

requested in the Motion; and upon the First Day Declaration and the record of the hearing on the Motion; and all objections to the relief requested in the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The time for the Debtors' performance of ^{| monetary} obligations arising within sixty (60) days of May 15, 2020 under any unexpired lease of nonresidential real property is extended to and through July 13, 2020 ^{| at 5:00 p.m. (prevailing Central time)} (the "Extension Period"); *provided* that the Debtors shall not seek to further extend the Extension Period. Promptly upon the expiration of the Extension Period, the Debtors shall pay in full all deferred June 2020 and July 2020 Lease Obligations that, as of July 13, 2020, have not been abated or deferred pursuant to an agreement between the Debtors and the applicable landlord as of July 13, 2020; *provided* that the Debtors and the applicable landlord may agree to alternative payment terms with respect to a particular Lease Obligation. The Debtors' failure to timely perform their obligations (including failure to pay lease obligations) under an unexpired nonresidential real property lease during the Extension Period will not constitute a rejection or breach of any such lease, and the rights of all parties related to any payments or obligations accruing or due but unpaid by the Debtors are reserved.

2. All motions, applications, actions, or pleadings filed in these chapter 11 cases seeking to (a) lift the automatic stay as a result of the Debtors' failure to perform any obligations under any unexpired nonresidential real property lease, (b) compel the Debtors' performance of any obligation (including payment of rent) under any unexpired nonresidential real property lease, or (c) compel rejection, assumption, or assignment of any unexpired nonresidential real property leases by the Debtors, in each case, shall be stayed and tolled during the Extension Period unless

otherwise agreed by the Debtors; *provided* that all parties shall be permitted to seek relief from this Court with respect to exigent and unforeseen circumstances not otherwise inconsistent with this Order, including but not limited to where there is a threat of loss of life, risk to public welfare, environmental hazard, violation of federal, state, local law or regulation or other similar threat, and which the Debtors and such parties are unable to resolve consensually.

3. The relief in this Order is without prejudice to the Debtors' right to seek an abatement, suspension, or deferral of obligations under an unexpired nonresidential real property lease or other agreement pursuant to (a) agreement with the applicable landlord, (b) any provision of the Bankruptcy Code except section 365(d)(3), (c) state or other applicable law, or (d) the terms of a specific lease agreement.

4. Nothing in this Order shall be deemed to affect any rights of any party related to "stub rent."

5. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing contained in the Motion or this Order shall constitute, nor is it intended to constitute: (a) an admission as to the validity, priority, or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim or finding that any particular claim is an administrative expense claim or other priority claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates (g) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or

(h) a concession by the Debtors or any other party-in-interest that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Order are valid and the Debtors and all other parties-in-interest expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of all such liens. Any payment made pursuant to this Order should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party-in-interest's rights to subsequently dispute such claim.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

9. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. **

Signed: June 11, 2020.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

** The Court will conduct a hearing on July 13, 2020 at 12:00 p.m. (prevailing Central time).