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UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

In Re ) No. 16-11767-CMA

NORTHWEST TERRITORIAL MINT, )  
LLC, ) Chapter 11

)  
Debtor. ) **[PROPOSED]**  
) **ORDER GRANTING LANDLORD’S**  
) **EMERGENCY MOTION TO**  
) **COMPEL IMMEDIATE AND**  
) **ONGOING COMPLIANCE WITH**  
) **LEASE AGREEMENT, AND FOR**  
) **ADEQUATE PROTECTION AND**  
) **ASSURANCES**

THIS MATTER came before the Court for consideration of the motion of Gatewood-California, LLC (“Landlord”) (i) to compel Chapter 11 Trustee Mark Calvert’s (“Trustee”) immediate and ongoing payment of all post-petition obligations due under Landlord’s lease agreement pursuant to 11 U.S.C. § 365(d)(3); (ii) for adequate protection to Landlord in the form of superpriority status and certain insurance coverage pursuant to 11 U.S.C. § 363(e); and (iii) for adequate assurances to Landlord in the form of escrow deposits and expedited relief from stay upon further default, pursuant to 11 U.S.C. § 365(b)(1). The Court, considered the Motion and the Declaration of George Humphrey, including the exhibits thereto, the responsive pleadings, if any, and the arguments of the parties. It is hereby

**[PROPOSED] ORDER GRANTING LANDLORD’S  
EMERGENCY MOTION - 1  
No. 16-11767-CMA  
126661.0001/6658961.1**

**LANE POWELL PC  
1420 FIFTH AVENUE, SUITE 4200  
P.O. BOX 91302  
SEATTLE, WA 98111-9402  
206.223.7000 FAX: 206.223.7107**

1 ORDERED that Trustee must comply with 11 U.S.C. § 365(d)(3) by immediately  
2 paying \$14,408.32 to Landlord for Debtor's post-petition obligations under the Lease  
3 Agreement, including appropriate late charges, and by paying Landlord's attorney's fees and  
4 costs incurred in bringing its Motion, pursuant to Lease Agreement, § 21.14.

5 ORDERED that Trustee must continue to comply with 11 U.S.C. § 365(d)(3) by  
6 timely performing Debtor's post-petition obligations under the Lease Agreement as those  
7 obligations come due, unless or until Trustee rejects the Lease Agreement.

8 ORDERED that Trustee must provide adequate protection in the form of either (i)  
9 proof of insurance policies in compliance with the Lease Agreements terms, including an  
10 owner policy issued a in Landlord's name, rather than as an additional insured, that protects  
11 Landlord in the event of hazards or contamination, or (ii) assurances from Debtor's insurance  
12 carrier that the Property is covered in the event of contamination, and from Trustee that  
13 Landlord has exclusive priority rights to all funds recovered and Trustee/Debtor will take any  
14 and all steps to ensure Landlord can recover on a claim, notwithstanding any later rejection  
15 of the Lease Agreement.

16 ORDERED that Trustee is required to provide adequate assurance of Debtor's ability  
17 to perform Debtor's ongoing obligations under the Lease Agreement by depositing \$30,000  
18 into escrow.

19 ORDERED that Landlord is permitted to seek relief from stay on five days' notice to  
20 Trustee upon any future default under the Lease Agreement.

21 /// END OF ORDER ///

22 Presented by

23 LANE POWELL PC

24 By /s/ James B. Zack

25 Mary Jo Heston, WSBA No. 11065

James B. Zack, WSBA No. 48122

26 Attorneys for Gatewood-California, LLC

[PROPOSED] ORDER GRANTING LANDLORD'S  
EMERGENCY MOTION - 2  
No. 16-11767-CMA

126661.0001/6658961.1

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