

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

)	
In re:)	
)	
SW BOSTON HOTEL VENTURE LLC,)	Chapter 11
<i>et al.</i>)	Case No. 10-14535-JNF
)	
Debtors.)	
)	<i>(Jointly Administered)</i>

**MOTION BY DEBTORS FOR ADMINISTRATIVE ORDER
ESTABLISHING PROCEDURES FOR INTERIM COMPENSATION
AND REIMBURSEMENT OF EXPENSES OF PROFESSIONALS**

Pursuant to 11 U.S.C. §§ 105(a) and 331, Rule 2016 of the Federal Rules of Bankruptcy Procedure and MLBR 9009-2, SW Boston Hotel Venture LLC (“SW Boston”), General Trading Company (“General Trading”), Frank Sawyer Corporation (“Sawyer Corporation”), 100 Stuart Street LLC (“Stuart Street”) and Auto Sales & Service, Inc. (“Auto Sales” and together with SW Boston, General Trading, Sawyer Corporation and Stuart Street the “Debtors”), the above-captioned debtors and debtors-in-possession, respectfully request that this Court enter an order establishing procedures for interim compensation and reimbursement of expenses of Chapter 11 professionals on a monthly basis. In support of this Motion, the Debtors respectfully represent as follows:

Jurisdiction

1. This Court has jurisdiction to consider and determine this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested in this Motion are Sections 105(a) and 331 of the Bankruptcy Code and MLBR 9009-2.

BACKGROUND

1. On April 28, 2010 (the “Petition Date”), the Debtors each filed voluntary petitions under Chapter 11 the United States Bankruptcy Code (“Bankruptcy Code”) in the United States Bankruptcy Court for the District of Massachusetts (the “Court”).

2. The Debtors continue to operate as debtors in possession pursuant to Sections 1107 and 1108 of the Code.

3. On May 13, 2010, the Office of the United States Trustee appointed an Official Committee of Unsecured Creditors in this proceeding (the “Committee”).

4. The W Boston Hotel and Residences project (the “Project”) opened on October 29, 2009, and comprises a 350,650 square foot, 26-story building located at 100 Stuart Street in the heart of Boston’s Theatre District. The Project contains the 235–room, four-star Hotel, the 122 condominium units, and a two-level underground parking garage with capacity for 142 vehicles (the “Garage”).

5. The Project was designed by the internationally-known architectural firm of William Rawn and Associates Architects, together with the architect of record TRO/Jung Brannen, Inc.

6. The Hotel is branded as a “W” Hotel – the only W Hotel in New England – and serves Boston’s many national and international business travelers and tourists. The Hotel is operated by Starwood Hotels and Resorts Worldwide, Inc. through its affiliate, W Hotel Management, Inc. The Hotel includes a retail store operated by Wink Retail Group, Inc., an affiliate of Starwood, a signature restaurant operated by Cullinary Concepts (Boston) LLC at a prominent location along Tremont Street, and will also include a second floor spa with a first floor entrance and related retail space on the Stuart Street side of the Project (the “Spa”). The

Hotel is also planned to include a below-grade theme bar/lounge with an entrance adjacent to the spa entrance on Stuart Street (the "Theme Lounge"). The Spa is in the final stages of construction and the Theme Lounge is planned to open in the fall. The Hotel Operator will operate the Spa and the Theme Lounge.

7. The Hotel restaurant, Market by Jean-Georges Vongrichen, is a 6,000 square foot, first-class, full-service restaurant that occupies the entire first floor of the Hotel along Tremont Street. Market is an important amenity for the city's visitors and theatre-goers.

8. The condominium units consist of 122 studio, one (1), two (2) or three (3) bedroom luxury condominium units. The list prices for the condominium units range from \$600,000 to over \$4,000,000.

