Fairhaven Board of Selectmen

March 9, 2015 Meeting Minutes

Present: Chairman Robert J. Espindola, Vice-Chairman Geoffrey Haworth, Executive Secretary Jeffrey Osuch, and Administrative Assistant Anne Kakley.

Absent: Charles Murphy (with notice)

Chairman Robert J. Espindola called the meeting to order in the Town Hall Banquet Room at 6:32 p.m.

EXECUTIVE SECRETARY'S REPORT

In his report, Mr. Osuch updated the Selectmen on the following meetings and events:

- Tuesday, **March 10**
    - 3:30 p.m. – Mattapoisett River Valley Water Advisory at BPW
    - 4:30 p.m. – Mattapoisett River Valley Water District at BPW
- Thursday, **March 12**
    - 7:00 p.m. – Finance Committee
- Friday, **March 13**
    - 8:00 to 10:00 a.m. – Legislative Breakfast at the Mattapoisett Library
- Monday, **March 16**
    - 1:00 p.m. – Jeff Dugan at the Council on Aging
    - 6:30 p.m. – Selectmen's Meeting
- Wednesday, **March 18**
    - 11:00 a.m. – MCAD hearing
    - 2:30 p.m. – Economic Summit
- Thursday, **March 19**
    - 7:00 p.m. – Finance Committee

SNOW AND ICE DEFICIT SPENDING

The Board reviewed a memo from the Board of Public Works requesting authorization to deficit spend an additional $15,000 in snow and ice removal. Mr. Haworth motioned to approve the request to deficit spend $15,000 for the BPW. Mr. Espindola seconded. Vote carried. (2-0).

SPECIAL TOWN MEETING DEADLINE FOR ARTICLES

The Board discussed setting a deadline for Special Town Meeting article submission. Mr. Haworth motioned to set a deadline of March 19 at 4:00 p.m. for Special Town Meeting article submissions. Mr. Espindola seconded. Vote carried. (2-0).

LEASE/SALE OF BATES LAND

Mr. Osuch asked the Board about their availability in meeting with representatives from the Seventh Day Adventists church regarding the possible lease or sale of Town-owned land adjacent to the Joseph Bates house. Mr. Osuch asked if the Board wanted to have a representative meet with the Church again or if it would prefer the whole board meet with the Church. Mr. Espindola suggested making that decision at the next regular meeting of the Board of Selectmen on March 16.

ROGERS-OXFORD RFP

The Board reviewed two proposals received in the Rogers-Oxford RFP: one from the Strafford Group of Peabody, MA for the Oxford School and one from Northeast Maritime Institute of Fairhaven for the Rogers School (Attachment A).

Stratford Group proposal: The proposal from the Stratford Group for the Oxford School would involve the retention of the original historical structure, the demolition of the gymnasium and addition, and the construction of a four-story facility abutting Livesey Park with a ground level of parking and three floors of living space above. Between the historical original building and the addition, there would be approximately 50 units, 85 parking spaces, and 99 total bedrooms. Stratford is complete with a team, including an architect, investors and lending firms, contractors, etc. The units included in the proposal would be one, two or three bedroom units. Once financing is secure, in about two years, the purchase price would be $325,000.

NMI proposal: The proposal from Eric and Angela Dawicki of NMI for the Rogers School included the renovation of the historic structure and addition, and the property would continue to be used as a school for the NMI Associate's degree program. The NMI proposal did not include financing details, a timeline, or architectural/development plans. The proposed purchase price was $1.

Town Counsel Thomas Crotty was present. Atty. Crotty advised that the NMI bid could be accepted with provisions, as the Town is not required to obtain market value. He said that if the Town accepted less than the appraisal value published in the RFP, it would have to submit a letter of explanation to the Attorney General's office. He said that although the NMI proposal was not thorough, it did not have to be rejected on that basis. He said that the Board could request more information from the Dawickis. He noted that parking would have to be considered in the RFP, as using the Rogers School for a college could create a parking problem. He said that they may need to formulate a detailed agreement with the developer, including a possible reverter clause, historical deed restriction, etc. He said that the Board could negotiate with the bidder on price as well, especially because there were no other bidders on the Rogers School. If

the Board wishes to consider the NMI proposal, he advised getting an architect specializing in historical properties to submit a proposal, with NMI paying the cost.

Mr. Osuch distributed a copy of Ch. 8 Procurement Law (See Attachment B). Mr. Osuch said that the proposals should be responsive to the RFP. He noted that there have been cases in the past where the Inspector General raises questions about the sale of Town property.

In regards to the Stratford Group offer on the Oxford School, it was noted that they have cited prior experience in renovating historic school buildings for the purposes of affordable housing. Some of the units proposed for the Oxford site will be at market rate and some will be below. The proposal is considered "Friendly 40B" housing, as the Town has some room to negotiate with the developer. Stratford is willing to pay towards the architectural services.

Mr. Espindola said that Town Planner Bill Roth had distinguished that the Oxford proposal was not Section 8 housing and that it would be similar in design to the units at the former Sacred Heart School. He said that it would likely need to go before the Zoning Board of Appeals and not the Planning Board.

Doug Brady was recognized by the Chairman. He asked if the Town could legally accept payment for the parcel two years after the accepted RFP. Atty. Crotty said the Town could. Mr. Brady asked if there was anything the Town should stay away from, legally. Atty. Crotty said that RFPs are generally case-specific.

Nils Isaksen was recognized by the Chairman. Mr. Isaksen asked if the Town could place restrictions on the property or properties if they had to go to auction. Atty. Crotty said the Town may place restrictions, but that more restrictions would make it more difficult to obtain bids and an auctioneer.

Mr. Haworth motioned to send the proposals to the Rogers-Oxford RFP Study Committee and await their input. Mr. Espindola seconded. Vote carried. (2-0). The proposals will be discussed at a later date.

Susan Loo was recognized by the Chairman. She said that she thought the Town should at least consider the proposal from NMI, as the RFP gives the Town the right to consider any and all proposals.

A copy of Chapter 8 Procurement law will be provided to the members of the Rogers-Oxford RFP Study Committee.

John Roderiques was recognized by the Chairman. Mr. Roderiques said that if revisions are not obtained from the bidders (NMI and Stratford) quickly, then the Town faces another Special Town Meeting. He said that the Board should consider including a placeholder article for the May 2, 2015 Special Town Meeting in anticipation of a resolution.

BUDGET DISCUSSION

A discussion on the FY16 budget and cuts was tabled to the next meeting to allow Mr. Murphy the opportunity to comment.

At 6:11 p.m., Mr. Haworth motioned to adjourn. Mr. Espindola seconded. Vote carried. (2-0).

Respectfully,

Anne O'Brien-Kakley
Administrative Assistant
Minutes approved 03/16/2015

Attachment A

SUBMITTED TO: Town of Fairhaven
40 Center St.
Fairhaven, MA 02719

DATE RECEIVED BY TOWN: _____

SUBMITTED BY: Name: Angela M. Dawicki

Firm: Northeast Maritime Institute

Address: 32 Washington St.

Fairhaven, MA 02719

Telephone: 508-992-4025

Set forth by the Town of Fairhaven, the accompanying proposal is submitted to purchase the Rogers School in the Town of Fairhaven, MA, describe herein.

I am fully aware of the requirements established by the Town for selection of a Developer and accept these requirements. **The attached information is complete and accurate.**

Signature

Vice President
Title

4 March 2015
Date

Northeast Maritime Institute
32 Washington St. Fairhaven, MA 02719

Main Line: 508.992.4025
Fax: 508.992.9184

Rogers School Response to Request for Proposal

Northeast Maritime Institute (NMI) is a maritime education and training institution that provides both continuing education and higher education courses to students seeking to better equip themselves for today's maritime industry. NMI is a world leader in maritime education and training as well as the development of maritime safety and security policy, legal policy and takes an active role in the development and negotiations of treaties at the United Nation's International Maritime Organization.

NMI has been offering continuing education programs for over thirty years, fifteen of which have been conducted at the 32 Washington Street building. The Institute was approved in 2014 by the Massachusetts Department of Higher Education (MDHE) to offer an Associate Degree of Applied Nautical Science. This is the first step in the process of becoming an accredited university. The Institute will be developing additional programs to complement this nautical science program which will bring a large number of students to the college. Our goal is to expand our campus within the historic center of Fairhaven to maintain a traditional college campus setting for students. Our current campus includes buildings on Main Street and Center Street and the addition of Rogers School would allow us to expand our campus while maintaining convenience and accessibility for students. This would also assist with our desire to reduce vehicular traffic in the Fairhaven Center by allowing students to move between buildings on foot. The influx of students will contribute to the economic growth of area businesses by increasing patronage to local restaurants and shops. Students enrolled in the college programs are required to participate in a comprehensive community service program which could include assistance to residents and local businesses by contributing to beautification and improvement projects in the area. The expansion of the campus would create employment opportunities within the college as well as providing educational opportunities for local residents to enter the maritime industry with the necessary skills and training to begin lucrative careers.

NMI would maintain the same footprint of the existing facilities and would simply focus on the restoration of both the addition and the historic section of the Rogers School, respectively. An analysis would be conducted during the initial phase to determine immediate issues that require attention. The initial phase would focus on bringing both the interior and exterior sections up to mandatory safety standards. Phase two would consist of performing necessary repairs and cosmetic upgrades to the addition in order to begin using classroom spaces and offices. Phase Three would include repairs, modernization and cosmetic improvements to the interior and exterior of the historic section of the building, while maintaining its historical character. This phase will also include applicable requirements of the ADA, Building and Fire Departments. NMI plans to utilize the existing parking area located on the Chestnut Street entrance for staff and faculty and would like to include the purchase of the former Union Street right of way (40ftx250ft) area in the proposal with the intention of creating additional parking. NMI anticipates a minimal impact on the

neighborhood traffic. A large portion of our student body is comprised of international students whom will be residing in campus housing, located within walking distance to the campus or will be utilizing public transportation. Our proposal intends to maintain the current service area located on the west side of the building for larger deliveries, and use the main entrance on Pleasant Street for smaller daily deliveries. NMI plans to update the current landscape features, by replacing shrubbery that has been damaged and updating the condition of flowerbeds surrounding the building. It is important to us to maintain the grounds in a manner that is consistent with the current landscaping of our existing buildings as well as the expectations of neighbors and the town.

The "Rogers School Annex" would fit into NMI's growth plan during the next ten years. The addition of new degree programs will bring in a potential of approximately 350 new students to Fairhaven per year. NMI's interest in the Roger's School while assisting with the growth and development of our program and ensuring that future expansion can be accomplished within the Center of Fairhaven will also positively affect the neighborhood that the facility is located in. NMI has a 20 year history of acquiring blighted properties and repurposing them for re-use while maintaining their historical character. Ultimately, this activity has enabled several neighborhoods in both New Bedford and Fairhaven to reinvigorate themselves and become safer, more valuable and more aesthetically pleasing. As not only business owners but also residents of the Town of Fairhaven, we are passionate and committed to contributing to the growth and maintenance of our historical town and know that with the acquisition of Rogers School we can continue to honor the traditions set forth by the original town benefactor, Henry Huttleston Rogers.

We hope you will consider our proposal as a serious and considerate re-use of the former Rogers School Property as a continued educational facility that will respect the historical features of the property and co-exist with the neighborhood in a positive manner.

BACKGROUND OF PROPOSING ORGANIZATION

Proposed Purchase Price $ 1.00 USD

1. Full Name of Organization:

Northeast Maritime Institute, Inc.

2. Main Office of Organization:

32 Washington Street
Fairhaven, MA 02719

3. Local Address of Organization:

32 Washington Street
Fairhaven, MA 02719

4. Telephone Number(s):

508-992-4025

5. The name(s) and address(es) of all persons participating in this application as principals other than the undersigned are:

Angela M. Dawicki, Vice President, Northeast Maritime Institute
47 Union St., Fairhaven, MA 02719

Eric R. Dawicki, President, Northeast Maritime Institute
47 Union St., Fairhaven, MA 02719

Steve Paquette, Project Manager, Northeast Maritime Institute
32 Washington, St., Fairhaven, MA 02719

6. The applicant is a(n):

Corporation listed under the Secretary of State of the Commonwealth of Massachusetts.

7. The Federal Social Security Identification Number of the applicant is:

04-2736147

8. Number of years organization has been in business under current name:

Business has been operating as Northeast Maritime Institute, Inc. for 20 years, but the corporation has been listed as a Commonwealth of Massachusetts Corporation for 33 years.

9. Has organization ever failed to perform any contract, or been disqualified or barred from bidding or working on public projects?

No

10. Authorization:

Dated at:

This 4th day of March 2015.

NAME OF ORGANIZATION: Northeast Maritime Institute, Inc.

BY: Angela M. Dawicki

TITLE: Vice President

11. Attestation

Angela M. Dawicki, being duly sworn deposes and says that he/she is the Vice President of Northeast Maritime Institute and that all answers to the foregoing questions and all statements contained herein are true and correct.

Subscribed and sworn before me this 4th day of March 2015

Notary Public:

My commission expires: 17 April 2020

ANDREW K POTTEL
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 17, 2020

Section IX – Questions

1. Purchase Plan:

Developer is willing to pay $ 1.00 USD for the Rogers School property.

2. Cash on Hand or Pre-Approved Financing:
Do you have cash on hand or pre-approved financing from a financial institution?

Northeast Maritime Institute and its principals, Angela and Eric R. Dawicki shall finance and be the guarantors of the projects financing through current cash flow of each of the parties as done with all of its properties located in Fairhaven and elsewhere, as well as for the restoration of the Whitfield/Manjiro Friendship House, now owned by the Town of Fairhaven.

The Northeast Maritime Institute and the Dawicki's have a proven model of financing restoration projects.

3. Other Economic Benefits:

a) What are the direct revenue benefits your plan offers?

The direct benefits to the Town of Fairhaven is, firstly to take the building off of the town expense column. Secondly, direct benefits will result in tax income as well as support services provided by the school. One example is NMI provides free plowing to the town hall without compensation, nor recognition. NMI students and staff have historically supported Town Hall staff with cleanup services such as shoveling snow during increased periods of snow fall, saving the Town thousands of dollars annually.

b) What other indirect revenue benefits does your plan offer?

Indirect revenue benefits include the facilitation of student activity within the community that increases revenues to small business within the town, rental income for property owners by students enrolled in NMI's new degree programs and expected development of further degree programs, including an International Affairs Master's Degree in Maritime Administration that will bring high level maritime administrators to Fairhaven from all over the world.

Projected indirect revenue to the community through this project is expected to realize an additional $1.5M - $2.5M to the community per annum.

4. Developer Experience: What demonstrated production, management experience and capability does your development team have?

   Since 1996, Northeast Maritime Institute and Angela and Eric R. Dawicki have successfully restored 8 properties in Fairhaven and two 33,000 sq. ft. buildings in New Bedford using their knowledge of state laws, restoration techniques for buildings over 100 years old, and most importantly, repurposing commercial buildings of historical significance.

   Properties include:

   32 Washington Street, Fairhaven (Former Fairhaven Boys Club)
   56 Main Street, Fairhaven (Former Commercial Building)
   29/31 Centre Street, Fairhaven (Former Multi-commercial Building)
   99 Green Street, Fairhaven (Residential)
   47 Union Street, Fairhaven (Residential with Historic Significance)
   166 Balsam Street, Fairhaven (Residential, Replica of US Lifesaving Station)
   4 Blue Point Road, Fairhaven (Residential)
   11 Cherry Street, Fairhaven (Whitfield/Manjiro Friendship House)

   66 Spring Street, New Bedford (Nativity Prep/The former YWCA)
   One Merrill's Wharf, New Bedford (The Bourne Counting House)

5. Experience with historical renovation:
Do you have any experience in redevelopment of historical buildings?

Northeast Maritime Institute and Angela and Eric Dawicki have renovated numerous historic buildings in Fairhaven – Pre-1890's

*See list above

6. Developer Financial Capacity to Design/Construct:
What evidence can you show of financial commitment to undertake design and construction of the project?

Precedent and History of successfully developing the buildings listed above. Financials may be presented privately for viewing to the Town Secretary of the Board of Selectmen. This would be highly private, an NDA would be required to be signed and no printed copies would be left for review. Attestation of accuracy will be provided by the Corporation and Principal's CPA.

7. Developer Financial Capacity to Manage Site:
What evidence does development team have to manage this site?

NMI and the Dawicki's currently manage several buildings in the Town of

Fairhaven to the highest standards.

8. Preliminary Design Plans
When will the design of your Proposal be prepared?

The design plan will be simple – Restore the existing buildings – both the main historic structure and the annex as is, but with the luster that will match Northeast Maritime Institute's other facilities.

When can your development team commence construction?

Immediately

9. Employment Initiative:
What initiative for employment of Fairhaven residents, minorities, and women does your proposal include during both the construction and the operation phases of the development?

Northeast Maritime Institute would seek to hire as many Fairhaven residents as possible during the renovation project and will also post job openings locally for staff and faculty openings once the Institute begins occupying the facility.

More importantly, Northeast Maritime Institute trains a significant number of residents, minorities and women and places 100% of its graduates in to the maritime work-force.

10. Original Historic Building:
Does your plan retain the original historic building for 1885 Rogers School?

Yes

11. Deed Restrictions:
Would you consider deed restrictions that would carry over to future sales of the property to retain and maintain the historic building?

Yes

12. Short and Long Term Vision:
Do you have a vision for the property for the short-term (less than two years) and long-term?

Short-term Vision: Northeast Maritime Institute's short term vision would be to immediately commence weather-proofing the building and creating a secure facility, free of vandalism. It is expected that we will commence with required safety updates to both the historic structure and addition immediately with

renovations to the annex/addition building for re-use within 6 months to begin offering programs in that part of the property as soon as possible.

We would like to request that the Union Street right of way portion be included in the property purchase so we may try to develop additional parking on the property to reduce street parking.

Long-term Vision: The Institute would continue with renovations, updates and modernization of the historic structure over a multi-year timeframe. This would include bringing the structure in to compliance with required ADA and town Fire and Building Code requirements. The exterior of the building would be repaired while maintaining its historical character and features.

The property as a whole would be used to facilitate the expansion of the Institute's campus for the addition of a possible 350 students annually for new programming at Northeast Maritime Institute. In addition to additional Associate and Master Degree programs the Institute would develop and offer training programs for the offshore oil and gas sector as well as alternative fuel studies and development in these buildings. This seems apropos, as it is the ideal facility considering its history with the inventor of refining, Henry Huttleston Rogers.

Rogers School Purchase Proposal

References

1. Wayne Fostin, Chief Building Inspector, Town of Fairhaven

40 Center Street, Fairhaven, MA 02719

Tel: 508-979-4019

Projects:

a. 166 Balsam Street, Fairhaven (West Island)
b. 32 Washington Street, Fairhaven
c. 56 Main Street, Fairhaven

Relationship: Observed before and after renovations of each project

2. Mr. Gerald Rooney, President, Whitfield-Manjiro Friendship Society

11 Cherry Street, Fairhaven, MA 02719

Tel: 508-858-5303

Project: Renovation of 11 Cherry Street, Fairhaven (Whitfield House)

Relationship: Occupier of building

3. Richard and Lindsay Gordon, Owners

99 Green Street, Fairhaven, MA 02719

Tel: Home telephone number unkown

Project: Renovation of 99 Green Street, Fairhaven

Relationship: Purchased renovated property in 2013

Town of Fairhaven
Sale and Development of Former Rogers Elementary School

EXHIBIT D HAZARDOUS MATERIAL RELEASE

HAZARDOUS MATERIAL RELEASE
("Hold Harmless" Agreement)

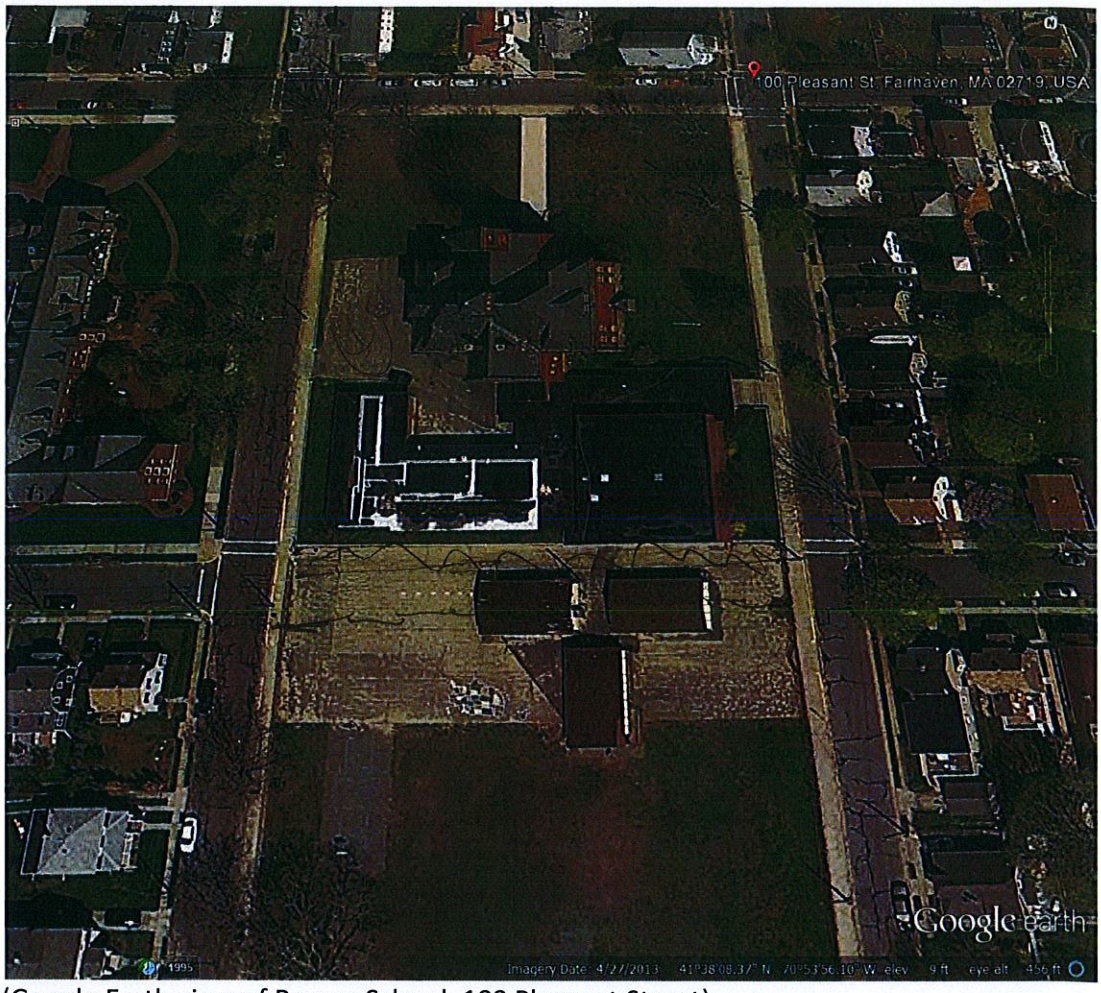
RELEASE REGARDING HAZARDOUS MATERIALS
ROGERS SCHOOL
100 PLEASANT STREET
FAIRHAVEN, MA 02719

The Town assumes no liability for any release of hazardous materials on this Property. The Proposer has not relied upon any representations by the Town with respect to hazardous materials, except to the extent disclosed herein.

The Proposer agrees to release and hold harmless the Town of Fairhaven from any liability arising out of any hazardous materials that may be present on the Property.

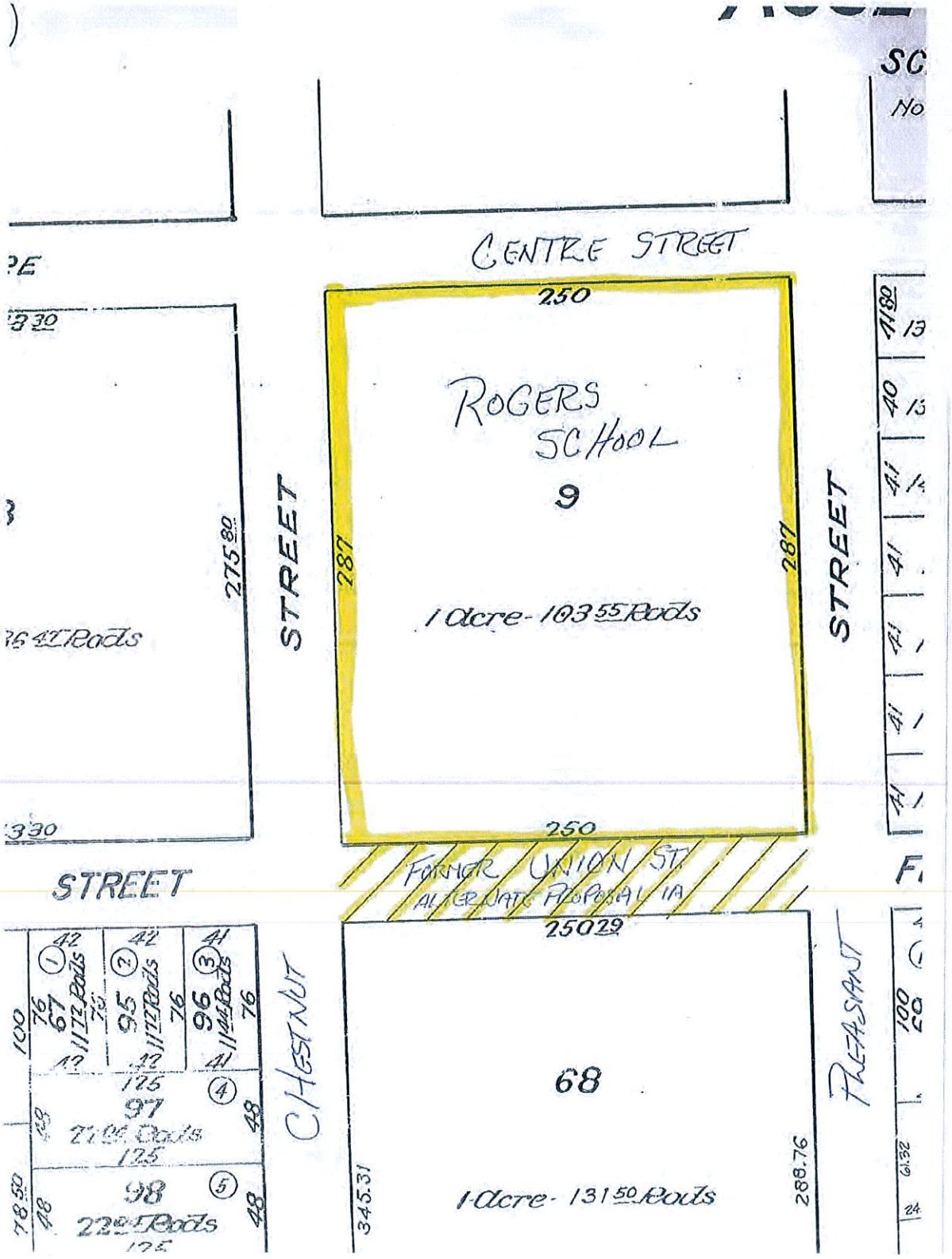
PROPOSER: William Dauch DATE: 4 March 2015

EXHIBIT A



(Google Earth view of Rogers School, 100 Pleasant Street)

NOTE: Portable Classrooms have been removed.


CENTRE STREET
250
ROGERS SCHOOL
9
1 Acre - 103 55 Rods
287
287
STREET
STREET
275 80
250
FORMER UNION ST.
ALTERNATE PROPOSAL 1A
250 29
STREET
CHESTNUT
PLEASANT
68
1 Acre - 131 50 Rods
345.31
288.76
97
98
125
125
100
78 50
61.32

GOVERNMENT

TOTAL ASSESSED: 2,686,100

!740!

EXHIBIT B

MAP	BLOCK	LOT	LOT2	LOT3	CARD
08	009				

Fairhaven

Patriot Properties Inc.

PROPERTY LOCATION

No	Alt No	Direction/Street/City
90		PLEASANT STREET, Fairhaven

OWNERSHIP

Unit #:

Owner 1:	FAIRHAVEN TOWN OF
Owner 2:	
Owner 3:	
Street 1:	40 CENTER STREET
Street 2:	
Twn/City:	FAIRHAVEN
St/Prov:	MA Cntry: Own Occ:
Postal:	02719 Type:

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	Cntry:
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 71,751 SQ FT of land mainly classified as IMPR EDUC with a(n) SCHOOL Building Built about 1884, Having Primarily BRICK Exterior and SLATE Roof Cover, with 0 Units, 0 Baths, 10 HalfBaths, 0 3/4 Baths, 0 Rooms Total, and 0 Bdrms.

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value
934	2,348,200		71751.000	136,000	2,484,200
Total Card	2,348,200		1.647	136,000	2,484,200
Total Parcel	2,550,100		1.647	136,000	2,686,100

Source: Market Adj Cost | Total Value per SQ unit /Card: 81.20 | /Parcel: 82.13

Legal Description	User Acct
	GIS Ref
	GIS Ref
Entered Lot Size	Insp Date
Total Land:	08/21/12
Land Unit Type:	

Parcel ID 08-009

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2014	934	FV	2,550,100	0	71,751.	136,000	2,686,100	2,686,100	Year End Roll	1/7/2014
2013	934	FV	2,551,000	0	71,751.	145,100	2,696,100	2,696,100	Year End Roll	12/18/2012
2012	934	FV	2,552,200	0	71,751.	145,100	2,697,300	2,697,300	Year End Roll	12/28/2011
2011	934	FV	2,553,200	0	71,751.	152,300	2,705,500	2,705,500	Year End	10/20/2010
2010	957	FV	2,554,100	0	71,750.727	213,600	2,767,700	2,767,700	Year End	10/21/2009
2009	957	FV	2,556,300	0	71,750.727	231,400	2,787,700	2,787,700		11/20/2008
2008	957	FV	2,556,300	0	71,750.727	246,300	2,802,600	2,802,600		10/3/2007
2007	957	FV	2,400,200	0	71,750.727	246,300	2,646,500	2,646,500	Year End	1/12/2007

TAX DISTRICT | PAT ACCT.

PRINT	
Date	Time
06/03/14	13:52:47
LAST REV	
Date	Time
08/21/12	14:48:28
jane	
740	

USER DEFINED

Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	NI
Prior Id # 2:	Y
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	
Fact Dist:	
Reval Dist:	
Year:	
LandReason:	
BldReason:	

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
	113-331		6/19/1985			1	No	No		

BUILDING PERMITS

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment
3/10/2010	19651	REPAIRS	5,000		6/24/2011			
8/8/2007	17831	INT ALTE	350		2/27/2008			
4/30/2007	17531	INT ALTE	4,853		2/27/2008			
9/2/2004	15133	INT ALTE	200		5/13/2005			

ACTIVITY INFORMATION

Date	Result	By	Name
8/21/2012	INSPECTED	JB	JBettencourt
6/24/2011	PERMIT VISIT	JB	JBettencourt
2/27/2008	PERMIT VISIT	JB	JBettencourt

PROPERTY FACTORS

Item	Code	Descip	%	Item	Code	Descrip
Z	RA	SINGLE RE	100	U		
o				t		
n				l		
Census:				Exmpt		
Flood Haz:						
D				Topo		
s				Street		
t				Traffic		

Sign: __/__/__

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Influ	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class.	%	Spec Land	J Code	Fact	Use Value	Notes
934	IMPR EDUC		71751		SQ FT	SITE		0	3.75	0.505	05		RA							135,985						136,000	

Total AC/HA:	1.64718	Total SF/SM:	71751.00	Parcel LUC:	934	IMPR EDUC	Prime NB Desc	005

Total: 135,985 | Spl Credit | Total: 136,000

melody 2015

Disclaimer: This Information is believed to be correct but is subject to change and is not warranteed. Database: AssessPro

EXHIBIT B

EXTERIOR INFORMATION

Type:	58 - SCHOOL		
Sty Ht:	2 - TWO STORY		
(Liv) Units:	0	Total:	0
Foundation:	2 - CONC BLOCK		
Frame:	3 - CONCRETE		
Prime Wall:	07 - BRICK		
Sec Wall:			%
Roof Struct:	1 - GABLE		
Roof Cover:	2 - SLATE		
Color:			
View / Desir:			

BATH FEATURES

Full Bath		Rating:	
A Bath:		Rating:	
3/4 Bath:		Rating:	
A 3QBth		Rating:	
1/2 Bath:	10	Rating:	AVERAGE
A HBth:		Rating:	
OthrFix:		Rating:	

OTHER FEATURES

Kits:		Rating:	
A Kits:		Rating:	
Frpl:		Rating:	
WSFlue:		Rating:	

COMMENTS

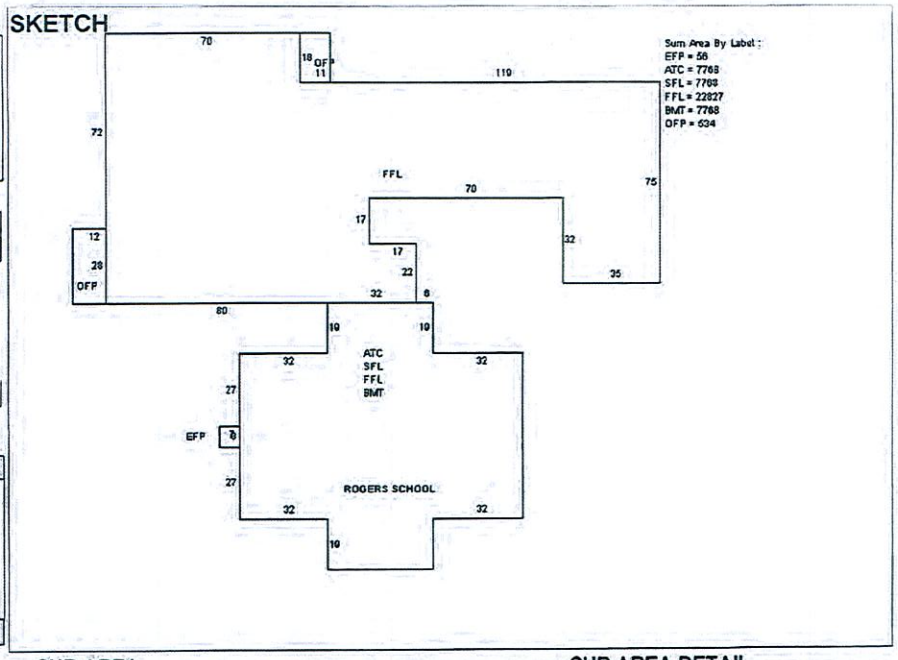
SCHOOL.

