

ATTACHMENT F

EVIDENCE OF HISTORIC

SIGNIFIANCE

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

MJ

HISTORIC PRESERVATION CERTIFICATION APPLICATION RECEIVED
PART 1 --- EVALUATION OF SIGNIFICANCE

NPS Office Use Only
NRIS No:

NPS Office Use Only
Project No. 26188
MAY 02 2011
MASS. HIST. COM. 111

Instructions: Read the instructions carefully before completing application. No certification will be made unless a completed application form has been received. Type or print clearly in black ink. If additional space is needed, use continuation sheets or attach blank sheets.

1. Name of property: Leonard, Shaw & Dean Shoe Factory/Shoe Shop Place
Address of property: Street 151 Peirce Street
City Middleborough County Plymouth State Massachusetts Zip 02346
Name of historic district:
 National Register district certified state or local district potential historic district

2. Check nature of request:
 certification that the building contributes to the significance of the above-named historic district (or National Register property) for the purpose of rehabilitation.
 certification that the structure or building and, where appropriate, the land area on which such a structure or buildings is located contributes to the significance of the above-named historic district for a charitable contribution for conservation purposes.
 certification that the building does not contribute to the significance of the above-named historic district.
 preliminary determination for individual listing in the National Register.
 preliminary determination that a building located within a potential historic district contributes to the significance of the district.
 preliminary determination that a building outside the period or area of significance contributes to the significance of the district.

RECEIVED
JUN 30 2011
NATIONAL PARK SERVICE
TAX INCENTIVES PROGRAM

3. Project contact:
Name Dianne L. Siergiej
Street 66 West Street City Leominster
State Massachusetts Zip 01453 Daytime Telephone Number 978/537-6414

4. Owner:
I hereby attest that the information I have provided is, to the best of my knowledge, correct, and that I won the property described above. I understand that falsification of factual representations in this application is subject to criminal sanctions of up to \$10,000 in fines or imprisonment for up to five years pursuant to 18 U.S.C. 1001.
Name Dean E. Harrison, Executive Director Signature [Signature] Date 4/26/11
Organization The Neighborhood Corporation
Social Security or Taxpayer Identification Number 22-2506850
Street 120 Ingell Street City Taunton
State Massachusetts Zip 02780 Daytime Telephone Number 508/813-1388

NPS Office Use Only

The National Park Service has reviewed the "Historic Preservation Certification Application --- Part 1" for the above-named property and hereby determines that the property:

- contributes to the significance of the above-named district (or National Register property) and is a "certified historic structure" for the purpose of rehabilitation.
- contributes to the significance of the above-named district and is a "certified historic structure" for a charitable contribution or conservation proposes in accordance with the Tax Treatment Extension Act of 1980.
- does not contribute to the significance of the above-named district.

Preliminary Determinations:

- appears to meet the National Register Criteria for Evaluation and will likely be listed in the National Register of Historic Places if nominated by the State Historic Preservation Officer according to the procedures set forth in 36 CFR Part 60.
- does not appear to meet the National Register Criteria for Evaluation and will likely not be listed in the National Register.
- appears to contribute to the significance of a potential historic district, which will likely be listed in the National Register of Historic Places if nominated by the State Historic Preservation Officer.
- appears to contribute to the significance of a registered historic district, but is outside the period or area of significance as documented in the National Register nomination or district documentation on file with the NPS.
- does not appear to qualify as a certified historic structure.

6/9/11 Date National Park Service Authorized Signature [Signature] National Park Service Office/Telephone No. 202-354-2278

See Attachments



The Commonwealth of Massachusetts

William Francis Galvin, Secretary of the Commonwealth

July 28, 2011

Massachusetts Historical Commission

Dean E. Harrison
The Neighborhood Corporation,
120 Ingell Street,
Taunton, MA 02780

RE: Massachusetts Rehabilitation Tax Credit Application; Leonard Shaw and Dean Shoe Factory/Shoe Shop Place, 151 Peirce Street, Middleborough MA; MHC# HRC.309

Dear Mr. Harrison:

The Massachusetts Historical Commission (MHC) has reviewed your application for the Massachusetts Rehabilitation Tax Credit. The information that you have submitted with your Part 1 application is complete in accordance with the regulations (830 CMR 63.38R.1). This letter constitutes the "initial certification" (830 CMR 63.38R.1(4)(a)). The MHC has determined that the subject property meets the definition of a "qualified historic structure" as the property is eligible for listing in the National Register of Historic Places (830 CMR 63.38R.1(2)).

It is the opinion of the Massachusetts Historical Commission that the Leonard Shaw and Dean Shoe Factory/Shoe Shop Place is individually eligible for listing in the National Register of Historic Places, under criteria A and C at the local level.

Please note that the Massachusetts Rehabilitation Tax Credit program does not require listing on the National Register of Historic Places as part of the "final certification" to receive the final certificate for the tax credits (830 CMR 63.38R.1(4)(c)). However the Federal Historic Preservation Tax Incentives Program does require listing on the National Register of Historic Places under the National Park Service's regulations (36 CFR Ch.1 Part 67).

Sincerely,

A handwritten signature in cursive script that reads "Brona Simon".

Brona Simon
Executive Director
State Historic Preservation Officer
Massachusetts Historical Commission

xc: Dianne L Siergiej, Commonwealth Collaborative

220 Morrissey Boulevard, Boston, Massachusetts 02125

(617) 727-8470 • Fax: (617) 727-5128

www.sec.state.ma.us/mhc

NATIONAL PARK SERVICE

RECEIVED

HISTORIC PRESERVATION CERTIFICATION APPLICATION
PART 2 --- DESCRIPTION OF REHABILITATION

NPS Office Use Only
NRIS No:

RECEIVED
AUG 09 2011

MAY 02 2011
NPS Office Use Only
Project No: 26188
MASS. HIST. COMM

Instructions: Read the instructions carefully before completing application. No participation will be made unless a completed application form has been received. Type or print clearly in black ink. If additional space is needed, use continuation sheets or attach them. The decision by the National Park Service with respect to certification is made on the basis of the information in this application from. In the event of any discrepancy between the application form and other supplementary material submitted with it (such as architectural plans, drawings and specifications), the application form shall take precedence.

1. Name of property: Leonard, Shaw & Dean Shoe Factory/Shoe Shop Place

Address of property: Street 151 Peirce Street

City Middleborough County Plymouth State Massachusetts Zip 02346

Listed individually in the National Register of Historic Places; give date of listing

Located in a Registered Historic District; specify:

Has a Part 1 Application (Evaluation of Significance) been submitted for this project? X yes no

If yes, date Part 1 submitted: with Part 2 Date of certification: NPS Project Number:

2. Data on building and rehabilitation project:

Date building constructed: 1896, 1905, 1907 and 1911 Total number of housing units before rehabilitation 0

Type of construction: Frame Number that are low-moderate income: 0

Use(s) before rehabilitation: Vacant Total number of housing units after rehabilitation: 25

Proposed use(s) after rehabilitation: Residential Number that are low-moderate income: 25

Estimated cost of rehabilitation: \$8,180,935 Floor area before rehabilitation: 30,000 SF

This application covers phase number 1 of 1 phases Floor area after rehabilitation: 32,400 SF

Project/phase start date (est.): March 2012 Completion date (est.): February 2013

3. Project contact:

Name Dianne L. Siergie

Street 66 West Street City Leominster

State Massachusetts Zip 01453 Daytime Telephone Number 978/537-6414

4. Owner:

I hereby attest that the information I have provided is, to the best of my knowledge, correct, and that I own the property described above. I understand that falsification of factual representations in this application is subject to criminal sanctions of up to \$10,000 in fines or imprisonment for up to five years pursuant to 18 U.S.C., 1001.

Name Dean E. Harrison Signature Date 4/26/11

Organization The Neighborhood Corporation

Social Security or Taxpayer Identification Number 22-2506850

Street 120 Ingell Street City Taunton

State Massachusetts Zip 021780 Daytime Telephone Number 508/813-1388

NPS Office Use Only

The National Park Service has reviewed the "Historic Certification Application --- Part 2" for the above-named property and has determined:
that the rehabilitation described herein is consistent with the historic character of the property or the district in which it is located and that the project meets the Secretary of the Interior's "Standards for Rehabilitation." This letter is a preliminary determination only, since a formal certification of rehabilitation can be issued only to the owner of a "certified historic structure" after rehabilitation work is completed.
X that the rehabilitation or proposed rehabilitation will meet the secretary of the Interior's "Standards for Rehabilitation" if the attached conditions are met. as amended 12/8/20
that the rehabilitation or proposed rehabilitation is not consistent with the historic character of the property or the district in which it is located and that the project does not meet the Secretary of the Interior's "Standards for Rehabilitation." A copy of this form will be provided to the Internal Revenue Service.

11/13/2012 National Park Service Authorized Signature

NPS/TPS National Park Service Office/Telephone No.

X See Attachments

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

CONDITIONS SHEET
Historic Preservation Certification Application

Property name: Leonard Shaw & Dean Shoe Factory (as amended 12/8/11)

Project Number: 26188

Property address: 151 Pierce Street, Middleborough, MA

The rehabilitation of this property as described in the Historic Preservation Certification Application will meet the Secretary of the Interior's Standards for Rehabilitation provided that the following condition(s) is/are met:

1. **Floor Plans** – The elevation drawings were revised Dec. 1, 2011 to retain the existing historic window openings, however, the floor plans still show several wall partitions intersecting windows. This must be revised to avoid interrupting the windows.
2. **HVAC Ductwork** – The proposed vertical chases are adjacent to windows in numerous locations. This must be revised to avoid altering the appearance of the windows.
3. **Windows** – The submitted additional information indicates that the replacement window sash will be aluminum with exterior applied muntins. The windows must incorporate at least spacer bars between-the-glass as well as exterior muntins. Replacement windows must match the appearance, size, design, proportions, and profiles of the existing windows. Comparable detailed, fully dimensioned drawings of both the existing and proposed replacement windows in plan and elevation with muntin details and profiles must be reviewed and approved by NPS before proceeding with any window replacement.

** Revised drawings showing the above-referenced modifications must be reviewed and approved by NPS prior to proceeding with construction to ensure conformance with the *Standards*.

The National Park Service has determined that this project will meet the Secretary of the Interior Standards for Rehabilitation if the condition(s) listed in the box above are met.

1/13/2012
Date


National Park Service Signature

202-354-2026
Telephone Number



Town of Middleborough
Massachusetts

MIDDLEBOROUGH HISTORICAL COMMISSION

Massachusetts Historical Commission
220 Morrissey Boulevard
Boston, MA 02125

August 1, 2010

Dear Sirs,

The Middleborough Historical Commission met on Tuesday, July 20 with Dean Harrison of the Neighborhood Corporation to review plans for proposed renovations to the former Leonard, Dean and Shaw shoe factory at 151 Peirce Street. The commission voted to support to the apartment complex project to be called Shoe Shop Place. We believe this project as presented to us will have no negative impact on the historical significance of the building or of the surrounding neighborhood. In fact, it is our view that the plan takes a positive approach toward the preservation and reuse of the building.

Please do not hesitate to contact me if I can be of any further assistance. I can be reached at 508-947-1760 during the day, and by email at janelopes@comcast.net.

Sincerely,

Jane Lopes

Jane Lopes, Chairman

ATTACHMENT G

PERMITTING

Incorporated 1669
338 Years of Progress



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough
Massachusetts

508-947-4095

ZONING BOARD OF APPEALS

June 23, 2011

Dean Harrison
The Neighborhood Corporation
120 Ingell Street
Taunton, MA 02780

RE: Shoe Shop Place

Dear Dean:

Enclosed please find a "Certificate of Decision", a copy of the report of the Zoning Board of Appeals, and a statement from the Town Clerk certifying that there were no appeals of your case.

The forms enclosed must be filed within the proper time frame at the Plymouth County Registry of Deeds, 50 Obery Street, in Plymouth, Massachusetts.

Your special permit will not take effect until such notice is recorded in Plymouth. Please be advised that the Building Department will not issue any building permits in this regard until actual proof of the recording be demonstrated to the Building Commissioner.

If you have any questions, please contact the Zoning Office at (508) 947-4095.

Sincerely,

Bruce G. Atwood, Chairman
ZONING BOARD OF APPEALS

Incorporated 1669
338 Years of Progress



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough
Massachusetts

508-947-4095

ZONING BOARD OF APPEALS

At an open public hearing held May 12, 2011, the Zoning Board of Appeals voted the following with Respects to The Neighborhood Corporation (Shoe Shop Place), for an amendment to the Comprehensive Permit #05-03.

Upon a motion made by Dr. Edward Braun and seconded by Dorothy Pulsifer, the board
VOTED: *to approve and sign the Town of Middleborough, Massachusetts Zoning Board of Appeals Decision on application for Amended Comprehensive Permit for The Neighborhood Corporation, Taunton, Massachusetts dated May 12, 2011.*

Chairman Atwood, Dr. Edward Braun, Norman Diegoli, Dorothy Pulsifer and Liz Elgosin were in favor. (5-0)

Respectfully Submitted:

A handwritten signature in cursive script that reads "Bruce G. Atwood".

Bruce G. Atwood, Chairman
Zoning Board of Appeals

APPROVED

MAY 12 2011

ZONING BOARD
OF APPEALS

Town of Middleborough, Massachusetts
Zoning Board of Appeals

MAY 12 2011

ZONING BOARD
OF APPEALS

Decision on Application for Amended Comprehensive Permit

Applicant: The Neighborhood Corporation, Taunton, Massachusetts

I. BACKGROUND

On or about January 13, 2011, The Neighborhood Corporation, Taunton, Massachusetts (the "Applicant"), applied for an amendment to a comprehensive permit issued by the Middleborough Board of Appeals on November 10, 2005 to Shoe Shop Place, LLC approving the construction of thirty (30) for sale dwelling units on a parcel of land located on Pierce and Rice Streets, Middleborough, Massachusetts. Pursuant to G.L. c. 40B, s.20-23, and 760 CMR 56.05 (c), the Board of Appeals opened a public hearing in this matter on February 10, 2011 and continued the hearing on several occasions with the assent of the Applicant. The public hearing was closed on May 12, 2011.

Pursuant to G.L. c. 40B, s.20-23, and 760 CMR 56.05 (c), the Applicant has requested a modification to the previously issued comprehensive permit such that the new project will consist of twenty-five (25) rental dwelling units on the above noted parcel. As offered by the Applicant and as accepted by the Board of Appeals in this Decision, no less than thirteen (13) of the twenty-five (25) rental dwelling units shall be made available to individuals or families qualifying as "low or moderate income" pursuant to G.L. c.40B, s.20-23 and the statute's implementing regulations.

The comprehensive permit issued to Shoe Shop Place, LLC on November 10, 2005 was the subject of numerous public hearings and substantial discussion by and between the Board and the applicant at that time, and resulted in the approval of a lengthy and detailed Decision. That Decision is fully incorporated herein except where specifically revised as noted below to accommodate the change from "for sale" dwelling units to "rental" dwelling units. Unless specifically modified herein, the November 10, 2005 comprehensive permit decision shall remain the Decision of the Board of Appeals as it applies to the current project.

II. APPROVED CHANGES TO NOVEMBER 10, 2005 COMPREHENSIVE PERMIT AND GRANT OF AMENDED COMPREHENSIVE PERMIT

1. The Board acknowledges that the Project Eligibility approval for the proposed project is that issued by the Massachusetts Housing Partnership dated January 13, 2011 and incorporated herein by reference. Where the terms and conditions of this Decision are more stringent than those contained in the January 13, 2011 Project Eligibility letter, those found in this Decision shall control.
2. The Board acknowledges the Purchase and Sales Agreement dated February 8, 2010 between Shoe Shop Place, LLC and The Neighborhood Corporation as evidence of site control and the assurance that the Applicant before the Board is The Neighborhood Corporation and no other entity.

