smith  
Name: Andrew M Smith  
Title: Secretary

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06 44 23 25:43 FAX

FFCA-YOUNG CCNARY

302-571-1395

T-355 P.03/03

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DISCOVERY ZONE  
(PUERTO RICO), INC.

By: Andrew Smith  
Name: Andrew M Smith  
Title: secretary

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Exhibit "A"

Form of Sale Order

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## Schedule 1.2 Assumed FunCenter Leases

1. #504 - 124 E. FM 1960 Bypass, Humble, TX
2. #563 - 2541-43 El Camino Real, Redwood City, CA
3. #566 - 930 N. San Fernando, Burbank, CA
4. #780 - 7601 W. Ridgewood Road, Cleveland, OH
5. #745 - 2030 S. Hurstbourne Parkway, Louisville, KY
6. #319 - 7730 Streamwalk Lane, Manassas, VA
7. #406 - 620 Hanes Mall Boulevard, Winston-Salem, NC

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Schedule 1.3(g)  
Regional Headquarters

1. 565 Taxter Road, Elmsford, NY
2. 6600 NW 16<sup>th</sup> Street, Plantation, FL
3. 6226 S. Cass Avenue, Westmont, IL

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## Schedule 1.5 Operating FunCenters

- 1 #201 Baltimore, MD
- 2 #215 Rockaway, NJ
- 3 #217 East Brunswick, NJ
- 4 #219 New Hartford, NY
- 5 #222 Catonsville, MD
- 6 #223 Rochester, NY
- 7 #225 Whitehall, PA
- 8 #226 Poughkeepsie, NY
- 9 #228 Cherry Hill, NJ
- 10 #229 Dewitt, NY
- 11 #233 Hanover, MA
- 12 #242 Frederick, MD
- 13 #245 Bronx, NY
- 14 #246 Middle Village, NY
- 15 #249 Brooklyn, NY
- 16 #260 Paramus, NJ
- 17 #263 Fairless Hills, PA
- 18 #264 Elmira, NY
- 19 #266 Middletown, NY
- 20 #267 Wilmington, DE
- 21 #270 E. Greenwich, RI
- 22 #273 York, PA
- 23 #303 Westmont, IL
- 24 #304 Greenfield, WI
- 25 #306 Cincinnati, OH
- 26 #307 Indianapolis, In
- 27 #308 Overland Park, KS

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- 28 #309 Orland Park, IL
- 29 #311 Stone Mtn., GA
- 30 #315 Independence, MO
- 31 #317 West Mifflin, PA
- 32 #319 Manassas, VA
- 33 #320 Mesquite, TX
- 34 #321 Manchester, MO
- 35 #324 Exton, PA
- 36 #326 Amherst, NY
- 37 #334 Kennesaw, GA
- 38 #335 Schaumburg, IL
- 39 #338 Littleton, CO
- 40 #339 Columbus, OH
- 41 #340 Coon Rapids, MN
- 42 #342 Royal Palm Beach, FL
- 43 #343 Forest Park, OH
- 44 #344 Leon Valley, TX
- 45 #347 Arlington, TX
- 46 #348 San Antonio, TX
- 47 #349 Sterling Heights, MI
- 48 #353 Aurora, CO
- 49 #358 Roswell, GA
- 50 #362 Rancho Cucamonga, CA
- 51 #405 Knoxville, TN
- 52 #406 Winston-Salem, NC
- 53 #407 Falls Church, VA
- 54 #408 Newport News, VA
- 55 #409 Greenville, SC
- 56 #410 Huntsville, AL

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- 57 #413 Mobile, AL
- 58 #415 Memphis, TN
- 59 #416 Annapolis, MD
- 60 #428 West Hills, CA
- 61 #430 Richmond, VA
- 62 #431 Flint, MI
- 63 #433 Pensacola, FL
- 64 #442 Tallahassee, FL
- 65 #451 Marietta, GA
- 66 #452 Portage, MI
- 67 #455 W. Bloomfield, MI
- 68 #458 Lafayette, LA
- 69 #461 Corona, CA
- 70 #463 Fayetteville, NC
- 71 #474 Chula Vista, CA
- 72 #477 Roanoke, VA
- 73 #478 Fairfax, VA
- 74 #501 Houston, TX
- 75 #502 Houston, TX
- 76 #504 Humble, TX
- 77 #506 Plano, TX
- 78 #511 Ft. Worth, TX
- 79 #512 Dallas, TX
- 80 #514 Stockton, CA
- 81 #516 Oklahoma City, OK
- 82 #517 Tulsa, OK
- 83 #518 Colorado Springs, CO
- 84 #521 Sacramento, CA
- 85 #522 Tucson, AR

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- 86 #526 Citrus Hts., CA
- 87 #527 Modesto, CA
- 88 #532 Albuquerque, NM
- 89 #541 Lubbock, TX
- 90 #542 Oklahoma City, OK
- 91 #546 Austin, TX
- 92 #547 Waipahu, HI
- 93 #549 Taylorsville, UT
- 94 #553 Beaumont, TX
- 95 #554 Wichita, KS
- 96 #556 Westminster, CO
- 97 #561 Milpitas, CA
- 98 #563 Redwood City, CA
- 99 #565 Springfield, OR
- 100 #566 Burbank, CA
- 101 #571 Vancouver, WA
- 102 #720 Merrillville, IN
- 103 #725 Akron, OH
- 104 #732 Canton, OH
- 105 #733 Winter Park, FL
- 106 #734 Jacksonville, FL
- 107 #736 Speedway, IN
- 108 #738 Louisville, KY
- 109 #740 Hallandale, FL
- 110 #745 Louisville, KY
- 111 #746 Ft. Wayne, IN
- 112 #750 Miami, FL
- 113 #753 St. Louis, MO
- 114 #755 Pembroke Pines, FL

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- 115 #761 Columbus, OH
- 116 #763 Madison, WI
- 117 #769 Springfield, MO
- 118 #771 Toledo, OH
- 119 #779 Des Moines, IA
- 120 #780 Parma, OH
- 121 #785 Kokomo, IN
- 122 #787 Peoria, IL
- 123 #788 Monroeville, PA
- 124 #792 Ft. Myers, FL
- 125 #796 Greenwood, IN
- 126 #797 Birmingham, AL
- 127 #802 Morrow, GA
- 128 #804 Marrero, LA
  
- 129 #901 Hatillo, Puerto Rico
- 130 #905 San Juan, Puerto Rico

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## Schedule 3.5 Owned Real Property

