

Contract Required by Section 6A  
Of Chapter 121A of the General Laws

AGREEMENT made this *4th* day of *November*, 1980, by and between Wait Street Associates (the "Owner"), and the CITY OF BOSTON, a municipal corporation of the Commonwealth of Massachusetts (the "City"); acting under Massachusetts General Laws Chapter 121A, Section 6A and every other power and authority hereto enabling.

WITNESSETH THAT:

WHEREAS, there has been filed on behalf of the Owner with the Boston Redevelopment Authority of the Commonwealth of Massachusetts (the "Authority") an application dated March 26, 1980 (the "Application") under the provisions of Massachusetts General Laws, Chapter 121A, as amended, and Chapter 652 of the Acts of 1960, as amended, for approval of a project situated in the City of Boston, said project being more particularly described in paragraph 4 of said Application and in the metes and bounds description of said Application (the "Project");

WHEREAS, the Application sought the approval of the Authority of a project involving the rehabilitation of 100 units of housing for low-income persons and families (the "Project"); and

WHEREAS, the Authority approved the Project by a vote on July 31, 1980; and

WHEREAS, the Mayor of the City of Boston approved the aforementioned vote of the Authority on August 11, 1980; and

WHEREAS, the Certificate of Vote of the Authority and the approval of the Mayor of the City of Boston were filed with the office of the City Clerk on August 11, 1980;

NOW, THEREFORE:

1. The Owner hereby agrees with the City as follows:
  - (a) To carry out the Project by rehabilitating, maintaining, and managing the same in accordance with the Application, the provisions of Massachusetts General Laws, Chapter 121A, as now in effect, the Rules and Regulations of the Authority, as now in effect, and the Minimum Standards for Financing, Construction, Maintenance and Management of the Project, all as set forth in the Report and Decision of the Authority approving said Project.

- (b) To perform all of the obligations as Owner under the Regulatory Agreement required pursuant to the provisions of Massachusetts General Laws, Chapter 121A, Section 18C.
- (c) To pay to the Commonwealth of Massachusetts with respect to each year that this contract is in full force and effect, the urban redevelopment excise tax required under Section 10 of said Chapter 121A.
- (d) To pay to the City of Boston with respect to each of the calendar years this contract is in effect as hereinafter defined in Item 8, next following the year the Project is subject to said Chapter 121A, the respective amount, if any, by which the amounts hereinafter set forth exceed the excise payable for such calendar year pursuant to Section 10 of said Chapter 121A as now existing:
  - (i) With respect to the period from initial loan closing on the Project until completion of the Project, as hereinafter defined, payments in-lieu-of taxes will be the amount by which \$21,429 per year exceeds the minimum excise tax formula as specified in the 121A statute.

For purposes of this Agreement, the phrase, "Completion of the Project" means certification of 100% completion from the appropriate funding source, i.e., HUD or FHA and/or occupancy of 90% of the dwelling units.

- (ii) In the first two (2) calendar years following the completion of the Project, the Project will pay twelve (12%) percent of the gross residential income from the Project, as hereinafter defined.
- (iii) Commencing in the third calendar year following completion of the Project, the percentage of gross residential income payable to the City shall be increased to thirteen (13%) percent and in every third year thereafter, the percentage of gross residential income by the Owner shall be increased, based on a substantial general increase in the Real Estate taxes in the City of Boston as determined by the Commissioner of Assessing, by one (1%) percent until the Project is paying a maximum of fifteen (15%) percent of gross residential income.
- (iv) The Owner's obligation to make payment of any increased percentage above twelve (12%) per cent shall be conditional upon approval and funding of a special rent adjustment by the United States Department of Housing and Urban Development ("HUD") governing the Section 8 rental assistance program, or any successor subsidy program thereto, which approval Owner hereby undertakes to secure.

- (v) Notwithstanding the above, subsequent to the calendar year in which the Owner shall have paid to the City twelve (12%) percent of residential income from the Project if HUD shall not have approved and funded any percentage increase of residential income payable by the Owner in excess of twelve (12%) percent, Owner shall nevertheless pay to the City so much of such increased percentage of residential income as set forth above as the Project can sustain without suffering an operating loss.

For purposes of this paragraph, whether the Project would suffer an operating loss, and the amount thereof, shall be determined by the certified operating statement submitted by the Owner to HUD for the fiscal year to which such increased percentage would be applicable, adjusted for all non-cash items and for payments of mortgage amortization, capital acquisitions and the establishment of reserves accepted by HUD.

