



Chestnut Hill Realty

October 31, 2012

Betsy DeWitt, Chair
Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02445

RE: The Residences of South Brookline
Project Eligibility Application to MassDevelopment

Dear Ms. DeWitt:

Enclosed please find supplemental information provided to MassDevelopment consisting of the following documents:

1. Applicant Certification by The Residences of South Brookline, LLC;
2. Certificate of Organization of The Residences of South Brookline, LLC;
3. Operating Agreement for the Residences of South Brookline, LLC;
4. Articles of Organization of CM-RSB Corp., Manager of The Residences of South Brookline, LLC;
5. Declaration of Trust of TRSB Holding Trust, the Member of The Residences of South Brookline, LLC;
6. Preliminary list of zoning waivers to be requested by The Residences of South Brookline, LLC;
7. Quitclaim Deed for the land containing the premises to be leased to The Residences of South Brookline, LLC along with plans showing the plan including leased premises along with recorded parcels keyed to the Quitclaim Deed;
8. Quitclaim Deeds for the property containing the premises as recorded with the Norfolk County Registry of Deeds in Book 25555, Page 59 and filed with the Norfolk County Registry District of the Land Court as Document No. 1148136; and
9. Letter to MassDevelopment responding an inquiry with respect to the term of the Affordability Covenant for the Comprehensive Permit for The Residences of South Brookline.

617-323-8800

Executive Offices

Box 67377, Chestnut Hill, MA 02467-0004

FAX 617-323-8801

chestnuthillrealty.com

RECEIVED
BOARD OF SELECTMEN
TOWN OF BROOKLINE
2012 NOV - 1 A 8: 28

RECEIVED
BOARD OF SELECTMEN
TOWN OF BROOKLINE
2012 OCT 32 A 8: 25

10. 9/14/12 Supplemental Information supplied by Chestnut Hill Realty to Anthony E. Fracasso, MassDevelopment

11. Chestnut Hill Realty's response to 9/17/12 email requesting additional information by Anthony E. Fracasso, MassDevelopment

12. "Replacement Initial Capital budget" dated 10/5/12

Sincerely yours,



Marc L. Levin

Director of Development



Applicant Certification

The undersigned Applicant hereby certifies that the information requested above for the project known as The Residences of South Brookline contained in this application to MassDevelopment is true and correct to the best of Applicant's knowledge.

Applicant:

Date: As of August 10, 2012

The Residences of South Brookline, LLC

By: CM-RSB Corp., Its Manager

By:



Peter F. Poras,
its Vice President and Treasurer

Please submit five (5) copies of this application to:

Anthony E. Fracasso
Senior Vice President, Investment Banking
MassDevelopment
160 Federal Street, 7th Floor
Boston, MA 02110

With one copy to each of the following:

Director
Massachusetts Department of Housing and
Community Development
One Congress Street, 10th Floor
Boston, MA 02114

A copy has also been submitted to:

Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02445

**CERTIFICATE OF ORGANIZATION
OF
THE RESIDENCES OF SOUTH BROOKLINE, LLC**

FILED

AUG 08 2012

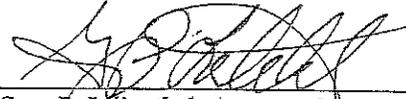
SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISIONS

This Certificate of Organization of The Residences of South Brookline, LLC (the "Company"), dated as of August 8, 2012, is being duly executed and filed by the undersigned, as authorized person, to form a limited liability company under the Massachusetts Limited Liability Company Act (the "Act"), Chapter 156C of the General Laws of the Commonwealth of Massachusetts.

1. The Company has not yet been issued a federal employer identification number.
2. The name of the Company is "The Residences of South Brookline, LLC".
3. The principal office in the Commonwealth of Massachusetts of the Company where the Company's records will be maintained is c/o Chestnut Hill Realty Corp., 300 Independence Drive, Chestnut Hill, MA 02467.
4. The Company's business and purpose shall consist solely of the leasing (to and/or from others), owning, managing, financing, developing, improving and operating real and/or personal property of every kind and description, together with any improvements on such real property, and/or other similar types of businesses, and to do any and all things necessary, convenient, or incidental to that purpose, and the Manager is authorized on behalf of the Company, to execute, acknowledge, negotiate and deliver all instruments, contracts, agreements and documents necessary to pursue and effectuate the Company's business, including, without limitation, ground leases, notes, mortgages, financing documents of every name, nature or kind and to participate in or under government programs in connection with the Company business.
5. The Company has no specific date of dissolution.
6. The name and business address of the Resident Agent for service of process for the Company for purposes of Section 5 of the Act is CM-RSB Corp., a Massachusetts corporation, c/o Chestnut Hill Realty Corp., 300 Independence Drive, Chestnut Hill, MA 02467. CM-RSB Corp. hereby accepts its appointment as resident agent of the Company.
7. The Company's Manager is CM-RSB Corp., a Massachusetts corporation, having a business address c/o Chestnut Hill Realty Corp., 300 Independence Drive, Chestnut Hill, MA 02467.
8. Other than this Certificate, no person, other than the Manager, is authorized to execute documents to be filed with the office of the Secretary of State of the Commonwealth of Massachusetts.
9. The Manager is further authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property, and any other documents to which the Company is a party, including, without limitation, any deed, lease, notice of lease, mortgage, discharge or release of mortgage, assignment of mortgage, easement, tenant-in-common agreement or certificate of fact, whether to be recorded with a registry of deeds or a district office of the Land Court.

[This Page Ends Here-Signature on Next Page]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization as of the date first above written and hereby certifies, under penalties of perjury, that the facts stated herein are true.



Gary R. Lilienthal, Attorney for
The Residences of South Brookline, LLC,
Duly Authorized

THE RESIDENCES OF SOUTH BROOKLINE, LLC

A Massachusetts Limited Liability Company

OPERATING AGREEMENT

THE RESIDENCES OF SOUTH BROOKLINE, LLC

OPERATING AGREEMENT

Table of Contents

<u>ARTICLE I Organizational Powers and Membership</u>	1
1.01 <u>Organization</u>	1
1.02 <u>Purpose of the LLC</u>	1
1.03 <u>Powers</u>	2
1.04 <u>Affirmative Covenants</u>	3
1.05 <u>Designation of Managers</u>	4
<u>ARTICLE II Capital Contributions and Liability of Members</u>	4
2.01 <u>Capital Accounts</u>	4
2.02 <u>Capital Contributions</u>	4
2.03 <u>No Withdrawal of or Interest on Capital</u>	4
2.04 <u>Liability of Members</u>	5
2.05 <u>Managers as Members</u>	5
<u>ARTICLE III Additional Capital</u>	5
3.01 <u>Funding Capital Requirements</u>	5
3.02 <u>Third Party Liabilities</u>	5
<u>ARTICLE IV Distributions; Profits and Losses</u>	6
4.01 <u>Distribution of LLC Funds</u>	6
4.02 <u>Distribution Upon Dissolution</u>	6
4.03 <u>Distribution of Assets in Kind</u>	6
4.04 <u>Allocation of Income, Profits and Losses</u>	7
4.05 <u>Tax Withholding</u>	7
4.06 <u>Distributions to Cover Members' Tax Liabilities</u>	7
4.07 <u>Limited Dividend Status</u>	8
<u>ARTICLE V Management</u>	8
5.01 <u>Management of the LLC</u>	8
5.02 <u>Binding the LLC</u>	9
5.03 <u>Compensation of Managers and Members</u>	9
5.04 <u>Contracts with Affiliated Persons; Immediate Family Members</u>	10
5.05 <u>Indemnification</u>	10
5.06 <u>Other Activities</u>	10
<u>ARTICLE VI Fiscal Matters</u>	10
6.01 <u>Books and Records</u>	10
6.02 <u>Bank Accounts</u>	11
6.03 <u>Fiscal Year</u>	11
6.04 <u>Tax Matters Partner</u>	11
6.05 <u>Section 754 Election</u>	11

<u>ARTICLE VII Transfer of Interests and Admission of New Members</u>	11
7.01 <u>General Restrictions on Transfer</u>	11
7.02 <u>Permitted Transfers</u>	12
<u>ARTICLE VIII Dissolution and Termination</u>	13
8.01 <u>Events Causing Dissolution</u>	13
8.02 <u>Procedures on Dissolution</u>	13
<u>ARTICLE IX General Provisions</u>	13
9.01 <u>Notices</u>	13
9.02 <u>Word Meanings</u>	14
9.03 <u>Binding Provisions</u>	14
9.04 <u>Applicable Law</u>	14
9.05 <u>Counterparts</u>	14
9.06 <u>Separability of Provisions</u>	14
9.07 <u>Section Titles</u>	14
9.08 <u>Amendments</u>	14
9.09 <u>Entire Agreement</u>	15
9.10 <u>Waiver of Partition</u>	15
9.11 <u>Survival of Certain Provisions</u>	15
<u>ARTICLE X Definitions</u>	15

THE RESIDENCES OF SOUTH BROOKLINE, LLC

OPERATING AGREEMENT

AGREEMENT dated as of the 8th day of August, 2012, by CM-RSB Corp., a Massachusetts corporation, as the Manager, and the Persons identified as the Members in Schedule I annexed hereto, made a part hereof and hereby incorporated herein by reference. Except as otherwise provided, the capitalized terms used in this Agreement shall have the meanings set forth in Article X hereof.

WHEREAS, THE RESIDENCES OF SOUTH BROOKLINE, LLC (the "LLC") has been formed as a limited liability company under the laws of the Commonwealth of Massachusetts by the filing on August 8, 2012, of the Certificate in the office of the Secretary of State of the Commonwealth of Massachusetts; and

WHEREAS, the Member and the Manager wish to set out fully their respective rights, obligations and duties with respect to the LLC and its assets;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Organizational Powers and Membership

1.01 Organization.

The Manager shall file such certificates and documents as appropriate to comply with the applicable requirements for the operation of a limited liability company in accordance with the laws of any jurisdictions in which the LLC shall conduct business and shall continue to do so as long as the LLC conducts business therein. By Approval of the Manager, the LLC may establish places of business within and without the Commonwealth of Massachusetts, as and when required by its business and in furtherance of its purposes set forth in Section 1.02 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. By Approval of the Manager, the LLC may from time to time change its name, its Agent, the location of its registered office, the general character of its business and/or any other matter described in the Certificate. The Manager shall have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Member.

1.02 Purpose of the LLC.

The LLC is organized for the business and purpose of leasing (to and/or from others), owning, managing, developing, improving, financing and operating real and/or personal property of every kind and description, together with any improvements on such real property, to act as a trustee in one or more land or nominee trusts and/or as a member, manager, partner, shareholder or co-venturer in limited liability companies, general and/or limited partnerships, corporations and/or other similar types of businesses, and to do any and all things necessary, convenient, or incidental to that purpose, and the Manager is authorized on behalf of the Company, to execute, acknowledge, negotiate and deliver all instruments, contracts, agreements and documents necessary to pursue and effectuate the Company's business, including, without

limitation, ground leases, notes, mortgages, financing documents of every name, nature or kind and to participate in or under government programs in connection with the Company business.

1.03 Powers.

Subject to all other provisions of this Agreement, in furtherance of the conduct of the business described in the Certificate and the purpose described in Section 1.02 hereof, the LLC is hereby authorized:

- (a) To acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the LLC;
- (b) To invest and reinvest in securities or any property, real or personal, or any businesses, partnerships, limited liability companies or joint ventures;
- (c) To construct, improve, operate, maintain, develop, finance and improve, and own, sell, convey, assign or lease any real estate and/or any personal property and in connection therewith to participate in or under government programs;
- (d) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgage, pledge or other loan on any of the assets of the LLC;
- (e) To guarantee the repayment of the loans of other parties, and to secure the same by mortgage, pledge or other loan on any of the assets of the LLC;
- (f) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC;
- (g) To prepay, in whole or in part, refinance or modify any mortgage affecting any assets of the LLC;
- (h) To employ Persons, including Affiliated Persons and/or members of a Member's Immediate Family, to provide advisory, administrative, professional and other services to the LLC, and to pay reasonable compensation for such services;
- (i) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of, the purposes of the LLC, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts;
- (j) To sell, convey and assign any or all of the assets of the LLC in the ordinary course of business and to take all other appropriate actions in connection with the dissolution or liquidation of the LLC;
- (k) To enter into, execute, modify, amend, supplement, acknowledge, deliver, ~~perform and carry out contracts of any kind, including, but not limited to,~~ any of the following:

i. any and all agreements, certificates, instruments or documents required by any mortgagee from time to time in connection with the acquisition, ownership, development and operation of any of the assets of the LLC;

ii. any deed, lease, mortgage, mortgage note, bill of sale, contract or any other instrument purporting to convey or encumber any of the assets of the LLC;

iii. any and all instruments or documents requisite to carrying out the intention and purpose of this Agreement, including, without limitation, the filing of all business certificates, all amendments thereto and documents deemed advisable by the Manager in connection with obtaining or maintaining any financing arrangements for any of the assets of the LLC;

iv. any and all agreements, contracts, documents, notes, certificates and instruments whatsoever involving the construction, development, management, maintenance and operation of any of the assets of the LLC; and

v. any and all operating agreements of limited liability companies, whether as a member or manager, joint venture, limited and general partnership agreements, guarantees, and contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC; and

(l) To take any other action not prohibited under the Act or other applicable law.

1.04 Affirmative Covenants.

In the conduct of its business, the LLC shall:

(a) Maintain its bank accounts, books of account and records separate and apart from any other person or entity, and maintain separate financial statements, accounting records and LLC documents separate from those of any other person or entity;

(b) Hold itself out as a separate and distinct entity, conduct its business in its own name, identify itself in all dealings with third parties under its own name, not hold itself out as having agreed to pay or become liable for the debts of any other person or entity, and correct any known misunderstanding regarding its separate identity;

(c) Pay its liabilities out of its own funds and use separate checks, stationery and invoices;

(d) Observe all limited liability company formalities and keep correct and complete books and records of accounts and minutes of the meetings and other proceedings of the Members;

(e) Maintain an arm's-length relationship with all affiliates;

(f) Maintain adequate capital in light of its contemplated business operations;

~~(g) Pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;~~

(h) Allocate fairly and reasonably any overhead for shared office space and not allocate to the Members or Managers any general overhead or administrative expenses of the LLC;

(i) Not maintain joint bank accounts or other depository accounts to which any Member or Manager has independent access; and

(j) Ensure that its funds and other assets are identifiable and not co-mingle its funds or other assets with those of any other person or entity, or permit any person or entity, other than the Manager, to control Borrower's decisions with respect to the LLC's daily affairs.

1.05 Designation of Managers.

Reference is hereby made to the fact that the initial Manager of the LLC is CM-RSB Corp., a Massachusetts corporation. Any Person may be designated as a Manager at any time by the Approval of the then Manager(s) with the Consent of the Members. A Manager's status as a Manager may be terminated at any time when there are at least two (2) Managers by the Approval of such other Manager(s) and with the Consent of the Members. No Manager may resign from, retire from, abandon or otherwise terminate his or her status as a Manager except after 60 days notice to all Members. If a Manager has given such notice, such Manager shall not unreasonably withhold his or her Approval of any proposed new Manager who has the Consent of the Members.

ARTICLE II

Capital Contributions and Liability of Members

2.01 Capital Accounts.

A separate Capital Account shall be maintained for each Member, including any Member who shall hereafter acquire an interest in the LLC.

2.02 Capital Contributions.

(a) On the date of this Agreement, each of the initial Members shall be required to contribute to the capital of the LLC the contribution(s) identified on Schedule I.

(b) Except as set forth in Article III, no Member or Manager shall be entitled, obligated or required to make any loan to the LLC or any Capital Contribution to the LLC in addition to his or her Capital Contribution made pursuant to Section 2.02(a). No loan made to the LLC by any Member or Manager shall constitute a Capital Contribution to the LLC for any purpose.

2.03 No Withdrawal of or Interest on Capital.

No Member shall have the right to resign from the LLC and to receive any distribution from the LLC as a result of such resignation, and no Member shall have the right to receive the return of all or any part of his or her Capital Contribution or Capital Account, or any other distribution, except with the Approval of the Manager or as specifically provided in this Agreement. No Member shall have any right to demand and receive property of the LLC in exchange for all or any portion of his or her Capital Contribution or Capital Account, except as provided in Section 4.02 upon dissolution and liquidation of

the LLC. No interest or preferred return shall accrue or be paid on any Capital Contribution or Capital Account.

2.04 Liability of Members.

No Member, in his or her capacity as a Member, shall have any liability to restore any negative balance in his or her Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the Act or other applicable law. Except to the extent otherwise provided by law, in no event shall any Member, in his or her capacity as a Member, be personally liable for any liabilities or obligations of the LLC.

2.05 Managers as Members.

No Manager is required to hold any membership interest in the LLC in order to serve as a Manager. If it is specifically provided that any Manager, including a Manager who does not hold a membership interest in the LLC, has the authority to bind the LLC in the manner set forth in Section 5.02.

ARTICLE III

Additional Capital

3.01 Funding Capital Requirements.

(a) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the LLC may borrow funds from such lender(s), including Members and/or Manager, and on such terms and conditions as are Approved by the Manager.

(b) No Member or Manager shall have any obligation to give notice of an existing or potential default of any obligation of the LLC to any of the Members or the Manager, nor shall any Member or Manager be obligated to make any Capital Contributions or loans to the LLC, or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

3.02 Third Party Liabilities.

The provisions of this Article III are not intended to be for the benefit of any creditor or other Person (other than a Member in his or her capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member.

ARTICLE IV

Distributions; Profits and Losses

4.01 Distribution of LLC Funds.

Except as provided in Section 4.02, Section 4.05, and Section 4.06, all Distributable Cash shall be distributed to the Members as follows:

- (a) First, to the Members in proportion to their Adjusted Capital Contributions until their Adjusted Capital Contributions are reduced to zero; and
- (b) Second, the balance to the Members in proportion to their respective Percentage Interests.