1. #307 - 3720 E. 82nd Street, Indianapolis, IN
2. #335 - 2570 West Schaumburg Road, Schaumburg, IL
3. #338 - 7510 Parkway Drive, Littleton, CO
4. #339 - 5705 Chantry Drive, Columbus, OH
5. #340 - 8601 Springbrook Drive, NE, Coon Rapids, MN
6. #343 - 1140 Smiley Road, Forest Park, OH
7. #344 - 5751 NW Loop 410, Leon Valley, TX
8. #347 - 1118 West Arbrook, Arlington, TX
9. #348 - 13722 Embassy Row, San Antonio, TX
10. #349 - 13745 Lakeside Circle, Sterling Heights, MI
11. #353 - 14281 E. Exposition Avenue, Aurora, CO
12. #512 - 15240 Dallas Parkway, Dallas, TX
13. #334 - 824 Earnest W. Barrett Parkway, Kennesaw, GA
14. Vacant land located in Vancouver, WA
15. Vacant land located in Franklin Mills, PA

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Schedule 3.9  
Owned Intellectual Property

ATTACHED

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## PATENTS

## ISSUED UTILITY PATENTS

<u>Type</u>	<u>Inventor</u>	<u>Number</u>	<u>Issue Date</u>
US	Lang	5,021,878	June 4, 1991
US	Lang	5,142,803	September 1, 1992
US	Gleeson, et al.	5,167,595	December 1, 1992
US	Lang	5,182,557	January 26, 1993
US	Lang	5,198,893	March 30, 1993
US	Petersheim	5,205,748	April 27, 1993
US	Lang	5,289,273	February 22, 1994
US	Guterman, et al.	5,353,822	October 11, 1994
US	Gleeson, et al.	5,372,550	December 13, 1994
US	Petersheim, et al.	5,405,304	April 11, 1995
US	Gleeson, et al.	5,425,677	June 20, 1995
US	Guterman, et al.	5,482,565	January 9, 1996
US	Weimer, et al.	5,499,571	March 19, 1996

## UTILITY PATENT APPLICATIONS

<u>Type</u>	<u>Inventor</u>	<u>Number</u>	<u>Filing Date</u>
US	Huffman, et al.	08/348,363	November 30, 1994
PCT	Weimer, et al.	WO95/19854	January 20, 1995
US	Guterman, et al.	07/827,773	January 29, 1992
US	Petersheim, et al.	07/845,119	March 3, 1992
US	Gleeson, et al.	07/845,130	March 3, 1992
US	Gleeson, et al.	07/845,301	March 3, 1992
US	Petersheim	07/845,414	March 3, 1992
US	Gleeson, et al.	07/097,494	July 23, 1993
US	Weimer, et al.	08/184,513	January 21, 1994
US	Petersheim, et al.	08/191,431	February 3, 1994
US	Guterman, et al.	08/316,700	September 30, 1994
US	Weimer, et al.	08/472,086	June 7, 1995
US	Weimer, et al.	08/475,314	June 7, 1995
US	Weimer, et al.	08/475,317	June 7, 1995
US	Lang	07/410,114	September 20, 1989
US	Lang	07/595,381	October 10, 1990
US	Lang	07/613,381	November 13, 1990
US	Lang	07/805,113	December 10, 1991
US	Lang	07/972,258	November 5, 1992
US	Huffmann, et al.	08/791,873	January 31, 1997
US	Huffmann, et al.	08/348,363	November 30, 1994
US	Weimer, et al.	08/472,086	June 7, 1995
US	Weimer, et al.	08/475,314	June 7, 1995

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US	Weimer, et al.	08/475,317	June 7, 1995
US	Weimer, et al.	08/184,513	January 21, 1994
US	Guterman, et al.	08/316,700	September 30, 1994

## ISSUED DESIGN PATENTS

<u>Type</u>	<u>Inventor</u>	<u>Number</u>	<u>Issue Date</u>
US	Matsch	07/518,837	March 31, 1992
US	Matsch	07/518,841	April 21, 1992
US	Matsch	07/522,964	July 21, 1992
US	Matsch	07/518,821	August 25, 1992
US	Matsch	07/518,839	August 25, 1992
US	Matsch	07/518,840	August 25, 1992
US	Matsch	07/532,978	November 3, 1992
US	Matsch	07/533,063	November 3, 1992
US	Matsch	07/532,977	November 3, 1992
US	Gleeson	07/828,590	September 14, 1993
US	Petersheim	07/831,040	October 5, 1993
US	Warren, et al.	07/828,594	October 5, 1993
US	Gleeson	07/828,589	October 5, 1993
US	Ingold, et al.	07/830,270	October 5, 1993
US	Warren	07/830,269	October 5, 1993
US	Gleeson, et al.	07/828,595	October 12, 1993
US	Warren, et al.	07/830,268	October 19, 1993
US	Petersheim	07/830,272	November 23, 1993
US	Petersheim, et al.	07/828,587	December 7, 1993
US	Petersheim	07/834,507	January 25, 1994
US	Petersheim	07/834,506	February 15, 1994
US	Warren	07/828,588	August 23, 1994
US	Strawcutter, et al.	29/010,728	May 9, 1995
US	Weimer, et al.	29/010,196	July 25, 1995
US	Matsch	07/933,529	ABANDONED
US	Petersheim, et al.	08/191,431	ABANDONED
US	Petersheim, et al.	29/011,036	ABANDONED
US	Matsch	07/696,068	ABANDONED

## DESIGN PATENT APPLICATIONS

<u>Type</u>	<u>Inventor</u>	<u>Number</u>	<u>Filing Date</u>
US	Petersheim, et al.	07/828,587	January 30, 1992
US	Warren	07/828,588	January 30, 1992
US	Gleeson	07/828,589	January 30, 1992
US	Gleeson	07/828,590	January 30, 1992
US	Warren, et al.	07/828,594	January 30, 1992
US	Gleeson et al.	07/828,595	January 30, 1992
US	Warren, et al.	07/830,268	February 4, 1992

