

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF RHODE ISLAND**

In re:	)	
	)	Chapter 11
UTGR, INC. d/b/a TWIN RIVER, <u>et al.</u> , <sup>1</sup>	)	Case No. 09-12418 (ANV)
	)	
Debtors.	)	Jointly Administered
	)	

**STIPULATION AND CONSENT ORDER MODIFYING AUTOMATIC STAY**

The above-captioned debtors and debtors in possession in these chapter 11 cases (collectively, the “Debtors”), and Therese Bultot (“Bultot,” and with the Debtors, the “Parties”), by and through their respective counsel, hereby enter into this stipulation and consent order (the “Stipulation”) and stipulate and agree as follows:

**WHEREAS**, Bultot has filed a personal injury claim arising from injuries sustained as a result of the alleged negligence of one or all of the Debtors associated with a slip-and-fall incident at the Twin River casino facility in Lincoln, Rhode Island, on November 7, 2008 (the “Bultot Incident”);

**WHEREAS**, on June 23, 2009 (the “Petition Date”), each of the Debtors commenced a case (collectively, the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), by filing a voluntary petition for relief with the United States Bankruptcy Court for the District of Rhode Island (the “Bankruptcy Court”);

**WHEREAS**, on May 28, 2010, Bultot filed the Motion for Relief from Automatic Stay and Related Relief [Docket No. 680] (the “Bultot Motion”); and

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<sup>1</sup> The Debtors in these chapter 11 cases are BLB Management Services, Inc., BLB Worldwide Holdings, Inc., and UTGR, Inc.

**WHEREAS**, after due deliberation, the Parties have agreed, pursuant to and in accordance with the conditions and agreements set forth herein, to Bultot being granted relief from the automatic stay for the sole and limited purpose of pursuing and recovering insurance proceeds from the insurance policy maintained by the Debtors that covers the Bultot Incident.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and between the Parties to this Stipulation that:

1. This Stipulation shall not become effective unless and until it is approved and entered by the Bankruptcy Court.

2. The Debtors stipulate and agree to grant Bultot relief from the automatic stay under section 362(d) of the Bankruptcy Code for the sole purpose of pursuing and recovering insurance proceeds from the insurance policy maintained by the Debtors that covers the Bultot Incident.

3. Nothing contained in the Debtors' plan of reorganization or any other related document or order shall preclude Bultot from pursuing and recovering insurance proceeds from the insurance policy maintained by the Debtors that covers the Bultot Incident, as provided in paragraph 2 above.

4. Except for allowing Bultot to so pursue and to recover insurance proceeds from the insurance policy(ies) maintained by the Debtors at the time of the Bultot Incident, the automatic stay shall remain in full force and effect for all other purposes that apply to Bultot and to any other claims purportedly held by Bultot against the Debtors.

5. The modification of the automatic stay set forth herein shall have no effect as to parties that are not a Party to this Stipulation, and the automatic stay shall remain in full force

and effect with respect to such parties and their claims or causes of action, if any, against the Debtors or their estates.

6. Neither this Stipulation, nor any terms contained herein shall be offered or received in evidence or in any way referred to in any legal action or administrative proceeding among or between the Parties, other than as may be necessary: (a) to obtain approval of or to enforce this Stipulation; (b) to seek damages or injunctive relief in connection with any violation(s) of the terms of this Stipulation; or (c) to inform a necessary party or court adjudicating in respect to the Bultot Incident that the automatic stay is being modified for the sole, limited purposes set forth herein.

7. The Debtors and Bultot are authorized to take all actions necessary to effectuate the relief provided by this Stipulation.

8. Each person who executes this Stipulation by or on behalf of each respective Party warrants and represents that he or she is duly authorized and empowered to execute and deliver this Stipulation on behalf of such Party.

9. This Stipulation may be executed in multiple counterparts, any of which may be transmitted by facsimile, and each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. This Stipulation shall not be modified, altered, amended, or vacated without written consent of all Parties hereto. Any such modification, alteration, amendment, or vacation, in whole or in part, shall be subject to the approval of the Bankruptcy Court.

11. The Bankruptcy Court shall have sole and exclusive jurisdiction over the enforcement of the terms of this Stipulation, as well as with respect to all matters arising from or related to the implementation of this Stipulation, and the Parties hereby consent to such

jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation. Any motion or application brought before this Court to resolve a dispute arising from or related to this Stipulation shall be brought on notice as provided by and in accordance with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules and Forms for the United States Bankruptcy Court for the District of Rhode Island.

12. This order is not stayed under Federal Rule of Bankruptcy Procedure 4001(a)(3).

Dated: June 15, 2010

**WINOGRAD, SHINE & ZACKS, P.C.**

**LAW OFFICE OF WILLIAM G. SAVASTANO**

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Counsel for the Debtors and Debtors in Possession

Date: June 15, 2010  
Providence, Rhode Island

**SO ORDERED.**

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Arthur N. Votolato  
United States Bankruptcy Judge