3. The Board approves a revision to the November 10, 2005 comprehensive permit such that there shall be no greater than twenty-five dwelling units constructed on the locus, all of which shall be for rent and none shall be for sale.
4. The Board approves a revision to the November 10, 2005 comprehensive permit such that any and all references to or responsibilities for, a "for sale" residential project shall be substituted for references to and responsibilities for, a "rental" residential project.
5. No less than thirteen (13) of the rental dwelling units shall be made available to individuals or families qualifying as "low or moderate income" pursuant to G.L. c.40B, s.20-23 and the statute's implementing regulations.
6. All rental dwelling units made available to individuals or families qualifying as "low or moderate income" shall remain available to such qualifying individuals or families in perpetuity or for the longest period allowed by law.
7. The Applicant shall at all times manage or ensure the management of, the approved project and ensure compliance with Commonwealth of Massachusetts fair housing standards, monitoring requirements, and limited dividend requirements and ensure that the comprehensive permit conditions imposed by the November 10, 2005 approval and this Decision are met.
8. The project approved herein shall be constructed, operated and maintained in substantial compliance with the plans and materials submitted during the course of the public hearings held herein and filed with the Board of Appeals in this matter such that the plans submitted during the course of the public hearings seeking to amend the previously issued comprehensive permit shall supersede and substitute for, any and all plans referenced in the comprehensive permit dated November 10, 2005. Specifically, these plans are as follows:
 - a. The plans prepared and stamped by Associated Engineers of Plymouth, Inc., dated February 7, 2001, revised March 24, 2011 and April 20, 2011 consisting of Sheets C-1 through C-5, entitled "Shoe Shop Place", scale 1" = 20';
 - b. The plan entitled "Permit Application Boundary Plan" prepared and stamped by Associated Engineers of Plymouth, Inc., dated April 21, 2011, scale 1" = 40';
 - c. The plan entitled "Preliminary Planting Plan" prepared and stamped by R. Jon Henson, Landscape Architect, dated March 17, 2011 and April 25, 2011, scale 1" = 20', including supplemental materials filed by Mr. Henson regarding "Potential Pedestrian Lighting Cuts" and "Fence Cut";
 - d. The architectural plans and profiles prepared by Jeffrey M. Metcalfe, dated January 14, 2011 and entitled "Shoe Shop Place", various scales consisting of sheets A1-A6.
 - e. Revisions to the above noted plans as recommended in the letter dated May 12, 2011 from Ruth McCawley Geoffroy to the Board of Appeals incorporated herein;

4. Substantive revisions to the above noted plans, material changes in unit architecture, style or materials, relocations of more than one property line, relocation of the right of way or other substantive changes from the approved plans shall not be permitted without the written approval of the Board. If, between the date that this decision is filed with the Office of the Town Clerk and the completion of the Project, the Applicant desires to change any details of the Project (as set forth in the Plans, or as required by the terms of this Decision) the Applicant shall promptly inform the Board in writing of the change requested. Changes will be administered or addressed pursuant to 760 CMR 56.00 et seq.

III. CONCLUSION

This Amended Permit is granted with conditions. This Decision was approved by a vote of the Middleborough Board of Appeals at a meeting of the Board on May 12, 2011. This Decision must be recorded at the Plymouth County Registry of Deeds.

Any person aggrieved by this Decision may file an appeal pursuant to the provisions of General Laws, c. 40A, Section 17. Such appeal must be filed within twenty (20) days of the filing of this decision in the Office of the Town Clerk.


The Applicant has the right to appeal this Decision pursuant to the provisions of General Laws c. 40B, Section 22. Copies of this Decision and notice thereof must be recorded by the Applicant at the Plymouth County Registry of Deeds and must bear the certification of the Town Clerk that twenty (20) days have elapsed and no appeal has been filed, or that if such appeal has been filed, that it has been dismissed or denied. A certified copy of said recording must thereafter be filed with the Board of Appeals.

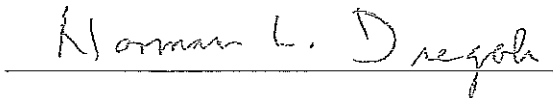
THIS CONCLUDES THE DECISION OF THE BOARD OF THE APPEALS.

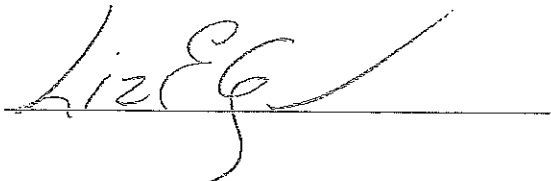
By the Zoning Board of Appeals of the Town of Middleborough











DATED: May 12, 2011

--End of Instrument--

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLEBORO
City or Town

BOARD OF APPEALS

DATE: June 23, 2011

Certificate of Decision

The Board of appeals of the Town of Middleborough has rendered a decision

To: *The Neighborhood Corporation*

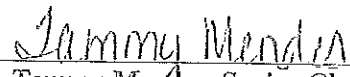
Address: *120 Ingell Street*

City or Town: *Taunton, MA 02780*

Affecting the rights of the owner with respect to land or buildings at *151 Peirce Street,*
Middleborough Assessor's Map 50K, lot 4513.

And the said Board of Appeals certifies that the decision attached hereto is a true and correct copy of its decision, and that copies of said decision, and of all plans referred to in the decision, have been filed with the planning board and the city or town clerk.

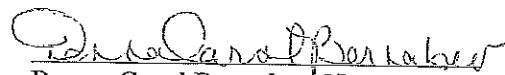
The Board of Appeals also calls to the attention of the owner or applicant that General Laws, Chapter 40A, Section 11 (last Paragraph) provides that no variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the town or city clerk that twenty days have elapsed after the decision has been filed in the office of the city or town clerk and no appeal has been filed or that, if such appeal has been filed, that it has been dismissed or denied, is recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. The owner or applicant shall pay the fee for such recording or registering.



Tammy Mendes, Senior Clerk
Zoning Board of Appeals

Plymouth, ss

On this 23rd day of June, 2011 before me, the undersigned Notary Public, personally appeared Tammy Mendes, Senior Clerk of the Middleborough Zoning Board, proved to me through satisfactory evidence of identification, which was personally known to me to be the person whose name is signed on the document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Donna Carol Bernabeo, Notary Public
My Commission Expires: 10-14-2016




Eileen S. Gates, CMC
Town Clerk

Town of Middleborough
Office of the Town Clerk
Savings Bank Building 20 Centre Street
Middleborough, Massachusetts 02346-2250
508-946-2415
508-946-2308 fax

June 21, 2011

To Whom It May Concern:

I do hereby certify that no notice of appeal has been received by me during the twenty (20) days next, after the filing of this decision, dated May 17, 2011, in the name of Dean Harrison of the Neighborhood Corporation, to allow for the modification of an approved Comprehensive Permit for Shoe Shop Place (#05-03) from condominiums to rentals. The subject property is located at 151 Pierce Street, Middleborough, Assessor's Map 50K, lot 3774 and 4513.


Town Clerk

ATTACHMENT H

SUPPORT LETTERS

BARNEY FRANK
4TH DISTRICT, MASSACHUSETTS

2252 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-2104
(202) 225-5931

29 CRAFTS STREET
SUITE 375
NEWTON, MA 02459
(617) 332-3920

558 PLEASANT STREET
ROOM 309
NEW BEDFORD, MA 02740
(508) 999-8462

THE JONES BUILDING
29 BROADWAY
SUITE 310
TAUNTON, MA 02780
(508) 822-4796

Congress of the United States
House of Representatives
Washington, DC

February 3, 2012

Mr. Aaron Gornstein , Undersecretary
Massachusetts Department of Housing & Community Development
One Hundred Cambridge Street, Suite 300
Boston, MA 02114

Re: The Neighborhood Corporation

Dear Mr. Gornstein,

I am writing to express my strong support for the application submitted by the Neighborhood Corporation for the Shoe Shop Place Mill conversion project in downtown Middleborough. It is my understanding that this project will develop 24 units of affordable housing.

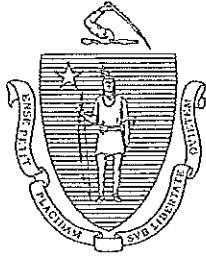
I have long been a proponent of affordable rental housing and the Shoe Shop Place project will be a one hundred percent affordable development. I have worked with the Neighborhood Corporation in the past and admire its track record of successful affordable housing development. The transformation of this historic mill from unused factory into a vibrant housing development will greatly benefit the town by bringing new residents within walking distance of the shops and restaurants of downtown Middleborough.

It is for these reasons that I urge you to give the application submitted by the Neighborhood Corporation your utmost consideration.



BARNEY FRANK
Member of Congress

BF/ab



The Commonwealth of Massachusetts
MASSACHUSETTS SENATE

SENATOR MARC R. PACHECO
First Plymouth and Bristol District

STATE HOUSE, ROOM 312B
BOSTON, MA 02133-1053
TEL. (617) 722-1551

MARC.PACHECO@MASENATE.GOV
WWW.MASENATE.GOV

SENATE COMMITTEES
Chairman
GLOBAL WARMING AND
CLIMATE CHANGE
WAYS AND MEANS

JOINT COMMITTEES
Senate Chairman
ENVIRONMENT, NATURAL RESOURCES
AND AGRICULTURE

Senate Vice Chairman
TELECOMMUNICATION, UTILITIES
AND ENERGY
TRANSPORTATION

October 11, 2012

Mr. Aaron Gornstein, Undersecretary
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

Dear Mr. Gornstein:

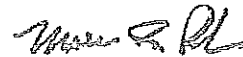
I am writing to extend my wholehearted support of the Neighborhood Corporation's application for DHCD funding for the Shoe Shop Place mill conversion project in the downtown area of Middleboro. It is my understanding that the organization has applied for funding from the State for LIHTC, HOME funds, the Housing Stabilization Fund, Community Based Housing and the Affordable Housing Trust to convert this vacant mill building into affordable rental housing. I have been working with the Neighborhood Corporation on housing initiatives for many years, and with a lot of hard work and investment the Shoe Shop project has come to a point where it is ready to go.

This Shoe Shop Place development will provide the downtown of Middleboro with an investment of over 8 million dollars. This project is "shovel ready," and, if it is approved, construction will begin by the early spring of 2013. It will rehab an abandoned building that is located in a residential neighborhood. The Shoe Shop Place development not only will both boost the economy of downtown and provide new economic opportunities, but is also consistent with Massachusetts' "Smart Growth" policy. Further, the development will provide affordable housing to an area which desperately needs it. Finally, this project already received approval from Mass Historical and has qualified for \$700,000 of State Historic Tax Credits.

The residents and town officials of Middleboro also understand the great importance of this project. They recognize the economic benefit that this development will bring, as well as the much-needed affordable housing. Based on these factors, the residents and town officials have displayed widespread support for the Shoe Shop Place development.

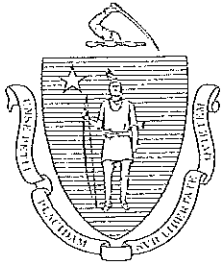
The track record of the Neighborhood Corporation is superb. They have completed a number of amazing projects, including the Robertson on the River historic mill conversion in the Weir Village of Taunton. I highly endorse the project and request the support of your office in making this project a reality for the people of my district. If you should require additional information, or have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc R. Pacheco". The signature is fluid and cursive, with a prominent initial "M" and "P".

Marc R. Pacheco
State Senator

MRP/km



The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES
STATE HOUSE, BOSTON 02133-1054

REP. PATRICIA A. HADDAD
5TH BRISTOL DISTRICT

TOWN OFFICE BUILDING
140 WOOD STREET
SOMERSET, MA 02726
TEL (508) 646-2821

Speaker Pro Tempore

ROOM 370, STATE HOUSE
TEL (617) 722-2600
FAX (617) 722-2313

Committees
Rules & Ethics

October 4, 2012

Mr. Aaron Gornstein, Undersecretary
Massachusetts Department of Housing & Community Development
One Hundred Cambridge Street, Suite 300
Boston, MA 02114

Dear Mr. Gornstein:

I am writing in support of a very important rehabilitation grant application being submitted by the Neighborhood Corporation of Taunton. The Neighborhood Corporation does exceptional work and this project underscores their dedication to the community and neighborhood revitalization.

The application is for the Shoe Shop Mill Conversion project, the renovation of a 30,000 square foot historic mill structure located in the downtown area of Middleboro. The project, when completed, will provide 24 rental homes, of which 100% will be affordable to those earning less than 60% of the area's median income. Not only is this a key project for the community, it is an important project for the ONLY community development corporation in my district that will take on such an endeavor.

Recognizing the dire need for additional need for affordable rental community opportunities, I urge you to give the Neighborhood Corporation's application your utmost consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Patricia A. Haddad". The signature is fluid and cursive, with a large initial "P" and "H".

PATRICIA A. HADDAD,
Speaker Pro Tempore



Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

October 3, 2012

Mr. Aaron Gornstein, Undersecretary
Massachusetts Department of Housing & Community Development
One Hundred Cambridge Street, Suite 300
Boston, MA 02114

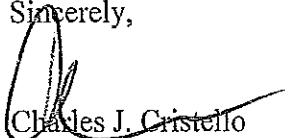
Dear Mr. Gornstein:

We are writing to convey our support of the Neighborhood Corporation's One-Stop application to your department for financing to renovate the Shoe Shop Place mill complex into affordable rental community. In the past year, the Town of Middleborough through the Office of Economic and Community Development has been diligently working with the Neighborhood Corporation on many predevelopment tasks, including supporting the amendment the Comprehensive Permit, assisting in obtaining approval from the local Historic Commission and coordination with other Town agencies.

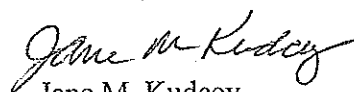
We like to underscore the importance of the Shoe Shop Place development to the Town of Middleborough. There has been overwhelming support by the Town's Departments and the neighborhood to make this project a reality as it will have a tremendous impact on the revitalization of the area by removing a blighted building. In addition, the Town of Middleborough has completed improvement to the streetscape for the area by updating infrastructure (utility upgrades, paving, sidewalks and curbing) along Peirce Street adjacent to the property in a cost exceeding \$800,000.

To conclude, this is an extremely important project for the Town and we are looking forward to working with the Neighborhood Corporation on this smart growth development become a reality. Please feel free to contact me regarding our long and continued support of the Shoe Shop Place Mill Conversion project.

Sincerely,


Charles J. Cristello
Town Manager
Town of Middleborough

Sincerely,


Jane M. Kudcey
Program/Accounting Manager
Office of Economic and Community
Development

MIDDLEBOROUGH

On the Move

October 3, 2012

Mr. Aaron Gornstein , Undersecretary
Massachusetts Department of Housing & Community Development
One Hundred Cambridge Street, Suite 300
Boston, MA 02114

Dear Mr. Gornstein:

We are writing to convey our support of the Neighborhood Corporation's One-Stop application to your department for financing to renovate the Shoe Shop Place mill complex into affordable rental community. Middleborough on the Move is a local 501(c)(3) organization designated by the Board of Selectmen as the Town of Middleborough's partner on issues relating to revitalization efforts in the Downtown area.

Our Mission is to stimulate economic development in the greater Middleborough area through:

- Education
- Organization
- Promotion
- Design
- Economic Restructuring

We like to give emphasis to the importance of the Shoe Shop Place development to the Town of Middleborough. There has been overwhelming support by the town and the community to make this project a reality as it will have a tremendous impact on the downtown area by stimulating economic growth.

Once again, this is an extremely important project for the Town and we are looking forward to working with the Neighborhood Corporation to have this completed as soon as possible. Please feel free to contact me regarding our long and continued support of the Shoe Shop Place Mill Conversion project.

Sincerely,
Judith Ann Bigelow-Costa

Judith Ann Bigelow-Costa
President



Greater Attleboro/Taunton

HOME Consortium

45 School Street, 2nd Flr

Taunton, MA 02780

Phone: 508-821-1030

October 5, 2012

Dean Harrison, Executive Director
The Neighborhood Corporation
120 Ingell Street
Taunton, MA 02780

Dear Mr. Harrison:

I am pleased to inform you that The Greater Attleboro/Taunton HOME Consortium (GATHC) has voted to approve your request of \$100,000 in HOME funds to be used for the Shoe Shop Place Project in the town of Middleboro.

