

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
(Eastern Division)

In re:

SW BOSTON HOTEL VENTURE, LLC, *et al.*¹

Debtors.

Chapter 11

Case No. 10-14535-JNF

(Jointly Administered)

**ORDER GRANTING MOTION BY SW BOSTON HOTEL VENTURE, LLC
(A) TO APPROVE AMENDMENT OF AGREEMENT BETWEEN SW BOSTON HOTEL
VENTURE, LLC AND CULINARY CONCEPTS (BOSTON) LLC,
(B) TO AUTHORIZE ASSUMPTION AND ASSIGNMENT OF AMENDED
AGREEMENT, AND (C) FOR RELATED RELIEF**

This matter having come before the Court on the *Motion by SW Boston Hotel Venture, LLC (A) to Approve Amendment of Agreement between SW Boston Hotel Venture, LLC and Culinary Concepts (Boston) LLC, (B) to Authorize Assumption and Assignment of Amended Agreement, and (C) for Related Relief* (the "Motion") [Docket No. ___] by SW Boston Hotel Venture, LLC and the Affiliated Debtors (collectively, the "Debtors"); and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 11 U.S.C. §§ 105, 363 and 365 and 28 U.S.C. §§ 157 and 1334; and notice of the Motion being good and sufficient notice under the circumstances; and the Court having held a hearing (the "Hearing") on the Motion on May 24, 2011; a limited objection having been filed by Culinary Concepts (Boston) LLC ("Culinary Concepts"); that objection having been resolved and it appearing from the record before the Court that sufficient cause exists for the entry of this order;

¹ The debtors in these jointly administered cases besides SW Boston are Auto Sales & Service, Inc. ("Auto Sales"), General Trading Company ("General Trading"), Frank Sawyer Corporation ("Sawyer Corporation"), 100 Stuart Street, LLC ("Stuart Street"), General Land Corporation ("General Land"), 131 Arlington Street Trust ("Arlington Street") and 30-32 Oliver Street Corporation ("Oliver Street") (the "Affiliated Debtors").

THE COURT FINDS AS FOLLOWS:

A. SW Boston's decision to execute the Second Amendment (the "Second Amendment") to the Restaurant Management Agreement between SW Boston and Culinary Concepts (Boston) LLC dated as of September 11, 2009, as amended by the First Amendment to Restaurant Management Agreement dated as of May 3, 2010 (the "Restaurant Agreement") is an appropriate exercise of the SW Boston's business judgment and is approved.

B. The Court has, contemporaneously with this Motion, also heard and considered the Debtor's Motion For Order (I) Authorizing The Sale Of the Debtor's Commercial Unit, Parking Garage Unit and Related Assets Free and Clear Of All Liens, Claims, Interests And Encumbrances, (II) Authorizing The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases In Connection Therewith And (III) Granting Related Relief (the "Sale Motion").

C. On May 24, 2011, the Court issued and entered the Order (i) Authorizing the Sale of the Debtor's Commercial Unit, Parking Garage Unit and Related Assets Free And Clear Of All Liens, Claims, Interests and Encumbrances, (ii) Authorizing The Assumption And Assignment OF Certain Executory Contracts and Unexpired Leases In Connection Therewith and (iii) Granting Related Relief (the "Sale Order").

D. In the Sale Order, the Court made extensive findings of fact and conclusions of law, which findings and conclusions are incorporated herein in their entirety.

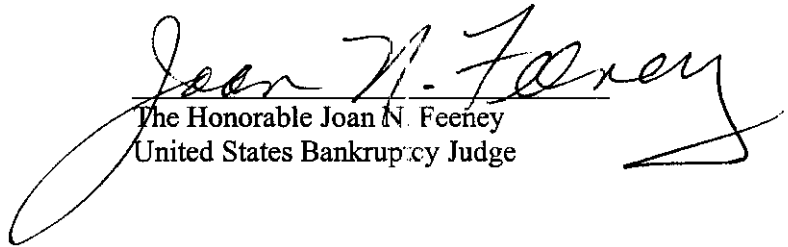
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NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

AS FOLLOWS:

1. Subject to all terms, conditions, obligations, limitations and requirements set forth in the Sale Order, the Motion is granted.
2. SW Boston is authorized to execute the Second Amendment.
3. The Restaurant Agreement, as amended by the Second Amendment, shall be assumed and assigned to the successful Purchaser, as that term is defined in the Sale Order, as to the extent, and subject to the all terms, conditions, obligations, limitations and requirements set forth in the Sale Order.
4. In the event of any inconsistency between this Order and the Sale Order, the Sale Order shall control.

Dated: May 24, 2011


The Honorable Joan N. Feeney
United States Bankruptcy Judge

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