9. The Debtors filed these cases in order to preserve the value of their assets and their opportunity to reorganize.

Professionals

10. Pursuant to Section 327 and/or 328 of the Bankruptcy Code, the Debtors have filed applications to approve the retention of (a) Hanify & King, Professional Corporation, as bankruptcy counsel to the Debtors; (b) Argus Management Corporation as their financial advisor; (c) Gilmartin, Magence & Ross, LLP as special conveyancing counsel, (d) Edwards Angell Palmer & Dodge LLP as special real estate counsel, and (e) Otis & Ahearn, Inc. as real estate broker. In addition, the Committee, has engaged Jager Smith, P.C as its counsel.

Relief Requested

11. The Debtors request the entry of an order authorizing and establishing procedures for compensating and reimbursing the professionals employed by authority of the Court pursuant to Sections 327, 328 and 1103 (as applicable) (the “Professionals”) on a monthly basis, comparable to those procedures established in other Chapter 11 cases in this District and conforming to the procedures set forth in MLBR Appendix 6(b).¹ Such an order will enable this Court, the United States Trustee, and all other parties in interest to monitor effectively the Professionals’ fees and expenses incurred in these cases. See, e.g., In re ACT Mfg., Inc., 281 B.R. 468, 779 (Bankr. D. Mass. 2002); see also In re Malden Mills Indus., Inc., 281 B.R. 493 (Bankr. D. Mass. 2002).

12. The Debtors have received interim authority to use cash collateral of their prepetition lenders and seek continuing authority to use cash collateral. In connection with those requests, the Debtors have submitted certain budgets demonstrating postpetition income and expenses (the “Budgets”). The Budgets contains line items for professional fees.

13. As set forth in MLBR Appendix 6(b), the Debtors propose that the monthly payment of compensation and reimbursement of expenses be structured as follows:

(1) Scope of Applicability

All professionals retained in these Chapter 11 cases pursuant to 11 U.S.C. §§ 327 and 328 and 1103 (each, a “Professional”) must seek postpetition interim compensation pursuant to the order approving these procedures (the “Administrative Fee Order”), unless otherwise ordered by the Court.

(2) Submission and Monthly Fee Statements

On or before the twenty-fifth (25th) day of the month following the month for which compensation is sought, each Professional seeking compensation pursuant to this

¹ The only changes to Appendix 6(b) to the proposed compensation procedures are the clarification regarding the timing for payment of the 10% Holdback.

Administrative Fee Order shall serve a monthly fee and expense statement (the "Monthly Fee Statement") upon the following persons (collectively, the "Notice Parties"):

- (A) the Debtors, SW Boston Hotel Venture, LLC, 200 Newbury Street, Boston, Massachusetts 02116 (Attn: Steven Kravetz and John Haggerty, financial advisor);
- (B) counsel to the Debtors, Hanify & King, Professional Corporation, One Beacon Street, Boston, Massachusetts 02108 (Attn: Harold B. Murphy, Esq.);
- (C) the Office of the United States Trustee, John W. McCormack Post Office and Court House, 5 Post Office Square, Boston, Massachusetts 02109 (Attn: Paula Bachtel, Esq.);
- (D) counsel to the Committee, Jager Smith, P.C., One Financial Center, Boston, Massachusetts 02111 (Attn: Michael Fencer, Esq.) and any financial advisors of the Committee, upon approval of their retention by the Court;
- (E) counsel to Prudential Insurance Company of America and Prudential Real Estate Investors, Goodwin Procter LLP, 620 Eighth Avenue, New York, New York, 10018 (Attn: Emanuel C. Grillo, Esq.); and
- (F) any other party the Court may so designate.

(3) Content of Monthly Fee Statement

Each Monthly Fee Statement shall contain an itemization of time spent and the applicable hourly rate. Unless otherwise ordered by the Court, all timekeepers must maintain contemporaneous time entries in increments of one-tenth (1/10th) of an hour, which may be redacted when appropriate to maintain privilege or confidentiality.

(4) Review Period

Each person receiving a Monthly Fee Statement shall have twenty (20) days after service of the Monthly Fee Statement to review it and serve an objection (the "Objection Period").