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US	Warren	07/830,269	February 4, 1992
US	Ingold, et al.	07/830,270	February 4, 1992
US	Petersheim	07/830,272	February 4, 1992
US	Petersheim	07/831,040	February 4, 1992
US	Petersheim	07/834,506	February 15, 1994
US	Petersheim	07/834,507	January 25, 1994
US	Weimer, et al.	29/010,196	June 29, 1993
US	Strawcutter, et al.	29/010,728	July 15, 1993
US	Petersheim, et al.	29/011,036	July 23, 1993
US	Matsch	07/518,821	May 4, 1990
US	Matsch	07/518,839	May 4, 1990
US	Matsch	07/518,841	May 4, 1990
US	Matsch	07/522,964	May 15, 1990
US	Matsch	07/533,063	June 4, 1990
US	Matsch	07/532,977	June 4, 1990
US	Matsch	07/532,978	
US	Matsch	07/533,068	May 10, 1990
US	Matsch	07/932,529	August 24, 1992
US	Matsch	07/519,837	May 4, 1990

Property of Cook County Clerk's Office

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## REMARKS

## TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Mark</u>	<u>Number</u>	<u>Class</u>
Australia	DISCOVERY ZONE	553185	41
Australia	Discovery Zone Logo	553186	41
Bahrain	DISCOVERY ZONE	1043	41
Benelux	DISCOVERY ZONE	496168	41
Benelux	Discovery Zone Logo	496167	41
Brazil	DISCOVERY ZONE	816689598	41
Canada	DISCOVERY ZONE	404011	41
Canada	Discovery Zone Logo	404010	41
Egypt	DISCOVERY ZONE	82901	41
France	DISCOVERY ZONE	1656501	41
France	Discovery Zone Logo	1656500	41
Germany	DISCOVERY ZONE	2073100	41
Germany	Discovery Zone Logo	2073101	41
Hong Kong	DISCOVERY ZONE	PC/128/1995	41
Hong Kong	Discovery Zone Logo	PC/1129/1995	41
Hong Kong	DISCOVERY ZONE	00259/1993	25
Hong Kong	Discovery Zone Logo	B2683/1994	25
Israel	DISCOVERY ZONE	T/83162	41
Italy	DISCOVERY ZONE	619190	41
Italy	Discovery Zone Logo	619191	41
Japan	DISCOVERY ZONE	2683485	17
Korea (South)	Discovery Zone Logo	17512	112
Korea (South)	DISCOVERY ZONE	17513	112
Mexico	DISCOVERY ZONE	424255	41
Mexico	DISCOVERY ZONE	422050	41
Puerto Rico	DISCOVERY ZONE	345	41
Saudi Arabia	DISCOVERY ZONE	274/96	41
Saudi Arabia	Discovery Zone Logo	382/19	41
Spain	DISCOVERY ZONE	1 630 864/6	41
Spain	Discovery Zone Logo	1 630 865/4	41
Switzerland	DISCOVERY ZONE	431944	41
Taiwan	DISCOVERY ZONE	81928	41
Taiwan	Discovery Zone Logo	81934	41
United Kingdom	DISCOVERY ZONE	1461058	41
United Kingdom	Discovery Zone Logo	1461054	41
United States	Discovery Zone Logo	1,619,865	16
United States	DISCOVERY ZONE	1,619,867	16
United States	Discovery Zone Logo	1,620,069	25
United States	DISCOVERY ZONE	1,620,087	25
United States	Discovery Zone Logo	1,620,486	41
United States	DISCOVERY ZONE	1,620,487	41

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United States	Discovery Zone Logo	1,639,186	28
United States	DISCOVERY ZONE	1,639,187	28
United States	FUNBELIEVABLE FITNESS	1,708,767	41
United States	FUNBELIEVABLE	1,808,035	41
United States	Robot Design	1,816,211	41
United States	Z-BOP	1,827,776	41
United States	WHERE KIDZ WANNA BE!	1,835,777	41
United States	DZ	1,847,478	41
United States	DZ	1,850,362	25
United States	WEEBODIES	1,871,651	41
United States	DZ DINER	1,871,739	42
United States	PHONE THE ZONE	1,949,543	41
United States	KIDZ WATCH	1,953,607	41
United States	CHICKEN DINOBITES	1,958,271	29
United States	DISCOVERY ZONE ...	1,976,126	41
United States	STARTER ZONE	1,991,068	41
United States	SKILL ZONE	1,991,069	41
United States	TAKE ME HOME ZONE	1,992,959	41
United States	MINI ZONE	1,992,960	41
United States	FUNSITTERS	2,000,077	42
United States	ZONE BRAIN	2,011,598	41
United States	IMAGINATION	2,012,590	41
United States	MEGA ZONE	2,020,317	41
United States	THE FREEDOM YOU ...	2,025,727	42

## APPLICATIONS FOR TRADEMARK REGISTRATION

<u>Country</u>	<u>Mark</u>	<u>Number</u>	<u>Class</u>
China	DISCOVERY ZONE	950301	41
Indonesia	DISCOVERY ZONE	21135	41
Japan	Discovery Zone Logo	133794/1995	17
Korea (South)	DISCOVERY ZONE	4850/95	112
Qatar	DISCOVERY ZONE	9649	41
Ras-al-Khaimah	DISCOVERY ZONE	8614	41
Switzerland	Discovery Zone Logo	9515/95	41
United Arab Emirates	DISCOVERY ZONE	9634	41
United Arab Emirates	Discovery Zone Logo	18716	41
United States	DISCOVERY ZONE	74/711695	14
United States	Discovery Zone Logo	74/712805	14
United States	DISCOVERY ZONE	74/720947	16
United States	NITE ZONE	75/044823	14
United States	NITE ZONE	75/045154	25
United States	NITE ZONE	75/045155	41
United States	NITE ZONE	75/045156	16
United States	DZ	75/410719	28
United States	DISCOVERY ZONE UNIVERSITY	75/408731	41

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United States	DZ JR.	75/410718	25
United States	DZ JR.	75/410717	28
United States	DZ JR.	75/414479	41
United States	DZ UNIVERSITY AND U DESIGN	75/408732	41
United States	DZU	75/408785	41

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## COPYRIGHTS

## COPYRIGHT REGISTRATIONS

<u>Country</u>	<u>Title</u>	<u>Number</u>	<u>Date</u>
US	We Make Happy...	TX3277072	March 9, 1992
US	Horzone	TX3334160	March 14, 1992
US	Hiring/Recruiting Manual	TX3306504	April 29, 1992
US	1491 Kids	PA564669	March 9, 1992
US	Discover an Investment ...	TX3285922	March 9, 1992
US	Let Your Kids Bounce ...	TX3299596	March 9, 1992
US	At Discovery Zone, Every ...	TX3299592	March 9, 1992
US	The Place For Kids ...	TX3299598	March 9, 1992
US	Let Your Kids ...	TX3299593	March 9, 1992
US	Bring Your Kids ...	TX3299594	March 9, 1992
US	Discovery Zone	TX3299599	March 9, 1992
US	Fitness Fun ...	TX3299597	March 9, 1992
US	Tell Your Kids ...	TX3299595	March 9, 1992
US	Welcome to Discovery ...	TX 276556	March 9, 1992
US	The Perfect Destination ...	TX3277110	March 9, 1992
US	Discovery How Fit ...	TX3299595	March 9, 1992
US	Discovery Zone ...	TX3153744	July 11, 1991

