

**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.                    | : | Judge Thomas J. Tucker |
| -----X                     |   |                        |

**ORDER APPROVING STIPULATION BY AND BETWEEN THE  
CITY OF DETROIT, MICHIGAN AND IRON MOUNTAIN  
INFORMATION MANAGEMENT, LLC REGARDING  
CONTRACTS, CLAIMS, AND ADMINISTRATIVE EXPENSE REQUEST**

This case is before the Court on the *Stipulation by and Between the City of Detroit, Michigan and Iron Mountain Information Management, LLC Regarding Contracts, Claims, and Administrative Expense Request* (Docket # 10163, the “Stipulation”); the Court having reviewed the Stipulation<sup>1</sup> and being otherwise apprised of the matter; and there being good cause;

IT IS ORDERED THAT:

1. The Stipulation is approved to the extent set forth in this Order.
2. Claim number 3825 is allowed as a Class 14 Other Unsecured Claim in the amount of \$86,908.96.
3. Iron Mountain Information Management, LLC (“Iron Mountain”) has a claim for ordinary course expenses, as defined in Article II, Section A.2.b of the Plan, for \$250,670.46.
4. The City will pay Iron Mountain the sum of \$61,627.32 in full satisfaction of all post-Effective Date ordinary course charges for the Rejected Contracts.
5. By October 30, 2015, the City will make the payments set forth in paragraphs 3 and 4.

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



6. Claim numbers 1367 and 3822 are disallowed.

7. *Iron Mountain Information Management LLC's Reservation of Rights and Limited Objection to Assumption of Contracts and Proposed Cure Amounts* at Docket Number 9105 and *Iron Mountain Information Management LLC's Request for Payment of Administrative Expenses Pursuant to 11 U.S.C. §503(b)(1)* at Docket Number 9106 are withdrawn with prejudice.

8. The contracts between Iron Mountain and the City of Detroit ("City") representing account numbers 03141.0L177D, 03141.0DM382, 03141.0DT443, 22123.001826, 22123.090710, 03141.0DM384, 03141.0DM237, 03141.0L287D, 03141.0DM581, 03141.0DM387, and 03141.0L165D are rejected as of the Effective Date pursuant to Article II.D.6 of the Plan.

9. The contracts between Iron Mountain and the City representing account numbers 03141.0DN445 and 03141.0L167D (the "Assumed Contracts") are assumed in accordance with the Plan as of the Effective Date. The Order is sufficient notice of the actions provided for herein, and Iron Mountain has waived receipt of any notices that it may be entitled to receive under the Plan or the Contract Procedures Order regarding the Assumed Contracts. No other cure amounts, payment, compensation or other performance is necessary to satisfy the requirements relating to the City's assumption of the Assumed Contracts under section 365 of the Bankruptcy Code or otherwise.

10. The Parties will use commercially reasonable efforts to have the City retrieve from Iron Mountain the City's documents that Iron Mountain is storing pursuant to contracts 03141.0DM237, 03141.0L287D, and 03141.0DM581 by August 31, 2015. The Parties will use commercially reasonable efforts to have the City retrieve from Iron Mountain the City's

documents that Iron Mountain is storing pursuant to contracts 03141.0L177D, 03141.0DM382, 22123.090710, 03141.0DM384, 03141.0DM387, and 03141.0L165D by September 30, 2015.

Iron Mountain and the City will determine dates that are mutually convenient in arranging for the City to retrieve its documents. Iron Mountain is authorized to and will destroy the documents it is storing pursuant to contracts 03141.0DT443 and 22123.001826 and will use commercially reasonable efforts to do so by September 30, 2015. The amounts the City is to pay Iron Mountain pursuant to paragraphs 3 and 4 of this Order, along with the Claim allowed pursuant to paragraph 2 of this Order, are sufficient compensation for Iron Mountain's costs in closing out these contracts, including without limitation, making the documents available for pickup by the City. The dates set in this paragraph may be extended by agreement between the City and Iron Mountain without need for further Court order or payment.

11. Other than the allowed Class 14 Other Unsecured Claim described in paragraph 2 and the ordinary course expenses described in paragraphs 3 and 4 of this Order, Iron Mountain has no further claims of any kind against the City as of the Effective Date. The City's claim's agent is authorized to update the claims register accordingly.

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

13. Neither the stipulation nor this Order revives, reinstates, or affirms any rights, remedies, claims, or defenses of the City or Iron Mountain 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.

**Signed on August 26, 2015**

**/s/ Thomas J. Tucker**  
**Thomas J. Tucker**  
**United States Bankruptcy Judge**