

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Pacific Eyes & T's
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Pacific Retail Group, LLC
Internal
Address:
Street Address: 17352 Von Karman Avenue
City: Irvine State: CA Zip: 92614
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other California limited liability company
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other please see attachment
Execution Date: 09/20/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,965,207
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kit M. Stetina, Esq.
Internal Address: STETINA BRUNDA ET AL.
75 Enterprise, Suite 250
Aliso Viejo, California 92656
Street Address:
City: State: Zip:

7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 19-4330
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Kit M. Stetina
Name of Person Signing
Signature
Date 3/25/05

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks Box Assignments
Washington, D.C. 20231

CH \$40.00 194330 1965207

ATTACHMENT TO
TRADEMARKS ONLY COVER SHEET

Nature of conveyance:

Other: Order Approving (1) the Sale of Debtor's Assets, Free, and Clear of Liens, Claims, and Interests Pursuant to 11 U.S.C. Section 363; (2) Authorizing Assumption and Assignment of Leases and Executory Contracts; and, (3) Finding that Buyer is Good Faith Buyer Pursuant to 11 U.S.C. § 363

ORIGINAL

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16 Attorneys for Debtor-In-Possession Pacific Eyes &
 17 T's, Inc.

**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF CALIFORNIA**

18 In re
 19 PACIFIC EYES & T'S
 20 Debtor.

Case No. 02-06877-LA11

Chapter 11

**ORDER APPROVING (1)THE SALE OF
 DEBTOR'S ASSETS, FREE AND CLEAR OF
 LIENS, CLAIMS, AND INTERESTS
 PURSUANT TO 11 U.S.C. SECTION 363;
 (2) AUTHORIZING ASSUMPTION AND
 ASSIGNMENT OF LEASES AND
 EXECUTORY CONTRACTS; AND, (3)
 FINDING THAT BUYER IS GOOD FAITH
 BUYER PURSUANT TO 11 U.S.C. § 363**

Date: September 13, 2002
 Time: 10:30 a.m.
 Place: Courtroom "2"
 325 West "F" Street
 San Diego, CA

21 The Motion To Sell Assets Free And Clear Of Liens Not In The Ordinary Course Of
 22 Business Subject To Overbid And Assume And Assign Certain Unexpired Executory
 23 Contracts (the "Motion") filed by Pacific Eyes & T's, Inc., the debtor in possession in the
 24

ENTERED 9/20/02
 FILED
 SEP 20 2002
 CLERK U.S. BANKRUPTCY COURT
 SOUTHERN DISTRICT OF CALIFORNIA
 BY WA DEPUTY

1 above captioned case ("Debtor"), came on for hearing after shortened notice to creditors and
 2 parties in interest on September 13, 2002 at 10:30 a.m. before the Honorable Louise DeCarl
 3 Adler, United States Bankruptcy Judge (the "Sale Hearing").

4 The Court having jurisdiction to consider the Motion and the relief requested therein
 5 in accordance with 28 U.S.C. §§ 157(b)(2) and 1334; and consideration of the Motion, the
 6 relief requested therein, and the responses thereto, if any, being a core proceeding in
 7 accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all
 8 responses and objections to the Motion having been duly noted in the record of the Sale
 9 Hearing including, but not limited to, the appearance of Michael D. Breslauer for the Debtor
 10 and Marc Winthrop of the Official Creditor's Committee ("Committee"); and upon the
 11 record of the Sale Hearing and all other pleadings and proceedings in these cases, including
 12 the Motion; and after due deliberation and sufficient cause appearing therefor,

13 **THE COURT FINDS THAT:**

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

17 2. To the extent any of the following findings of fact constitute conclusions of
 18 law, they are adopted as such. To the extent any of the following conclusions of law
 19 constitute findings of fact, they are adopted as such.

20 3. Proper, timely, adequate and sufficient notice of the Motion and the Sale
 21 Hearing has been provided in accordance with sections 102(1) and 363(b) of the Bankruptcy
 22 Code, Bankruptcy Rules 2002, 6004, 9006, 9007 and 9014, the local rules of this Court,
 23 and the procedural due process requirements of the United States Constitution. No other or
 24 further notice of the Motion or the Sale Hearing, or of the entry of this Order is necessary.