RESIDENTIAL GRID

1st Res Grid	Desc:	# Units

Level	FY	LR	DR	D	K	FR	RR	BR	FB	HB	L	O
Other												
Upper												
Lvl 2												
Lvl 1												
Lower												
Totals	RMs:		BRs:		Baths:				HB	10		

SKETCH



GENERAL INFORMATION

Grade:	B - GOOD		
Year Blt:	1884	Eff Yr Blt:	
Alt LUC:		Alt %:	
Jurisdict:		Fact:	
Const Mod:			
Lump Sum Adj:			

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	

RES BREAKDOWN

No Unit	RMS	BRS	FL
Totals			

INTERIOR INFORMATION

Avg Ht/FL:	12		
Prim Int Wal	2 - PLASTER		
Sec Int Wall:			%
Partition:			
Prim Floors:	14 - ASPHL TILE		
Sec Floors:			%
Bsmnt Flr:			
Bsmnt Gar:			
Electric:			
Insulation:			
Int vs Ext:			
Heat Fuel:	1 - OIL		
Heat Type:	3 - FORCED H/W		
# Heat Sys:			
% Heated:	100	% AC:	
Solar HW:	NO	Central Vac:	NO
% Com Wal		% Sprinkled	

DEPRECIATION

Phys Cond:	VG - Very Good	20.	%
Functional:			%
Economic:			%
Special:			%
Override:			%
	Total:	20.7	%

CALC SUMMARY

Basic $ / SQ:	80.00
Size Adj.:	0.80563438
Const Adj.:	1.03877842
Adj $ / SQ:	66.950
Other Features:	20000
Grade Factor:	1.30
Neighborhood Inf:	1.00000000
LUC Factor:	1.00
Adj Total:	2961199
Depreciation:	612968
Depreciated Total:	2348231

COMPARABLE SALES

Rate	Parcel ID	Typ	Date	Sale Price

WtAv$/SQ:		AvRate:	Ind.Val

Juris. Factor:		Before Depr:	86.70
Special Features:	0	Val/Su Net:	55.83
Final Total:	2348200	Val/Su SzAd	69.67

SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value
FFL	1ST FLOOR	22,827	66.950	1,528,269
BMT	BASEMENT	7,768	13.390	104,014
SFL	2ND FLOOR	7,768	66.950	520,068
ATC	ATTIC	3,107	33.480	104,014
OFP	OPEN PORCH	534	14.760	7,883
EFP	ENCL PORCH	56	42.750	2,394

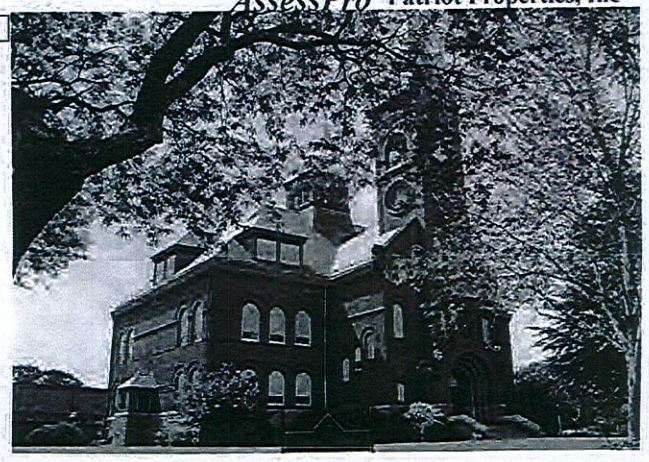
Net Sketched Area:	42,060			Total:	2,266,642
Size Ad	33702.2	Gross Area	46721	FinArea	30595

SUB AREA DETAIL

Sub Area	% Usbl	Descrip	% Type	Qu	# Ten

IMAGE

AssessPro Patriot Properties, Inc



PARCEL ID 08-009

SPEC FEATURES/YARD ITEMS

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCod JFact	Juris. Value

More: N	Total Yard Items:		Total Special Featues:	Total:

EXHIBIT B

08	068				1 of 1	TOTAL ASSESSED: 187,000
MAP	BLOCK	LOT	LOT2	LOT3	CARD	!783!

Fairhaven

Patriot Properties Inc.

PROPERTY LOCATION

No	Alt No	Direction/Street/City
		CHESTNUT STREET, Fairhaven

OWNERSHIP

Unit #:

Owner 1:	FAIRHAVEN TOWN OF
Owner 2:	
Owner 3:	
Street 1:	40 CENTER STREET
Street 2:	
Twn/City:	FAIRHAVEN
St/Prov:	MA Cntry: Own Occ:
Postal:	02719 Type:

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	Cntry:
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 79,361 SQ FT of land mainly classified as VACANT TOWN

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Descip	%	Item	Code	Descrip
Z	RA	SINGLE RE	100	U		
o				t		
n				l		
Census:				Exmpt		
Flood Haz:						
D				Topo		
s				Street		
t				Traffic		

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value
930			79361.000	187,000	187,000
Total Card			1.822	187,000	187,000
Total Parcel			1.822	187,000	187,000

Source: Market Adj Cost | Total Value per SQ unit /Card: N/A | /Parcel: N/A

Legal Description	User Acct
	GIS Ref
	GIS Ref
Entered Lot Size	Insp Date
Total Land:	03/18/09
Land Unit Type:	

PREVIOUS ASSESSMENT

Parcel ID 08-068

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2014	930	FV		0	79,361.	187,000	187,000	187,000	Year End Roll	1/7/2014
2013	930	FV		0	79,361.	198,200	198,200	198,200	Year End Roll	12/18/2012
2012	930	FV		0	79,361.	198,200	198,200	198,200	Year End Roll	12/28/2011
2011	930	FV		0	79,361.	211,300	211,300	211,300	Year End	10/20/2010
2010	950	FV		0	79,360.656	247,900	247,900	247,900	Year End	10/21/2009
2009	950	FV		0	79,360.656	255,800	255,800	255,800		11/20/2008
2008	950	FV		0	79,360.656	261,000	261,000	261,000		10/3/2007
2007	950	FV		0	79,360.656	261,000	261,000	261,000	Year End	1/12/2007

PRINT	
Date	Time
06/03/14	13:53:03
LAST REV	
Date	Time
08/05/10	14:32:06
jane	
783	

USER DEFINED

Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	Y
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	
Fact Dist:	
Reval Dist:	
Year:	
LandReason:	
BldReason:	

SALES INFORMATION

TAX DISTRICT

PAT ACCT.

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
	1173-209		2/20/1956			1	No	No		

BUILDING PERMITS

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment
6/4/2008	18461	sign			3/18/2009			
8/22/2006	16988	sign						

ACTIVITY INFORMATION

Date	Result	By	Name
3/18/2009	PERMIT VISIT	JB	JBettencourt

Sign: ___/___/___

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Influ	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
930	VACANT TOV		79361		SQ FT	SITE		0	5.	0.471	07		RA							187,021						187,000	18700

Total AC/HA:	1.82188	Total SF/SM:	79361.00	Parcel LUC:	930	VACANT TOWN	Prime NB Desc	007

Total:	187,021	Spl Credit		Total:	187,000

Disclaimer: This Information is believed to be correct but is subject to change and is not warranteed. Database: AssessPro

melody 2015

EXHIBIT B

EXTERIOR INFORMATION

Type:	
Sty Ht:	
(Liv) Units:	Total:
Foundation:	
Frame:	
Prime Wall:	
Sec Wall:	%
Roof Struct:	
Roof Cover:	
Color:	
View / Desir:	

BATH FEATURES

Full Bath	Rating:
A Bath:	Rating:
3/4 Bath:	Rating:
A 3QBth	Rating:
1/2 Bath:	Rating:
A HBth:	Rating:
OthrFix:	Rating:

OTHER FEATURES

Kits:	Rating:
A Kits:	Rating:
Frpl:	Rating:
WSFlue:	Rating:

COMMENTS

ROGERS SCHOOL PLAYGROU.

SKETCH

RESIDENTIAL GRID

1st Res Grid	Desc:	# Units

Level	FY	LR	DR	D	K	FR	RR	BR	FB	HB	L	O
Other												
Upper												
Lvl 2												
Lvl 1												
Lower												
Totals	RMs:		BRs:		Baths:		HB					

GENERAL INFORMATION

Grade:			
Year Blt:		Eff Yr Blt:	
Alt LUC:		Alt %:	
Jurisdict:		Fact:	
Const Mod:			
Lump Sum Adj:			

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	

RES BREAKDOWN

No Unit	RMS	BRS	FL
Totals			

INTERIOR INFORMATION

Avg Ht/FL:			
Prim Int Wal			
Sec Int Wall:		%	
Partition:			
Prim Floors:			
Sec Floors:		%	
Bsmnt Flr:			
Bsmnt Gar:			
Electric:			
Insulation:			
Int vs Ext:			
Heat Fuel:			
Heat Type:			
# Heat Sys:			
% Heated:		% AC:	
Solar HW:		Central Vac:	
% Com Wal		% Sprinkled	

DEPRECIATION

Phys Cond:	AV - Average	0	%
Functional:			%
Economic:			%
Special:			%
Override:			%
	Total:	0	%

CALC SUMMARY

Basic $ / SQ:	
Size Adj.:	1.00000000
Const Adj.:	8.00000000
Adj $ / SQ:	
Other Features:	0
Grade Factor:	
Neighborhood Inf:	1.00000000
LUC Factor:	1.00
Adj Total:	0
Depreciation:	0
Depreciated Total:	0

COMPARABLE SALES

Rate	Parcel ID	Typ	Date	Sale Price

WtAv$/SQ:		AvRate:	Ind.Val
Juris. Factor:		Before Depr:	0.00
Special Features:	0	Val/Su Net:	
Final Total:	0	Val/Su SzAd	

SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value

SUB AREA DETAIL

Sub Area	% Usbl	Descrip	% Type	Qu	# Ten

Net Sketched Area:		Total:	
Size Ad	Gross Area	FinArea	

SPEC FEATURES/YARD ITEMS

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCod	JFact	Juris. Value

PARCEL ID 08-068

IMAGE

AssessPro Patriot Properties, Inc

More: N	Total Yard Items:	Total Special Featues:	Total:

EXHIBIT B

MAP	BLOCK	LOT	LOT2	LOT3	CARD	GOVERNMENT	TOTAL ASSESSED:
08	009						2,686,100
						Fairhaven	!740!

Patriot Properties Inc.

PROPERTY LOCATION

No	Alt No	Direction/Street/City
90		PLEASANT STREET, Fairhaven

OWNERSHIP

Unit #:

Owner 1:	FAIRHAVEN TOWN OF
Owner 2:	
Owner 3:	
Street 1:	40 CENTER STREET
Street 2:	
Twn/City:	FAIRHAVEN
St/Prov:	MA
Cntry	
Own Occ:	
Postal:	02719
Type:	

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	
Cntry	
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 71,751 SQ FT of land mainly classified as IMPR EDUC with a(n) SCHOOL Building Built about 1972, Having Primarily WOOD Exterior and ASPHALT SH Roof Cover, with 0 Units, 0 Baths, 2 HalfBaths, 0 3/4 Baths, 0 Rooms Total, and 0 Bdrms.

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value
957	99,200		0.000		99,200
Total Card	99,200		0.000		99,200
Total Parcel	2,550,100		1.647	136,000	2,686,100

Source: Market Adj Cost | Total Value per SQ unit /Card: 93.94 | /Parcel: 82.13

Legal Description	User Acct
	GIS Ref
	GIS Ref
Entered Lot Size	Insp Date
Total Land:	08/21/12
Land Unit Type:	

PREVIOUS ASSESSMENT

Parcel ID 08-009

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date

PRINT

Date	Time
06/03/14	13:52:51

LAST REV

Date	Time
08/21/12	14:51:12
jane	
740	

USER DEFINED

Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	
Fact Dist:	
Reval Dist:	
Year:	
LandReason:	
BldReason:	

SALES INFORMATION

TAX DISTRICT

PAT ACCT.

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes

BUILDING PERMITS

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment

ACTIVITY INFORMATION

Date	Result	By	Name
8/21/2012	INSPECTED	JB	JBettencourt

PROPERTY FACTORS

Item	Code	Descip	%	Item	Code	Descrip
Z	RA	SINGLE RE	100	U		
o				t		
n				l		
Census:				Exmpt		
Flood Haz:						
D				Topo		
s				Street		
t				Traffic		

Sign: __/__/__

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Influ	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
957	CHARITABLE		0		SQ FT	SITE		0	0.	0.000	05																

Total AC/HA:	0	Total SF/SM:	0.00	Parcel LUC:	934	IMPR EDUC	Prime NB Desc	005

Total: | Spl Credit | Total:

Disclaimer: This Information is believed to be correct but is subject to change and is not warranteed. Database: AssessPro melody 2015

EXHIBIT B

EXTERIOR INFORMATION

Type:	58 - SCHOOL
Sty Ht:	1 - ONE STORY
(Liv) Units:	Total: 0
Foundation:	2 - CONC BLOCK
Frame:	
Prime Wall:	26 - WOOD
Sec Wall:	%
Roof Struct:	1 - GABLE
Roof Cover:	1 - ASPHALT SH
Color:	
View / Desir:	

GENERAL INFORMATION

Grade:	C - AVERAGE		
Year Blt:	1972	Eff Yr Blt:	
Alt LUC:		Alt %:	
Jurisdict:		Fact:	
Const Mod:			
Lump Sum Adj:			

INTERIOR INFORMATION

Avg Ht/FL:	
Prim Int Wal	2 - PLASTER
Sec Int Wall:	%
Partition:	
Prim Floors:	14 - ASPHL TILE
Sec Floors:	%
Bsmnt Flr:	
Bsmnt Gar:	
Electric:	
Insulation:	
Int vs Ext:	
Heat Fuel:	3 - ELECTRIC
Heat Type:	4 - RADIANT HW
# Heat Sys:	
% Heated:	100 % AC: 100
Solar HW:	NO Central Vac: NO
% Com Wal	% Sprinkled

BATH FEATURES

Full Bath		Rating:	
A Bath:		Rating:	
3/4 Bath:		Rating:	
A 3QBth		Rating:	
1/2 Bath:	2	Rating:	AVERAGE
A HBth:		Rating:	
OthrFix:		Rating:	

OTHER FEATURES

Kits:		Rating:	
A Kits:		Rating:	
Frpl:		Rating:	
WSFlue:		Rating:	

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

DEPRECIATION

Phys Cond:	AV - Average	28.	%
Functional:			%
Economic:			%
Special:			%
Override:			%
	Total:	28.8	%

CALC SUMMARY

Basic $ / SQ:	80.00
Size Adj.:	1.60000002
Const Adj.:	0.97970796
Adj $ / SQ:	125.403
Other Features:	6870
Grade Factor:	1.00
Neighborhood Inf:	1.00000000
LUC Factor:	1.00
Adj Total:	139295
Depreciation:	40117
Depreciated Total:	99178

COMMENTS

PORTABLE CLASSROOM.

RESIDENTIAL GRID

1st Res Grid	Desc:	# Units

Level	FY	LR	DR	D	K	FR	RR	BR	FB	HB	L	O
Other												
Upper												
Lvl 2												
Lvl 1												
Lower												

Totals	RMs:	BRs:	Baths:	HB 2

REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	

RES BREAKDOWN

No Unit	RMS	BRS	FL
Totals			

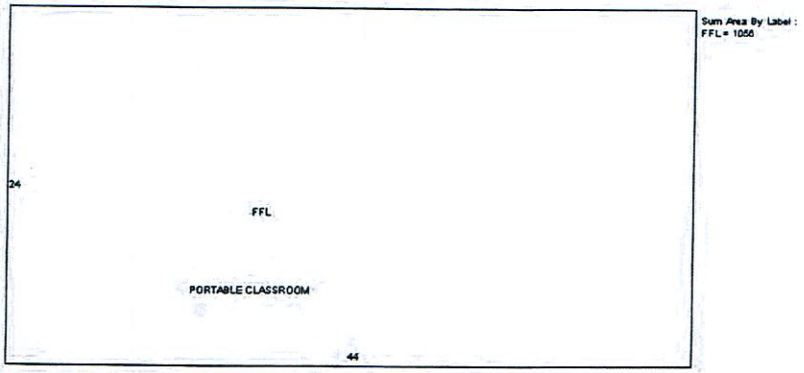
COMPARABLE SALES

Rate	Parcel ID	Typ	Date	Sale Price

WtAv$/SQ:	AvRate:	Ind.Val	

Juris. Factor:		Before Depr:	125.40
Special Features:	0	Val/Su Net:	93.94
Final Total:	99200	Val/Su SzAd	93.94

SKETCH



SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value
FFL	1ST FLOOR	1,056	125.400	132,425

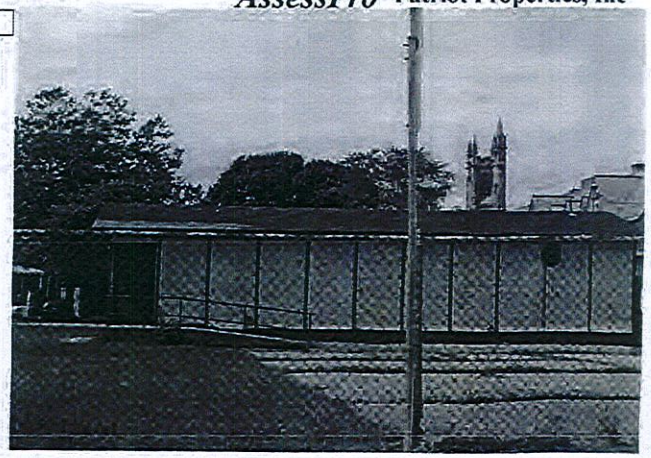
SUB AREA DETAIL

Sub Area	% Usbl	Descrip	% Type	Qu	# Ten

Net Sketched Area:	1,056			Total:	132,425
Size Ad	1056	Gross Area	1056	FinArea	1056

IMAGE

AssessPro Patriot Properties, Inc



SPEC FEATURES/YARD ITEMS

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCod	JFact	Juris. Value

PARCEL ID 08-009

More: N	Total Yard Items:	Total Special Featues:	Total:

EXHIBIT B

MAP	BLOCK	LOT	LOT2	LOT3	CARD
08	009				3 of 3

GOVERNMENT

Fairhaven

TOTAL ASSESSED: 2,686,100
!740!

Patriot Properties Inc.

PROPERTY LOCATION

No	Alt No	Direction/Street/City
90		PLEASANT STREET, Fairhaven

OWNERSHIP

Unit #:

Owner 1:	FAIRHAVEN TOWN OF
Owner 2:	
Owner 3:	
Street 1:	40 CENTER STREET
Street 2:	
Twn/City:	FAIRHAVEN
St/Prov:	MA Cntry: Own Occ:
Postal:	02719 Type:

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	Cntry:
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 71,751 SQ FT of land mainly classified as IMPR EDUC with a(n) SCHOOL Building Built about 1972, Having Primarily WOOD Exterior and ASPHALT SH Roof Cover, with 0 Units, 0 Baths, 4 HalfBaths, 0 3/4 Baths, 0 Rooms Total, and 0 Bdrms.

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value
957	102,700		0.000		102,700
Total Card	102,700		0.000		102,700
Total Parcel	2,550,100		1.647	136,000	2,686,100

Source: Market Adj Cost | Total Value per SQ unit /Card: 97.25 | /Parcel: 82.13

Legal Description	User Acct	GIS Ref	GIS Ref	Insp Date
				08/21/12

Entered Lot Size
Total Land:
Land Unit Type:

PREVIOUS ASSESSMENT

Parcel ID 08-009

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date

PRINT

Date	Time
06/03/14	13:52:55

LAST REV

Date	Time
08/21/12	14:51:23
jane	
740	

USER DEFINED

Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	
Fact Dist:	
Reval Dist:	
Year:	
LandReason:	
BldReason:	

SALES INFORMATION

TAX DISTRICT

PAT ACCT.

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes

BUILDING PERMITS

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment

ACTIVITY INFORMATION

Date	Result	By	Name
8/21/2012	INSPECTED	JB	JBettencourt

PROPERTY FACTORS

Item	Code	Descip	%	Item	Code	Descrip
Z	RA	SINGLE RE	100	U		
o				t		
n				l		
Census:				Exmpt		
Flood Haz:						
D				Topo		
s				Street		
t				Traffic		

Sign: __/__/__

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Influ	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
957	CHARITABLE		0		SQ FT	SITE		0	0.	0.000	05																

Total AC/HA:	0	Total SF/SM:	0.00	Parcel LUC:	934	IMPR EDUC	Prime NB Desc	005

Total: | Spl Credit | Total:

Disclaimer: This Information is believed to be correct but is subject to change and is not warranteed. Database: AssessPro

melody

2015

EXHIBIT B

EXTERIOR INFORMATION

Type:	58 - SCHOOL
Sty Ht:	8 - 8
(Liv) Units:	Total: 0
Foundation:	2 - CONC BLOCK
Frame:	
Prime Wall:	26 - WOOD
Sec Wall:	%
Roof Struct:	1 - GABLE
Roof Cover:	1 - ASPHALT SH
Color:	
View / Desir:	

GENERAL INFORMATION

Grade:	C - AVERAGE		
Year Blt:	1972	Eff Yr Blt:	
Alt LUC:		Alt %:	
Jurisdict:		Fact:	.
Const Mod:			
Lump Sum Adj:			

INTERIOR INFORMATION

Avg Ht/FL:			
Prim Int Wall	8 - PLYWD PANL		
Sec Int Wall:		%	
Partition:			
Prim Floors:	4 - CARPET		
Sec Floors:	14 - ASPHL TIL	25	%
Bsmnt Flr:			
Bsmnt Gar:			
Electric:			
Insulation:			
Int vs Ext:			
Heat Fuel:	3 - ELECTRIC		
Heat Type:	4 - RADIANT HW		
# Heat Sys:			
% Heated:	100	% AC:	100
Solar HW:	NO	Central Vac:	NO
% Com Wal		% Sprinkled	

BATH FEATURES

Full Bath		Rating:	
A Bath:		Rating:	
3/4 Bath:		Rating:	
A 3QBth		Rating:	
1/2 Bath:	4	Rating:	AVERAGE
A HBth:		Rating:	
OthrFix:		Rating:	

OTHER FEATURES

Kits:		Rating:	
A Kits:		Rating:	
Frpl:		Rating:	
WSFlue:		Rating:	

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

DEPRECIATION

Phys Cond:	AV - Average	28.	%
Functional:			%
Economic:			%
Special:			%
Override:			%
Total:		28.8	%

CALC SUMMARY

Basic $ / SQ:	80.00
Size Adj.:	1.60000002
Const Adj.:	0.98712999
Adj $ / SQ:	126.353
Other Features:	10870
Grade Factor:	1.00
Neighborhood Inf:	1.00000000
LUC Factor:	1.00
Adj Total:	144298
Depreciation:	41558
Depreciated Total:	102740

COMMENTS

PORTABLE CLASSROOM.

RESIDENTIAL GRID

1st Res Grid	Desc:	# Units

Level	FY	LR	DR	D	K	FR	RR	BR	FB	HB	L	O
Other												
Upper												
Lvl 2												
Lvl 1												
Lower												
Totals	RMs:		BRs:		Baths:					HB	4	

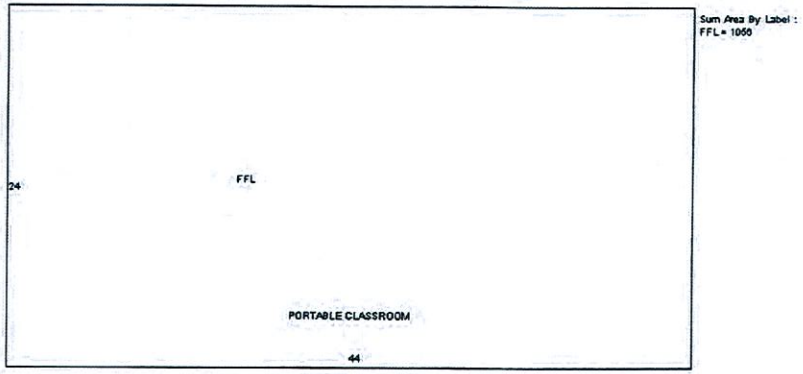
REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	

RES BREAKDOWN

No Unit	RMS	BRS	FL
Totals			

SKETCH



SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value
FFL	1ST FLOOR	1,056	126.350	133,428

SUB AREA DETAIL

Sub Area	% Usbl	Descrip	% Type	Qu	# Ten

COMPARABLE SALES

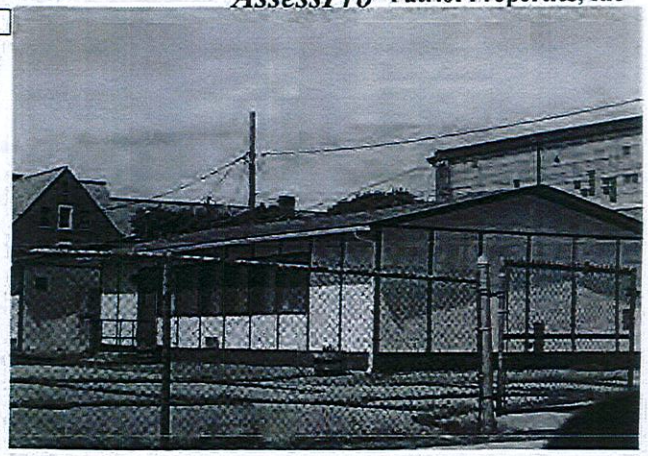
Rate	Parcel ID	Typ	Date	Sale Price

WtAv$/SQ:	AvRate:	Ind.Val	
Juris. Factor:		Before Depr:	126.35
Special Features:	0	Val/Su Net:	97.25
Final Total:	102700	Val/Su SzAd	97.25

Net Sketched Area:	1,056			Total:	133,428
Size Ad	1056	Gross Area	1056	FinArea	1056

IMAGE

AssessPro Patriot Properties, Inc



SPEC FEATURES/YARD ITEMS

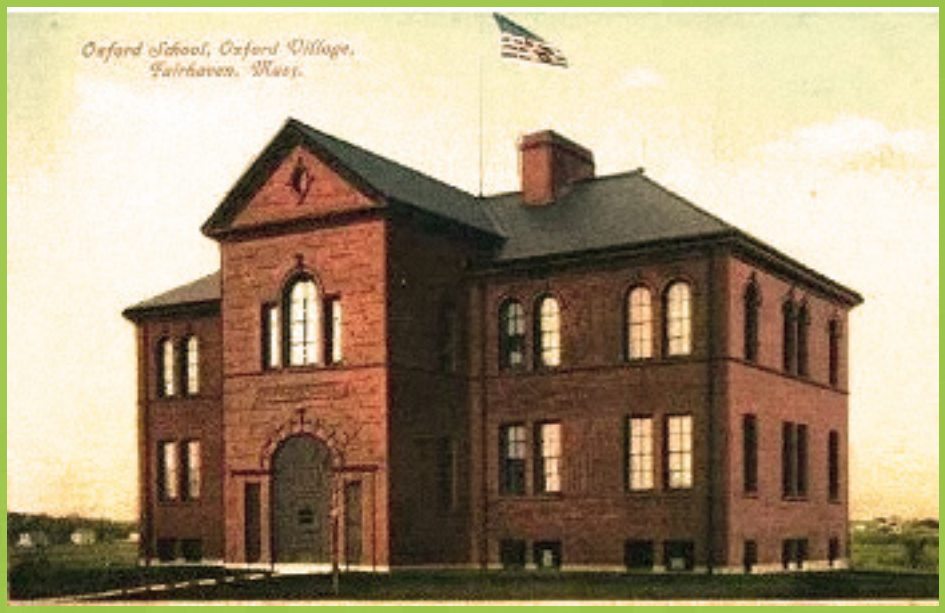
PARCEL ID 08-009

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCod	JFact	Juris. Value

More:	N	Total Yard Items:		Total Special Featues:	Total:

a proposal for

THE OXFORD SCHOOL RESIDENCES



March 4, 2015

submitted to the
Town of Fairhaven

submitted by

STRATFORD
CAPITAL GROUP

E-ICON
ARCHITECTURE

STRATFORD
CAPITAL GROUP

Phone: 978.535.5600
Fax: 978.535.1141
www.stratfordcapitalgroup.com

100 Corporate Place
Suite 404
Peabody, MA 01960

March 3, 2015

Mr. Jeffrey Osuch
Town of Fairhaven
Town Procurement Officer
40 Center Street
Fairhaven, MA 02719

Re: Request For Proposals Purchase the Oxford Elementary School

Dear Mr. Osuch:

Enclosed please find SCG Development Partners, LLC's ("Stratford" or "Applicant") response to the Request for Proposal for the re-development of the former Oxford Elementary School. It is proposed the Applicant will form the Oxford School Residences Limited Partnership (the "Partnership"), a Massachusetts Limited Partnership that is qualified to undertake the planning, design, development, construction, ownership and operation of the proposed residential project known as The Oxford School Residences (the "Property"), a 50 unit affordable housing apartment complex located at 347 Main Street, Fairhaven, MA, 02719. The Property will qualify for (i) affordable housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "Affordable Tax Credits"), (ii) federal historic tax credits under Section 47 of the Internal Revenue Code ("Federal Historic Credits"), (iii) Massachusetts affordable housing tax credits (the "State Tax Credits") and (iv) Massachusetts state historic tax credits (the "MA State Historic Tax Credits") the Affordable Tax Credits and the Federal Historic Credits are referred to as "Tax Credits".

The Property's program/unit mix will consist of the following:

Oxford School Residences	Units	GSF
Historic Building	10	22,000 (including attic-5,500)
New Addition	40	54,000 (includes 14k sf of parking)
Total	50	76,000

Unit Mix	Units	Average Square Feet Per Unit
1 BD	11	2 units @ 700 sf and 9 units @ 600 sf
2 BD	29	8 units @ 900 sf and 21units @ 850 sf
3 BD	10	10 units @ 986 sf

As part of Stratford's redevelopment proposal, the exemplary Victorian historic structure known as the Oxford Elementary School will be brought back to vitality with young children and

families. The Oxford Elementary School site in the north end of Fairhaven, MA will be beautifully transformed into 50 apartment units of affordable family housing providing sustainable solutions that build communities; and engage stakeholders to shape the places where people live, and play. The historic school will house ten (10) family units while another forty (40) family units will reside in the new addition with a proposed mix of 11-1 bedroom units, 29-2 bedroom units, and 10-3 bedroom units. Of the two interconnected buildings that comprise the current school, the original 1896 portion and the 1914 connector portion will be re-used and restored in keeping with Fairhaven's Victorian architecture. This 1896 school is believed to be eligible for National Register of Historic Places.

The prominent school will be re-used and "sensitively renovated," maintaining the central bell tower, ornate brick, terracotta detailing, sandstone sills, and granite base; per the National Park Service Guidelines for Historic Renovation. The existing 1914 connection will be re-used to link the adaptive re-use of the historic structure and the new addition providing vertical circulation to all levels. The two-story 1951 addition will be razed to make way for the construction of a new 3-story dormered addition built over parking facing Livesey Park. Cementitious siding is the primary exterior cladding of the addition, highlighted by varied bays and differentiated window configurations.

The site design will incorporate the restoration of the original school's historic front landscape facing Main Street and is able to accommodate convenient parking for all residents with a total of thirty four (34) surface striped parking spaces accessed from the existing curb cuts along Main Street and forty six (46) covered spaces below the new construction, for a total of eighty (80) parking spaces.

The amenities will include (i) on-site storage (either within the units or in an individual area of a common storage room), (ii) convenient on-site shared laundry facilities, and (iii) a club room for the use of the building community.

The interior of the existing structure to remain will essentially be "gut" rehabilitated for the conversion. The rehabilitation of the remaining wings consists of (i) the selective demolition & removal of existing floor, wall and ceiling systems and finishes, (ii) the total removal of existing electrical, plumbing & mechanical systems, (iii) the addition and/or reinforcement of structural elements to meet current codes, (iv) the replacement of the majority of existing windows, exterior doors and roofing systems, to the extent this is compatible with historic review and guidelines, (v) the installation of new mechanical, plumbing, electrical and fire protection systems, (vi) the reconfiguration of the existing spaces, and (vii) the restoration of interior wood trim and paneling in existing historic areas. The exterior scope of work consists of (i) the complete restoration of the exiting brick facade, (ii) the restoration of existing wood siding and trim, and (iii) the installation of new fenestration treatments consistent with historic preservation standards at the older structure and compatible system in the newer classroom wings.

