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JUN 19 2014 *OA*

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

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9 UNITED STATES BANKRUPTCY COURT
10 EASTERN DISTRICT OF CALIFORNIA
11 SACRAMENTO DIVISION
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13 In re:
14 CITY OF STOCKTON, CALIFORNIA,
15 Debtor.

Case No. 2012-32118
D.C. No. OHS-19
Chapter 9

**ORDER APPROVING STIPULATION
PURSUANT TO 11 U.S.C. § 365(d)(4)
FURTHER EXTENDING TIME
WITHIN WHICH TO ASSUME OR
REJECT UNEXPIRED LEASES OF
NON-RESIDENTIAL REAL
PROPERTY**

Date: June 19, 2014
Time: 9:30 a.m.
Dept: Courtroom 35
Judge: Hon. Christopher M. Klein

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1 Based on the City Of Stockton's Motion For Order Approving Stipulation For Order
2 Pursuant To 11 U.S.C. § 365(d)(4) Extending Time Within Which To Assume Or Reject
3 Unexpired Leases Of Non-Residential Real Property (the "Motion"), and good cause appearing
4 therefor:

5 **IT IS HEREBY ORDERED** that the period within which the City must assume or reject
6 the following five leases of non-residential real property (collectively, the "Leases") is extended
7 by 123 days through and including October 31, 2014:

8 1. Lease Agreement, dated as of June 1, 2003, by and between the Stockton Public
9 Financing Authority (the "Authority"), as sublessor, and the City, as sublessee, relating to
10 Certificates of Participation (Redevelopment Housing Projects), Series 2003A and Taxable Series
11 2003B;

12 2. Lease Agreement, dated as of March 1, 2004, by and between the Redevelopment
13 Agency of the City of Stockton (the "Agency"), as lessor, and the City, as lessee, relating to
14 Redevelopment Agency of the City of Stockton Revenue Bonds, Series 2004 (Stockton Events
15 Center-Arena Project) as amended;

16 3. Lease Agreement, dated as of June 1, 2004, by and between the Authority, as
17 lessor, and the City, as lessee, relating to Stockton Public Financing Authority Lease Revenue
18 Bonds, Series 2004 (Parking and Capital Projects);

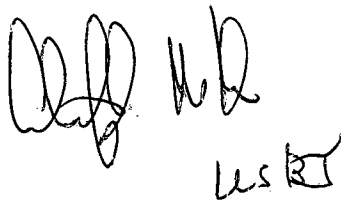
19 4. Lease Agreement, dated as of March 1, 2006, by and between the Authority, as
20 lessor, and the City, as lessee, relating to Stockton Public Financing Authority 2006 Lease
21 Revenue Refunding Bonds, Series A;

22 5. Lease Agreement, dated as of November 1, 2007, by and between the Authority, as
23 lessor, and the City, as lessee, relating to Stockton Public Financing Authority Variable Rate
24 Demand Lease Revenue Bonds, 2007 Series A (Building Acquisition Financing Project) and
25 Taxable Variable Rate Demand Lease Revenue Bonds, 2007 Series B (Building Acquisition
26 Financing Project); and

27 **IT IS FURTHER ORDERED** that the consent of the parties to the Stipulation satisfies
28 Bankruptcy Code § 365(d)(4)(B)(ii) with regard to the Leases; and

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IT IS FURTHER ORDERED that all parties in interest reserve all rights, defenses and arguments other than those solely with respect to the 123-day extension of the time within which the City must assume or reject the Leases. The rights reserved by the parties include, but are not limited to, the following: (1) all rights, defenses and arguments as to whether the Leases are “leases” within the meaning of section 365 of the Bankruptcy Code; and (2) all rights, defenses and arguments with respect to the unlawful detainer suits against the City in the California Superior Court for the County of San Joaquin, case numbers 39-2012-00277622-CU-UD-STK and 39-2012-280741-CU-UD-STK. Moreover, no party in interest waives any rights, defenses and arguments by virtue of any failure to seek payment under the Leases during the periods prior to the assumption or rejection of the Leases, and there shall be no implication drawn from or prejudice resulting from any party’s failure to seek such payment.

Handwritten signatures and initials in black ink, including a large signature on the left and initials 'MSR' on the right.