25 4. A reasonable opportunity to object or be heard regarding the requested relief
 26 has been afforded to all interested persons and entities, including, without limitation, (i) all
 27 entities who claim any interest in or lien upon the Assets, (ii) all governmental taxing
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1 authorities who have, or as a result of the sale of the Assets may have, claims, contingent or
 2 otherwise, against the Debtor, (iii) all parties who filed requests for notices under Bankruptcy
 3 Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002, (iv) all creditors
 4 (whether liquidated, contingent or unmatured) of the Debtor, (v) all interested governmental,
 5 pension and environmental entities, (vi) the Office of the United States Trustee; and (vii) all
 6 entities that heretofore expressed to the Debtor an interest in purchasing the Assets.

7 5. The Motion was served duly and properly on all required persons.

8 6. Debtor has demonstrated a sufficient basis to sell the Assets under
 9 sections 363 of the Bankruptcy Code, and such actions are appropriate exercises of Debtor's
 10 business judgment and in the best interests of the Debtor's estate and its creditors.

11 7. The Debtor has presented evidence of its efforts to market and sell the assets
 12 both prior to and since the commencement of the Bankruptcy Case.

13 8. Through such marketing efforts, Debtor afforded interested potential
 14 purchasers a full, fair and reasonable opportunity to make a higher and better offer to
 15 purchase the Assets.

16 9. At the Sale Hearing on September 13, 2002, in accordance with the Overbid
 17 Procedures, Pacific Retail Group, a California limited liability company ("PRG") was the
 18 high bidder for the Assets with a bid as set forth in the Asset Purchase Agreement (the
 19 "APA"). A true and correct copy of the APA, as executed by the Debtor and PRG, is
 20 attached to the Declaration of Michael D. Breslauer, filed concurrently herewith. The offer
 21 of PRG to purchase the Assets as set forth in the APA is the best offer received by Debtor and
 22 the consideration to be paid to the Debtor is in the best interest of the Debtor's estate and
 23 constitutes full and adequate consideration and reasonably equivalent value for the Assets.

24 10. Without an expeditious sale of the Assets free and clear of liens, claims and
 25 encumbrances, and an assumption and assignment of unexpired leases of non-residential
 26 real property and executory contracts, there will be a substantial diminution in the value of
 27 the Assets to the detriment of the estate's creditors and other parties in interest.

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1 11. As of the Sale Hearing, the estate's only secured creditor, Wells Fargo Retail
2 Finance, LLC ("Wells"), was owed approximately \$500,000 secured by a blanket lien on all
3 of the assets of the estate ("Encumbrance"). Wells has been actively monitoring the sale and
4 marketing process undertaken by Debtor and has agreed that the protections afforded it by
5 the proposed transaction, including the retention of their lien in the inventory sold to PRG
6 and the issuance of a letter of credit by PRG in an amount equivalent to the obligation due
7 Wells, are acceptable in these circumstances.

8 12. PRG is a purchaser in good faith, as that term is used in the Bankruptcy Code
9 and the decisions thereunder, and is entitled to the protections of section 363(m) of the
10 Bankruptcy Code with respect to all of the Assets. The APA was negotiated and entered into
11 in good faith, based upon arm's length bargaining and without collusion. The overbid
12 procedures conducted in accordance with the Motion at the Sale Hearing on September 13,
13 2002, were conducted in good faith within the meaning of section 363(m) of the Bankruptcy
14 Code. Neither Debtor nor PRG has engaged in any conduct that would prevent the
15 application of section 363(m) of the Bankruptcy Code.

16 13. Debtor has advanced sound business reasons for seeking to enter into the APA
17 and to sell the Assets, as more fully set forth in the Motion and as demonstrated at the Sale
18 Hearing, and it is a reasonable exercise of Debtor's business judgment to sell the Assets and
19 to execute and deliver the APA to PRG.

20 14. The terms and conditions of the APA, including the total consideration to be
21 realized by the Debtor's estate pursuant to the Purchase Price established at the Sale
22 Hearing, are fair and reasonable and the transactions contemplated by the APA are in the
23 best interest of the Debtor's estate.

24 15. A valid business purpose exists for approval of the transaction contemplated
25 by the Motion pursuant to section 363(b) of the Bankruptcy Code. The transfer of the Assets
26 to PRG is a legal, valid and effective transfer of the Assets notwithstanding any requirement
27 for approval or consent by any person.

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1 16. In the absence of a stay pending appeal, PRG will be acting in good faith
 2 pursuant to section 363(m) of the Bankruptcy Code in closing the transactions contemplated
 3 by the APA at any time on or after entry of this Order and cause has been shown as to why
 4 this order should not be subject to the stay provided by Fed R. Bankr. P. 6004(g).