## APPLICATIONS FOR COPYRIGHT REGISTRATION

<u>Country</u>	<u>Title</u>
US	Z-Bop - robot character
US	Employee Handbook

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Discovery Zone, L.P. Trademark Priority

Completed

Country	Mark	Registration No. (R) Serial No. (S)	Class
Australia	DISCOVERY ZONE	(R) 553181	41
Australia	Discovery Zone Logo	(R) 553185	41
Bahrain	DISCOVERY ZONE	(R) 1043	41
Benelux	DISCOVERY ZONE	(R) 495163	41
Benelux	Discovery Zone Logo	(R) 495167	41
Brazil	DISCOVERY ZONE	(R) 816579503	41
Canada	DISCOVERY ZONE	(R) 404011	41
Canada	Discovery Zone Logo	(R) 404010	41
China	DISCOVERY ZONE	(S) 55031156-947788	41
Egypt	DISCOVERY ZONE	(R) 82501	41
France	DISCOVERY ZONE	(R) 1656501	41
France	Discovery Zone Logo	(R) 1656500	41
Germany	DISCOVERY ZONE	(R) 2072100	41
Germany	Discovery Zone Logo	(R) 2072101	41
Hong Kong	DISCOVERY ZONE	(R) 801128/1995	41
Hong Kong	Discovery Zone Logo	(R) 801129/1995	41
Hong Kong	DISCOVERY ZONE	(R) 00259/1993	25
Hong Kong	Discovery Zone Logo	(R) 82686/1995	25
Indonesia	DISCOVERY ZONE	(S) 21135	41
Israel	DISCOVERY ZONE	(R) T781162	41
Italy	DISCOVERY ZONE	(R) 611190	41
Italy	Discovery Zone Logo	(R) 611191	41
Japan	DISCOVERY ZONE	(R) 2613485	17
Japan	Discovery Zone Logo	(S) 131794/1995	17
Korea (South)	Discovery Zone Logo	(R) 17512	112
Korea (South)	DISCOVERY ZONE	(R) 17513	112

\* still held by DZ, L.P.

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Country	Mark	Registration No. (RX Serial No. (S))	Class
* Korea (South)	DISCOVERY ZONE	(S) 485895 (R) 3644	41
Mexico	DISCOVERY ZONE	(R) 424255	41
Mexico	Discovery Zone Logo	(R) 422050	41
Puerto Rico	DISCOVERY ZONE	(R) 345	41
* Qatar	DISCOVERY ZONE	(S) 9649	41
Ras-el-Khaimah	DISCOVERY ZONE	(S) 8614 no longer exists	41
✓ Saudi Arabia	DISCOVERY ZONE	(R) 27436	41
✓ Saudi Arabia	Discovery Zone Logo	(R) 38219	41
* Spain	DISCOVERY ZONE	(R) 1 630 864/6	41
* Spain	Discovery Zone Logo	(R) 1 630 865/4	41
* Switzerland	DISCOVERY ZONE	1431944	41
* Switzerland	Discovery Zone Logo	(S) 51585 (R) 435619	41
Taiwan	DISCOVERY ZONE	(R) 81928	41
Taiwan	Discovery Zone Logo	(R) 81931	41
* ** United Arab Emirates	DISCOVERY ZONE	(S) 9634 cancelled	41
* ** United Arab Emirates	Discovery Zone Logo	(S) 18716	41
* United Kingdom	DISCOVERY ZONE	(R) 1461058	41
* United Kingdom	Discovery Zone Logo	(R) 1461054	41
United States	Discovery Zone Logo	(R) 1,619,865	16
United States	DISCOVERY ZONE	(R) 1,619,867	16
United States	Discovery Zone Logo	(R) 1,620,069	25
United States	DISCOVERY ZONE	(R) 1,620,087	25
United States	Discovery Zone Logo	(R) 1,620,486	41
United States	DISCOVERY ZONE	(R) 1,620,487	41
United States	Discovery Zone Logo	(R) 1,639,186	28
United States	DISCOVERY ZONE	(R) 1,639,187	28

Zone (Facts of life) Infringement 2001

Protection in UAE

Discovery Zone copy present 301 P.

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Country	Mark	Registration No. (R) Serial No. (S)	Class
United States	FUNBELIEVABLE FITNESS FOR KIDS	(R) 1,708,767 <i>abandoned</i>	41
United States	FUNBELIEVABLE	(R) 1,808,035	41 ✓
United States	Robot Design	(R) 1,816,211	41 ✓
United States	Z-BOP	(R) 1,827,776	41 ✓
United States	WHERE KIDZ WANNA BE!	(R) 1,835,777	41 ✓
United States	DZ	(R) 1,847,478	41 ✓
United States	DZ	(R) 1,850,362	25 ✓
United States	WEEBODIES	(R) 1,871,651	41 ✓
United States	DZ DINER	(R) 1,871,739	42 ✓
United States	PHONE THE ZONE	(R) 1,949,543	41 ✓
United States	KIDZ WATER	(R) 1,953,607	41 ✓
United States	CHICKEN DINOBITES	(R) 1,958,271	29 ✓
United States	DISCOVERY ZONE and Tube Design	(R) 1,976,126	41 ✓
United States	STARTER ZONE	(R) 1,991,068	41 ✓
United States	SKILL ZONE	(R) 1,991,069	41 ✓
United States	TAKE ME HOME ZONE	(R) 1,992,959	41 ✓
United States	MINI ZONE	(R) 1,992,960	41 ✓
United States	FUNSTITTERS	(R) 2,000,077	42 ✓
United States	ZONE BRAIN	(R) 2,011,598	41 ✓
United States	IMAGINATION	(R) 2,012,990	41 ✓
United States	MEGA ZONE	(R) 2,020,317	41 ✓
United States	THE FREEDOM YOU WANT, THE FUN THEY LOVE!	(R) 2,025,727	42 ✓
United States	DISCOVERY ZONE	(R) 74711,695	14 ✓

