

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

IN RE:

**STIPULATION TO
EXTEND TIME**

CASE NO. _____

Debtor(s).

The undersigned hereby agree as follows:

1. That the above-entitled debtor(s) filed a petition initiating a case under Chapter 13 of the Bankruptcy Code.
2. That during the course of the examination of the debtor's affairs, the Trustee discovered certain alleged transfers which may constitute causes of action under bankruptcy law, other relevant federal law, or applicable state law.
3. The transferee in the above referenced transfer is: _____.
4. That the proposed Chapter 13 plan of the debtor(s) would sufficiently compensate the bankruptcy estate for any damages which may arise from the prosecution of said causes of action by the Trustee.
5. That the parties are desirous of avoiding unnecessary litigation in the event that the plan is completed and the estate is paid an amount equal to these alleged damages.
6. That the parties are aware of certain time limits which are contained in the Bankruptcy Code, other relevant federal law and applicable state law, which may cause statutes of limitations and other time limits to prosecute said actions to expire prior to the completion of the plan.
7. That in consideration of the forbearance by the Trustee of litigation, in consideration of the payments to the plan by the debtors and completion of those payments, and in consideration of the desire of all parties to avoid litigation, the parties hereby stipulate and agree to extend any and all statute of limitations and other time limits applicable to any alleged causes of action arising in favor of the Trustee against the following parties under the following conditions:
 - a. That the debtor(s), under penalty of perjury, have disclosed to the Court and Trustee any and all property rights which they have, including any and all transfers of property which have occurred during the six years preceding the filing of the Bankruptcy petition;
 - b. That in connection with the above, the debtor(s) have disclosed fully the names and addresses of any persons involved in said transfers, whether as transferees, witnesses, participants, or other people, corporations, who may have knowledge of said transfers;

- c. That any and all other signatories to this Stipulation have disclosed fully the names and addresses fully of any parties to said transfers of property or alleged causes of action, witnesses, participants, or other people, corporations or organizations who may have knowledge of said transfers;
- d. That the signatories to this agreement agree not to transfer any of the property alleged to be the subject of this Stipulation without the prior consent of the signatories herein, including, but not limited to, real property owned by the debtor(s);
- e. That the parties agree that in the event the plan is completed according to its original terms or the terms as modified and confirmed by the Bankruptcy Court, that the Trustee shall, if requested, sign full releases releasing all parties herein from any alleged causes of action;
- f. That in the event the case is dismissed, the parties agree that applicable Statutes of Limitation of bankruptcy law, federal law, and state law shall have been tolled during the pendency of the case and until the case is administratively closed in the Bankruptcy Court;
- g. That in the event that the case is converted, the parties agree that the applicable statutes of bankruptcy law, federal law, and applicable state law will apply measured from the initial 341 Meeting of Creditors conducted by the Chapter 7 Trustee, or if this matter is converted to Chapter 11, by the U.S. Trustee or its designee.

Signatories to this Stipulation agree that all the representations above are made under oath and that they are aware of the criminal penalties of perjury which may exist.

Dated:

Julie Philippi, Chapter 13 Trustee

Attorney for Debtor(s)

Debtor

Debtor

Recipient of Transfer

SO ORDERED.

Dated:

U.S. Bankruptcy Judge, WDNY