Stratford recognizes that the development is located adjacent to a residential neighborhood and therefore the adaptive re-use, and new construction must be sensitive to this environment. We have completed numerous projects with the very same circumstance. Close attention will be paid to construction timing; site security; lighting; and noise. Once completed, the property will

be professionally managed by a top-rated management company. There will be an on-site property manager and maintenance manager. Security cameras will monitor the property and all entrances.

The Property will (i) be consistent with a municipally supported plan, (ii) have a measurable public benefit beyond the applicant community, (iii) involve a concerted public participation effort (beyond the minimally required public hearing), including the involvement of community members, residents of the development and/or key stakeholders in the planning and design of the project, (iv) create workforce housing in neighborhoods that meets a regional need, and (v) promote diversity and social equity and improves each neighborhood.

The Applicant has a portfolio of successful adaptive re-use developments of historic schools that are similar in size and scope as ***The Oxford School Residences*** located in the Commonwealth as well as is many other states as further detailed in our proposal. We look forward to participating in Town of Fairhaven's process of selecting a development organization and if the successful proponent, we look forward to the opportunity to work with the Town of Fairhaven on this exciting project.

Respectfully,

Keith McDonald
Vice President,
Stratford Capital Group, LLC

Letter of Interest

Table of Contents

I. Application Information

1) Relevant Past Experience of Development Team

2) Firm Profile

3) Pictures of the Applicant's Completed Adaptive Re-use of Historic Schools into Housing located in MA

4) Developer's Statement of Public Disclosure and State of Qualifications Financial Responsibility

II. Development Proposal

1) Project Summary

2) Twelve Questions (Section IX of RFP)

3) Architectural Drawings

III. Financial Information

1) Development Schedule and Finance Time Frame

2) Evidence of Financial Capacity

a) Bank References
b) References
c) Financials

IV. Sample Funding Sources The Simpkins School Residences (a similar adaptive re-use of a historic school into housing that closed in October 2012 to that of the proposed Oxford School Residences)

I. Application Information

1) Relevant Past Experience of Development Team

2) Firm Profile

3) Pictures of the Applicant's Completed Adaptive Re-use of Historic Schools into Housing located in MA

4) Developer's Statement of Public Disclosure and State of Qualifications Financial Responsibility

1) Relevant Past Experience of Development Team

It is proposed that SCG Development Partners, LLC ("Stratford" and "Applicant") will form the Oxford School Residences Limited Partnership (the "Partnership"), a Massachusetts Limited Partnership that is qualified to undertake the planning, design, development, construction, ownership and operation of the proposed residential project known as The Oxford School Residences (the "Property"), a 50 unit apartment complex located at 347 Main Street Fairhaven, MA 02719.

SCG Development Partners, LLC ("Stratford"), a limited liability company and a Stratford Capital Group, LLC ("SCG"), a wholly- owned subsidiary, leverages the expertise and resources of SCG principals to develop multi-family properties that benefit from affordable housing tax credits across selected markets in the United States.

Stratford was formed for the purpose of acquiring and developing affordable multifamily residential rental property investments. Stratford's investment strategy is to identify and invest in development opportunities either as single property or multiple property portfolio acquisition of multifamily rental properties located primarily throughout the Northeast, Mid-West, Mid-Atlantic and Southeastern United States, that will be eligible for affordable housing tax credits under the Internal Revenue Code Section 42 or historic rehabilitation tax credits under the Internal Revenue Code Section 47.

As real estate professionals first and foremost, the principals of Stratford have extensive experience in identifying unique opportunities, site selection, diligently underwriting and ultimately acquiring and financing rental apartment properties. Leveraging off of this skill set, the principals of Stratford Capital Group have been involved in the **successful development of 50 properties using tax credits in the role of developer or co-developer.** The development team has been successful in permitting, constructing, leasing up, and owning/operating **similar adaptive re-use of historic schools** into housing located in Massachusetts. Please see the table below:

Development	Units	Location	Construction and Lease Up Period	Status
Brown School Residences	61	Peabody, MA	July 2006 – July 2008	Completed on time and under budget and fully leased up.
Fulton School Residences	63	Weymouth, MA	Sept. 2008 – Sept. 2010	Completed on time and under budget and fully leased up.
School Street Residences	50	Athol, MA	Sept. 2009 – Dec. 2011	Completed on time and under budget and fully leased up.
Simpkins School Residences	65	Yarmouth, MA	Oct. 2012 – Dec. 2014	Completed and fully lease up
Coady School Residences	58	Bourne, MA	TBD	Chapter 40B (fully permitted), applying for financing.

In addition to the adaptive re-use developments, other recent affordable housing developments that the development team has been a member in include, but not limited to:

Development	Units	Location	Construction/Type
Residences at Government Center	270	Fairfax, VA	New Construction
Chelmsford Woods Residences	116	Chelmsford, MA	New Construction
Park Heights Apartments	100	Baltimore, MD	Acq./Rehab
The Reserve at Sugar Mill	70	St. Mary's, GA	Acq./Rehab
3 Tree Flats	130	Washington, DC	New Construction
Appian Way	204	Charleston, SC	Acq./ Rehab
Griffin Heights	100	Tallahassee, FL	Acq./ Rehab
Lakeside Apartments	110	Columbia, SC	Acq./ Rehab
Sand Dunes	104	Panama City, FL	Acq./ Rehab
Cypress Place	132	Marrero, LA	Acq./ Rehab
Pine Meadow	78	Gainesville, FL	Acq./ Rehab
Ashley House Apartments	61	Valdosta, GA	Acq./ Rehab
Elm Drive Apartments	60	Baton Rouge, LA	Acq./ Rehab
Tangi Village	96	Hammond, LA	Acq./ Rehab
Cypress Parc Apartments	63	New Orleans, LA	New Construction

Below please find the resumes of each of Stratford's principals and key personnel. Also, enclosed please find the Applicant's firm profile.

Jerry Nelson, Chairman/Principal. A founding member and owner of Stratford Capital, Mr. Nelson's primary responsibilities include strategic planning, business development and supervision of marketing activities. Prior to forming Stratford Capital, from 1995 to 2006, he was Chief Executive Officer of Franklin Capital Group, a real estate investment company specializing in the financing and development of apartment communities nationwide. During his tenure, Franklin Capital Group placed more than $350 million in equity capital in over 115 residential rental properties consisting of more than 13,500 apartment units. From 1987 to 1994, he was Executive Vice President of Sumner Development Company, a real estate company, and president of an affiliated entity, Mount Vernon Financial Corporation, where he arranged debt and equity financing and participated in project acquisition and development. From 1975 to 1987, he was Managing Director of First Winthrop Corporation and subsequently Chief Executive Officer of Winthrop Financial Associates, both Boston, Massachusetts based real estate companies. As one of the founders of Winthrop, he was responsible for the acquisition and syndication to private investors of over $5.5 billion dollars of property, including over 40,000 rental apartment units. From 1967 to 1969, he served as an officer in the United States Navy. He is a graduate of Yale University and holds an MBA from the Harvard Business School.

Ben Mottola, Principal/President/Chief Operating Officer. A founding member and owner of Stratford Capital, Mr. Mottola is responsible for the day-to-day operations of the company and his primary responsibilities include strategic planning, business development and the supervision and coordination of Stratford Capital's various business units. Prior to forming Stratford Capital and since 1996, he was the senior member of the real estate investment acquisitions staff for the Franklin Capital Group where he was primarily involved with its real

estate investment and acquisition activities. During that time, he was involved in the acquisition of over 9,000 apartment units with a development value in excess of $600 million. He also oversaw most investment analysis, real estate underwriting and other transactional activities. Prior to joining Franklin Capital Group, Mr. Mottola spent six years with Copley Real Estate Advisors, a Boston, Massachusetts based institutional real estate investment advisory firm where he was responsible for the asset management of over 4,000 multi-family apartment units. He received a Bachelor's degree in Business Administration from St. Michael's College.

Stephen Wilson, President (Virginia Office)/Principal. A founding member and owner of Stratford Capital, Mr. Wilson is primarily involved with the management and oversight of Stratford Capital's acquisitions activities. Prior to forming Stratford Capital, he was a senior member with the Franklin Capital Group where he was primarily responsible for the supervision of development projects. He has a broad development experience managing numerous types of projects that include new construction, moderate and substantial rehabilitation and adaptive re-use of historic structures. Prior to joining Franklin Capital Group in 1997, he served as president of Dulles Real Estate Corporation, a private Washington, D.C. area firm that specialized in commercial real estate and provided general advisory services to its clients, including project feasibility analysis, financing, budgetary review, marketing, development management and leasing and sales. He is an appointed Board Member of the Loudoun County Housing Advisory Board. He is a graduate of the University of Richmond with a Bachelor's degree in Finance and holds an MBA from The George Washington University.

Richard Hayden, Principal/ Executive VP/ Director of Development. A founding member and owner of Stratford Capital, Mr. Hayden is responsible for identifying, coordinating and closing real estate development and acquisition opportunities. He has over 25 years of real estate analysis, finance, development, acquisition and asset management experience. Prior to joining Stratford Capital, he was co-founder and principal of Baran Partners, LLC, a multi-family real estate investment and development firm. Prior to Baran, he was Senior Vice President and Director of Asset Management for Boston Capital Partners, Inc., an industry leader in multi-family housing. His responsibilities included management of the department, which oversaw the operation of 1,800 properties comprising 78,000 apartment units. He is a graduate of the University of Massachusetts, Amherst with a B.S. in Accounting.

Kyle Wolff, Principal/ Executive VP/Director of Acquisitions. A founding member and owner of Stratford Capital, Mr. Wolff is Stratford Capital's Director of Acquisitions and is primarily involved in identifying, analyzing and closing real estate investments. Prior to forming Stratford Capital, he was a senior member of the Franklin Capital Group, where he was primarily involved in real estate investment acquisitions and analysis. Prior to joining Franklin Capital Group in 2000, he was employed by BankBoston, N.A. where he was responsible for underwriting and managing commercial and residential real estate loans. Prior to BankBoston, he was a Senior Analyst responsible for underwriting commercial financing at Berkshire Mortgage Finance (now known as Deutsche Bank Berkshire Mortgage), a Boston, Massachusetts based real estate finance company. He received a Bachelor's degree in Industrial Engineering from Lehigh University and holds an MBA from Boston University.

Keith McDonald, Vice President at Stratford Capital. Mr. McDonald is primarily responsible for assisting in affordable housing development and acquisition activities. He has over 10 years of experience working in the affordable housing business. Prior to joining Stratford

Capital, he served as Vice President at Focustar Capital, a boutique capital market firm responsible for originating and placing debt and equity on multiple real estate and energy market product types. Prior to joining Focustar Capital, he was a Senior Analyst at Carpenter & Company, Inc, assisting development and acquisitions activities. Prior to Carpenter & Co., he was employed at the Reznick Group as a senior analyst where he assisted in structuring historic, new market, and affordable housing tax credit transactions. He received a Bachelor's degree in Accounting from the Boston College.

Development Team/Participants

Below please find a description of the relationship and responsibilities of several participants/ development team members.

Each participant below has successfully collaborated in the undertaking of the development and or management of the developments/properties in the table above.

Architect. ICON Architecture ("ICON"), based in Boston, MA, will be the design and supervising architect for the Property. ICON is widely recognized for its award winning residential designs, specifically in the area of affordable housing. Stratfords's established relationship with ICON provides a decided advantage during the design and construction process. ICON has been and is the architect for Stratford's recent developments located in the North East. ICON is certified by the State Office of Minority and Women Business Assistance.

Civil. CHA, based in Norwell, MA is a full service engineering firm with the in-house capabilities to supply all the engineering, planning, surveying, permitting, environmental, and construction inspection and administration services needed to complete your project. The technical staff possesses a strong sustainable design ethic that has been ingrained in our culture for decades. Throughout the 50-plus years in the business, CHA has led the way in developing innovative green designs. From CHA's early work on America's most scenic highways to its recent award-winning environmentally-friendly projects, CHA is proud of its green approach to planning and design.

Owner's Representation. Design Technique Incorporated ("DTI"), based in Newburyport, MA, is an established on-site construction administration company. DTI offers developers, owners and institutions, owner's representation and quality assurance services to manage risk and add value to their design and construction projects. DTI offers total program management, project support and site representation by providing personal, hands-on attention and staying fully engaged throughout the process.

Legal. Klein Hornig LLP ("Klein"), based in Boston, MA is counsel to the Sponsor. Klein is one of the nation's premier firms concentrating exclusively on affordable housing and community development. The firm focuses on structuring, managing and closing all types of multilayered affordable housing transactions for both new development and housing preservation/revitalization, under a myriad of federal and local programs including HOPE VI/mixed-finance, Affordable Housing Tax Credits, Section 202, and many more.

Accountant. CohnReznick, based in Bethesda, MD (offices nationwide, including Boston), is a leading national accounting firm which has one of the most extensive and

experienced affordable housing industry practices in the United States. As such, CohnReznick provides input into the review and development of government affordable housing programs. CohnReznick provides for-profit and nonprofit developers, public housing authorities, state housing credit agencies, syndicators, investors, and lenders with a range of accounting, tax and business advisory services.

Property Manager. The Property will be managed by a third party management company familiar with affordable housing multi-family apartments and respected/well known by the Department of Housing and Community Development/State Agency. It is anticipated that Winn Management Co. LLC ("Winn"), based in Boston, MA, a subsidiary of WinnResidential will manage the Property. Winn helps create, market, manage, and maintain a wide spectrum of apartment communities in urban, suburban and rural America. Winn employs over 2,600 persons and manages in excess of 85,000 apartment units and condominiums in more than 22 states. Winn has developed a sophisticated marketing program, which operates in accordance with Affirmative Fair Housing Laws. Winn's Marketing Department provides the expertise to help achieve optimal occupancy levels in the competitive multifamily marketplace. Attractive and effective brochures, websites, and other promotional materials serve to heighten the appeal of new properties as they come on the market. Winn managers are responsible for the implementation of budgets, staffing, annual audits, and the collection and distribution of revenue of over $200 million per year. For those properties with an affordable housing component, Winn has designed and implemented sophisticated techniques and procedures for reliable compliance with housing restrictions. Winn is the management agent for SDC's recent Massachusetts developments.

STRATFORD
CAPITAL GROUP

FIRM PROFILE

JANUARY 2015

For more information relating to Stratford Capital Group, please contact:

John M. Nelson, IV
Benjamin D. Mottola

100 Corporate Place, Suite 404
Peabody, Massachusetts 01960
978.535.5600

Stephen P. Wilson

8229 Boone Boulevard, Suite 210
McLean, Virginia 22182
703.942.6610

STRATFORD
CAPITAL GROUP

TABLE OF CONTENTS

I. Introduction

II. Executive Management Team/Key Staff

III. Affordable Housing Tax Credit Syndication

IV. Corporate Advisors

V. Organizational Diagram

I. INTRODUCTION

Stratford Capital Group, LLC ("Stratford Capital") is a recognized leader in the multifamily investment industry with a particular focus on the Low-Income Housing Tax Credit industry. Stratford Capital, along with its affiliated companies, including SCG Capital Corp., SCG Development Co. LLC, SCG Development Partners, LLC and Stratford Asset Management Co., LLC are involved in various facets of multifamily real estate investment, development and asset management.

Since 2007, Stratford Capital Group has successfully underwritten, sponsored and syndicated private equity in 130 multifamily rental apartment properties totaling approximately 15,600 apartment units in 28 states with a capitalized value of approximately $2.01 billion. Stratford Capital's multifamily focus centers on the following activities:

Tax Credit Syndication & Development

The principals of Stratford Capital have an extensive 19 year track record in the syndication and development of affordable housing utilizing Low-Income Housing Tax Credits alone, or in combination with Federal and State Historic Tax Credits (collectively the "Tax Credits"). Over the past 19 years, the principals of Stratford Capital have raised over $1 billion in equity for Tax Credit transactions. Also, the principals of Stratford Capital have been involved in the successful development and/or redevelopment of 50 properties utilizing Tax Credits.

Asset & Fund Management

Stratford Capital's experienced multifamily asset management and fund management teams are comprised of seasoned real estate, Tax Credit and accounting professionals that provide in-house, hands-on oversight for all of our multifamily investments from the time of each property's acquisition, throughout each property's holding period and finally, through each property's eventual disposition. Our investor's benefit from Stratford Capital's comprehensive asset management supervision, fund management oversight and proprietary risk management database. The mission of Stratford Capital's asset management and fund management teams is to (i) ensure investment quality and safety, (ii) establish strong working relationships with local developers/property managers, (iii) protect the financial and physical condition of the investment, (iv) achieve superior investment performance at or above projected levels and (v) provide investors with timely and accurate information regarding their investment.

Stratford Capital's primary asset management and fund management functions include:

- Participating in the initial underwriting of potential property acquisitions;
- Monitoring construction and initial lease-up activities;
- Monitoring Tax Credit compliance and reporting;

- Monitoring Property operations and review property reporting;
- Maintaining the internal Stratford Capital CRM based risk management database;
- Regularly evaluating property risk ratings and reporting to Senior Management;
- Actively participating, on an as-needed basis, in solving any material problems;
- Fund level cash management and accounting; and
- Generating periodic, quarterly and annual reports to investors.

Stratford Capital currently asset manages approximately 15,600 apartment units on behalf of its investor clients.

II. EXECUTIVE MANAGEMENT TEAM

The management team of Stratford Capital is comprised of John ("Jerry") M. Nelson, IV, Benjamin D. Mottola, Stephen P. Wilson, Richard A. Hayden and Kyle F. Wolff. Combined, the executive management team of Stratford Capital has over 100 years of experience in acquiring, financing, developing and asset managing residential rental apartment communities across the United States

JOHN M. ("JERRY") NELSON, IV ▶ *Chairman / Principal*

A founding member and owner of Stratford Capital, Mr. Nelson's primary responsibilities include strategic planning, business development and supervision of marketing activities. Prior to forming Stratford Capital, from 1995 to 2006, he was Chief Executive Officer of Franklin Capital Group, a real estate investment company specializing in the financing and development of affordable rental housing nationwide. During his tenure, Franklin Capital Group placed more than $350 million in equity capital in over 115 residential rental properties consisting of more than 13,500 apartment units. From 1987 to 1994, he was Executive Vice President of Sumner Development Company, a real estate company, and president of an affiliated entity, Mount Vernon Financial Corporation, where he arranged debt and equity financing and participated in project acquisition and development. From 1975 to 1987, he was Managing Director of First Winthrop Corporation and subsequently Chief Executive Officer of Winthrop Financial Associates, both Boston, Massachusetts based real estate companies. As one of the founders of Winthrop, he was responsible for the acquisition and syndication to private investors of over $5.5 billion dollars of property, including over 40,000 rental apartment units. From 1967 to 1969, he served as an officer in the United States Navy. He is a graduate of Yale University and holds an MBA from the Harvard Business School.

BENJAMIN D. MOTTOLA ▶ *President / Principal and Chief Operating Officer*

A founding member and owner of Stratford Capital, Mr. Mottola is responsible for the day-to-day operations of the company and his primary responsibilities include strategic planning, business development and the supervision and coordination of Stratford Capital's various business units. Prior to forming Stratford Capital and since 1996, he was the senior member of the real estate investment acquisitions staff for the Franklin Capital Group where he was primarily involved with its real estate investment and affordable housing acquisition activities. During that time, he was involved in the acquisition of over 9,000 apartment units with a development value in excess of $600 million. He also oversaw most investment analysis, real estate underwriting and other transactional activities. Prior to joining Franklin Capital Group, Mr. Mottola spent six years with Copley Real Estate Advisors, a Boston, Massachusetts based institutional real estate investment advisory firm. He received a Bachelor's degree in Business Administration from St. Michael's College.

STRATFORD
CAPITAL GROUP

STEPHEN P. WILSON ▶ *President (Virginia Office) / Principal*

A founding member and owner of Stratford Capital, Mr. Wilson is responsible for identifying, coordinating and closing affordable housing development and acquisition opportunities. Prior to forming Stratford Capital, he was a senior member with the Franklin Capital Group where he was primarily responsible for the supervision of development projects. He has a broad development experience managing numerous types of projects that include new construction, moderate and substantial rehabilitation and adaptive re-use of historic structures. Prior to joining Franklin Capital Group in 1997, he served as president of Dulles Real Estate Corporation, a private Washington, D.C. area firm that specialized in commercial real estate and provided general advisory services to its clients, including project feasibility analysis, financing, budgetary review, marketing, development management and leasing and sales. He was an appointed Board Member of the Loudoun County Housing Advisory Board. He is a graduate of the University of Richmond with a Bachelor's degree in Finance and holds an MBA from The George Washington University.

RICHARD A. HAYDEN ▶ *Executive Vice-President / Principal*
Director of Development

A founding member and owner of Stratford Capital, Mr. Hayden is responsible for identifying, coordinating and closing affordable housing development and acquisition opportunities. Prior to joining Stratford Capital, he was co-founder and principal of Baran Partners, LLC, a multi-family real estate investment and development firm. Prior to Baran, he was senior vice president and director of asset management for Boston Capital Partners, Inc. where his responsibilities included management of the department, which oversaw the operation of 1,800 properties comprising 78,000 apartment units. He is a graduate of the University of Massachusetts, Amherst with a B.S. in Accounting.

KYLE F. WOLFF ▶ *Executive Vice-President / Principal*
Director of Acquisitions

A founding member and owner of Stratford Capital, Mr. Wolff is Stratford Capital's Director of Acquisitions and is primarily responsible for managing and overseeing Stratford Capital Group's effort to acquire affordable apartment properties that benefit from various federal and state tax credits. Day-to-day activities also include project risk management, business development, asset management and general marketing. Other responsibilities include working in tandem with the investor marketing group to facilitate the review, approval and investment by institutions in Stratford Capital's proprietary and multi-investor funds. Prior to forming Stratford Capital, he was a senior member of the Franklin Capital Group, where he was employed by BankBoston, N.A. as well as Berkshire Mortgage Finance. Mr. Wolff received a Bachelor's degree in Industrial Engineering from Lehigh University and holds an MBA from Boston University.

STRATFORD
CAPITAL GROUP

KEY STAFF

MILES M. HAPGOOD, III ▶ *Senior Vice-President*

Mr. Hapgood is a senior member of the acquisition department primarily responsible for the origination, acquisition and analysis of affordable housing investments. He has over 35 years of experience working in the affordable housing industry. Prior to joining Stratford Capital, he was a principal at MMA Financial responsible for analyzing, negotiating and closing acquisitions of affordable multifamily properties financed with low income housing tax credits. While at MMA Financial, Mr. Hapgood was involved in numerous other aspects of the real estate investment industry including senior housing development, acquisitions of general partner interests and real estate operating companies, asset management, and real estate workouts. Prior to MMA Financial, he was a Senior Accountant with PricewaterhouseCoopers. He received a Bachelor's degree in Finance and Accounting from Babson College and is a Certified Public Accountant.

DEREK N. FOSTER ▶ *Senior Vice-President*

Mr. Foster is the senior member and head of the asset management department. He has over 19 years of experience working in the affordable housing industry. Prior to joining Stratford Capital, he held the position of asset manager at MMA Financial, where he was responsible for overseeing a portfolio of multifamily debt and equity investments valued in excess of $350 million. Prior to joining MMA Financial, he was a Real Estate Analyst at CW Capital (formerly Continental Wingate Companies), where he analyzed and helped process new multifamily and commercial real estate loans. He received a Bachelor's degree in Management from the University of Massachusetts, Amherst.

JEFFREY C. ABBOTT, CPA ▶ *Senior Vice-President*

Mr. Abbott is the senior member of the Portfolio Management department. He has over 20 years of experience in the affordable housing industry. Prior to joining Stratford Capital, Mr. Abbot was the director of portfolio management at Boston Capital. Prior to joining Boston Capital, he was a vice president at Boston Financial Investment Management (formerly MMA Financial) where his responsibilities included the oversight of both multi-investor and proprietary corporate tax credit funds. He also held various roles at Boston Financial (and predecessor companies) and was responsible for managing efforts to achieve portfolio investment objectives, performance reporting and investor servicing. Prior to the management role, he provided analytical and organizational support as a senior fund analyst to the institutional tax credit portfolio. Mr. Abbott spent the earlier part of his career as a senior portfolio accountant in the Boston Financial Property Management Group, as well as for Berkshire Realty Company. He worked at the accounting firm of Robert, Finnegan & Lynah and received his Certified Public Accounting designation. He received a Bachelor's degree in Business Administration specializing in accounting from Boston College.

ELIZABETH C. RONAYNE ▶ *Senior Vice-President*

Ms. Ronayne is a senior member of the investor service and marketing departments primarily responsible for the marketing activities associated with the sponsorship of low income housing tax credit investments in our multi-investor and proprietary funds as well as other real estate related activities. Prior to joining Stratford Capital, from 2004-2013, she served as managing director for Michel Associates, Ltd. where she managed and developed the investor client base, coordinated all marketing activities and successfully closed 10 investment partnerships representing $260 million of equity. Prior to joining Michel Associates, she held various executive positions in commercial banks including RBS Citizens Bank, Capital Crossing Bank and BankBoston Financial. She received a Bachelor's of Science degree from Salem State University.

ROBERT Y. WONG ▶ *Senior Vice-President*

Mr. Wong is a senior member of the acquisition department primarily responsible for the origination, acquisition and analysis of multifamily real estate investments. He has over 22 years experience working in the multifamily and commercial real estate industry. Prior to joining Stratford Capital, he held senior acquisitions positions at City Real Estate Advisors and MMA Financial where he was responsible for analyzing, negotiating and closing acquisitions of multifamily properties financed with low income housing tax credits. Mr. Wong has also been involved in numerous other aspects of institutional real estate investment and was co-founder of John Hancock's low income housing tax credit program. Mr. Wong received a Bachelor's of Architecture degree from the Rhode Island School of Design and holds an MBA from Boston University.

BRUCE R. SOROTA ▶ *Senior Vice-President*

Mr. Sorota is a senior member of the acquisitions department primarily responsible for the origination, acquisition, and analysis of affordable rental housing investments. He has over 22 years of experience working in the affordable housing industry. Prior to joining Stratford Capital, he was responsible for the opening the Boston office for Red Capital Markets, Inc where he originated, underwrote and closed tax credit investments throughout the northeastern U.S. He also co-founded Housing Advisors a consulting firm that provided due diligence services for developers, syndicators and investors in affordable housing. From 2003 through 2008 he served on the Andover Housing Partnership Committee. He received a Bachelor of Arts in Economics from Tufts University and an MBA from the Helsinki School of Economics.

JOHN J. SOREL ▶ *Senior Vice-President*

Mr. Sorel is a senior member of the acquisition department primarily responsible for the origination, acquisition and analysis of affordable housing investments. He has over 25 years of experience working in the commercial real estate debt and equity finance industry, with a particular focus on multifamily and affordable housing investments. Prior to joining Stratford Capital, he was Managing Director at Berkeley Point Capital where he was responsible for a range of asset management, special asset management and risk management functions. Mr. Sorel was previously a Managing Director at Centerline Capital and its predecessor companies in New York where he specialized in affordable multifamily equity and debt finance. Mr. Sorel has a Bachelor's degree in Economics from Syracuse University.

GAIL SEVERT ▶ *Vice-President*

Ms. Severt is a member of the corporate administration and fund management departments. She has over 22 years of accounting and information infrastructure experience. Prior to joining Stratford Capital, she was a Manager, Business Process Outsourcing at McGladrey, LLP, where she was responsible for accounting, system implementation, and management consulting for a variety of small to mid-size businesses. Her real estate experience extends from the 8 years working as a partnership controller for the Equity Group Investment Limited Partnership Syndication portfolio. She was involved with the initial public offerings of Equity Lifestyle Properties (fka Manufactured Home Communities, Inc. ("MHC")) and Equity Residential Properties, and subsequently served as Corporate Controller for MHC. She received a Bachelor's degree in Accounting from St. Joseph's College and her CPA designation in Indiana and Illinois.

BRENDAN P. POWER ▶ *Vice-President*

Mr. Power is a member of the asset management department. He has over 11 years of experience working in the multifamily housing and residential management industry and over 8 years of direct experience working in the affordable housing industry. Prior to joining Stratford Capital, he was a portfolio manager for Housing Management Resources, Inc. where he oversaw the day-to-day operations of the company's New England affordable housing portfolio. Prior to Housing Management Resources, Mr. Power was an asset manager for Boston Capital where he was responsible for overseeing a portfolio of multifamily partnerships. He received a Bachelor's degree in Business Administration from Northeastern University.

JONATHAN S. MILTON ▶ *Vice-President*

Mr. Milton is a member of the asset management department. He has over 14 years of experience working in the affordable housing industry. Prior to joining Stratford Capital, he was an asset manager at Freddie Mac, where he was responsible for overseeing a portfolio of multifamily loans in excess of $11 billion. Prior to Freddie Mac, he was an associate at Franklin Capital Group, where he was responsible for the analysis of affordable housing investments. He received a Bachelor's degree from Bucknell University, a Master's degree in Philosophy from Temple University and an MBA from American University.

ALEXANDRA E. KASPRZAK ▶ *Assistant Vice-President*

Ms. Kasprzak is primarily involved with the analysis of real estate investments and asset management activities. She has over 7 years of experience working in the affordable housing industry. She is also responsible for coordinating Stratford's third party vendor relationships and overseeing Stratford's proprietary property database. Prior to joining Stratford Capital, she served as litigation paralegal with the Boston office of Proskauer Rose. Prior to joining Proskauer Rose, she worked for MMA Financial, Inc. in the Affordable Housing Group's legal department. She received a Bachelor's degree in Paralegal Studies from Suffolk University.

JARED V. RAND ▶ *Vice-President*

Mr. Rand is primarily involved with the analysis and underwriting of real estate investments. He has over 10 years of experience working in the affordable housing industry. Prior to joining Stratford Capital, he served as an asset manager and analyst working in a variety of business units including asset management, development risk management, and capital transactions at MMA Financial. He was responsible for overseeing a portfolio of multifamily investments and providing analytical support to deals in workout. Prior to joining MMA Financial, he worked in Morgan Stanley's brokerage division. He received a Bachelor's degree in Accounting from Northeastern University.

RENÉE B. TANGUAY ▶ *Assistant Vice-President*

Ms. Tanguay is primarily involved with the analysis and underwriting of affordable housing investments. She has over 16 years of experience working in the affordable housing industry in the areas of asset management, market analysis, and project underwriting. Prior to joining Stratford Capital, she served as an underwriter at Michel Associates where her primary responsibilities involved underwriting all aspects of proposed affordable housing investments. Prior to joining Michel, she was a vice president of investment valuation at MMA Financial where her responsibilities included completing feasibility analyses for proposed affordable housing investments located across the country. Prior to joining MMA Financial, she also spent five years as an asset manager at Boston Capital overseeing a portfolio of approximately 125 affordable housing properties in various stages of their life cycle. She holds a Massachusetts Real Estate Salesperson License, and has completed over 150 classroom hours in real estate appraisal. She received a Bachelor of Arts degree in International Business from Assumption College.

JASON B. DUGUAY ▶ *Assistant Vice-President*

Mr. Duguay is primarily responsible for assisting in the analysis and underwriting of affordable housing investments. He has over 5 years of experience working in the affordable housing industry. Prior to joining Stratford Capital, he worked for a Massachusetts-based real estate brokerage firm where he was involved with the analysis and brokerage of commercial and residential real estate. He received a Bachelor's degree in Finance and Economics from Bentley University.

KEITH J. MCDONALD ▶ *Vice-President*

Mr. McDonald is primarily responsible for assisting in affordable housing development and acquisition activities. He has over 12 years of experience working in the affordable housing business. Prior to joining Stratford Capital, he served as Vice President at Focustar Capital, a boutique capital market firm responsible for originating and placing debt and equity on multiple real estate and energy market product types. Prior to joining Focustar Capital, he was a Senior Analyst at Carpenter & Company, Inc, assisting development and acquisitions activities. Prior to Carpenter & Co., he was employed at the Reznick Group as a senior analyst where he assisted in structuring historic, new market, and low income housing tax credit transactions. He received a Bachelor's degree in Accounting from the Boston College.

KARA S. WILLIAMS–KIEF ▶ *Assistant Vice-President*

Ms. Williams-Kief is primarily responsible for assisting in affordable housing development and acquisition activities. She has over 8 years of experience working in the affordable housing industry. Prior to joining Stratford Capital, she was a Multifamily Housing Developer at the National Housing Trust where she was responsible for the acquisition, development, and preservation of existing affordable housing properties. She received her Bachelor's degree in Political Science from The George Washington University and a Master of Science degree in Real Estate from The Johns Hopkins University Carey Business School.

NANCY A. NOTO ▶ *Investor Relations Manager*

Ms. Noto is primarily involved with investor relations. Her primary responsibilities include coordination of investor closings, investor reporting and relationships with outside professionals. She has been involved in investor relations for over 12 years. She received a Bachelor's degree in Design and Environmental Analysis from Cornell University.

MEREDITH B. MANOS ▶ *Corporate Administrator*

Ms. Manos is primarily involved in the day-to-day management of Stratford Capital's bookkeeping, vendor relations and facilities management activities. She has been involved with corporate administration for over 12 years. She attended Syracuse University and the University of New Hampshire.

ROBERT M. BARNARD ▶ *Analyst*

Mr. Barnard is primarily responsible for assisting in the analysis and underwriting of affordable housing investments. Prior to joining Stratford Capital he worked for a Northern Virginia based real estate appraisal company. Before that, Mr. Barnard interned with Vornado Realty Trust in their Acquisitions department. He received a Bachelor's degree in Business and Political Science from the University of Rochester and is currently pursuing his Master's degree in Real Estate from Georgetown University.