5 17. All defaults of executory contracts and unexpired leases to be assumed
 6 pursuant to the APA have been shown to have been cured or will be cured upon a close of
 7 the sale to PRG.

8 18. PRG has provided adequate assurance of its future performance of all
 9 executory contracts and unexpired leases to be assumed by the Debtor and Assigned to PRG
 10 pursuant to the APA. To the extent that such unexpired lease is a lease of non-residential
 11 real property located in a shopping center, as referred to in section 356(b)(3) of the
 12 Bankruptcy Code, PRG has provided adequate assurance (i) of the source of rent, the
 13 financial condition and its operating performance; (ii) that any percentage rent, if applicable
 14 under such lease will not decline substantially; (iii) that assumption and assignment to PRG
 15 is subject to all provisions of such lease; and (iv) that assumption and assignment of such
 16 lease will not disrupt any tenant mix or balance in such shopping center.

17 **NOW, THEREFORE, IT IS HEREBY ORDERED that:**

18 A. The relief requested in the Motion is granted in its entirety.

19 B. The APA and the transactions contemplated thereby be, and hereby are
 20 approved and Debtor is authorized, empowered and directed to enter into, and to perform
 21 its obligations under, the APA, with the Purchase Price as established at the Sale Hearing,
 22 and to execute and perform such APAs or documents and take such other actions as are
 23 necessary or desirable to effectuate the terms of the APA.

24 C. All objections, responses, and requests for continuance concerning the Motion
 25 (if any) are resolved in accordance with the terms of this Order and as set forth in the record
 26 of the Sale Hearing. To the extent any such objection, response or request for continuance

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1 was not otherwise withdrawn, waived, or settled, it, and all reservations and rights contained
2 therein, is overruled and denied.

3 D. Debtor shall be, and hereby is, authorized, empowered and directed, pursuant
4 to sections 105 and 363(b) and 363(f) of the Bankruptcy Code, to sell the Assets to PRG
5 upon payment of the Purchase Price and completing all other actions required under the
6 APA. Such sale of the Assets shall be free and clear of any and all Encumbrances and other
7 liabilities and claims, except the continuing first priority lien of Wells on purchased
8 inventory pursuant to the APA, including employee benefit obligations, any and all security
9 interests, mortgages, charges against or interests in property, adverse claims, claims of
10 possession, rights of way, licensed easements and restrictions of any kind, whether secured
11 or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or
12 unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or
13 unliquidated, matured or unmatured, disputed or undisputed, or known or unknown,
14 whether arising prior to or subsequent to the bankruptcy petition date, whether imposed by
15 APA, understanding, law, equity or otherwise.

16 E. On the Closing Date, each of the estate's creditors is authorized and directed
17 to execute such documents and take all other actions as may be necessary to release any
18 Encumbrances of any kind against the Assets, as such Encumbrances may have been
19 recorded or may otherwise exist. If any person or entity that has filed financing statements
20 or other documents or APAs evidencing Encumbrances on the Assets shall not have
21 delivered to Debtor prior to the Closing, in proper form for filing and executed by the
22 appropriate parties, termination statements, instruments of satisfaction, releases of all liens or
23 other interests which the person or entity has with respect to the Assets, Debtor is hereby
24 authorized and directed to execute and file such statements, instruments, releases and other
25 documents on behalf of the person or entity with respect to such Assets immediately prior to
26 the Closing.

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1 F. This Order shall be binding upon and govern the acts of all persons or entities,
 2 including without limitation, all filing agents, recording agencies, secretaries of state and all
 3 other persons and entities who may be required by operation of law to accept, file, register
 4 or otherwise record or release any documents or instruments.

5 G. Upon Closing, PRG shall deposit in the trust account of Winthrop Couchot
 6 PC, counsel to the Committee, the sum One Hundred Eighty Thousand Dollars (\$180,000)
 7 (the "Trust Funds"). The Trust Funds shall be retained by the Committee's counsel in trust
 8 and in the name of the Purchaser for purposes of subsequent distribution pursuant to further
 9 order of the Bankruptcy Court. The Court reserves jurisdiction over the disposition of the
 10 Trust Funds. Subject to the payment by PRG of (i) the Purchase Price to Debtor on behalf of
 11 the estate, and (ii) the Trust Funds, and effective as of the Closing, the sale of the Assets by
 12 Debtor to PRG shall constitute a legal, valid and effective transfer of the Assets
 13 notwithstanding any requirement for approval or consent by any person and shall vest PRG
 14 with all right, title and interest of the Debtors in and to the Assets, free and clear of all
 15 Encumbrances pursuant to section 363(f) of the Bankruptcy Code.