The funding award is contingent upon the approval of The Neighborhood Corporation's *One-Stop Application* by the state Department of Housing and Community Development (DHCD) and the ability of The Neighborhood Corporation to satisfy all HOME rules, including the federal Appropriations Act of 2012. The award will remain in effect until such time that a decision on your *One-Stop Application* is rendered by DHCD. If that decision is favorable and all HOME rules and requirements are satisfied, then a formal commitment letter will be prepared and executed.

The GATHC continues to strongly support the Shoe Shop Place Project. In the past, GATHC has committed substantial funds to the project and has provided significant staff time for that key initiative, specifically with regard to the completion of a full environmental assessment. It is hoped that this renewed commitment of HOME funds by the GATHC will help pave the way for a favorable decision by DHCD, thereby allowing this important affordable housing to finally move forward.

Once again, congratulations and best wishes to you and The Neighborhood Corporation on your successful HOME application. Please keep us informed as to any new information as it becomes available.

Sincerely,

Michael Ferreira

Cc: Kevin Shea, Executive Director
Jane Kudcey, Program Manager

ATTACHMENT I

DEVELOPMENT TEAM

Section 2 DEVELOPMENT TEAM SUMMARY

62 . Developer/Sponsor Type

Non-profit corporation (Chapter 180)

63 . Developer/Sponsor:

Form of Legal Entity
Legal Name
Address

Non Profit Corporation 501(c)(3)
The Neighborhood Corporation
120 Ingell Street
Taunton, MA 02780
Dean E. Harrison, Executive Director
(508) 821-9347 (508) 821-3257
dean@neighborhoodcorp.org

Contact Person

E-mail

64 . Owner/Mortgagor:

Legal Name
Address

Shoe Shop Place LLC
c/o The Neighborhood Corporation
120 Ingell Street, Taunton, MA 02780
Yes Soc. Sec. or Tax ID #
Dean E. Harrison, Executive Director
(508) 821-9347 (508) 821-3257
dean@neighborhoodcorp.org

Has this entity already been formed?

Members

Members

Contact Person

Telephone No. / Fax. No.

E-mail

65 . Member:

Legal Name
Address

The Neighborhood Corporation
120 Ingell Street
Taunton, MA 02780
Yes Soc. Sec. or Tax ID #
(508) 821-9347 (508) 821-3257
Dean E. Harrison, Executive Director
51.00%
(508) 821-9347 (508) 821-3257
dean@neighborhoodcorp.org

Has this entity already been formed?

Principal (if corporate)

Contact Person

% of Ownership

Telephone No. / Fax. No.

E-mail

66 . Member:

Legal Name
Address

Blais Builders Inc
106 West Groves Street
Middleborough, MA 02346
Yes Soc. Sec. or Tax ID #
Debbie Blais
Debbie Blais
49.00%
(508) 946-0444
debbieblais@rcn.com

Has this entity already been formed?

Principal (if corporate)

Contact Person

% of Ownership

Telephone No. / Fax. No.

E-mail

67 . Development Consultant:

Legal Name
Address

Contact Person
Telephone No. / Fax. No.
E-mail

Commonweal Collaborative, Inc.	
66 West St.	
Leominster, MA 01453	
Richard Lefferts	
(978) 537-6414	(978) 537-8056
commoncoll@aol.com	

68 . Contractor:

Name
Address

Fed Tax ID #
Contact Person
Telephone No. / Fax. No.
E-mail

Blais Builders Inc	
106 West Grove Street	
Middleborough, MA 02346	
Debbie Blais, President	
(508) 946-0444	5089472005
debbieblais@rcn.com	

69 . Architect:

Name
Address

Contact Person
Telephone No. / Fax. No.
E-mail

Jeffrey M. Metcalfe, RA	
44 Jan Marie Drive	
Plymouth, MA 02360	
Jeffrey M. Metcalfe	
(508) 746-9244	(508) 746-9244
jmilesra@adelphia.net	

70 . Management Agent:

Name
Address

Contact Person
Telephone No. / Fax. No.
E-mail

Peabody Properties Inc	
536 Granite Street	
Braintree, MA 02184	
Melissa Fish-Crane	
(781) 794-1000	7817941084
mfish@peabodyproperties.com	

71 . Attorney (Real Estate):

Name
Address

Contact Person
Telephone No. / Fax. No.
E-mail

Roger Mervis, Atty at Law	
246 Walnut Street, Suite 101	
Newton, MA 02460	
Roger Mervis	
(617) 558-9654	6176419606
rmervis@aol.com	

72 . Attorney (Tax):

Name
Address

Contact Person
Telephone No. / Fax. No.
E-mail

Nixon Peabody LLP	
101 Federal Street	
Boston, MA 02110	
Paul E. Bouton	
(617) 345-1240	(617) 345-1300
pbouton@nixonpeabody.com	

73 . Syndicator:

Name
Address

Contact Person
Telephone No. / Fax. No.
E-mail

TBD	

74 . Guarantor:

Name
 Address

 Contact Person
 Telephone No. / Fax. No.
 E-mail

75 . Service Provider or Coordinator:

Name
 Address

 Contact Person
 Telephone No. / Fax. No.
 E-mail

76 . Marketing Agent:

Name
 Address

 Contact Person
 Telephone No. / Fax. No.
 E-mail

Peabody Properties Inc	
536 Granite Street	
Braintree, MA 02184	
Melissa Fish-Crane	
(781) 794-1000	7817941084
mfish@peabodyproperties.com	

77 .

--

Other role Name
 Address

 Contact Person
 Telephone No. / Fax. No.
 E-mail

78 .

--

Other role Name
 Address

 Contact Person
 Telephone No. / Fax. No.
 E-mail

79 . Is there any identity of interest between any members of the development team?

No

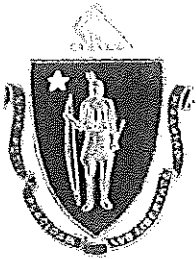
80 . Please describe the relationship of the development entity to sponsoring organizations. Is the entity newly-formed or to-be-formed? Is it a single-purpose corporation? How will the parent corporation provide support to this entity? Include an organizational chart showing other affiliates of the parent corporation, as appropriate, and principals of each.

The Shop Shop Place Manager Corporation is a newly formed entity with no other real estate holdings or audited financial statements. It has been formed to conduct this development project. The Owner, Shoe Shop Place LLC , is a newly formed entity, with no other real estate holdings or audited financial statements.

ATTACHMENT J

NON-CPC FUNDING

COMMITMENT LETTERS



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

July 12, 2012

Dean E. Harrison
The Neighborhood Corporation
120 Ingell Street
Taunton, MA 02780

RE: Massachusetts Rehabilitation Tax Credit Application, Leonard Shaw and Dean Shoe Factory,
151 Peirce Street, Middleborough, MA; MHC# HRC.309

Dear Mr. Harrison:

As Chairman of the Massachusetts Historical Commission, I am pleased to inform you that the above referenced project has been selected to receive an additional \$200,000.00 of state rehabilitation tax credit funds. You remain eligible to apply for additional funds in future rounds, not exceeding a total of 20% of the qualified rehabilitation costs for the project.

This allocation is contingent upon the successful completion of the project and the approval of part three of the state rehabilitation tax credit application in accordance with the regulations (830 CMR 63.38R.1).

Once your project is complete and put into service, you may apply for a Part 3 Certification for your project. Part 3 certification and issuance of a Project Certificate by the Massachusetts Historical Commission is the final step of the tax credit process for a single-phase project. See 830 CMR 63.38R.1(4)(c). After the Project Certificate is issued, no additional credits can be allocated.

Please contact Brona Simon, Executive Director of the Massachusetts Historical Commission, if you have any questions concerning the next steps in this process.

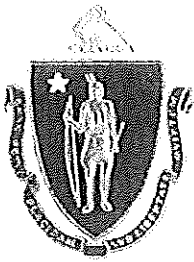
We look forward to working with you toward the successful completion of your project. We hope that this allocation will help you to achieve your preservation goals.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Galvin", written over a printed name and title.

William Francis Galvin
Secretary of the Commonwealth
Chairman, Massachusetts Historical Commission

xc: Dianne L. Siergiej



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

March 8, 2012

Dean E. Harrison
The Neighborhood Corporation
120 Ingell Street
Taunton, MA 02780

RE: Massachusetts Rehabilitation Tax Credit Application, Leonard Shaw and Dean Shoe Factory, 151 Peirce Street, Middleborough, MA; MHC# HRC.309

Dear Mr. Harrison:

As Chairman of the Massachusetts Historical Commission, I am pleased to inform you that the above referenced project has been selected to receive an additional \$200,000.00 of state rehabilitation tax credit funds. You remain eligible to apply for additional funds in future rounds, not exceeding a total of 20% of the qualified rehabilitation costs for the project.

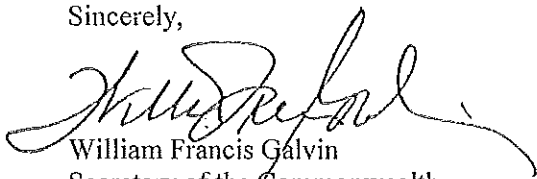
This allocation is contingent upon the successful completion of the project and the approval of part three of the state rehabilitation tax credit application in accordance with the regulations (830 CMR 63.38R.1).

Once your project is complete and put into service, you may apply for a Part 3 Certification for your project. Part 3 certification and issuance of a Project Certificate by the Massachusetts Historical Commission is the final step of the tax credit process for a single-phase project. See 830 CMR 63.38R.1(4)(c). After the Project Certificate is issued, no additional credits can be allocated.

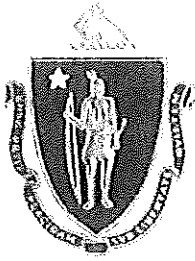
Please contact Brona Simon, Executive Director of the Massachusetts Historical Commission, if you have any questions concerning the next steps in this process.

We look forward to working with you toward the successful completion of your project. We hope that this allocation will help you to achieve your preservation goals.

Sincerely,


William Francis Galvin
Secretary of the Commonwealth
Chairman, Massachusetts Historical Commission

xc: Dianne L. Siergiej



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

October 26, 2011

Dean E. Harrison
The Neighborhood Corporation
120 Ingell Street
Taunton, MA 02780

RE: Massachusetts Rehabilitation Tax Credit Application, Leonard Shaw and Dean Shoe Factory, 151 Peirce Street, Middleborough, MA; MHC# HRC.309

Dear Mr. Harrison:

As Chairman of the Massachusetts Historical Commission, I am pleased to inform you that the above referenced project has been selected to receive an additional \$400,000.00 of state rehabilitation tax credit funds. You remain eligible to apply for additional funds in future rounds, not exceeding a total of 20% of the qualified rehabilitation costs for the project.

This allocation is contingent upon the successful completion of the project and the approval of part three of the state rehabilitation tax credit application in accordance with the regulations (830 CMR 63.38R.1).

Once your project is complete and put into service, you may apply for a Part 3 Certification for your project. Part 3 certification and issuance of a Project Certificate by the Massachusetts Historical Commission is the final step of the tax credit process for a single-phase project. See 830 CMR 63.38R.1(4)(c). After the Project Certificate is issued, no additional credits can be allocated.

Please contact Brona Simon, Executive Director of the Massachusetts Historical Commission, if you have any questions concerning the next steps in this process.

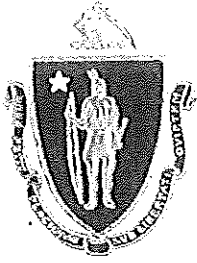
We look forward to working with you toward the successful completion of your project. We hope that this allocation will help you to achieve your preservation goals.

Sincerely,

A handwritten signature in black ink, appearing to read "William Francis Galvin".

William Francis Galvin
Secretary of the Commonwealth
Chairman, Massachusetts Historical Commission

xc: Dianne L. Siergiej



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

July 19, 2011

Dean E. Harrison
The Neighborhood Corporation
120 Ingell Street
Taunton, MA 02780

RE: Massachusetts Rehabilitation Tax Credit Application, Leonard Shaw and Dean Shoe
Factory, 151 Peirce Street, Middleborough, MA; MHC# HRC.309

Dear Mr. Harrison:

As Chairman of the Massachusetts Historical Commission, I am pleased to inform you that the above referenced project has been selected to receive \$300,000.00 of state rehabilitation tax credit funds. You remain eligible to apply for additional funds in future rounds, not exceeding a total of 20% of the qualified rehabilitation costs for the project.

This allocation is contingent upon the successful completion of the project and the approval of part three of the state rehabilitation tax credit application in accordance with the regulations (830 CMR 63.38R.1).

Once your project is complete and put into service, you may apply for a Part 3 Certification for your project. Part 3 certification and issuance of a Project Certificate by the Massachusetts Historical Commission is the final step of the tax credit process for a single-phase project. See 830 CMR 63.38R.1(4)(c). After the Project Certificate is issued, no additional credits can be allocated.

Please contact Brona Simon, Executive Director of the Massachusetts Historical Commission, if you have any questions concerning the next steps in this process.

We look forward to working with you toward the successful completion of your project. We hope that this allocation will help you to achieve your preservation goals.

Sincerely,

A handwritten signature in black ink, appearing to read "William Francis Galvin".

William Francis Galvin
Secretary of the Commonwealth
Chairman, Massachusetts Historical Commission

xc: Dianne L. Siergiej



**Massachusetts
Housing
Partnership**

October 9, 2012

Dean Harrison, Executive Director
The Neighborhood Corporation
120 Ingell Street
Taunton, MA 02780

160 Federal Street
Boston, Massachusetts 02110
Tel: 617-330-9955
Fax: 617-330-1919

Re: Shoe Shop Place Apts., 151 Peirce Street, Middleborough (the "Project")

Dear Mr. Harrison:

This letter is to indicate the strong interest and support of Massachusetts Housing Partnership Fund to provide permanent financing for the Shoe Shop Place Apartments development in Middleborough. I understand that the Project consists of the historic adaptive re-use of a 28,520 square foot, 3-story, vacant mill building to create twenty-four (24) rental housing units (four (4) one-bedroom, seventeen (17) two-bedrooms and three (3) three-bedrooms) and thirty nine (39) parking spaces located at 151 Peirce Street in Middleborough, Massachusetts on a .78 acre site.

462 Main Street
Amherst, Massachusetts 01002
Tel: 413-253-7379
Fax: 413-253-3002

www.mhp.net

We have completed a preliminary review of the development and operating projections to determine that based on today's interest rate, and your affordability approach of 100% affordability at 60% of the area median income (as required in the Section 42 low-income housing tax credit program), total permanent financing of up to \$1,500,000 would be feasible for this project as detailed below:

Loan Amount: First Mortgage Loan: \$1,500,000, subject to an appraisal that indicates the value of the Property provides a loan-to-value ratio of not more than 85%. Borrower will be eligible for a higher loan amount if, at the time of permanent loan closing, it is demonstrated to MHP's satisfaction that the rents achieved provide us with an equivalent-quality loan.

Rate: As of today, the rate on the first mortgage would be 5.90% for a 20 year term with a 30 year amortization ("20/30"). This rate includes an 18-month rate lock as well as a 45 basis point cushion on the rate to hedge against increases to the interest rate.

Fee: 1% of the First Mortgage Loan and of this amount, 0.5% will be due at commitment and 0.5% will be due at the earlier of the date the interest rate is locked or loan closing.

Dean Harrison
October 9, 2012
Page Two

**Operating Reserve
Requirements:**

An operating reserve must be capitalized at permanent loan closing to provide minimum debt service coverage of 1.10x throughout the life of the loan. Based on the rates used in this underwriting, the amount of this reserve is approximately \$53,389.

Please understand that this outline of terms and partial conditions is not a commitment to lend, either expressed or implied, and that the conditions set forth herein are a partial list of the conditions that would be included in any MHP Fund commitment letter.

After visiting the property and spending time with the development team, we were encouraged and impressed with the development plans for the site and your ability to assemble such a strong team of experienced affordable housing real estate professionals.

We look forward to learning more about this project as you seek the financing commitments you need to move forward. Please keep me informed of your progress.