4.02 Distribution Upon Dissolution.

Proceeds from a Terminating Capital Transaction and/or other amounts or assets available upon dissolution, and after payment of, or adequate provision for, the debts and obligations of the LLC, shall be distributed and applied in the following priority:

- (a) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by Approval of the Manager, provided that, upon the expiration of such period of time as the Manager by Approval shall deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth in this Section; and
- (b) Second, to the Members, an amount sufficient to reduce the Members' Capital Accounts to zero, in proportion to the positive balances in such Capital Accounts (after reflecting in such Capital Accounts all adjustments thereto necessitated by (i) all other LLC transactions (distributions and allocations of Profits and Losses and items of income, gain, deduction and loss) and (ii) such Terminating Capital Transaction).
- (c) Third, the balance to the Members in proportion to their respective Percentage Interests.

4.03 Distribution of Assets in Kind.

No Member shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their respective fair market values as determined by the Approval of the Manager. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Approval of the Manager, receive separate assets of the LLC and not an interest as tenant-in-common, with other Members so entitled, in each asset being distributed.

4.04 Allocation of Income, Profits and Losses.

(a) Income, Losses, etc. Except as provided in this Section, all income, gains, losses, deductions, credits and other items of the LLC shall be allocated among the Members in accordance with their Percentage Interests as set forth on Schedule I attached hereto. Such Schedule I shall be amended from time to time to reflect the withdrawal or admission of Members and any changes in the interests of Members arising from the transfer of LLC interests to or by a Member.

(b) General Provisions Regarding Allocations. Notwithstanding any provision to the contrary, all allocations shall be made, and the Agreement shall in all ways be construed to contain all necessary provisions, such that its allocations have substantial economic effect as provided in the Allocation Regulations. If the Allocation Regulations require this Agreement to contain any express language for such purpose, such language is hereby adopted by reference thereto. To the greatest extent possible consistent with the provisions of the preceding sentence, such allocations shall be made in the manner expressly set forth in this Agreement.

(c) Provisions Regarding Allocations of Non-recourse Deductions. Notwithstanding any provision to the contrary, allocations of non-recourse deductions shall be made in accordance with the Members' interests in the LLC in accordance with the Allocation Regulations. This Agreement hereby adopts the "minimum gain charge back" provisions contained in Section 1.704 of the Allocation Regulations to the minimum extent necessary to meet the aforesaid test for allocations of non-recourse deductions.

(d) Provisions Regarding Section 704(c). In accordance with Section 704(c) of the Code, income, gain, loss and deduction with respect to any property contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such property and its fair market value at the time of its contribution.

4.05 Tax Withholding.

If the LLC incurs a withholding tax obligation with respect to the share of income allocated to any Member, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such Member and (ii) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member, and (b) any amount which is so paid over by the LLC, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section shall be repaid by such Member to the LLC within thirty (30) days after the Manager, acting by Approval, gives notice to such Member making demand therefor. Any amounts so advanced and not timely repaid by such Member shall bear interest, commencing on the expiration of said 30-day period, compounded monthly on unpaid balances, at an annual rate equal to the lowest Applicable Federal Rate as of such expiration date. The LLC shall collect any unpaid amounts so advanced from any LLC distributions that would otherwise be made to such Member.

4.06 Distributions to Cover Members' Tax Liabilities.

The Manager shall, at a minimum, provided such funds are available from the Company, distribute annually to Members amounts intended to cover the potential federal, state or local tax obligations of such Members on account of the cumulative allocation to them of taxable income in excess of tax losses

pursuant to this Agreement. For purposes of the foregoing, such federal, state and local tax obligations of each Member shall be assumed to equal the highest effective combined federal and state income tax rate applicable to any Member multiplied by the product of (a) each Member's Percentage Interest and (b) the cumulative allocation to all Members of taxable income in excess of tax losses determined as described in the definition of Profits and Losses without the adjustments listed therein, with the result reduced by the cumulative amount, if any, previously distributed in the same year pursuant to this Section. Distributions made to the Members pursuant to this Section shall be made in proportion to their respective amounts calculated under the previous sentence. For purposes of applying Sections 4.01 to subsequent distributions to the Members, distributions made pursuant to this Section shall be disregarded and shall not be deemed to have been made pursuant to Sections 4.01.

4.07 Limited Dividend Status.

The Company shall be a "Limited Dividend Organization" pursuant to Massachusetts General Laws chapter 40B, Section 21 and 760 Code of Massachusetts Regulations 56.02 and agrees, notwithstanding any other provisions herein regarding the distribution of profit or income, to limit the dividend on the invested equity to no more than that allowed by the applicable statute or regulations governing any pertinent housing financing program utilized by the Company for financing any project that receives a comprehensive permit for the project under Chapter 40B.

ARTICLE V

Management.

5.01 Management of the LLC.

The overall management and control of the business and affairs of the LLC shall be vested in the Manager, acting by Approval. All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Manager, and the Members shall have no voting rights except as specifically provided in this Agreement. Each Manager shall devote such time to the affairs of the LLC as is reasonably necessary for performance by such Manager of his or her duties, provided such Persons shall not be required to devote full time to such affairs. The Manager shall have the right and power to manage, operate, and control the LLC, to do all things necessary or appropriate to carry on the business and purposes of the LLC, including without limitation the right:

- (a) To manage the business of the LLC, including through Persons employed by the LLC for such purpose;
- (b) To execute, deliver, make, modify or amend such documents and instruments, in the name of the LLC, as the Manager acting by Approval may deem necessary or desirable in connection with the management of the business of the LLC or for the purposes of the LLC;
- (c) To acquire, sell, transfer, assign, finance, convey, lease (as Landlord or Tenant), mortgage or otherwise dispose of all or any part of the business of the LLC and/or all or any part of the assets of the LLC;
- (d) To borrow money and otherwise obtain credit and other financial accommodations;

(e) To perform or cause to be performed all of the LLC's obligations under any agreement to which the LLC is a party, including without limitation, any obligations of the LLC or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the LLC;

(f) To employ, engage, retain or deal with any Persons to act as employees, agents, brokers, accountants, lawyers or in such other capacity as the Manager, acting by Approval may deem necessary or desirable;

(g) To appoint individuals to act as officers of the LLC and delegate to such individuals such authority to act on behalf of the LLC and such duties and functions as the Manager, acting by Approval, shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;

(h) To adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(i) To acquire and enter into any contract of insurance necessary or proper for the protection of the LLC and/or any Member and/or any Manager and/or any officers and/or directors of a Manager, including without limitation to provide the indemnity described in Section 5.05 or any portion thereof;

(j) With the Consent of the Members, to adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets;

(k) To make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(l) To establish a record date for any distribution to be made under Article IV;

(m) to guarantee the debts of others; and

(n) To perform any other act which the Manager, acting by Approval, may deem necessary or desirable for the LLC or its business.

5.02 Binding the LLC.

Any action taken by a Manager as a Manager of the LLC, with Approval, shall bind the LLC and any other Managers and shall be deemed to be the action of the LLC and of any other Managers. The signatures of at least one (1) Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

5.03 Compensation of Managers and Members.

No payment shall be made by the LLC to any Manager or Member for such Manager's or Member's services as a Manager or Member except as provided in this Agreement. Each Manager shall be entitled to reimbursement from the LLC for all expenses incurred by such Manager in managing and conducting the business and affairs of the LLC. The Manager, acting by Approval, shall determine which expenses, if any, are allocable to the LLC in a manner which is fair and reasonable to the Manager and the LLC, and if such allocation is made in good faith it shall be conclusive in the absence of manifest error.

5.04 Contracts with Affiliated Persons; Immediate Family Members.

With the Approval of the Manager, the LLC may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any Member, Manager, Affiliated Person, or member of any Member's Immediate Family, and may pay compensation thereunder for such goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error.

5.05 Indemnification.

Each Manager, and the officers, directors and shareholders of any Manager which is a corporation in accordance with applicable law and the articles of organization, by-laws and other governing documents of such corporation, shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them, by this Agreement, and/or for any act omitted to be performed except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses. The doing of any act or failure to do any act by a Manager, the effect of which may cause or result in loss or damage to the LLC, if done in good faith to promote the best interests of the LLC, shall not subject the Manager to any liability to the Members except for gross negligence or willful misconduct.

5.06 Other Activities.

The Members, the Manager and any Affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as managers and general partners of other limited liability companies and partnerships with purposes similar to those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

ARTICLE VI

Fiscal Matters

6.01 Books and Records.

Subject to and consistent with the provisions of Section 1.04 hereof, the Manager shall keep or cause to be kept complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC to the extent applicable and otherwise in accordance with generally accepted accounting principles consistently applied. Such books and records shall all be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at an office of the LLC for examination and

copying by any Member, or his or her duly authorized representative, upon reasonable request therefor and at the expense of such Member. A current list of the full name and last known address of each Member, a copy of this Agreement, any amendments thereto, and the Certificate, including all certificates of amendment thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, the Certificate or any certificate of amendment has been executed, copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent years, shall all be maintained at the registered office of the LLC required by Section 5 of the Act. Within one hundred twenty (120) days after the end of each fiscal year of the LLC, each Member shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member may, at any time, at his or her own expense, cause an audit or review of the LLC books to be made by a certified public accountant of his or her own selection.

6.02 Bank Accounts.

Subject to and consistent with the provisions of Section 1.04 hereof, bank accounts and/or other accounts of the LLC shall be maintained in such banking and/or other financial institution(s) as shall be selected by the Approval of the Manager, and withdrawals shall be made and other activity conducted on such signature or signatures as determined by the Approval of the Manager.

6.03 Fiscal Year.

The fiscal year of the LLC shall end on December 31 of each year.

6.04 Tax Matters Partner.

CM-RSB Corp., a Massachusetts corporation is hereby designated as the LLC's Tax Matters Partner within the meaning of Section 6231(a)(7) of the Code.

6.05 Section 754 Election.

Upon the request of any Member or any successor in interest of a Member, the LLC shall file an election under Section 754 of the Code, permitting an adjustment to basis under Section 743 and/or Section 734 of the Code, or any successor provisions thereto.

ARTICLE VII

Transfer of Interests and Admission of New Members

7.01 General Restrictions on Transfer.

(a) No Member shall pledge, cause a lien to be placed against, encumber or Transfer all or any part of his or her interest as a Member of the LLC or otherwise withdraw from the LLC except as provided in Section 7.02 hereof.

(b) Every Transfer of an interest as a Member of the LLC permitted by this Article VII, including without limitation Transfers permitted by Section 7.02 hereof, shall nevertheless be subject to the following:

(i) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer.

(ii) Notwithstanding anything contained herein to the contrary, no interest as a Member of the LLC shall be Transferred if, by reason of such Transfer, the classification of the LLC as a partnership for federal income tax purposes would be adversely affected or jeopardized, or if such Transfer would have any other substantial adverse effect for federal income tax purposes.

(iii) In the event of any Transfer, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument effecting such Transfer. The transferee shall execute such additional instruments as shall be reasonably required by the LLC. If and for so long as such instruments are not so executed and filed, the LLC need not recognize any such Transfer for any purpose.

(iv) Upon the admission or withdrawal of a Member, this Agreement (including without limitation Schedule I hereto) and/or the Certificate shall be amended, as appropriate by the Manager to reflect the then existing names and addresses of the Members and their respective Percentage Interests.

(c) Any Person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 7.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the terms, conditions, and obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(d) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be, or be treated as, or deemed to be, a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed by the Members that damages at law would be an inadequate remedy for a breach or threatened breach or other violation of the provisions concerning such transactions set forth in this Agreement.

7.02 Permitted Transfers.

The following Transfers shall be permitted notwithstanding the provisions of Section 7.01(a) above, but such permitted Transfers shall in any event be subject to Sections 7.01(b)-(d) hereof:

(a) An interest as a Member of the LLC may be Transferred from time to time as a part of any proceeding under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and subject to the requirements and provisions thereof.

(b) An interest as a Member of the LLC may be Transferred from time to time to any Legal Representative(s) and/or Affiliate(s) and/or member(s) of the Immediate Family of the transferring Member and/or any other Member of the LLC.

(c) An interest as a Member of the LLC may be Transferred from time to time with the Approval of the Manager, which may be withheld for any reason or for no reason.

ARTICLE VIII

Dissolution and Termination

8.01 Events Causing Dissolution.

The LLC shall be dissolved and its affairs wound up upon:

(a) The sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash and, by Approval of the Manager, a determination is made not to distribute any such non-cash items to the Members;

(b) The election for any reason to dissolve the LLC made in writing by the Approval of the Manager with the Consent of the Members; or

(c) Any consolidation or merger of the LLC with or into any entity unless:
(1) the LLC is the resulting or surviving entity, or (2) the Manager otherwise Approves.

If the Manager does not elect to dissolve the LLC within ninety (90) days after the death, insanity, Bankruptcy, retirement, resignation or expulsion of any Member of the LLC, then the LLC shall not be dissolved by reason of such event and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts.

8.02 Procedures on Dissolution.

Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the LLC shall not terminate until the Certificate shall be canceled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this Agreement. Upon dissolution of the LLC, the Manager, acting by Approval, or, if none, a liquidator elected by the Consent of the Members, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof under Section 4.02, and cause the cancellation of the Certificate.

ARTICLE IX

General Provisions

9.01 Notices.

Any and all notices under this Agreement shall be effective (a) on the fourth (4th) business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its

registered office under the Act, if to a Member at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

9.02 Word Meanings.

The words "herein", "hereinafter", "hereinbefore", "hereof" and "hereunder" as used in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. All section references, except as otherwise provided herein, are to sections of this Agreement.

9.03 Binding Provisions.

Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

9.04 Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

9.05 Counterparts.

This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

9.06 Separability of Provisions.

Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any reason any provision or provisions herein would cause the Members to be liable for or bound by the obligations of the LLC, such provision or provisions shall be deemed void and of no effect.

9.07 Section Titles.

Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

9.08 Amendments.

Except as otherwise specifically provided herein, including without limitation in Section 7.01(b)(iv), this Agreement may be amended or modified only with the Approval of the Manager and the Consent of the Members. Specifically, and without limiting the generality of the foregoing, this Agreement may be amended to provide for Capital Contributions from, distributions to, and allocations of

Profits and Losses to one or more additional classes of Members, with the Approval of the Manager and the Consent of the Members. No member shall have any preemptive, preferential or other right with respect to the issuance or sale of any Member interests or any warrants, subscriptions, options or other rights with respect thereto.

9.09 Entire Agreement.

This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

9.10 Waiver of Partition.

Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, each Member agrees that he or she shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each Member (and his or her successors and assigns) accepts the provisions of this Agreement as his or her sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all rights to maintain any action for partition or to compel any sale or other liquidation with respect to his or her interest, in or with respect to, any assets or properties of the LLC. Each Member further agrees that he or she or it will not petition a court for the dissolution, termination or liquidation of the LLC.

9.11 Survival of Certain Provisions.

The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, but without limitation, the provisions of Sections 2.04 and 5.05. The Members agree that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the Members hereunder shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such document specifically provides for nonsurvival by reference to this Section 9.11 and to the specific provisions hereof which are intended not to survive.

ARTICLE X

Definitions

The following defined terms used in this Agreement shall have the meanings specified below. The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

“Act” shall mean the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the office of the Secretary of State of the Commonwealth of Massachusetts, and as thereafter amended from time to time.

“Adjusted Capital Contribution” shall mean a Member’s aggregate Capital Contribution to the LLC reduced by all distributions made to such Member under Article IV.

“Affiliated Person” or “Affiliate” shall mean, with reference to a specified Person, (a) any Person who owns directly or indirectly ten percent (10%) or more of the beneficial ownership in such Person, (b) any one or more Legal Representatives of such Person and/or any Persons referred to in the preceding clause (a); and (c) any entity in which any one or more of such Person and/or the Persons referred to in the preceding clauses (a) and (b) owns directly or indirectly ten percent (10%) or more of the beneficial ownership.

“Agent” shall mean the person designated in the Certificate as the resident agent for service of process in the Commonwealth of Massachusetts. The Agent shall serve as such until his or her resignation or until the designation of his or her successor, whichever occurs sooner.

“Agreement” shall mean this Operating Agreement as it may be amended, supplemented, or restated from time to time.

“Allocation Regulations” means the income tax regulations promulgated by the Treasury Department under Sections 704(b) and 752 of the Code, as such regulations have been or may be interpreted, modified, amplified or supplemented.

“Applicable Federal Rate” shall mean the Applicable Federal Rate as that term is defined in Code Section 1274(d)(1), whether the short-term, mid-term or long-term rate, as the case may be, as published from time to time by the Secretary of the Treasury.

“Approval” or “Approved” or “Approves” shall mean the written consent or approval of the sole Manager or, if there is more than one Manager, of a majority of the Managers.

“Bankruptcy” shall mean any of the following:

(a) If any Member shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such Member, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such Member or of all or any substantial part of his or her properties or his or her interest in the LLC (the term “acquiesce” as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty days after such order, judgment or decree);

(b) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition filed against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree, or if any Member shall suffer the entry of an order for relief under Title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of his or her properties or his or her interest in the LLC shall be appointed without the consent or acquiescence of such Member

and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(c) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

“Book Value” shall mean, with respect to any asset of the LLC, such asset’s adjusted basis for federal income tax purposes, except that:

(a) The initial Book Value of any asset contributed by a Member of the LLC shall be the gross fair market value of such asset (not reduced for any liabilities to which it is subject or which the LLC assumes), as such value is determined and for which credit is given to the contributing Member under this Agreement;

(b) The Book Values of all assets of the LLC shall be adjusted to equal their respective gross fair market values, as determined by Approval of the Managers, at and as of the following times:

(i) The acquisition of an additional or new interest in the LLC by a new or existing Member in exchange for other than a de minimis capital contribution by such Member, if the Managers, acting by Approval, reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members;

(ii) The distribution by the LLC to a Member of more than a de minimis amount of any asset of the LLC (including cash or cash equivalents) as consideration for all or any portion of an interest in the LLC, if the Managers, acting by Approval, reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members; and

(iii) The liquidation of the LLC within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); and

(c) The Book Value of the assets of the LLC shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Book Value shall not be adjusted pursuant to this clause (c) to the extent that the Managers, acting by Approval, determine that an adjustment pursuant to the immediately preceding clause (b) is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this clause (c).