(5) Payment

In the absence of a timely-served objection, the Estate Representative (as defined below) will promptly pay each Professional an amount (the "Interim Payment") equal to the lesser of (i) ninety percent (90%) of the fees and one-hundred percent (100%) of the expenses requested in the Monthly Fee Statement, or (ii) ninety percent (90%) of the fees and one-hundred percent (100%) of the expenses not subject to any partial objection; provided that the Estate Representative shall not pay more than the amount budgeted for the professionals in question in the Budget. The remaining ten percent (10%) of fees for services rendered during any monthly period that is not paid by way of an Interim Payment (the "10% Holdback") may be sought in an interim fee application as set forth in Section 7(A) below.

(6) Objections

- (A) If a party objects to a Monthly Fee Statement, it must serve a written objection (the "Notice of Objection to Monthly Fee Statement") upon the Professional and each of the Notice Parties, so that the Notice of Objection to Monthly Fee Statement is received on or before the last day of the Objection Period.
 - (B) The Notice of Objection to Monthly Fee Statement must set forth the nature of the objection and the amount of fees and/or expenses at issue.
 - (C) If the Debtors (or any successor Estate Representative responsible for payment of compensation to Professionals (the "Estate Representative")) receives an objection to a particular Monthly Fee Statement, the Estate Representative shall withhold payment of that portion of the Monthly Fee Statement to which the objection is directed, and shall promptly pay the remainder of the fees and disbursements in the percentages set forth above.
 - (D) If the parties to an objection are able to resolve their respective dispute(s) following the service of a Notice of Objection to Monthly Fee Statement, and the Professional and the objecting party serve upon each of the parties served with the Monthly Fee Statement as set forth above a statement indicating that the objection is withdrawn, in whole or in part, describing in detail the terms of the resolution, then the Estate Representative shall promptly pay in accordance with the percentages listed above that portion of the Monthly Fee Statement which is no longer subject to an objection.
 - (E) If the parties are unable to reach a resolution to the objection within twenty (20) days after service of the objection, the affected Professional may either (a) move to compel the payment with the Court, together with a request for payment of the difference, if any, between the total amount of the Interim Payment sought and the portion of the Interim Payment as to which there is an objection (the "Incremental Amount"); or (b) forgo payment of the Incremental Amount until the next interim of final fee application, or at any other date and time so directed by the Court, at which time it will consider and dispose of the objection, if so requested.
 - (F) Neither an objection to a Monthly Fee Statement nor the failure to object thereto shall prejudice a party's right to object to any fee application on any ground.
 - (G) The failure of a Professional to timely serve a Monthly Fee Statement shall not prejudice such Professional in seeking interim or final allowance of fees or expenses. Any Monthly Fee Statement served after the deadline for such Monthly Fee Statement shall be deemed served at the time that such Professional serves a Monthly Fee Statement for the subsequent period.
- (7) Fee Applications
- (A) Parties seeking compensation pursuant to an Administrative Fee Order shall file an interim fee application for the period ending August 31, 2010 and for each four-month period thereafter (each an "Interim Period"). Each

Professional seeking approval of its interim fee application shall file with the Court an interim application for allowance of compensation and reimbursement of expenses, pursuant to 11 U.S.C. § 331, of the amounts sought in the Monthly Fee Statement issues during such period, (the “Interim Fee Application”). Together with the request for the approval of the payments previously made pursuant to any Monthly Fee Statements in an Interim Fee Application, a Party may also seek approval for payment of the 10% Holdback in its Interim Fee Application.