Country	Mark	Registration No. (PV Serial No. (S))	Class
United States	Discovery Zone Logo	(S) 74712,805	14
United States	DISCOVERY ZONE	(S) 74720,947	16
United States	SHIPWRECKED	(S) 75001,065 abandoned	41
United States	TEKNO ZONE	(S) 75027,216 abandoned	25
United States	TEKNO ZONE	(S) 75027,762 abandoned	41
United States	TEKNO ZONE	(S) 75031,321 abandoned	28
United States	NITE ZONE	(S) 75044,823 abandoned	14
United States	NITE ZONE	(S) 75045,154	25
United States	NITE ZONE	(S) 75045,155 abandoned	41
United States	NITE ZONE	(S) 75045,156 abandoned	46
United States	OZ	(S) 75057,142 refiled	28

- AS 75410,719
- application and/or registration in the name of "Discovery Zone, Inc."
  - assignment from "Discovery Zone, Inc." to "Discovery Zone L.F." mailed to associate on March 1, 1996 - no confirmation of recordal to date

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TRADEMARKS

TRADEMARK REGISTRATIONS

Country	Mark	Number	Class
Australia	DISCOVERY ZONE	553185	41
Australia	Discovery Zone Logo	553186	41
Bahrain	DISCOVERY ZONE	1043	41
Benelux	DISCOVERY ZONE	498168	41
Benelux	Discovery Zone Logo	498167	41
Brazil	DISCOVERY ZONE	816689598	41
Canada	DISCOVERY ZONE	404011	41
Canada	Discovery Zone Logo	404010	41
Egypt	DISCOVERY ZONE	82901	41
France	DISCOVERY ZONE	1656501	41
France	Discovery Zone Logo	1656500	41
Germany	DISCOVERY ZONE	2073100	41
Germany	Discovery Zone Logo	2073101	41
Hong Kong	DISCOVERY ZONE	801128/1995	41
Hong Kong	Discovery Zone Logo	801129/1995	41
Hong Kong	DISCOVERY ZONE	00259/1993	25
Hong Kong	Discovery Zone Logo	92696/1994	25
Israel	DISCOVERY ZONE	T/05162	41
Italy	DISCOVERY ZONE	619150	41
Italy	Discovery Zone Logo	619191	41
Japan	DISCOVERY ZONE	2683485	17
Korea (South)	Discovery Zone Logo	17512	12
Korea (South)	DISCOVERY ZONE	17513	112
Mexico	DISCOVERY ZONE	424255	41
Mexico	DISCOVERY ZONE	422050	41
Puerto Rico	DISCOVERY ZONE	345	41
Saudi Arabia	DISCOVERY ZONE	274/96	41
Saudi Arabia	Discovery Zone Logo	382/19	41
Spain	DISCOVERY ZONE	1 630 884/8	41
Spain	Discovery Zone Logo	1 630 865/4	41
Switzerland	DISCOVERY ZONE	431944	41
Taiwan	DISCOVERY ZONE	81928	41
Taiwan	Discovery Zone Logo	81934	41
United Kingdom	DISCOVERY ZONE	1461058	41
United Kingdom	Discovery Zone Logo	1461054	41
United States	Discovery Zone Logo	1,619,865	16
United States	DISCOVERY ZONE	1,619,867	16
United States	Discovery Zone Logo	1,620,069	25
United States	DISCOVERY ZONE	1,620,087	25
United States	Discovery Zone Logo	1,620,486	41
United States	DISCOVERY ZONE	1,620,487	41

China DISCOVERY ZONE

(R) 947788 class 41

Japan DISCOVERY ZONE LOGO (R) 2721537

class 17

Korea (South) DISCOVERY

zone (R) 36441

class 112

Switzerland DISCOVERY ZONE

Logo (R) 435618

class 41

United States	Discovery Zone Logo	1,639,186	28
United States	DISCOVERY ZONE	1,639,187	28
<del>United States</del>	<del>FUNBELIEVABLE FITNESS</del>	<del>1,708,787</del>	<del>41</del>
United States	FUNBELIEVABLE	1,808,035	41
United States	Robot Design	1,816,211	41
United States	Z-BOP	1,827,776	41
United States	WHERE KIDZ WANNA BEI	1,835,777	41
United States	DZ	1,847,478	41
United States	DZ	1,850,362	25
United States	WEEBODIES	1,871,651	41
United States	DZ DINER	1,871,739	42
United States	PHONE THE ZONE	1,949,543	41
United States	KIDZ WATCH	1,953,607	41
United States	CHICKEN DINOBITES	1,958,271	29
United States	DISCOVERY ZONE ...	1,976,128	41
United States	STARTER ZONE	1,991,068	41
United States	SKILL ZONE	1,991,069	41
United States	TAKE ME HOME ZONE	1,992,959	41
United States	MINI ZONE	1,992,960	41
United States	FUNSITTERS	2,000,077	42
United States	ZONE BRAIN	2,011,598	41
United States	IMAGINATION	2,012,590	41
United States	MEGA ZONE	2,020,317	41
United States	THE FREEDOM YOU ...	2,025,727	42

*abandoned*

## APPLICATIONS FOR TRADEMARK REGISTRATION

Country	Mark	Number	Class	
<del>China</del>	<del>DISCOVERY ZONE</del>	<del>950304</del>	<del>41</del>	<del>registered</del>
Indonesia	DISCOVERY ZONE	21135	41	
<del>Japan</del>	<del>Discovery Zone Logo</del>	<del>13379471995</del>	<del>17</del>	<del>registered</del>
<del>Korea (South)</del>	<del>DISCOVERY ZONE</del>	<del>4850795</del>	<del>112</del>	<del>registered</del>
Qatar	DISCOVERY ZONE	9649	41	
<del>Ras-al-Khaimah</del>	<del>DISCOVERY ZONE</del>	<del>8814</del>	<del>41</del>	<del>2 joined United Arab Emirates</del>
<del>Switzerland</del>	<del>Discovery Zone Logo</del>	<del>9515795</del>	<del>41</del>	<del>registered</del>
<del>United Arab Emirates</del>	<del>DISCOVERY ZONE</del>	<del>9634</del>	<del>41</del>	<del>cancelled</del>
United Arab Emirates	Discovery Zone Logo	18716	41	
United States	DISCOVERY ZONE	74711695	14	
United States	Discovery Zone Logo	74712805	14	
United States	DISCOVERY ZONE	74720947	16	
<del>United States</del>	<del>NITE ZONE</del>	<del>751044823</del>	<del>14</del>	<del>abandoned</del>
United States	NITE ZONE	751045154	25	
<del>United States</del>	<del>NITE ZONE</del>	<del>751045155</del>	<del>41</del>	<del>abandoned</del>
<del>United States</del>	<del>NITE ZONE</del>	<del>751045156</del>	<del>16</del>	<del>abandoned</del>
United States	DZ	751410719	28	
United States	DISCOVERY ZONE UNIVERSITY	751408731	41	

