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9 UNITED STATES BANKRUPTCY COURT
 10 EASTERN DISTRICT OF CALIFORNIA
 11 SACRAMENTO DIVISION
 12

13 In re:
 14 CITY OF STOCKTON, CALIFORNIA,
 15 Debtor.

Case No. 2012-32118
 D.C. No. OHS-13
 Chapter 9

**ORDER APPROVING STIPULATION
 FOR ORDER PURSUANT TO 11 U.S.C.
 § 365(d)(4) FURTHER EXTENDING
 TIME WITHIN WHICH TO ASSUME
 OR REJECT 2009 LEASE
 AGREEMENT**

Date: October 28, 2013
 Time: 10:00 a.m.
 Dept: Courtroom 35
 Judge: Hon. Christopher M. Klein

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RECEIVED
 October 15, 2013
 CLERK, U.S. BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA
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1 Based on the City Of Stockton’s Motion For Order Approving Stipulation Pursuant To
2 11 U.S.C. § 365(d)(4) Extending Time Within Which To Assume Or Reject 2009 Lease
3 Agreement Dkt. No. 1146 (the “Motion”),¹ and good cause appearing therefor:

4 **IT IS HEREBY ORDERED** that the Stipulation is approved; and

5 **IT IS FURTHER ORDERED** that the time within which the City must assume or reject
6 the 2009 Lease Agreement under Bankruptcy Code § 365(d)(4) is hereby extended by 120 days
7 from October 28, 2013, through and including February 25, 2014; and

8 **IT IS FURTHER ORDERED** that the consent of Franklin and Wells Fargo to the
9 Stipulation satisfies Bankruptcy Code § 365(d)(4)(B)(ii) with regard to the 2009 Lease Agreement;
10 and

11 **IT IS FURTHER ORDERED** that each of the Stipulating Parties reserves all rights,
12 defenses and arguments other than those solely with respect to the extension of the time within
13 which the City must assume or reject the 2009 Lease Agreement. The rights reserved by the
14 Stipulating Parties include, but are not limited to, any issues raised in the Adversary Proceeding
15 (except any issues relating to the extension described in the Stipulation and this Order), and all
16 rights, defenses and arguments as to whether the 2009 Lease Agreement constitutes a “lease”
17 within the contemplation of § 365. Moreover, none of the Stipulating Parties waives any rights,
18 defenses and arguments by virtue of any failure to seek payment under the 2009 Lease Agreement
19 during the periods prior to the assumption or rejection of the 2009 Lease Agreement, and there
20 shall be no implication drawn from or prejudice resulting from any party’s failure to seek such
21 payment.

22 Dated: October 16, 2013

By the Court

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25 Ronald H. Sargis, Judge
26 United States Bankruptcy Court

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28 ¹ Initially capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Motion.