Sincerely,



Nancy McCafferty
Senior Loan Officer

cc: Debbie Blais, Debbie Blais Real Estate

October 3, 2012

Debra L. Blais
Shoe Shop Place, LLC
106 West Grove St. Suite 2
Middleboro, MA 02346

RE: Shoe Shop Place, 151 Peirce Street, Middleboro, MA, ("the Property")

Dear Ms. Blais:

It's my pleasure to present you this updated proposal for construction financing based on my proposals of April 25, 2011, February 1, 2012 and the recent e-mail received from Dean Harrison. I hope that it meets with your satisfaction. This proposal is made for discussion purposes only, at this time, and is subject to further due diligence and ultimately must be approved by the Bank. None the less, it should give you a good idea of what we hope to do for you.

Rockland Trust proposes to finance Shoe Shop Place under the following terms and conditions:

Rate: National Prime plus 1.25% floating but at no time will the rate be less than 4.25%.

Payment: Interest only, billed monthly based on the actual usage of the proceeds.

Amount: The lesser of \$4,000,000.00 or 75% of the Fee Simple Appraised Value of the real property only advanced on a construction basis to reimburse for completed work that is within the scope of the project. This amount, aggregated with other amounts will need to be sufficient to complete the project in its entirety with reasonable contingencies included. This loan will be assumed to be available for the last items to be funded in the project. This implies that sufficient equity or junior financing will need to be funded prior to the Bank's funding under terms and conditions that are acceptable to the Bank.

Borrower: The single asset holding entity that owns the Property.

Use: Construction of up to 24 "Affordable" rental units at the Property.

Maturity: Up to 24 months from the closing date.

Collateral: As collateral for the loan, the Borrower will grant the Bank a valid first mortgage on the land and improvements located at the property, together with an assignment of all leases and rents of the property. The

Borrower will also grant the Bank a first security interest in all of its personal property located on the property.

Debt Service Coverage Ratio: Minimum of 1.20 times as calculated by the Bank on all Borrower debt.

Loan to Value: Maximum of 75% based on a Fee Simple Appraisal.

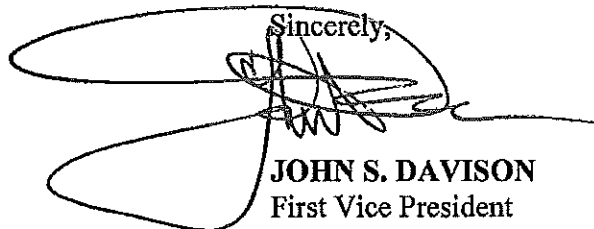
Guarantee: The unlimited guarantee of Debra Blais will be required.

Permanent Financing: This loan is intended to be for the construction of the Property only. A commitment for permanent financing must be received by the Bank, the terms and conditions of which must be acceptable to the Bank in every way.

Appraisal and Environmental Reports: Must be satisfactory to the Bank in every way.

The initial application fee is \$1,000.00 and the Bank will charge a commitment fee of one point (1% of the committed amount). All other underwriting costs including the appraisal and attorney related fees would be the Borrower's responsibility to pay as incurred. This proposal assumes that Rockland Trust would remain the primary depository of the Borrower and any related entities.

I sincerely hope that this proposal meets your expectations and that we can begin to expand the successful relationship we've had over the past several years. I look forward to working with you on this project. As always feel free to call me with any question and keep me posted on the progress of the project as appropriate.

Sincerely,

JOHN S. DAVISON
First Vice President

HUDSON

HOUSING CAPITAL

October 9, 2012

Dean Harrison
Executive Director
The Neighborhood Corporation
120 Ingell Street
Taunton, MA 02780

Re: **Shoe Shop Place, Middleboro, MA**

Dear Mr. Harrison:

Thank you for providing Hudson Housing Capital LLC ("Hudson", the "Company") with the opportunity to extend a purchase offer for the limited partnership interest in the Shoe Shop Place LLC (the "Partnership").

Hudson is a Delaware limited liability company formed to directly acquire limited partnership interests in partnerships which own apartment complexes qualifying for low-income housing tax credits ("Tax Credits") under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code").

Set forth is our proposal ("Letter of Intent") as to the basic business terms under which Hudson or its designee ("Investor") will acquire a 99.99% limited partnership interest in the partnership (the "Partnership"), which will own a 24-unit complex in Middleboro, Massachusetts (the "Property"). You have advised us that a to-be formed entity jointly owned by The Neighborhood Corporation and Blais Builders Inc (the "General Partner") will be the managing member of the Partnership. An affiliate of Hudson Housing will be admitted to the Partnership as a special limited partner (the "SLP") with limited supervisory rights. Individuals and/or entity (the "Guarantor(s)") acceptable to Hudson shall guarantee the obligations of the General Partner.

You have advised us that you will be applying for an allocation of 9% Federal Low Income Housing Tax Credits in the amount of \$442,800 annually for a period of 10 years and that all 24 units will qualify for Tax Credits. Additionally, you expect the property will qualify for and receive Federal Historic Tax Credits ("FHTC") of approximately \$1,376,244.

I. Equity Investment

Assuming a closing no later than June 30, 2013, the Investor will contribute to the Partnership a total of \$5,223,297 (the "Total Equity"), or approximately \$0.90 (the "Tax Credit Ratio") per total Tax Credit available to the Investor and \$0.90 (the "Federal Historic Tax Credit Ratio") per total Federal Historic Tax Credit available to the Investor payable in the following installments:

Contribution	Contribution %	Timing
First	10%	At Closing
Second	55%	Later of July 1, 2014, 100% Construction Completion and receipt of Part III FHTC Final Approvals
Third	25%	Later of Permanent Loan Conversion and Breakeven
Fourth	10%	Upon receipt of Forms 8609

- a. **First Capital Contribution** The Investor will fund the First Capital Contribution at closing.
- b. **Second Capital Contribution.** The Second Capital Contribution will be paid upon the later of July 1, 2014 and the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) issuance of Certificates of Occupancy for 100% of the units in the Property; (iii) receipt of an unaudited cost certification for the Property from independent accountants to the Partnership (the "Accountants"), setting forth the eligible basis and the total available Tax Credits; (iv) if not received at the Initial Closing, receipt of a carry-over allocation for the Property; (v) receipt of a pay-off letter from the general contractor or sub-contractors, as applicable; (vi) satisfactory financial condition of the Guarantors (no event of bankruptcy); (vii) receipt of Part III of the application for FHTC as approved by the United States Department of the Interior along with all other necessary approvals required to claim FHTC; (viii) receipt of prior year's income tax returns in the event such returns are then due.
- c. **Third Capital Contribution.** The Third Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) closing of the permanent first mortgage loan ("Permanent Loan Closing"); (ii) receipt of final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Partnership will claim for 2014 and 2015 and the amount allocable to each partner (the "Final Certification"); (iii) receipt of prior year's income tax returns in the event such returns are then due; (iv) qualification of 100% of the set-aside apartment units in the Property for Tax Credits; (v) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred and (viii)

achievement of Breakeven level for three consecutive months (the "Breakeven Date").

"Breakeven" shall mean that, for each such month, occupancy is at least 95% and that (i) Property income (with rents equal to the Section 8 rents for units covered by the HAP Contract net of the applicable utility allowances and rents not to exceed the lesser of the maximum allowed tax credit rents net of the applicable utility allowances and the market rent, for any unit not covered by the HAP Contract) exceeds Expenses including replacement reserves, reassessed taxes, and generates debt service coverage on any must pay debt service (calculated on a stabilized and accrual basis) and generates debt service coverage of not less than 1.20, assuming the greater of actual or a 5% vacancy rate on the residential income.

- d. Fourth Capital Contribution.* The Fourth Capital Contribution will be paid upon satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) receipt of Form 8609 with respect to all buildings constituting the Property; and (ii) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred.

If the conditions for payment of the Fourth Capital Contribution have been met except for the receipt of (ii) above, \$15,000 of the Fourth Capital Contribution will be held back and paid upon receipt of the same.

Our offer assumes \$250,000 of depreciable site work.

II. Developer Fee

The Developer shall receive a Development Fee of \$802,656, which shall be paid pursuant to an agreed upon schedule. You have represented that the amount of the Development Fee does not exceed the amount permitted to be paid by the Massachusetts Department of Housing and Community Development. Deferred developer fees shall be paid from available cash flow as detailed in Section V. Principal payments on the deferred developer fees shall commence with the funding of the Third Capital Contribution. The General Partner agrees to make a special capital contribution to the Partnership equal to any unpaid balance of the deferred portion of the Development Fee if such portion has not been fully paid within 13 years from construction completion.

III. Property Management Fee

The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 6.0% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the General Partner in the event of fraud/gross negligence or material default by the Manager). If the managing agent is affiliated with the General Partner, the management agreement shall provide for a deferral of up to 1/2 of the management fee in the event that the property does not generate positive Cash Flow.

IV. Incentive Management Fee

An Incentive Management fee of up to 90% of annual Cash Flow as defined in V below (but not to exceed 8% of gross income in any year) shall be payable to the General Partner; but such fee shall be payable only after any deferred base management fees and any Operating Deficit Loans made pursuant to Section VII. d. below have been fully paid.

V. Cash Flow Distributions

Prior to the Breakeven Date

Any Cash Flow and income generated by the Property prior to the Breakeven Date will be allocated to the General Partner.

Subsequent to the Breakeven Date

Cash flow from the Property, after payment of operating expenses (including the Administrative Expense Reimbursement, current and any deferred property management fees from prior years, debt service), replenishment of required reserves (including any reserve payments which were not made due to insufficient cash flow) and payment of any tax liability incurred by the Limited Partner ("Cash Flow"), shall be distributed annually (subsequent to the Breakeven Date) as follows:

- a. to the payment of any Operating Deficit Loans, if any;
- b. to maintain the Minimum Balance in the Operating Reserve;
- c. 90% of Cash Flow after V(b) to payment of the Developer Fee until paid in full, and then to an Incentive Management Fee to the General Partner and the balance if any to the General Partner as a preferred distribution with an equivalent allocation of income; and
- d. the balance in accordance with partnership interests.

VI. Sale or Refinancing Proceeds

Net sale or refinancing proceeds (i.e., after payment of, outstanding debts, liabilities other than to the General Partner and its affiliates and expenses of the Partnership and establishment of necessary reserves) shall be distributed as follows:

- a. Repayment of outstanding loans by the limited partners, if any;
- b. Payment of amounts due to the limited partners under the Tax Credit Adjuster;
- c. Repayment of outstanding loans by the General Partner, including the Developer Fee Note (if not paid) and Operating Deficit loans; and 10% to the Investor and 90% to the General Partner, with the Investor share in no event being less than its tax liability upon such sale.

Right of First Refusal

A qualified non-profit corporation designated by the General Partner shall also have a right of first refusal (for a period of 12 months subsequent to the expiration of the tax

credit compliance period) as allowed under Section 42 to purchase the Property for the outstanding debt plus all exit taxes of the limited partners.

VII. General Partner Commitments

- a. ***Low Income Housing Tax Credit Adjustment.*** Our offer is based upon the assumption that the Partnership will qualify for and claim Federal Low Income Tax Credits of \$187,575 in 2014, the full amount of the Partnership's Tax Credit allocation, \$442,800 for each year from 2015 through 2023 and \$255,225 in 2024. Our offer also assumes that the Partnership will qualify and claim federal Historic Tax Credits of \$1,376,244 in 2014.

In the event that either the Form 8609's or the Final Certification indicate that the Property will not generate the projected aggregate amount of Tax Credits and FHTC (other than as specified below), the Partnership Agreement will provide for a return of such capital, an adjustment in the amount of any unpaid Capital Contributions and/or a payment by the General Partner to the Investor, sufficient to restore the Tax Credit Ratio as defined above.

Notwithstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credits allocable to the Partnership is unchanged, the amount of Tax Credits allocable to the Partnership in 2013 and 2014 is less than the amounts specified above, the Second Capital Contribution, and if necessary, the Third and Fourth Capital Contributions, will be reduced by \$0.65 for each dollar by which such amounts exceed the amount of Tax Credits allocable to the Partnership for such period.

After the Form 8609's have been issued, in the event that the actual amount of Tax Credits and/or FHTCs which may be claimed by the Partnership is less than the amount specified in such Forms, the General Partner shall reimburse the Investor for each lost dollar of Tax Credits and FHTCs, on a dollar-for-dollar basis. Similarly, if there is a recapture of Tax Credits and FHTCs (except from the sale or transfer of the Investor's interest in the Partnership, or due to a change of applicable tax law), the General Partner shall upon demand indemnify the Investor and its partners against any Tax Credit recapture liability (including interest, penalties and any reasonable related legal or accounting costs) which they may incur during the Compliance Period.

- b. ***Development Deficit Guarantee.*** The General Partner shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and operations until the Breakeven Date exceed the amount of any funding by approved permanent third party lenders, any unpaid Development Fees and the amount of the Investor's capital commitment (adjusted as set forth above), the General Partner shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the Breakeven Date has been achieved.

The development budget shall include a hard cost contingency equal to 10% of construction hard costs that shall be outside the contractor's control. The contractor shall be required to post a 100% payment and performance bond or a 15% letter of credit.

- c. ***Operating Deficit Guaranty.*** The General Partner shall make interest free loans to the Partnership (repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits (including the Minimum Deposit described in VII e. below and the administration fee described in VIII. a. below) incurred during the period beginning on the Breakeven Date and ending on the completion of five consecutive years of Breakeven operations, in an amount not to exceed 12 months of underwritten operating expenses in the aggregate (the "Operating Deficit Guaranty").

Notwithstanding anything to the contrary contained herein, in the event that the HAP Contract is not renewed at any time during the compliance period or the HAP Contract rent levels are reduced, the General Partner shall make interest free loans to the Partnership (repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits incurred in any given year, but not to exceed the difference between the greater of actual or underwritten HAP Contract rents and the maximum allowed tax credit rents (the "Excess HAP Income"), as annualized, for the term of the compliance period (the "Section 8 Guaranty")

An Operating Reserve in an amount equal to six months debt service and six months underwritten expenses shall be funded at the time of the Third Capital Contribution. The General Partner shall be obligated to fund this reserve. The Operating Reserve shall be maintained for the duration of the compliance period and any draws shall be replenished from Cash Flow (the "Minimum Balance"). No withdrawals will be allowed from this reserve until the General Partner meets its obligations under the Operating Deficit Guaranty and the Section 8 Guaranty.

- d. ***Obligations of General Partner:*** Immediately following the occurrence of any of the following events, (x) the General Partner shall admit the Special Limited Partner or its designee as the managing general partner of the Partnership and, at the option of the Investor, withdraw from the Partnership; or, (y) at the option of the Investor with respect to any of the events described in clauses (i) through (v) below, repurchase the Investor's interest in the Partnership: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by no later than December 31, 2014; (iii) the loan commitments are canceled or substantially modified, and suitable replacement loans to be approved by the Investor are not obtained or if the Property qualifies for a loans not sufficient to balance the sources and uses of funds; (iv) the breakeven/permanent loan closing has not occurred not later than June 30, 2015; (v) the Partnership fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use

Commitment by the close of the first year of the Credit Period: (vi) the Partnership shall have been declared in default by any mortgage lender or under the tax credit allocation or foreclosure proceedings have been commenced against the Property and such default is not cured or such proceeding is not dismissed within 30 days; or (vii) there is a material violation of the Partnership Agreement by the General Partner or if the property manager is an affiliate of the General Partner, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Partnership or the Property and is not cured within the applicable cure period.

If the Investor elects to have its interest repurchased by the General Partner, the repurchase price shall be equal to 107% of the Total Equity plus interest at Prime + 1% plus any tax liability incurred by the investor as a result of such repurchase less any amounts of the Total Equity not funded to date.

- e. **Replacement Reserve.** Commencing with the month following Completion, the Partnership will make a minimum monthly replacement reserve deposit (the "Minimum Deposit") equal to (on an annualized basis) the greater of (i) the amount required by the permanent lender and (ii) \$350/unit. The amount of the Minimum Deposit shall be increased annually by a percentage (the "CPI Percentage"). If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, Investor will establish a separate account into which the General Partner will deposit the difference. Any interest earned on such account shall become a part thereof.
- f. **Reporting.** The Partnership will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Partnership, not later than November 1 of the preceding year; and (d) the Partnership's tax returns and K-1 forms within 45 days after the end of each fiscal year. The penalty for any failure to deliver Partnership tax returns or K-1 forms prior to the specified deadline shall be (i) \$50 per day for the first seven days after such deadline, (ii) \$100 per day for the next seven days and (iii) \$150 per day thereafter, provided that the amount of such penalty shall not exceed \$5,000 in any year.