The phrase "residential income from the Project" shall be deemed to mean the aggregate of the gross rentals received by the Owner from whatever source derived, including the occupants of the Project and all income received by the Owner pursuant to a Housing Assistance Payments Contract with the United States Department of Housing and Urban Development, pursuant to Section 8 of the Housing Act of 1937, as amended, or any similar successor subsidy program (subsidy income).

- (vi) In addition, the project will make payments to the City, for each of the calendar years this Agreement is in effect, in the amount of thirty (30%) percent of the gross commercial income from the project, as hereinafter defined.

The phrase "gross commercial income" shall be deemed to mean all income received by the Owner from occupants of the commercial space, from whatever source derived. If the commercial space is occupied by the Owner, or a subsidiary, an imputed "fair market rental value" will be attributed to the space occupied by the Owner, or subsidiary, and will be calculated as gross commercial income for purposes of payment under this Agreement.

Without limiting the foregoing, it is the intent of the parties hereto that the Owner shall for any calendar year discharge their contractual obligation pursuant to this contract prior to the distribution to the Owner of any return on its investment in the Project.

Any payments which may become due to the City of Boston on account of the provisions of this Section 1(d) shall be paid to the City of Boston on or before the first day of April of the year next following the year with respect to which such payment is made. Any overpayment applicable to one calendar year shall, at the election of the City be either refunded or applied to reduce the payments due in the succeeding calendar years except that with respect to the last calendar year in which the Project shall qualify for 121A, any overpayment by the Owner shall be refunded by the City. For purposes of this contract, an overpayment by Owner hereunder shall include any amounts paid by the Owner to the City of Boston as real estate taxes pursuant to Massachusetts General Laws, Chapter 59, with respect to the Project Area for any period during which this contract is in effect, whether assessed to Owner or to any predecessor in title of the Project Area.

Notwithstanding the foregoing provisions: if the Owner shall in any year pay to the Commonwealth of Massachusetts or any political subdivisions thereof, any excise or tax measured by the Owner's income from or investment in the Project additional to the excise provided for by Section 10 of Said Chapter 121A as now in effect, with applicable amount stated in or computed in accordance with the preceding paragraphs of this contract shall be reduced by the amount of such additional excise tax.

- (e) To file with the Commissioner of Assessing, Collector-Treasurer's Office and the Authority within ninety (90) days of the end of each calendar year during which this contract is in effect a statement of the income and expenses of the Project and the amounts invested in the rehabilitation of the Project.
- (f) To file with the Authority, the Collector-Treasurer's Office and the Commissioner of Assessing within ninety (90) days of the end of each calendar year during which this contract is in effect an audited report, prepared by a Certified Public Accountant, consisting of a statement of all rental and other income, operating cost, construction and replacement cost, a statement of profit and loss for the 121A Corporation, a balance sheet, and a statement of disposition of funds for the preceding calendar year, and a certified copy of the Owner's urban redevelopment excise tax return as submitted to the Department of Corporations and Taxation.

2. Furthermore, the City and/or the Authority can make an annual audit of all financial records pertaining to the operations of the Project under its 121A status and can engage the services of a private accounting firm to undertake such an audit at the reasonable expense of the Owner.

If the Owner is found to have deliberately withheld information on or misrepresented collection from the Project, relative to its payments in-lieu-of taxes, the Owner will be required to pay all arrearages plus interest on that amount owed the City (with interest rate equal to the rate charged in delinquent

property tax accounts by the City's Assessing Department), and in addition will be required to pay and/or reimburse the City for all expenses incurred as a result of the situation.

3. The Assessors agree at all times to cause information required to be submitted to the State Tax Commission under said Chapter 121A to conform to the provisions of this Agreement.

4. The obligations of the Owner under this contract are conditioned in all respects upon the issuance to them of all permissions, including without limiting the generality of the foregoing, all variances, permits and licenses which may be required with respect to the construction, maintenance and management of the Project, as specified in the application or reserved therein, and the closing of the mortgage loan for the Project. The Owner shall not be held in any way liable for delays which may occur in the construction, repair, maintenance or management of the Project, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the Owner's reasonable control.

5. The Owner and the City further agree that without written approval of both parties any amendment, subsequent to the execution of this contract, of the provisions of Massachusetts General Laws, Chapter 121A, as now amended or the rules and regulations and standards prescribed by the Authority now applicable to the Project shall not affect the Project.