- (B) Unless otherwise ordered by the Court, the Interim Fee Application shall comply with the Bankruptcy Code, Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the District of Massachusetts.
 - (C) The Interim Fee Application must be filed within forty-five (45) days after the conclusion of the Interim Period.
 - (D) In the event any Professional fails to file an Interim Fee Application when due, such Professional will be ineligible to receive further Interim Payments or fees or expenses under the Administrative Fee Order until such time as the Interim Fee Application is filed.
 - (E) Unless otherwise ordered by the Court, the pendency of a fee application, or a Court order that payment of compensation or reimbursement of expenses was improper as to a particular Monthly Fee Statement, shall not disqualify a Professional from the further payment of compensation or reimbursement of expenses. The pendency of an objection to payment of compensation or reimbursement of expenses will not disqualify a Professional from future payment of compensation or reimbursement of expenses, unless the Court orders otherwise.
 - (F) Neither the payment of, nor the failure to pay, in whole or in part, monthly compensation and reimbursement as provided herein shall have any effect on the Court’s interim or final allowance of compensation and reimbursement of expenses of any Professionals. All compensation is subject to final approval by the Court.
 - (G) Counsel to the Committee may, in accordance with the foregoing procedure for monthly compensation and reimbursement to Professionals, collect and submit statements of actual expenses incurred, with supporting vouchers, from members of the Committee such counsel represents, provided, however, that such Committee counsel ensures that these reimbursement request comply with the applicable rules and those guidelines.
- (8) Miscellaneous
- (A) Any party may object to requests for payments made pursuant to the Administrative Fee Order for good cause, including, without limitation, that the

Estate Representative has not timely filed monthly operating reports or remained current with its administrative expenses and 28 U.S.C. § 1930 fees.

- (B) The Estate Representative shall include all payments to Professionals on its monthly operating reports, including details of the amount paid to each Professional.
- (C) All fees and expenses paid to Professionals are subject to disgorgement until final allowance by the Court.
- (D) Unless otherwise ordered by the Court, Interim Fee Applications and notices of hearings and objection deadlines thereon, shall be served on: (a) the Notice Parties; (b) the Debtors' creditors; and (c) all parties who have filed a notice of appearance with the Clerk of this Court and requested such notice.

Ground for Relief Requested

14. Section 331 of the Bankruptcy Code provides, in relevant part, that all professionals are entitled to submit applications for interim compensation and reimbursement of expenses every 120 days, or more often if the Court permits. See 11 U.S.C. § 331. Section 105(a) of the Bankruptcy Code provides, in relevant part, that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

15. Similar procedures for compensating and reimbursing court-approved professionals have frequently been established in other Chapter 11 cases. Such procedures are not new and are needed to avoid Professionals having to fund these cases. See, e.g., In re GPX International Tire Corp., Case No. 09-20170 (JNF) (Bankr. D. Mass. 2009); In re Modern Continental Construction Co., Inc., Case No. 08-14558 (WCH) (Bankr. D. Mass. 2008); In re Lexington Jewelers Exchange, Inc. d/b/a Alpha Omega Jewelers, Case No. 08-10042 (WCH) (Bankr. D. Mass. 2008); In re Syratech Corp., Case No. 05-11062 (RS) (Bankr. D. Mass. 2005); ACT Mfg., Inc., 281 B.R. at 474-75; In re Filene’s Basement, Inc., Case No. 99-16984 (Bankr. D. Mass. 1999). See also In re Int’l Horizons, Inc., 10 B.R. 895, 897 (Bankr. N.D. Ga. 1981)

(establishing procedures for monthly interim compensation). Indeed, the Local Rules of this Court have adopted the proposed procedures in substantially the same form. See MLBR 9009-2 and Appendix 6(b). The proposed procedures are appropriate under the circumstances of these cases. The efficient administration of these Chapter 11 cases will be significantly aided by establishing the proposed interim compensation and expense reimbursement procedures because the Debtors will be able to better monitor their cash flow and manage the costs of administering these cases. Accordingly, the relief requested is in the best interests of the Debtors, their estates, and their creditors.

Notice

16. The Debtors have served this Motion and will serve any notice of the hearing on this Motion on the Office of the United States Trustee, the Debtors' creditors, all parties known by the Debtors claiming to have liens on or security interests in any of the Debtors' assets, and all parties who have filed a notice of appearance in these cases.

WHEREFORE, the Debtors respectfully requests that the Court enter an order, in substantially the form attached to this Motion as Exhibit A: (a) granting the Motion; and (b) granting to the Debtors such other and further relief as this Court deems just and proper in the circumstances.

