

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<p>In re:</p> <p>BOUCHARD TRANSPORTATION CO., INC., <i>et al.</i>,<sup>1</sup></p> <p style="text-align: center;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 20-34682 (DRJ)</p> <p>(Jointly Administered)</p>
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**STIPULATION AND AGREED  
ORDER EXTENDING DEADLINE TO ASSUME OR  
REJECT A CERTAIN NONRESIDENTIAL REAL PROPERTY  
LEASE UNDER SECTION 365(D)(4) OF THE BANKRUPTCY CODE**

Bouchard Transportation Co., Inc. ("Bouchard Transportation Co.") and its debtor affiliates as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") and 58/68 S. Service Road SPE LLC (the "Lessor," and, together with the Debtors, the "Parties") respectfully submit this proposed stipulation and agreed order (this "Stipulation") and hereby stipulate and agree as follows:

**RECITALS**

**WHEREAS**, on September 28, 2020 and September 29, 2020 (as applicable to each Debtor, the "Petition Date"), the Debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), with the United States Bankruptcy Court for the Southern District of Texas (the "Court"). These chapter 11 cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) [Docket Nos. 30, 31];

**WHEREAS**, on January 8, 2021, the Court entered the *Order (I) Extending the Time Within which the Debtors Must Assume or Reject Unexpired Leases of Nonresidential Real*

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<sup>1</sup> Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/bouchard>. The location of the Debtors' service address is: 58 South Service Road, Suite 150, Melville, New York 11747.

*Property and (II) Granting Related Relief* [Docket No. 378], which extended the Debtors' deadline to assume or reject nonresidential real property leases under section 365(d)(4) of the Bankruptcy Code (the "365(d)(4) Deadline") through and including July 23, 2021.

**WHEREAS**, Bouchard Transportation Co. is party to an unexpired prepetition lease for nonresidential real property (the "Lease") with the Lessor regarding the Debtors' headquarters, located at 58 South Service Road, Suite 150 and Units LL110 and LL120, Melville, New York 11747;

**WHEREAS**, the Debtors and Lessor have mutually agreed to extend the Debtors' 365(d)(4) Deadline with respect to the Lease through and including August 31, 2021 (the "Extended Deadline").

**WHEREAS**, the Parties desire to memorialize their agreement in this Stipulation;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AND UPON APPROVAL BY THE COURT OF THIS STIPULATION, IT IS SO ORDERED AS FOLLOWS:**

1. The Debtors' 365(d)(4) Deadline with respect to the Lease is extended through and including the Extended Deadline; *provided* that if the Debtors file a motion to assume or reject the Lease prior to or on such date, the Debtors' 365(d)(4) Deadline with respect to the Lease shall be deemed extended through and including the date that the Court enters an order granting or denying such motion.

2. The extension of time granted pursuant to this Stipulation is without prejudice to the Debtors' rights, if any, to seek further extensions of the 365(d)(4) Deadline with respect to the Lease or any other executory contract or unexpired lease.

3. This Stipulation constitutes "prior written consent of the lessor," as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, and no further consent of Lessor shall be required

to extend the 365(d)(4) Deadline with respect to the Lease through and including the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief granted herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (e) an alteration, amendment, or other modification of the terms of the Lease.

5. The Parties are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

6. The Parties acknowledge that this Stipulation is the joint work product of the Parties, and that, accordingly, in the event of ambiguities, no inferences shall be drawn against any Party on the basis of authorship of this Stipulation.

7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

8. The Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

Houston, Texas  
Dated: \_\_\_\_\_, 2021

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DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE

**IN WITNESS WHEREOF**, and in agreement herewith, the Parties have executed and delivered

this Stipulation as of the date first set forth below.

Houston, Texas

July 21, 2021

/s/ Genevieve M. Graham

**JACKSON WALKER L.L.P.**

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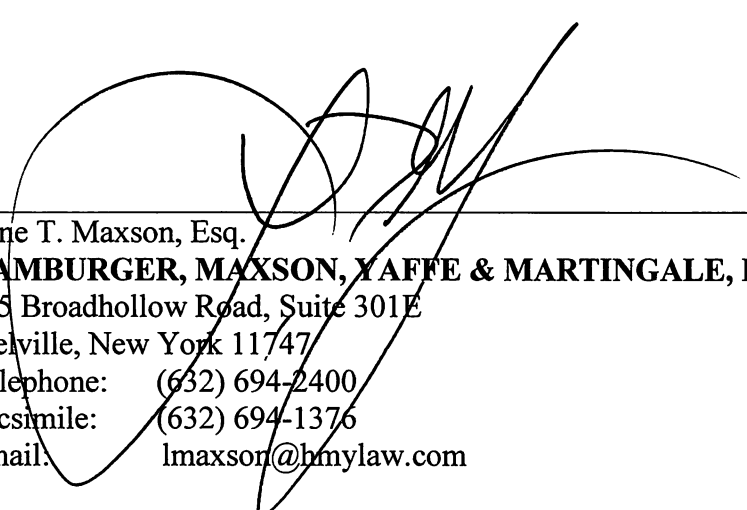
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