STRATFORD
CAPITAL GROUP

JOHN-PAUL VACHON ▶ *Analyst*

Mr. Vachon is primarily responsible for assisting in the analysis and underwriting of affordable housing investments. Prior to joining Stratford Capital, he worked for Merrick Towle Communications in Washington, D.C where he was involved in strategic positioning and lease-up of multifamily residential communities. He received a Bachelor's degree from The George Washington University and an MBA from Babson College.

STRATFORD
CAPITAL GROUP

Stratford Fund XI Limited Partnership

Stratford Fund XI Limited Partnership is a $83 million Low-Income Housing Tax Credit fund comprised of seven institutional investors, including an affiliate of Stratford Capital (“Fund XI”). Fund XI is comprised of 17 affordable apartment properties located in Arkansas, Georgia, Indiana, Louisiana, Massachusetts, Michigan, Missouri, Mississippi, Minnesota, New York and Tennessee totaling approximately 1,500 rental apartment units.

Stratford Fund XV Limited Partnership

Stratford Fund XV Limited Partnership is a $100 million Low-Income Housing Tax Credit fund comprised of 10 institutional investors, including an affiliate of Stratford Capital ("Fund XV"). Fund XV is comprised of 18 affordable apartment properties located in Arkansas, Connecticut, Georgia, Illinois, Louisiana, Massachusetts, Michigan, Mississippi, Missouri, Pennsylvania, Tennessee and New York totaling approximately 2,000 rental apartment units.

Proprietary Individual Tax Credit Investments

The principals of Stratford Capital have a long and successful history of executing Tax Credit property acquisitions that were custom tailored to the specific needs of its investors.

III. AFFORDABLE HOUSING TAX CREDIT SYNDICATION

Over the last 19 years, the principals of Stratford Capital have syndicated over $1 billion in equity in Tax Credit transactions from over 60 corporate and institutional investor clients. Stratford Capital takes pride in our long history of providing both our developer partners and investor clients with the highest level of responsiveness and personal service that has become our hallmark.

A few examples of our recent Tax Credit syndication activities are as follows:

Stratford Fund I Limited Partnership

Stratford Fund I Limited Partnership is a $40 million single investor multi-property Low Income Housing Tax Credit fund comprised of 16 affordable apartment properties located in Virginia, North Carolina and South Carolina totaling approximately 1,300 rental apartment units.

Stratford Fund II Limited Partnership

Stratford Fund II Limited Partnership is a $100 million single investor multi-property Low Income Housing Tax Credit fund comprised of 21 affordable apartment properties located in South Carolina, Florida, Massachusetts, Maryland, Michigan, Mississippi, Missouri, Louisiana, Minnesota and Washington, D.C. totaling approximately 2,400 rental apartment units.

Stratford Fund III Limited Partnership

Stratford Fund III Limited Partnership is a $43 million Low-Income Housing Tax Credit fund comprised of six institutional investors, including an affiliate of Stratford Capital ("Fund III"). Fund III is comprised of 6 affordable apartment properties located in Iowa, Wisconsin, Kentucky, Louisiana and Florida totaling approximately 1,000 rental apartment units.

Stratford Fund V Limited Partnership

Stratford Fund V Limited Partnership is an $81 million Low-Income Housing Tax Credit fund comprised of nine institutional investors, including an affiliate of Stratford Capital ("Fund V"). Fund V is comprised of 15 affordable apartment properties located in Iowa, Arkansas, Texas, California, Florida, Virginia, Louisiana, New York, Rhode Island, Nebraska, Utah, Tennessee and Florida totaling approximately 1,500 rental apartment units.

Stratford Fund VII Limited Partnership

Stratford Fund VII Limited Partnership is an $90 million Low-Income Housing Tax Credit fund comprised of six institutional investors, including an affiliate of Stratford Capital ("Fund VII"). Fund VII is comprised of 12 affordable apartment properties located in Arkansas, Connecticut, Florida, Georgia, Indiana, Louisiana, Minnesota, New York, Rhode Island, Washington and Wisconsin totaling approximately 1,334 rental apartment units.

IV. CORPORATE ADVISORS

TAX CREDIT & REAL ESTATE COUNSEL

Mr. Gregory R.A. Dahlgren
DLA Piper

203 North LaSalle Street
Suite 1800
Chicago, IL 60601

Mr. James E. McDermott
Holland & Knight, LLP

10 St. James Avenue
Boston, Massachusetts 02108

ACCOUNTANTS

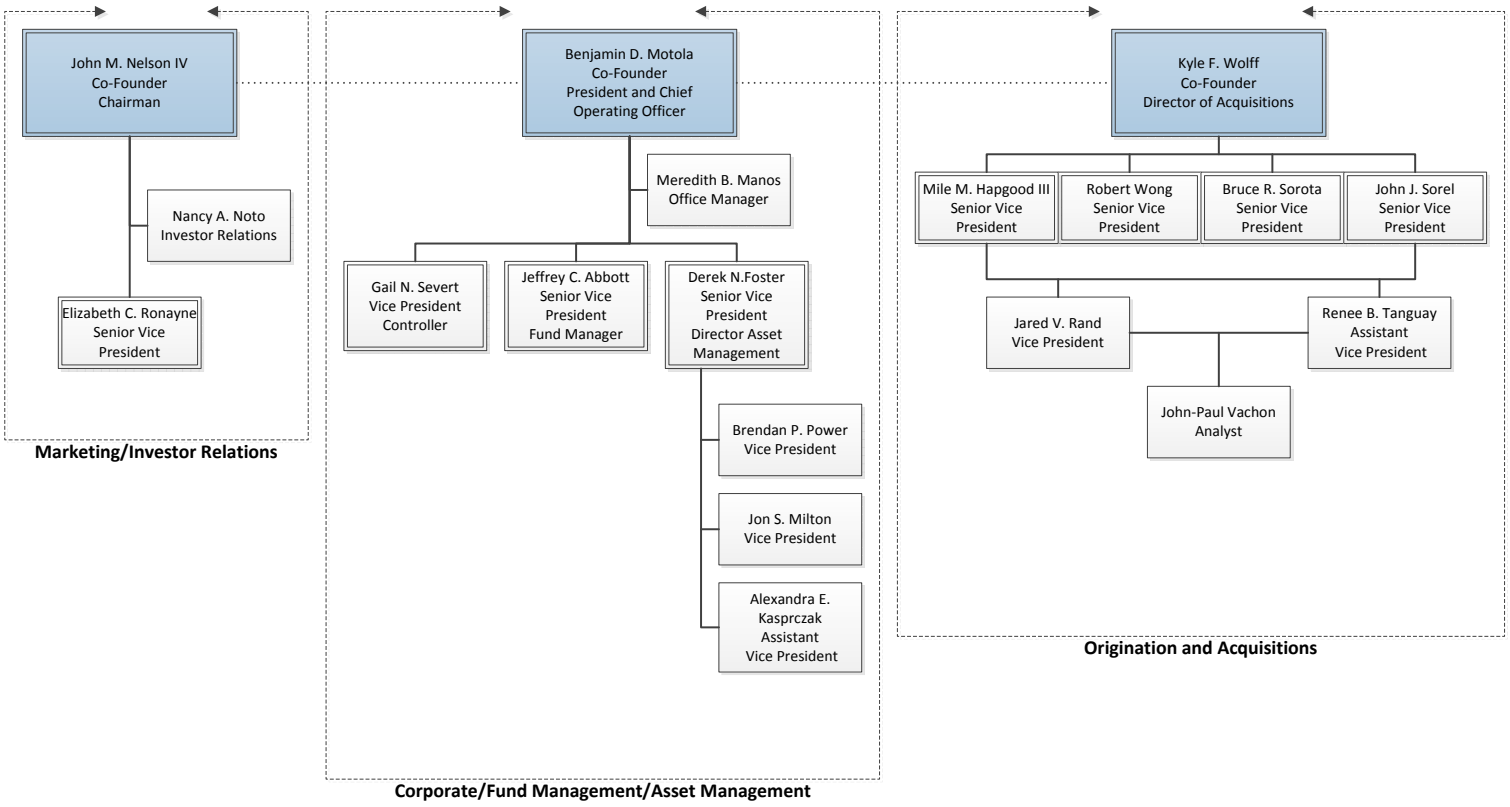
Kevin Martin, Jr.
Kevin P. Martin & Associates, PC

10 Forbes Road
Suite 200
Braintree, MA 02184

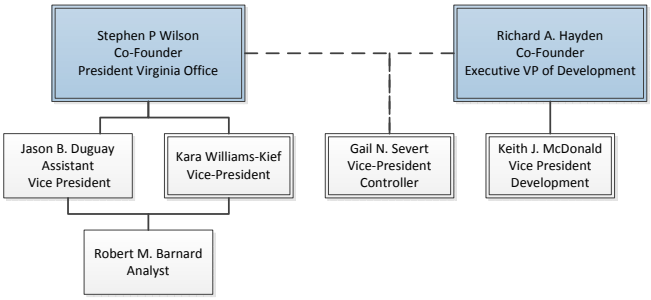
Mr. Mark Einstein
Mr. Frederick H. Copeman
Reznick Group

500 East Pratt Street
Suite 200
Baltimore, MD 21202-3100

V. ORGANIZATIONAL DIAGRAM



SCG DEVELOPMENT PARTNERS, LLC



SCG DEVELOPMENT
PARTNERS, LLC

ADAPTIVE RE-USE AND SUBSTATIAL RENOVATION OF HISTORIC SCHOOLS INTO HOUSING DEVELOPMENTS LOCATED IN MASSACHUSETTS

Contact:

Richard Hayden
Director of Development
rah@stratfordcapitalgroup.com
978.535.5600 x114

Keith McDonald
Vice President
kjm@stratfordcapitalgroup.com
978.535.5600 x119

FULTON SCHOOL RESIDENCES WEYMOUTH, MA

Fulton School Residences is an adaptive re-use and substantial renovation of the historic Alice Fulton School located in Weymouth, Massachusetts. The redevelopment of this project was awarded to Stratford Capital Group through the Town of Weymouth's issuance of a competitive Request for Proposals. The development includes 63 apartment units, 100% of which are affordable. The development was financed utilizing multiple layers of financing, including Low income Housing Tax Credits issued through the Massachusetts Department of Housing and community Development ("DHCD"), Federal and Massachusetts Historic Tax Credits, Housing Stabilization Funds, Affordable Housing Trust Funds, HOME Funds, construction financing from TD Banknorth and a permanent loan form Wainwright Bank. Construction commenced in September 2008 and was completed September 2009 and is currently fully occupied.

Development Team

Developer. SCG (or affiliate)

Architect. ICON architecture inc.

Historic Consultant. VHB

Civil Engineer. CHA

General Contractor. Callahan

STRATFORD CAPITAL GROUP

FULTON SCHOOL RESIDENCES
BEFORE REHABILITATION

STRATFORD
CAPITAL GROUP

FULTON SCHOOL RESIDENCES
AFTER REHABILITATION

STRATFORD
CAPITAL GROUP

FULTON SCHOOL RESIDENCES
AFTER REHABILITATION

STRATFORD
CAPITAL GROUP

SCHOOL STREET RESIDENCES ATHOL, MA

School Street Residences is an adaptive re-use and substantial renovation of the historic Athol High School located in Athol, Massachusetts. The redevelopment of this project was awarded to Stratford Capital Group through the Town of Athol's issuance of a competitive Request for Proposals. The development includes 50 apartment units, 100% of which will be affordable. The development was financed utilizing multiple layers of financing, including Low income Housing Tax Credits issued through the Massachusetts Department of Housing and community Development ("DHCD"), Federal and Massachusetts Historic Tax Credits, Affordable Housing Trust Funds, Housing Stabilization Funds, a construction loan from TD Banknorth and a permanent loan form Eastern Bank. Construction commenced in September 2009 and was completed November 2010 and is currently fully occupied.

Development Team

Developer. SCG (or affiliate)

Architect. ICON architecture inc.

Historic Consultant. VHB

Civil Engineer. CHA

General Contractor. Callahan

STRATFORD CAPITAL GROUP

SCHOOL STREET RESIDENCES
BEFORE REHABILITATION

STRATFORD
CAPITAL GROUP

SCHOOL STREET RESIDENCES
AFTER REHABILITATION

STRATFORD
CAPITAL GROUP

SCHOOL STREET RESIDENCES
AFTER REHABILITATION

STRATFORD
CAPITAL GROUP

BROWN SCHOOL RESIDENCES PEABODY, MA

Brown School Residences is an adaptive re-use and substantial renovation of the historic Old Brown School located in Peabody, Massachusetts. The project also involved the new construction of a 4-story building. The project was awarded through the City of Peabody's issuance of a competitive Request for Proposals. The development included a total of 61 apartment units, 100% of which are affordable. The development was financed utilizing multiple layers of financing, including Low income Housing Tax Credits issued through the Massachusetts Department of Housing and community Development ("DHCD"), Federal and Massachusetts Historic Tax Credits, Affordable Housing Trust Funds, Priority Development Funds, HOME Funds, construction financing from TD Banknorth and a permanent loan from MassHousing. Construction commenced in July 2006 and was completed July 2007 and is currently fully occupied.

Development Team

Developer. SCG (or affiliate)

Architect. ICON architecture inc.

Historic Consultant. VHB

Civil Engineer. CHA

General Contractor. Callahan

STRATFORD CAPITAL GROUP

BROWN SCHOOL RESIDENCES
BEFORE REHABILITATION

STRATFORD
CAPITAL GROUP

BROWN SCHOOL RESIDENCES
AFTER REHABILITATION

STRATFORD
CAPITAL GROUP

BROWN SCHOOL RESIDENCES
AFTER REHABILITATION

STRATFORD
CAPITAL GROUP

SIMPKINS SCHOOL RESIDENCES YARMOUTH, MA

The Simpkins School Residences is an adaptive re-use and substantial renovation of the historic John Simpkins Elementary School located in Yarmouth, Massachusetts. The redevelopment of this project was awarded to Stratford Capital Group through the Town of Yarmouth's issuance of a competitive Request for Proposals. The development will include 65 apartment units, of which 58 apartment units will be affordable and the remaining 7 apartment units will be market. The development team has full approval from the Cape Cod Commission. The development was financed utilizing multiple layers of financing, including Low income Housing Tax Credits issued through the Massachusetts Department of Housing and community Development ("DHCD"), Federal and Massachusetts Historic Tax Credits, Affordable Housing Trust Funds, Housing Stabilization Funds, HOME Funds, a construction loan from TD Banknorth and a permanent loan form Eastern Bank. Construction commenced in October 2012 and is 100% occupied.

Development Team

Developer. SCG (or affiliate)

Architect. ICON architecture inc.

Historic Consultant. VHB

Civil Engineer. CHA

General Contractor. Callahan

STRATFORD CAPITAL GROUP

SIMPKINS SCHOOL RESIDENCES
BEFORE REHABILITATION

STRATFORD CAPITAL GROUP

SIMPKINS SCHOOL RESIDENCES
AFTER REHABILITATION

STRATFORD
CAPITAL GROUP

SIMPKINS SCHOOL RESIDENCES
AFTER REHABILITATION

STRATFORD
CAPITAL GROUP

SIMPKINS SCHOOL RESIDENCES
PROPOSED DESIGN

STRATFORD
CAPITAL GROUP

COADY SCHOOL RESIDENCES BOURNE, MA

Stratford will undertake the planning, design, development, construction, ownership and operation of the proposed residential project known as The Coady School Residences. As part of the Applicant's redevelopment proposal, the proud Coady School will be sensitively renovated, per National Park Service Guidelines for Historic Renovation, and expanded to the rear to provide 58 units of new respectable housing and support services pursuant to the Massachusetts Comprehensive Permit (M.G.L. c.40B, Section 20-23, or "Chapter 40B") and the Town of Bourne Permit Rules and Regulations of the Zoning Board of Appeals. Financing will be provided through the Massachusetts Department of Housing and Community Development Low Income Housing Tax Credit Program. The Coady School Residences will serve Bourne and the surrounding area's senior population (55+ and 62+). All of the units will be affordably priced and rented to individuals who earn less than sixty (60%) of area median income; 20% of the units will be rented to individuals who earn less than thirty percent (30%) of area median income. The Zoning Board of Appeals ("ZBA") approved a Comprehensive Permit for the proposed development pursuant to the terms, conditions and obligations imposed by Massachusetts General Laws Chapter 40B. As such, the Chapter 40B processes for the Town of Bourne and the ZBA are complete.

Development Team

Developer. SCG (or affiliate)

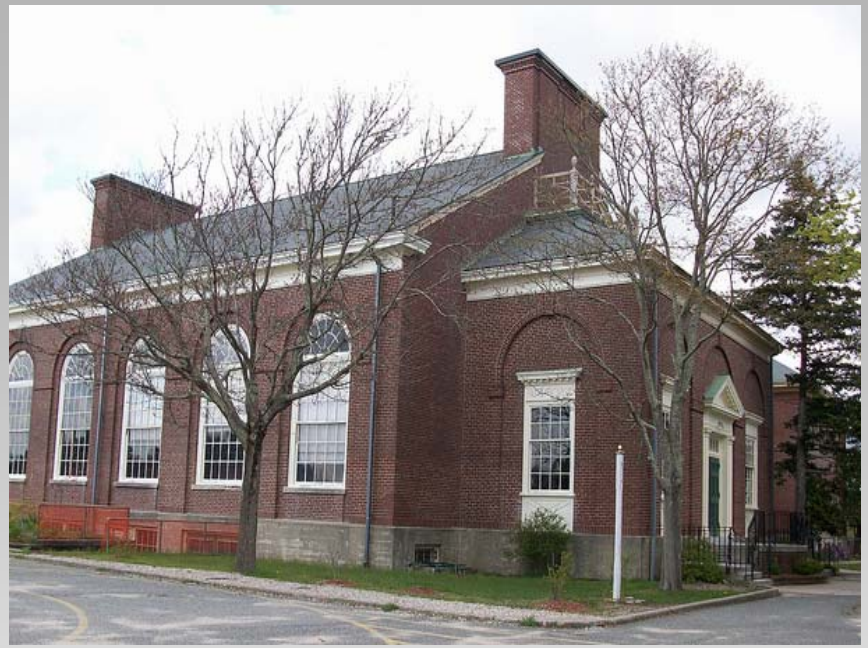
Architect. ICON architecture inc.

Historic Consultant. VHB

Civil Engineer. CHA

General Contractor. TBD

STRATFORD CAPITAL GROUP



COADY SCHOOL RESIDENCES
BEFORE REHABILITATION

STRATFORD CAPITAL GROUP

COADY SCHOOL RESIDENCES
PROPOSED DESIGN

STRATFORD
CAPITAL GROUP

PROPOSAL FORM COVER SHEET

SUBMITTED TO: Town of Fairhaven
40 Center Street
Fairhaven, MA 02719

DATE RECEIVED BY TOWN: _____

SUBMITTED BY:

Name: Keith McDonald

Firm: SGG Development Partners

Address: 100 Corporate Place, Suite 404
Peabody MA 01960

Telephone: (978) 535 5600 x119

Set forth by the Town of Fairhaven, the accompanying proposal is submitted to purchase the Rogers and/or Oxford Schools in the Town of Fairhaven, MA, described therein.

I am fully aware of the requirements established by the Town for selection of a Developer and accept these requirements. ***The attached information is complete and accurate.***

_____
Signature

Vice President
Title

3/2/2015
Date

BACKGROUND OF PROPOSING ORGANIZATION

Proposed Purchase Price $ 325,000

1. Full Name of Organization: SCG Development Partners LLC (affiliate of Stratford Capital Group)
2. Main Office of Organization: 100 Corporate Place, Suite 404, Peabody MA
3. Local Address of Organization: Same
4. Telephone Number(s): (978) 535-5600
5. The name(s) and address(es) of all persons participating in this application as principals other than the undersigned are:

   Richard Hayden, Partner

   (Use separate sheet of paper and attach if further principals are involved).

6. The applicant is a(n):
   (Individual/Partnership/Joint/Venture/Corporation/Trust, etc.)

   Limited Liability Company

   If applicant is a Partnership, state name and residential address of both general and limited partners:

   100 Corporate Place, Peabody MA

7. The Federal Social Security Identification Number of the applicant (the number used on Employers' Quarterly Federal Tax Return, U.S. Treasurer Department Form 941) is: 46 - 3040334
8. Number of years organization has been in business under current name:

   Since June 2013 (parent co. has been operating since June 2007)

9. Has organization ever failed to perform any contract, or been disqualified or barred from bidding or working on public projects?
   (If answer is 'yes', please state circumstances).

   No

10. Authorization:
Dated at:

This 2 day of March, 2015.

NAME OF ORGANIZATION: SCG Development Partners, LLC

BY: Richard A. Hayden

TITLE: Partner

11. Attestation

Richard A. Hayden, being duly sworn deposes and

says that he/she is the Partner of SCG Development Partners, LLC

and that all answers to the foregoing questions and all statements contained

herein are true and correct.

Subscribed and sworn before me this 2 day of March, 2015.

MBManos
Notary Public:
My Commission expires:

MEREDITH B MANOS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
May 28, 2021

NOTE: This application must bear the written signature of the applicant.

If the applicant is an individual doing business under a name other than his own name, the application must state so, giving the address of the individual.

If the applicant is a partnership, the application must be signed by a partner and designated as such.

If the applicant is a corporation, trust or joint venture, the application must be signed by a duly authorized officer or agent of such corporation, trust or joint venture and contain written evidence of the authority to bind the entity.

Town of Fairhaven
Sale and Development of Former Oxford Elementary School

EXHIBIT B **HAZARDOUS MATERIAL RELEASE**

HAZARDOUS MATERIAL RELEASE
("Hold Harmless" Agreement)

RELEASE REGARDING HAZARDOUS MATERIALS
OXFORD SCHOOL
347 MAIN STREET
FAIRHAVEN, MA 02719

The Town assumes no liability for any release of hazardous materials on this Property. The Proposer has not relied upon any representations by the Town with respect to hazardous materials, except to the extent disclosed herein.

The Proposer agrees to release and hold harmless the Town of Fairhaven from any liability arising out of any hazardous materials that may be present on the Property.

PROPOSER: _____ DATE: 3/2/2015
Keith McDonald
Vice President

II. Development Proposal

1) Project Summary
2) Twelve Questions (Section IX of RFP)
3) Architectural Drawings

1) Project Summary

Introduction

It is proposed that SCG Development Partners, LLC ("Stratford" or "Applicant") will form the Oxford School Residences Limited Partnership (the "Partnership"), a Massachusetts Limited Partnership that is qualified to undertake the planning, design, development, construction, ownership and operation of the proposed residential project known as The Oxford School Residences (the "Property"), a 50 unit affordable housing apartment complex located at 347 Main Street, Fairhaven, MA, 02719. The Property will qualify for (i) affordable housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "Affordable Tax Credits"), (ii) federal historic tax credits under Section 47 of the Internal Revenue Code ("Federal Historic Credits"), (iii) Massachusetts affordable housing tax credits (the "State Tax Credits") and (iv) Massachusetts state historic tax credits (the "MA State Historic Tax Credits") which have been awarded and are anticipated to be sold to a 3rd party investor. Collectively, the Affordable Tax Credits and the Federal Historic Credits are referred to as "Tax Credits".

Description of Use

The development of the Property involves the adaptive re-use of the historic Hawich Middle School and new construction that provides a total of 50 senior housing units located at 347 Main Street, Fairhaven, MA, 02719. The Property will contain; 11 one bedroom units, 29 two bedroom units, and 10 three bedroom units. Of the Property's 50 apartment units, all apartment units will be restricted to tenants making 60% or less of the area median income ("AMI"); of which 5 will be restricted to tenants making 30% or less of AMI.

The Property's program/unit mix will consist of the following:

Oxford Building	Units	GSF
Historic Building	10	22,000 (including attic-5500)
New Addition	40	54,000 (includes 14k of parking)
Total	50	76,000

Unit Mix	Units	Average Square Feet Per Unit
1 BD	11	2 units @ 700 sf and 9 units @ 600 sf
2 BD	29	8 units @ 900 sf and 21units @ 850 sf
3 BD	10	10 units @ 986 sf

Property Description

As part of Stratford's redevelopment proposal, the exemplary Victorian historic structure known as the Oxford Elementary School will be brought back to vitality with young children and families. The Oxford Elementary School site in the north end of Fairhaven, MA will be beautifully transformed into approximately 50 apartment units of affordable family housing providing sustainable solutions that build communities; and engage stakeholders to shape the places where people live, and play. The historic school will house ten (10) family units while

another forty (40) family units will reside in the new addition with a proposed mix of 11-1 bedroom units, 29-2 bedroom units, and 10-3 bedroom units. Of the two interconnected buildings that comprise the current school, the original 1896 portion including the 1914 connector portion will be re-used and restored as exemplary of Fairhaven's Victorian architecture. This 1896 school is believed to be eligible for National Register of Historic Places.

The prominent school will be re-used and "sensitively renovated," maintaining the central bell tower, ornate brick, terracotta detailing, sandstone sills, and granite base; per the National Park Service Guidelines for Historic Renovation. The existing 1914 connection will be re-used to link the adaptive re-use of the historic structure and the new addition providing vertical circulation to all levels. The two-story 1951 addition will be razed to make way for the construction of a new 3-story dormered addition built over parking facing Livesey Park. Cementitious siding is the primary exterior cladding of the addition, highlighted by varied bays and differentiated window configurations.

The site design will incorporate the restoration of the original school's historic front landscape facing Main Street and is able to accommodate convenient parking for all residents with a total of thirty four (34) surface striped parking spaces accessed from the existing curb cuts along Main Street and forty six (46) covered spaces below the new construction, for a total of eighty (80) parking spaces.

The amenities will include (i) on-site storage (either within the units or in an individual area of a common storage room), (ii) convenient on-site shared laundry facilities, and (iii) a club room for the use of the building community.

The interior of the existing structure to remain will essentially be "gut" rehabilitated for the conversion. The rehabilitation of the remaining wings consists of (i) the selective demolition & removal of existing floor, wall and ceiling systems and finishes, (ii) the total removal of existing electrical, plumbing & mechanical systems, (iii) the addition and/or reinforcement of structural elements to meet current codes, (iv) the replacement of the majority of existing windows, exterior doors and roofing systems, to the extent this is compatible with historic review and guidelines, (v) the installation of new mechanical, plumbing, electrical and fire protection systems, (vi) the reconfiguration of the existing spaces, and (vii) the restoration of interior wood trim and paneling in existing historic areas. The exterior scope of work consists of (i) the complete restoration of the exiting brick facade, (ii) the restoration of existing wood siding and trim, and (iii) the installation of new fenestration treatments consistent with historic preservation standards at the older structure and compatible system in the newer classroom wings.

Stratford recognizes that the development is located adjacent to a residential neighborhood and therefore the adaptive re-use, and new construction must be sensitive to this environment. We have completed numerous projects with the very same circumstance. Close attention will be paid to construction timing; site security; lighting; and noise. Once completed, the property will be professionally managed by a top-rated management company. There will be an on-site property manager and maintenance manager. Security cameras will monitor the property and all entrances.

The Property will (i) be consistent with a municipally supported plan, (ii) have a measurable public benefit beyond the applicant community, (iii) involve a concerted public participation

effort (beyond the minimally required public hearing), including the involvement of community members, residents of the development and/or key stakeholders in the planning and design of the project, (iv) create workforce housing in neighborhoods that meets a regional need, and (v) promote diversity and social equity and improves each neighborhood.

Benefits. Other

Plan Regionally: The Property will (i) be consistent with a municipally supported plan, (ii) have a measurable public benefit beyond the applicant community, (iii) involve a concerted public participation effort (beyond the minimally required public hearing), including the involvement of community members, residents of the development and/or key stakeholders in the planning and design of the project, (iv) create affordable housing in a neighborhood that meets a regional need, and (v) promote diversity and social equity and improves the neighborhood.

Real Estate Taxes: The Property will be put on the Town's tax register and will pay annual real estate taxes to the Town.

Historic Rehabilitation: The Applicant will be rehabilitating the existing building in accordance with the United States Department of the Interiors & MA Historic Commission Historic Preservation Standards. This ensures that the historic structure will be preserved as it was originally designed in perpetuity. The Applicant has specific knowledge of the requirements of restoring properties in accordance with these standards and working with the Department of the Interior, having completed numerous rehabilitations of historically significant schools into residences. Retaining historically significant spaces is one of the main goals of the development. As such, only those sections of the building that will be allowed by Historic Preservation Standards will be demolished.

The Town should also be aware that development team member, ICON architecture, has substantial experience in adaptive reuse and preservation recognized by the numerous National Historic Preservation Awards by the Advisory Council for Historic Preservation and the Department of the Interior.

Quality of Site: The Property is to be developed on an outstanding, problem-free sites and is an adaptive re-use of two beautiful turn-of-the-century constructed schools. The sites are compact and will provide an excellent base/foundation for the project. The Property's sites have access to employment, shopping, health care, local area highways, senior services, all strengths relative to its attractiveness to potential senior renters.

Advance Equity: The Property will attract third party financing, including substantial investor equity; Affordable Housing Tax Credits equity and MA and Federal Historic Credits equity.

Environmental: An environmental report will be commissioned immediately after an agreement has been executed. All necessary steps will be taken to remove and abate all identified hazardous materials from the site in accordance with all applicable federal, state and local laws conditions and standards.

Promote Clean Energy: The Property will (i) involve environmental remediation or clean up, (ii) eliminate/reduce neighborhood blight, (iii) significantly enhance an existing community or neighborhood by restoring an historic landscape, (iv) use numerous green elements in its construction, (v) comply with EPA's Energy Star guidelines or with a similar system, and (vi) strive to exceed the state energy code.

Construction oversight: Design Technique (Owner's Rep) will provide oversight of the construction activities in the field; additionally through the engagement of a third party provider of the Energy Star - MA Residential New Construction Program, Conservation Service Group will oversee construction practices for the execution of energy efficient measures to ensure the sustainable aspects of the project are executed in the field.

Conformance with applicable laws, regulations and code requirements: Pursuant to regulations promulgated by the Commonwealth of Massachusetts governing residential developments and the state's Building Code for Residential Construction, the design of the proposed project complies with all applicable laws, regulations and code requirements. As designer of the project, ICON architecture and team has extensive experience working with MAAB, ADA, and FHA requirements relevant to both building interiors and site-wide accessibility. It is the goal of the design team to provide designs which exceed basic code requirements and aspires to achieve Universal Design through creating environments that are inherently accessible to the greatest extent possible.

Appropriate architectural treatment: ICON architecture, acting as the project architect, has designed an aesthetic consistent with the historic rehabilitation of the existing school and new townhomes compatible with its context, as well as open areas maximizing the site's potential. Additionally, the structures are in keeping with area's surroundings. As such, the Property shall have an immensely positive impact to the residents and community at large. The units are designed efficiently and are very comfortable in size.

Energy conservation measures: The design team is working with an Energy Star Homes provider- Conservation Services Group in the detailing of energy conservation measures including a high performance envelope with insulation at the walls and tight air-sealing requirements at the new construction. Systems are designed with energy efficiencies that exceed the state building code requirements. All lighting, appliances, windows [new addition] and shingle roofs are Energy Star rated. All of these elements lend to greater occupant comfort and better operating efficiencies.

Conservation of Resources: The Property is on a previously developed site with the re-use of the existing schools for use in providing new family living opportunities. Hence energy, effort and cost expenditures are reduced in not clearing the site for a fully new construction project.

2) Twelve Questions (Section IX of RFP)

1. Purchase Plan. What are you willing to pay to purchase the Oxford School?

The Applicant is proposing to purchase the Property for three hundred and twenty five thousand dollars ($325,000).

2. Cash on Hand or Pre-Approved Financing. Do you have cash on hand or pre-approved financing from a financial institution?

The Applicant is financially stable. The Applicant anticipates spending approximately $350,000 in pre-development monies prior to construction closing. The monies will be spent on the design (plans & specifications), environmental reports (hazmat reporst & phase I reports), historical consultant, market study, appraisal, legal (P&S, structure, financing), and ancillary costs in order to successfully close.

3. Other Economic Benefits.

The Property will be put on the Town's tax register and will pay annual real estate taxes to the Town.

4. Developer Experience. What demonstrated production, management experience, and capability does your development team have?

The Applicant has demonstrated a vast amount of experience in development, ownership, investment banking and asset management in multi-family housing. The Applicant will hire an experienced third property manager to manage the Property. Please see Tab I or Tab III for additional information on Developer Experience.

5. Experience with Historic Restoration. Do you have any experience in redevelopment of historical buildings?

The Applicant will be rehabilitating the existing building in accordance with the United States Department of the Interiors & MA Historic Commission Historic Preservation Standards. This ensures that the historic structure will be preserved as it was originally designed in perpetuity. The Applicant has specific knowledge of the requirements of restoring properties in accordance with these standards and working with the Department of the Interior, having completed numerous rehabilitations of historically significant schools into residences. Retaining historically significant spaces is one of the main goals of the development. As such, only those sections of the building that will be allowed by Historic Preservation Standards will be demolished.