VIII. Fees to Affiliates of Hudson

Administrative Expense Reimbursement. An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Partnership in the amount of \$7,500, which amount shall be increased annually by the CPI Percentage.

IX. Representations, Warranties and Covenants

The General Partner shall make certain representations and warranties as to the Partnership, the General Partner and the Property to be set forth in the Partnership Agreement.

X. Accountants

The Accountants for the Partnership ("Accountants") shall be the Reznick Group or Novogradac & Company. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in I.c., above.

XI. Investment Partnership Rights

The Partnership Agreement will provide certain approval rights as to major actions proposed to be taken by the General Partner. The Investor shall have the right to remove the General Partner and the Manager for cause.

XII. Insurance

At the closing, the General Partner shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a "date down" of such policy shall be provided. The General Partner shall provide for (i) liability (general and excess) insurance in an amount of at least \$6,000,000 (adjusted periodically to maintain the coverage as adjusted for inflation), (ii) hazard insurance (including boiler and machinery coverage) in an amount of not less than the replacement value of the Property, (iii) rental loss insurance for a period of 12 months after the date of loss and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects and engineers shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and shall otherwise be subject to Investor approval.

XIII. Indemnity Agreement

The General Partner shall indemnify the Investor, Hudson and its affiliates, and their respective officers, directors for any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not misleading, by the General Partner or its agents set forth in any document delivered by the General Partner or its agents in connection with the acquisition of the Property, the investment by the Investor in the Partnership and the execution of the Partnership Agreement.

XIV. General Conditions

Payment of the Second and Third Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) receipt of estoppel letter(s) from all

lenders, (ii) review of title (including a "date-down" endorsement), survey, environmental and other legal and regulatory matters, (iii) receipt of a "date-down" legal opinion from counsel to the Partnership and (iv) certification by the General Partner as to the continued accuracy of representations and warranties made in the Partnership Agreement.

XV. Conditions to Closing

Hudson will perform, and will request the full cooperation of you and your professionals in, customary due diligence in connection with the acquisition of the Property and the Investor interest in the Partnership.

To facilitate the due diligence process, you agree to deliver to Hudson in a timely manner: (i) an appraisal; (ii) a Phase I environmental study of the Property site, prepared in accordance with ASTM standards, and any subsequent additional testing deemed necessary by Investor in its sole discretion; (iii) evidence of the required approval of the transaction by any governmental entity; (iv) evidence of the allocation/reservation of Tax Credits and FHTCs; (v) evidence of payment by the General Partner of any taxes imposed on the transfer of the limited Partnership interest in the Partnership; (vi) representation from a certified public accountant with regard to the tax credit basis being sufficient to support the allocated tax credits; (vii) evidence of the financial status of the guarantor(s) by way of current financial statements prepared in accordance with A.I.C.P.A. standard; and (viii) such other materials as are reasonably required by Investor as part of its customary financial and legal due diligence review. Such items shall be prepared and furnished at your own expense. Your execution of this letter will also be deemed consent to perform background checks on the principal(s) of the General Partner and Developer, as well as any individual guarantors. At closing, Hudson shall be reimbursed up to \$40,000 for its legal and due diligence related expenses. The General Partners understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Partnership shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections.

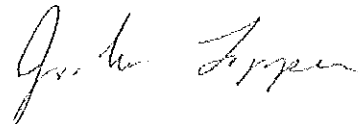
Additionally, approval of this transaction is subject to Investor's satisfactory completion of due diligence (including site visit) in its sole discretion. By executing this proposal and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this Letter of Intent is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Partnership, which notification shall be given not later than 45 days from our receipt of this letter executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials.

Mr. Dean Harrison
Letter of Intent – Shoe Shop Place
October 9, 2012 Page 10

If the above proposal is acceptable, please indicate your acceptance by executing two copies of this Letter of Intent and returning one to Hudson at the above address. We look forward to working with you.

Sincerely,

Hudson Housing Capital LLC



By: _____
Joshua Lappen
Assistant Vice President

ACCEPTED AND AGREED TO
THIS ____ DAY OF _____, 2012

By: _____
Name:

**AGREEMENT
FOR THE SALE AND PURCHASE OF MA HISTORIC TAX CREDITS**

Agreement made as of this 5th day of October, 2012 by and between

Dorfman Company, Inc., a corporation organized and existing pursuant to the laws of the State of MA with an office and place of business at 109 Cherry Tree Road, Cotuit, MA 02635 ("Dorfman") and

Neighborhood Corp, a corporation organized and existing pursuant to the laws of the Commonwealth of Massachusetts with an office and place of business at 120 Ingell Street, Taunton, MA 02780 ("Seller").

Whereas, Seller will receive a transferable Massachusetts Historic Tax Credit for the rehabilitation of the Shoe Place Building in Middleboro, MA in the amount up to \$1,300,000 for the tax year 2013 or 2014 (the "Tax Credit"); and

Whereas, Dorfman is in the trade or business of identifying parties who desire to purchase transferable tax credits and brokering the sales thereof; and

Whereas, Seller desires Dorfman to find a purchaser for the Tax Credit:

NOW THEREFORE in consideration of the premises and covenants herein contained and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties hereto covenant and agree as follows:

1. The Tax Credit Sale. The tax credit purchaser ("the Credit Purchaser") and Seller will enter into a Purchase Agreement when a Part 3 Tax Credit Application is submitted to the MA Historic Commission regarding the entire Tax Credits at the price agreed upon (see "Net Price" definition below). Upon the transfer of the Tax Credit and payment of the entire purchase price, Seller will pay a fee, hereinafter described to Dorfman for services rendered. Seller agrees not to contact, pursue or negotiate with any capital sources other than Dorfman regarding the sale of the Tax Credit and/or the provision of services described herein

2. The Fee. For the purposes of calculating the fee to be paid, the following terms have the following meanings:

a. "Gross Price" means the total price to be paid by the Credit Purchaser to Seller for the Tax Credit, expressed as a rate per Tax Credit Dollar (as that term is hereafter defined).

b. "Net Price" means the net amount to be received by Seller after payment of the Fee. The Net Price on this transaction is \$.84.

c. "Tax Credit Dollar" means a dollar of Massachusetts Historic Tax Credit.

d. "Fee" means the fee to be paid to Dorfman. The Fee for this transaction will be equal to the Gross Price less the Net Price expressed as a rate per Tax Credit Dollar multiplied by the Tax Credit amount transferred, i.e. [(Gross Price per Tax Credit Dollar minus Net Price per Tax Credit Dollar) times (amount of Tax Credit transferred)].

3. Payment of Fee. The Fee is due and payable to Dorfman upon receipt by Seller of the Gross Price from the Credit Purchaser in good funds, i.e., either in cash, or by wire transfer, or by a bank or certified check.

4. Time of Closing. The Credit Purchaser will buy the entire Tax Credit from Seller within 2 business days of the date the Tax Credit becomes available for transfer.

5. Advertising of Transaction. If this transaction is consummated as set forth herein, then Dorfman will have the right to advertise the success of the transaction.

6. In the event Seller and its affiliates enters into a sale of the Tax Credit to the Credit Purchaser pursuant to paragraph 1 above, and further providing said sale closes and the Net Price is paid to Seller, Seller agrees that should it sell a tax credit to the same business entity identified in this transaction as the Credit Purchaser for the tax years 2012, 2013, 2014, 2015 or 2016, it will pay a fee to Dorfman constructed in the same manner as provided in paragraph 2d above. This obligation does not survive the termination of this agreement, will not be construed to require Seller to enter into any other or further agreements with Dorfman or the Credit Purchaser (including but not limited to agreements pertaining to the 2011-2015 tax years), and does not apply to sales of tax credits to any other party other than the business entity identified as the Credit Purchaser.

7. Dorfman and Seller each agree to indemnify the other for any damages incurred as a direct result of any intentional bad faith or fraud.

8. All disputes arising out of or in connection with this Agreement shall be finally settled by one or more arbitrators appointed by the local chapter of the American Arbitration Association.

9. The terms of this Agreement including the name of the Credit Purchaser, the pricing and fee arrangement are strictly confidential.

DORFMAN COMPANY, INC.

Bob Dorfman

By
Robert S. Dorfman
Its President

Dated: October 4, 2012

NEIGHBORHOOD CORP

By _____
Dean Harrison

Dated: October , 2012



Greater Attleboro/Taunton

HOME Consortium

45 School Street, 2nd Flr
Taunton, MA 02780
Phone: 508-821-1030

October 5, 2012

Dean Harrison, Executive Director
The Neighborhood Corporation
120 Ingell Street
Taunton, MA 02780

Dear Mr. Harrison:

I am pleased to inform you that The Greater Attleboro/Taunton HOME Consortium (GATHC) has voted to approve your request of \$100,000 in HOME funds to be used for the Shoe Shop Place Project in the town of Middleboro.

The funding award is contingent upon the approval of The Neighborhood Corporation's *One-Stop Application* by the state Department of Housing and Community Development (DHCD) and the ability of The Neighborhood Corporation to satisfy all HOME rules, including the federal Appropriations Act of 2012. The award will remain in effect until such time that a decision on your *One-Stop Application* is rendered by DHCD. If that decision is favorable and all HOME rules and requirements are satisfied, then a formal commitment letter will be prepared and executed.

The GATHC continues to strongly support the Shoe Shop Place Project. In the past, GATHC has committed substantial funds to the project and has provided significant staff time for that key initiative, specifically with regard to the completion of a full environmental assessment. It is hoped that this renewed commitment of HOME funds by the GATHC will help pave the way for a favorable decision by DHCD, thereby allowing this important affordable housing to finally move forward.

Once again, congratulations and best wishes to you and The Neighborhood Corporation on your successful HOME application. Please keep us informed as to any new information as it becomes available.

Sincerely,

Michael Ferreira

Cc: Kevin Shea, Executive Director
Jane Kudcey, Program Manager

ATTACHMENT K
ASSESSOR'S MAP

LEGEND

- Subject Property Line
- Property Line
- Chain link fence
- Existing Building
- Former Underground Storage Tank (UST)
- Monitoring Well
- Soil Boring

0 15 30 Feet
Approximate Scale: 1 inch = 30 feet

Resource Controls
Environmental Remediation & Investigation Services, Inc.

SITE PLAN

CURANT: NEIGHBORHOOD CORPORATION

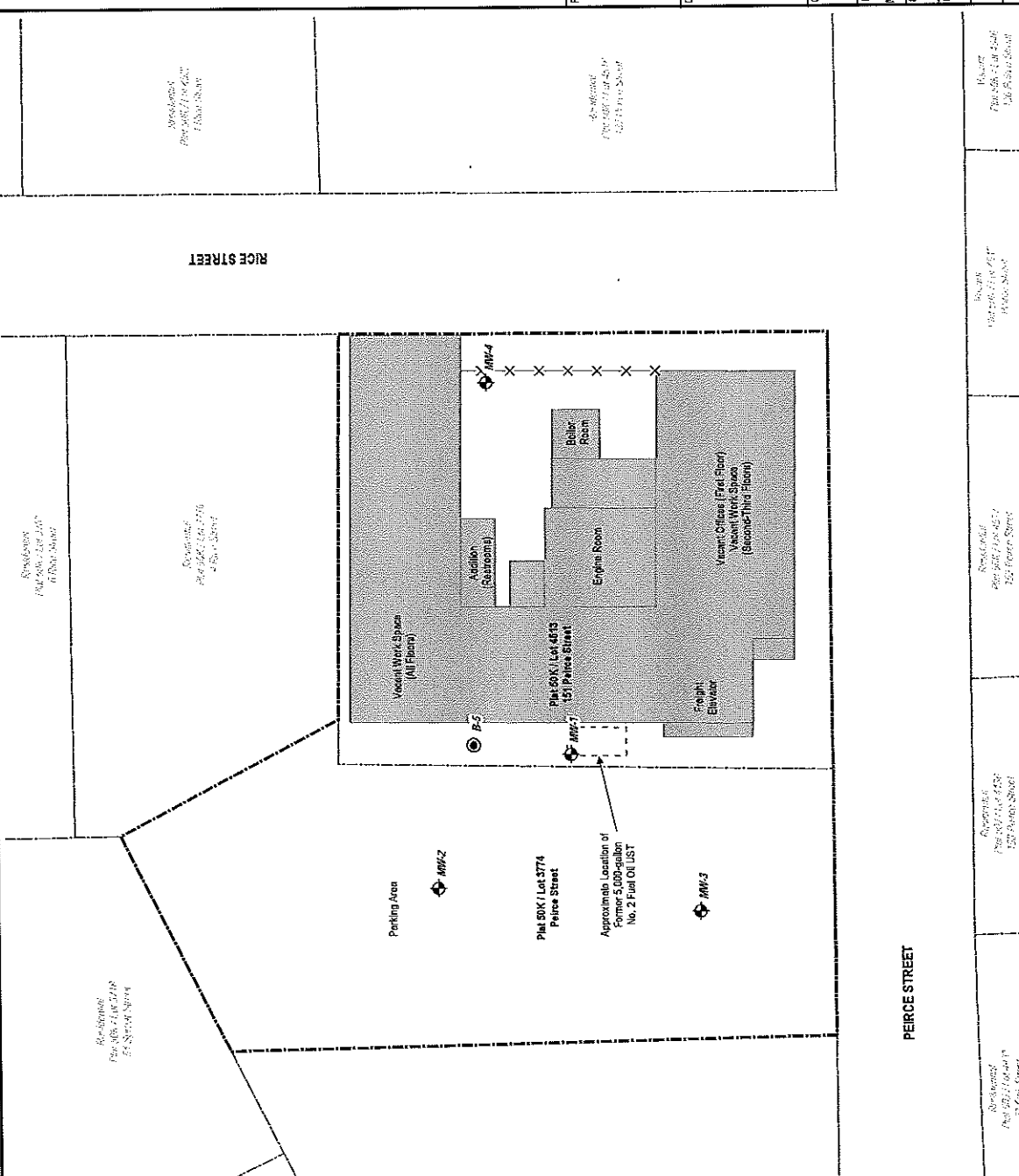
**LOCATION: 161 PERCE STREET
MIDDLEBOROUGH, MASSACHUSETTS**

DESIGNED BY: JVF
CHECKED BY: JJK
APPROVED BY: JJK

DRAWING DATE: 04/21/2011
SHEET NUMBER: 1 of 1

PROJECT NUMBER: A7011
DRAWING NAME: SITE SKETCH

FIGURE 2



Date Source:

1. Massachusetts Geographic Information Systems
2. Middleborough Assessor's Office
3. Historical Information from Neighborhood Corporation
4. Field activities conducted by Resource Controls

Note: Locations of property lines and site features are approximate.

