

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS  
(Eastern Division)**

**In re:**

**SW BOSTON HOTEL VENTURE, LLC, *et al.***<sup>1</sup>

**Debtors.**

**Chapter 11**

**Case No. 10-14535-JNF**

**(Jointly Administered)**

**ORDER REGARDING MOTION BY SW BOSTON HOTEL  
VENTURE, LLC FOR AUTHORITY TO LEASE CONDOMINIUM UNITS  
IN THE ORDINARY COURSE OF BUSINESS**

Upon the motion (the "Motion") of SW Boston Hotel Venture, LLC (the "Debtor"), one of the above-captioned debtors and debtors-in-possession (collectively the "Debtors") for entry of an Order, pursuant to Section 363 of the Bankruptcy Code, authorizing the Debtor to lease a select number of condominium units located at the W Boston Hotel and Residences; and due notice having been provided as set forth in the Motion; and a hearing having been held on August 26, 2010 to consider the relief requested in the Motion (the "Hearing"); and upon the record of the Hearing and all of the proceedings had before the Court; and due deliberation and good and sufficient cause appearing therefor; and it appearing that no party will be prejudiced by the entry of this Order;

It is **HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. The Motion is granted.

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<sup>1</sup> The other Debtors in the jointly administered cases are Auto Sales & Service, Inc. (Case No. 10-14528-JNF), General Trading Company (Case No. 10-14532-JNF), Frank Sawyer Corporation (Case No. 10-14533-JNF), 100 Stuart Street, LLC (Case No. 10-14534-JNF), 30-32 Oliver Street Corporation (Case No. 10-16173-JNF) General Land Corporation (Case No. 10-16174-JNF), and 131 Arlington Street Trust (Case No. 10-16177-JNF).

2. In connection with implementing the authority granted in this Order, the Debtor shall comply in all respects with those provisions of the Condominium Marketing Licensing Agreement (“CMLA”) executed by the Debtor and Starwood Hotels and Resorts Worldwide, Inc. (“Starwood”), and the Hotel Management Agreement (“HMA”) executed by the Debtor and W Hotel Management, Inc., an affiliate of Starwood, relating to or implicated by the Debtor’s efforts toward and lease of condominium units at the Property, including, but not limited to, the following: (i) the CMLA’s provisions requiring that all leasing activity occur in connection with a program and parameters approved by Starwood, and, in particular, that Starwood’s prior approval be obtained as to marketing materials, marketing methods and brand standards; (ii) the CMLA’s provisions affording Starwood review and approval rights of the form of lease to be used; (iii) the CMLA’s restrictions on the length of leases such that no lease shall be for a period of less than six month’s in duration; (iv) the HMA’s provisions relating to use of, and payment for, Hotel resources and amenities by residents of the residential condominiums; and (v) the CMLA’s provisions requiring payment to Starwood of a license fee relating to rental proceeds equal to four percent (4%) of gross rental proceeds.

Dated: August 27, 2010

  
The Honorable Joan N. Feeney  
United States Bankruptcy Judge