16 H. All persons or entities, presently or on or after the Closing Date in possession
 17 of some or all of the Assets are directed to surrender possession of the Assets to PRG on such
 18 Closing Date or at such time thereafter as PRG may request.

19 I. The sale of the Assets to PRG under the APA will constitute a transfer for
 20 reasonably equivalent value and fair consideration under the Bankruptcy Code and all
 21 applicable law.

22 J. PRG is hereby granted and is entitled to the protections provided to a good
 23 faith purchaser under section 363(m) of the Bankruptcy Code.

24 K. This Order and the APA shall be binding upon, and shall inure to the benefit
 25 of the Debtor, Debtor's estate, and PRG, and their respective successors and assigns.

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1 L. This Court shall retain exclusive jurisdiction to enforce the provisions of this
 2 Order and the APA and to resolve any dispute concerning this Order, the APA, or the rights
 3 and duties of the parties hereunder or thereunder or any issues relating to the APA and this
 4 Order, including, but not limited to, the interpretation of the terms, conditions and
 5 provisions hereof and thereof, the status, nature and extent of the Assets and all issues and
 6 disputes arising in connection with the relief authorized herein.

7 M. The provisions of this Order are nonseverable and mutually dependent.

8 N. Notwithstanding Bankruptcy Rule 6004(g), this Order shall be effective and
 9 enforceable immediately upon entry and its provisions shall be self-executing. In the
 10 absence of any entity obtaining a stay pending appeal, the Debtor and PRG are free to close
 11 under the APA at any after the sale hearing. In the absence of any entity obtaining a stay
 12 pending appeal, if Debtor and PRG close under the APA, PRG shall be deemed to be acting
 13 in "good faith" and shall be entitled to the protection of section 363(m) of the Bankruptcy
 14 Code as to all aspects of the transactions pursuant to the APA if this Order or any
 15 authorization contained herein is reversed or modified on appeal.

16 O. Debtor and PRG shall be, and they hereby are, authorized and empowered to
 17 take all actions and execute and deliver any and all documents and instruments that either
 18 Debtor or PRG deem necessary or appropriate to implement and effectuate the terms of the
 19 APA and this Order. Debtor and each other person having duties or responsibilities under
 20 the APA, any APAs related thereto or this Order, and their respective directors, officers,
 21 general partners, agents, representatives, and attorneys, are authorized and empowered –
 22 subject to the terms and conditions contained in the APA and the schedules annexed thereto
 23 – to carry out all of the provisions of the APA and any related APAs; to issue, execute,
 24 deliver, file, and record, as appropriate, the documents evidencing and consummating the
 25 APA, and any related APAs; to take any and all actions contemplated by the APA, any
 26 related APAs or this Order; and to issue, execute, deliver, file, and record, as appropriate,
 27 such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale,
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1 assignments, leases, or other APAs or documents and to perform such other acts and execute
 2 and deliver such other documents, as are consistent with, and necessary or appropriate to
 3 implement, effectuate, and consummate, the APA, any related APAs and this Order and the
 4 transactions contemplated thereby and hereby, all without further application to, or order of,
 5 the Court or further action by their respective directors, stockholders, or partners, and with
 6 like effect as if such actions had been taken by unanimous action of the respective directors,
 7 stockholders, and partners of such entities. All such additional APAs, documents, and
 8 instruments shall be deemed to be "related APAs" for purposes of this Order. Debtor is
 9 further authorized and empowered to cause to be filed with the secretary of state of any state
 10 or other applicable officials of any applicable governmental units any and all certificates,
 11 APAs, or amendments necessary or appropriate to effectuate the transactions contemplated
 12 by the APA, any related APAs and this Order, including amended and restated certificates or
 13 articles of incorporation and by-laws or certificates or articles of amendment, and all such
 14 other actions, filings, or recordings as may be required under appropriate provisions of the
 15 applicable laws of all applicable governmental units or as the Trustee may determine are
 16 necessary or appropriate. The execution of any such document or the taking of any such
 17 action shall be, and hereby is, deemed conclusive evidence of the authority of such person
 18 to so act. Without limiting the generality of the foregoing, this Order shall constitute all
 19 approvals and consents, if any, required by the corporation laws of the State of California
 20 and all other applicable business corporation, trust, and other laws of the applicable
 21 governmental units with respect to the implementation and consummation of the APA, any
 22 related APAs and this Order, and the transactions contemplated thereby and hereby.