Respectfully submitted,

AUTO SALES & SERVICE, INC.,
GENERAL TRADING COMPANY,
FRANK SAWYER CORPORATION, 100
STUART STREET LLC and SW BOSTON
HOTEL VENTURE LLC

By their proposed counsel,

Dated: May 24, 2010

/s/ D. Ethan Jeffery
Harold B. Murphy (BBO #362610)
D. Ethan Jeffery (BBO #631941)
Natalie B. Sawyer (BBO #660072)
Christopher M. Condon (BBO #652430)
Hanify & King P.C.
One Beacon Street, 21st Floor
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Telephone: (617) 423-0400
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dej@hanify.com

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EXHIBIT A
Proposed Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

)	
In re:)	
)	
SW BOSTON HOTEL VENTURE LLC,)	Chapter 11
<i>et al.</i>)	Case No. 10-14535-JNF
)	
Debtors.)	
)	<i>(Jointly Administered)</i>

**ADMINISTRATIVE ORDER ESTABLISHING
PROCEDURES FOR INTERIM COMPENSATION AND
REIMBURSEMENT OF EXPENSES OF PROFESSIONALS**

Upon consideration of the *Motion by Debtors for Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*, dated May 24, 2010 (the "Motion"), whereby the above-captioned debtors and debtors-in-possession (the "Debtors") seek to establish procedures for interim compensation and reimbursement of expenses of professionals in these jointly-administered Chapter 11 cases pursuant to Sections 105(a) and 331 of the Bankruptcy Code; appropriate notice of the Motion having been provided in the particular circumstances; and this Court finding that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and this Motion is a core proceeding under 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Motion and having found good cause for the relief sought therein; it is hereby

ORDERED, that the Motion is granted in its entirety, and it is further

ORDERED, that, except as may otherwise be provided in orders of this Court, all professionals in these cases may seek interim compensation and reimbursement of expenses in

accordance with the procedures set forth in the Motion (the “Interim Compensation Procedures”) and attached to this Order as Exhibit A, and it is further

ORDERED, that notice of the interim and final fee applications, any notices of hearings or objection deadlines relating thereto, shall be served on (a) the Notice Parties; (b) the Debtors’ creditors; and (c) all parties that have filed a notice of appearance with the Clerk of this Court and requested such notice. Notice given in accordance with this paragraph is deemed sufficient and adequate in full compliance with the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Massachusetts Local Bankruptcy Rules, and it is further

ORDERED, that Professionals (as defined in the Motion) who receive and hold prepetition retainers shall be authorized to hold such retainers as security and not be required to apply such retainer payments on Interim Fee Applications (as defined in the Motion); and it is further

ORDERED, that the Debtors shall be liable for all compensation due under this Order and shall include all payments made to Professionals in their monthly operating reports identifying the amount paid to each of the Professionals; and it is further

ORDERED, that all time periods referenced in this Order shall be calculated in accordance with Rule 9006(a) of the Federal Rules of Bankruptcy Procedures.

Dated: _____, 2010

Joan N. Feeney,
United States Bankruptcy Judge

EXHIBIT A
Interim Compensation Procedures

Interim Compensation Procedures

(1) **Scope of Applicability**

All professionals retained in these Chapter 11 cases pursuant to 11 U.S.C. §§ 327 and 328 and 1103 (each, a “Professional”) must seek postpetition interim compensation pursuant to the order approving these procedures (the “Administrative Fee Order”), unless otherwise ordered by the Court.