6. If the Owner or any mortgagee of the Project proposes, acting either under the provisions of the last paragraph of Section 11 or under Section 16A of said Chapter 121A, to transfer the Project to a different entity, Sections 1(a) through 1(c) inclusive, and Sections 3 through 8 inclusive, of the Contract shall, upon such transfer, be assignable to any transferee or at the option of the Owner or mortgagee as appropriate, terminable by giving written notice to the City provided, however, that in the event of such assignment the assignee shall agree to such modifications in Section 1(d) hereof as may be required by the City. In the event of such a termination, the Owner shall be released from all obligations under this contract and under said Chapter 121A and at the time shall be divested of all powers, rights and privileges conferred by this Agreement and said Chapter 121A.

7. The provisions of this contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors in office or interest, and assigns, except that nothing herein contained shall apply in the event a successor in interest elects under option 3 under the provisions of Section 16A of said Chapter 121A as now in effect and that in case of a transfer or termination as contemplated by Section 6 of this contract, the Owner shall thereupon cease to be liable hereunder.

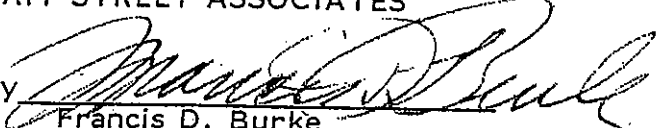
8. The term of this contract shall be for a period that would be coterminous with the U. S. Department of Housing and Urban Development's Subsidy Program or any similar or successor subsidy program, subject, however, to Owner's right to terminate after fifteen (15) years in accordance with Section 6A. In the event that the Project

ceases to be a totally subsidized program, then this contract will be null and void and a new 6A Agreement will be entered into to reflect this change, or the property will be taxed on the basis of the Fair Market Value at that time.

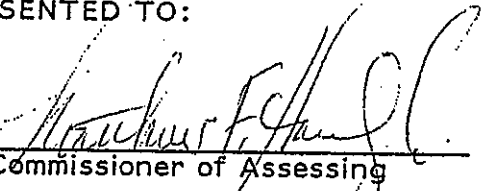
9. No General or Limited Partner of the Owner shall have any personal liability for the performance of the obligations of this corporation hereunder.

Executed as a sealed instrument the day and year first above written.

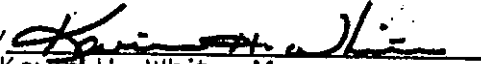
WAIT STREET ASSOCIATES

By   
Francis D. Burke

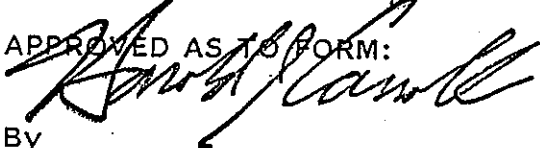
ASSENTED TO:

*Acting*  
By   
Commissioner of Assessing

CITY OF BOSTON

By   
Kevin H. White, Mayor

APPROVED AS TO FORM:

  
By  
Corporation Counsel

AMENDED AND RESTATED CHAPTER 121A SECTION 6A CONTRACT  
BETWEEN WAIT STREET ASSOCIATES AND CITY OF BOSTON

This contract (this "Amended and Restated Contract") is made as of this 30<sup>th</sup> day of April, 2007, under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of The Commonwealth of Massachusetts, by and between Wait Street Associates, a Massachusetts limited partnership (the "Partnership"), and the CITY OF BOSTON, a municipal corporation of The Commonwealth of Massachusetts (the "City"), acting pursuant to General Laws Chapter 121A, Sections 6A and 10 and every other power and authority.

WITNESSETH THAT:

WHEREAS, an application dated March 26, 1980 (the "Application") was filed by the Partnership with the Boston Redevelopment Authority (the "Authority") under the provisions of Chapter 121A and Chapter 652 of the Acts of 1960 (collectively, "Chapter 121A") for Wait Street Apartments, located in the Fenway District of the City of Boston, Suffolk County, Massachusetts, for one hundred (100) units of affordable housing; and

WHEREAS, the Authority approved the Application by a vote on July 31, 1980, adopting a Report and Decision (the "Report and Decision"); and

WHEREAS, the Mayor of the City (the "Mayor") approved the above votes of the Authority on August 2, 1980; and