23 P. Nothing in this Order purports to excuse PRG or any other person or entity
 24 from compliance with any and all applicable state and federal regulatory laws.

25 Q. Pursuant to sections 105 and 363 of the Bankruptcy Code, any and all
 26 creditors of the estate shall be barred, estopped and enjoined from taking any action of any
 27 kind against PRG or the Assets on account of any claim against the Debtor or the Assets.

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1 R. PRG is not a successor to the Debtor or the Debtor's estate by reason of any
 2 theory of law or equity and PRG shall not assume or in any way be responsible for any
 3 liability or obligation of the Debtor and/or its estate, except as otherwise expressly provided
 4 in the APA. The consummation of the transaction provided for in the APA will not amount
 5 to a consolidation, merger and/or de facto merger of PRG and the Debtor or its estate and
 6 there is not substantial continuity between PRG and Debtor, nor is there continuity of
 7 enterprise between PRG and Debtor.

8 S. Effective upon the Closing, all entities, including, but not limited to, Debtor's
 9 creditors, employees, former employees and shareholders, administrative agencies,
 10 governmental departments, secretaries of state, federal, state and local officials, including
 11 such officials maintaining any authority relating to environmental, labor and health and
 12 safety laws, and their respective successors or assigns, shall be permanently and forever
 13 barred, restrained and enjoined from commencing or continuing in any manner any action
 14 or other proceeding of any kind against PRG as alleged successor with respect to any
 15 Encumbrances arising out of or related to the Assets.

16 T. The APA and any related agreements may be waived, modified, amended, or
 17 supplemented by the agreement of Debtor and PRG with the consent of the Committee
 18 without further action of the Court; provided, however, that any such waiver, modification,
 19 amendment, or supplement is not material and substantially conforms to and effectuates the
 20 APA.

21 U. The failure specifically to include any particular provisions of the APA or any
 22 related APAs in this Order shall not diminish or impair the effectiveness of such provision, it
 23 being the intent of the Court, Debtor and PRG that the APA and any related APAs are
 24 authorized and approved in their entirety with such amendments thereto as may be made by
 25 the parties in accordance with this Order prior to Closing.

26 V. No bulk sale law or any similar law of any state or other jurisdiction shall
 27 apply in any way to the transaction contemplated by the APA.

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1 W. PRG is not required to hire any of the individuals employed by Debtor, but
 2 may do so at PRG's sole discretion. Those of the Debtor's employees (if any) who, at PRG's
 3 sole discretion, are to be retained by PRG, will be retained under new employment contracts
 4 and/or other employment arrangements at or after the time of the consummation of the
 5 transaction provided for in the APA and PRG is not assuming any of the Debtor's obligations
 6 to its employees.

7 X. To the extent any provisions of this Order conflict with the terms and
 8 conditions of the APA, this Order shall govern and control.

9 Y. The automatic stay provisions of 11 U.S.C. § 362 are hereby modified to the
 10 extent necessary to permit the consummation of the transaction contained in this Order and
 11 in the APA.

12 Z. The Debtor is authorized to assume and assign each of the unexpired leases of
 13 non-residential real property and of personal property set forth on Exhibits "A" and "B",
 14 respectively, attached hereto. For all such leases assumed and assigned the Debtor shall
 15 cure all outstanding defaults. Upon such assumption and assignment, PRG shall be
 16 responsible for all obligations under such assumed leases, including, but not limited to, year
 17 end reconciliations for Common Area Maintenance Charges. From and after the closing of
 18 the sale transaction to PRG, the Debtor and the Debtor's estate shall not be liable for any
 19 claim, damages, suits or defaults arising under such lease from and after such closing,
 20 provided, however, that nothing in this Order shall be construed to limit in any way the
 21 liability of any third party, guarantor, or indemnitor for such liability.

22 Dated:

23 20 Sept 02

24 
 25 THE HONORABLE LOUISE DeCARL ADLER,
 26 UNITED STATES BANKRUPTCY JUDGE

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SEP-18-2002 15:54

WINTHROP COUCHOT

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Signature by the attorney constitutes a certification under Fed. R. Bankr. P. 9011 that the relief provided by the order is the relief granted by the court.

Dated September __, 2002.