If the Book Value of an asset has been determined or adjusted pursuant to the preceding clauses (a), (b) or (c), such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits or Losses.

“Capital Account” shall mean a capital account maintained and adjusted in accordance with the Code and the Regulations, including the Regulations under Section 704(b) and (c) of the Code. The Capital Account of each Member shall be:

(a) Credited with all payments made to the LLC by such Member on account of Capital Contributions (and as to any property other than cash or a promissory note of the contributing

Member, the agreed (as between the Members) fair market value of such property, net of liabilities secured by such property and assumed by the LLC or subject to which such contributed property is taken) and by such Member's allocable share of Profits and items in the nature of income and gain of the LLC;

(b) Charged with the amount of any distributions to such Member (and as to any distributions of property other than cash or a promissory note of a Member or the LLC, by the agreed fair market value of such property, net of liabilities secured by such property and assumed by such Member or subject to which such distributed property is taken), and by such Member's allocable share of Losses and items in the nature of losses and deductions of the LLC;

(c) Adjusted simultaneously with the making of any adjustment to the Book Value of the LLC's assets pursuant to the definition thereof, to reflect the aggregate net adjustments to such Book Value as if the LLC recognized Profit or Loss equal to the respective amount of such aggregate net adjustments immediately before the event causing such adjustments; and

(d) Otherwise appropriately adjusted to reflect transactions of the LLC and the Members.

"Capital Contribution" shall mean the amount of cash and the value of any other property contributed to the LLC by a Member.

"Certificate" shall mean the Certificate of Organization creating the LLC, as it may, from time to time, be amended in accordance with the Act.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Consent of the Members" shall mean the written consent or approval of the Sole Member, or if there is more than one Member, of more than sixty-six and two-thirds percent (66 2/3%) in interest, based on Percentage Interests held as Members, of those Members entitled to participate in giving such Consent, and if more than one class of Members is so entitled then more than sixty-six and two-thirds percent (66 2/3%) shall be so required with respect to each such class.

"Depreciation" shall mean, for each year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization or other cost recovery deduction computed for tax purposes with respect to such asset for such period bears to the adjusted tax basis for such asset, or if such asset has a zero adjusted tax basis, Depreciation shall be determined with reference to the initial Book Value of such asset using any reasonable method selected by Approval of the Managers, but not less than depreciation allowable for tax purposes for such year.

"Distributable Cash" shall mean all cash, revenues and funds received by the LLC which as determined by Approval of the Manager is available for distribution to the Members after the payment of all loans, including operating loans by Members, liabilities which are then due and payable, as well as such reserves as the Manager deems necessary for the operation of the LLC's business.

"Immediate Family" with respect to any individual, means his ancestors, issue, any trust principally for the benefit of any one or more of such individuals, his estate, any entity beneficially owned

by such individuals or trusts for their principal benefit, and a QTIP Trust (as hereinafter defined) for the benefit of such individual's spouse. A "QTIP Trust" is a trust in which the beneficiary's interest is no greater than an income interest for life and a right to principal distributions based upon the discretion of trustees other than the beneficiary, and of which the remainder beneficiaries are persons or entities described in the immediately preceding sentence.

"LLC" shall mean the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended.

"Legal Representative" shall mean, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death, minority or incompetency of such individual.

"Losses" shall have the meaning provided below under the heading "Profits and Losses".

"Manager" shall refer to each Person named as a Manager in this Agreement and any Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person's capacity as a Manager of the LLC. "Managers" shall refer collectively to the Persons named as Managers in this Agreement and any Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person's capacity as a Manager of the LLC.

"Member" shall mean any Person named as a Member in this Agreement and any Person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in each such Person's capacity as a Member of the LLC. "Members" shall refer collectively to the Persons named as Members in this Agreement (if there is only one Member, then this shall refer to the Sole Member) and any Person who becomes an additional, substitute or replacement Member of the LLC.

"Member Minimum Gain" shall mean "partner nonrecourse debt minimum gain" as that term is defined in Regulations Section 1.704-2(i)(2).

"Percentage Interest" shall be the percentage interest of a Member set forth in Schedule I, as amended from time to time.

"Person" shall mean any natural person, partnership (whether general or limited), limited liability company, trust, estate, association or corporation.

"Profits and Losses" shall mean, for each year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

- (a) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this provision shall be added to such taxable income or loss;
- (b) Any expenditures of the LLC described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this provision, shall be subtracted from such taxable income or added to such loss;

(c) Gain or loss from a disposition of property of the LLC with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of such property, rather than its adjusted tax basis;

(d) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account the Depreciation on the assets for such fiscal year or other period; and

(e) Any items which are separately allocated pursuant to Sections 4.05 and/or 4.06 which otherwise would have been taken into account in calculating Profits and Losses pursuant to the above provisions shall not be taken into account and, as the case may be, shall be added to or deducted from such amounts so as to be not part of the calculation of the Profits or Losses.

If the LLC's taxable income or loss for such year, as adjusted in the manner provided above, is a positive amount, such amount shall be the LLC's Profits for such year; and if negative, such amount shall be the LLC's Losses for such year.

"Regulations" shall mean the Regulations promulgated under the Code, and any successor provisions to such Regulations, as such Regulations may be amended from time to time.

"Terminating Capital Transaction" shall mean a sale or other disposition of all or substantially all of the assets of the LLC.

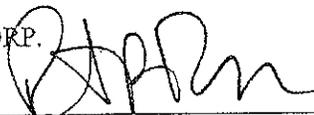
"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

IN WITNESS WHEREOF, the Manager and the Member hereto have executed this Agreement under seal as of the day and year first above written.

MANAGER:

CM-RSB CORP.

By:

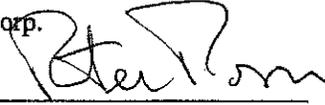


Peter F. Poras,
its Vice President and Treasurer

MEMBER:

TRSB Holding Trust

By: Its Trustee
CM-RSB Corp.

By: 
Peter Poras
its Vice-president and Treasurer

**SCHEDULE I
TO OPERATING AGREEMENT
OF THE RESIDENCES OF SOUTH BROOKLINE, LLC**

<u>NAMES AND ADDRESSES OF MEMBERS</u>	<u>PERCENTAGE INTEREST</u>	<u>CAPITAL CONTRIBUTION</u>
TRSB Holding Trust c/o Chestnut Hill Realty 300 Independence Drive Chestnut Hill, MA 02467	100%	\$1,000.00

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Organization

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

RECEIVED
AUG 9 2011
SECRETARY OF THE COMMONWEALTH
CORPORATION DIVISION

ARTICLE I

The exact name of the corporation is:

CM-RSB Corp.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

SEE CONTINUATION SHEET

ARTICLE III

State the total number of shares and par value, *if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	275,000	N/A	N/A	N/A

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

Not Applicable

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

Not Applicable

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

SEE CONTINUATION SHEET

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

CM-RSB CORP.

Articles of Organization

Continuation Sheet

ARTICLE II. To act as Manager of The Residences of South Brookline, LLC, a Massachusetts limited liability company (the "LLC"), in connection with the LLC's business in, inter alia, leasing (to and from others), owning, managing, financing, developing, improving and operating real and/or personal property, and to engage in any and all lawful acts or activities for which a corporation may be organized under the provisions of Chapter 156D of the General Laws of the Commonwealth of Massachusetts, as the same may from time to time be amended.

ARTICLE VI. Other lawful provisions:

1. Authority of directors to create new classes and series of shares. The board of directors, acting without the shareholders, may (a) reclassify any unissued shares of any authorized class or series into one or more existing or new classes or series, and (b) create one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof and the preferences, limitations and relative rights applicable thereto, provided that the board of directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in the Articles of Organization approved by the shareholders.

2. Minimum number of directors. The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.

3. Personal liability of directors to corporation. No director shall have personal liability to the corporation for monetary damages for breach of his fiduciary duty as a director notwithstanding any provision of law imposing such liability, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for improper distributions under Section 6.40 of Chapter 156D of the General Laws of Massachusetts, or (d) for any transaction from which the director derived an improper personal benefit.

4. Shareholder vote required to approve matters acted on by shareholders. The affirmative vote of a majority of all the shares in a voting group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the General Laws of Massachusetts.

5. Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.

6. Authorization of directors to make, amend or repeal bylaws. The board of directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, the Articles of Organization or the bylaws requires action by the shareholders.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
c/o Chestnut Hill Realty Corp., 300 Independence Drive, Chestnut Hill, MA 02467
- b. The name of its initial registered agent at its registered office:
Peter F. Poras
- c. The name and street address of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Edward E. Zuker
 Vice President: Peter F. Poras
 Treasurer: Peter F. Poras
 Secretary: John B. Shevlin
 Assistant Secretary: Peter F. Poras
 Director(s): Edward E. Zuker, Peter F. Poras and John B. Shevlin

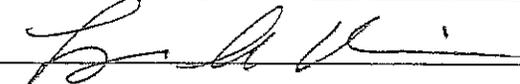
- d. The fiscal year end of the corporation:
December 31st
- e. A brief description of the type of business in which the corporation intends to engage:
Real Estate Management
- f. The street address of the principal office of the corporation:
c/o Chestnut Hill Realty Corp., 300 Independence Drive, Chestnut Hill, MA 02467
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:
c/o Chestnut Hill Realty Corp., 300 Independence Drive, Chestnut Hill, MA 02467

, which is

(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this 8th day of August, 2012 by the incorporator(s):

Signature: 

Name: Lynn A. Robinson, Incorporator

Address: Bernkopf Goodman LLP, 125 Summer Street, 13th Floor, Boston, Massachusetts 02110

DECLARATION OF TRUST

TRSB HOLDING TRUST

The undersigned (hereinafter called the "Trustee", which term shall be deemed to include the successors in trust hereunder and to mean the trustee or trustees for the time being) hereby declares that CM-RSB Corp., a Massachusetts corporation, will hold any and all property (real, personal and mixed) and interests in property that may be transferred to or acquired by the Trustee hereunder, including, without limitation, membership interest in any limited liability company owning such interests (hereinafter sometimes referred to as the "Trust Property"), in trust for the sole benefit of the parties named (hereinafter called the "Beneficiaries") and in the proportions set forth in the "Schedule of Beneficial Interests") executed by the Trustee and filed this day with the Trustee, upon the terms herein set forth, namely as follows:

- I. The Trust hereby created shall be known as "TRSB Holding Trust".
- II. The Trustee shall hold the property comprising the principal of this Trust, receive any funds paid to the Trustee therefrom solely for the benefit of the Beneficiaries, and pay over any funds received as directed in writing by the Beneficiaries or, lacking such direction from the Beneficiaries, to the Beneficiaries in proportion to the Beneficial Interests as set forth in the Schedule of Beneficial Interests.
- III. No Trustee shall be bound by any assignment or transfer of any beneficial interest or interest therein until the written consent has been given by those holding all of the Beneficial Interests and the Trustee has received actual written notice that such assignment or transfer has in fact been made. Any Trustee may without impropriety be or become a Beneficiary and exercise all rights of a Beneficiary with the same effect as though he were not a Trustee.
- IV. Except as hereinafter provided in case of the termination of this Trust, the Trustee shall have no power to deal in or with the Trust Property except as directed by those who own all of the Beneficial Interests hereunder. When, as, if and only to the extent directed by such Beneficiaries, the Trustee, acting in accordance with such direction, shall have the following powers and such additional powers as may be incidental thereto:
 - A. To purchase, acquire, take under lease, maintain, develop, and otherwise deal in and with real and personal property and all interests and rights therein and to sell, convey, transfer, exchange or otherwise dispose of all or any portion of the same, free and discharged from all trusts hereunder;
 - B. To enter into agreements with owners of adjoining properties with regard to land use, easements, boundary lines, party walls or other like subjects of agreements; to register and deregister in the Land Court of the Commonwealth of Massachusetts title to any real property; to submit the whole or any part of the Trust Property to the provisions of Massachusetts General Laws (Ter. Ed.) Chapter 183A, the condominium statute, so-called, as the same may be amended from time to time;

- C. To enter into leases, subleases, assignments or to let to tenants at will all or any portion of the Trust Property;
- D. To enter into secured and unsecured borrowing and lending transactions and in connection therewith, to execute and deliver promissory notes, mortgages, security agreements, assignments or transfers of any kind, deeds of trust, bonds, sureties or other evidences of such borrowings and of security for such borrowings and to deliver releases, discharges and extensions thereof;
- E. To sign, seal, execute, acknowledge and deliver such instruments, documents, deeds, notes, mortgages, all in connection with the Trust Property, which may bind the Trustee and the Trust Property for periods of time extending beyond the possible duration of this Trust, and to deliver such documents free from all trusts; and to take possession of any property in which this Trust has a mortgage or secured interest and to foreclose same in the event of default thereunder;
- F. To initiate or defend against any proceedings in arbitration, at law, or in equity commenced by or against the Trustee as owner of the Trust Property, and to compromise any claims by or against the Trust Property;
- G. To endorse and deliver notes, drafts, checks and the like which are payable to or drawn for the benefit of this Trust;
- H. To appoint or engage agents, employees, representatives or the like to act on behalf of or for the Trustee to exercise any powers hereinbefore enumerated; and
- I. To guarantee the indebtedness of others, including parties other than the Trustee or Beneficiaries hereunder, and in connection therewith to execute and deliver promissory notes, guarantees, mortgages and security agreements and deeds of trust relating to the Trust Property or other evidences of such borrowings and guarantees and of security for such borrowings and/or guarantees and to deliver releases, discharges and extensions thereof.

Notwithstanding the foregoing, no Trustee shall be required to take any action so directed which, in his opinion, may incur to him any personal liability unless first indemnified to his reasonable satisfaction.

The primary purpose of this Trust shall be to serve as a nominee. All powers enumerated in this Paragraph IV shall be exercised incidental to such primary purposes.

V. No Trustee for the time being hereunder shall be liable for any error of judgment or loss arising out of any act or omission in the execution of this Trust so long as he acts in good faith. No Trustee shall be liable for any act or omission of any other Trustee or of any agent, employee or representative of the Trustee. The Trustee and each agent, employee or representative of the Trustee shall be entitled to reimbursement out of the Trust Property for his reasonable expenses and outlays and shall be indemnified and reimbursed for any personal loss, cost, liability, expense or damage incurred or suffered by him in the administration of the Trust Property or in conducting any business or performing any act authorized or permitted by this Trust, but such indemnity or reimbursement shall be limited to the Trust Property, and none of the Beneficiaries shall be personally or individually liable in connection therewith. No leave or license of court shall be requisite to the validity of any transaction entered into by the Trustee.

VI. No purchaser, transferee, pledgee, mortgagee, lender or other party dealing with the Trustee or Trust Property shall be responsible to see to the application of any purchase money, or of any money or property loaned or delivered to the Trustee, or to see that the terms and conditions of this Trust have been complied with or performed.

VII. Every instrument executed by any person appearing from the records of the Trust, and if this Declaration of Trust is recorded, there being no requirement that it be recorded for it to become effective, appearing from any records recorded with the Norfolk District Registry of Deeds to be a Trustee hereunder shall be conclusive evidence in favor of all parties relying thereupon claiming thereunder that at the time of the execution and delivery thereof this Trust was in full force and effect, the Trustee executing and delivering such instrument was duly authorized, empowered and directed by the Beneficiaries to execute and deliver the same as required by Article IV hereof, and that such instrument is valid, binding, effective and legally enforceable in accordance with its terms and the terms of this Trust.

VIII. All parties dealing with the Trust Property or the Trustee may rely upon a certificate signed by the Trustee authorized to execute instruments by the preceding Article, as to who are the Trustees, as to whether or not this Declaration of Trust has been terminated, as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Trustee, or as to other matters which are in any other matter germane to the affairs of this Trust. No written evidence confirming matters certified to by the Trustee under this Article shall be required from the Beneficiaries or otherwise.

IX. Any Trustee may resign by written instrument signed and acknowledged by such Trustee; and such resignation shall become effective upon the recording or filing of the resignation with the Trustee. Any Trustee may be removed by written instrument signed by those Beneficiaries who own all of the Beneficial Interests hereunder, and such removal shall become effective upon the recording or filing with the Trustee of either a certificate of removal signed by any of the remaining Trustee(s) attesting to the removal, or by a certificate of removal signed by those Beneficiaries required to effect the removal. One or more succeeding or additional Trustees may be appointed by written instrument signed by those Beneficiaries who own all of the Beneficial Interests hereunder; such appointment shall become effective upon the filing of such instrument with the Trustee of either a certificate of appointment signed by any remaining Trustee(s), or by certificate of appointment signed by those Beneficiaries entitled to act thereon,

together with an acceptance in writing of the successor Trustee(s) so appointed. Upon compliance with the terms hereof, title to the Trust Property shall vest in any such succeeding Trustee jointly with the remaining Trustee or Trustees, if any, without the necessity of any sale, transfer, assignment or conveyance. Any succeeding or additional Trustee shall have all the rights, powers, authority and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish a bond.