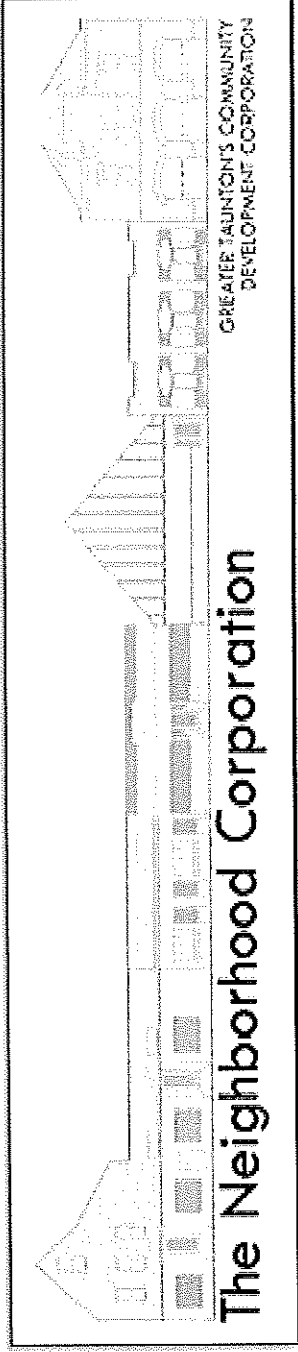
Resource Controls
171 Perce Street
Middleborough, MA 01545
Tel: 508-734-4419
Fax: 508-734-4419

Resource Controls
157 Perce Street
Middleborough, MA 01545
Tel: 508-734-4419
Fax: 508-734-4419

Resource Controls
157 Perce Street
Middleborough, MA 01545
Tel: 508-734-4419
Fax: 508-734-4419

ATTACHMENT L

PHOTOGRAPHS



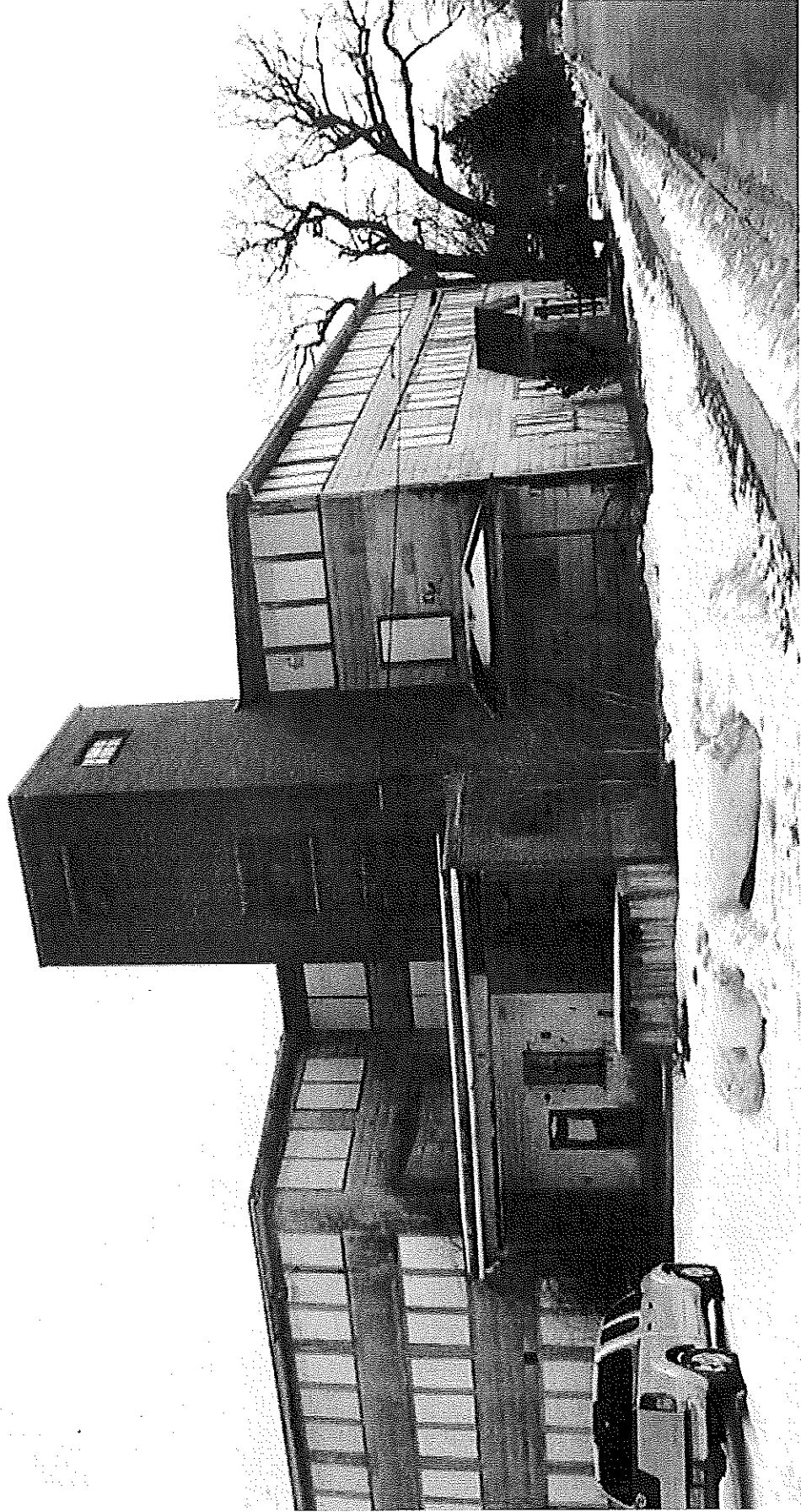
The Neighborhood Corporation
Shoe Shop Place
Photographs
Middleborough, MA

For
Community Preservation Committee
Application for Community Preservation Funding