The principals of Stratford have been involved in the successful development of more than 50 properties using tax credits in the role of developer or co-developer. The development team has been successful in permitting, constructing, leasing up, and owning/operating **similar adaptive re-use of historic schools** into housing located in Massachusetts. Please see examples below:

Adaptive Re-use Development	Units	Location	Construction and Lease Up Period	Status
Brown School Residences	61	Peabody, MA	July 2006 – July 2008	Completed on time and under budget and fully leased up.
Fulton School Residences	63	Weymouth, MA	Sept. 2008 – Sept. 2010	Completed on time and under budget and fully leased up.
School Street Residences	50	Athol, MA	Sept. 2009 – Dec. 2011	Completed on time and under budget and fully leased up.
Simpkins School Residences	65	Yarmouth, MA	Oct. 2012 – Dec. 2014	Completed and fully lease up
Coady School Residences	58	Bourne, MA	TBD	Chapter 40B (fully permitted), applying for financing.

Development Team/Participants

Below please find a description of the relationship and responsibilities of several participants/ development team members.

Each participant below has successfully collaborated in the undertaking of the development and or management of the developments/properties in the table above.

Architect. ICON Architecture ("ICON"), based in Boston, MA, will be the design and supervising architect for the Property. ICON is widely recognized for its award winning residential designs, specifically in the area of affordable housing. Stratford's established relationship with ICON provides a decided advantage during the design and construction process. ICON has been and is the architect for Stratford's recent developments located in the North East. ICON is certified by the State Office of Minority and Women Business Assistance.

Civil. CHA, based in Norwell, MA is a full service engineering firm with the in-house capabilities to supply all the engineering, planning, surveying, permitting, environmental, and construction inspection and administration services needed to complete your project. The technical staff possesses a strong sustainable design ethic that has been ingrained in our culture for decades. Throughout the 50-plus years in the business, CHA has led the way in developing innovative green designs. From CHA's early work on America's most scenic highways to its recent award-winning environmentally-friendly projects, CHA is proud of its green approach to planning and design.

Owner's Representation. Design Technique Incorporated ("DTI"), based in Newburyport, MA, is an established on-site construction administration company. DTI offers developers, owners and institutions, owner's representation and quality assurance services to manage risk and add value to their design and construction projects. DTI offers total program management, project support and site representation by providing personal, hands-on attention and staying fully engaged throughout the process.

Legal. Klein Hornig LLP ("Klein"), based in Boston, MA is counsel to the Sponsor. Klein is one of the nation's premier firms concentrating exclusively on affordable housing and community development. The firm focuses on structuring, managing and closing all types of multilayered affordable housing transactions for both new development and housing

preservation/revitalization, under a myriad of federal and local programs including HOPE VI/mixed-finance, Affordable Housing Tax Credits, Section 202, and many more.

Accountant. CohnReznick, based in Bethesda, MD (offices nationwide, including Boston), is a leading national accounting firm which has one of the most extensive and experienced affordable housing industry practices in the United States. As such, CohnReznick provides input into the review and development of government affordable housing programs. CohnReznick provides for-profit and nonprofit developers, public housing authorities, state housing credit agencies, syndicators, investors, and lenders with a range of accounting, tax and business advisory services.

Property Manager. The Property will be managed by a third party management company familiar with affordable housing multi-family apartments and respected/well known by the Department of Housing and Community Development/State Agency. It is anticipated that Winn Management Co. LLC ("Winn"), based in Boston, MA, a subsidiary of WinnResidential will manage the Property. Winn helps create, market, manage, and maintain a wide spectrum of apartment communities in urban, suburban and rural America. Winn employs over 2,600 persons and manages in excess of 85,000 apartment units and condominiums in more than 22 states. Winn has developed a sophisticated marketing program, which operates in accordance with Affirmative Fair Housing Laws. Winn's Marketing Department provides the expertise to help achieve optimal occupancy levels in the competitive multifamily marketplace. Attractive and effective brochures, websites, and other promotional materials serve to heighten the appeal of new properties as they come on the market. Winn managers are responsible for the implementation of budgets, staffing, annual audits, and the collection and distribution of revenue of over $200 million per year. For those properties with an affordable housing component, Winn has designed and implemented sophisticated techniques and procedures for reliable compliance with housing restrictions. Winn is the management agent for SDC's recent Massachusetts developments.

6. Developer Financial Capacity to Design/Construct. What evidence can you show of financial commitment to undertake design and construction of the project?

The Applicant welcomes the Town to take a tour of any of the Applicant's completed developments. The below are similar COMPLETED adaptive re-use of historic schools into housing located in Massachusetts.

Development	Units	Location	Construction and Lease Up Period	Status
Brown School Residences	61	Peabody, MA	July 2006 – July 2008	Completed on time and under budget and fully leased up.
Fulton School Residences	63	Weymouth, MA	Sept. 2008 – Sept. 2010	Completed on time and under budget and fully leased up.
School Street Residences	50	Athol, MA	Sept. 2009 – Dec. 2011	Completed on time and under budget and fully leased up.
Simpkins School Residences	65	Yarmouth, MA	Oct. 2012 – Dec. 2014	Completed and fully lease up

Please see Tab 1 for pictures of the above properties.

7. Developer Financial Capacity to Manage Site. What evidence does the development team have to manage this site?

The Property will be managed by a third party management company familiar with affordable housing multi-family apartments and respected/well known by the Department of Housing and Community Development/State Agency. It is anticipated that Winn Management Co. LLC ("Winn"), based in Boston, MA, a subsidiary of WinnResidential will manage the Property. Winn helps create, market, manage, and maintain a wide spectrum of apartment communities in urban, suburban and rural America. Winn employs over 2,600 persons and manages in excess of 85,000 apartment units and condominiums in more than 22 states. Winn has developed a sophisticated marketing program, which operates in accordance with Affirmative Fair Housing Laws. Winn's Marketing Department provides the expertise to help achieve optimal occupancy levels in the competitive multifamily marketplace. Attractive and effective brochures, websites, and other promotional materials serve to heighten the appeal of new properties as they come on the market. Winn managers are responsible for the implementation of budgets, staffing, annual audits, and the collection and distribution of revenue of over $200 million per year. For those properties with an affordable housing component, Winn has designed and implemented sophisticated techniques and procedures for reliable compliance with housing restrictions. Winn is the management agent for SDC's recent Massachusetts developments.

8. Preliminary Design Plans. When will the design of your Proposal be prepared? When can your development team commence construction?

The Applicant's conceptual site plans are within this submission. Shortly after an executed P&S, the Applicant will work with its development team members and the Town to finalize the design plans (site plan, floor plans, elevations, and other plans). It is critical that the development team moves forward with permitting/zoning as soon as possible.

Please see the Development Timeline located in Tab 3.

9. Employment Initiative. What Initiative for employment of Fairhaven residents, minorities, and women does your proposal include during both the construction and the operation phases of the development?

The Applicant is committed to providing equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age disability, genetic information, marital status veteran status or any other category or status in accordance with applicable federal, state and local laws. Stratford's equal employment opportunity policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfers, leave of absences, compensation and training.

Our architectural firm, ICON Architecture, is certified by the State Office of Minority and Women Business Assistance.

Below is an example of the Applicant's **MBE/WBE Hiring Plan:**

The Oxford Residences Limited Partnership (the "Partnership") maintains the goal of hiring low income individuals in association with its community development initiatives. Towards meeting this goal, the Partnership makes it a priority to employ minority owned business enterprises and women owned business enterprises (MBE/WBE).

As of the submission of this application, the general contractor (the "General Contractor") will be acting as the General Contractor for the Oxford School Residences development project (the "Property"). In doing so, General Contractor shall maintain Partnership's MBE/WBE hiring goals including:

1. The General Contractor will maintain the goal of maximizing MBE/WBE hiring with the goal that ten percent (10%) of the employment hours associated with the Project will be performed by MBE/WBE's who are qualified to perform the tasks associated with the development project.

2. The General Contractor will conduct outreach to MBE/WBE's in association with the Property. The General Contractor will distribute an application which asks for self-identification of household income and minority status. The Partnership will assist the General Contractor in the distribution of this notice. The General Contractor will also produce a flyer announcing employment opportunities which provides information on how applicants may contact the General Contractor. The General Contractor will assign a staff person to respond to applications from MBE/WBE's and local residents.

3. The General Contractor will provide written reports to the Partnership on its success on meeting this goal at the regularly scheduled construction meetings. These reports will provide the name and address and number of hours worked of MBE/WBE's and local residents.

4. The Partnership will seek out MBE/WBE's to perform other project development related services associated with the pre-construction phases of the project.

5. The Partnership intends to contract with Winn Management Company LLC to serve as property manager (the "Property Manager"). The Partnership will direct the Property Manager to seek out MBE/WBE's in association with the minority hiring and contracting goals herein for property management related services including landscaping, cleaning and maintenance, snow removal among others.

10. Original Historic Building. Does your plan retain the original historic building for 1896 Oxford School?

The exemplary Victorian historic structure, known as the Oxford Elementary School is proposed to be brought back to vitality with young children and families. As part of our redevelopment proposal, the Oxford Elementary School site in the north end of Fairhaven, MA will be beautifully transformed into approximately 50 apartment units of affordable family housing providing sustainable solutions that build communities; and engage stakeholders to shape the

places where people live, and play. The historic school will house ten (10) families units while another forty (40) family units will reside in the new addition with a proposed mix of 11-1 bedroom units, 29-2 bedroom units, and 10-3 bedroom units. Of the two interconnected buildings that comprise the current school, the original 1896 portion including the 1914 connector portion will be re-used and restored as exemplary of Fairhaven's Victorian architecture. This 1896 school is believed to be eligible for National Register of Historic Places.

The prominent school will be re-used and "sensitively renovated," maintaining the central bell tower, ornate brick, terracotta detailing, sandstone sills, and granite base; per the National Park Service Guidelines for Historic Renovation. The existing 1914 connection will be re-used to link the adaptive re-use of the historic structure and the new addition providing vertical circulation to all levels. The two-story 1951 addition will be razed to make way for the construction of a new 3-story dormered addition built over parking facing Livesey Park. Cementitious siding is the primary exterior cladding of the addition, highlighted by varied bays and differentiated window configurations.

The interior of the existing structure to remain will essentially be "gut" rehabilitated for the conversion. The rehabilitation of the remaining wings consists of (i) the selective demolition & removal of existing floor, wall and ceiling systems and finishes, (ii) the total removal of existing electrical, plumbing & mechanical systems, (iii) the addition and/or reinforcement of structural elements to meet current codes, (iv) the replacement of the majority of existing windows, exterior doors and roofing systems, to the extent this is compatible with historic review and guidelines, (v) the installation of new mechanical, plumbing, electrical and fire protection systems, (vi) the reconfiguration of the existing spaces, and (vii) the restoration of interior wood trim and paneling in existing historic areas. The exterior scope of work consists of (i) the complete restoration of the exiting brick facade, (ii) the restoration of existing wood siding and trim, and (iii) the installation of new fenestration treatments consistent with historic preservation standards at the older structure and compatible system in the newer classroom wings.

The Applicant will be rehabilitating the existing building in accordance with the United States Department of the Interiors & MA Historic Commission Historic Preservation Standards. This ensures that the historic structure will be preserved as it was originally designed in perpetuity. The Applicant has specific knowledge of the requirements of restoring properties in accordance with these standards and working with the Department of the Interior, having completed numerous rehabilitations of historically significant schools into residences. Retaining historically significant spaces is one of the main goals of the development. As such, only those sections of the building that will be allowed by Historic Preservation Standards will be demolished.

11. Deed Restrictions. Would you consider deed restrictions that would carry over to future sales of the property to retain and maintain the historic building?

The Applicant is open to deed restrictions that would carry over to future sales of the Property to retain and maintain the historic nature of the buildings.

12. Short and Long Term Vision. Do you have a vision for the property for the short-term (less than two years) and long-term? Please explain.

The Applicant is a long term investor/owner. The Applicant envisions constructing, leasing, and owning the Property over the long term (15 years plus). The Applicant does not intend to flip the Property after construction completion.

Development Summary

Existing Building:

Ground Floor: 2-One Bedroom Units
First Floor: 4-Two Bedroom Units
Second Floor: 4-Two Bedroom Units

New Addition:

Ground Floor: 45 Parking Spaces
First Floor: 1-One Bedroom Units
9-Two Bedroom Units
4-Three Bedroom Units
Second Floor: 10-Two Bedroom Units
4-Three Bedroom Units
Third Floor: 8-One Bedroom Units
2-Two Bedroom Units
2-Three Bedroom Units

Project Totals:

50 Units (99 Bedrooms)
11-One Bedroom Units
29-Two Bedroom Units
10-Three Bedroom Units
85 Parking Spaces

The Oxford School Residences

Fairhaven, MA
March 4,2015

STRATFORD CAPITAL GROUP

ICON ARCHITECTURE

III. Financial Information

1) Development Schedule and Finance Time Frame

2) Evidence of Financial Capacity

    a) Bank References

    b) References

    c) Financials

1) Development Schedule and Finance Time Frame

Timeline	Anticipated Date	Financing
Executed P&S	April 2015	The Applicant anticipates spending approximately **$350,000** in **pre-development monies** prior to construction closing. The monies will be spent on the design (plans & specifications), environmental reports (hazmat reporst & phase I reports), historical consultant, market study, appraisal, legal (P&S, structure, financing), and ancillary costs in order to successfully close.
*Apply for Mass State Historic Tax Credit Awards (1st Award)	August 2015	
ZBA Decision/Approval (Readiness to Proceed**)	October 2015	
***Tax Credit Application (1st Funding Application)	October 2015	
Tax Credit Decision (Applicant assumes the Partnership will not be awarded an allocation of tax credits in this round)	January 2016	
Apply for Mass State Historic Tax Credit Awards (2nd Award)	January 2016	
*** Tax Credit Application (2nd Funding Application)	April 2016	
Apply for Mass State Historic Tax Credit Awards (3rd Award)	April 2016	
Tax Credit Decision (Applicant assumes the Partnership will be awarded an allocation of tax credits)	July 2016	
Anticipated Construction Closing/Financing Closing	**December 2016**	**Close on all funding sources.**
Construction Completion (ant. 12 month construction period)	December 2017	

*The Ma State Historic Applications deadlines are January, April, and August in any given year. The application will be completed with plans and specifications attributable to the historic preservation of the existing buildings. The historical consultant will apply on behalf of the Partnership.

**The Property must be permitted/ zoned in order to apply for tax credits.

***Please note the tax credit application process is competitive. The Applicant envisions at least two tax credit applications. The tax credit application dates are tentative dates based on the Applicants past experience with similar submissions. The Department of Housing and Community Development issues the deadline dates only month(s) in advance of each tax credit submission deadline.

2) Evidence of Financial Capacity

The **Oxford School Residences** is very similar in size and scope to the Applicant's successfully completed Massachusetts developments; (i) **The Brown School Residences**, (ii) **The Fulton School Residences**, (iii) **The School Street Residences,** and (iv) **The Simpkins School Residences** developments. The team members from these developments have reviewed and analyzed the financial feasibility of the Property. These entities are the developer; market studier, Bonz and Co.; architect, ICON Architecture; Civil Engineer, CHA; and Owner's Rep., Design Technique. The collaboration of these organizations provides a high level of certainty of the project's success, **as has been the case for all of these previous developments.**

The same investors and lenders on our previous developments will most likely participate in the development of the Property, namely, TD Bank as investor in Affordable Tax Credits and Federal Historic Tax Credits; Foss & Co as the syndicator for MA State Historic Credits; TD Bank as the construction lender; and TD Bank as the permanent lender. Moreover, we were able to close The Simpkins School Residences with this same investment/lending group in 2012. We feel this is testament to our capabilities.

Please see the following table that outlines **similar** completed adaptive re-use of former historic school(s) into affordable housing developments to that of the proposed Oxford School Residences. The table lists the (i) participants, (ii) timing, and (i) total development costs/funding sources of these "**similar**" completed adaptive re-use of former historic school(s) into senior affordable housing developments.

In addition, please see **Tab 4** that highlights a similar deal (adaptive re-use of a historic school into housing) that closed and its funding sources.

a) Recent/ Similar Developments located in MA.	Participants	Timing	Total Dev. Cost / Financing Sources
Brown School Residences HISTORIC REHAB/ NEW CONSTRUCTION Peabody, MA (61 apartment units) 100% Affordable	Developer: SCG General Partner: Stratford (or affiliate) Limited Partner: Stratford (or affiliate) Architect: ICON architecture, Inc. Civil: Coler & Colantonio Accounting: Cohn Reznick Attorney: Holland & Knight Construction Lender: TD Bank Permanent Lender: MassHousing General Contractor: Callahan	Construction Start: July 2006 Construction End: July 2007 Stabilized: July 2008	**$13.7M** -Construction Loan (TD Bank) -First Mortgage Loan (MassHousing) -LIHTC Equity (TD Bank) -Federal Historic Tax Credit Equity (TD Bank) -State Historic Tax Credit Equity -AHTF Funds (Mass Housing) -HSF Funds (DHCD) -HOME Funds (DHCD)
Fulton School Residences HISTORIC REHAB/ NEW CONSTRUCTION Weymouth, MA (63 apartment units) 100% Affordable	Developer: SCG Owner: Stratford (or affiliate) Limited Partner: Stratford (or affiliate) Architect: ICON architecture, Inc. Civil: Coler & Colantonio Accounting: Cohn Reznick Attorney: Holland & Knight Construction Lender: TD Bank Permanent Lender: Eastern General Contractor: Callahan	Construction Start: Sept. 2008 Construction End: Sept. 2009 Stabilized: September 2010	**$14.2M** -Construction Loan (TD Bank) -First Mortgage Loan (Wainwright) -LIHTC Equity (TD Bank) -Federal Historic Tax Credit Equity (TD Bank) -State Historic Tax Credit Equity -AHTF Loan (Mass Housing) -HSF Loan (DHCD) -HOME Loan (DHCD)
School Street Residences HISTORIC REHAB Athol, MA (50 apartment units) 100% Affordable	Developer: SCG Owner: Stratford (or affiliate) Limited Partner: Stratford (or affiliate) Architect: ICON architecture, Inc. Civil: Coler & Colantonio Accounting: Cohn Reznick Attorney: Holland & Knight Construction Lender: TD Bank Permanent Lender: Eastern General Contractor: Callahan	Construction Start: Sept. 2009 Construction End: Nov. 2010 Stabilized: December 2011	**$12.2M** -Construction Loan (TD Bank) -First Mortgage Loan (Eastern) -LIHTC Equity (TD Bank) -Federal Historic Tax Credit Equity (TD Bank) -State Historic Tax Credit Equity -AHT Loan (Mass Housing) -HSF Loan (DHCD) -HOME Loan (DHCD)
Simpkins School Residences HISTORIC REHAB/ NEW CONSTRUCTION Yarmouth, MA (65 apartment units) 89% Affordable	Developer: SCG General Partner: Stratford (or affiliate) Limited Partner: Stratford (or affiliate) Architect: ICON architecture, Inc. Civil: Coler & Colantonio Accounting: Cohn Reznick Attorney: Klein Hornig LLP Construction Lender: TD Bank Permanent Lender: TD Bank General Contractor: JJWelch	Construction Start: Oct. 2012 Completion: October 2014 Stabilization: December 2014	**$15.1M** -Construction Loan (TD Bank) -First Mortgage Loan (TD Bank) -LIHTC Equity (TD Bank) -Federal Historic Tax Credit Equity (TD Bank) -State Historic Tax Credit Equity -AHT Funds (Mass Housing) -HSF Funds (DHCD) -HOME Funds (DHCD)
Coady School Residences HISTORIC REHAB/ NEW CONSTRUCTION Bourne, MA (58 apartment units) 100% Affordable	Developer: SCG General Partner: Stratford (or affiliate) Limited Partner: Stratford (or affiliate) Architect: ICON architecture, Inc. Civil: Coler & Colantonio Accounting: Cohn Reznick Attorney: Klein Hornig LLP Construction Lender: TD Bank Permanent Lender: TD Bank General Contractor: TBD	Construction Start: TBD Construction End: 12 months Stabilized: 6 months - Chapter 40B (fully permitted), applying for financing.	**$17.6M** -Construction Loan (TD Bank) -First Mortgage Loan (TD Bank – ant.) -LIHTC Equity (TD Bank) -Federal Historic Tax Credit Equity (TD Bank) -State Historic Tax Credit Equity -AHTF Loan (Mass Housing) -HSF Loan (DHCD) -HOME Loan(DHCD) -HOME Barnstable Loan

a) Bank References

Bank references, including contact person, telephone number, account number, and permission letter to release information upon request by the Town.

TD Bank
Private Banking

Carol A Moe
Client Associate, Private Banking
61 Main Street-2nd Fl, Andover, MA 01810
Ph: (978) 684-6516

TD Bank
Construction Lender & Permanent Lender Contact

Ms. Anne McCormack
Vice President-Commercial Banking
17 New England Executive Park
Burlington, MA 01803
Ph: (781) 221-6309

Eastern Bank
Permanent Lender Contact

Mr. Christopher W. Scoville
Community Development Manager
265 Franklin Street
Boston, MA 02210
Ph: (617) 295-0624

---

b) References

Three references that attest that the Applicant can sustain uses outlined in its proposal.

Brown School Residences **Peabody, MA**

Mr. Michael Bonfanti
City of Peabody
24 Lowell St.
Peabody, MA 01960
Ph: (978) 538-5700

Ms. Jean Delios
Director, Community Development
City of Peabody
24 Lowell St.
Peabody, MA 01960
Ph: (978) 538-5770

Fulton School Residences **Weymouth, MA**

Mr. James Clarke
Director, Planning and Community Development
Town of Weymouth
75 Middle St.
Weymouth, MA 02189
Ph: (781) 340-5015

John Parnaby
Housing Coordinator, Planning & Community Development
Town of Weymouth
75 Middle St.
Weymouth, MA 02189
Ph: (781) 682-3639

School Street Residences **Athol, MA**

Mr. David Ames
Town Manager
Town of Athol
584 Main Street
Athol, MA 01331
Ph: (978) 249-2496

Mr. Jim Meehan
Board of Selectmen
Town of Athol
584 Main Street
Athol, MA 01331
Ph: (978) 870-8141

Simpkins School Residences **Yarmouth, MA**

Mr. Karen Greene
Director, Dept of Community Development
Town of Yarmouth
1146 Route 28
So Yarmouth, MA 02664
Ph: (508) 398-2231 x1275

Mr. Robert C. Lawton
Town Administrator
Yarmouth
1146 Route 28
So Yarmouth, MA 02664
Ph: (508) 398-2231 x1270

SCG Development Partners, LLC
Balance Sheet
As of December 31, 2014

ASSETS		
Cash - Operating	$	824,909
Accounts Receivable Other		106,913
Development Fees		2,110,871
Due from SCG Affiliates		(7,325)
Investments In Operating Partnerships		
Park Heights, LLC		2,479,566
SCG Park Heights,LLC		260
Pre Development Investment		3,394,436
TOTAL ASSETS	$	8,909,630
LIABILITIES AND PARTNER'S EQUITY		
LIABILITIES		
Accounts Payable	$	(387)
Deferred Revenue		1,576,291
Other Liabilities		1,500
TOTAL LIABILITIES		1,577,404
Partner's Equity		
ERI		4,056,750
SCG Development Fund, LLP		450,750
ERI-Park Heights		2,571,788
Partner's Equity		7,079,288
Net Income (Loss)		252,938
PARTNER'S EQUITY		7,332,226
TOTAL LIABILITIES AND PARTNER'S EQUITY	$	8,909,630

Unaudited

Created on: 03/02/2015

SCG Development Partners, LLC
Statement of Operations
For the Twelve Months Ending December 31, 2014

Revenue	
Development Fee Revenue	1,160,867
Total Revenue	1,160,867
Expenses	
Investment Due Diligence Cost	79,247
Partnership Management Fees	811,999
Professional Fees	11,731
Travel and Entertainment	465
Advertising and Marketing	1,000
Fees and Licenses	3,467
Other Corporate Fees	20
Total Expenses	907,929
Net Income	252,938

Unaudited

IV. Sample Funding Sources: Simpkins (similar development compared to the proposed Property)

The Applicant envisions using similar funding sources to that of Simpkins School Residences Limited Partnership ("Simpkins"), an adaptive re-use of a former historic school and new construction into 65 apartment units that closed in October 2012 and is currently 100% Occupied.

Simpkins closed with the following sources (debt and equity):

Investor Capital. Simpkins sold the low income housing tax credits and federal historic tax credits for a total of $9,255,370, which in turn, invested into the development.

MA Historic Tax Credit Equity. Simpkins received a total of $1,200,000 in Ma Historic Tax Credit awards. Simpkins sold these tax credits and netted $1,007,000 in Ma Historic Tax Credit Equity.

Construction Loan. A **construction loan** in the amount of $7,000,000 (the "Construction Loan") was provided by TD Bank. The Construction Loan (i) had a variable interest rate equal to the thirty day LIBOR rate plus 3.0% adjusted monthly, (ii) was payable interest-only during a term up to 30 months until final closing, and (iii) was non-recourse to Simpkins and its partners;

First Mortgage Loan. A **permanent first mortgage loan** in the amount of $1,916,000 was provided by TD Bank (the "First Mortgage Loan"). The First Mortgage Loan will (i) bear interest at a fixed rate of 5.84% pursuant to a 30 month forward commitment, (ii) will be payable in level monthly installments of principal and interest over a 30-year amortization period upon final closing, (iii) mature in not less than 15 years after final closing, (iv) will have an initial debt service coverage of at least 1.15:1, and (v) will be non-recourse to Simpkins and its partners;

Second Mortgage Loan. A **second mortgage loan** in the amount of $1,000,000 is provided by the Commonwealth's Affordable Housing Trust Fund (the "AHTF Loan") which was allocated by MassHousing. The AHTF Loan (i) bears no interest, (ii) is not be payable until its maturity, (iii) does not mature in not less than 30 years after initial closing, (iv) is subordinate to the First Mortgage Loan, and (v) is non-recourse to Simpkins and its partners;

Third Mortgage Loan. A **third mortgage loan** in the amount of $1,000,000 is provided by the Commonwealth Housing Stabilization Fund (the "HSF Loan") which was allocated by the State Agency. The HSF Loan will (i) bears no interest, (ii) will not be payable until its maturity, (iii) is subordinate to the First Mortgage Loan (iv) will not mature in not less than 50 years after initial closing, and (v) is non-recourse to Simpkins and its partners;

Fourth Mortgage Loan. A **fourth mortgage loan** in the amount of $550,000 is provided by the Commonwealth HOME Investment Partnerships Program (the "HOME Loan") which was allocated by the State Agency. The HOME Loan will (i) bears no interest, (ii) will not be payable until its maturity, (iii) is subordinate to the First Mortgage Loan, (iv) will not mature in not less than 30 years after Initial Closing, and (v) is non-recourse to Simpkins and its partners; and

Fifth Mortgage Loan. A **fifth mortgage loan** in the amount of $150,000 from the Barnstable County HOME Consortium (the "Barnstable HOME Loan"). The Barnstable HOME Loan (i) bears no interest, (ii) is not be payable until it's maturity, (iii) is subordinate to the First Mortgage Loan, (iv) will not mature in not less than 30 years after initial closing, and (v) is non-recourse to Simpkins and its partners.

Simpkins Funding Sources	Total
Investor Capital Contributions (sold both	$9,255,370
First Mortgage Loan	1,916,000
AHTF Loan	1,000,000
HSF Loan	1,000,000
Home Loan	550,000
Barnstable HOME Consortium	150,000
MA State Historic Credit Equity (sold $1.2m in tax credit award)	1,007,000
Deferred Development Fee	273,414
Total - Sources	$15,151,784

The following pages are Simpkins conditional reservations, awards, and commitment letters for above sources. These conditional reservations, awards, and commitment letters will be similar to that of the proposed Oxford School Residences.

Commonwealth of Massachusetts
DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
Deval L. Patrick, Governor ◆ Timothy P. Murray, Lt. Governor ◆ Aaron Gornstein, Undersecretary

CERTIFICATE OF BINDING COMMITMENT
COMMONWEALTH OF MASSACHUSETTS
LOW INCOME HOUSING TAX CREDIT PROGRAM

Binding Commitment: The Massachusetts Department of Housing and Community Development ("DHCD") grants to SCG Development ("Developer") a binding commitment of $891,290 of its 2014 federal Low-Income Housing Tax Credits, for Simpkins School Residences ("The Project") in Yarmouth. This project is an adaptive re-use project. This credit amount is based upon DHCD's determination that this is the least amount of federal tax credits necessary for the feasibility of the Project. These credit amounts are subject to DHCD review at the time of allocation and at the time the Project is placed in service pursuant to Section 42 of the Internal Revenue Code, M.G.L. c.62 sec.6I and M.G.L. c.63 sec.31H. At the time these subsequent reviews take place, DHCD reserves the right to reduce the federal tax credit amount based on DHCD's determination of the least amount of credit necessary for the feasibility of the Project at that time.

This Binding Commitment is issued pursuant to and in reliance upon information presented in the Low Income Housing Tax Credit Program/One Stop Applications submitted February 10, 2012 which stated the developer shall lease 58 of the 65 units (or 89%) in the Project to individuals or families whose income is 60% or less of the area median gross income as determined in accordance with Section 42 of the Internal Revenue Code. The Application also stated that at least seven units would be leased to households whose incomes are at or below 30% area median gross income adjusted for family size. Should such information or any other information presented in the above referenced application change, DHCD must be notified immediately, and it reserves the right to adjust and/or withdraw this Binding Commitment.

Authority: This Certificate of Binding Commitment ("Certificate") to allocate 2014 federal Tax Credits in the above-stated amounts is granted by DHCD to the above-stated Project under the Low-Income Housing Tax Credit Program as authorized by Section 42(h)(1)(c) of the Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations issued thereunder, M.G.L. c.62 sec.6I, M.G.L. c.63 sec.31H, and the Commonwealth of Massachusetts 2012 Allocation Plan for the Low Income Housing Tax Credit. This Certificate is intended to be an allocating document under Section 42(h)(1)(c) of the code.

Binding Effect: This Certificate shall be binding upon DHCD and its successors and assigns and shall be binding upon and inure to the benefit of the Developer and its successors and assigns to the maximum extent permitted by Section 42 of the Code, M.G.L. c.62 sec.6I, and M.G.L. c.63 sec. 31H, but this provision shall not be construed to permit assignment by the Developer without the written consent of DHCD.

Effective Date: This Certificate shall be effective as of the date signed below.

Terms and Conditions:

This Certificate is expressly contingent upon the following:

1. The Developer shall comply with all of the pertinent requirements of Section 42 of the Code, the Treasury Regulations issued thereunder, M.G.L. c.62 sec.6I, M.G.L. c.63 sec. 31H, 760 CMR 54.00, and any additional requirements of the Commonwealth of Massachusetts.

2. If all the buildings in the Project have not been Placed in Service pursuant to Section 42 of the Code by December 31, 2014, the Project may be eligible to receive a federal Carryover Allocation of 2014 tax credits. The Project must have met all conditions stipulated by DHCD herein in order to receive a Carryover Allocation. Documentation verifying that the conditions have been met as stipulated must be submitted to Jonathan Tambiah, DHCD, 100 Cambridge Street, Boston, MA 02114 no later than **December 1, 2012**.

The following requirements must be met to DHCD's satisfaction by **December 1, 2012** (except as noted for the closing deadline), to be eligible to receive a Carryover Allocation and/or Binding Commitment pursuant to Section 42 of the Internal Revenue Code:

- Submission to DHCD of evidence of full financial closing by December 31, 2012.

- Submission to DHCD of a formal opinion in the format prescribed by DHCD (available on our website) from the project accountant demonstrating (1) ownership of the property by the entity receiving the tax credit allocation, and (2) certifying compliance with Section 42 of the Internal Revenue Code and Treasury Regulation 1.42-6 that more than ten percent (10%) of the Owner's total reasonably expected basis in the Project has been incurred.

- Execution of the Release and Indemnification Agreement (available on our website) by an authorized representative of the entity anticipating receiving the tax credit allocation and submission of the Agreement to DHCD. The Agreement releases and indemnifies DHCD from any loss, demand or judgment resulting from the allocation of tax credits. DHCD assumes no liability for determination of the qualified basis of any project. All tax credit developers should consult a qualified tax accountant, tax attorney, and/or syndicator to determine final eligibility for the credit.

- Execution of the Owner Certification (available on our website) by an authorized representative of the entity anticipating receiving the tax credit allocation and submission of the Certification to DHCD. Please submit a revised One-Stop Application that breaks out the rental portion of the project from the homeownership portion.

- Payment to DHCD of the tax credit commitment fee which is a portion of the tax credit processing fee. The total tax-credit processing fee is equal to 8.5% of the annual tax credit amount for for-profit developers, or $75,760. The commitment fee is equal to one-third of the total processing fee minus the application fee. The amount owed by December 1, 2012 for this project is $20,003. Please make the check payable to the Department of Housing and Community Development.

- Identification of an accountant with previous LIHTC experience acceptable to DHCD.

- Identification of a general contractor acceptable to DHCD.

- Identification of a management agent acceptable to DHCD. Please provide evidence that all key property manager(s) have received training regarding the compliance requirements of IRC Section 42. ***(Received)***

- Submission of documentation identifying the finalized terms and conditions of all non-DHCD funding sources, including an updated One Stop. Please note that you must submit the updated One Stop in electronic and paper form.

- Submission of compliance with the Massachusetts Historical Commission. ***(Received)***

- Submission of evidence of compliance with all recommendations contained in the Phase I Environmental Site Assessment Report. ***(Received)***

- Submission of final plans and specifications satisfactory to DHCD including evidence:
  - that high speed internet access will be provided in all units; and
  - that the final plans and specifications meet or exceed Energy Star standards and incorporate the sustainable design features pledged in the One Stop application submitted February 10, 2012.