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/ United States	DZ JR.	75/410718	25
/ United States	DZ JR.	75/410717	28
/ United States	DZ JR.	75/414479	41
/ United States	DZ UNIVERSITY		
	AND U DESIGN	75/408732	41
/ United States	DZU	75/408785	41

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## U.S. TRADEMARKS

## TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Class</u>
FREE LEAP	1,863,212	16
FUNDAMENTAL FUN FOR EVERYONE	2,118,608	41
LEAPS & BOUNDS	2,096,200	25
LEAPS & BOUNDS	1,947,807	25 & 41
PLAY POINTS	1,868,660	41
LEAPS & BOUNDS	1,746,133	41
LEAPS & BOUNDS	1,728,285	41
LEAPS & BOUNDS	1,763,357	41
LEAPS & BOUNDS	1,787,611	36
LEAPS & BOUNDS	1,823,879	35
LEAPS & BOUNDS	1,748,421	16
LEAPS & BOUNDS	1,834,588	16
LEAPS & BOUNDS	1,755,879	42
LEAPS & BOUNDS	1,757,387	42
LEAPS & BOUNDS	1,802,929	39
LEAPS & BOUNDS	1,806,289	30 & 32
LEAPS & BOUNDS	1,765,998	28
LEAPS & BOUNDS	1,741,365	21
LEAPS & BOUNDS	1,751,299	18
LEAPS & BOUNDS	1,793,685	18 & 25
LEAPS & BOUNDS	1,730,980	14
LEAPS & BOUNDS	1,719,998	9
LEAPS & BOUNDS	1,821,243	16 & 20

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## APPLICATIONS FOR TRADEMARK REGISTRATION

<u>Mark</u>	<u>Application No.</u>	<u>Class</u>
CAMP LEAPS & BOUNDS	74/227520	42
LEAPS & BOUNDS	74/224793	35
LEAPS & BOUNDS	74/226963	41
LEAPS & BOUNDS	74/221696	41
LEAPS & BOUNDS	74/316269	41 & 25
LEAPS & BOUNDS	74/224142	41
PLAY WITH PURPOSE	74/194707	41

7890leaps

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LEAPS & BOUNDS, INC.  
U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>STATUS</u>
AMAZING PLACE TO PLAY	74/459,970	Abandon
AMAZING VALUES	74/485,332	Abandon
BOUNDER	74/458,555	Abandon
CAMP LEAPS & BOUNDS	74/227,520	Application suspended
CAMP MOONLIGHT	74/512,264	Abandon
COME OUT AND PLAY	74/407,306	Abandon
FAMILY PLAY PASS	74/511,965	Abandon
FREE LEAP	74/405,277	Registration issued 11/15/94
FUN FREEZE	74/386,762	Abandoned
FUNDAMENTAL FUN FOR EVERYONE	74/86,677	Opposition filed at Trademark Trial & Appeal Board - Pending - 5/27/94
IT'S INSIDE-OUT-RAGEOUS	74/458,554	Abandon
IT'S NOT JUST CHILD'S PLAY	74/380,024	Abandon
LEAPERS	74/394,279	Abandon
LEAPS & BOUNDS	74/224,788	Abandon
LEAPS & BOUNDS	74/224,793	Application suspended
LEAPS & BOUNDS	74/226,963	Application suspended
LEAPS & BOUNDS	74/226,969	Abandon
LEAPS & BOUNDS	74/226,970	Abandon
LEAPS & BOUNDS	74/224,792	Abandon
LEAPS & BOUNDS	74/224,789	Abandon
LEAPS & BOUNDS	74/221,696	Application suspended
LEAPS & BOUNDS	74/276,444	Application suspended
LEAPS & BOUNDS	74/316,269	Request for Concurrent Use Registration filed 2/7/95

LEAPS & BOUNDS	74/201,916	Request for concurrent use proceeding filed - Pending Trademark Trial & Appeal Board 12/21/93
LEAPS & BOUNDS	74/224,142	Application suspended
LITTLE LEAPER	74/380,023	Abandon
LOOK BEFORE WE LEAP	74/473,037	Abandon
PLAY POINTS	74/413,361	Registration Received
PLAY WITH PURPOSE	74/194,707	Application Opposed
WAY TO PLAY	74/428,979	Abandon
800-282-4FUN	74/491,699	Abandon
LEAP OVER SLEEP OVER	74/525,902	Approved for Publication

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**EXHIBIT B**

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DZ FUN CENTER CLOSE LIST FOR JUNE 24TH, 1999