(2) **Submission and Monthly Fee Statements**

On or before the twenty-fifth (25th) day of the month following the month for which compensation is sought, each Professional seeking compensation pursuant to this Administrative Fee Order shall serve a monthly fee and expense statement (the “Monthly Fee Statement”) upon the following persons (collectively, the “Notice Parties”):

- (A) the Debtors, SW Boston Hotel Venture, LLC, 200 Newbury Street, Boston, Massachusetts 02116 (Attn: Steven Kravetz and John Haggerty, financial advisor);
- (B) counsel to the Debtors, Hanify & King, Professional Corporation, One Beacon Street, Boston, Massachusetts 02108 (Attn: Harold B. Murphy, Esq.);
- (C) the Office of the United States Trustee, John W. McCormack Post Office and Court House, 5 Post Office Square, Boston, Massachusetts 02109 (Attn: Paula Bachtel, Esq.);
- (D) counsel to the Committee, Jager Smith, P.C., One Financial Center, Boston, Massachusetts 02111 (Attn: Michael Fencer, Esq.) and any financial advisors of the Committee, upon approval of their retention by the Court;
- (E) counsel to Prudential Insurance Company of America and Prudential Real Estate Investors, Goodwin Procter LLP, 620 Eighth Avenue, New York, New York, 10018 (Attn: Emanuel C. Grillo, Esq.); and
- (F) any other party the Court may so designate.

(3) **Content of Monthly Fee Statement**

Each Monthly Fee Statement shall contain an itemization of time spent and the applicable hourly rate. Unless otherwise ordered by the Court, all timekeepers must maintain contemporaneous time entries in increments of one-tenth (1/10th) of an hour, which may be redacted when appropriate to maintain privilege or confidentiality.

(4) **Review Period**

Each person receiving a Monthly Fee Statement shall have twenty (20) days after service of the Monthly Fee Statement to review it and serve an objection (the “Objection Period”).

(5) Payment

In the absence of a timely-served objection, the Estate Representative (as defined below) will promptly pay each Professional an amount (the "Interim Payment") equal to the lesser of (i) ninety percent (90%) of the fees and one-hundred percent (100%) of the expenses requested in the Monthly Fee Statement, or (ii) ninety percent (90%) of the fees and one-hundred percent (100%) of the expenses not subject to any partial objection; provided that the Estate Representative shall not pay more than the amount budgeted for the professionals in question in the Budget. The remaining ten percent (10%) of fees for services rendered during any monthly period that is not paid by way of an Interim Payment (the "10% Holdback") may be sought in an interim fee application as set forth in Section 7(A) below.

(6) Objections

(A) If a party objects to a Monthly Fee Statement, it must serve a written objection (the "Notice of Objection to Monthly Fee Statement") upon the Professional and each of the Notice Parties, so that the Notice of Objection to Monthly Fee Statement is received on or before the last day of the Objection Period.

(B) The Notice of Objection to Monthly Fee Statement must set forth the nature of the objection and the amount of fees and/or expenses at issue.

(C) If the Debtors (or any successor Estate Representative responsible for payment of compensation to Professionals (the "Estate Representative")) receives an objection to a particular Monthly Fee Statement, the Estate Representative shall withhold payment of that portion of the Monthly Fee Statement to which the objection is directed, and shall promptly pay the remainder of the fees and disbursements in the percentages set forth above.

(D) If the parties to an objection are able to resolve their respective dispute(s) following the service of a Notice of Objection to Monthly Fee Statement, and the Professional and the objecting party serve upon each of the parties served with the Monthly Fee Statement as set forth above a statement indicating that the objection is withdrawn, in whole or in part, describing in detail the terms of the resolution, then the Estate Representative shall promptly pay in accordance with the percentages listed above that portion of the Monthly Fee Statement which is no longer subject to an objection.

(E) If the parties are unable to reach a resolution to the objection within twenty (20) days after service of the objection, the affected Professional may either (a) move to compel the payment with the Court, together with a request for payment of the difference, if any, between the total amount of the Interim Payment sought and the portion of the Interim Payment as to which there is an objection (the "Incremental Amount"); or (b) forgo payment of the Incremental Amount until the next interim of final fee application, or at any other date and time so directed by the Court, at which time it will consider and dispose of the objection, if so requested.