X. Except as otherwise herein provided, every act or thing done and every power exercised or obligation incurred by the Trustee in the administration of this Trust or in connection with any business property or concerns of this Trust, whether ostensibly in his own name or in his capacity as Trustee, shall be done, exercised or incurred by him as a Trustee and not as an individual. Every person contracting or dealing with the Trustee, or having any debt, claim or judgment against the Trustee shall look only to the funds and property of this Trust for payment or satisfaction. No Trustee, Beneficiary, agent, employee or representative of this Trust shall ever be personally liable for or on account of any contract, debt, tort, claim, damage, judgment or decree arising out of or in connection with the Trust Property or the conduct of the business of this Trust. A stipulation or notice to the aforesaid may be inserted in any contract or instrument executed by the Trustee or the agents of the Trustee, but the omission of such stipulation or notice shall not be construed as a waiver of the foregoing provision, and such omission shall not render the Trustee or his agents personally liable. Reference to this Trust shall be deemed to incorporate the terms of this Trust into the document in which said reference appears. Notwithstanding the foregoing, however, the restrictions contained within this Article X shall not apply to any written agreement or obligation wherein the written signature of the Trustee involved appears immediately above or next to the word "individually".

XI. This Trust may be terminated at any time by those who own all of the Beneficial Interests hereunder by notice in writing to the Trustee, and this Trust shall terminate in any event twenty (20) years after the death, or dissolution, if the last survivor named on the Schedule of Beneficial Interests attached hereto is a corporation or other similar such entity the legal existence of which does not depend upon the lives of its individual members, of the last surviving original Beneficiary hereunder.

In case of any such termination, the Trustee shall set over, assign, transfer and convey the entire Trust Property, subject to any leases, mortgages, contracts, or other encumbrances on the Trust Property, to the Beneficiaries as tenants in common in proportion to their Beneficial Interests, and free from all trusts, after first being duly indemnified by any outstanding obligation or liability.

XII. This Declaration of Trust may be amended from time to time only by a written instrument signed by any of the Trustees and those Beneficiaries holding all of the Beneficial Interests hereunder, but such amendment shall only be effective when a certificate of amendment signed and acknowledged by any one of the Trustees setting forth the terms of such amendment shall be filed with the Trustee. Notwithstanding anything herein contained to the contrary, no

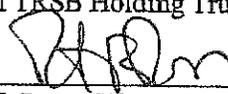
amendment may effect a reduction in Beneficial Interests unless signed by the Beneficiary whose interest is thereby reduced.

XIII. Reference to the "Trustee" and the "Beneficiaries" shall be taken to mean the singular or the plural where the context so permits and applicable facts require, and use of pronouns in the masculine shall include the feminine and the neuter where the applicable facts require same.

[Signatures and acknowledgments appear on the following page.]

EXECUTED as an instrument under seal as of this 8th day of August, 2012.

CM-RSB Corp., a Massachusetts corporation,
Trustee of TRSB Holding Trust

By: 
Peter F. Poras, Vice President & Treasurer

RESIDENCES OF SOUTH BROOKLINE - ZONING STUDY FOR WAIVER REQUESTS
 Brookline, MA
 Prepared By: Stantec Planning and Landscape Architecture

09.11.12

ZONING WEST

DISTRICT: S-7	REQUIRED	PROPOSED	WAIVER REQUIRED
Lot Size	7,000 SF	131,139 SF	N
Lot Width	65'	80'	N
Frontage	25'	149' INDEP. DRIVE	N
Minimum Yard			
Front	20'	17'	Y
Side	7.5'	14'	N
Rear	30'	12'	Y
Height	35' *	35'	N
Allowed Units	20	60	Y
FAR	0.35	0.58	Y
Use	Single Family	Multi-family	Y
Open Space			
Landscaped	10% of GFA: 7,611 SF	57,799 SF	N
Useable	None	45,808 SF	N

* Per Interpretation of Zoning Bylaws Section 5.01, Table of Dimensional Requirements

ZONING EAST

DISTRICT: M-0.5 & S-7	REQUIRED M-0.5	PROPOSED	REQUIRED S-7	PROPOSED	WAIVER REQUIRED
Lot Size	5,000 SF	106,540 SF	7,000 SF	168,110SF	N
Lot Width	NA	NA	65'	10.5'	Y
Frontage	20'	NA	25'	105.5' INDEP. DRIVE	N
Minimum Yard					
Front	15'	NA	20'	17'	Y
Side	10-H/10	NA	7.5'	4.5'	Y
Rear	30'	NA	30'	5.5'	Y
Height	35' *	35'	35' *	35'	N
Allowed Units	52.0	145	31	66	Y
FAR	0.50	1.64	0.35	0.53	Y
Use	Multi-family	Multi-family	Single Family	Multi-family	Y
Open Space					
Landscaped	10% of GFA: 17,440 SF	48,940 SF	10% of GFA: 8,944 SF	84,620 SF	N
Useable	30% of GFA: 31,962 SF	0 SF	None	68,071 SF	Y

* Per Interpretation of Zoning Bylaws Section 5.01, Table of Dimensional Requirements

Parking (Entire Site)	522 REQUIRED	446 PROPOSED	WAIVER REQUIRED
NCD (Entire Site)	General Waiver		

Bk 25555 Pg 59 #19061
03-03-2008 @ 11:40a

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY
William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

QUITCLAIM DEED

Hancock Village LLC, a Delaware limited liability company (the "Grantor"), for consideration paid of One and 00/100 Dollar (\$1.00) ~~and other good and valuable consideration~~, grants to Hancock Village I LLC, a Massachusetts limited liability company (the "Grantee"), having an address of c/o Chestnut Hill Realty Corp., 300 Independence Drive, Chestnut Hill, Massachusetts 02467, with QUITCLAIM COVENANTS, those certain Parcels of land with the buildings and improvements thereon, commonly known as Hancock Village I Apartments, consisting of five (5) parcels of registered and unregistered land (Parcels One, Two, Three, Five, Six and Seven), situated in Brookline, Norfolk County, and Boston (West Roxbury District), Suffolk County, Massachusetts, which parcels are more particularly described on the attached Exhibit A.

The aforesaid parcels are conveyed together with the benefit of and subject to all matters of record to the extent that the same are in force and applicable.

For Grantor's title, see Quitclaim Deed from CGP-HV, Inc., Trustee of Hancock Village Realty Trust, u/d/t dated December 11, 1985, and filed with the Suffolk County Registry District of the Land Court (the "Suffolk Land Court") as Document No. 402757, which Deed was dated December 30, 1997, and (i) filed with the Suffolk Land Court as Document No. 561099, (ii) filed with the Norfolk County Registry District of the Land Court (the "Norfolk Land Court") as Document No. 780368, and (iii) recorded with the Norfolk County Registry of Deeds (the "Norfolk Registry") in Book 12201, Page 470.

The consideration for this Quitclaim Deed, exclusive of any encumbrances remaining on the premises being conveyed herein, is less than One Hundred and 00/100 Dollars (\$100.00) and, therefore, no deed stamps are required to be affixed hereto.

[PAGE ENDS HERE - SIGNATURES ON THE NEXT PAGE]

Property Address: 21, 46 and 101 Independence Drive, and 471 VFW Parkway, Brookline, MA
and Independence Drive, Boston (West Roxbury District), MA

6

EXECUTED as a sealed instrument as of March 3, 2008.

HANCOCK VILLAGE LLC,
a Delaware limited liability company

By: CM-HV CORP.,
a Massachusetts corporation,
its Manager

By: *Peter F. Poras*
Peter F. Poras,
its President and Treasurer,
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 25th day of February, 2008, before me, the undersigned notary public, personally appeared Peter F. Poras, 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 to me that he signed it voluntarily for its stated purpose as President and Treasurer of CM-HV Corp., a Massachusetts corporation, as sole Manager of Hancock Village LLC, a Delaware limited liability company.

Deborah J. Dunlop
NOTARY PUBLIC

[Affix Notarial Seal]

Printed Name: Deborah J. Dunlop
My Commission Expires: 6/14/2013



DEBORAH J. DUNLOP
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 14, 2013

EXHIBIT A

PARCEL ONE (Brookline, Registered Land)

- SOUTHEASTERLY: by Independence Drive, One Thousand One Hundred Fifty-Seven and 15/100 (1,157.15) feet;
- SOUTHWESTERLY: by Parcel C as shown on the plan next hereinafter mentioned, being the line between the City of Boston and the Town of Brookline, One Thousand Two Hundred Thirty-Eight and 90/100 (1,238.90) feet;
- NORTHWESTERLY: by land now or formerly of the Town of Brookline, One Thousand Eighty-Six and 29/100 (1,086.29) feet;
- NORTHEASTERLY: by lands of sundry adjoining owners as shown on the plan hereinafter mentioned, One Thousand Sixty-Eight and 89/100 (1,068.89) feet;
- NORTHEASTERLY: again Fifteen (15) feet;
- NORTHWESTERLY: Four and 76/100 (4.76) feet by lines in said Independence Drive;
- EASTERLY: by land now or formerly of Samuel Einstein et al, One Hundred One and 13/100 (101.13) feet; and
- SOUTHWESTERLY: by a line crossing said Independence Drive, Sixty-Five (65) feet.

Said Parcel One is shown as Lot A on Land Court Plan No. 20164A as modified and approved by the Court and filed with the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 34486, for the Registry District of Norfolk County in Registration Book 173, Page 86.

PARCEL TWO (Brookline, Registered Land)

- NORTHWESTERLY: by Independence Drive, Nine Hundred Sixty-Three and 30/100 (963.30) feet;
- NORTHEASTERLY: by Lot 8 as shown on Land Court Plan No. 20164D, referred to below, Twenty-Five and 23/100 (25.23) feet;
- SOUTHEASTERLY: by land now or formerly of Samuel Einstein, et al, Thirty-Four and 9/100 (34.09) feet;

- NORTHEASTERLY: by said land of Einstein, Seventy-Three and 4/100 (73.04) feet;
- NORTHEASTERLY,
SOUTHEASTERLY,
NORTHEASTERLY and
NORTHWESTERLY: by Lot 11 as shown on Land Court Plan No. 20164D, referred to below, in four courses measuring respectively Forty-Seven and 46/100 (47.46) feet, Forty-Seven and 25/100 (47.25) feet, Sixty (60.0) feet, and Fifty-Nine and 30/100 (59.30) feet;
- NORTHEASTERLY: by lands of sundry adjoining landowners as shown on Land Court Plan No. 20164D, referred to below, One Thousand Four Hundred Seventy-Eight and 90/100 (1,478.90) feet;
- SOUTHEASTERLY: by the northwesterly line of Veterans of Foreign Wars Parkway, Two Hundred Sixty-Eight and 83/100 (268.83) feet; and
- SOUTHWESTERLY: by Lot 5 as shown on Land Court Plan No. 20164C, being the line between the City of Boston and the Town of Brookline, One Thousand One Hundred Seventy-Two and 93/100 (1,172.93) feet.

Said Parcel Two is shown as Lot 7 on a plan drawn by Hayes Engineering, Inc., dated March 11, 1983, as approved and modified by the Land Court and filed in the Land Registration Office as Plan No. 20164D ("Land Court Plan No. 20164D") with Certificate of Title No. 116289.

PARCEL THREE (Boston, Registered Land)

- SOUTHWESTERLY: by Veterans of Foreign Wars Parkway, Five Hundred Seventy-Six and 8/100 (576.08) feet;
- WESTERLY: by Lot 6 as shown on Land Court Plan No. 20164C, referred to below, Forty-Eight and 52/100 (48.52) feet;
- NORTHERLY: by said Lot 6, Ten and 98/100 (10.98) feet;
- NORTHWESTERLY: by said Lot 6, Fourteen and 11/100 (14.11) feet;
- WESTERLY: by said Lot 6, One Hundred Eight and 90/100 (108.90) feet;
- SOUTHERLY: by said Lot 6, Fifty-Six and 82/100 (56.82) feet;
- WESTERLY: by said Lot 6, Five (5.00) feet;
- SOUTHERLY: by said Lot 6, Forty-Six and 26/100 (46.26) feet;

- WESTERLY: by said Lot 6, One Hundred Twenty-Three and 78/100 (123.78) feet;
- SOUTHERLY: by said Lot 6, Three Hundred Seventy-Five and 99/100 (375.99) feet;
- NORTHWESTERLY: by Independence Drive, Five Hundred and 69/100 (500.69) feet; and
- NORTHEASTERLY: by Lot 7 as shown on Land Court Plan No. 20164D, being the line between the City of Boston and the Town of Brookline, One Thousand One Hundred Seventy-Two and 54/100 (1,172.54) feet.

Said Parcel Three is shown as Lot 5 on a plan drawn by Hayes Engineering, Inc. dated January 8, 1980, as modified and approved by the Land Court and filed with the Land Registration Office as Plan No. 20164C ("Land Court Plan No. 20164C").

PARCEL FIVE (Brookline, Unregistered Land)

A parcel of land shown as Lot U-4 on a plan of land entitled "Subdivision Plan of Land in Brookline, Mass." by Hayes Engineering, Inc., dated March 11, 1983, recorded with Norfolk County Registry of Deeds as Plan No. 378 of 1983, in Plan Book 302, and bounded and described according to said plan as follows:

- NORTHWESTERLY: by Lot R-4A (also being Lot 7 as shown on Land Court Plan No. 20164D), Thirty-Four and 9/100 (34.09) feet;
- NORTHEASTERLY: by Lot U-3A, as shown on said plan, Sixty-Two and 83/100 (62.83) feet; and
- SOUTHWESTERLY: by said Lot R-4A, Seventy-Three and 4/100 (73.04) feet.

PARCEL SIX (Brookline, Registered Land)

- SOUTHWESTERLY: Two Hundred Seventy-One and 37/100 (271.37) feet;
- WESTERLY: One Hundred Eighty-Four and 15/100 (184.15) feet, by land now or formerly of Bonelli Adams Co.; and
- NORTHEASTERLY: by lots numbered 21 to 27, inclusive, shown on the plan hereinafter referred to, Four Hundred Twenty-Five and 79/100 (425.79) feet.

The above-described land is shown as Lot A on plan numbered 10950D, Sheet 6, filed in Norfolk County Registry District of the Land Court with Certificate of Title No. 10931, Vol. 55, the same

Parcel One

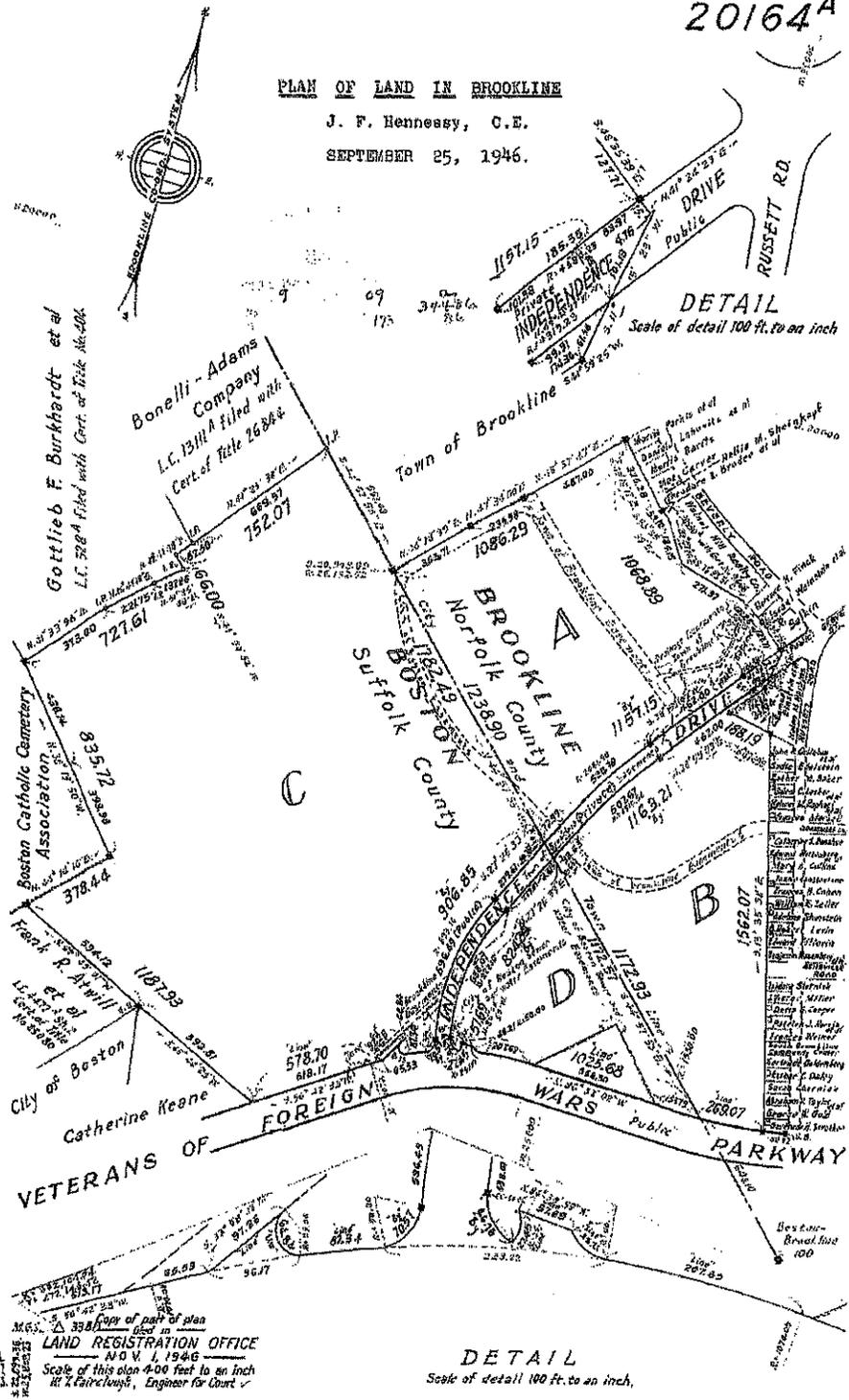
A subdivision pl of lot B as filed with Cert. No. 16229, 124222 (b)

20164A

PLAN OF LAND IN BROOKLINE

J. F. Hennessy, C.E.

SEPTEMBER 25, 1946.