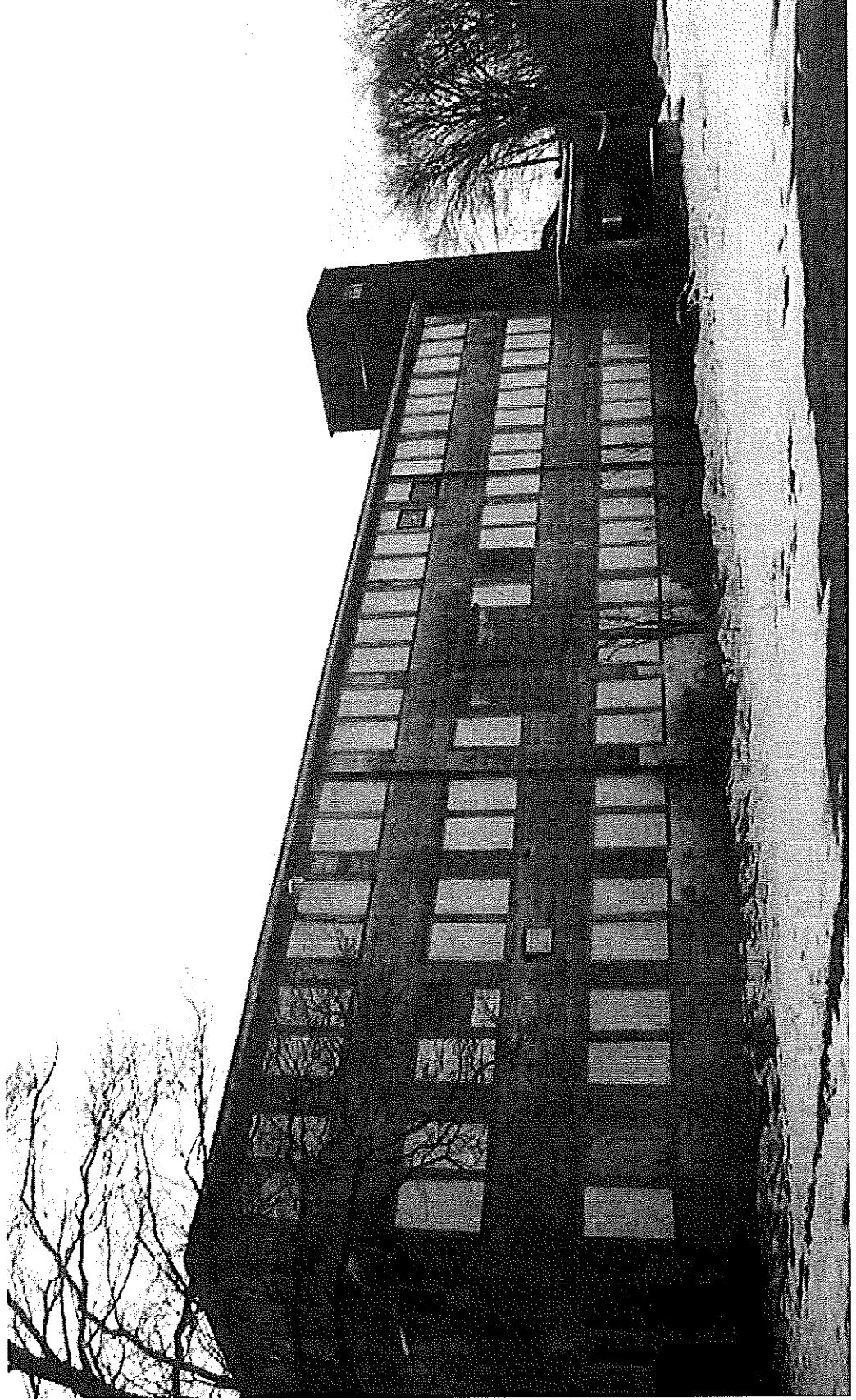
The Neighborhood Corporation



The Neighborhood Corporation



The Neighborhood Corporation



The Neighborhood Corporation



The Neighborhood Corporation



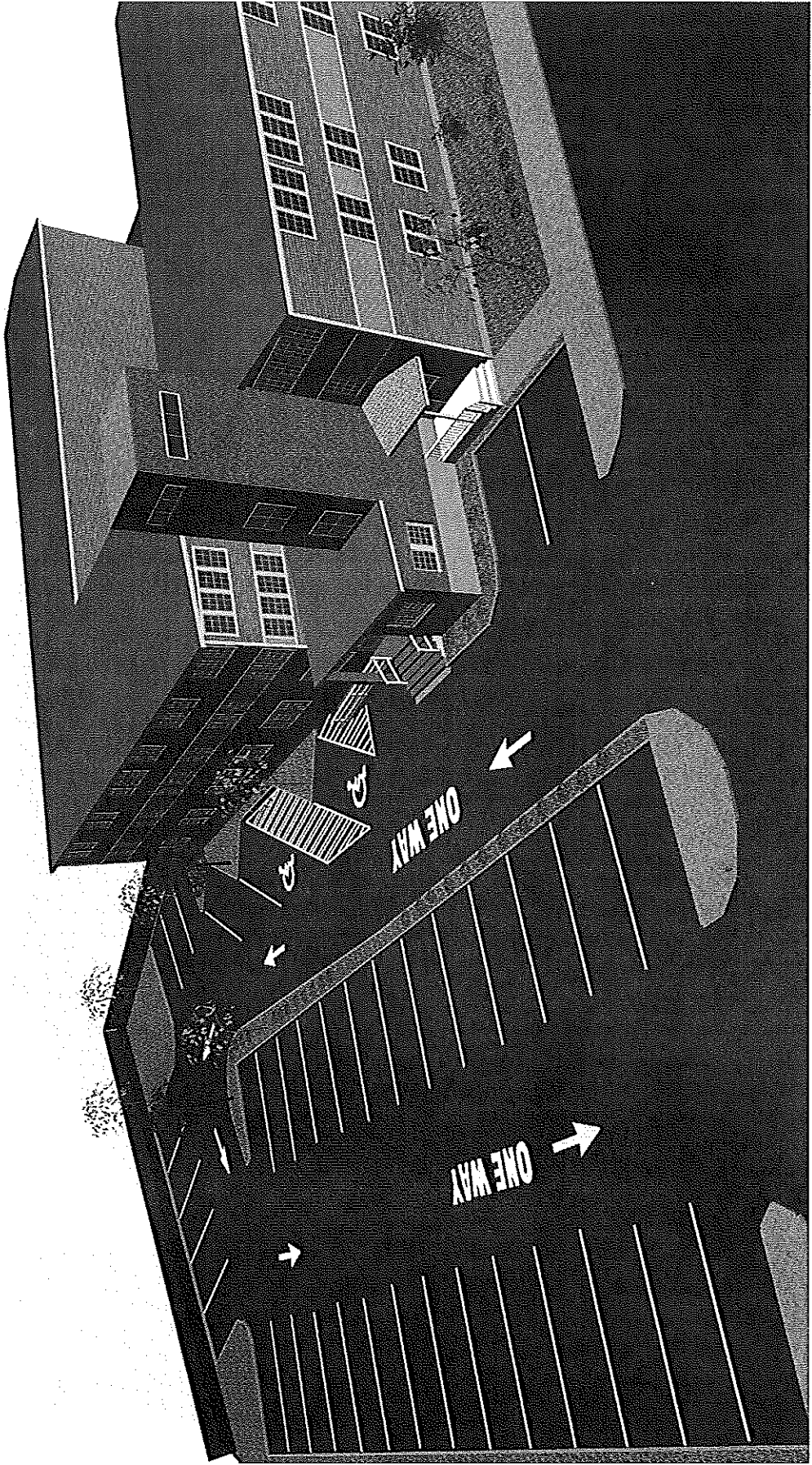
The Neighborhood Corporation



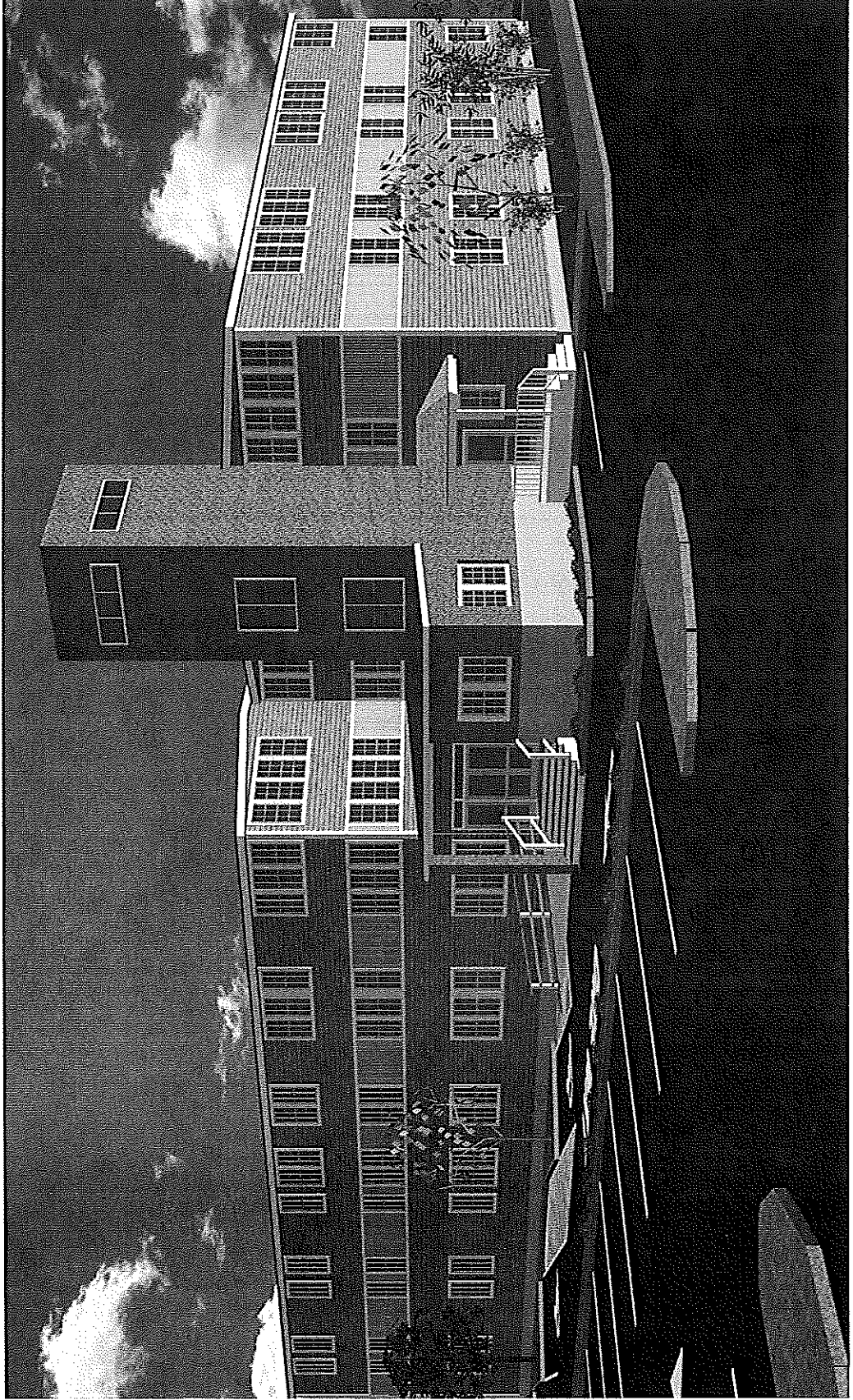
The Neighborhood Corporation



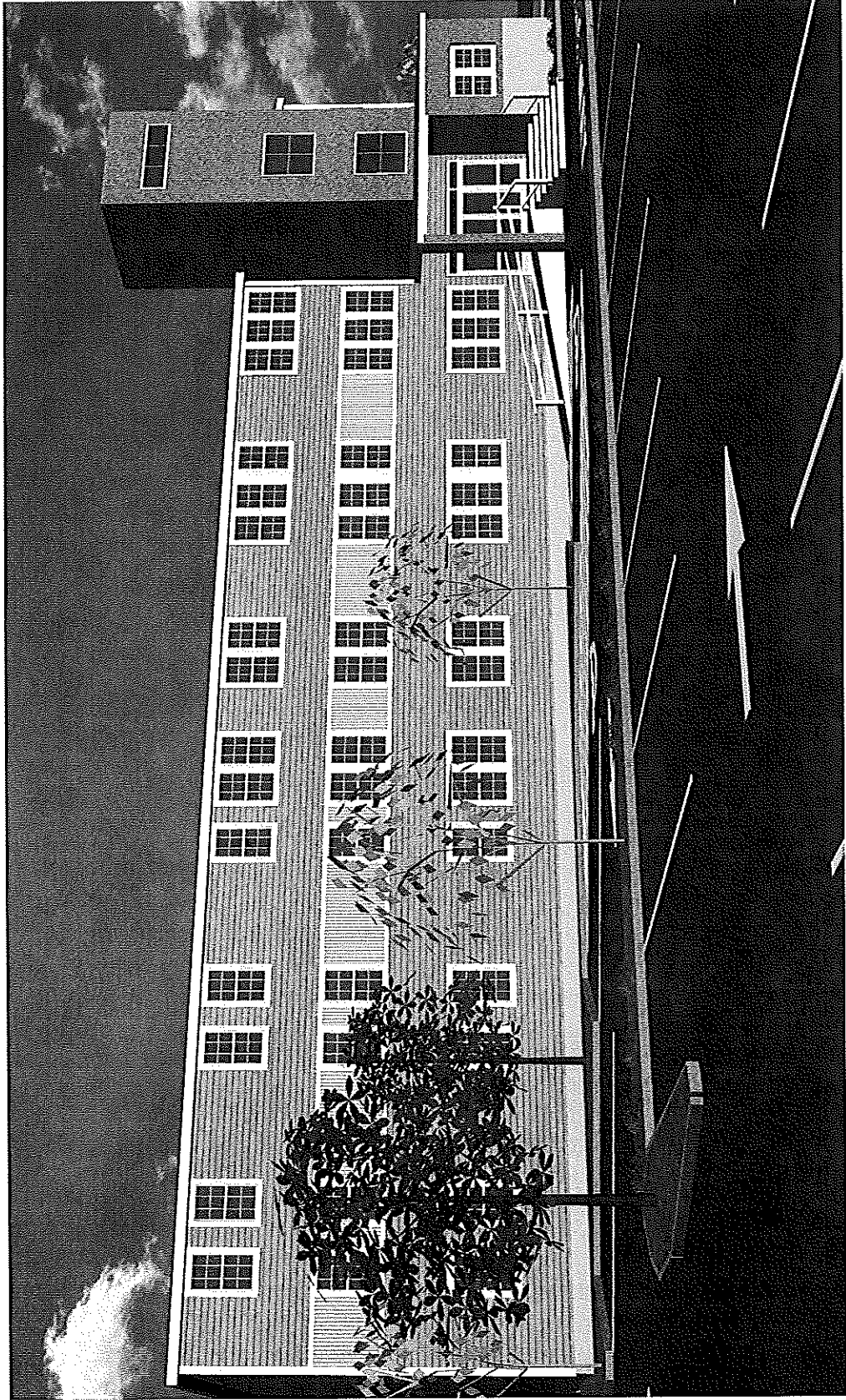
The Neighborhood Corporation



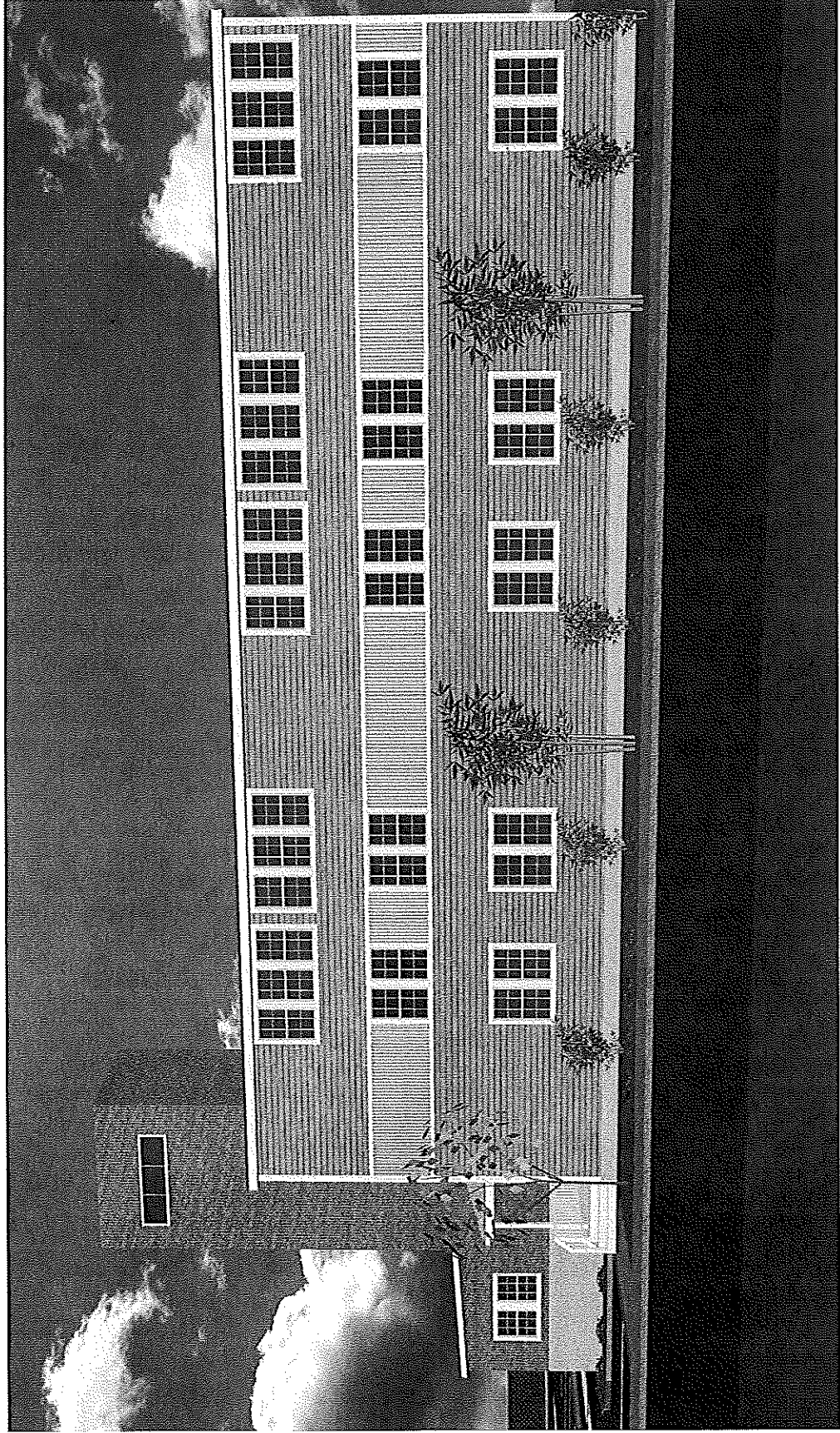
The Neighborhood Corporation



The Neighborhood Corporation



The Neighborhood Corporation

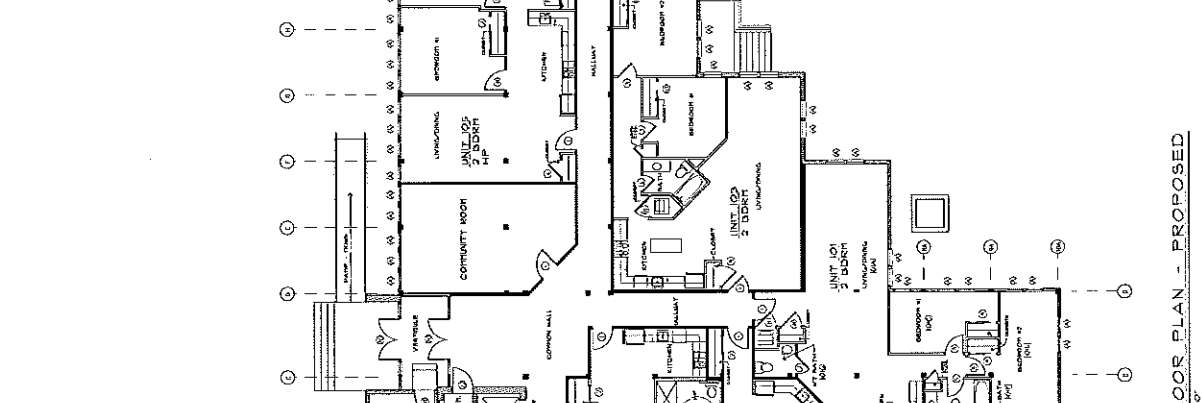


ATTACHMENT M

ARCHITECTURAL PLANS

ROOM FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR	WALL	CEILING	WALLCOAT	HEIGHT	NOTES
101	RECEPTION	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
102	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
103	CONFERENCE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
104	STORAGE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
105	RESTROOM	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
106	STAIR	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
107	HALL	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
108	COMMON AREA	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
109	LOBBY	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
110	MEETING ROOM	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
111	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
112	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
113	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
114	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
115	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
116	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
117	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
118	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
119	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
120	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
121	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
122	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
123	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
124	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
125	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
126	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
127	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
128	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
129	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	
130	OFFICE	1st	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	W/P, GYPSUM BOARD	8'-0"	



FIRST FLOOR PLAN - PROPOSED
SCALE: 1/8" = 1'-0"

WINDOW SCHEDULE

NO.	TYPE	WIDTH	HEIGHT	NOTES
1	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
2	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
3	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
4	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
5	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
6	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
7	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
8	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
9	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
10	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
11	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
12	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
13	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
14	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
15	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
16	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
17	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
18	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
19	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	
20	WALL MOUNTED WINDOW	3'-0" X 4'-0"	8'-0"	

CORRIDOR AREA

NO.	TYPE	WIDTH	HEIGHT	NOTES
1	CORRIDOR	4'-0"	8'-0"	
2	CORRIDOR	4'-0"	8'-0"	
3	CORRIDOR	4'-0"	8'-0"	
4	CORRIDOR	4'-0"	8'-0"	
5	CORRIDOR	4'-0"	8'-0"	
6	CORRIDOR	4'-0"	8'-0"	
7	CORRIDOR	4'-0"	8'-0"	
8	CORRIDOR	4'-0"	8'-0"	
9	CORRIDOR	4'-0"	8'-0"	
10	CORRIDOR	4'-0"	8'-0"	
11	CORRIDOR	4'-0"	8'-0"	
12	CORRIDOR	4'-0"	8'-0"	
13	CORRIDOR	4'-0"	8'-0"	
14	CORRIDOR	4'-0"	8'-0"	
15	CORRIDOR	4'-0"	8'-0"	
16	CORRIDOR	4'-0"	8'-0"	
17	CORRIDOR	4'-0"	8'-0"	
18	CORRIDOR	4'-0"	8'-0"	
19	CORRIDOR	4'-0"	8'-0"	
20	CORRIDOR	4'-0"	8'-0"	

DOOR SCHEDULE

NO.	TYPE	WIDTH	HEIGHT	NOTES
1	DOOR	3'-0" X 8'-0"	8'-0"	
2	DOOR	3'-0" X 8'-0"	8'-0"	
3	DOOR	3'-0" X 8'-0"	8'-0"	
4	DOOR	3'-0" X 8'-0"	8'-0"	
5	DOOR	3'-0" X 8'-0"	8'-0"	
6	DOOR	3'-0" X 8'-0"	8'-0"	
7	DOOR	3'-0" X 8'-0"	8'-0"	
8	DOOR	3'-0" X 8'-0"	8'-0"	
9	DOOR	3'-0" X 8'-0"	8'-0"	
10	DOOR	3'-0" X 8'-0"	8'-0"	
11	DOOR	3'-0" X 8'-0"	8'-0"	
12	DOOR	3'-0" X 8'-0"	8'-0"	
13	DOOR	3'-0" X 8'-0"	8'-0"	
14	DOOR	3'-0" X 8'-0"	8'-0"	
15	DOOR	3'-0" X 8'-0"	8'-0"	
16	DOOR	3'-0" X 8'-0"	8'-0"	
17	DOOR	3'-0" X 8'-0"	8'-0"	
18	DOOR	3'-0" X 8'-0"	8'-0"	
19	DOOR	3'-0" X 8'-0"	8'-0"	
20	DOOR	3'-0" X 8'-0"	8'-0"	

ROOM FINISH SCHEDULE

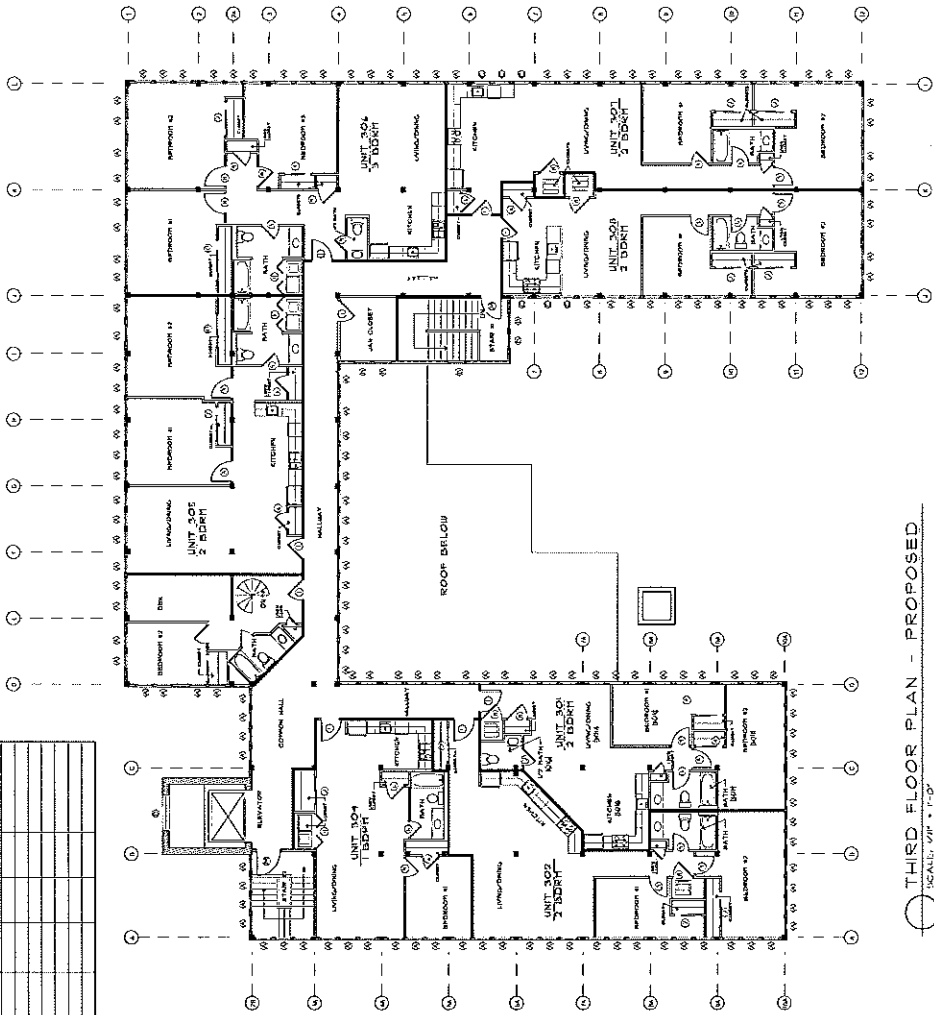
ROOM NO	ROOM NAME	WALLS					CEILING	HEIGHT A.P.T.	FINISH	UNIT	REMARKS
		BASE	DOOR	CAST	SOFT	TOP					
101	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	101		
102	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	102		
103	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	103		
104	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	104		
105	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	105		
106	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	106		
107	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	107		
108	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	108		
109	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	109		
110	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	110		
111	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	111		
112	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	112		
113	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	113		
114	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	114		
115	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	115		
116	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	116		
117	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	117		
118	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	118		
119	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	119		
120	REAR OFFICE	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	1/2" GYP	8'-0" GYP	1/2" GYP	120		