Submitted by:
SOLOMON WARD SEIDENWURM & SMITH, LLP

By: _____
MICHAEL D. BRESLAUER
ELIZABETH A. MITCHELL
Attorneys for Debtor, PACIFIC EYES & T'S, INC.

APPROVED AS TO FORM:

DATED: September 18, 2002

WINTHROP COUCHOT, PROFESSIONAL CORPORATION

By: 
MARC WINTHROP
Attorneys for Official Creditors Committee

Dated: September __, 2002

BALLARD, SPAHR ANDREWS & INGERSOLL, LLP

By: _____
DAVID L. POLLACK
Attorneys for General Growth Management, Inc.

SENT BY: L. A. KUZ
08/19/2002 14:59 FAX 019231477

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Dated: September 16, 2002

KATTEN MUCHIN ZABIS ROSENMAN

By: *Justin Branch*
JUSTIN BRANCH
Attorneys for The Macarich Company,
Westfield Corporation, Carson-Madrona
Co. and Westcor Partners

Dated: September , 2002

KIMBALL, TIREY & ST. JOHN

By: JANNA LOGAN
Attorneys for Charter Equity LLC and 1452
Third Street Promenade, LLC

Dated: September , 2002

RFST BEST & KRIEGER, LLP

By: DAN ROBERTS
Attorneys for Ontario Mills Limited
Partnership

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ORDER APPROVING SALE FREE AND CLEAR
Case No. 02-06877-LA11

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1 Dated: September __, 2002

KATTEN MUCHIN ZABIS ROSENMAN

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By: DUSTIN BRANCH
Attorneys for The Macerich Company,
Westfield Corporation, Carson-Madrona
Co. and Westcor Partners

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8 Dated: September __, 2002

KIMBALL, TIREY & ST. JOHN

9

10

By: JANNA LOGAN
Attorneys for Charter Equity LLC and 1452
Third Street Promenade, LLC

11

12

13 Dated: September 19, 2002

BEST BEST & KRIEGER, LLP

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15

By: Dan Roberts
DAN ROBERTS
Attorneys for Ontario Mills Limited
Partnership

16

17

18 Dated: September __, 2002

BUCHALTER, NEMER, FIELDS & YOUNGER

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20

21

By: BO BOLLINGER
Attorneys for Pacific Retail Group LLC

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24 Dated: September __, 2002

By: TIFFANY CARROLL
Office Of The United States Trustee

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F:\200409\1-20013-011
ORDER APPROVING SALE FREE AND CLEAR
Case No. 02-06077-LA11

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Dated: September __, 2002

KATTEN MUCHIN ZABIS ROSENMAN

By: DUSTIN BRANCH
Attorneys for The Macerich Company,
Westfield Corporation, Carson-Madrona
Co. and Westcor Partners

Dated: September __, 2002

KIMBALL, TIREY & ST. JOHN

By: JANNA LOGAN
Attorneys for Charter Equity LLC and 1452
Third Street Promenade, LLC

Dated: September __, 2002

BEST BEST & KRIEGER, LLP

By: DAN ROBERTS
Attorneys for Ontario Mills Limited
Partnership

Dated: September __, 2002

BUCHALTER, NEMER, FIELDS & YOUNGER

By: BERNARD D. BOLLINGER, JR.
Attorneys for Pacific Retail Group LLC

Dated: September 19, 2002

By: *Tipary J. Carroll*
TIPARY CARROLL
Office Of The United States Trustee

Sep-19-02 02:00pm From:BUCHALTER - 9 898-0490

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Dated: September __, 2002

KATTEN MUCHIN ZABIS ROSENMAN

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Attorneys for The Macerich Company,
Westfield Corporation, Carson-Madrona
Co. and Westcor Partners

Dated: September __, 2002

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Third Street Promenade, LLC

Dated: September __, 2002

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Partnership

Dated: September 11, 2002

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By: Bernard D. Bollinger, Jr.
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Attorneys for Pacific Retail Group LLC

Dated: September __, 2002

By: TIFFANY CARROLL
Office Of The United States Trustee

P:306898 1-60012111
ORDER APPROVING SALE FREE AND CLEAR
Case No. 02-06177-LA11

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EXHIBIT "A"