Scale of this plan 4-00 feet to an inch
R. J. Fairclough, Engineer for Court

DETAIL
Scale of detail 100 ft. to an inch.

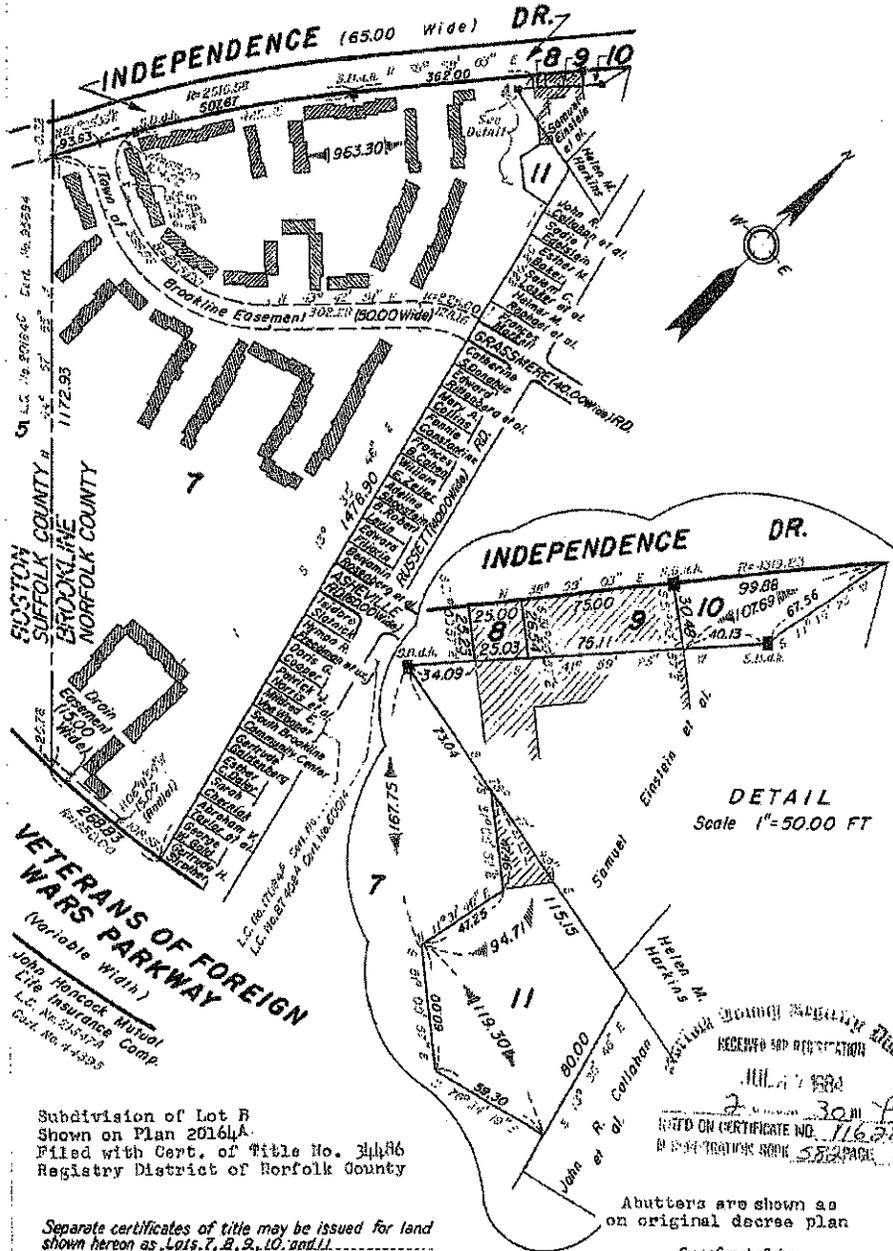
Parcel Two

SUBDIVISION PLAN OF LAND IN BROOKLINE

Hayes Engineering Inc., Surveyors

March 11, 1983

20164D



DETAIL Scale 1"=50.00 FT

VETERANS OF FOREIGN WARS PARKWAY
 (Variable width)
 John Hancock Mutual Life Insurance Comp. Dist. No. 14335

Subdivision of Lot B
 Shown on Plan 20164A
 Filed with Cert. of Title No. 34486
 Registry District of Norfolk County

Separate certificates of title may be issued for land shown hereon as Lots 7, 8, 9, 10, and 11 by the Court.

MAY 4, 1983
James T. Mahoney
 Deputy Recorder

RECEIVED AND REGISTERED
 JUL 17 1983
 FILED ON CERTIFICATE NO. 116389
 2 30 11
 58 PAGE 88

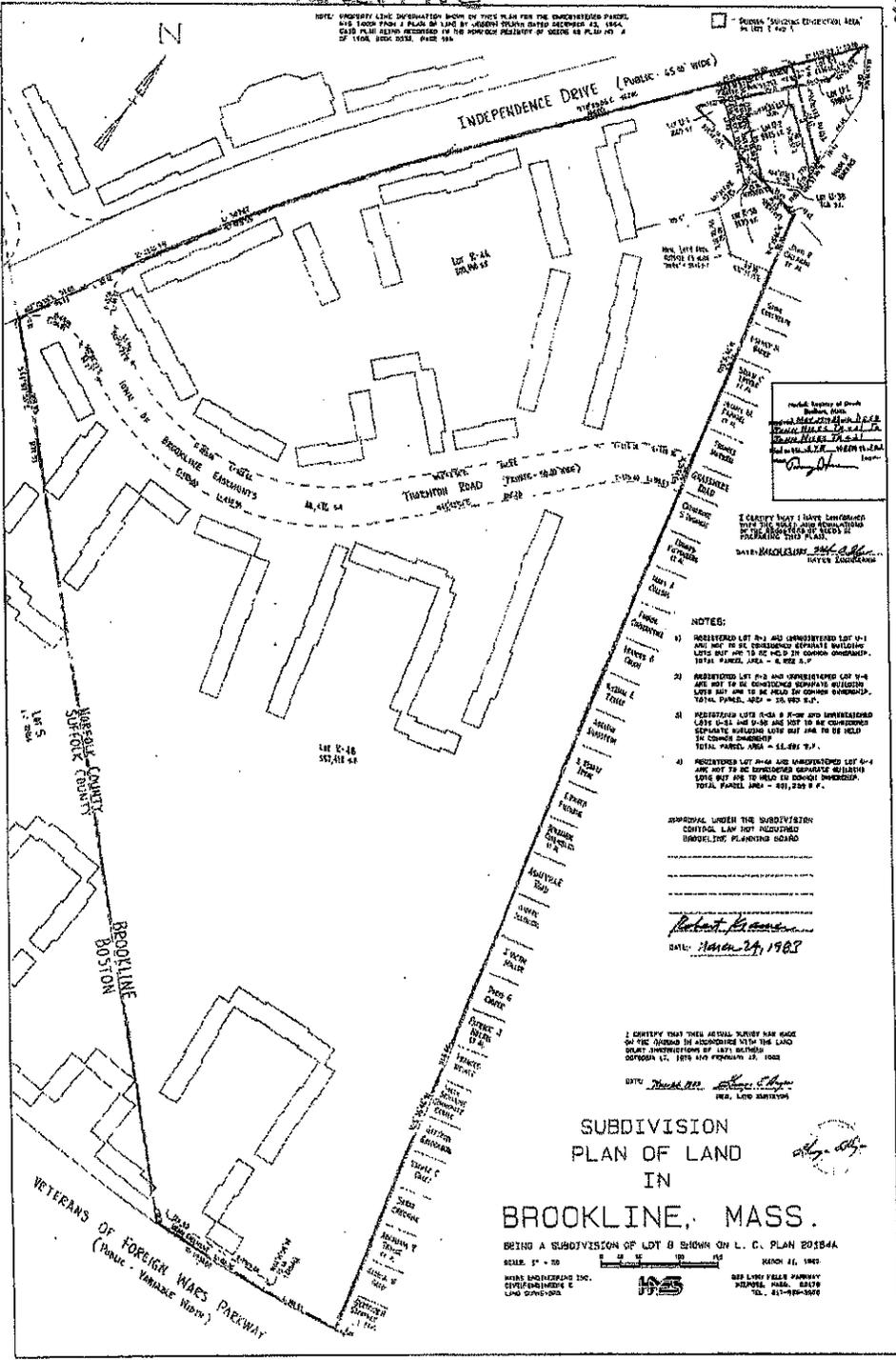
Abutters are shown as on original decree plan

Copy of part of plan filed in
LAND REGISTRATION OFFICE
 MAY 4, 1983
 Scale of this plan 200 feet to an inch
 Louis A. Moore, Engineer for Court

Parcel Five

NOTE: PROPERTY LINE INFORMATION SHOWN BY THIS PLAN FOR THE SUBDIVISION PLOTS, WAS TAKEN FROM A PLAN OF LAND BY JOSEPH WELSH DATED DECEMBER 23, 1964. THIS PLAN BEING REFERRED TO IN THE APPROVAL PROVISION OF SECTION 24, CHAPTER 40A OF THE MASS. GEN. STAT., CHAPTER 90A.

□ DESIGNATED EDUCATION AREA
BY L. C. PLAN 2



Small rectangular stamp or signature block with illegible text.

I CERTIFY THAT I HAVE CONDUCTED THIS SURVEY AND THE RESULTS THEREOF ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
DATE: MARCH 24, 1988
ROBERT KRANE

- NOTES:
- 1) REDESIGNED LOT 2-1 AND UNDESIGNED LOT 2-1 ARE NOT TO BE CONSIDERED SEPARATE BUILDING LOTS BUT ARE TO BE HELD IN COMMON OWNERSHIP. TOTAL PARCEL AREA = 4,902 S.F.
 - 2) REDESIGNED LOT 2-2 AND UNDESIGNED LOT 2-2 ARE NOT TO BE CONSIDERED SEPARATE BUILDING LOTS BUT ARE TO BE HELD IN COMMON OWNERSHIP. TOTAL PARCEL AREA = 18,950 S.F.
 - 3) REDESIGNED LOTS 2-3A & 2-3B AND UNDESIGNED LOTS 2-3A AND 2-3B ARE NOT TO BE CONSIDERED SEPARATE BUILDING LOTS BUT ARE TO BE HELD IN COMMON OWNERSHIP. TOTAL PARCEL AREA = 11,881 S.F.
 - 4) REDESIGNED LOT 2-4 AND UNDESIGNED LOT 2-4 ARE NOT TO BE CONSIDERED SEPARATE BUILDING LOTS BUT ARE TO BE HELD IN COMMON OWNERSHIP. TOTAL PARCEL AREA = 421,209 S.F.

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED BY BROOKLINE PLANNING BOARD

Robert Krane
DATE: March 24, 1988

I CERTIFY THAT THIS ACTUAL SURVEY WAS MADE ON THE GROUND IN ACCORDANCE WITH THE LAND SURVEYING STATUTES OF MASSACHUSETTS, CHAPTER 270A, SECTION 17, 18 AND 19, AND CHAPTER 270B, SECTION 17.

DATE: March 24, 1988
ROBERT KRANE
SURVEYOR

SUBDIVISION PLAN OF LAND IN BROOKLINE, MASS.

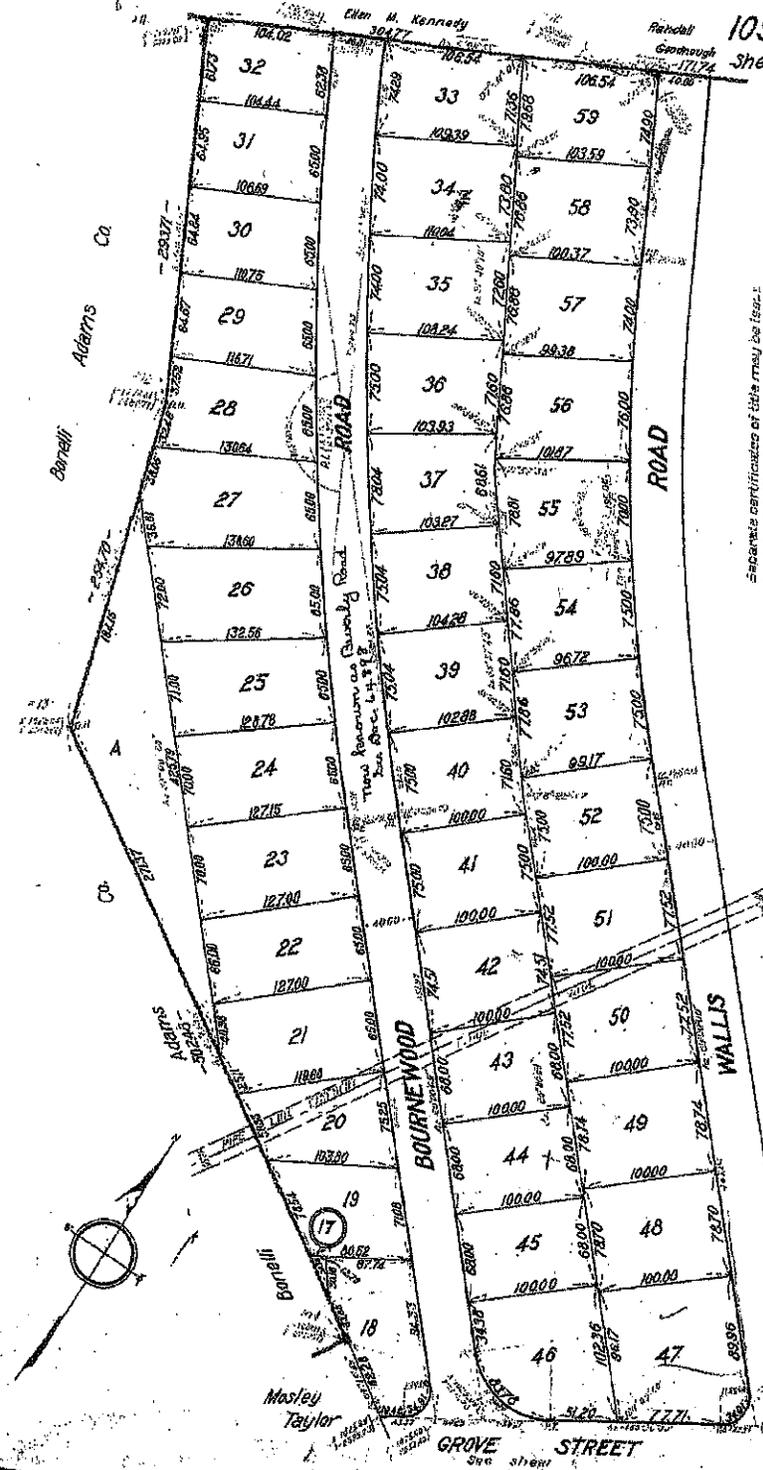
BEING A SUBDIVISION OF LOT 8 SHOWN ON L. C. PLAN 205B44.
SCALE: 1" = 50'
MARCH 24, 1988
ROBERT KRANE INC.
1000 STATE STREET
BOSTON, MASS. 02108
TEL. 617-552-5000



Parcel Six

A sub-division plan of lots 17 to 32 incl. as filed with the office, 17936
 lot 46 as filed with cert. 30931.
 lot 50 as filed with cert. 32216.
 See letter on file

10950^D
 Sheet 8.



Separate certification of title may be filed for lots A & B if 17 to 32 incl. as shown hereon by the County of Adams, Pa. DEC. 14, 1922.

