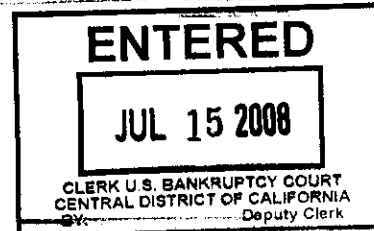
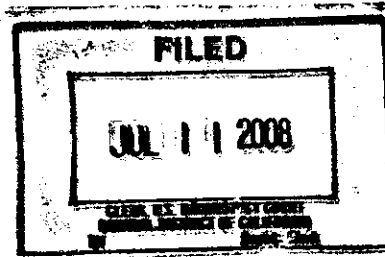


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6
7 Bankruptcy Counsel for eStyle, Inc.
Debtor and Debtor in Possession



8
9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

11 In re
12 ESTYLE, INC., a Delaware corporation,
13 dba babystyle, Cadeau, and Cadeau
14 Designs,
15 Debtor.

16
17
18 Tax Id. # 95-4712564

Case No. 2:08-bk-13518-SB

Chapter 11

**ORDER (1) EXTENDING TIME TO
ASSUME OR REJECT UNEXPIRED
LEASES OF NONRESIDENTIAL REAL
PROPERTY, (2) APPROVING A
PROCEDURE FOR THE REJECTION OF
SUCH LEASES, AND (3) GRANTING
OTHER RELATED RELIEF**

DATE: June 24, 2008
TIME: 2:00 p.m.
PLACE: U.S. Bankruptcy Court
Courtroom 1575
255 East Temple Street
Los Angeles, CA 90012

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23 The motion (the "Motion") by eStyle, Inc., the debtor in possession in the above
24 captioned case (the "Debtor"), for an Order (1) Extending Time to Assume or Reject
25 Unexpired Leases of Non-Residential Real Property, (2) Approving a Procedure for the
26 Rejection of Such Leases; and (3) Granting Other Related Relief, came on for hearing
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28

1 before this Court on June 24, 2008, at 2:00 p.m. Appearances are as noted in the
2 record.

3 Having considered the Motion, the limited objections thereto, and the Debtor's
4 reply to said limited objections, the resulting resolution of the limited objections, and good
5 cause appearing therefor,

6 **IT IS HEREBY ORDERED** as follows:

7 1. The Debtor's deadline to assume or reject leases of nonresidential
8 real property that have not been previously rejected (the "Leases" and, with respect to
9 any particular lease included as part of the Leases, a "Lease") is extended to October 15,
10 2008. This extension shall not serve to extend the Debtor's right to occupy premises
11 pursuant to a Lease that has expired or will expire on its own terms prior to October 15,
12 2008.

13 2. The Debtor shall serve, by electronic mail, overnight mail or telecopy,
14 written notice (the "Rejection Notice") of any proposed future rejection of a Lease in this
15 case on the following parties (the "Rejection Notice Parties"): (i) the affected landlord
16 (and any counsel of record); (ii) counsel to the Unsecured Creditors' Committee; (iii)
17 counsel to the Debtor's secured lenders (Wachovia, GRP, and Oak); (iv) the Office of the
18 United States Trustee; and (v) any party that has requested special notice in this case.

19 3. Objections, if any, to the proposed rejection of a Lease must be
20 served on the Rejection Notice Parties and received by the Debtor's counsel so as to be
21 received on or before seven (7) days following the date of service of the Rejection Notice
22 (the "Objection Deadline").

23 4. If no objection to the Rejection Notice is received on or before the
24 Objection Deadline, the rejection of a Lease will become effective (the "Effective Date")
25 on the later of (a) the Objection Deadline, or (b) the date that the premises under a Lease
26 is turned over to the landlord by delivering keys, alarm codes, etc. to the landlord in
27 broom clean condition.

28

1 5. If an objection (an "Objection") to the Rejection Notice is timely
2 served by the affected landlord, the Debtor shall promptly schedule a hearing for the
3 consideration of the Objection. If such Objection is overruled or withdrawn, the rejection
4 of the affected Lease shall be deemed effective in accordance with paragraph 4 above
5 and such rejection shall automatically become final without further act or order of the
6 Court. In the event of an objection by a third party (i.e. not the affected landlord), the
7 rejection will not become effective until the entry of an order by the Court disposing of
8 such third-party objection.

9 6. The Debtor will make reasonable efforts to deliver the keys for the
10 premises under a rejected Lease directly to the landlord by or on the Effective Date. If
11 the Debtor is unable to deliver the keys to the landlord, the Debtor will leave the keys with
12 a third party designated by the applicable landlord by or on the Effective Date.

13 7. With respect to any personal property of the Debtor located at any of
14 the premises for a rejected Lease, the Debtor shall remove such property by or on the
15 Effective Date; provided, however, if the Debtor determines that the value of the property
16 at a Premises has a *de minimis* value or the cost of removing the property exceeds the
17 value of such property, the Debtor shall generally describe the property in the Rejection
18 Notice and, absent a timely Objection, the property will be deemed abandoned to the
19 landlord pursuant to section 554 of the Bankruptcy Code, as is, where is, effective as of
20 the date of the rejection of the underlying unexpired Lease.

21 8. The Rejection Notice and notice of abandonment described in
22 paragraph 8 above, will be delivered to any third-party personal property lessors, with the
23 requirement that they remove any property by the Effective Date of the rejection of any
24 lease.

25 9. Upon the Effective Date of rejection, any property abandoned to the
26 landlord is abandoned without liability to any third parties so that the landlord may
27 dispose of such property in its sole discretion.

28

1 10. The deadline for a landlord to file a Proof of Claim for damages it
2 may incur as a result of the Debtor's rejection of the subject Lease (as well as for any
3 other claim it may have against the Debtor) shall be the later of (i) any general claims bar
4 date established in this bankruptcy case, and (ii) thirty (30) days after the Effective Date
5 of the rejection of a lease.

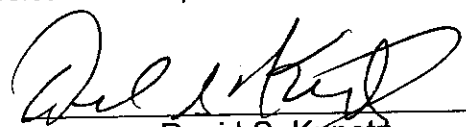
6 DATED: JUL 11 2008



HON. SAMUEL L. BUFFORD
UNITED STATES BANKRUPTCY JUDGE

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8
9
10 PRESENTED BY:

11 **SulmeyerKupetz**
A Professional Corporation

12
13 By: 

David S. Kupetz
14 Bankruptcy Counsel for eStyle, Inc.,
15 Debtor and Debtor in Possession

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NOTICE OF ENTRY SERVICE LIST

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