SCHEDULE OF REAL PROPERTY LEASES

Encinitas 927 South Coast Hwy 101 Encinitas, CA 92024	3	Debtor to assume and assign the Lease to Buyer with the following amendments: the term of the Lease is extended one year and terminating on March 31, 2006; commencing October 1, 2002 and through the end of the new term, the Guaranteed Minimum Monthly Base Rental is \$6,000 per month; percentage rent is 6% of Gross Sales in excess of \$1,200,000; Tenant to pay percentage rent due and owing for 2001 and 2002 (to July 2002) by paying additional monthly rent of \$2,000 per month commencing October 1, 2002 and through the end of the new term; and Tenant has option to extend the Lease for an additional five years.
Parkway Plaza 499 Parkway Plaza, Ste L16 El Cajon, CA 92020	5	Debtor to assume and assign the Lease to Buyer.
Grossmont 5500 Grossmont Ctr Dr., B1-61 La Mesa, CA 91941	7	Debtor to assume and assign the Lease to Buyer.
Carlsbad 2525 El Camino Real, Suite 215 Carlsbad, CA 92008	8	Debtor to assume and assign the Lease to Buyer.
North County Fair 200 E Via Rancho Pkwy, #419 Escondido, CA 92025	11	Debtor to assume and assign the Lease to Buyer.
Pacific Beach 4150 Mission Blvd., #133 & 131 San Diego, CA 92109	12	Debtor to assume and assign the Lease to Buyer.
Horton Plaza 534 Horton Plaza San Diego, CA 92101	17	Debtor to assume and assign the Lease to Buyer with the following amendment: a two-year reduction beginning September 2002 by eliminating promotional fund fees and reducing rent to \$32 per square ft. (\$8,829.33 per month).

Mission Valley 1640 Camino del Rio N., Ste. 308 San Diego, CA 92108	19	Debtor to assume and assign the Lease to Buyer.
Paradise Valley 4555-92 E. Cactus, #B52 Phoenix, AZ 85032	27	Debtor to assume and assign the lease to Buyer with the following amendments: For a period of nine months from date of occupancy by Buyer, Buyer will receive a \$3,000 per month lease reduction subject to re-instatement to the contracted lease rate upon proof by landlord of existence of new tenant willing to occupy the premises at terms equal to or higher than the contracted lease rate. Thereafter, landlord may unilaterally terminate the lease on 60 days notice to Buyer subject to Buyer's right to continue the lease upon Buyer resuming payment of the full contracted lease rate. If the proposed new tenant is willing to occupy the premises at a rate that exceeds the contracted lease rate and Buyer nullifies the landlord's termination of the lease, buyer will repay one-half of any lease reduction received. The obligation to repay one-half of the lease reduction received will be repaid by Buyer over the six month period following the nullification of landlord's termination of the lease. This lease amendment is subject to further documentation of these modifications in a form that is acceptable to the parties.
Arrowhead 7700 W. Arrowhead Town Ctr, #1103 Glendale, AZ 85308	29	Debtor to assume and assign the Lease to Buyer.
Ontario Mills 1 Mill Circle, Suite 705 Ontario, CA 91764	30	Debtor to assume and assign the Lease to Buyer.
Long Beach 5265 E. Second St. Long Beach, CA 90803	34	Debtor to notice rejection of Lease effective September 30, 2002
Tyler Temporary Space 2033 Galleria at Tyler, D-U6 Riverside, CA 92503	37	Debtor to assume and assign the Lease to Buyer with the following amendment: Lease extended to December 31, 2002. Rent shall be as follows: The Greater of (i) \$8,000 for October; \$12,000 for November; and \$20,000 for December or (ii) Provided that monthly gross revenues exceed \$300,000, then 12% of monthly gross revenues.