- (F) Neither an objection to a Monthly Fee Statement nor the failure to object thereto shall prejudice a party's right to object to any fee application on any ground.
- (G) The failure of a Professional to timely serve a Monthly Fee Statement shall not prejudice such Professional in seeking interim or final allowance of fees or expenses. Any Monthly Fee Statement served after the deadline for such Monthly Fee Statement shall be deemed served at the time that such Professional serves a Monthly Fee Statement for the subsequent period.

(7) Fee Applications

- (A) Parties seeking compensation pursuant to an Administrative Fee Order shall file an interim fee application for the period ending August 31, 2010 and for each four-month period thereafter (each an "Interim Period"). Each Professional seeking approval of its interim fee application shall file with the Court an interim application for allowance of compensation and reimbursement of expenses, pursuant to 11 U.S.C. § 331, of the amounts sought in the Monthly Fee Statement issues during such period, (the "Interim Fee Application"). Together with the request for the approval of the payments previously made pursuant to any Monthly Fee Statements in an Interim Fee Application, a Party may also seek approval for payment of the 10% Holdback in its Interim Fee Application.
- (B) Unless otherwise ordered by the Court, the Interim Fee Application shall comply with the Bankruptcy Code, Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the District of Massachusetts.
- (C) The Interim Fee Application must be filed within forty-five (45) days after the conclusion of the Interim Period.
- (D) In the event any Professional fails to file an Interim Fee Application when due, such Professional will be ineligible to receive further Interim Payments or fees or expenses under the Administrative Fee Order until such time as the Interim Fee Application is filed.
- (E) Unless otherwise ordered by the Court, the pendency of a fee application, or a Court order that payment of compensation or reimbursement of expenses was improper as to a particular Monthly Fee Statement, shall not disqualify a Professional from the further payment of compensation or reimbursement of expenses. The pendency of an objection to payment of compensation or reimbursement of expenses will not disqualify a Professional from future payment of compensation or reimbursement of expenses, unless the Court orders otherwise.
- (F) Neither the payment of, nor the failure to pay, in whole or in part, monthly compensation and reimbursement as provided herein shall have any effect on the Court's interim or final allowance of compensation and reimbursement of

expenses of any Professionals. All compensation is subject to final approval by the Court.

- (G) Counsel to the Committee may, in accordance with the foregoing procedure for monthly compensation and reimbursement to Professionals, collect and submit statements of actual expenses incurred, with supporting vouchers, from members of the Committee such counsel represents, provided, however, that such Committee counsel ensures that these reimbursement request comply with the applicable rules and those guidelines.

(8) Miscellaneous

- (A) Any party may object to requests for payments made pursuant to the Administrative Fee Order for good cause, including, without limitation, that the Estate Representative has not timely filed monthly operating reports or remained current with its administrative expenses and 28 U.S.C. § 1930 fees.
- (B) The Estate Representative shall include all payments to Professionals on its monthly operating reports, including details of the amount paid to each Professional.
- (C) All fees and expenses paid to Professionals are subject to disgorgement until final allowance by the Court.
- (D) Unless otherwise ordered by the Court, Interim Fee Applications and notices of hearings and objection deadlines thereon, shall be served on: (a) the Notice Parties; (b) the Debtors' creditors; and (c) all parties who have filed a notice of appearance with the Clerk of this Court and requested such notice.

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SW Boston Hotel Venture LLC, et al.
Service List
563022-v1

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VIA FIRST CLASS MAIL

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Consolidated Top 20 Unsecured Creditors for 5 Cases

City of Boston
Boston City Hall
Boston, MA 02108

CT Corporation
PO Box 4349
Carol Stream, IL 60197

Brandstand Products
1761 International Pkwy, #135
Richardson, TX 75081

Sovereign Bank
P.O. Box 12646
Reading, PA 19612

Add, Inc.
311 Summer Street
Boston, MA 02210

Bentel & Bentel
22 Buckram Road
Locust Valley, NY 11560

City of Boston
Box 55808
Boston, MA 02205

Commonwealth of Massachusetts
Division of Employment & Training
Attention: Chief Counsel
Hurley Building - Government Center
Boston, MA 02114