J. H. ...
 Recorder

GROVE STREET
 See sheet

RESIDENCES OF SOUTH BROOKLINE - LAND LEASE AREA
Scale: 1" = 300'-0"

STANTEC PLANNING AND LANDSCAPE ARCHITECTURE
August 06, 2012

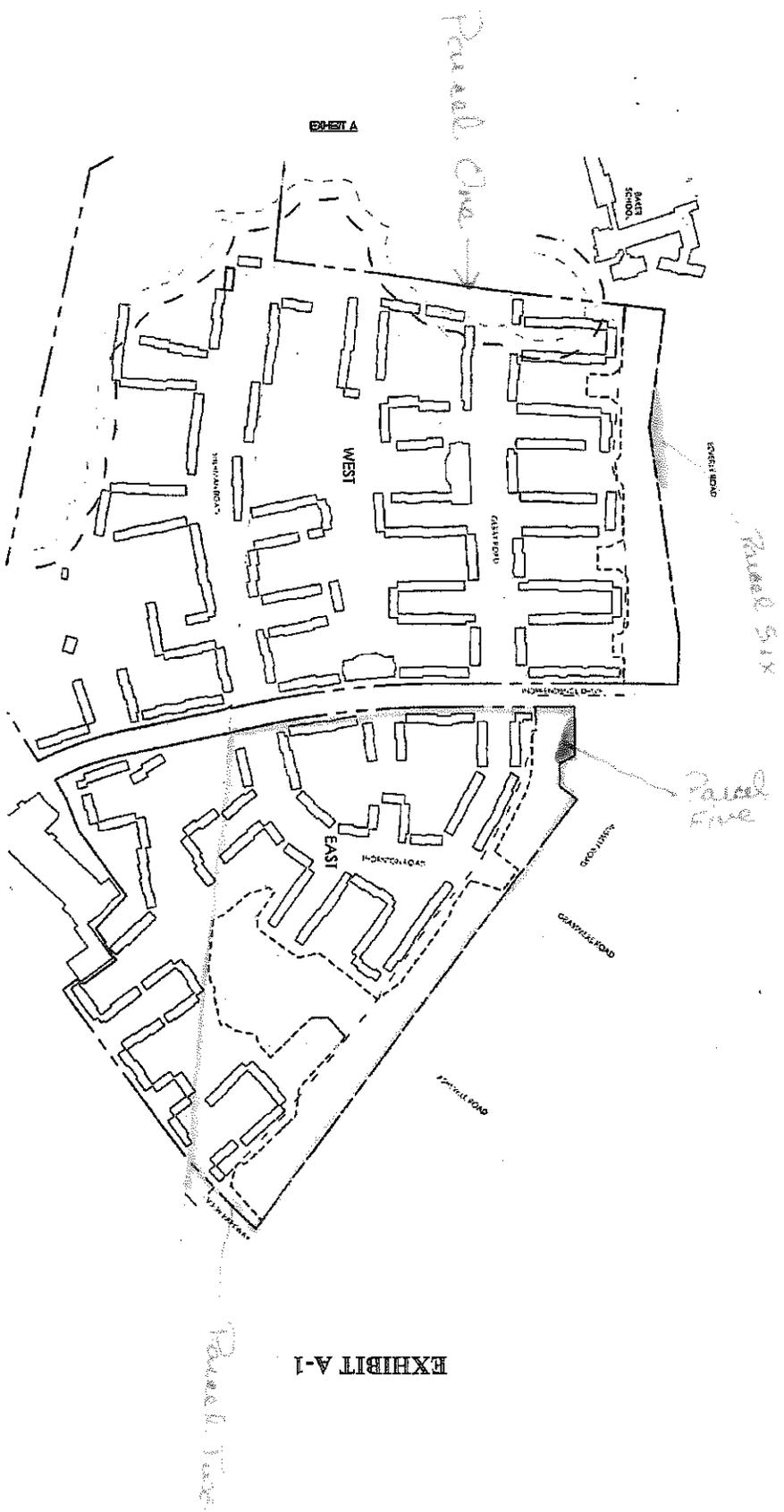


EXHIBIT A-1

Bk 25555 Pg 59 #19061
03-03-2008 @ 11:40a

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA
CERTIFY
William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

QUITCLAIM DEED

Hancock Village LLC, a Delaware limited liability company (the "Grantor"), for consideration paid of One and 00/100 Dollar (\$1.00) ~~and other good and valuable consideration~~, grants to Hancock Village I LLC, a Massachusetts limited liability company (the "Grantee"), having an address of c/o Chestnut Hill Realty Corp., 300 Independence Drive, Chestnut Hill, Massachusetts 02467, with QUITCLAIM COVENANTS, those certain Parcels of land with the buildings and improvements thereon, commonly known as Hancock Village I Apartments, consisting of five (5) parcels of registered and unregistered land (Parcels One, Two, Three, Five, Six and Seven), situated in Brookline, Norfolk County, and Boston (West Roxbury District), Suffolk County, Massachusetts, which parcels are more particularly described on the attached Exhibit A.

The aforesaid parcels are conveyed together with the benefit of and subject to all matters of record to the extent that the same are in force and applicable.

For Grantor's title, see Quitclaim Deed from CGP-HV, Inc., Trustee of Hancock Village Realty Trust, w/d/t dated December 11, 1985, and filed with the Suffolk County Registry District of the Land Court (the "Suffolk Land Court") as Document No. 402757, which Deed was dated December 30, 1997, and (i) filed with the Suffolk Land Court as Document No. 561099, (ii) filed with the Norfolk County Registry District of the Land Court (the "Norfolk Land Court") as Document No. 780368, and (iii) recorded with the Norfolk County Registry of Deeds (the "Norfolk Registry") in Book 12201, Page 470.

The consideration for this Quitclaim Deed, exclusive of any encumbrances remaining on the premises being conveyed herein, is less than One Hundred and 00/100 Dollars (\$100.00) and, therefore, no deed stamps are required to be affixed hereto.

[PAGE ENDS HERE - SIGNATURES ON THE NEXT PAGE]

Property Address: 21, 46 and 101 Independence Drive, and 471 VFW Parkway, Brookline, MA
and Independence Drive, Boston (West Roxbury District), MA

EXECUTED as a sealed instrument as of March 3, 2008.

HANCOCK VILLAGE LLC,
a Delaware limited liability company

By: CM-HV CORP.,
a Massachusetts corporation,
its Manager

By: *Peter F. Poras*
Peter F. Poras,
its President and Treasurer,
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 25th day of February, 2008, before me, the undersigned notary public, personally appeared Peter F. Poras, 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 to me that he signed it voluntarily for its stated purpose as President and Treasurer of CM-HV Corp., a Massachusetts corporation, as sole Manager of Hancock Village LLC, a Delaware limited liability company.

Deborah J. Dunlop
NOTARY PUBLIC

[Affix Notorial Seal]

Printed Name: Deborah J. Dunlop
My Commission Expires: 6/14/2013

 DEBORAH J. DUNLOP
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 14, 2013

EXHIBIT A**PARCEL ONE (Brookline, Registered Land)**

- SOUTHEASTERLY: by Independence Drive, One Thousand One Hundred Fifty-Seven and 15/100 (1,157.15) feet;
- SOUTHWESTERLY: by Parcel C as shown on the plan next hereinafter mentioned, being the line between the City of Boston and the Town of Brookline, One Thousand Two Hundred Thirty-Eight and 90/100 (1,238.90) feet;
- NORTHWESTERLY: by land now or formerly of the Town of Brookline, One Thousand Eighty-Six and 29/100 (1,086.29) feet;
- NORTHEASTERLY: by lands of sundry adjoining owners as shown on the plan hereinafter mentioned, One Thousand Sixty-Eight and 89/100 (1,068.89) feet;
- NORTHEASTERLY: again Fifteen (15) feet;
- NORTHWESTERLY: Four and 76/100 (4.76) feet by lines in said Independence Drive;
- EASTERLY: by land now or formerly of Samuel Einstein et al, One Hundred One and 13/100 (101.13) feet; and
- SOUTHWESTERLY: by a line crossing said Independence Drive, Sixty-Five (65) feet.

Said Parcel One is shown as Lot A on Land Court Plan No. 20164A as modified and approved by the Court and filed with the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 34486, for the Registry District of Norfolk County in Registration Book 173, Page 86.

PARCEL TWO (Brookline, Registered Land)

- NORTHWESTERLY: by Independence Drive, Nine Hundred Sixty-Three and 30/100 (963.30) feet;
- NORTHEASTERLY: by Lot 8 as shown on Land Court Plan No. 20164D, referred to below, Twenty-Five and 23/100 (25.23) feet;
- SOUTHEASTERLY: by land now or formerly of Samuel Einstein, et al, Thirty-Four and 9/100 (34.09) feet;

- NORTHEASTERLY: by said land of Einstein, Seventy-Three and 4/100 (73.04) feet;
- NORTHEASTERLY,
SOUTHEASTERLY,
NORTHEASTERLY and
NORTHWESTERLY: by Lot 11 as shown on Land Court Plan No. 20164D, referred to below, in four courses measuring respectively Forty-Seven and 46/100 (47.46) feet, Forty-Seven and 25/100 (47.25) feet, Sixty (60.0) feet, and Fifty-Nine and 30/100 (59.30) feet;
- NORTHEASTERLY: by lands of sundry adjoining landowners as shown on Land Court Plan No. 20164D, referred to below, One Thousand Four Hundred Seventy-Eight and 90/100 (1,478.90) feet;
- SOUTHEASTERLY: by the northwesterly line of Veterans of Foreign Wars Parkway, Two Hundred Sixty-Eight and 83/100 (268.83) feet; and
- SOUTHWESTERLY: by Lot 5 as shown on Land Court Plan No. 20164C, being the line between the City of Boston and the Town of Brookline, One Thousand One Hundred Seventy-Two and 93/100 (1,172.93) feet.

Said Parcel Two is shown as Lot 7 on a plan drawn by Hayes Engineering, Inc., dated March 11, 1983, as approved and modified by the Land Court and filed in the Land Registration Office as Plan No. 20164D ("**Land Court Plan No. 20164D**") with Certificate of Title No. 116289.

PARCEL THREE (Boston, Registered Land)

- SOUTHWESTERLY: by Veterans of Foreign Wars Parkway, Five Hundred Seventy-Six and 8/100 (576.08) feet;
- WESTERLY: by Lot 6 as shown on Land Court Plan No. 20164C, referred to below, Forty-Eight and 52/100 (48.52) feet;
- NORTHERLY: by said Lot 6, Ten and 98/100 (10.98) feet;
- NORTHWESTERLY: by said Lot 6, Fourteen and 11/100 (14.11) feet;
- WESTERLY: by said Lot 6, One Hundred Eight and 90/100 (108.90) feet;
- SOUTHERLY: by said Lot 6, Fifty-Six and 82/100 (56.82) feet;
- WESTERLY: by said Lot 6, Five (5.00) feet;
- SOUTHERLY: by said Lot 6, Forty-Six and 26/100 (46.26) feet;

- WESTERLY: by said Lot 6, One Hundred Twenty-Three and 78/100 (123.78) feet;
- SOUTHERLY: by said Lot 6, Three Hundred Seventy-Five and 99/100 (375.99) feet;
- NORTHWESTERLY: by Independence Drive, Five Hundred and 69/100 (500.69) feet; and
- NORTHEASTERLY: by Lot 7 as shown on Land Court Plan No. 20164D, being the line between the City of Boston and the Town of Brookline, One Thousand One Hundred Seventy-Two and 54/100 (1,172.54) feet.

Said Parcel Three is shown as Lot 5 on a plan drawn by Hayes Engineering, Inc. dated January 8, 1980, as modified and approved by the Land Court and filed with the Land Registration Office as Plan No. 20164C ("Land Court Plan No. 20164C").

PARCEL FIVE (Brookline, Unregistered Land)

A parcel of land shown as Lot U-4 on a plan of land entitled "Subdivision Plan of Land in Brookline, Mass." by Hayes Engineering, Inc., dated March 11, 1983, recorded with Norfolk County Registry of Deeds as Plan No. 378 of 1983, in Plan Book 302, and bounded and described according to said plan as follows:

- NORTHWESTERLY: by Lot R-4A (also being Lot 7 as shown on Land Court Plan No. 20164D), Thirty-Four and 9/100 (34.09) feet;
- NORTHEASTERLY: by Lot U-3A, as shown on said plan, Sixty-Two and 83/100 (62.83) feet; and
- SOUTHWESTERLY: by said Lot R-4A, Seventy-Three and 4/100 (73.04) feet.

PARCEL SIX (Brookline, Registered Land)

- SOUTHWESTERLY: Two Hundred Seventy-One and 37/100 (271.37) feet;
- WESTERLY: One Hundred Eighty-Four and 15/100 (184.15) feet, by land now or formerly of Bonelli Adams Co.; and
- NORTHEASTERLY: by lots numbered 21 to 27, inclusive, shown on the plan hereinafter referred to, Four Hundred Twenty-Five and 79/100 (425.79) feet.

The above-described land is shown as Lot A on plan numbered 10950D, Sheet 6, filed in Norfolk County Registry District of the Land Court with Certificate of Title No. 10931, Vol. 55, the same

being compiled from a plan drawn by Henry C. Sheils, Surveyor, dated Jan. 1927, and additional data on file in the Land Registration Office, all as modified and approved by the Court, and all of said boundaries are determined by the Court to be located as shown on said first mentioned plan.

PARCEL SEVEN (Boston, Registered Land)

A leasehold interest in two (2) basement rooms located at the premises now known and numbered 284 Independence Drive, Boston, MA and being a portion of the premises described in Certificate of Title No. 99304, created by a certain lease by and between Edward E. Zuker, Trustee of Westbrook Village Realty Trust, as Landlord, and Edward E. Zuker, Trustee of Hancock Village Realty Trust, as Tenant, dated August 1, 1989, a Notice of which is dated August 18, 1989, and is filed and registered in the Suffolk County Registry District of the Land Court on August 21, 1989 as Document Number 455347.

APPURTENANT RIGHTS:

Together with the appurtenant rights created under that certain Cross Easement Agreement between Edward E. Zuker and Hawood SC Corp., Trustees of Westbrook Village Realty Trust, and Edward E. Zuker, Trustee of Hancock Village Realty Trust, dated, August 25, 1992, filed with the Suffolk County Registry District of the Land Court as Document No. 489914.

Together with the appurtenant rights created under that certain Amendment of Easement between Independence Drive Limited Partnership and Edward E. Zuker, Trustee of Hancock Village Realty Trust, dated December 15, 1995, filed with the Suffolk County Registry District of the Land Court as Document No. 534918.

Together with the appurtenant rights created under that certain Reciprocal Easement and Maintenance Agreement between Hancock Village I LLC and Hancock Village II LLC dated March 3, 2008, recorded with Norfolk County Registry of Deeds herewith, and filed with Norfolk County Registry District of the Land Court herewith, and filed with Suffolk County Registry District of the Land Court herewith.

QUITCLAIM DEED

Hancock Village LLC, a Delaware limited liability company (the "Grantor"), for consideration paid of One and 00/100 Dollar (\$1.00) ~~and other good and valuable consideration~~, grants to Hancock Village I LLC, a Massachusetts limited liability company (the "Grantee"), having an address of c/o Chestnut Hill Realty Corp., 300 Independence Drive, Chestnut Hill, Massachusetts 02467, with QUITCLAIM COVENANTS, those certain Parcels of land with the buildings and improvements thereon, commonly known as Hancock Village I Apartments, consisting of five (5) parcels of registered and unregistered land (Parcels One, Two, Three, Five, Six and Seven), situated in Brookline, Norfolk County, and Boston (West Roxbury District), Suffolk County, Massachusetts, which parcels are more particularly described on the attached Exhibit A.

The aforesaid parcels are conveyed together with the benefit of and subject to all matters of record to the extent that the same are in force and applicable.

For Grantor's title, see Quitclaim Deed from CGP-HV, Inc., Trustee of Hancock Village Realty Trust, w/d/t dated December 11, 1985, and filed with the Suffolk County Registry District of the Land Court (the "Suffolk Land Court") as Document No. 402757, which Deed was dated December 30, 1997, and (i) filed with the Suffolk Land Court as Document No. 561099, (ii) filed with the Norfolk County Registry District of the Land Court (the "Norfolk Land Court") as Document No. 780368, and (iii) recorded with the Norfolk County Registry of Deeds (the "Norfolk Registry") in Book 12201, Page 470.

The consideration for this Quitclaim Deed, exclusive of any encumbrances remaining on the premises being conveyed herein, is less than One Hundred and 00/100 Dollars (\$100.00) and, therefore, no deed stamps are required to be affixed hereto.

[PAGE ENDS HERE - SIGNATURES ON THE NEXT PAGE]

Property Address: 21, 46 and 101 Independence Drive, and 471 VFW Parkway, Brookline, MA and Independence Drive, Boston (West Roxbury District), MA

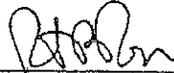
SEP RECDGS
AC 2 FEB

Parcel 5 should be
Norfolk unreg.

EXECUTED as a sealed instrument as of March 3, 2008.

HANCOCK VILLAGE LLC,
a Delaware limited liability company

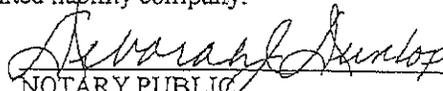
By: CM-HV CORP.,
a Massachusetts corporation,
its Manager

By: 
Peter F. Poras,
its President and Treasurer,
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 25th day of February, 2008, before me, the undersigned notary public, personally appeared Peter F. Poras, 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 to me that he signed it voluntarily for its stated purpose as President and Treasurer of CM-HV Corp., a Massachusetts corporation, as sole Manager of Hancock Village LLC, a Delaware limited liability company.


NOTARY PUBLIC

[Affix Notarial Seal]

Printed Name: Deborah J. Dunlop
My Commission Expires: 6/14/2013



DEBORAH J. DUNLOP
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 14, 2013

EXHIBIT A

PARCEL ONE (Brookline, Registered Land) ✓

- SOUTHEASTERLY: by Independence Drive, One Thousand One Hundred Fifty-Seven and 15/100 (1,157.15) feet;
- SOUTHWESTERLY: by Parcel C as shown on the plan next hereinafter mentioned, being the line between the City of Boston and the Town of Brookline, One Thousand Two Hundred Thirty-Eight and 90/100 (1,238.90) feet;
- NORTHWESTERLY: by land now or formerly of the Town of Brookline, One Thousand Eighty-Six and 29/100 (1,086.29) feet;
- NORTHEASTERLY: by lands of sundry adjoining owners as shown on the plan hereinafter mentioned, One Thousand Sixty-Eight and 89/100 (1,068.89) feet;
- NORTHEASTERLY: again Fifteen (15) feet;
- NORTHWESTERLY: Four and 76/100 (4.76) feet by lines in said Independence Drive;
- EASTERLY: by land now or formerly of Samuel Einstein et al, One Hundred One and 13/100 (101.13) feet; and
- SOUTHWESTERLY: by a line crossing said Independence Drive, Sixty-Five (65) feet.

Said Parcel One is shown as Lot A on Land Court Plan No. 20164A as modified and approved by the Court and filed with the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 34486, for the Registry District of Norfolk County in Registration Book 173, Page 86.