STOR	REM	REG	DIST	LOCATION	ADDRESS	CITY	ST	ZIP	PHONE	FAX	GM
201	R	EC	BAL	Golden Ring Plaza	8661 Philadelphia Road	Baltimore	MD	21237	410-391-5100	410-391-3758	Amy Johnson
215	R	EC	NJ	Rockaway Convergence	RI 80 & Mt Hope Road	Rockaway	NJ	07866	973-366-3666	973-366-6054	Gay Matka
217	No	EC	NJ	Red Stone Mall	300 RI 18 North	East Brunswick	NJ	08816	732-613-8900	732-613-1511	Ed Urech
219	R	MW	WVNY	Crossroads Plaza	1092 Commercial Drive	New Hartford	NY	13413	315-768-4386	315-768-2331	Mary McGuggan
222	R	EC	BAL	Pine Park Plaza	6510 Ballmore National Pike	Catonsville	MD	21228	410-788-8644	410-788-5567	Balena Mackall
223	R	MW	WVNY	Greene Ridge Center	170 Greene Ridge Cir. Dr.	Rochester	NY	14625	716-723-8250	716-723-9255	Matt Teresi
226	No	EC	NJ	South Hills S.C.	838 South Rd., Rt. 9	Poughkeepsie	NY	12607	914-298-7629	914-298-0065	Laurel Penney
228	R	EC	PH	Ellisburg Mall	1660 Kings Highway N.	Cherry Hill	NJ	08034	609-795-0088	609-795-7729	Lynn Locatelli
229	R	MW	WVNY	Hoss & Sullivan Hldg.	3439 Erie Boulevard	Hanover	MD	02330	781-826-4897	781-826-0849	Bev Chapman
233	R	MW	BOS	Hanover Mall	1775 Washington Street	Dewitt	MA	02330	301-698-5040	301-608-5046	Steve Gicas
242	No	EC	DAL	Festival at Frederick	470-474 Prospect Blvd.	Frederick	MD	21701	718-329-5437	718-329-4541	George Eden
245	No	MW	NYM	Multi Mall Shopping Co	237 E Fordham Road	Bronx	NY	10458	718-821-2533	718-821-3762	Andrew Urban
246	R	MW	NYM	Kings Plaza	66-28 Metropolitan Avenue	Middle Village	NY	11379	718-252-1717	718-252-5178	Frank Orlando
249	R	MW	NYM	Palmer Hills Shopping	5405 Kings Plaza	Brooklyn	NY	11234	718-252-1717	215-943-7591	Michelle Cimarelli
264	R	MW	WVNY	The Plaza at Crystal Lu	463 Oxford Valley Road	Fairless Hills	PA	19030	215-943-7330	607-796-0613	Bertha Deferardinis
266	R	EC	NJ	Volunteers Plaza	045 County Route 64	Cherry Hill	NY	14803	607-796-0658	914-692-0176	Giselle Davila
273	R	EC	BAL	LVI	200 N. Galleria Drive	Midletown	NY	10940	814-692-8886	914-692-0176	Johnna Huzzard
306	No	MW	LVI	GA	2420 Eastlen Blvd	York	PA	17402	717-755-0518	717-757-2590	Chris Rohrer
311	R	EC	GA	KC	8057 Boechmont Ave.	Cincinnati	OH	45255	513-474-9099	513-474-5182	Mathew Boran
315	R	WC	KC	DAL	5370 Hwy 78, Ste 1100	Stone Mtn.	GA	30087	770-413-5884	770-413-5889	Janel Huffes
320	R	WC	DAL	WVNY	4420 S. Noland Blvd	Independence	MO	64055	816-373-8124	816-373-8109	Lee Payton
328	R	MW	WVNY	FL	1233 Town East Blvd.	Mesquite	TX	75150	972-682-1448	972-682-1448	Kevin Call
342	R	EC	FL	GA	6435 Sheridan Drive	Amherst	NY	14221	716-631-5774	716-631-3271	Shella Mansfield
358	R	EC	GA	LMSD	10301 Southern Blvd.	Royal Palm Beach	FL	33411	561-798-5788	561-798-9386	Dean Decline
362	No	WC	LMSD	LOU	730 Fairbanks Ridge Road	Roswell	GA	30076	770-640-7739	770-640-7315	Jennie Dixon
405	R	EC	LOU	BAL	10540 Peach Hill Blvd.	Rancho Cucamong	CA	91730	909-980-8335	505-505-5405	Kandi Franklin
407	No	EC	BAL	CHT	197 N. Seven Oaks	Knoxville	TN	37922	423-694-0506	423-694-9827	Debbie Royal
409	R	EC	CHT	GA	5135 A Leesburg Pike	Falls Church	VA	22041	703-379-6900	703-578-1739	Brian Fan
410	No	EC	GA	FI	20 Haywood Rd, Suite D	Greenville	SC	29607	864-234-0504	864-281-9695	Dave Peebles
413	No	EC	FI	TOU	6125 University Dr NW #D1	Huntsville	AL	35806	256-922-1133	256-922-0560	Jennifer Robinson
415	R	EC	TOU	BAL	3725 Airport Blvd, Suite 133	Memphis	TN	38115	334-380-0177	334-380-0425	Loralle Mitchell
416	R	EC	BAL	LMSD	3684 Ridgeway	Annapolis	MD	21401	410-573-1122	410-573-0215	Robert Litz
428	No	WC	LMSD	MI	81-Q Forest Drive	West Hills	CA	91307	818-883-3142	818-883-8740	Heather Ferguson
431	R	MW	MI	FI	6633 Fallbrook Ave. #420	Flint	MI	48507	810-230-6800	810-230-8769	Julie Kathoff
433	No	EC	FI	FI	5038 Miller Rd. Ste. D	Pensacola	FL	32504	850-478-3100	850-478-2122	Chuck Krieger
442	No	EC	FI	FI	1670 Airport Blvd.	Tallahassee	FL	32308	850-893-6050	850-894-0495	Kim Fitzgerald
											AMENDED 6/22/99