DiPesa & Company, CPA's
1250 Hancock Street
Quincy, MA 02169

Goodwin Procter LLP
Attn: Minta Kay
53 State Street
Boston, MA 02109

E.A. Spry & Co., Inc.
54 Holton Street
Woburn, MA 01801

Edwards Angell Palmer & Dodge
Attn: Rebecca Lee
111 Huntington Avenue
Boston, MA 02199

Falvey Finishing Co., Inc.
111 Boston St.
Dorchester, MA 02125

Woodmeister Master Builders
One Woodmeister Way
Holden, MA 02150

Howard/Stein-Hudson Associates
38 Chauncy Street
Boston, MA 02111

IKON Financial Services
PO Box 9115
Macon, GA 31208

UCS Services, Inc.
42 Stillman Road
Lynnfield, MA 01940

Internal Revenue Service
James Spinale, MS 20800
JFK Federal Building
PO Box 9112
Boston, MA 02203

Jones Lang LaSalle Americas, Inc.
3832 Treasury Center
Chicago, IL 60694

Kortenhaus Communications
29 Commonwealth Avenue
Boston, MA 02116

Michael Sullivan, U.S. Attorney
US Court House, Suite 9200
One Court House Way
Boston, MA 02210

Marsh, Moriarty, Ontell & Golder, PC
18 Tremont Street, Suite 900
Boston, MA 02108

Niche Development
317 Adelaide Street West, Ste. 205
Toronto, Ontario Canada, M5V1P9

Ultimate Parking, LLC
607 Boylston St., 4th Floor
Boston, MA 02116

Office of the Attorney General
Commonwealth of Massachusetts
Consumer Protection Division
One Ashburton Place
Boston, MA 02108

Starwood Hotels & Resorts Worldwide
2231 East Camelback Road
#400
Phoenix, AZ 85016

Pitney Bowes
27 Waterview Drive
Shelton, CT 06484

Prudential Insurance Co. of America
Attn: Meghan Murray
8 Campus Dr.
Parsippany, NJ 07054

Prudential Real Estate Investors
(Beacon Hospitality)
Attn: Meghan Murray
8 Campus Drive
Parsippany, NY 07054

Safeguard Business Systems
PO Box 88043
Chicago, IL 60680

Securities & Exchange Commission
15th & Pennsylvania Ave NW
Washington, DC 20020

Securities and Exchange Commission
Boston District Office
33 Arch Street, 23rd Floor
Boston, MA 02110

The 100 Stuart St. Residential Condominium
PO Box 22051
Lake Buena Vista, FL 32830

American Transportation Enterprises
200 Newbury Street
Boston, MA 02116

Auto Sales & Service, Inc.
200 Newbury Street, 4th Floor
Boston, MA 02116

30-32 Oliver Street Corp.
200 Newbury Street
Boston, MA 02116

General Trading Company
200 Newbury Street, 4th Floor
Boston, MA 02116

Terminal Taxi Company
200 Newbury Street
Boston, MA 02116

American Transportation Enterprises
200 Newbury Street
Boston, MA 02116

Brattle Company
200 Newbury Street
Boston, MA 02116

Ashburton Company Trust
200 Newbury Street
Boston, MA 02116

Jones Lang LaSalle Americas, Inc.
Attn: Stephanie Lynch
1801 K Street NW, Suite 1000
Washington, DC 20006

First Federal Parking Corporation
200 Newbury Street
Boston, MA 02116

200 Newbury St. Corporation
200 Newbury St.
Boston, MA 02116

SE Berkeley Street, LLC
200 Newbury Street
Boston, MA 02116

City of Boston
Department of Neighborhood Development
Attn: Keith Hunt
26 Court Street, 11th Floor
Boston, MA 02108

Frank Sawyer Corporation
200 Newbury Street, 4th Flr
Boston, MA 02116

Carol S. Parks
61 Heath Hill
Brookline, MA 02445

100 Stuart Street LLC
200 Newbury Street, 4th Flr
Boston, MA 02116