  Please be advised that any material changes to the plans and specifications must be reviewed and approved by DHCD.

- Submission of an "as-is" appraisal supporting the acquisition cost carried in the approved One-Stop for each phase. ***(Received)***

- Submission of evidence of compliance with the Massachusetts Architectural Access Board and all applicable federal, state, and local regulations regarding handicapped accessibility.

- Submission of evidence of all necessary zoning approvals from the Town of Yarmouth. ***(Received)***

- Submission of projected Placed in Service date as agreed to in the partnership or operating agreement.

- Submission of a Fair Housing narrative describing how the marketing, tenant selection, and other applicable policies and procedures will incorporate the Department's Fair Housing principles, including a pledge to list vacant units upon availability with Citizen's Housing and Planning Association's (CHAPA's) Massachusetts Accessible Housing Registry at http://www.chapa.org.

- Submission of evidence that the equity contribution was competitively bid to ensure the highest yield possible.

- Commitment from a syndicator and/or investor acceptable to DHCD.

- Satisfactory market study. ***(Received)***

3. If the Project or one or more buildings in the Project is Placed in Service by the end of 2014, the Project or one or more buildings in the Project may be eligible to receive an IRS Form 8609 (Final Allocation) of federal tax credits by December 31, 2014 provided that the Project satisfies all pertinent IRS and DHCD requirements. You must contact Jonathan Tambiah in writing at the above address no later than October 1, 2014 if you anticipate that the Project or one or more buildings in the Project will be Placed in Service by the above referenced dates.

4. Receipt by DHCD of such other evidence, information and documentation as it may require to determine that the Project meets all pertinent requirements of Section 42 of the Code, the Treasury Regulations issued there under, M.G.L. c.62 sec. 6I, M.G.L. c.63 sec.31H, 760 CMR 54.00 and any additional requirements of the Commonwealth of Massachusetts.

Cancellation: Failure by the Developer to satisfy all of the terms and conditions set forth herein shall entitle DHCD, in its discretion, to deem this Certificate to be canceled and null and void as of the date hereof. Following any such cancellation, neither the Developer nor any successor or assign shall have any right to claim tax credits pursuant to this Certificate. DHCD reserves the right, in its discretion, to waive in writing any such failure to satisfy any term or condition.

DHCD Signature Page for
Certificate of Binding Commitment

IN WITNESS WHEREOF, DHCD and the Owner have executed this Agreement of Binding Commitment under seal this 30th day of August 2012.

By: _____
Name: Catherine Racer
Title: Associate Director

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On this 30th day of August 2012, before me, the undersigned notary public, personally appeared Catherine Racer, Associate Director of the Massachusetts Department of Housing and Community Development, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged that he or she executed the foregoing instrument voluntarily for its stated purpose and that the foregoing instrument is his or her free act and deed and the free act and deed of such entity.

_____
Notary Public
My commission expires: 9/21/2018

WENDY HANNA COHEN
MY COMMISSION EXPIRES SEPT. 21, 2018
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Acknowledged, agreed, and accepted, and signed as a sealed instrument this 5th day of September, 2012:

By: _____

Name: RICHARD HAYDEN

Its: EXECUTIVE ~~SENIOR~~ V.P.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Essex

On this 5th day of September 2012, before me, the undersigned notary public, personally appeared Richard Hayden, Senior Vice President, proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged that he or she executed the foregoing instrument voluntarily for its stated purpose and that the foregoing instrument is his or her free act and deed and the free act and deed of such entity.

_____

Notary Public

My commission expires:

ALEXANDRA ELIZABETH ORASCIA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 12, 2012

Bank
America's Most Convenient Bank®

TD Bank, N.A.
17 New England Executive Park, 2nd Floor
Burlington, MA 01803
www.tdbank.com

September 13, 2012

Mr. Richard Hayden
Stratford Capital Group
100 Corporate Place, Suite 404
Peabody, MA 01960

Dear Mr. Hayden:

On behalf of TD Bank, N.A. (the "Bank"), I am pleased to offer Simpkins School Residences, Limited Partnership ("the "Borrower") a commitment for the credit accommodations (the "Credit Accommodations") that are described below, subject to the following and the terms and conditions set forth in this letter.

A. Construction Loan:

BORROWER: Simpkins School Residences Limited Partnership

AMOUNT: Up to $7,000,000 not to exceed fifty percent (50%) of a construction and soft cost budget approved as by the Bank.

PURPOSE: The loan proceeds will be used to fund the purchase and rehabilitation of 134 Old Main Street, Yarmouth, Massachusetts and its conversion to 65 apartment units, inclusive of the 7-market rate units, for elderly residents, in accordance with Section 42 of the IRC (Low Income Housing Tax Credit Program).

The proposed budget for the Project and the funds necessary to complete construction are based on the financial projections provided to the Bank by the developer dated July 2012.

INTEREST: The loan shall bear interest at a per annum rate equal to Three Percent (3.00%) above the One Month London Interbank Offered Rate ("LIBOR"). LIBOR (London Interbank Offered Rate) means the rate of interest in U.S. Dollars (rounded upwards, at the Bank's option, to the next 100th of one percent) equal to the British Bankers' Association LIBOR ("BBA LIBOR") for the equivalent Interest Period as published by Bloomberg (or such other commercially available source providing quotations of BBA LIBOR as designated by Bank from time to time) at approximately 11:00 A.M. (London time) 2 London Banking Days prior to the Reset Date; provided however, if more than one BBA LIBOR is specified, the applicable rate shall be the arithmetic mean of all such rates. London Banking Day means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London,

England. If, for any reason, such rate is not available, the term LIBOR shall mean, with respect to any Interest Period, the rate of interest per annum determined by Bank to be the average rate per annum at which deposits in dollars are offered for such Interest Period by major banks in London, England at approximately 11:00 A.M. (London time) 2 London Banking Days prior to the Reset Date.]

PAYMENT: Payments of interest only shall be due monthly, commencing one month after closing. Interest shall be payable on the same day of each month and shall be paid for the actual days on the funds advanced under the Loan. The principal balance plus any accrued interest and all other applicable fees and expenses if any, shall be due and payable at maturity (see details below for permanent loan terms and conditions).

PREPAYMENT: This Loan may be prepaid at any time without penalty.

FEE: One percent (1.0%) of the loan proceeds equal to Seventy Thousand Dollars ($70,000), paid at the time of loan closing.

TERM: The term of the loan will be thirty months from date of closing.

GUARANTORS: The General Partner(s) shall guarantee completion of project; defined as 100% construction of the proposed improvements in accordance with the plans and specifications approved by the Bank, within budget, stabilized operations defined as achieving a 1.0:1 Debt Service Coverage and permanent loan closing.

The Guarantors shall also include exculpatory carve-outs for fraud, material misrepresentation, misapplication of funds and environmental indemnification.

SECURITY: The loan will be secured by the following collateral:

1. A first mortgage and security agreement on the land, and improvements to be constructed thereon.

2. A first priority assignment of all leases and rentals.

3. A collateral assignment of all construction contracts, architect's and engineer's contracts, and all permits and approvals, necessary for construction and operation of the project.

4. An assignment of all permanent financing commitments, grants, and any other permanent funding commitments.

5. A first security interest in all syndication proceeds due under the Limited Partnership Agreement.

6. An assignment of all reserves and other cash deposits affiliated with the project, including those required by the permanent financing commitments.

7. First assignment by the partnership of all limited partner capital contribution payments to be made by the limited partner to the partnership.

8. An assignment of all contracts and agreements for the provision of tenant services, if any.

9. An assignment of General Partner's partnership interest in the Partnership.

Subject to the consent and approval of the funding source, all proceeds derived from all funding sources shall be held in an interest bearing pledge account for benefit of the Limited Partnership and pledged to lender. The pledge account will be controlled by the Bank and prior to an event of default will first be used to fund construction and then to repay the Bank's construction loan and to fund any required reserves and other cost approved by the Bank.

B. Permanent Loan:

BORROWER: Simpkins School Residences Limited Partnership

AMOUNT: Up to One Million Nine Hundred and Sixteen Thousand dollars ($1,916,000).

PURPOSE: The loan proceeds will be used to payoff the Construction Loan described above subject to the completion of the project; defined as 100% construction of the proposed improvements in accordance with the plans and specifications approved by the Bank, within budget, stabilized operations defined as achieving a 1.0:1 Debt Service Coverage and repayment in full of the Construction Loan.

INTEREST: The loan shall bear interest at a fixed per annum rate equal to the Bank's all in Cost of Funds plus three hundred and thirty five basis points (3.35%) inclusive of a 30-month forward rate add on equal to 0.60%. To illustrate, as of September 13, 2012 the COF is 2.49%, resulting in an all-in fixed interest rate equivalent of 5.84% for the term of the Note. The rate will be set 5-days prior to the closing.

TERM TO MATURITY: Fifteen (15) Years from Funding unless Renewal Option is exercised.

PAYMENT: Consecutive monthly installments comprised of principal and interest (on the basis of the actual number of days elapsed and a 360-day year) calculated by the Bank in the Bank's sole discretion at the time of closing based upon the interest rate and a 360 month amortization period.

RENEWAL OPTION: The Borrower may extend the term for an additional twelve (12) months providing no default exists and the borrower is in compliance with its Loan Agreement. During the renewal period the interest payments will be due based on a floating rate equal to the then One Month Libor plus Three Hundred Basis Points, as defined above.

PREPAYMENT: The Loan may be prepaid in whole or in part upon thirty (30) days prior written notice to the Bank. In the event of any prepayment of this Note, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Bank, pay a "fixed rate prepayment charge" equal to the greater of (i) 1% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Note plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due.

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of this Note, or (ii) the remaining term of the then current fixed interest rate period.

"Stated Interest Rate" as used herein means the rate at which interest is accruing on the outstanding principal balance of this Note at the time of the calculation.]

FEE: One quarter of One percent (0.25%) of the loan proceeds equal to Four Thousand Seven Hundred and Ninety Dollars ($4,790), paid at the time of loan closing.

SECURITY: The loan will be secured by the following collateral:

1. A first mortgage and security agreement on the land, and improvements to be constructed thereon
2. A first priority assignment of all leases and rents.

DEFAULTS: Standard for transactions of this type as Bank may require including, but not limited to, payment defaults, performance defaults, covenant defaults, breaches of representations and warranties, material adverse change, cross-default and bankruptcy.

***Late Charge*:** The Bank at its option may assess a late charge in the amount of five (5%) percent of any payment not received within ten (10) days of the date such payment is due.

***Default Interest*:** After maturity or upon default in any of the Borrowers' obligations under the loan documents, the Bank may elect to increase the interest rate of the loan to eighteen (18%) percent.

BANK COUNSEL: The Bank's counsel for this loan is:

Steven A. Ross
Gilmartin, Magence & Ross, LLP
376 Boylston Street
Boston, MA 02116
(617) 375-9000

COVENANTS AND CONDITIONS: The Bank's loan will be subject to satisfaction of the following terms, conditions, and covenants. The Bank reserves the right to add additional terms and conditions should any of the facts and assumptions used in underwriting the loan change.

1. Prior to closing the construction loan, satisfactory receipt and approval by the Bank of the final line item construction budget and evidence that all required approvals and permits have been obtained.

2. Prior to closing the construction loan, Borrower must have received commitments for, and executed acceptance of, all financing commitments and equity commitments in an amount sufficient to fund and pay the Bank's construction loan in full upon completion of construction and stabilization of the subject development. The commitments must be in form and content acceptable to the Bank. At closing, the Bank, Borrower, and all sources of equity and permanent financing must enter into tri-party agreements, acceptable to the Bank.

3. Prior to, or at, the construction loan closing, Borrower shall have executed a Limited Partnership Agreement on terms and conditions acceptable to Bank. Further, an acceptable investor shall have purchased the Limited Partnership interests on terms and conditions acceptable to Bank, including, but not limited to, the right of the Bank to resell the limited partnership interests in the event of default by a Limited Partner with respect to its failure to make its capital contributions.

4. The Bank will be provided with evidence that the project has received a Low-Income Housing Tax Credit allocation in the amount contained in the presentation to the Bank, dated July 11, 2012. The Bank shall also require that

that the Limited Partnership interest be sold for the amount contained in the projections to a party acceptable to the Bank, under terms and conditions acceptable to the Bank. The minimum equity contributed at closing of the construction loan is 10% of the approved Construction Budget. If requested by the Bank, the Bank shall be provided with financial information on the entity purchasing the Limited Partnership interest, for its review and approval.

5. The Bank will require that the contract for construction of the proposed improvements contain a "Guaranteed Not To Exceed Price", and that the contractor provide a Payment and Performance Bond acceptable to the Bank. The contractor and all major subcontractors must be acceptable to the bank.

6. Receipt and acceptance of the Environmental Reliance Letters.

7. The terms and conditions of the permanent financing commitments and the requirements of the investor/limited partner shall become additional terms and conditions of the Bank's loan.

8. Advances under the construction loan shall be advanced under a Construction Loan Agreement, and in compliance with the Bank's standard construction procedures.

9. The Bank will be reimbursed the cost of the inspections for improvements as they are constructed.

10. Borrower will agree to maintain any required reserve accounts and operating checking accounts for the project and partnership with the Bank after completion of construction and closing on the permanent financing, as long as the Bank is competitive with respect to rates and fees.

11. Any loans or investments made to the Partnership by the General or Limited Partners, shall be subordinate to the Bank's construction loan.

12. The Limited Partner Investor must make a minimum equity investment of $9,237,950.

13. Any rental restrictions or use restrictions shall not be recorded until the Bank's construction loan is paid in full.

14. The Borrower shall not permit the Debt Service Coverage for the rolling twelve month period just ended from the Borrower's real property securing the Obligations to be less than 1.15 to 1.0.

15. The Borrower shall not permit the outstanding principal balance of the Obligations to exceed 70% of the fair market value (as determined by the Bank) of all real property securing the Obligations at any time.

Financial Reporting

1. Federal Income Tax Returns:

Annually, the Bank shall be provided, within thirty (30) days of filing, with copies of the borrower's Federal Income Tax Returns.

2. Operating Statements:

Annually, the Bank shall be provided, within 60 days of each calendar year end, with the subject's Operating Statements and Rent Roll Reports.

CONSTRUCTION LOAN DISBURSEMENTS:

Construction Loan Agreement. The Loan and Limited Partner equity proceeds shall be advanced under a Construction Loan Agreement to finance the construction of the Project in accordance with plans and specifications, which shall be subject to Bank approval. Bank will make disbursements not more often than once monthly after receipt of (i) written certification by an architect approved by Bank that the work covered thereby was completed to his satisfaction and in accordance with the approved plans and specifications, such disbursements to be no more than ninety (90%) of the cost of each stage until such time as construction of the improvements shall be fifty (50%) percent completed, and subsequent to such 50% completion, the amount of each such advance shall represent 95% of the total of the approved costs incurred by Borrower and (ii) evidence satisfactory to Bank that there are no mechanic's or other liens prior to Bank's mortgage.

Such architect shall furnish periodic reports to Bank on the progress of the work and in connection with request for advances, he shall certify to Bank that the work is proceeding satisfactorily and that the un-disbursed amount of the Loan will be sufficient to complete the work. In addition to the foregoing, all requests for disbursements shall be accompanied by the following documents and any others, which Bank may require:

(a) Invoices on the Project and completed updated requisition forms in standard AIA format, along with a schedule of payments to be made.

(b) Mechanic's lien waivers executed by contractors, subcontractors, suppliers, and suppliers of subcontractors for services and materials already provided. The lien waivers shall include a stated dollar amount, the requisition number to which the lien waiver relates, and the category under which labor or materials were supplied.

(c) An updated construction budget and requisition form.

(d) All change orders approved by Bank and any bonding company.

(e) Updated endorsement to the title insurance policy.

(f) Any other standard forms and documents normally required by the Bank as part of its construction disbursement process.

(g) Consent from Massachusetts DHCD for each advance under the loan, if required by Massachusetts DHCD

On completion of the work, such architect shall certify to Bank that all of the work was performed to his satisfaction, in accordance with the approved plans and specifications, and in compliance with all applicable codes, ordinances, rules and regulations relating to the construction of the Project. The Construction Loan Agreement may also require updating of cost breakdowns, surveys and title insurance policies without further exceptions as conditions of each advance and shall contain such other terms and conditions, including commencement and completion dates, as Bank may reasonably require.

The Bank will not disburse on a percentage of completion basis.

CONSTRUCTION LOAN REQUIREMENTS:

The Loan proceeds shall be advanced under Bank's standard Construction Loan Agreement and in accordance with such other terms as Bank or its counsel shall require. To assist you in planning for the closing on this Loan, be advised that, among other things, the Bank will require the following:

A detailed budget for the cost of constructing the Project including soft cost budget, together with copies of executed bids and contracts with the general contractor and any subcontractors or suppliers which must be approved by Bank. The Bank will not disburse on a percentage of completion basis.

Soil test reports conducted by an engineer acceptable to Bank, stating that the Land is suitable, without excessive work or modification, for the construction of the proposed Project.

A schedule of the estimated dates of commencement and completion of the construction of the Project, prepared by the general contractor/clerk of the works and approved by Borrower.

Two complete sets of the final plans and specifications for the construction of the Project, together with a certificate from a qualified architect that the final plans and specifications were prepared in accordance with good architectural and engineering practices and comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations, including but not limited to those relating to zoning, building, fire prevention, health, safety, handicap access, historic preservation, wetlands and flood control. The

control. The Bank will have the plans, specifications, and budgets reviewed by its independent inspector.

Triple obligee payment and performance bonds relating to the general contractor and such subcontractors as Bank may require, in an amount not less than the contract price. Said bonds shall be issued by an insurance company acceptable to Bank. Should the financial condition of the insurer at any time prior to completion of the Project become unsatisfactory to Bank, then Bank shall have the right to require that Borrower provide Bank with a replacement bond.

Evidence satisfactory to Bank and Bank's counsel that all permits, licenses and approvals required for the construction and use of the Project under applicable laws, ordinances, codes, rules and regulations and under the terms of any restriction, easement or covenant affecting the Land have been obtained, together with a legal opinion to such effect from Borrower's counsel.

A certificate from a licensed engineer or other evidence as to the availability of all necessary utility services for the Project, including but not limited to electricity, water, sewer and telephone services.

If the Project is served or is to be served by wells or a system other than an ordinary municipal water system, Bank shall be provided with a satisfactory water test prior to closing.

The Construction Loan Agreement will provide an allowance for construction advances for stored materials on site, up to a maximum of $250M, for which the Borrower will obtain proof of entry documentation and insurance satisfactory to the bank prior to the advance.

Environmental Due Diligence work included as part of the project scope will require satisfactory evidence the existing underground storage tank, has been removed, and soil and groundwater samples are satisfactory. During this removal, the location of the "old fuel tank cover" should also be investigated, as outlined in the Phase I Report. In addition, satisfactory evidence all asbestos, lead-based paint, PCB, and mercury-containing materials should be abated as directed in as the Hazardous Building Materials Investigation Report.

Guaranty of Completion. Guarantors shall execute and deliver to Bank at closing an unconditional Guaranty of completion of construction of the Project, in accordance with the plans and specifications for the Project.

Inspection Fees:

Borrower shall pay an inspection fee of $750.00 per inspection for each inspection made the independent inspector, Valle Company, or by Bank's inspection staff. Bank or any of its officers or employees, or any inspector retained by Bank will not assume any obligations to Borrower or any other party concerning the quality of the construction of the Project as a result of any such inspection activities.

Bank shall have the right to retain, at Borrower's cost and expense, either an officer or employee of Bank or an outside consulting architect, engineer or inspector to (i) advise Bank as to the accuracy of the budget for the construction of the Project, (ii) as to whether the final plans and specifications for the Project are satisfactory for the intended purposes, (iii) to make periodic inspections of the construction of the Project and to approve requisitions, (iv) to advise Bank as to any requested change orders, and (v) to review any construction contracts related to the Project. Bank, or any of its officers or employees, or any inspector retained by Bank will not assume any obligations to Borrower or any other party concerning the quality of the construction of the Project as a result of any such inspection activities.

Borrower will require its general contractor to obtain and maintain at all times during the construction of the Project the insurance required by the general contractor's contract approved by Bank and such other insurance as may be reasonably required by Bank, including, without limitation, commercial general liability insurance, contractor's liability insurance, comprehensive automobile liability insurance, all-risk contractor's equipment floater insurance, employer liability insurance, and worker's compensation insurance.

Borrower will require its architect in connection with the construction of the Project to obtain and maintain professional liability insurance covering claims asserted with respect to the Project for a period of not less than one year after the date of completion of the Project. The insurance shall be in an amount of not less than $1,000,000.

The Bank will have the right to erect and maintain at a suitable location on the site a sign indicating that construction financing for the Project is being provided by Bank, such location and sign to be subject to the approval of Bank.

Except otherwise provided for in this Commitment Letter, at the time of Loan closing, Borrower will deposit with Bank funds in an amount equal to the difference between the amount of the Loan and total Project costs shown on the Project budget approved by Bank. Any required funds will be disbursed in the same manner as advances of the Loan and will be disbursed prior to any advances of the Loan. In addition, if Bank at any time determines, in its sole discretion, that the remaining undisbursed portion of the Loan is or will be insufficient to pay for all Project costs, Borrower will, within five (5) days after written notice of such determination by Bank, deposit with Bank such funds as Bank may require, in an amount sufficient to remedy the condition described in such notice, and until so deposited Bank shall have no obligation to make any further advances of the Loan.

Any change orders shall require the written consent of the Bank, Massachusetts DHCD, any Guarantor of the Loan, and any bonding company, which has executed and delivered a performance and payment bond for the construction of the Project.

FUNDING COMMITMENTS:

Prior to Loan closing, Borrower shall have obtained funding commitments as outlined below; the Funding Commitments shall not be amended or modified without Bank's consent. The terms and conditions of the Funding Commitment must demonstrate full funding of the commitments prior to the maturity of the Construction Loan, be complied with by Borrower and be in full force and effect at all times during the term of the Loans. Additional funding commitments as follows;

$1,000,000 from Department of Housing and Community Development AHTF;
$1,000,000 from Department of Housing and Community Development HSF;
$550,000 from Barnstable HOME Program;
$150,000 from DHCD HOME Program;
$1,007,000 from Massachusetts Historical Commission.

HANDICAPPED ACCESS:

Borrower shall provide evidence satisfactory to Bank that the proposed construction or renovation to be financed with the proceeds of the Loan will comply with all applicable provisions of the Americans with Disabilities Act of 1990, including any rules and regulations promulgated thereunder, as well as any other laws or ordinances relating to equal access to public accommodations. Upon the completion of such construction or renovation, Borrower will provide evidence satisfactory to Bank that such construction or renovation does so comply.

COMPLIANCE WITH LAW:

This commitment is subject to the Project's compliance with all applicable federal, state and local laws, regulations, and ordinances pertaining to, without limitation, land use, the environment and equal access to public accommodations. If required by Bank or its counsel, Borrower's counsel shall provide written opinions regarding these issues.

SURVEY:

Prior to Loan closing, Borrower shall submit to Bank for its approval a current instrument survey of the land, which shall be certified to Bank and the title insurance company. The survey shall be prepared by a Registered Land Surveyor and shall show dimensions of any improvements, easements, rights-of-way, encroachments, established building and street lines and such other details as Bank may require. If the proceeds of the Loan are to be for the construction of the Project, Borrower shall provide to Bank additional surveys as required by Bank, including but not limited to a survey showing the location of the foundations of the Project when completed, and an as-built survey upon completion of construction of the Project.

TITLE REQUIREMENTS:

Borrower shall provide to Bank prior to Loan closing a commitment for a Leasehold mortgagee's title insurance policy with respect to the Project from a title insurer acceptable to Bank in the face amount of equal to the loan amount for a policy in standard ALTA form insuring Bank that Borrower holds marketable leasehold title and that the mortgage securing the Loan will create a valid, enforceable and first priority lien on Borrower's title to such property, subject only to such exceptions as Bank may approve in writing. The policy shall further contain such endorsements or affirmative insurance as Bank in its discretion may require. Borrower shall pay the cost of the title insurance.

ENVIRONMENTAL:

Prior to loan closing, Bank shall have received a Phase I Environmental Site Assessment prepared by an environmental consultant satisfactory to Bank, stating that the Project and areas adjacent thereto are free from hazardous materials and wastes. If such report or assessment reveals the presence upon or within the Project of any hazardous materials or waste, or if such report or assessment shall not be comprehensive or complete in the judgment of Bank, then Bank shall have the right to terminate this commitment and shall have no obligation to make the Loan.

The Loan documents shall contain the agreement of Borrower and any Guarantor to indemnify and hold Bank harmless with respect to the release of any hazardous materials or waste and noncompliance with environmental laws, which agreement shall survive the repayment of the Loan and the exercise by Bank of any of its rights and remedies under the Mortgage

APPROVAL OF CREDIT:

Any changes to the budgets, schedules, or funding sources may require a re-approval of the loan.

INSURANCE:

Borrower shall obtain and maintain with respect to the Project and any additional property, which is to serve as collateral for the Loan and its operations, such insurance as Bank may require, including, during the course of construction of the Improvements:

"all risks" property insurance on the Project written on a builder's risk, completed value, non-reporting form and in compliance with any co-insurance clause;

flood insurance, if the Project is located in any federally designated "special hazard area";

general liability insurance and owner's contingent or protective liability insurance in an amount not less than $2,500,000;

business interruption and loss of rents coverage from the date of closing.

Plus adequate hazard insurance on all business assets securing the Loan naming Bank as loss payee.

The property and flood insurance policies shall name Bank as mortgagee and lender loss payee and shall be first payable in case of loss to Bank pursuant to standard non-contributory mortgage clauses and lender's loss payable endorsements. The liability insurance policies shall name Bank as an additional insured. For the purpose of insurance, the Bank shall be named as TD Bank, N.A., ISAOA, ATIMA, Collateral Department, Insurance Section, 2059 Springdale Road, Cherry Hill, NJ 08003

All insurance referred to in this commitment shall be in such amounts and form, shall include such coverage, endorsements and deductibles, and shall be issued by such insurers as shall be approved by Bank, and shall provide for written notice to Bank at least **thirty (30) days** prior to notice of cancellation, non-renewal, modification or expiration. Duplicate originals or certified copies of the insurance required by above, "all risk"; (together with proof of payment of premiums) shall be delivered to Bank prior to the closing of the Loan.

LEGAL OPINIONS:

Borrower shall provide to Bank at closing an opinion of counsel for Borrower and Guarantor (i) indicating the due organization, legal existence and good standing of

Borrower, any general partner of Borrower, and any Guarantor in its state of organization and, in the case of Borrower and any general partner, also in the state where the Project is located, (ii) stating that all Loan documents have been duly authorized, executed and delivered by Borrower and Guarantor and are each valid, binding and enforceable against Borrower and Guarantor, including, without limitation, the choice of law provisions of the Loan documents, (iii) indicating compliance of the Project and any additional property which is to serve as collateral for the Loan with all laws, ordinances, codes, rules and regulations applicable to the construction of the Project and the use, occupancy and operation thereof, (iv) indicating the issuance of all licenses, permits and approvals required to construct, use, occupy and operate the Project, (v) indicating that the Loan documents create in favor of Bank a legal, valid and enforceable lien and security interest in and to the collateral required hereunder to secure the Loan, and all filings and recordings necessary to perfect such lien and security interest have been duly effected, and (vi) stating that there is no action, suit or proceeding pending or threatened against or affecting Borrower, any general partner of Borrower, any Guarantor or the Project, before any court, administrative agency, arbitrator or governmental authority.

DEPOSIT RELATIONSHIP:

Borrower shall open and maintain with Bank during the term of the Loan a comprehensive deposit relationship with Bank.

Borrower shall open and maintain with the Bank a deposit relationship related to the Project, including, but not limited to the partnership checking account and all reserve accounts.

MISCELLANEOUS:

The parties hereto agree that this commitment shall survive the Loan closing and that each of the obligations and undertakings of the Borrower hereunder shall continue until the entire Loan, together with interest and fees, is paid in full.

This commitment represents the entire agreement of the parties and supersedes all prior agreements with respect to the Loan.

This commitment is conditioned upon the completeness and accuracy of the information contained in the financial statements, loan applications and all other documents submitted to Bank by or on behalf of Borrower, and upon the absence of any adverse change in the information as of the date of the Loan closing, and upon the absence of any omission from the documents of any fact relating to the Borrower, any Guarantor, the Project, the Loan contemplated herein or the security for the Loan. Borrower shall furnish Bank promptly with any documentation reasonably requested hereunder.

The Loan shall be made without cost to Bank. Acceptance of this letter shall constitute your agreement to pay all fees, commissions, costs, charges, taxes and other expenses incurred by Bank in connection with this commitment and the making, administration or enforcement of the Loan, whether or not the Loan closes.

Bank shall not be required to pay any brokerage fees or commissions arising from the issuance of this letter or the making of the Loan and Borrower and any Guarantor agree to defend, indemnify, and hold Bank harmless from and against any and all costs, claims, liability, damages or expenses (including but not limited to reasonable attorneys' fees) in connection therewith.

All documents executed and delivered in connection with the closing of the Loan and all other material documents shall be in form and substance satisfactory to Bank's counsel. All other legal matters shall be to such counsel's satisfaction.

Borrower shall not assign this commitment without the prior written consent of Bank.

The transactions contemplated by this letter shall be governed by the laws of the Commonwealth of Massachusetts.

Bank may terminate this commitment prior to the Loan closing if (a) Borrower or any Guarantor shall fail or refuse to comply with any of the terms and conditions set forth herein, (b) any adverse change in the opinion of Bank shall occur with respect to the Project, Borrower, any general partner of Borrower, any Guarantor, any permanent lender, or any other person or entity (including tenants) connected with the Loan or any collateral for the Loan or other source of repayment of the Loan at any time prior to the Loan closing, (c) any part of the Project shall have been taken in condemnation or other like proceeding, or any such proceeding is pending or threatened at the time of the Loan closing, or (d) Borrower, any general partner of Borrower, any Guarantor, any permanent lender, or any other person or entity (including tenants) connected with the Loan or any collateral for the Loan or other source of repayment shall be insolvent or involved as debtor in any arrangement, bankruptcy, reorganization or insolvency proceeding. In the event of such termination, Bank shall be entitled to collect and retain all commitment fees required herein of Borrower. Such termination shall become effective upon the mailing of notice to Borrower at the address of Borrower shown on this commitment.

AS A FURTHER CONDITION OF THIS COMMITMENT, AND IN ORDER TO OBTAIN A PROMPT DETERMINATION OF RIGHTS AND REDUCE COSTS, THE BANK, BORROWER AND EACH GUARANTOR, FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, VOLUNTARILY AND MUTUALLY WAIVE ANY AND ALL RIGHTS THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO THE LOAN OR ANY LOAN DOCUMENTS, THE COLLATERAL GIVEN AS SECURITY FOR THE LOAN, OR IN ANY WAY RELATED TO THE ADMINISTRATION OF THE LOAN OR THE EXERCISE OF RIGHTS OR REMEDIES RELATED THERETO.

The terms of this commitment cannot be waived or modified except in writing and signed by the parties to this commitment.

Unless this Loan is closed by October 31, 2012 this commitment will expire. Any extensions of this commitment will be at the sole option of Bank and must be in writing.

If these terms and conditions are satisfactory, please sign and return the enclosed copy of this letter to us not later than our close of business on September 24, 2012. Unless we receive a signed copy of this commitment by that date, this commitment will expire.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

Anne McCormack
Vice President

ACCEPTED ON THE TERMS AND CONDITIONS HEREIN CONTAINED

BORROWER(S)

Simpkins School Residences, Limited Partnership

By: SCG Yarmouth, LLC, General Partner
By: Stratford Capital Group LLC, sole member
By: SCG Capital Corp., Manager

_____ _____

Richard A. Hayden
Executive Vice President

Date

GUARANTOR

SCG Yarmouth, LLC

By: Stratford Capital Group LLC, sole member
By: SCG Capital Corp., Manager

_____ _____

Richard A. Hayden
Executive Vice President

Date

STRATFORD
CAPITAL GROUP

Phone: 978.535.5600
Fax: 978.535.1141
www.stratfordcapitalgroup.com

100 Corporate Place
Suite 404
Peabody, MA 01960

February 8, 2012

Mr. Richard Hayden
Executive Vice President
Stratford Capital Group
100 Corporate Place Suite 404
Peabody, MA 01960

Re: Simpkins School Residences
Yarmouth, MA

Dear Mr. Hayden,

This proposal is submitted on behalf of the Stratford Capital Group of companies ("Stratford Capital"). The purpose of this proposal is to set forth the basic terms under which Stratford Capital will provide equity syndication services and arrange for equity capital to be used in connection with the development of the rental apartment complex set forth below (the "Property") in a manner in which the Property will qualify for (i) low income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "Low Income Tax Credits") and (ii) federal historic tax credits under Section 47 of the Internal Revenue Code (the "Federal Historic Tax Credits") (collectively, the "Tax Credits") with respect to all of its apartment units:

Name of Property:	Simpkins School Residences
Address:	134 Old Main Street, Yarmouth, Massachusetts
Apartment Units:	65

The developer of the Property (the "Developer"), the owner of the Property (the "Partnership"), the general partner of the Partnership (the "General Partner") and the guarantor of certain of the Developer's and/or the General Partner's obligations (the "Guarantor") are as follows:

Partnership:	Simpkins School Residences Limited Partnership
Developer:	SCG Development Co. LLC
General Partner:	SCG Yarmouth, LLC
Guarantor:	Stratford Capital Group, LLC

Upon your execution of this proposal, Stratford Capital will pursue, and may expend significant resources in connection with, the transaction contemplated herein. Accordingly, during the term of this proposal (see Section 8 below), the Partnership, the Developer, the General Partner, the Guarantor and their affiliates will negotiate in good faith to consummate the transactions contemplated herein, and will not

negotiate to issue or transfer any interest in the Partnership or the Property to any person but Stratford Capital or its designees.

