

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
PUMPKIN PATCH LLC, ¹)	Case No. 09-12200 (BLS)
)	
Debtor.)	Re: D.I. 219, 247
)	
)	

**SUPPLEMENTAL ORDER APPROVING DEBTOR'S
SECOND OMNIBUS MOTION FOR ORDER PURSUANT
TO 11 U.S.C. §§ 105(a), 363(b) AND 365(a) AND FED. R. BANKR. P. 6006
(A) AUTHORIZING AND APPROVING AMENDMENTS
OF UNEXPIRED LEASES OF NONRESIDENTIAL REAL
PROPERTY AND (B) AUTHORIZING ASSUMPTION OF LEASES, AS AMENDED**

Upon the second omnibus motion (the "Second Omnibus Motion")² of the Debtor for entry of an order, under Bankruptcy Code sections 105(a), 363(b) and 365(a) and Bankruptcy Rule 6006, (a) authorizing the Debtor to enter into the Lease Amendments, each amending one of the Leases and (b) authorizing the Debtor to assume the Leases, as amended; and upon the Declarations; and due and sufficient notice of the Second Omnibus Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and upon the Limited Objection of Westfield, LLC and certain affiliates (each a "Westfield Landlord" and together the "Westfield Landlords") to the Second Omnibus Motion (the "Westfield Objection") with respect to certain leases (the "Westfield Leases") and lease amendments (the "Westfield Lease Amendments"); and the Court having held a hearing on

¹ The last four digits of Pumpkin Patch LLC's federal tax identification number are 4007. The mailing address for Pumpkin Patch LLC is 837 15th Street, #D, Santa Monica, CA 90403.

² [Docket No. 219]. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Second Omnibus Motion.

March 8, 2010 on the Second Omnibus Motion; and an order (the "Prior Order")³ having been entered granting the relief sought in the Second Omnibus Motion with respect to Leases other than the Westfield Leases and adjourning the hearing on the Second Omnibus Motion with respect to the Westfield Leases and the Westfield Lease Amendments; and it appearing Debtor and the Westfield Landlords having resolved the Westfield Objection; and it appearing that the relief requested by the Second Omnibus Motion, to the extent granted herein, is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and after due deliberation thereon; and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Second Omnibus Motion is GRANTED as to the Westfield Leases and Westfield Lease Amendments, as provided herein.
2. Each of the Westfield Lease Amendments is approved and all of its terms and conditions shall be valid and binding against the Debtor and each Westfield Landlord.
3. The Debtor is authorized to assume the Westfield Leases, each as amended by a Westfield Lease Amendment, with such assumption effective as of the date of this Order.
4. Within 30 days after the date of this Order the Debtor is authorized and directed to make the cure payments to each of the Westfield Landlords to the extent provided in the table attached hereto as **Exhibit A** (except to the extent such cure payments have already been made).

³ [Docket No. 247].

5. To the extent that **Exhibit A** reflects a net credit owed by a Westfield Landlord to the Debtor, the Debtor is authorized to set off such amounts as against rentals payable after the date this Order is entered until such net credits have been satisfied.

6. Except as set forth herein, the cure amounts and net credits set forth on **Exhibit A** hereto and paid pursuant to this Order (together with any amounts which may be billed in accordance with the terms of the Westfield Leases as of March 1, 2010 and thereafter), shall be in full and final satisfaction of any amounts owing under the Westfield Leases by the Debtor and the Westfield Landlords, and each of the Debtor and the Westfield Landlords are forever barred from asserting any claims against the other relating to rentals payable under the Westfield Leases, provided, however, that this paragraph shall not prevent the assertion and enforcement of claims that have accrued, whether or not a claim has yet been asserted, against which the Debtor or a Westfield Landlord is required, pursuant to the terms of the applicable Westfield Lease, to defend, indemnify and/or hold the other harmless, including, without limitation, claims by any third parties for damage to property or personal injuries.

7. This Court shall retain jurisdiction with respect to any and all matters relating to or arising from the interpretation or implementation of this Order.

Dated: Wilmington, Delaware
March 25, 2010



HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Tenant	Landlord	Cure Amount
Pumpkin Patch, LLC	Annapolis Mall Limited Partnership	(\$2,256.22)
Pumpkin Patch, LLC	Mainplace Shoppingtown LLC	\$1,000.00
Pumpkin Patch, LLC	EWB Escondido Associates, L.P. and North County Fair LP	(\$19,621.06)
Pumpkin Patch, LLC	Plaza Bonita LP	\$20,194.68
Pumpkin Patch, LLC	Roseville Shoppingtown LLC	(\$642.39)
Pumpkin Patch, LLC	Santa Anita Shoppingtown LP	\$11,166.89
Pumpkin Patch, LLC	Sherman Oaks Fashion Associates, LP	(\$7,127.58)
Pumpkin Patch, LLC	WEA Southcenter LLC	(\$7,701.14)
Pumpkin Patch, LLC	Westfield Topanga Owner LP	(\$11,134.86)
Pumpkin Patch, LLC	Valencia Town Center Venture, L.P.	\$6,337.16
Pumpkin Patch, LLC	VF Mall LLC	\$1,894.94