

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS**

BANCO PANAMERICANO, INC., a)
South Dakota Corporation,)
)
Plaintiff,)
)
v.)
)
CITY OF PEORIA, ILLINOIS, an Illinois)
Municipal Corporation, and COUNTY OF)
PEORIA, ILLINOIS, a unit of local government)
in the State of Illinois,)
)
Defendants.)

Case No. 13-1064

ORDER

The Court has carefully and repeatedly reviewed the summary judgment pleadings and exhibits in this matter in an effort to resolve the cross-motions claiming entitlement to judgment as a matter of law. However, there are some issues that have not been adequately briefed by either side to permit resolution on the record before the Court. Accordingly, the Court requests simultaneous supplemental briefing by the parties by May 25, 2016, on the following issues:

- (1) What efforts did Banco take to protect its collateral following RTC’s default on the Financing Agreement and the lifting of the automatic stay?
- (2) Does Banco’s security interest in the property owned by RTC translate into an ownership right that could be exercised under ¶ 5(b) or any other provision of the Lease? If so, how?
- (3) What notice, if any, was given to Banco regarding the provisions of the Lease and ¶ 5(b) in particular? Was Banco entitled to notice?

- (4) What is the applicability, if any, of the portion of ¶ 5(b) providing that title and ownership of any property not removed within 90 days after termination passes to Lessor?
- (5) What notice, if any, was given to Banco of the termination of the Lease? Was Banco entitled to notice?
- (6) Has either party waived its rights to the property in question by failing to properly exercise such rights?
- (7) Specifically identify precisely what property is or is not at issue.

ENTERED this 9th day of May, 2016.

s/ James E. Shadid
James E. Shadid
Chief United States District Judge