Based on the foregoing, Stratford Capital proposes to arrange for the equity capital of the investment in the Partnership, either directly or through an investment partnership to be formed by us (the "Investment Partnership"), on the following terms:

1. The Property.

(A) Development Costs. The total development cost (including certain Property Reserves) of the Property (the "Development Cost") will be approximately $15,139,955 which amount includes a Development Fee (see Section 1(C) below). It is anticipated that such Development Cost will be funded with approximately (i) $9,810,720 of Investor Capital (see Section 4 below), (ii) $1,007,000 of MA Historic Tax Credit Equity, (iii) up to approximately $1,340,000 from the proceeds of the First Mortgage Loan (see Section 1(B) below), (iv) up to approximately $1,000,000 from the proceeds of the Second Mortgage Loan (see Section 1(B) below), (v) up to approximately $1,000,000 from the proceeds of the Third Mortgage Loan (see Section 1(B) below), (vi) up to approximately $550,000 from the proceeds of the Fourth Mortgage Loan (see Section 1(B) below), (vii) up to approximately $150,000 from the proceeds of the Fifth Mortgage Loan (see Section 1(B) below), (viii) if necessary, the deferral of a portion of the Development Fee, and/or (ix) if necessary, Construction Completion Payments (see Section 5(A) below). We also assume that the Property generally will be developed, financed and operated substantially as set forth in the Tax Credit Application filed for the Property with the Massachusetts Department of Housing and Community Development (the "State Agency"), unless otherwise set forth in this proposal.

(B) Financing. We assume that the Partnership has obtained (or intends to obtain) the following financing for the Property:

(1) A construction loan in the presently anticipated amount of $6,500,000 will be provided by TD Bank (the "Construction Loan"). The Construction Loan will (i) bear interest at a variable rate equal to the thirty day LIBOR rate plus 3.00% adjusted monthly but at no time will be less than a floor of 5.25%, and (ii) be payable interest-only during a term of up to thirty months from Initial Closing; and

(2) A first mortgage loan in the presently anticipated amount of $1,340,000 will be provided by Eastern Bank (the "First Mortgage Loan"). The First Mortgage Loan will (i) bear interest at a fixed rate of approximately 7.50% pursuant to a 30-month forward commitment, (ii) be payable in level monthly installments of principal and interest over a 30 -year amortization period upon Final Closing, (iii) mature in not less than 18 years after Final Closing, (iv) have an initial debt service coverage of at least 1.15:1, and (v) be non-recourse to the Partnership and its Partners.

(3) A second mortgage loan in the presently anticipated amount of $1,000,000 will be provided by the Commonwealth's Affordable Housing Trust Fund (the "Second Mortgage Loan"). The Second Mortgage Loan will (i) bear interest at a fixed rate of 3.00% per annum, (ii) will not be payable during its term, (iii) have a term of not less than 30 years, and (iv) be non-recourse to the Partnership and its Partners.

(4) A third mortgage loan in the presently anticipated amount of $1,000,000 will be provided by the Commonwealth's Housing Stabilization Fund (the "Third Mortgage Loan"). The Third Mortgage Loan will (i) bear interest at a fixed rate of 3.00% per annum, (ii) will not be payable during its term, (iii) have a term of not less than 50 years, and (iv) be non-recourse to the

Partnership and its Partners.

(5) A fourth mortgage loan in the presently anticipated amount of $550,000 will be provided by the Commonwealth's HOME Investment Partnership Program (the "Fourth Mortgage Loan"). The Fourth Mortgage Loan will (i) bear interest at a fixed rate of 3.00% per annum, (ii) will not be payable during its term, (iii) have a term of not less than 30 years, and (iv) be non-recourse to the Partnership and its Partners.

(6) A fifth mortgage loan in the presently anticipated amount of $150,000 will be provided by the Barnstable County HOME Consortium (the "Fifth Mortgage Loan"). The Fifth Mortgage Loan will (i) bear interest at a fixed rate of 3.00% per annum, (ii) will not be payable during its term, (iii) have a term of not less than 30 years, and (iv) be non-recourse to the Partnership and its Partners.

Collectively, the First Mortgage, the Second Mortgage Loan, the Third Mortgage Loan, the Fourth Mortgage Loan, and the Fifth Mortgage Loan are referred to as the "Mortgage Loans".

(C) Development Fee. The Partnership will pay the Developer a fee for its development services of approximately $1,452,025 (the "Development Fee") or such greater amount as allowed by the State Agency. The Development Fee will be paid currently from proceeds of the Mortgage Loans, Investor Capital and MA Historic Tax Credit Equity which are available after all Development Costs are paid and the Property Reserves are funded (see Section 1(G) below). If the Mortgage Loans, Investor Capital and MA Historic Tax Credit Equity are insufficient to pay the entire Development Fee, the balance will be deferred and paid, from Net Cash Flow and Net Capital Proceeds (see Sections 2(D) and (E) below), but in all events by not later than December 31, 2025. The Development Fee will be paid on a schedule to be determined by Stratford Capital during the due diligence period.

(D) Development Schedule. We assume that the Partnership will follow the following development schedule:

(1) Initially close on the Construction Loan and commence construction of the Property not later July 1, 2012 (the "Initial Closing");

(2) Complete the lien-free construction of the Property and obtain final certificates of occupancy permitting unconditional occupancy of all apartment units by September 1, 2013 (the "Completion Date");

(3) Commence initial lease-up of the Property by September 1, 2013, lease-up the Property's apartment units at a rate of approximately seven units per month, and complete lease-up of all of the apartment units in the Property by approximately July 1, 2014;

(4) Repay the Construction Loan, fully fund the Mortgage Loans and convert the Mortgage Loans to "permanent status" by October 1, 2014 (the "Final Closing");

(5) Achieve the Breakeven Date by July 1, 2014. For this purpose, "Breakeven Date" means the date on which, the first day following a period of any 3 consecutive calendar months commencing on or after the Final Closing during each of which, as determined by the Accountants, the Property has produced revenues from normal operations (rather than from Capital Contributions, Mortgage Loan proceeds or reserves funded from those sources) determined on a cash basis at least equal to (i) all costs and expenses of ownership, operation and maintenance of the Property (excluding Asset

Management Fees, Development Fees and Partnership Management Fees) determined on an accrual basis plus (ii) on an annualized basis, all projected similar costs not already included in (i) above, including those of a seasonal nature, which might reasonably be expected to be incurred on an unequal basis during a full annual period of operation, plus (iii) debt service on the First Mortgage Loan (assuming payments on a fully amortizing basis); and

(6) Achieve the Stabilization Date by December 31, 2014. For this purpose, "Stabilization Date" means the date on which, the first day following a period of any 3 consecutive calendar months commencing on or after the Final Closing during each of which, as determined by the Accountants, the Property has produced revenues from normal operations, determined on a cash basis at least equal to (i) all costs and expenses of ownership, operation and maintenance of the Property, excluding debt service on the Mortgage Loans, determined on an accrual basis plus (ii) on an annualized basis, all projected similar costs not already included in (i) above, including those of a seasonal nature, which might reasonably be expected to be incurred on an unequal basis during a full annual period of operation, and (iii) 115% 120% of debt service on the First Mortgage Loan (assuming payments on a fully amortizing basis).

(E) Tax Credits. This proposal is based on the following assumptions regarding the Tax Credits:

(1) The Partnership will make all required filings with, and obtain all required approvals from, the State Agency for the Tax Credits;

(2) The Property satisfies all requirements (including, without limitation, restrictions imposed on development fees and other expenditures) of the State Agency qualified allocation plan for Tax Credits;

(3) The Partnership will qualify for Tax Credits in the amount of $10,000,000 representing $1,000,000 of Low Income Tax Credits per year for 10 years, and it is anticipated that such Low Income Tax Credits will be realized approximately $820,513 in 2014, $1,000,000 per year in years 2015 through 2023 and $179,487 in 2024 (the "Projected Low Income Tax Credits");

(4) The Partnership will qualify for Federal Historic Tax Credits in the amount of $1,276,511 and it is anticipated that such Federal Historic Tax Credits will be realized in 2013 (the "Projected Federal Historic Tax Credits"); and

(5) The Partnership will qualify for Massachusetts Historic Tax Credits in the amount of $1,200,000 which will be certificated and sold to a third party investor for approximately $1,007,000 (the "MA Historic Tax Credit Equity").

Collectively, the Projected Low Income Tax Credits and the Projected Federal Historic Tax Credits are referred to as the "Projected Tax Credits".

(F) Operations. The Property will be rented to tenants and at rental rates which are necessary to qualify all of the Property's apartment units for Tax Credits and to satisfy such other requirements of the State Agency and/or the terms of the Mortgage Loans.

(G) Reserves. The Partnership will fund and maintain the following reserves for the benefit of the Property (the "Property Reserves"):

(1) An operating deficit reserve to be held by the Partnership in the amount of $300,000 (approximately equal to six months of stabilized operating expenses and "must-pay" debt service) and funded by the Fifth Installment of Investor Capital (the "Operating Deficit Reserve");

(2) A lease up reserve to be held by the Partnership in the amount of $175,000 and funded by the Third Installment of Investor Capital with any remaining balance being used to fund the Operating Deficit Reserve (the "Lease-up Reserve"); and

(3) Commencing upon Final Closing, an annual replacement reserve in an amount equal to the greater of (i) the amount required under the Mortgage Loans, and (ii) $325 per apartment unit per year (increased annually by the greater of 3% or the consumer price index (the "CPI")) and funded from operations (the "Replacement Reserve").

(H) General Contractor. The Property will be constructed pursuant to a "guaranteed maximum price" construction contract, and for a market rate builder's fee and overhead allowance, reasonably acceptable to Stratford Capital. The construction contract must be secured by payment and performance bonds or other completion assurances reasonably acceptable to Stratford Capital.

(I) Property Manager. The Property will be managed pursuant to a property management agreement, and for a market rate management fee, reasonably acceptable to Stratford Capital.

(J) Asset Manager. The Partnership will engage Stratford Capital or its designated affiliate as its asset manager and will pay it a fee of $7,500 per year (increased annually by the greater of 3% or CPI and which amount will be cumulative if unpaid in prior years) as an operating expense (the "Asset Management Fee").

(K) Partnership Management. The Partnership will be managed by the General Partner, who will receive a fee that will be payable solely from Net Cash Flow (see Section 2(D) below) (the "Partnership Management Fee").

(L) Responsibilities. The Developer and the General Partner will be responsible for all matters involving acquisition, construction, development, financing and Tax Credits, as more particularly set forth in the Partnership Agreement and Collateral Agreements. The Developer will consult with Stratford Capital on all development matters, and Stratford Capital will have particular involvement on matters involving financing and the Tax Credits.

(M) Site Improvements & Personal Property. This proposal assumes that the Property will be placed in service before December 15, 2013, and total Development Costs will include depreciable basis of personal property and site improvements in amounts not less than $80,000 and $19,969, respectively.

2. The Partnership.

(A) Partnership Agreement. We will in good faith negotiate a limited partnership agreement for the Partnership (the "Partnership Agreement") and related collateral agreements (the "Collateral Agreements") which will include the relevant provisions of this proposal, the standard provisions required by Stratford Capital and such other terms and conditions as we may in good faith agree upon and/or as may be reasonably required by the Investors (see Section 3 below):

(1) We will generate the Partnership Agreement and Collateral Agreements within 45 days after acceptance of this proposal; and

(2) We will negotiate in good faith with the objective of executing the Partnership Agreement and Collateral Agreements at or before Initial Closing (the "Investor Closing").

(B) Partners and Interests. The Partners of the Partnership and their basic interests in the Partnership (the "Interests") will be as follows:

	Status	Interest
(1) SCG Yarmouth, LLC	General Partner	0.01%
(2) Stratford Capital (or designee)	Special Limited Partner	0.01%
(3) Investment Partnership	Investor Limited Partner	99.98%

(C) Tax Benefits. Subject to priority allocations which may be required to comply with tax law, the tax losses and Tax Credits of the Partnership will be allocated to the Partners, pro rata in accordance with their Interests. Notwithstanding the foregoing, income will be specially allocated to the General Partner in an amount equal to (i) any net cash flow used to pay Development Costs (ii) the Partnership Management Fee paid to it or its affiliate not otherwise deducted and (iii) any taxable income resulting from the sale of the Massachusetts Historic Tax Credits.

(D) Net Cash Flow. The operating net cash flow of the Partnership remaining after the payment of obligations and expenses then due to third parties and any required Property Reserves (the "Net Cash Flow") will be allocated each year as follows:

(1) To the payment of the Asset Management Fee;

(2) To the payment to the Investment Partnership of an amount sufficient to pay federal and state income taxes on taxable income allocated to (or realized by) it, if any, assuming the payment of taxes at the highest marginal tax rates applicable to corporations (the "Taxable Income Priority Amount");

(3) To the payment of any Tax Credit Adjustment Amounts (see Section 5 (C) below);

(4) To the repayment of Operating Deficit Loans (see Section 5(B) below);

(5) To the payment of any unpaid balance of the Development Fee;

(6) Of the balance, 90% to the General Partner in payment of a Partnership Management Fee; and

(7) The balance, if any, to the Partners, pro rata in accordance with their Interests.

(E) Net Capital Proceeds. The net capital proceeds of the Partnership from sales, refinancing or other capital transactions, remaining after the payment of obligations and expenses then due to third parties (the "Net Capital Proceeds"), will be allocated as follows:

(1) To the payment of any unpaid Asset Management Fees;

(2) To the payment of any unpaid Taxable Income Priority Amounts;

(3) To the payment of any unpaid Tax Credit Adjustment Amounts;

(4) To the repayment of Operating Deficit Loans;

(5) To the payment of any unpaid balance of the Development Fee; and

(6) The balance, if any, 90% to the General Partner, .01% to the Special Limited Partner and 9.99% to the Investment Partnership.

(F) Responsibilities. The responsibilities and rights of the Partners of the Partnership will be set forth in the Partnership Agreement and Collateral Agreements. In general, the General Partner will be primarily responsible for the day-to-day operations of the Partnership, subject to certain approval rights of the Special Limited Partner and/or the Investment Partnership. The Special Limited Partner, on the other hand, will be primarily responsible for investor relations, tax matters and related issues.

3. Investors. The limited partners of the Investment Partnership will be one or more corporate investors (the "Investors") selected by Stratford Capital, and the general partner of the Investment Partnership will be Stratford Capital (or its designee). Neither the Partnership nor the General Partner will have any involvement with the Investment Partnership.

4. Investor Capital.

(A) Payments. Subject to the terms set forth below and in the Partnership Agreement, the Investment Partnership will make $9,811,000 of capital contribution to the Partnership (the "Investor Capital") from the capital contributions made to it by the Investors as follows:

(1) First Installment. $2,250,000 on the later of (i) the Initial Closing, and (ii) the Investor Closing (estimated on or before July 1, 2012);

(2) Second Installment. $2,000,000 on the later of (i) 50% construction completion and (ii) February 1, 2013;

(4) Third Installment. $2,000,000 on the later of (i) the Completion Date, (ii) the funding of the Lease-up Reserve, and (ii) September 1, 2013;

(5) Fourth Installment. $2,000,000 on the later of (i) IRS Forms 8609 for the Property, (ii) Historic Preservation Certificate Application Part 3, and (iii) October 1, 2013; and

(6) Fifth Installment. $1,560,720 on the later of (i) Final Closing, (ii) the funding of the Operating Deficit Reserve and Replacement Reserve, and (iii) the Stabilization Date.

(B) Tax Credit Adjustments. The Investor Capital set forth above will be reduced (or increased) by (i) 86% of the amount by which the total Low Income Tax Credits to be allocated by the Partnership are less (or more) than the Projected Low Income Tax Credits based on the certification of the accountants acceptable to Stratford Capital and/or the IRS Forms 8609 received from the State Agency, and (ii) 95% of the amount by which the total Federal Historic Tax Credits to be allocated by the Partnership are less (or more) than the Projected Federal Historic Tax Credits based on the certification of the accountants acceptable to Stratford Capital. Any such reduction in Investor Capital will be allocated to the Fifth Installment of Investor Capital or reimbursed by the General Partner. Any such increase in Investor Capital will be allocated to the Sixth Installment of Investor Capital and may not exceed $750,000.

(C) Payment Terms. The Investor Capital will be disbursed against invoices for work and materials in concert with disbursements under the Construction Loan and upon the satisfaction of requirements similar to those typically applied by a lender, including, without limitation, the receipt of architect certifications, lien waivers, title endorsements and legal opinions. The payment of each installment of Investor Capital will also be subject to general terms as set forth in the Partnership Agreement including, without limitation, (i) the lack of a material default under the Partnership Agreement, the Collateral Agreements or any significant agreement regarding the Partnership or the Property and (ii) compliance with the requirements applicable to the Tax Credits.

5. Guarantees. The General Partner and the Guarantor and will jointly and severally provide the following guarantees to the Partnership and the Investment Partnership:

(A) Construction Completion. They will guarantee to achieve the Completion Date and the Stabilization Date, including all construction necessary to qualify for the Projected Tax Credits, and will fund, at their sole cost, all costs, including all Property Reserves and will pay any unpaid Development Fees by December 31, 2025, necessary to satisfy this guarantee and to fund all operations of the Property through the later of (i) the Completion Date and (ii) the Stabilization Date. Any such payments (the "Construction Completion Payments") will be repaid, without interest, only from funds otherwise available from the proceeds of the Investor Capital, the Mortgage Loans and MA Historic Tax Credit Equity to pay the funded costs after all other Development Costs are paid and the Property Reserves are funded. Any balance of Construction Completion Payments will not be repaid or credited to capital accounts;

(B) Operating Deficit. They will guarantee to lend funds to the Partnership as required from time to time to fund any operating deficits of the Property or Partnership through the fifth anniversary of the Stabilization Date. Thereafter, they will guarantee to lend funds to the Partnership as required from time to time to fund any operating deficits of the Property or Partnership in an amount outstanding at any one time equal to $ 300,000 through December 31, 2020. Any such loans (the "Operating Deficit Loans") will be repaid, without interest, only from Net Cash Flow and Net Capital Proceeds (see Sections 2(D) and (E) above);

(C) Tax Credits. They will guarantee the Tax Credits. If the actual Tax Credits realized by the Investment Partnership are less than the Projected Tax Credits (or are recaptured) for any reason, they will be obligated to pay the Investment Partnership an adjustment payment (the "Tax Credit Payments") equal to the amount of such reduction (or recapture) to compensate for the lost Tax Credits to the extent that the adjustment in Investor Capital (see Section 4(B) above) does not compensate for the lost Tax Credits (the "Tax Credit Adjustment Amounts");

(D) Repurchase. They will repurchase the Interest of the Investment Partnership for an amount equal to the total capital contributions paid-to-date by Investors if certain

benchmarks set forth in the Partnership Agreement are not met, including, without limitation, (i) achieving the Completion Date by December 31, 2014, or (ii) placing the Property in service by December 31, 2014;

(E) Representations and Warranties. They will protect and indemnify the Investment Partnership against any loss due to any breach or default under any representation, warranty or covenant under the Partnership Agreement and the Collateral Agreements; and

(F) Net Worth. The General Partner and the Guarantor have (and will maintain during the term of the Partnership) an aggregate net worth of not less than $5,000,000 and liquidity of $1,000,000.

6. Other Requirements.

(A) Environmental Report. The Developer must provide, at its or the Partnership's cost, an environmental report for the Property from a qualified environmental engineer and to undertake the remediation of any environmental conditions referenced therein in a manner acceptable to Stratford Capital.

(B) Market Study. The Developer must provide, at its or the Partnership's cost, a market study for the Property from a qualified market analyst in form and substance acceptable to Stratford Capital.

(C) Appraisal Report. The Developer must provide, at its or the Partnership's cost, an appraisal for the Property from a qualified real estate appraiser in form and substance acceptable to Stratford Capital.

(D) Title Insurance. The Developer must provide, at its or the Partnership's cost, owner's title insurance for the Property in the amount of the sum of the Investor Capital, MA Historic Tax Credit Equity and the Mortgage Loans in form and substance (and with endorsements) acceptable to Stratford Capital.

(E) Other Insurance. The Developer must provide, at its or the Partnership's cost, hazard, liability and other similar insurance for the Property naming the Investment Partnership and Special Limited Partner as insured parties in form and substance acceptable to Stratford Capital.

(F) Legal Opinions. The Developer must provide, at its or the Partnership's cost, real estate, organizational and other related opinions from its counsel in form and substance acceptable to Stratford Capital.

(G) Signage. Any material construction period advertising signage at the Property will acknowledge Stratford Capital's role in arranging the Investor Capital.

7. Due Diligence. You will promptly deliver to Stratford Capital or its designees, upon request from time to time, such information and documents as Stratford Capital or its counsel may reasonably deem necessary for their review and approval in connection with the subject matter of this proposal, including, without limitation, all material information regarding the Partnership, the Property, the Developer, the General Partner, the Guarantor, the development plan and budget, operating projections, information regarding any financing, information regarding Tax Credits, evidence of title and other insurance, market studies, appraisals and local counsel opinions. Upon your acceptance of this proposal, we will promptly send you a Preliminary Due Diligence Checklist.

8. Term. This proposal will remain open for your acceptance until February 10, 2012. Upon acceptance, this proposal will remain effective until December 31,2012 assuming that the parties hereto act in good faith to achieve the Investor Closing.

This proposal may be accepted by signing and returning it to us. Please feel free to call me if you have any questions or comments. We look forward to closing this transaction promptly and working with you in this and future matters.

Sincerely,

STRATFORD CAPITAL GROUP

By: Kyle Wolff,
Executive Vice President

ACCEPTED:

By: SCG YARMOUTH, LLC

By: Stratford Capital Group LLC, sole member

By: SCG Capital Corp., Manager

By: Richard A. Hayden,
Executive Vice President

Commonwealth of Massachusetts
DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
Deval L. Patrick, Governor ◆ Timothy P. Murray, Lt. Governor ◆ Aaron Gornstein, Undersecretary

May 9, 2012

Mr. Richard Hayden
SCG Development Company, LLC
100 Corporate Place, Suite 404
Peabody, MA 01960-3809

RE: Simpkins School Residences, Yarmouth

Dear Mr. Hayden,

On behalf of Governor Deval L. Patrick and Lieutenant Governor Timothy P. Murray, I am pleased to inform you that funds in the amount of $1,000,000 from the Commonwealth's Affordable Housing Trust Fund (AHTF) have been awarded to the Simpkins School Residences project, subject to the conditions contained in this letter and subject to this project proceeding to loan closing in an expeditious manner. This award has been made based on the application for financing that was submitted to the AHTF and the representations that were made about this project in that application.

This conditional funding reservation is subject to the conditions listed on the attached sheet.

I congratulate you on receiving this award of Affordable Housing Trust Fund monies and on your commitment to creating housing opportunities for low-income individuals and families. I look forward to working with you to close this loan and to complete this project. If you have any questions regarding this commitment, please contact Lynn Shields at MassHousing. She can be reached at 617/854-1000.

Sincerely,

Aaron Gornstein
Undersecretary

cc: Please see the attached list for those receiving copies of this letter.

The following received a copy of the award letter.

Senator Dan Wolf
Representative Demetrius Atsalis
Mr. Thomas Gleason, MassHousing

PROJECT NAME: Simpkins School Residences
SPONSOR: SCG Development Company, LLC

CONDITIONS

A commitment of Affordable Housing Trust Funds in the amount of up to **$1,000,000** is made subject to satisfaction of the following conditions prior to closing of the AHTF Loan (unless noted otherwise):

1. **The sponsor must close on the AHTF financing within one year of the date of this award or apply to the AHTF for an extension to the award.** Inability to meet the one-year deadline may result in a reconsideration of this award.

2. The borrower will be responsible for payment of all costs of construction monitoring for the AHTF.

3. The AHTF financing to the project will be in the form of a deferred payment loan.

4. It is anticipated that the source of AHTF funds to be provided to the project will be **tax exempt** funds. **Taxable funds are subject to availability.**

5. The fiscal year of the AHTF financing will be **2014.**

6. The construction budget and contingency must be acceptable to MassHousing.

7. All sources and uses must be acceptable to MassHousing.

8. AHTF financing must be applied to eligible uses. Commercial costs, reserves, and infrastructure are not eligible uses.

9. The developer fee and overhead must be within DHCD limits and acceptable to MassHousing. A portion of the overhead may be released at construction closing. Developer fee may not be released prior to substantial completion.

10. A firm commitment for all sources adequate to cover uses and acceptable to MassHousing.

11. Identification of a general contractor acceptable to MassHousing if the general contractor is not identified at the time of application or if the general contractor is changed from that in the application.

12. The general contractor must be able to obtain a payment and performance bond or provide a letter of credit equal to at least 15% of the construction contract sum.

13. The borrower of the AHTF funds must be a single purpose, sole asset entity with the

exception of projects sponsored by public housing authorities in which case the public housing authority sponsor may be the borrower.

14. The sponsor is current on all existing mortgage obligations with the Commonwealth or any subdivision thereof.

15. Upon receipt by the borrower, disbursing agent or escrow agent, AHTF funds must be deposited into non-interest bearing accounts (IOLTA accounts may not be used).

16. The final plans and specifications must meet or exceed Energy Star/sustainable design to the extent pledged in the OneStop application on which the award is based.

17. Upon completion of the development, any cost savings from the original budget for the development, including 100 percent of the unused soft cost contingency line items, shall be paid pro rata to the MassDocs Participating Lenders as a prepayment of their respective loan and/or grant. At the option of MassHousing, in the case of developments that consist in whole or in part of rental housing, the savings may be held as a capital reserve for the development.

18. The execution of an Affordable Housing Restriction satisfactory to MassHousing that shall provide that units shall be leased, rented or otherwise made available exclusively to persons or families whose annual income, at the time of initial occupancy of the unit, is less than or equal to area median income based on family size pursuant to the so-called Section 8 Program under Section 8 of the U.S. Housing Act of 1937, or any successor program, and the regulations promulgated thereunder according to the schedule below.

# of Units	Bedrooms	Homeless Units (Y/N)	Targeted AMI	PBA Rental Assisted (Y/N)
1	0	N	30%	N
4	1	N	30%	N
2	2	N	30%	N
3	0	N	60%	N
30	1	N	60%	N
18	2	N	60%	N
3	1	N	market	N
4	2	N	market	N

19. The Affordable Housing Restriction shall be in effect in **perpetuity.**

20. Construction contingency acceptable to MassHousing.

21. The debt coverage ratio must be acceptable to MassHousing.

22. Project sponsors are strongly encouraged to seek additional non-MassDocs sources for the project. Please note that in the event the sponsor obtains additional funding for the project, the Affordable Housing Trust Fund award may be reduced, as necessary and appropriate to maintain consistency with Affordable Housing Trust Fund requirements.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: Simpkins School Residences Limited Partnership (and d/b/a):	**COMMONWEALTH DEPARTMENT NAME: Dept. of Housing and Community Development** **MMARS Department Code:**
Legal Address: (W-9, W-4,T&C): 100 Corporate Place, Suite 404, Peabody, MA 01960	**Business Mailing Address: 100 Cambridge Street, Suite 300, Boston, MA 02114**
Contract Manager: Richard Hayden	**Billing Address (if different):**
E-Mail: rah@stratfordcapitalgroup.org	**Contract Manager: Joanlin Hsu**
Phone: (978) 535-5600 ext. 114 / **Fax: (978) 535-1141**	**E-Mail: Joanlin.hsu@state.ma.us**
Contractor Vendor Code:	**Phone:617-573-1315** / **Fax: 617-573-1330**
Vendor Code Address ID (e.g. "AD001"): AD__. **(Note: The Address Id Must be set up for EFT payments.)**	**MMARS Doc ID(s):** **RFR/Procurement or Other ID Number:**

___ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Legislative/Legal or Other**: (Attach authorizing language/justification, scope and budget)

_X_ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: June 30, **2014**.

Enter **Amendment Amount**: $ no change. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

_X_ **Amendment to Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Legislative/Legal or Other:** (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

_X_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

_X_ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or ***new*** Total if Contract is being amended). $ 550,000.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The contract for the HOME project "Simpkins School" is being amended to extend the date to June 30, 2015. This amendment should cover the remainder of FY 2014 and FY 2015.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_X_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

__ 2. may be incurred as of _____, **20**___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

__3. were incurred as of _____, **20**___ , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2015,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: 6.5.14.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: RICHARD HAYDEN
Print Title: EXECUTIVE V.P.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: 6.4.14
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Catherine Racer
Print Title: Associate Director

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS **Vendor Code** assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable**. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Oppurtunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth **Information Technology Division's Security Policies.** Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

AMENDMENT OF CONTRACT
(Rental Project)

Whereas, the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, with an address of 100 Cambridge Street, Suite 300, Boston, MA 02114 ("DHCD"), and Simpkins School Residences Limited Partnership with an address of 100 Corporate Place, Suite 404, Peabody, MA 01960 (the "Contractor"), entered into a contract dated October 2, 2012 (the "Contract") for a HOME Program award in support of the adaptive reuse of an historic school building into sixty-five (65) units of affordable rental housing for persons age 55 and older, eleven (11) of which will be HOME-assisted (the "Project"), with a maximum contract obligation of $550,000.00 (the "Maximum Obligation");

Whereas, the developer has determined that the project may not be completed by June 30, 2014, and DHCD has determined that an extension of time to the Contract is warranted.

Now, therefore, the parties agree that the Contract is hereby amended as follows:

1. The contract end date is extended to June 30, 2015;
2. All other terms and conditions of the Contract shall remain in full force and effect.

The parties have caused this amendment to be executed by their duly authorized officers as follows:

Simpkins School Residences Limited Partnership

By: _____

Print Name: Richard Hayden

Title: EXECUTIVE V.P.

Date: 6.2.14

Department of Housing and Community Development

By: _____

Print Name: Catherine Racer

Title: Associate Director

Date: 6.9.14

Commonwealth of Massachusetts
DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
Deval L. Patrick, Governor ◆ Timothy P. Murray, Lt. Governor ◆ Aaron Gornstein, Undersecretary

May 9, 2012

Richard Hayden
SCG Development Co., LLC
100 Corporate Place, Suite 404
Peabody, MA 01960

RE: Simpkins School Residences/Yarmouth (the "Project")

Dear Mr. Hayden:

On behalf of Governor Deval Patrick, I am pleased to inform you that funds in the amount of $1,000,000 from the Housing Stabilization and Investment Trust Fund ("HSITF") have been conditionally reserved by the Department of Housing and Community Development ("DHCD") for a permanent mortgage loan for the Project, subject to the terms stated herein. If all the requirements of this Conditional Funding Reservation and a state comptroller's Standard Contract for HSITF projects are satisfied, the HSITF loan will be made to the Project's borrower/owner, Simpkins School Residences Limited Partnership (the "Developer").

This Conditional Funding Reservation is issued pursuant to and in reliance on your funding application submitted to DHCD on February 10, 2012. The project must proceed to a full financial closing by December 31, 2012 or this Conditional Funding Reservation will expire and may not be renewed by DHCD. The Conditional Funding Reservation is also based upon your agreement that the Project will consist of sixty-five (65) units of rental housing, fifty-eight (58) of which will be HSITF-assisted. Fifty-one (51) HSITF-assisted units will be reserved for 50 years for individuals and families whose incomes are no higher than 80% of area median and seven (7) HSITF-assisted units will be reserved for individuals and families whose incomes are no higher than 30% of area median (the "Eligible Use"). To accomplish this goal, the loan documents will contain appropriate restrictions on the use of the Project.

The loan term will be 50 years. The term may be extended for up to 10 years under certain conditions with the approval of DHCD. The loan will be without interest or, at the request of the developer, an interest rate of no higher than 2%. There will be no periodic payments due under the loan. Typically, there will be one payment due at maturity, in an amount (subject to adjustment for costs, penalties, and other charges under the terms of the loan documents) representing the entire balance of the loan.

As collateral for the loan, DHCD will take a mortgage and security agreement on the real property included in the Project. The priority position of the HSITF mortgage will be determined at the time of execution of a HSITF Standard Contract. A change in ownership of the Project or in the legal form of the

owner of the Project, the placing of additional encumbrances on the Project without the prior written consent of DHCD, failure to maintain the Eligible Use for the Project, or default under senior mortgage loans, shall be among the events of default under the HSITF loan.

This Conditional Funding Reservation will result in the execution of a HSITF Standard Contract for the Project, provided that the Developer meets the following general conditions to the satisfaction of DHCD by December 31, 2012:

1. submission to and approval by DHCD of the following:
    a. updated development and operating pro formas: With the issuance of this award, DHCD will not permit an increase in the total developer fee, overhead, and consulting costs (as calculated within HOME program guidelines), from the calculation submitted and approved in the One Stop Application, if additional project sources become available, DHCD may reduce its award;
    b. evidence of firm commitment for construction and/or permanent mortgage financing from those entities and in those amounts shown on the development pro forma, and on such terms as are acceptable to DHCD;
    c. detailed time lines for the rehabilitation of the Project, including construction completion date, funding schedule, and move-in date;
    d. documentation of the bid process, contractor selection process, and plan for monitoring of rehabilitation;
    e. documentation that the general contractor is bonded or, if the general contractor is unable to meet this requirement, at DHCD's discretion the general contractor will be required to obtain a Letter of Credit for a minimum of 15% of the construction contract;
    f. documentation of plans for meeting applicable state and federal requirements regarding Section 3, Minority and Women-Owned Business Enterprises, Davis-Bacon, Environmental Review, Uniform Relocation Act, and conflict of interest;
    g. Documentation that all contractors/subcontractors have been screened to confirm that they are not debarred or ineligible to work on a project.