WHEREAS, the vote of the Authority and the approval of the Mayor with respect to the Report and Decision were filed with the City Clerk of the City of Boston on August 11, 1980, and such approval became final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, in accordance with the Report and Decision, the Partnership entered into a Regulatory Agreement with the Authority on November 3, 1980 with respect to the development of the Project (the "Regulatory Agreement") and

WHEREAS, the City and the Partnership entered into a 6A Contract ("6A Contract") on November 14, 1980; and

WHEREAS, an application dated February 28, 2007 (the "Amended Application") was filed by the Partnership with the Authority to approve the transfer of certain general partnership interests and amend the 6A Contract; and

WHEREAS, the Authority approved the Amended Application by a vote on March 8, 2007 adopting a First Amendment to Report and Decision on the Wait Street Chapter 121A Project; and

WHEREAS, the Mayor approved the above votes of the Authority on March 14, 2007;  
and

WHEREAS, the vote of the Authority and the approval of the Mayor with respect to the First Amendment to Report and Decision was filed with the City Clerk of the City of Boston on March 15, 2007, and such approval became final and binding pursuant to the provisions of Chapter 121A; and

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Partnership hereby agrees with the City as follows:
  - a. To carry out the Project by constructing, maintaining, and managing the name in accordance with the Amended Application, the provisions of the Massachusetts General Laws, Chapter 121A, as now in effect, and the Minimum Standards for Financing, Construction, Maintenance and Management of the Project all as set forth in the Report and Decision of the Boston Redevelopment Authority approving said Project.
  - b. To perform all of the obligations as the Partnership under the Regulatory Agreement required pursuant to the provisions of Massachusetts General Laws, Chapter 121A, Section 18c.
  - c. **Excise Tax.** The Partnership shall pay to the Department of Revenue, or any successor department or agency of The Commonwealth of Massachusetts ("DOR"), with respect to each calendar year that this Amended and Restated Contract is in effect, the Urban Redevelopment excise tax required under Chapter 121A, Section 10, as amended from time to time (the "Excise Tax"). Every calendar year the Owner shall provide (or cause its mortgagee to provide) to the City copies of cancelled check(s) sent to the DOR that relate to the Excise Tax. As is set forth below in Paragraph 6, however, the Assessing Department has determined that the fair cash value to be certified will not result in a Section 10 Excise Tax greater than the Section 6A Contract Payment called for under this Contract.
  - d. **6A Contract Payment.** The Owner shall pay to the City with respect to each calendar year or part thereof this Amended and Restated 6A Contract Payment while the Contract is in effect:
    - a) The amount of the 6A Contract Payment shall be equal to 10% of the Gross Residential income (the "6A Contract Payment") less the Excise Tax actually paid to DOR for the calendar years 2007 to 2019 and for the portion of calendar year commencing January 1, 2020 and terminating on August 11, 2020.



2. **Term.** This 6A Contract shall become binding on the parties on the Effective Date and shall terminate on August 11, 2020, forty (40) years from the original date the Report and Decision became final and binding pursuant to the provisions of Chapter 121A .

3. **Gap Payments.** Upon the termination of this 6A Contract the Owner shall pay or cause to be paid a gap payment to cover the time period between the termination date and the date the Project becomes taxable pursuant to Massachusetts General Laws, Chapter 59. Such payment shall be equal to the percentage of the year for which the property is not yet taxable pursuant to Chapter 59 times the amount (10% of gross income, as defined below in paragraph 16) that would have been paid for CY 2020 if the Project had remained subject to this 6A Contract for the full year, less the excise tax paid pursuant to Massachusetts General Laws, Chapter 121A and Section 6A payment made on account of the period up to June 30, 2021. Such payment shall be made on April 1, 2021. Upon termination of this 6A Contract, the Project shall not be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions, and obligations of this 6A Contract as provided in Chapter 121A; provided, however, the deviations and permissions granted by the Authority pursuant to the Original Report and Decision shall survive such termination and shall remain in effect.

4. **Overpayments.** Any Overpayment shall be refunded to the Owner or, at the option of the City, applied to reduce the 6A Contract Payment due in the succeeding calendar year or calendar years until such Overpayment has been exhausted. The Owner shall give notice to the City of the discovery of the alleged Overpayment within sixty (60) days of the date the 6A Contract Payment was made. The notice shall be accompanied by supporting documentation, including but not limited to, ward and parcel number, the date payment was made to the DOR and/or to the City, the amount of the 6A Contract Payment and the Excise Tax paid, and copies of both sides of all relevant cancelled checks.