Tyler Permanent Space 2033 Galleria at Tyler Riverside, CA 92503	37	Debtor to notice rejection of Lease effective September 30, 2002.
Palmdale 1233 Rancho Vista Blvd., # 725 Palmdale, CA 93551	39	Debtor to assume and assign the Lease to Buyer.
Santa Monica 1452 3rd Street Santa Monica, CA 90401	40	Debtor to notice rejection of Lease effective September 30, 2002
Montclair 5060 Montclair Plaza Ln, #2128 Montclair, CA 91763	41	Debtor to assume and assign the Lease to Buyer. The Buyer's three principal owners, Ray Star Investment, Ltd., Ivan Speirs and Richard Koral shall jointly and severally guarantee the Buyer's performance of two (2) months rent under the Lease, such guaranty extending through December 31, 2003
Main Place 2800 N Main St., #303 Santa Ana, CA 92701	42	Debtor to assume and assign the Lease to Buyer with the following amendments: Eliminate all promotional rent; and reduce rent to \$27 per square ft for the balance of the Lease, having new monthly rent fixed at \$10,515.25.
Palm Desert 72-840 Hwy 111, Space 331 Palm Desert, CA 92260	43	Debtor to assume and assign the Lease to Buyer.
Del Amo Del Amo Fashion Center, Space #5 Torrance, CA 90503	45	Debtor to assume and assign the Lease to Buyer.
Los Cerritos 146 Los Cerritos Center Cerritos, CA 90703-5422	46	Debtor to assume and assign the Lease to Buyer.
The Oaks 524 West Hillcrest Drive Thousand Oaks, CA 91360-4210	47	Debtor to assume and assign the Lease to Buyer.
Bakersfield 2701 Ming Ave., Space #VPC 334 Bakersfield, CA 93304	48	Debtor to assume and assign the Lease to Buyer. The Buyer's three principal owners, Ray Star Investment, Ltd., Ivan Speirs and Richard Koral shall jointly and severally guarantee the Buyer's performance of two (2) months rent under the Lease, such guaranty extending through December 31, 2003

<p>Northridge 9301 Tampa Ave, Space #36 Northridge, CA 91324</p>	49	<p>Debtor to assume and assign the Lease to Buyer with the following amendments: reduce total monthly payment by \$3,000 by eliminating marketing/promotions fee and reducing Minimum Rent by \$1,840 per month; Tenant to pay 15% of sales in excess of \$1,430,000 as additional rent; Lease expires on January 31, 2007; Tenant has option to extend Lease term to January 31, 2011, if sales are greater than or equal to \$1,500,000 from January 1, 2006 through December 31, 2006; and if Lease term is extended, rent will be the greater of the amount in the original lease or 15% of 2006 sales defined into categories as determined by Landlord. The Buyer's three principal owners, Ray Star Investment, Ltd., Ivan Speirs and Richard Koral shall jointly and severally guarantee the Buyer's performance of two (2) months rent under the Lease, such guaranty extending through December 31, 2003</p>
<p>Henderson 1300 West Sunset Road, #2703 Henderson, NV 89014</p>	87	<p>Debtor to assume and assign the Lease to Buyer.</p>
<p>Hawaii-Aloha Tower 1 Aloha Tower Drive, #149 & 150 Honolulu, HI 96813</p>	100	<p>Debtor to assume and assign the Lease to Buyer with the following amendments: 12.5% total occupancy cost with minimum \$14,500 to be fixed at \$10,500 for September and November 2002; Tenant to pay half of new flooring bill in first quarter 2003 (estimated expense of \$14,000); and Lease extended to November 30, 2006.</p>
<p>Hawaii-Wards Warehouse 1050 Ala Moana Blvd Bldg A, Bay 11&12 Honolulu, HI 96813</p>	102	<p>Debtor to assume and assign the Lease to Buyer with the following amendments: reduce total monthly payment by \$2,000 by eliminating Marketing/Promotions fee and reducing Minimum Rent by \$1,400 per month; and Tenant to pay 12% of sales in excess of \$613,000 as additional rent.</p>
<p>Pearl Ridge 98-1005 Moana Lua Road, #227 Aiea, HI 96701</p>	103	<p>Debtor to assume and assign the Lease to Buyer.</p>
<p>Corporate 1221 Liberty Way Vista, CA 92083</p>	900	<p>Debtor to notice rejection of Lease effective September 30, 2002.</p>
<p>Ontario Mills 1 Mill Circle, Suite 313 Ontario, CA 91764</p>	201	<p>Debtor to assume and assign the Lease to Buyer.</p>

EXHIBIT "B"
SCHEDULE OF PERSONAL
PROPERTY LEASES

<u>LESSOR</u>	<u>LEASE DESCRIPTION</u>
De Lage Landen Financial Services P.O. Box 41601 Philadelphia, PA 19101-1601	Equipment lease for the phone system
Jaguar Credit Dept. 193901 P.O. Box 55000 Detroit, MI 48255-1939	Automobile lease
OFC Capital 576 Colonial Park Dr., Ste. 200 Rosewell, GA 30075	Equipment lease for point of sale retail system
US Bancorp Manifest Funding Services P.O. Box 5179 Sioux Falls, SD 57117-5179	Equipment lease for computer system and truck
Xerox Corp. P.O. Box 7413 Pasadena, CA 91109-7413	Equipment lease for copy machines