PARCEL TWO (Brookline, Registered Land) ✓

- NORTHWESTERLY: by Independence Drive, Nine Hundred Sixty-Three and 30/100 (963.30) feet;
- NORTHEASTERLY: by Lot 8 as shown on Land Court Plan No. 20164D, referred to below, Twenty-Five and 23/100 (25.23) feet;
- SOUTHEASTERLY: by land now or formerly of Samuel Einstein, et al, Thirty-Four and 9/100 (34.09) feet;

NORTHEASTERLY: by said land of Einstein, Seventy-Three and 4/100 (73.04) feet;

NORTHEASTERLY,
SOUTHEASTERLY,
NORTHEASTERLY and
NORTHWESTERLY: by Lot 11 as shown on Land Court Plan No. 20164D, referred to below, in four courses measuring respectively Forty-Seven and 46/100 (47.46) feet, Forty-Seven and 25/100 (47.25) feet, Sixty (60.0) feet, and Fifty-Nine and 30/100 (59.30) feet;

NORTHEASTERLY: by lands of sundry adjoining landowners as shown on Land Court Plan No. 20164D, referred to below, One Thousand Four Hundred Seventy-Eight and 90/100 (1,478.90) feet;

SOUTHEASTERLY: by the northwesterly line of Veterans of Foreign Wars Parkway, Two Hundred Sixty-Eight and 83/100 (268.83) feet; and

SOUTHWESTERLY: by Lot 5 as shown on Land Court Plan No. 20164C, being the line between the City of Boston and the Town of Brookline, One Thousand One Hundred Seventy-Two and 93/100 (1,172.93) feet.

Said Parcel Two is shown as Lot 7 on a plan drawn by Hayes Engineering, Inc., dated March 11, 1983, as approved and modified by the Land Court and filed in the Land Registration Office as Plan No. 20164D ("Land Court Plan No. 20164D") with Certificate of Title No. 116289.

PARCEL THREE (Boston, Registered Land)

SOUTHWESTERLY: by Veterans of Foreign Wars Parkway, Five Hundred Seventy-Six and 8/100 (576.08) feet;

WESTERLY: by Lot 6 as shown on Land Court Plan No. 20164C, referred to below, Forty-Eight and 52/100 (48.52) feet;

NORTHERLY: by said Lot 6, Ten and 98/100 (10.98) feet;

NORTHWESTERLY: by said Lot 6, Fourteen and 11/100 (14.11) feet;

WESTERLY: by said Lot 6, One Hundred Eight and 90/100 (108.90) feet;

SOUTHERLY: by said Lot 6, Fifty-Six and 82/100 (56.82) feet;

WESTERLY: by said Lot 6, Five (5.00) feet;

SOUTHERLY: by said Lot 6, Forty-Six and 26/100 (46.26) feet;

WESTERLY: by said Lot 6, One Hundred Twenty-Three and 78/100 (123.78) feet;

SOUTHERLY: by said Lot 6, Three Hundred Seventy-Five and 99/100 (375.99) feet;

NORTHWESTERLY: by Independence Drive, Five Hundred and 69/100 (500.69) feet; and

NORTHEASTERLY: by Lot 7 as shown on Land Court Plan No. 20164D, being the line between the City of Boston and the Town of Brookline, One Thousand One Hundred Seventy-Two and 54/100 (1,172.54) feet.

Said Parcel Three is shown as Lot 5 on a plan drawn by Hayes Engineering, Inc. dated January 8, 1980, as modified and approved by the Land Court and filed with the Land Registration Office as Plan No. 20164C ("Land Court Plan No. 20164C").

PARCEL FIVE (Brookline, Unregistered Land)

A parcel of land shown as Lot U-4 on a plan of land entitled "Subdivision Plan of Land in Brookline, Mass." by Hayes Engineering, Inc., dated March 11, 1983, recorded with Norfolk County Registry of Deeds as Plan No. 378 of 1983, in Plan Book 302, and bounded and described according to said plan as follows:

NORTHWESTERLY: by Lot R-4A (also being Lot 7 as shown on Land Court Plan No. 20164D), Thirty-Four and 9/100 (34.09) feet;

NORTHEASTERLY: by Lot U-3A, as shown on said plan, Sixty-Two and 83/100 (62.83) feet; and

SOUTHWESTERLY: by said Lot R-4A, Seventy-Three and 4/100 (73.04) feet.

PARCEL SIX (Brookline, Registered Land) ✓

SOUTHWESTERLY: Two Hundred Seventy-One and 37/100 (271.37) feet;

WESTERLY: One Hundred Eighty-Four and 15/100 (184.15) feet, by land now or formerly of Bonelli Adams Co.; and

NORTHEASTERLY: by lots numbered 21 to 27, inclusive, shown on the plan hereinafter referred to, Four Hundred Twenty-Five and 79/100 (425.79) feet.

The above-described land is shown as Lot A on plan numbered 10950D, Sheet 6, filed in Norfolk County Registry District of the Land Court with Certificate of Title No. 10931, Vol. 55, the same

being compiled from a plan drawn by Henry C. Sheils, Surveyor, dated Jan. 1927, and additional data on file in the Land Registration Office, all as modified and approved by the Court, and all of said boundaries are determined by the Court to be located as shown on said first mentioned plan.

PARCEL SEVEN (Boston, Registered Land)

A leasehold interest in two (2) basement rooms located at the premises now known and numbered 284 Independence Drive, Boston, MA and being a portion of the premises described in Certificate of Title No. 99304, created by a certain lease by and between Edward E. Zuker, Trustee of Westbrook Village Realty Trust, as Landlord, and Edward E. Zuker, Trustee of Hancock Village Realty Trust, as Tenant, dated August 1, 1989, a Notice of which is dated August 18, 1989, and is filed and registered in the Suffolk County Registry District of the Land Court on August 21, 1989 as Document Number 455347.

APPURTENANT RIGHTS:

Together with the appurtenant rights created under that certain Cross Easement Agreement between Edward E. Zuker and Hawood SC Corp., Trustees of Westbrook Village Realty Trust, and Edward E. Zuker, Trustee of Hancock Village Realty Trust, dated, August 25, 1992, filed with the Suffolk County Registry District of the Land Court as Document No. 489914.

Together with the appurtenant rights created under that certain Amendment of Easement between Independence Drive Limited Partnership and Edward E. Zuker, Trustee of Hancock Village Realty Trust, dated December 15, 1995, filed with the Suffolk County Registry District of the Land Court as Document No. 534918.

Together with the appurtenant rights created under that certain Reciprocal Easement and Maintenance Agreement between Hancock Village I LLC and Hancock Village II LLC dated March 3, 2008, recorded with Norfolk County Registry of Deeds herewith, and filed with Norfolk County Registry District of the Land Court herewith, and filed with Suffolk County Registry District of the Land Court herewith.

The Residences of South Brookline, LLC
c/o Chestnut Hill Realty Corp.
300 Independence Drive
Chestnut Hill, MA 02467

October 25, 2012

Anthony E. Fracasso
Senior Vice President, Investment Banking
MassDevelopment
160 Federal Street, 7th Floor
Boston, MA 02110

Re: The Residences of South Brookline

Dear Mr. Fracasso:

Please be advised that with respect to a request from your counsel, we would like to advise you that the term of the Affordability Covenant will be the longer of:

1. The term agreed by the ZBA in its comprehensive permit;
2. 30 years (minimum period for units to be included on subsidized housing inventory); or
3. Minimum period required by bond financing terms.

Very truly yours,

The Residences of South Brookline, LLC

By: CM-RSB Corp.,
Its Manager

By: 
PETER F. PORETS
UPM TREASURER

Levin, Marc

From: Levin, Marc
Sent: Friday, September 14, 2012 4:24 PM
To: 'Anthony E. Fracasso (afracasso@massdevelopment.com)'
Subject: Supplemental Information
Attachments: Response to 8-29-12 Request for addt info_9_14_Noon_rev.w marchant edits.docx; Market Study v Proforma rents_9-14-2012.xlsx; PEL proforma Rent Roll.pdf; Initial Capital Budget updated 9-14-12.pdf; Zoning Study for Waiver Requests.pdf; Section-West.pdf; Section-East(2).pdf

Dear Tony,

In response to your August 29, 2012 email regarding questions/comments pertaining to the Residences of South Brookline Project Eligibility Letter application, I have attached our responses with exhibits that I hope will clarify each of those items. Included in the attachments is an updated Initial Capital Budget reflecting the few adjustments outlined in our responses. In addition, I have attached a Zoning Study for Waiver Requests and the Sections for both the East and West sides of the site that you requested.

Please note that in addition to the anticipated Dimensional Requirements Waiver Requests, we anticipate that there will be Waiver Requests including but not limited to procedural and fee requirements in the Zoning By-Laws, including Brookline's Chapter 40B requirements. A comprehensive listing of Waiver Requests will be submitted with the Comprehensive Permit application.

The additional legal documents that were requested by Teresa Patten were sent to her by our legal counsel, Gary Lilienthal, and were forwarded to you separately.

If you have any other questions/comments please feel free to contact me.

Sincerely,

Marc



Marc Levin
Director of Development
(617)323-8800
www.chestnuthillrealty.com

1. A. The General Contractor will be CHRC LLC. CHRC LLC is wholly owned by Edward Zuker*.
- B. The Property Manager will be Chestnut Hill Realty Corp. which is wholly owned by Edward Zuker*.
- C. Chestnut Hill Realty Corp. will also act as Lottery Agent and will hire a qualified Lottery Agent approved by MassDevelopment as a fee based consultant to train Chestnut Hill Realty Corp. staff on Chapter 40B lottery requirements.
- D. The Land Lessor, Hancock Village LLC is wholly owned by Edward Zuker*.

* For these purposes Edward Zuker means "All ownership interests are held by Edward Zuker and entities for the benefit of his children and grand children".

2. Construction loan interest has been recalculated based on an outstanding average loan balance of 50% of the \$58,614,832 construction loan amount at 5% annual interest for 16 months during construction and on an outstanding balance of 100% of the \$58,614,832 construction loan amount at 5% annual interest for 8 months during project rent up
3. General Requirements (6%), Builder's Overhead (2%) and Builder's Profit (6%) were included in the total Hard Cost budget of \$61,666,321. The allocations for these line items are consistent with Chapter 40B Guidelines for projects where there is a related General Contractor. An updated Initial Capital Budget is attached and now includes separate line items for these three cost categories. The total Hard Cost budget remains at \$61,666,321, including a 5% Hard Cost Contingency.
4. – 5. The breakdown below provides greater detail on the anticipated Legal, Consulting, and Monitoring Fee costs of the project including certain line items that appeared not to have been included but were in fact included within the Legal line item.

Legal, Consulting, and Monitoring Fees Line Item Breakdown:

40B Approval Process	\$250,000
Reserve for Potential Appeal Process	\$150,000
4% Tax Credit Syndication Legal Fees	\$50,000
Site Control, Contract Documents and Final Approval	\$75,000
Loan Closings (including Lender's Attorney)	\$75,000
Accounting and Cost Certification	\$35,000
Title and Recording	\$17,500
40B Advisor, Lottery and Communications Consultant	\$150,000
Monitoring Fees	<u>\$25,000</u>
Total:	\$827,000

This reduction in the Legal line item is included in the updated Initial Capital Budget.

6. Private equity: \$5 million of LIHTC equity and \$17,134,527 to be invested by Edward Zuker of which \$7,364,048 will be the waived Developer's Fee and Overhead line item leaving a Cash Equity requirement of \$9,770,479.
7. Our Rent -Up period of 8 months (see # 2 above) gets us to 75% occupancy enabling a permanent loan takeout. Although this Reserve may seem low, we have taken into consideration the positive Net Operating Income that will be generated during the Rent Up period.
8. Subsequent to the market study and following more detailed design work, some of the unit square footages changed slightly. The attached schedule groups the units into ranges to allow for an accurate comparison of unit square footage sizes and projected rents.
9. Attached please find spreadsheets that detail the estimated Gross Rental Income of \$7,820,766 of which \$203,700 is Other Income (Parking Income).

	Size (SF)	Market Study Rent	Application Rent *
Apt. building			
One BR	\$840-\$860	\$2,100	\$2,140
	\$860-\$920	\$2,150	\$2,280
	\$960-\$1,000	\$2,250	\$2,476
Two BR	\$1,025-\$1,145	\$2,700	\$2,662
	\$1,160-\$1,200	\$2,750	\$2,864
	\$1,285-\$1,310	\$2,850	\$3,148
3 Story buildings			
One BR	\$879	\$2,075	\$2,154
One BR loft	\$1,239	\$2,600	\$3,031
One BR den	\$1,047	\$2,300	N/A
Two BR	\$1,120-\$1,170	\$2,650	\$2,735
Two BR Loft	\$1,520-\$1,600	\$3,350	\$3,577
Three BR	\$1,359	\$3,500	\$3,058
Average \$/SF Rent		\$2.32	\$2.44 *

* The application rents represent an increase of approximately 5% over the current Market Study rents to reflect the projected market rents at the time of delivery in 2014.

INITIAL CAPITAL BUDGET (Updated 9/14/12)
(Estimated Sources and Uses of Funds)

FUNDING (SOURCES):

	Amount
MassDevelopment Tax-exempt Bond	\$58,570,000
MassDevelopment Taxable Bond	
Private Equity	17,134,527
Public Equity/Soft Debt	
Other - Tax Credit Equity	5,000,000
Other	
Total Sources	\$80,704,527

DEVELOPMENT COSTS (USES):

	Total Costs	Sq. Ft. Cost
Site Acquisition (N/A - Land Lease)	-	
Hard Costs:		
Site Preparation	\$6,189,944	\$18.65
Landscaping	750,000	2.26
Residential Construction	40,329,450	121.51
Garage Construction	4,248,000	12.80
Subtotal	51,517,394	155.22
General Requirements	3,091,044	9.31
Builder's Overhead	1,030,348	3.10
Builder's Profit	3,091,044	9.31
Subtotal	7,212,435	21.73
Hard Cost Before Contingency:	58,729,829	176.95
Hard Cost Contingency	2,936,491	8.85
Total Hard Costs:	61,666,321	185.80
Soft Costs:		
Architectural and Engineering	3,186,423	9.60
Surveys and Testing	15,000	0.05
Permits and Fees	828,483	2.50
Legal, Consulting, and Monitoring Fees	827,500	2.49
Insurance	184,999	0.56
Real Estate Taxes	250,000	0.75
Other - FF+E	357,000	1.08
Marketing and Rent Up	270,000	0.81
Construction Inspection Fee	12,000	0.04
Permanent Financing Fee	790,698	2.38
Construction Loan Fee	292,851	0.88
Construction Loan Interest	3,912,816	11.79
Subtotal Soft Costs:	10,927,770	32.92
Soft Cost Contingency	546,389	1.65
Total Soft Costs	\$11,474,159	34.57
Total Hard and Soft Costs	\$73,140,479	220.37

	Total Cost	Sq. Ft Cost
Capitalized Reserves:		
Lease-Up Reserves	200,000	0.60
Other (specify)		
Developer's Fee and Overhead	7,364,048	22.19
Total Development Costs	\$80,704,527	243.16

INITIAL RENTAL PRO FORMA
Permanent Debt Assumptions

MassDevelopment Bond Amount	58,570,000
Annual Rate	5.0%
Term	30
Amortization	30
Gross Rental Income	7,617,066
Other Income (Parking)	203,700
<i>Less Vacancy (Vacancy Rate - 5%)</i>	<i>(391,038)</i>
Gross Effective Income	7,429,728
<i>Less Operating Expenses</i>	<i>(2,228,464)</i>
Net Operating Income	5,201,264
<i>Less Land Lease Payment</i>	<i>(485,000)</i>
<i>Less Permanent Loan Debt Service</i>	<i>(3,773,011)</i>
Cash Flow	1,428,253
Debt Service Coverage	1.25

Levin, Marc

To: Fracasso, Anthony
Cc: Edward H. Marchant (emarchant@msn.com)
Subject: Response to 9/17/12 email
Attachments: Initial capit Budget Rev 10-5-12.pdf; Project Rent Roll 10-5-12.pdf; updated Market Study Rents and Absorbion Est 10-4-12.pdf

Tony,

The following, including the three attachments, addresses your 9/17/12 email comments.

1-2,4,7. I have attached a 2nd revision to the Initial Capital Budget reflecting your requested changes and the changes that resulted from adjustments related to construction interest and lease up reserves as well as from adjusting the lease up period to match the Market Study lease up assumptions. The lease-up period of 11 months (to 75% occupancy) assumes 15 market rate units leased per month and 5 affordable units per month in accordance with the Market Study. Please note that the lease-up period overlaps with the 16 month construction period. The 3 story buildings will begin to be delivered at the beginning of month 11.

Construction period interest is paid for a total period of 21 months until 75% occupancy is reached. Construction loan interest has been recalculated based on an average outstanding construction loan balance of 65% during the 16 month construction period and an average outstanding loan balance of 100% during the subsequent 5 months until we achieve 75% occupancy.

3. We do not anticipate having to provide a construction completion bond to the lender. It is possible that Mr. Zuker may be required to provide some form of a construction completion guarantee.

Given that there is an identity of interest between the Developer and the General Contractor and based upon our understanding of Chapter 40B cost guidelines, we have not included a separate line item budget amount for a Clerk-of-the-Works position. Costs for on-site supervision of construction have been included in the General Requirements line item. There is no need for a "duplicate" Clerk-of-the-Works line item.

\$50,000 for Environmental Reports has been included in the Architectural and Engineering line item. A total of \$15,000 for a Chapter 40B Land Value Appraisal and an As-Built Appraisal for permanent financing has been included in the Permits & Fees line item.

5. A letter from Ed Zuker's accounting firm, Walter & Shuffain, P.C. has been sent under separate, confidential cover. This letter confirms that Ed Zuker has adequate financial resources to satisfy the project's equity requirements.

6. Please see the attached Market Study Update Letter dated October 4, 2012 by Pamela S. McKinney, MAI, CRE. The project rent roll (also attached) and the attached Initial Capital Budget have now been set to Pam's projected 2015 rent figures—which is when we anticipate the commencement of leasing. Please note that our construction costs have been refined to more accurately reflect construction cost escalation rates between July of 2012 and our anticipated construction commencement in May of 2014.