Notwithstanding anything the foregoing, the City shall not be obligated to refund any Overpayment and/or grant any credit for interest, late fees, penalties, or fines that may have been assessed if such Overpayment was due to either the Owner's failure to provide the financial information required by this 6A Contract or to the Owner's intentional provision of misleading financial information.

5. **Delivery and Examination of Financial Statements.** The Partnership shall deliver in the manner provided in this Section 7, the following financial documents:

- a. To the Commissioner, no later than February 10 following the end of each calendar year during the Term, (i) an unaudited statement of income and expenses for the Project during the preceding calendar year, or portion thereof, and (ii) a Declaration of Liability Return Valuation Form (available from the Assessing Department); and
- b. To the Commissioner and the Collector-Treasurer on or before April 1 of each calendar year during the Term is in effect, (i) a Declaration of Liability Form (available from the Collector-Treasurer), (ii) an audited report, prepared by an independent Certified Public Accountant, consisting of a statement of Gross Residential Income, a statement of operating costs, a statement of profit and loss, a balance sheet, and a statement of disposition of funds for the preceding year,

and (iii) a certified copy of the Owner's Excise Tax Return as submitted to DOR.

The Partnership hereby authorizes the Commissioner, or his or her representative designated in writing, to examine from time to time all Excise Tax returns and related documents or reports filed with DOR by the Partnership or its representative. No further evidence of this authorization is required.

6. **Determination of Fair Cash Value.** The Assessing Department hereby determines, in accordance with the seventh paragraph of Section 10 of Chapter 121A, that the fair cash value of the real and personal property constituting the Project, as of each January 1 following the Effective Date through and including January 1 of the year next following the year in which the Owner's property tax exemption under Chapter 121A shall expire or terminate, shall be an amount which, when used in the computation of the Excise Tax for or with respect to the previous calendar year, would result in an Excise Tax not greater than the 6A Contract Payment due for such prior calendar year. The City agrees to certify as to each of the foregoing fair cash value dates and amounts to DOR and the Partnership on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A.

7. **Amendments to Chapter 121A or Rules and Regulations.** Notwithstanding any language to the contrary in the Amended Application or any other document entered into between the Authority and the Partnership, no amendment or modification of the terms and conditions of this 6A Contract shall be binding on the City without the prior written consent of the City. The City and the Partnership further agree that without mutual consent, any amendment subsequent to the delivery of this 6A Contract of any of the provisions of Chapter 121A, as amended to date, or of the Rules, Regulations and Standards now applicable to the Project, shall not affect this 6A Contract.

8. **Collection and Enforcement.** Payments to the City of any and all amounts provided for in Section 4 shall be made by and through its Collector-Treasurer no later than the Due Date. The Partnership's failure to pay when due all amounts provided for in Section 4 shall give the City the right to:

- a. Avail itself of the remedies provided for in Massachusetts General Laws, Chapter 60, as the same may be amended from time to time ("Chapter 60"); and/or
- b. Bring an action to recover unpaid 6A Contract Payments, plus any interest, fees or charges that may have accrued.

Payments to the City of any and all amounts due under Section 4 that are made beyond the Due Date shall bear interest at the rate provided for in Chapter 60.

9. **Successors/Assigns.**

- a. This 6A Contract may be assigned or transferred, provided the transfer or assignment is done subject to the terms and conditions contained in the Boston Redevelopment Regulatory Agreement and the First Amendment to Report and Decision.

10. **Notices.** All notices required pursuant to this 6A Contract shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, addressed as follows:

If to the City: City of Boston Assessing Department  
One City Hall, Room 301  
Boston, MA 02201  
Attn: Commissioner of Assessing

If to the Owner: Wait Street Associates  
c/o SHP Acquisitions LLC  
7 Thomas Drive  
Cumberland Foreside, Maine 04110  
Attn: Daniel Smith

with a copy to: Edward M. Doherty, Esquire  
50 Franklin Street  
Boston, MA 02110

A different address may be designated by either party by giving written notice to the other party. Any such notice shall be deemed given when so delivered by hand or, if mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

11. **Pre-Conditions to Obligations of the Partnership.** The obligations of the Partnership under this 6A Contract are conditioned in all respects upon the Project being exempt from taxation under Section 10 of Chapter 121A.

