

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

	X	
	:	
In re	:	Chapter 9
	:	
CITY OF DETROIT, MICHIGAN,	:	Case No. 13-53846
	:	
Debtor.	:	Hon. Thomas J. Tucker
	X	

**STIPULATION BY AND BETWEEN THE
CITY OF DETROIT, MICHIGAN AND XEROX CORPORATION
REGARDING CONTRACTS AND CLAIM NUMBER 116**

The City of Detroit, Michigan (“City”) and Xerox Corporation (“Xerox”; and with the City, the “Parties”), file this *Stipulation by and Between the City of Detroit, Michigan and Xerox Corporation Regarding Contracts and Claim Number 116*.

WHEREAS, on October 21, 2013, Xerox filed claim number 116, asserting a prepetition unsecured claim in the amount of \$106,507.79 (“Claim 116”);

WHEREAS, on October 22, 2014, the City filed its *Eighth Amended Plan of the Adjustment of Debts of the City of Detroit (October 22, 2014)* (the “Plan,” Doc. No. 8045);

WHEREAS, the Plan became effective on December 10, 2014 (the “Effective Date”);

WHEREAS, Xerox informally asserted additional cure claims against the City (“Cure Claim”);

WHEREAS, the Parties have worked toward a consensual resolution of all matters between them;

WHEREAS, capitalized terms not defined herein have the meanings assigned to them in the Plan;

NOW, THEREFORE, the Parties stipulate and agree as follows:

1. Claim 116 is allowed under the Plan as a Class 15 Convenience Claim in the reduced amount of \$19,915.29. Within 60 days after the entry of the Order attached as an exhibit to this Stipulation, the City will pay to Xerox \$4,978.82 in complete satisfaction of Claim 116.

2. The Professional Services Contract Consisting of Leased Goods and Related Services Between City of Detroit, Michigan and Xerox Corporation, Contract No. 2862884 (“Contract”) is assumed by the City in accordance with the Plan as of the Effective Date. Within 60 days of the entry of the Order attached as an exhibit to this Stipulation, the City will pay to Xerox \$12,187.08 in full and final resolution of the Cure Claim. No other cure amounts, payment, compensation or other performance is necessary to satisfy the requirements relating to the City’s assumption of the Contract under section 365 of the Bankruptcy Code.

3. Other than the Claims identified in paragraphs 1 and 2 above, Xerox has no further Claims of any kind against the City as of the Effective Date. The City’s claims agent is authorized to update the claims register accordingly.

4. Xerox has not transferred or assigned any Claims of any kind it has against the City.

5. Nothing in this stipulation is intended to or will revive, reinstate, or affirm any rights, remedies, claims, or defenses of either Party against the other that expired or were otherwise barred, satisfied, released, waived, or discharged as of, or upon the occurrence of, the Effective Date of the Plan. This stipulation is not a modification of the Plan.

STIPULATED AND AGREED TO ON JANUARY 25, 2016 BY:

By: /s/ Marc N. Swanson

Jonathan S. Green (P33140)

Marc N. Swanson (P71149)

Ronald A. Spinner (P73198)

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ATTORNEYS FOR XEROX CORPORATION

**IN THE UNITED STATES BANKRUPTCY COURT
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CITY OF DETROIT, MICHIGAN,	:	Case No. 13-53846
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Debtor.	:	Hon. Thomas J. Tucker
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**ORDER APPROVING STIPULATION BY AND BETWEEN THE
CITY OF DETROIT, MICHIGAN AND XEROX CORPORATION
REGARDING CONTRACTS AND CLAIM NUMBER 116**

This matter having come before the Court on the *Stipulation by and Between the City of Detroit, Michigan and Xerox Corporation Regarding Contracts and Claim Number 116*; the Court having reviewed the Stipulation¹ and being otherwise apprised of the matter; and there being good cause; NOW THEREFORE IT IS ORDERED THAT

1. Claim 116 is allowed under the Plan as a Class 15 Convenience Claim in the reduced amount of \$19,915.29. Within 60 days after the entry of this Order, the City will pay to Xerox \$4,978.82 in complete satisfaction of Claim 116.

2. The Contract is assumed by the City in accordance with the Plan as of the Effective Date. Within 60 days of the entry of this Order, the City will pay to Xerox \$12,187.08 in full and final resolution of the Cure Claim. No other cure amounts, payment, compensation or other performance is necessary to satisfy the requirements relating to the City’s assumption of the Contract under section 365 of the Bankruptcy Code.

¹ Capitalized terms not defined in this Order have the meaning given to them in the Stipulation.

3. Other than the Claims identified in paragraphs 1 and 2 above, Xerox has no further Claims of any kind against the City as of the Effective Date. The City's claims agent is authorized to update the claims register accordingly.

4. No party may assert a claim against the City on the basis that it has been assigned a claim originally asserted by Xerox.

5. Neither the stipulation nor this Order revives, reinstates, or affirms any rights, remedies, claims, or defenses of the City or Xerox against each other that expired or were otherwise barred, satisfied, released, waived, or discharged as of, or upon the occurrence of, the Effective Date of the Plan. Neither the stipulation nor this Order modifies the Plan.