If you have any other comments or questions, we would be happy to address them.

Sincerely,

Marc

Attachments

Market Study Rent Schedule dated 10/4/12

Revised Project Rent Roll dated 10/5/12

Initial Capital Budget dated 10/5/12



Marc Levin

Director of Development

(617)323-8800

www.chestnuthillrealty.com

INITIAL CAPITAL BUDGET
(Estimated Sources and Uses of Funds)

10/5/12 11:02 AM

FUNDING (SOURCES):

	Amount
MassDevelopment Tax-exempt Bond	\$63,580,000
MassDevelopment Taxable Bond	
Private Equity	6,618,366
Public Equity/Soft Debt	
Other - Tax Credit Equity	5,000,000
Other: Waived Developer's Fee & Overhead	7,232,264
Total Sources	\$82,430,629

DEVELOPMENT COSTS (USES):

	Total Costs	Sq. Ft. Cost
Site Acquisition (N/A - Land Lease)	-	
Hard Costs:		
Site Preparation	\$6,189,944	\$18.65
Landscaping	750,000	2.26
Residential Construction	41,574,275	125.26
Garage Construction	4,248,000	12.80
Subtotal	52,762,219	158.97
General Requirements	3,165,733	9.54
Builder's Overhead	1,055,244	3.18
Builder's Profit	3,165,733	9.54
Subtotal	7,386,711	22.26
Hard Cost Before Contingency:	60,148,930	181.23
Hard Cost Contingency	3,007,446	9.06
Total Hard Costs:	63,156,376	190.29
Soft Costs:		
Architectural and Engineering	3,245,552	9.78
Surveys and Testing	15,000	0.05
Permits and Fees	843,421	2.54
Legal, Consulting, and Monitoring Fees	827,500	2.49
Insurance	189,469	0.57
Real Estate Taxes	250,000	0.75
Other - FF+E	357,000	1.08
Marketing and Rent Up	270,000	0.81
Construction Inspection Fee	12,000	0.04
Permanent Financing Fee	858,313	2.59
Construction Loan Fee	413,262	1.25
Construction Loan Interest	4,079,638	12.29
NOI During Lease Up Period (Surplus) / Deficit	(249,814)	(0.75)
Subtotal Soft Costs:	11,111,342	33.48
Soft Cost Contingency	555,567	1.67
Total Soft Costs	\$11,666,909	35.15
Total Hard and Soft Costs	\$74,823,285	225.44

	Total Cost	Sq. Ft Cost
Capitalized Reserves:		
Lease-Up Reserves	375,081	1.13
Other (specify)		
Developer's Fee and Overhead	7,232,264	21.79
Total Development Costs	\$82,430,629	248.36

INITIAL RENTAL PRO FORMA
Permanent Debt Assumptions

MassDevelopment Bond Amount	63,580,000	
Annual Rate	5.0%	
Term	30	
Amortization	30	
Gross Rental Income	8,059,286	
Other Income (Parking)	203,700	
<i>Less Vacancy (Vacancy Rate - 5%)</i>	<i>(413,149)</i>	
Gross Effective Income	7,849,837	
<i>Less Operating Expenses</i>	<i>(2,245,268)</i>	
Net Operating Income	5,604,569	
<i>Less Land Lease Payment</i>	<i>(485,000)</i>	
<i>Less Permanent Loan Debt Service</i>	<i>(4,095,655)</i>	
Cash Flow	1,508,914	
Debt Service Coverage	1.25	

10/5/2012

Chestnut Hill Realty - Hancock Village - Brookline East

145 Rental Units - 5 Stories - Wood Frame over 1.5 level Garage, no lifts

Rent Roll	Bedrooms	Baths	Unit Class	%	Units	Total Beds	SF / Unit	Total SF	Rent / Unit	Monthly Rent	Annual Rent	Rent/USF Per Month
Market Rate												
1st Floor												
One Bedroom Flats	One Bath	3	826	2.1%	3	3	2,478	2,247	6,740	80,882	32.64	2.72
One Bedroom Flats	One Bath	2	838	1.4%	2	2	1,673	2,282	4,564	54,770	32.64	2.72
One Bedroom Flats	One Bath	3	853	2.1%	3	3	2,559	2,320	6,960	83,526	32.64	2.72
One Bedroom Flats	One Bath	2	894	1.4%	2	2	1,783	2,432	4,863	58,360	32.64	2.72
One Bedroom Flats	One Bath	2	971	1.4%	2	2	1,942	2,541	5,282	63,387	32.64	2.72
		12			12							
Two Bedroom Flats	Two Baths	4	1,102	1.4%	4	4	2,204	2,854	5,708	68,500	31.08	2.59
Two Bedroom Flats	Two Baths	3	1,127	2.1%	3	3	3,361	2,919	8,757	105,081	31.08	2.59
Two Bedroom Flats	Two Baths	4	1,169	1.4%	4	4	2,338	3,028	6,055	72,665	31.08	2.59
Two Bedroom Flats	Two Baths	2	1,285	1.4%	2	2	3,570	3,328	6,656	79,876	31.08	2.59
		9			9							
2nd-5th Floor												
One Bedroom Flats	One Bath	12	826	8.9%	12	12	9,912	2,847	26,961	323,523	32.64	2.72
One Bedroom Flats	One Bath	6	838	4.1%	6	6	5,034	2,282	13,692	164,310	32.64	2.72
One Bedroom Flats	One Bath	6	853	4.1%	6	6	5,119	2,320	13,921	167,052	32.64	2.72
One Bedroom Flats	One Bath	14	894	9.7%	14	14	8,516	2,432	34,044	409,522	32.64	2.72
		38			38							
Two Bedroom Flats	Two Baths	5	1,031	4.1%	5	5	6,186	2,870	16,022	192,261	31.08	2.59
Two Bedroom Flats	Two Baths	12	1,102	4.1%	12	12	6,612	2,854	17,425	205,501	31.08	2.59
Two Bedroom Flats	Two Baths	26	1,127	12.4%	26	26	20,286	2,919	52,541	630,489	31.08	2.59
Two Bedroom Flats	Two Baths	14	1,169	9.7%	14	14	16,366	3,028	42,388	508,655	31.08	2.59
Two Bedroom Flats	Two Baths	13	1,285	8.0%	13	13	16,705	3,328	43,266	513,151	31.08	2.59
		57			57							
Subtotal Market Rate		116	182	80.0%	116	182	119,673		315,546	3,786,558	31.64	2.64
Affordable (20% at 60%)												
One Bedroom Flats	One Bath	5	826	3.4%	5	5	4,130	869	4,343	52,110	12.62	1.05
One Bedroom Flats	One Bath	2	838	1.4%	2	2	1,678	869	1,737	20,844	12.42	1.04
One Bedroom Flats	One Bath	3	853	2.1%	3	3	2,559	869	2,606	31,266	12.22	1.02
One Bedroom Flats	One Bath	4	894	2.8%	4	4	3,576	869	3,474	41,698	11.56	0.97
		14			14							
Two Bedroom Flats	Two Baths	4	1,031	1.4%	4	4	2,062	1,037	2,075	24,894	12.07	1.01
Two Bedroom Flats	Two Baths	4	1,102	1.4%	4	4	2,204	1,037	2,075	24,894	11.29	0.94
Two Bedroom Flats	Two Baths	8	1,127	2.8%	8	8	4,508	1,037	4,149	49,788	11.04	0.92
Two Bedroom Flats	Two Baths	4	1,169	2.8%	4	4	4,576	1,037	4,149	49,728	10.65	0.89
Two Bedroom Flats	Two Baths	3	1,285	2.1%	3	3	3,855	1,037	3,112	37,341	9.59	0.81
		15			15							
Subtotal Affordable		29	44	20.0%	29	44	20,248		27,718	332,613	11.37	0.85
TOTAL RENTABLE SF / Efficiency		145	225	100.0%	145	225	148,921	90%	343,264	4,119,169	27.56	2.31
TOTAL GROSS SF							168,350					

Other Income			
Parking	144	75	129,600
TOTAL			129,600

Chestnut Hill Realty - Hancock Village - Brookline East

10/5/2012

126 Rental Units - 3 Story Infill Buildings, Lofts

Rent Roll

Bedrooms	Unit Class	Unit Group	%	Units	Total Beds	SF / Unit	Total SF	Rent / Unit	Monthly Rent	Annual Rent	Rent/SF Per Year	Rent/SF Per Month
Market Rate												
1st Floor												
One Bedroom Flats			10.3%	13	13	879	11,427	2,285	29,710	356,522	31.20	2.60
Three Bedroom Flats			14.3%	18	54	1,359	24,462	3,860	69,472	833,655	34.08	2.84
				31	67							
2nd Floor												
One Bedroom Flats			12.7%	16	16	879	14,064	2,285	36,566	438,797	31.20	2.60
Two Bedroom Flats			12.7%	16	32	1,164	18,624	2,922	46,746	560,955	30.12	2.51
				32	48							
3rd Floor												
One Bedroom Lofts			13.5%	17	17	1,237	21,029	2,870	48,787	585,447	27.84	2.32
Two Bedroom Lofts			15.9%	20	40	1,522	30,440	3,592	71,838	862,061	28.32	2.36
				37	57							
Subtotal Market Rate			79.4%	100	172		120,046		303,121	3,637,447	30.30	2.53
Affordable (20% at 50%)												
One Bedroom Flats			8.7%	11	11	879	9,669	869	9,554	114,642	11.86	0.99
One Bedroom Loft			2.4%	3	3	1,237	3,711	869	2,606	31,266	8.43	0.70
				14	14							
Two Bedroom Flats			4.8%	6	12	1,164	6,984	1,037	6,222	74,664	10.69	0.89
Two Bedroom Loft			1.6%	2	4	1,522	3,044	1,037	2,074	24,888	8.18	0.68
				8	16							
Three Bedroom Flats			3.2%	4	12	1,359	5,436	1,192	4,768	57,210	10.52	0.88
Subtotal Affordable			20.6%	26	42		28,844		25,223	302,670	10.49	0.87
Total Net Rentable SF / Efficiency			100.0%	126	214		148,890	90%	328,343	3,940,117	26.46	2.21
Total Gross SF							165,550					
Other Income												
Parking				Spaces	\$/Mo	Total Annual						
				247	25	74,100						
				TOTAL		74,100						

Byrne McKinney & Associates, Inc.

REAL ESTATE APPRAISERS & CONSULTANTS

October 4, 2012

Mr. Marc Levin
Director of Development
Chestnut Hill Realty
300 Independence Drive
Chestnut Hill, MA 02467

RE: Updated Rent and Absorption Estimates (Reflecting Recent Program Revisions)
Proposed New Hancock Village Apartments
Chestnut Hill, MA

Dear Mr. Levin:

In July of 2012 we conducted a Residential Market Analysis in which we estimated market-rate apartment rents for a proposed expansion at Hancock Village in Chestnut Hill. The estimates prepared at that time reflected the programming concept in place at that time. Subsequently, program revisions have been adopted that alter slightly the unit sizes and mix anticipated for the project. This letter updates our rent estimates to reflect the current program and stands as an Addenda to our earlier report. Understand that we have not resurveyed the market and the opinions expressed here remain effective as of July 2012.

As summarized by the tables that follow, the estimated weighted average rates for July 2012 (based on the revised market-rate unit mix and unit sizing in place as of October 3, 2012) are equivalent to \$2.40 per square foot for the mid-rise building and equivalent to \$2.29 per square foot for the in-fill buildings.

These current rents may be forecast to the onset of marketing (early 2015) based on analysis of apartment supply and demand conditions and the anticipated rental market growth forecast to occur in the intervening period. The metropolitan Boston rental housing market is perennially tight, and is now constricting further as evidenced by extremely low vacancy rates. As provided in the most recent 2012 Reis Observer for the Boston Apartment Market (published May 23, 2012), Reis Inc. predicts the metro-wide average effective rent will rise 4.2% in 2012, with slightly larger gains in 2013 to be followed by slightly smaller gains thereafter. Based on this forecast, we believe it is reasonable to estimate a rent trend of +4% annually over the next 2.5 years (to January 2015).

Thus, the proposed program's current 2012 weighted average rent estimates (per square foot per month), for the mid-rise and in-fill buildings may be estimated at \$2.65 and \$2.53, respectively, for January 2015, the anticipated marketing start for the project.

Est. Market Rents - Proposed Mid-Rise within Hancock Village
(mix of the market-rate units only)

Unit Type	Total Unit Mix		Average SF	Est. Average Market Rent	Est. 7/2012 \$/SF	Est. 1/2015 \$/SF
1-Bedroom:	50	43.1%	861	\$2,125	\$2.47	\$2.72
1-Bedroom +Den:	0	0.0%	0	--	N/A	N/A
2-Bedroom:	66	56.9%	1,161	\$2,725	\$2.35	\$2.59
Total Wtg. Avg.	116	100.0%	1,032	\$2,466	\$2.40	\$2.65

Est. Market Rents - Proposed In-Fill Buildings within Hancock Village
(mix of the market-rate units only)

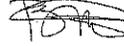
Unit Type	Total Unit Mix		Unit Sizes (SF)	Est. Average Market Rent	Est. 7/2012 \$/SF	Est. 1/2015 \$/SF
1-Bedroom:	29	29.0%	879	\$2,075	\$2.36	\$2.60
1-Bedroom +Loft	17	17.0%	1,237	\$2,600	\$2.10	\$2.32
2-Bedroom:	16	16.0%	1,164	\$2,650	\$2.28	\$2.51
2-Bedroom +Loft	20	20.0%	1,522	\$3,250	\$2.14	\$2.36
3-Bedroom:	18	18.0%	1,359	\$3,500	\$2.58	\$2.84
Total Wtg. Avg.	100	100.0%		\$2,748	\$2.29	\$2.53

Finally, you have also asked us to offer an opinion regarding the combined absorption potential of the project including both market rate and affordable elements of the program (our report addresses the market-rate absorption only – 15 units per month). Typically, we expect to see the affordable units absorb at roughly 5 to 10 units per month. This, combined with the market rate absorption produces an average expected absorption for the project of 20 units per month.

Please do not hesitate to contact us if you have any questions.

Respectfully submitted,

BYRNE MCKINNEY & ASSOCIATES, INC.



Pamela S. McKinney MAI, CRE
Principal

Levin, Marc

From: Levin, Marc
Sent: Friday, October 05, 2012 2:35 PM
To: 'Fracasso, Anthony'
Cc: Edward H. Marchant (emarchant@msn.com)
Subject: Replacement Initial Capital Budget
Attachments: Initial Capital Budget rev 10-5-12.pdf

Tony,

Attached is a corrected Initial Capital Budget Revised 10-5-12. There was a transcription error on the second page.

Marc



Marc Levin
Director of Development
(617)323-8800
www.chestnuthillrealty.com

INITIAL CAPITAL BUDGET
(Estimated Sources and Uses of Funds)

10/5/12 2:07 PM

FUNDING (SOURCES):

	Amount
MassDevelopment Tax-exempt Bond	\$63,580,000
MassDevelopment Taxable Bond	
Private Equity	6,618,366
Public Equity/Soft Debt	
Other - Tax Credit Equity	5,000,000
Other: Waived Developer's Fee & Overhead	7,232,264
Total Sources	\$82,430,629

DEVELOPMENT COSTS (USES):

	Total Costs	Sq. Ft. Cost
Site Acquisition (N/A - Land Lease)	-	
Hard Costs:		
Site Preparation	\$6,189,944	\$18.65
Landscaping	750,000	2.26
Residential Construction	41,574,275	125.26
Garage Construction	4,248,000	12.80
Subtotal	52,762,219	158.97
General Requirements	3,165,733	9.54
Builder's Overhead	1,055,244	3.18
Builder's Profit	3,165,733	9.54
Subtotal	7,386,711	22.26
Hard Cost Before Contingency:	60,148,930	181.23
Hard Cost Contingency	3,007,446	9.06
Total Hard Costs:	63,156,376	190.29
Soft Costs:		
Architectural and Engineering	3,245,552	9.78
Surveys and Testing	15,000	0.05
Permits and Fees	843,421	2.54
Legal, Consulting, and Monitoring Fees	827,500	2.49
Insurance	189,469	0.57
Real Estate Taxes	250,000	0.75
Other - FF+E	357,000	1.08
Marketing and Rent Up	270,000	0.81
Construction Inspection Fee	12,000	0.04
Permanent Financing Fee	858,313	2.59
Construction Loan Fee	413,262	1.25
Construction Loan Interest	4,079,638	12.29
NOI During Lease Up Period (Surplus) / Deficit	(249,814)	(0.75)
Subtotal Soft Costs:	11,111,342	33.48
Soft Cost Contingency	555,567	1.67
Total Soft Costs	\$11,666,909	35.15
Total Hard and Soft Costs	\$74,823,285	225.44

	Total Cost	Sq. Ft Cost
Capitalized Reserves:		
Lease-Up Reserves	375,081	1.13
Other (specify)		
Developer's Fee and Overhead	7,232,264	21.79
Total Development Costs	\$82,430,629	248.36

INITIAL RENTAL PRO FORMA
Permanent Debt Assumptions

MassDevelopment Bond Amount	63,580,000	
Annual Rate	5.0%	
Term	30	
Amortization	30	
Gross Rental Income	8,059,286	
Other Income (Parking)	203,700	
<i>Less Vacancy (Vacancy Rate - 5%)</i>	(413,149)	
Gross Effective Income	7,849,837	
<i>Less Operating Expenses</i>	(2,245,268)	
Net Operating Income	5,604,569	
<i>Less Land Lease Payment</i>	(485,000)	
<i>Less Permanent Loan Debt Service</i>	(4,095,655)	
Cash Flow	1,023,914	
Debt Service Coverage	1.25	