12. **Invalidity.** If any provision of this 6A Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this 6A Contract and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13. **Counterparts.** This 6A Contract may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

14. **Governing Law.** Notwithstanding anything to the contrary, this 6A Contract shall be governed by the laws of the Commonwealth of Massachusetts and any suit, claim or action shall be brought in Suffolk County.

15. **Captions.** Caption headings are inserted herein only as a matter of convenience and reference and in no way serve to define, limit, or describe the scope or intent of, or in any way affect, the Contract.

16. **Definitions.**

“Collector-Treasurer” shall mean the Collector-Treasurer of the City of Boston.

"Commissioner" shall mean the Commissioner of Assessing for the City of Boston.

"Due Date" shall mean April 1 following the end of each calendar year for which such a payment is due.

"Effective Date" shall mean January 1, 2007.

"Final Year" shall mean the calendar year in which this 6A Contract terminates.

"Gross Residential Income" shall mean the aggregate of the gross residential rents received by the Partnership, from whatever source derived, including but not limited to, the residential tenants or other occupants of the Project, net income from the operation of a laundry room, payments received by the Owner in connection with the Project pursuant to a Housing Assistance payments Contract with the U.S. Department of Housing and Urban Development pursuant to Section 8 of the Housing Act of 1937, as amended, or any similar successor subsidy program.

"Overpayment" shall include the following, to the extent that they exceed collectively the 6A Contract Payment: (i) any amounts paid by the Partnership to the City as real estate or personal property taxes pursuant to Massachusetts General Laws Chapter 59, as amended, or any successor statute with respect to the Project for any period during which this Contract is in effect whether assessed to the Partnership or to any predecessor in title of the Partnership, (ii) any amounts paid by the Partnership under Chapter 121A, Section 15; (iii) any amounts paid by the Partnership to the Commonwealth of Massachusetts; (iv) amounts paid with respect to the Project as a different or additional tax resulting from the replacement of the current method of assessment of real estate taxes, in whole or in part, by a different method or type of tax or the imposition of an additional type of tax to supplement the current method of assessing real estate taxes in either case upon the Partnership, and the tenant(s), subtenant(s) and/or subtenants of the Partnership (such different or additional tax, for example, would include a general or a specific assessment, user fee, tax on real estate rental receipts or any other tax imposed on or required to be collected and paid over by the Partnership or the tenant(s), subtenant(s) and/or subtenant of the Partnership for the privilege of doing business in the City, for the employment of employees in the City or levied against real estate or upon the owners or users of real estate as such rather than persons generally for any period during which this 6A Contract is in effect); and (v) any amounts paid to the City with respect to the Project in excess of amounts actually due under this 6A Contract due to calculation error, subsequent adjustment of the Excise Tax, inaccurate information or other inadvertent mistake.


"Regulatory Agreement" shall mean that certain Regulatory Agreement as Required Under the Provisions of Chapter 121A, Section 18C of the Massachusetts General Laws dated as of November 3, 1980, as amended from time to time, between Partnership and the Authority.

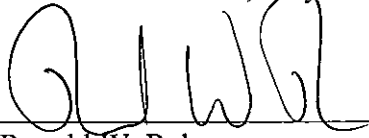
"Requirements" shall mean the provisions of Chapter 121A, the provisions of the Report and Decision, and the provisions of the Regulatory Agreement with the Authority, as it may be amended from time to time.

*[Signature Page Follows]*

EXECUTED as a sealed instrument the day and year first above written.

CITY OF BOSTON

By:   
Thomas M. Menino, Mayor

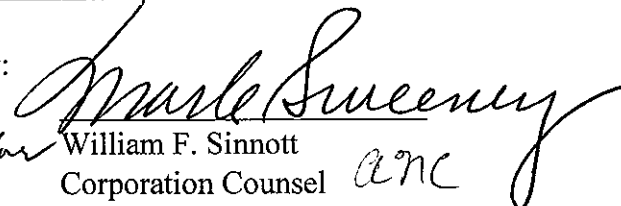
By:   
Ronald W. Rakow,  
Commissioner of Assessing

PARTNERSHIP

WAIT STREET ASSOCIATES  
SHP-WSA LLC, General Partner

By:   
Daniel Smith, Manager

APPROVED AS TO FORM:

By:   
for William F. Sinnott  
Corporation Counsel *anc*  
City of Boston