2. submission of an instrument satisfactory to DHCD which indicates that by the date of the HSITF loan closing, the Developer will have clear title to the Project, quality of title to be satisfactory to DHCD's counsel;

3. submission to and approval by DHCD of a final construction budget with bid prices from the selected general contractor;

4. submission of final plans and specifications satisfactory to DHCD including evidence:

    a. that high speed internet access will be provided in all units; and
    b. that the final plans and specifications meet or exceed Energy Star standards and incorporate the sustainable design features pledged in the One Stop application dated February 10, 2012;

5. submission of documentation that the building will meet federal and state requirements for accessibility;

6. submission of a Fair Housing narrative describing how the marketing, tenant selection, and other applicable policies and procedures will incorporate the Department's Fair Housing principles;

7. submission of satisfactory evidence that all other legal, design, regulatory and environmental requirements for the Project are fulfilled and approvals obtained and all site surveys required for the Project are obtained; and

8. submission to and approval by DHCD of proposed signage and press release material for groundbreakings, ribbon cuttings, etc., clearly referencing DHCD's financial support of the project.

Again, the project must proceed to a full financial closing by December 31, 2012 or this Conditional Funding Reservation will expire. If you become aware that the Project will not be able to meet all requirements for closing by that date, you should immediately contact Rachel Carlson, HSITF Program Manager at 617.573.1303. Closing and funding of the HSITF loan will be conditional upon the fulfillment of this Conditional Funding Reservation and the HSITF Standard Contract and upon satisfactory submission of all documents required by a loan closing agenda to be prepared by DHCD's special counsel for this loan. Funding of the HSITF loan also is conditional upon the continued availability of state bond funds and release of funds by the Executive Office of Administration and Finance for the HSITF Program.

I congratulate you on receiving this Conditional Funding Reservation from the HSITF Program and on your commitment to creating housing opportunities for low-income individuals and families. I look forward to seeing the project move toward completion.

Sincerely,

Aaron Gornstein
Undersecretary

This award letter shall be deemed accepted when it has been signed and a copy returned to DHCD.

Borrower Signature

6.25.12
Date

cc: State Senator Daniel A. Wolf
Representative Cleon H. Turner
U.S. Senator John F. Kerry
U.S. Senator Scott P. Brown
Congressman William R. Keating

Additional Project Conditions
Simpkins School Residences/Yarmouth (the "Project")

Based on the DHCD funding sources awarded to the Project, Simpkins School Residences is subject to various federal and/or state requirements, including, but not limited to:

___ Uniform Relocation Assistance Act (49 CFR Part 24)

___ Massachusetts Relocation Act (M.G.L. c.79A and 760 CMR 27.00) (http://www.mass.gov/hed/community/planning/relocation-assistance-bor.html)

X HUD Environmental Review (24 CFR Part 58 and related laws)

X Massachusetts Historic Commission approval (950 CMR 71.00)

X Davis Bacon Wages (Davis-Bacon and Related Acts (40 USC 276(A)-7))

X Section 3 of the Housing & Urban Development Act of 1968

X MBE/WBE hiring goals

X Subsidy Layering Review

X Section 504 of the Rehabilitation Act of 1973

X Massachusetts Architectural Access Board Guidelines (M.G.L. c. 22 and 521 CMR)

X Americans with Disabilities Act (ADA) (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, 225)

X Affirmative Marketing (http://www.mass.gov/hed/docs/dhcd/hd/fair/afhmp.pdf)

X Equal Opportunity

X Federal Lead-Based paint laws (various; see 24 CFR Part 92.355)

X Massachusetts Lead-Based paint laws (various, including 105 CMR 460.000 and 454 CMR 22.00)

The Project may be subject to additional requirements not indicated above, based on non-DHCD funding sources. Please check with all your funders to determine applicability of federal and state requirements.

If you believe that your project is not subject to any of the requirements indicated above, or if you have questions about these requirements, please contact Rachel Carlson at 617.573.1303.

Bk 28581 Ps185 #58906
12-18-2014 @ 01:29p

After Recording Please Return To:
Kathryn Day, Esq.
Edwards Wildman Palmer LLP
111 Huntington Avenue
Boston, MA 02119

MORTGAGE
(State HTC Loan)
(Simpkins School Residences)

April 30, 2014

KNOW ALL MEN BY THESE PRESENTS that Simpkins School Residences Limited Partnership, a Massachusetts limited partnership, having an address of c/o SCG Development Co. LLC, 100 Corporate Place, Suite 404, Peabody, MA 01960 (the "Mortgagor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to PM 2006 Massachusetts Historic Tax Credit Fund, LLC, a Massachusetts limited liability company, having an address of c/o Architectural Conservation Trust (ACT) For Massachusetts, Inc., 45 School Street, Boston, MA 02108 (together with its successors and assigns the "Mortgagee") with MORTGAGE COVENANTS, to secure the payment to the Mortgagee of certain liabilities (the "Loan"), as provided in the Mortgagor's Promissory Note of even date in the original principal amount of up to ONE MILLION NINETY-EIGHT THOUSAND AND XX/100 DOLLARS ($1,098,000.00)(the "Note") with simple interest at 0.01% per annum, and all covenants and agreements herein and in the Note contained, the land, with the buildings and improvements thereon, which will consist of sixty-five (65) units of residential housing for seniors upon completion of the Mortgagor's proposed rehabilitation thereof, located at 134 Old Main Street, Yarmouth, Massachusetts (the "Property"), all as more particularly described in Exhibit "A" annexed hereto, together with: (i) all rights now or hereafter existing, belonging or pertaining thereto; (ii) all goods, furniture, machinery, equipment, fixtures, accounts, contract rights, documents, instruments, proceeds of insurance, general intangibles and other items of personal property of the Mortgagor or in which it has an interest, whether now owned or hereafter acquired, that are located on or used in connection with the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages, insurance proceeds and settlements hereafter made as a result or in lieu of any taking or casualty; and (iv) all contracts respecting the use, operation or maintenance of the Property. The Property and the aforementioned tangible and intangible property are hereinafter collectively referred to as the "Premises."

Capitalized terms used in this Mortgage without definition shall have the meanings ascribed to them in the Loan Agreement.

The Mortgagor hereby covenants and agrees to the following as conditions of this Mortgage:

1. No sale of the Premises hereby mortgaged and no forbearance on the part of the Mortgagee or extension of the time for the payment of the debt secured hereby or any other indulgence given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, nor the priority of this Mortgage either in whole or in part, notice of such forbearance, extension or other indulgence being hereby expressly waived;

2. The Mortgagor shall not:

a. Except as set forth in Section 7 below in this Mortgage, create or permit to be created any encumbrance to attach to the Premises without the consent of the Mortgagee (except for easements and the payment of real estate taxes and betterment assessments prior to the commencement of interest and penalties thereon), and if such encumbrance is attached upon the Premises without the consent of the Mortgagor, to discharge the same within sixty (60) days of the date of such attachment;

b. terminate or permit the termination of the Mortgagor (except to the extent the Mortgagor is continued notwithstanding a technical termination thereof); or

c. file a petition or application under any state or federal bankruptcy, insolvency or debtor's relief law, nor consent to an assignment or composition for the benefit of the Mortgagor's creditors, nor consent to appointment of a receiver for any of the Mortgagor's property; if such petition, application or receivership proceedings are instituted against the Mortgagor by any third party or parties, the Mortgagor shall not permit the same to remain undischarged for more than sixty (60) days after the commencement thereof.

3. Any notice, demand or other communication from the Mortgagee to the Mortgagor shall be in writing and shall be effective when mailed postage prepaid by registered or certified mail, or sent by a nationally recognized overnight mail service, addressed to the Mortgagor at the Mortgagor's address above, or at such other address as the Mortgagor may from time to time designate by like notice.

4. Any breach in the covenants, conditions or agreements contained in this Mortgage or in any instrument given in connection with the Note and debt secured hereby shall constitute a default hereunder, and if such default shall exist for more than thirty (30) days after Mortgagor has received written notice of such default from Mortgagee, the entire debt secured hereby shall become due and payable at the option of the Mortgagee, and the Mortgagee shall have the statutory Power of Sale as hereinafter provided.

5. In case any provision of the Note, this Mortgage, or any instrument executed by any person or organization in connection therewith shall be found unenforceable or invalid for any reason, the enforcement of any other provision hereof shall not be impaired thereby, and such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, shall be deleted from this Mortgage.

6. This Mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements of the Mortgagor in the Note, this Mortgage, all other instruments executed in connection therewith and in all other mortgages, debts and obligations of or from the Mortgagor to the Mortgagee shall be kept and fully performed, and upon any breach of the same Mortgagee shall have the STATUTORY POWER OF SALE and any other powers given by statute.

7. (a) Mortgagee acknowledges and consents to the following other mortgage indebtedness encumbering the Premises (collectively the "Senior Loans"): (a) a construction/permanent loan in the amount of $1,916,000 made by TD Bank, N.A. ("**TD Bank**") and secured by a first priority mortgage encumbering the Property; (b) public sector loans in the aggregate amount of $2,550,000 by DHCD for itself and as Agent for the following public sector loans and secured by a mortgage encumbering the Property: (i) a permanent mortgage loan in the amount of $1,000,000 made by DHCD for itself or as agent for AHT; (ii) a permanent mortgage loan in the amount of $1,000,000 made by DHCD with funds provided from the Housing Stabilization Fund; (iii) a permanent mortgage loan in the amount of $550,000 made by DHCD with funds provided under the HOME Loan Program, and (c) a permanent mortgage loan in the amount of $150,000 made by the Town of Barnstable with funds provided under the HOME Loan Program.

The Mortgagor may increase the amount of the Senior Loan, or incur a mortgage loan that is in addition to the Senior Loan or which refinances the Senior Loan, which loan or loans are to be secured by a new mortgage that is senior to the Mortgage, only if, at the time of any such increase, additional loan, or refinancing (collectively, such loans secured by a mortgage or mortgages on the Property that are senior to the Loan are referred to herein as the "New Loan"), Mortgagor provides (i) financial projections demonstrating that incurring the New Loan will not impair the Mortgagor's ability to repay the New Loan, the other Senior Loans and the Loan in full in accordance with their terms with such financial projections accompanied by a certificate from the Mortgagor that such projections are based on reasonable assumptions, and consistent with his reasonable expectations; and (ii) if requested by the Mortgagee, a valuation from a commercially recognized appraiser demonstrating that, as of the Maturity Date, the projected combined outstanding amount of the New Loan, the other Senior Loans and the Loan (assuming such loans are paid in accordance with the terms thereof), will be not more than ninety-nine percent (99%) of the projected value of the Property on the Maturity Date. Mortgagee will be deemed to have consented to such increase or such New Loan if Lender fails to object thereto in writing within ten (10) business days after written receipt of the projections and certificate required under clause (i) above.

(b) Additionally, in connection with the Senior Loan, the Mortgagor and Mortgagee have entered into a certain master subordination agreement with the Senior Lenders (the "Master Subordination Agreement") dated as of the date hereof and recorded contemporaneously with the Mortgage. If any inconsistency exists or arises between the terms and provisions of this Mortgage and the terms and provisions of the Master Subordination Agreement, the terms and provisions of the Master Subordination Agreement shall prevail.

8. The word "Mortgagor" as used herein means the Mortgagor named herein, whether one or several, and also means any subsequent owner or owners of the equity of redemption of the Premises, and all of the covenants and agreements of the Mortgagor herein contained shall be binding upon the Mortgagor, its heirs, executors, administrators, successors and assigns and shall be joint and several if more than one person constitute the Mortgagor. The word "Mortgagee" as used herein means the Mortgagee named herein and any subsequent holder or holders of this Mortgage.

9. Mortgagor shall have the right to assign or otherwise transfer all of its right, title and interest in and to the Property, provided that at the time of such assignment or transfer:

(i) the proposed assignee or transferee assumes all of the obligations of Mortgagor under the Note arising from and after the date of such assignment or transfer; and

(ii) Mortgagor and the proposed assignee or transferee execute, acknowledge and deliver to Mortgagee such agreements, statements and other documents requested or required by Mortgagee.

In connection with such assignment or transfer, the original Mortgagor shall be released from any and all obligations under this Mortgage and Note first arising from and after the date of such assignment or transfer except for such obligations that the proposed assignee or transferee will not agree to assume, and the original Mortgagor shall remain liable with respect for any obligations of Mortgagor under this Mortgage or the Note that arose or accrued prior to the date of such assignment or transfer.

[no further text on this page]

WITNESS the execution hereof under seal as of the date first above written.

SIMPKINS SCHOOL RESIDENCES LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: SCG Yarmouth, LLC, a Massachusetts limited liability company, its general partner

By: Stratford Capital Group LLC, its sole member

By: SCG Capital Corp., its manager

By: _____
Name: Richard A. Hayden
Title: Executive Vice President

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF Essex)

On this 30 day of April, 2014, before me, the undersigned notary public, personally appeared Richard A. Hayen, as the Executive Vice President of SCG Capital Corp., the manager of the sole member of the general partner of Simpkins School Residences Limited Partnership, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the the Executive Vice President of SCG Capital Corp., the manager of the sole member of the general partner of Simpkins School Residences Limited Partnership.

_____
(official signature and seal of notary)
My commission expires: 5/30/2014

EXHIBIT A

Description of the Property

134 OLD MAIN STREET
SOUTH YARMOUTH, MASSACHUSETTS

That certain parcel of land, with the buildings and improvements thereon, situated in Yarmouth, Barnstable County, Commonwealth of Massachusetts, bounded and described as follows:

SOUTHERLY	by Old Main Street, four hundred three and 67/100 (403.67) feet;
WESTERLY	two hundred fifty-two and 23/100 (252.23) feet;
SOUTHERLY	ninety-five and 02/100 (95.02) feet; and
WESTERLY	two hundred thirty-nine and 52/100 (239.52) feet by land now or formerly of Caroline E. Baker
NORTHERLY	by land now or formerly of Frank G. Houghton, four hundred ninety and 58/100 (490.58) feet; and
EASTERLY	land now or formerly of Grace Gill, three hundred thirty-eight and 32/100 (338.32) feet.

All of said boundaries are determined by the Court to be located as shown on Plan 14244A, drawn by Nelson Bearse, Surveyor, dated June 2, 1930, as modified and approved by the Court, filed in the Land Registration Office at Boston, a copy of which is filed in Barnstable County Registry of Deeds in Land Registration Book 10, Page 180 with Certificate of Title No. 2390.

Together with the benefit of those easements and rights as set forth in a Cross-Access, and Parking Easement Agreement by and between Simpkins School Residences Limited Partnership and the Town of Yarmouth dated October 15, 2012 and recorded with Barnstable County Registry of Deeds in Book 26773, Page 96. ? see dd.

Square footage not insured.

BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register

Attachment B

Real Property Dispositions

For any disposition of real property, regardless of value, you are required to declare the property available for disposition and determine the value of the property. Also, if you dispose of the property for less than the value determined, you must post a notice in the *Central Register* explaining the reasons for your decision and disclosing the difference between the value and the price to be received.[118] If the value of the property exceeds $35,000, you must solicit proposals to dispose of the property. The requirement for competition is triggered by the *value* of the property, not the price your local jurisdiction expects to receive for the property.

If you are leasing space, you determine the value of the disposition by calculating the fair market value of the lease over the entire contract term. For example, if you are leasing out a portion of a municipal building for five years with a market value of $1,000 per month, the entire contract is valued at $60,000. Therefore, it must be awarded using an advertised solicitation process.

In assessing whether and how to dispose of surplus property, consider both current and possible future needs. It is best to be systematic. Develop an inventory of your local jurisdiction's property, survey department heads and invite public comment. If you find that your local jurisdiction might need the property in the future, be sure to structure a lease term so that the property is available for use when needed.

Step 1: Declare property available for disposition and identify reuse restrictions

Before you can sell or lease property, regardless of its value, it must be declared available for disposition by the individual or body with the authority to make such a determination for your local jurisdiction. If your local jurisdiction wishes to impose any restrictions on the use of the property, these restrictions must be specified as part of the declaration that the property is available for disposition. For example, if you are selling or leasing a surplus school building, you may not care how the new owner or lessee will use the building, as long as the building use is legal and conforms to local zoning

[118] Appendix B provides the website address for the online submission form for this notice, and Appendix D provides contact information for the *Central Register*.

requirements. In that case, you would not specify a use restriction. However, if you were leasing only part of a school building, M.G.L. c. 40, § 3, would require you to specify that the use be compatible with the functioning of the school.

Step 2: Determine the value of the property

You must determine the value of the property before you can dispose of it. Chapter 30B requires that you determine the property's value by using procedures customarily accepted as valid by the appraising profession. You may hire an appraiser, although you are not required to do so. You may also rely on the municipal assessment of a property's value if it is current, if the municipality is assessed at 100 percent, and if the assessment is determined through valid procedures. The value of most parcels of property will likely exceed the $35,000 threshold for advertised competition. For a lease, you may use market rent data, or even advertised rental rates, if the number of similar properties on the market is sufficient to determine the lease value.

Step 3: Develop the solicitation

If the value of the property exceeds $35,000, you must solicit proposals. Your solicitation provides interested parties with the information they need to decide whether they want the property and to submit a responsive proposal. The major components of a real property disposition solicitation are as follows:

- a description of the property and interest in the property you plan to sell or lease (the "property description") and any use restrictions;
- evaluation criteria;
- rule for award;
- proposal submission requirements; and
- the contract terms and conditions.

Property description. The property description must be detailed enough for interested parties to understand what you are offering. Be sure to identify use restrictions established by your local jurisdiction. If the property is being offered for sale, include a reference to a deed or survey. Also identify in the property description the buildings and structures included in the disposition and any restrictions on their use, such as deed restrictions. Drawings, plot plans and other relevant documents should either be

appended to the specifications or be incorporated by reference.[119] The notice must state the terms of the disposition, including whether it is a sale or lease. If it is a lease, state its duration and whether utilities will be included in the lease price or whether they must be paid separately by the lessee.

Evaluation criteria. Indicate how you will select a proposal from among the competing proposals. The process is similar to developing evaluation criteria for supplies or services (described in Chapters 4 and 5). You should establish:

- criteria to evaluate *responsiveness* (whether the proposer agrees to meet your terms and the proposal contains all the required documents and forms, properly completed) and *responsibility* (whether the proposer has the capability, integrity and reliability to perform under the contract);
- *comparative criteria* if you decide that you want to weigh the relative merits of proposals rather than selecting the responsive and responsible proposal that offers the best price; and
- a method to evaluate *prices*.

You may establish any rating scheme that preserves open and fair competition, keeps proposers on a common footing, and allows manageable and meaningful comparisons. You have the option to use the same rating categories that are used in Chapter 30B RFPs for supplies and services: highly advantageous, advantageous, not advantageous and unacceptable. However, you are not required to do so.

Note that although Chapter 30B requires proposals, you have the discretion to structure your solicitation so that it is, in effect, an IFB. If your objective is simply to dispose of property that you do not need, you should sell the property to the proposer offering the highest price. In this instance, your solicitation should set out simple criteria and award the contract to the qualified proposer offering the highest price for the property. Your criteria might include:

- a proposal deposit requirement to ensure that only serious proposers participate (a successful proposer that fails to close on the deal would forfeit the deposit);
- evidence of the proposer's ability to obtain financing; and
- best price.

[119] You can incorporate a document by reference in your specifications. Describe the document, and indicate where the document is located and how it can be obtained.

You should inform proposers how you will determine the best price. For example, in a multi-year lease, specify whether proposers may propose level monthly payments over the term, or if they may propose escalating rents for each year of the lease. If rent escalators may be proposed, you should state how you will calculate the present value of the rental payments and include the formula in the solicitation. To simplify lease price comparisons, it is helpful to provide a standard price form for all proposers to complete.

If you are interested in promoting a public purpose and price is less important, you will have to carefully think through what you want and how you will evaluate it. The box on the next page presents information on dispositions to promote public purposes.

Rule for award. Your solicitation should contain a clear rule for award stating how the winning offer will be selected. For example, if you plan to select the highest-priced offer meeting your evaluation criteria, your rule for award might be stated as follows:

> *The highest-priced proposal from a responsive and responsible proposer will be selected.*

If you plan to weigh offers from responsive and responsible proposers, your rule for award might be stated as follows:

> *The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the solicitation, will be selected.*

If, when leasing surplus real property, your objective is to promote a public purpose, such as an affordable day care center, you may award a fixed-rent contract to the responsive and responsible proposer that meets your evaluation criteria. Thus, your rule for award would not include price as a selection factor; for example:

> *The most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in the solicitation, will be selected.*

The box below contains additional information about real property dispositions to promote public purposes.

Real Property Dispositions to Promote Public Purposes

Your local jurisdiction may want to offer property for lease or sale in order to promote a public purpose rather than to raise revenue. Based on long-standing interpretations of Massachusetts's constitution, if you intend to dispose of real property for less than its fair market value, you must define a valid public purpose to be achieved. Individuals or private organizations may realize incidental benefits from a disposition of public property, but the primary purpose must be to promote the public welfare. You must structure an open, fair and competitive disposition process to accomplish your public purpose.

If you dispose of the property for less than the fair market value, you must post a notice in the *Central Register* explaining the reasons for your decision and disclosing the difference between the property value and the price to be received. To be consistent with its purpose, this notice should be published prior to entering into a binding agreement to dispose of the property.

Example 1: Affordable day care. Your local jurisdiction has a shortage of affordable day care and you decide to lease available space to a day care provider. Since the primary objective of this disposition is not to obtain the maximum amount of rent, you set a fixed rent and specify the lease terms, such as those for insurance, utilities and maintenance. You require all proposers to meet requirements such as staff training and experience, staff-to-child ratio, number of children from low-income families to be served, parent participation on governing board, nutrition programs and hours of operation. You then develop evaluation criteria to choose the proposal that best meets your objective of providing high-quality, affordable day care. For example, you might require proposers to submit a sliding-fee scale based on family income, and select the responsive and responsible proposal offering the lowest fees to the maximum number of families in need of affordable day care.

Example 2: Affordable housing. You decide to create affordable housing by dividing surplus land into lots for sale to low-income or moderate-income purchasers. You specify qualifications for purchasers, including maximum income and asset limitations, and determine the methods you will use to verify these qualifications. You restrict the use of the property and the profit that can be realized by the resale of the property to ensure that the plan meets its objective of creating and preserving affordable housing and does not result in a windfall profit to any individual. You create a fair and accountable method for proposal selection. You could, for example, establish a set price for each lot, advertise for proposals from eligible families and individuals, and use a public lottery to select winners from among the responsive and responsible proposals.

Proposal submission requirements. Your solicitation should state the rules for proposal submission. Specify when (date and time) and where sealed proposals must be delivered, how proposal packages should be marked, and how proposers may correct, modify, or withdraw proposals. If the disposition is a lease, include any options to renew or extend the lease. State that the selected proposer will be required to submit a disclosure of beneficial interests to DCAMM, as required by M.G.L. c. 7C, § 38, and include any standard forms proposers must submit.

Price and non-price proposals need not be submitted separately. Unlike Chapter 30B's RFP requirements for supplies and services, Chapter 30B does not require separate submissions of price and non-price proposals for real property transactions. Moreover, real property proposals, including price proposals, are not confidential after they are opened.

Contract terms and conditions. Any terms and conditions you will require in the agreement must be specified in the solicitation and in the contract, including use restrictions and the terms of any renewal, extension or purchase options. It is important to note that Chapter 30B does not limit the length of real property contracts. That is, the Chapter 30B majority vote requirement for supply and service contracts exceeding three years[120] does not apply to Chapter 30B real property contracts. However, there may be other statutory or local restrictions that apply to your real property contracts. For example, M.G.L. c. 40, § 3, limits towns to public building leases of 30 years and leases of school houses in use as schools to 25 years. A Massachusetts appellate court decision affirmed a Superior Court ruling that held that an automatic renewal clause on the same terms that exceeded the limit violated M.G.L. c. 40, § 3.[121] Your legal counsel can advise you regarding restrictions that may apply to your local jurisdiction's real property transactions.

---

[120] M.G.L. c. 30B, § 12(b).

[121] *Comets Community Youth Center, Inc. v. Town of Natick*, Nos. 01-P-113, 02-P-644, 2002 WL 31562084 (Mass. App. Ct. Nov. 19, 2002).

The box on the next page contains information about contract terms and conditions for real property dispositions.

Real Property Dispositions: Contract Terms and Conditions

Sales. If you are selling real property, have your attorney draft any terms that you will require to be incorporated into the purchase and sale agreement. Include any use restrictions and any mandatory purchase terms in the solicitation. Require a certification of tax compliance from the purchaser (M.G.L. c. 62C, § 49A) and a disclosure of beneficial interests (M.G.L. c. 7C, § 38).

Leases. If you are disposing of property by lease, mandatory lease terms must be spelled out in the solicitation. A typical lease should:

- Name the parties to the lease and the responsible parties to receive any notices under the lease and any use restrictions.
- Incorporate by reference the proposal chosen, including a detailed description of the leased property.
- Specify the duration of the lease, including any renewal, extension, or other options. If the lease will include a renewal option, you must specify how the rent will be determined for the renewal period. (You are not required to retain sole discretion to exercise options in real property agreements as you are for supply and service contracts.)
- Identify the payment terms, including when payments are due.
- Spell out all of the responsibilities and obligations of the parties for maintenance, cleaning, utilities, rubbish disposal, snow removal, liability and casualty insurance, and other requirements.
- Specify that lease amendments must be in writing and signed by individuals authorized to contract on behalf of your local government.
- Prohibit assignment or subletting without written approval.
- Specify what constitutes cause to terminate the lease, what notice must be provided prior to termination, and what opportunity must be granted to correct any problem.
- Prohibit any activity that would constitute a violation of the conflict of interest law (M.G.L. c. 268A).
- Specify that the lease constitutes the entire agreement and that there are no agreements other than those incorporated therein.
- Require a certification of tax compliance by the lessee (M.G.L. c. 62C, § 49A) and a disclosure of beneficial interests (M.G.L. c. 7C, § 38).

Step 4: Advertise for proposals

You must advertise for proposals in a newspaper with a circulation sufficient to inform the people of the affected locality.[122] The advertisement must be published at least once a week for two consecutive weeks before the day you selected for opening the proposals. The last publication must occur at least eight days before the proposal opening. You may, of course, advertise in more newspapers, in newspapers outside your area, and more frequently.

> **You can contract with a broker to help dispose of property.** The broker's job will be to show the property and encourage the submission of sealed proposals on the due date. Your contract with the broker is subject to Chapter 30B.

The advertisement must specify the geographical area, the terms and conditions of the proposed transaction, and the time and place for the submission of proposals and awarding of the contract. It must also state where and when prospective proposers may obtain a copy of the solicitation.

> **Advertise where you will maximize exposure to potentially interested parties.** For example, if you are offering to lease office space, you will probably reach more potential lessees by advertising in the classified section under "office space" rather than advertising in the legal notices section.

If the proposed disposition involves more than 2,500 square feet, you must also publish an advertisement, at least 30 days before the opening of proposals, in the *Central Register*, which is published by the Secretary of the Commonwealth.[123]

You may inform potential proposers, including brokers and developers, of the availability of the solicitation. Be careful to avoid favoritism or the appearance of favoritism.

Step 5: Distribute the solicitation

The solicitation documents must be made available on an equal basis to all who request a copy. You may inform potential proposers, including brokers and developers, of the

[122] M.G.L. c. 30B, § 16(d).

[123] Appendix B provides the website address for the online submission form for this advertisement, and Appendix D contains contact information for the *Central Register*.

availability of the solicitation. Keep a record of the names, email addresses, telephone numbers and fax numbers of everyone who has received the documents. If you later issue an addendum to the solicitation, send the addendum to everyone who has received the solicitation. To avoid misunderstandings or protests, you may want to require proposers to acknowledge in writing their receipt of each addendum. Also, if proposers are likely to require additional time to respond to the addendum, extend the proposal due date and opening.

Step 6: Open and evaluate proposals

Proposals must be opened in public at the time and place specified in the solicitation. Chapter 30B affords no confidentiality to real property proposals. You should record the name of each proposer and the proposal price. The proposals become public information when they are opened.

You must evaluate the proposals using only the criteria you identified in the solicitation. If your solicitation states that you will make an award to the responsive and responsible proposer who offers the best price (in essence, a bid process), you may simply identify the highest-priced proposal, and then evaluate that proposal's responsiveness and responsibility against the quality requirements specified in the solicitation. If you determine that a proposal is not responsive or responsible, reject it and proceed to evaluate the next highest proposal.

If your solicitation states that you will evaluate proposals using comparative evaluation criteria, it will usually be most efficient to look first at the responsiveness and responsibility of the proposals and reject any you find to be not responsive or not responsible. Then evaluate all the remaining proposals on both your comparative criteria and price. Prepare written evaluations and then decide which proposal best meets the needs of your local jurisdiction, considering the comparative criteria and price.

If you determine that it is not in the best interest of your local jurisdiction to award the contract you may choose to cancel the proposal process.[124] You may do so before or

[124] See *Mangano v. Town of Wilmington*, 51 Mass. App. Ct. 857 (2001).

after you open and evaluate proposals. However, once you have executed a contract, you will not be able to cancel the transaction.

Step 7: Submit disclosures

You must submit the name of the selected proposer and the amount of the transaction to the *Central Register*, which is published by the Secretary of the Commonwealth.[125] If you intend to dispose of the property for less than the value determined in Step 2, your *Central Register* notice must explain the reasons for your decision and disclose the difference between the value and the price to be received.[126] To be consistent with its purpose, this notice should be published prior to entering into a binding agreement to dispose of the property.

Also, M.G.L. c. 7C, § 38, requires disclosure of all beneficial interests in real property acquired or disposed of by a public agency. The selected proposer's disclosure of beneficial interests must be filed with DCAMM. No contract to lease or sell property, and no renewal or extension of such an agreement, is valid until the seller or lessor files this form with DCAMM.[127] An updated disclosure form must be filed within 30 days of any change in beneficial interests during a lease term.

Step 8: Execute the contract

If you are selling real property, have your legal counsel draft a purchase and sale agreement that incorporates all of the mandatory terms and conditions required by the solicitation. If you are disposing of the property by lease, execute a lease that incorporates all the terms and conditions stated in the solicitation.

---

[125] M.G.L. c. 30B, § 16(f). Appendix B provides the website address for the online submission form for this disclosure, and Appendix D contains contact information for the *Central Register.*

[126] M.G.L. c. 30C, § 16(g).

[127] Appendix B contains the website address for DCAMM's real estate transaction disclosure form for this purpose, and Appendix D provides contact information for DCAMM.

Step 9: Retain records

You must maintain a file of all written documents required by Chapter 30B for six years from the date of the final payment under the contract. These documents include the following:

- the declaration that property is available for disposition;
- the solicitation documents and any amendments;
- the public advertisement;
- all *Central Register* notices;
- all proposals received;
- all evaluation materials;
- a copy of the disclosure of beneficial interests; and
- the signed purchase and sale agreement or lease.

Emergencies

If an emergency arises and the time required to advertise for the disposition of real property would endanger the health or safety of people or their property, you may shorten the advertising period or waive it completely. Simple administrative inconvenience will not suffice as a justification for invoking the emergency provisions of Chapter 30B; a genuine emergency must exist. If you have reason to know in advance that a tenant will be vacating a facility, and you fail to advertise in advance, you will not be able to justify using the emergency provisions. Note that the right to waive or shorten the required procedures in an emergency applies only to the advertising requirement; even in an emergency, all other requirements continue to apply.

If you invoke this provision, you must publish a notice in the *Central Register* at the earliest opportunity stating the reason for declaring the emergency.[128]

M.G.L. c. 7C, § 38, requires disclosure of all beneficial interests in real property acquired or disposed of by a public agency. The selected proposer must file the disclosure of beneficial interests with DCAMM. No contract to lease or sell property,

[128] Appendix B provides the website address for the online submission form for this notice, and Appendix D provides contact information for the *Central Register*.

and no renewal or extension of such an agreement, is valid until the seller or lessor files this form with DCAMM.[129] An updated disclosure form must be filed within 30 days of any change in beneficial interests during a lease term.

Intragovernmental and Intergovernmental Dispositions

Intragovernmental real property transactions, such as the transfer of use of a property from one department to another department within a single city or town, are not subject to Chapter 30B. However, intergovernmental real property transactions, such as the sale of land by one local government to another local government, are subject to some Chapter 30B requirements.[130] If you intend to dispose of real property to the federal government, the Commonwealth, another state, a county or another local jurisdiction, you must first declare the property available for disposition, identify use restrictions and determine the property's value. If you are going to dispose of the property for less than the determined value, you must publish a notice in the *Central Register* explaining the reasons for your decision and disclosing the difference between the value and the price to be received.[131]

---

[129] Appendix B contains the website address for DCAMM's real estate transaction disclosure form for this purpose and Appendix D provides contact information for DCAMM.

[130] M.G.L. c. 30B, § 16(i).

[131] Appendix B provides the website address for the online submission form for this notice and Appendix D provides contact information for the *Central Register.*