DZ FUN CENTER CLOSE LIST FOR JUNE 24TH, 1999

Store	REG	DIST	LOCATION	ADDRESS	CITY	ST	ZIP	PHONE	FAX	GM
451	R	GA		3701 Austell Road	Maricopa	GA	30062	770 801-9993	770 437-0562	Donna Cumby
452	R	MI		6175 S. Washtedde	Portage	MI	49002	616 324-1710	616 324-9739	Danna Mitchell
455	No	MI		7390 S. Haggerty	W. Bloomfield	MI	48322	248 788-5393	248 788-9442	
458	R	EC		5700 Johnston, #820	Lafayette	LA	70503	318 984-5400	318 984-8580	Stacy Bates
461	R	LA		585 McKinley Street	Corona	CA	91719	909 278-0555	909 278-0730	Brent Cisneros
463	R	LA		5075 Murgranon Rd.	Fayetteville	NC	28314	910 864-1888	910 864-5803	Chns Summers
477	No	VA		4035 Electric Road, S. W.	Roanoke	VA	24015	540 772-2715	540 772-2985	Tim Scott
478	No	VA		3031 Nutley Street	Fairfax	VA	22031	703-207-7055	703-207-7059	Jay Sergio
501	R	TX		10201 B. Katy Freeway	Houston	TX	77024	713 722-7011	713 722-9516	Cynthia Abnon
502	R	TX		4016-20 Bellaire Blvd.	Houston	TX	77025	713 667-5437	713 668-8230	Thomas Rhoades
506	R	TX		1201 N. Central Expressway #3	Piano	TX	75075	972 423-5100	972 678-1246	Erin Pettit
511	R	TX		4860 SW Loop 820	Ft. Worth	TX	76109	817 338-4388	817 338-6733	Paul Bolduc
514	No	OK		7912 N. West Lane	Stockton	CA	95210	209 473-4386	209 473-4457	Cheryl Draca
516	R	OK		2501 W. Memorial Rd., #105	Oklahoma City	OK	73134	405 755-5437	405 755-2482	Jeff Lewis
518	R	CO		855 N Academy Blvd.	Colorado Springs	CO	80909	719-573-4386	719-573-1093	
521	No	AZ		6351 Mack Road	Scottsdale	AZ	85711	520 748-9190	520 748-9442	Rhoda Mason
522	No	CA		6238 E. Broadway Blvd.	Tucson	CA	85710	916 888-7529	916 689-7082	Sandy Parker
526	R	CA		7155 Greenback Lane	Citrus Hts.	CA	95610	916 722-7776	916 722-9851	Rebecca Strait
527	No	CA		3500 Sisk Road	Modesto	CA	95356	209-545-7529	209-545-7525	Laune Blizard
541	R	TX		5011 Slide Road	Lubbock	TX	79414	806 792-5437	806 792-2775	Brian Albar
542	R	OK		7110 S. I-35 Service Road	Oklahoma City	OK	73149	405 634-3866	405 634-3902	Jill Delhart
547	No	HI		94-7921 Umialani Street	Waipahu	HI	96797	808 871-5437	808 871-5343	Sharon Takada
549	R	UT		1836 W. 5400 South	Taylorville	UT	84118	801 968-4200	801 968-4745	
553	R	TX		5755 Eastex Freeway	Beaumont	TX	77706	409 892-7300	409 892-7567	Clara Ciophus
554	R	KS		7500 E. 80th Street	Wichita	KS	67207	316 687-4386	316 687-6623	Edca Pruitt
556	R	CO		9110 V. Vasworth Pkwy	Westminster	CO	80021	303-420-1430	303-420-5244	Becky Sanchez
561	No	CA		217 Ranch Drive	Milpitas	CA	95035	408 934-8600	408 934-8605	Kenny Kair
571	R	WA		2009 B Vancouver Plaza #180	Vancouver	WA	98662	360 254-2900	360 254-5094	Ileana Balzer
720	R	IN		1952 Bucholzer Blvd.	McClintville	IN	46410	219 756-7529	219 756-1235	Liz Barton
725	No	OH		4377 Whipple Ave NW	Akron	OH	44310	330 630-0133	330 630-1001	Mike Maag
732	R	OH		Discovery Zone Plaza #1	Canton	OH	44718	330 493-4554	330 493-0059	Michelle Carpenter
734	R	FL		5926 Crawfordville Road	Jacksonville	FL	32225	904 642-0246	904 642-4651	Ticia Riffe
736	R	IN		1403 E. Hallandale Beach Blvd.	Speedway	IN	46224	317 244-1386	317 487-0156	Kirk Lawrence
740	No	KY		5321 Colliwater Road	Louisville	KY	40219	502 984-6633	502 964-1166	Cheryl Merkle
746	R	FL		12450 Tesson Ferry Road	Hallandale	FL	33009	954 454-1155	954 454-0365	Teresa Freon
753	R	IN			St. Louis	IN	46825	219 471-0015	219 471-1891	
759	No	MO				MO	63128	314 842-4747	314 842-4796	Joe Strasser

AMENDED 6/22/99

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AMENDED LIST

02/1999

D Z CONTINGENCY LIST - JUNE 22ND, 1999										AMENDED 6/23/99	
Store	REM	REG	DIST	LOCATION	ADDRESS	CITY	ST	PHONE	FAX	GM	
225	R	EC	PH	Witchamell Square Shopping	2180 MacArthur Rd.	Whitehall	PA 19062	610-770-7333	610-770-7335	Michelle Perl	
260	No	EC	NJ	The Fashion Center	Rt 17 Al Ridgewood Ave.	Paramus	NY 07652	201-612-0914	201-612-0184	Mark Sadek	
267	R	EC	PH	Gordy's Plaza	4317 Kirkwood Highway	Wilmington	DE 19808	302-998-0345	302-998-0570	Said Shakhshir	
270	No	MW	BOS	E. Circuwalk Square	1000 Division Street	Wilmington	RI 02818	401-884-2611	401-884-9670	Jodi Montecalvo	
303	IR	MW	CH	Greenfield Fashion Cent	6226 S. Cass Ave.	Westmont	IL 60550	630-663-0903	330-663-0806	Kathy Clark	
304	R	MW	CH	Greenfield Fashion Cent	5008 S. 74th Street	Greenfield	WI 53220	414-281-3557	414-281-4722	Bonnie Pashers	
317	R	MW	MI	Greenfield Fashion Cent	251 Clairton Blvd.	Westmont	VA 15236	412-653-9487	412-653-9495	Chris Foster	
321	R	MW	LVL	Greenfield Fashion Cent	14373 Manchester Blvd.	Manchester	MO 63011	314-394-9887	314-527-2838	Gary Chung	
324	No	EC	PH	Greenfield Fashion Cent	270 N Polistown Pike	Manchester	PA 18341	610-524-1845	610-524-1509	Kelly Storti	
408	R	EC	CHT	Greenfield Fashion Cent	401 Oriana Road	Newport News	VA 23608	757-988-3008	757-989-0154	Sandy Zarkowski	
430	R	EC	CHT	Greenfield Fashion Cent	1532-A Parham Road	Richmond	VA 23229	804-270-3376	804-747-8124	Karen Hamilton	
474	No	WC	LMSD	Greenfield Fashion Cent	510-520 Broadway	Chula Vista	CA 91810	619-427-1291	619-427-1295	Molly Orrell	
517	R	WC	KC	Greenfield Fashion Cent	8919 E. 71st Street	Tulsa	OK 74133	918-459-5437	918-459-5466	Rebecca George	
532	No	WC	LMSD	Greenfield Fashion Cent	6300 San Mateo NE #G	Abuquerque	NM 87108	505-822-9944	505-822-0929	Timothy Medina	
546	R	WC	SA	Greenfield Fashion Cent	9503 Research Blvd. #500	Springfield	TX 78759	512-346-9666	512-346-7474	Angela Green	
565	No	WC	FL	Greenfield Fashion Cent	3400 Gateway #412	Winter Park	FL 32789	407-671-4325	407-671-3545	Tom Bass	
733	R	EC	FL	Greenfield Fashion Cent	205 University Park Drive	Winter Park	FL 32789	407-671-4325	407-671-3545	Ely Ortega	
750	No	EC	FL	Greenfield Fashion Cent	13700 SW 84th Street	Miami	FL 33183	305-383-4321	305-380-6741	Ely Ortega	
771	No	MW	MI	Greenfield Fashion Cent	5725 Monroe Street	Toledo	OH 43623	419-843-7900	419-843-7022	James Woodward	

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