WINDOW SCHEDULE

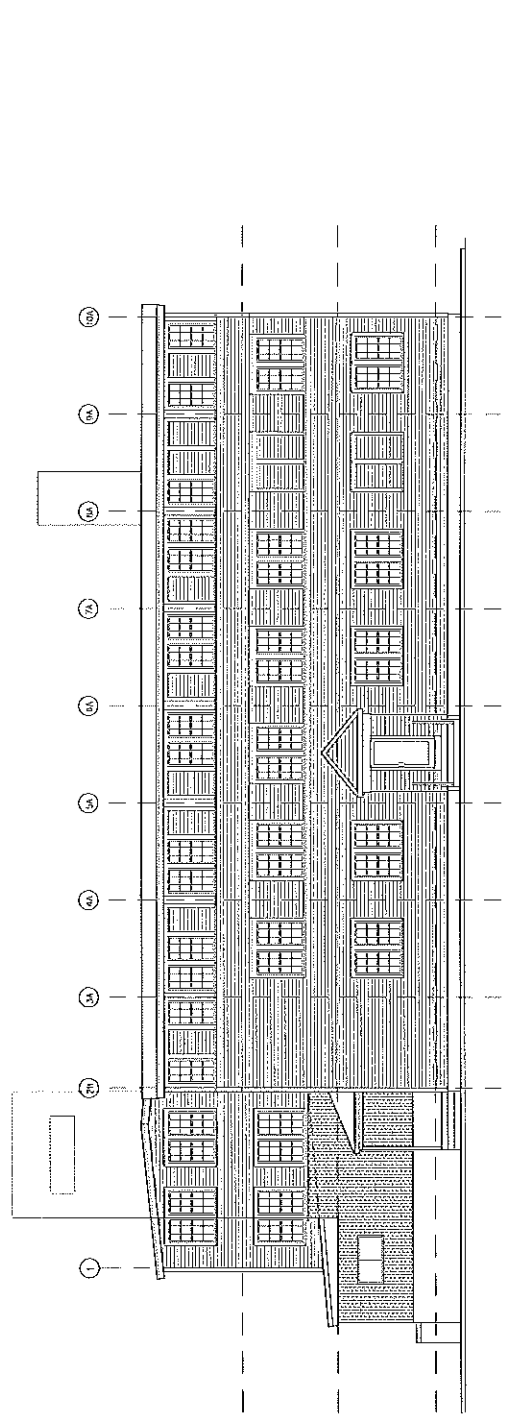
NO.	TYPE / SIZE	NO. WITH 1/2" GYP HEIGHT	NOTE
1	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
2	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
3	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
4	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
5	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
6	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
7	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
8	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
9	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
10	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
11	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
12	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
13	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
14	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
15	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
16	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
17	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
18	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
19	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	
20	1/2" GYP	2-4 1/2" X 4-8 1/2" V.F.	

DOOR SCHEDULE

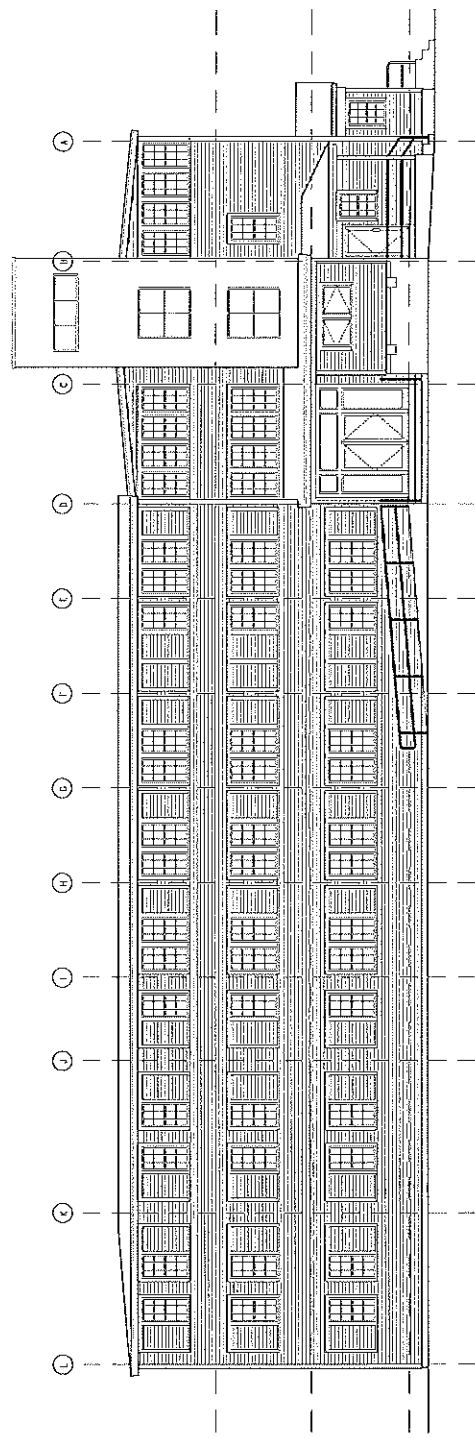
NO.	TYPE / HEIGHT	NOTE
1	1/2" GYP	ENTRY DOOR UNIT W/ CLOSURE
2	1/2" GYP	1/2" GYP
3	1/2" GYP	1/2" GYP
4	1/2" GYP	1/2" GYP
5	1/2" GYP	1/2" GYP
6	1/2" GYP	1/2" GYP
7	1/2" GYP	1/2" GYP
8	1/2" GYP	1/2" GYP
9	1/2" GYP	1/2" GYP
10	1/2" GYP	1/2" GYP
11	1/2" GYP	1/2" GYP
12	1/2" GYP	1/2" GYP
13	1/2" GYP	1/2" GYP
14	1/2" GYP	1/2" GYP
15	1/2" GYP	1/2" GYP
16	1/2" GYP	1/2" GYP
17	1/2" GYP	1/2" GYP
18	1/2" GYP	1/2" GYP
19	1/2" GYP	1/2" GYP
20	1/2" GYP	1/2" GYP
21	1/2" GYP	1/2" GYP
22	1/2" GYP	1/2" GYP
23	1/2" GYP	1/2" GYP
24	1/2" GYP	1/2" GYP
25	1/2" GYP	1/2" GYP
26	1/2" GYP	1/2" GYP
27	1/2" GYP	1/2" GYP
28	1/2" GYP	1/2" GYP
29	1/2" GYP	1/2" GYP
30	1/2" GYP	1/2" GYP
31	1/2" GYP	1/2" GYP
32	1/2" GYP	1/2" GYP
33	1/2" GYP	1/2" GYP
34	1/2" GYP	1/2" GYP
35	1/2" GYP	1/2" GYP
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37	1/2" GYP	1/2" GYP
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39	1/2" GYP	1/2" GYP
40	1/2" GYP	1/2" GYP
41	1/2" GYP	1/2" GYP
42	1/2" GYP	1/2" GYP
43	1/2" GYP	1/2" GYP
44	1/2" GYP	1/2" GYP
45	1/2" GYP	1/2" GYP
46	1/2" GYP	1/2" GYP
47	1/2" GYP	1/2" GYP
48	1/2" GYP	1/2" GYP
49	1/2" GYP	1/2" GYP
50	1/2" GYP	1/2" GYP
51	1/2" GYP	1/2" GYP
52	1/2" GYP	1/2" GYP
53	1/2" GYP	1/2" GYP
54	1/2" GYP	1/2" GYP
55	1/2" GYP	1/2" GYP
56	1/2" GYP	1/2" GYP
57	1/2" GYP	1/2" GYP
58	1/2" GYP	1/2" GYP
59	1/2" GYP	1/2" GYP
60	1/2" GYP	1/2" GYP
61	1/2" GYP	1/2" GYP
62	1/2" GYP	1/2" GYP
63	1/2" GYP	1/2" GYP
64	1/2" GYP	1/2" GYP
65	1/2" GYP	1/2" GYP
66	1/2" GYP	1/2" GYP
67	1/2" GYP	1/2" GYP
68	1/2" GYP	1/2" GYP
69	1/2" GYP	1/2" GYP
70	1/2" GYP	1/2" GYP
71	1/2" GYP	1/2" GYP
72	1/2" GYP	1/2" GYP
73	1/2" GYP	1/2" GYP
74	1/2" GYP	1/2" GYP
75	1/2" GYP	1/2" GYP
76	1/2" GYP	1/2" GYP
77	1/2" GYP	1/2" GYP
78	1/2" GYP	1/2" GYP
79	1/2" GYP	1/2" GYP
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81	1/2" GYP	1/2" GYP
82	1/2" GYP	1/2" GYP
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84	1/2" GYP	1/2" GYP
85	1/2" GYP	1/2" GYP
86	1/2" GYP	1/2" GYP
87	1/2" GYP	1/2" GYP
88	1/2" GYP	1/2" GYP
89	1/2" GYP	1/2" GYP
90	1/2" GYP	1/2" GYP
91	1/2" GYP	1/2" GYP
92	1/2" GYP	1/2" GYP
93	1/2" GYP	1/2" GYP
94	1/2" GYP	1/2" GYP
95	1/2" GYP	1/2" GYP
96	1/2" GYP	1/2" GYP
97	1/2" GYP	1/2" GYP
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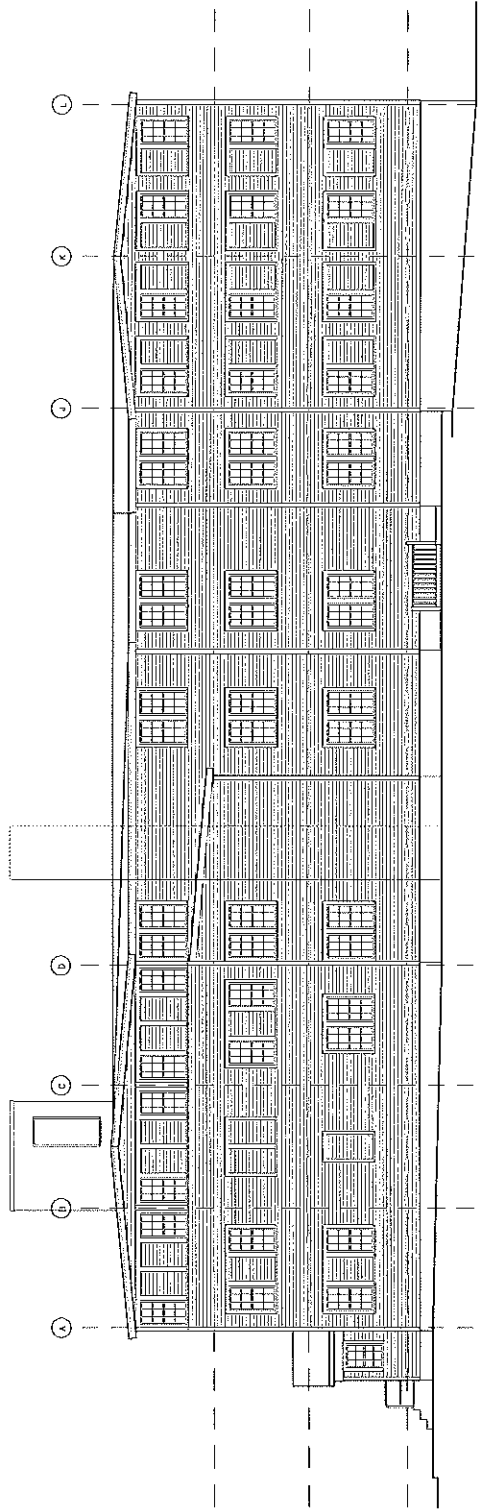
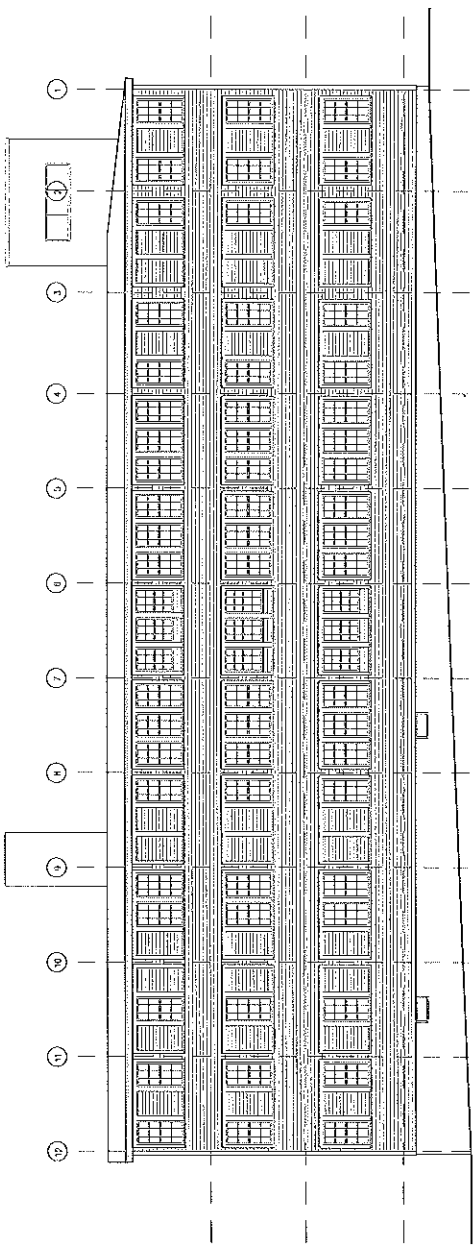
THIRD FLOOR PLAN - PROPOSED
SCALE: 1/8" = 1'-0"



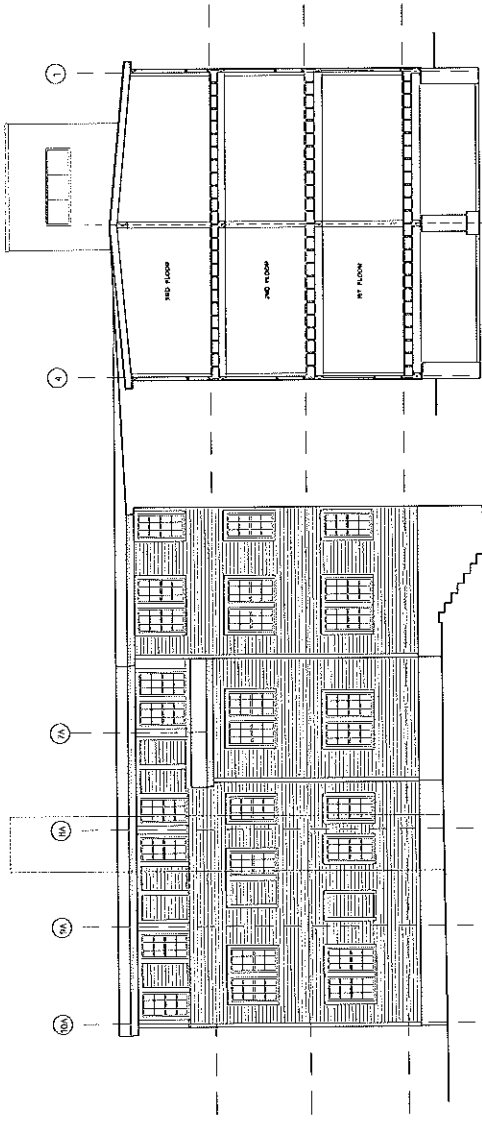
WEST ELEVATION - PROPOSED
 SCALE: 1/4" = 1'-0"



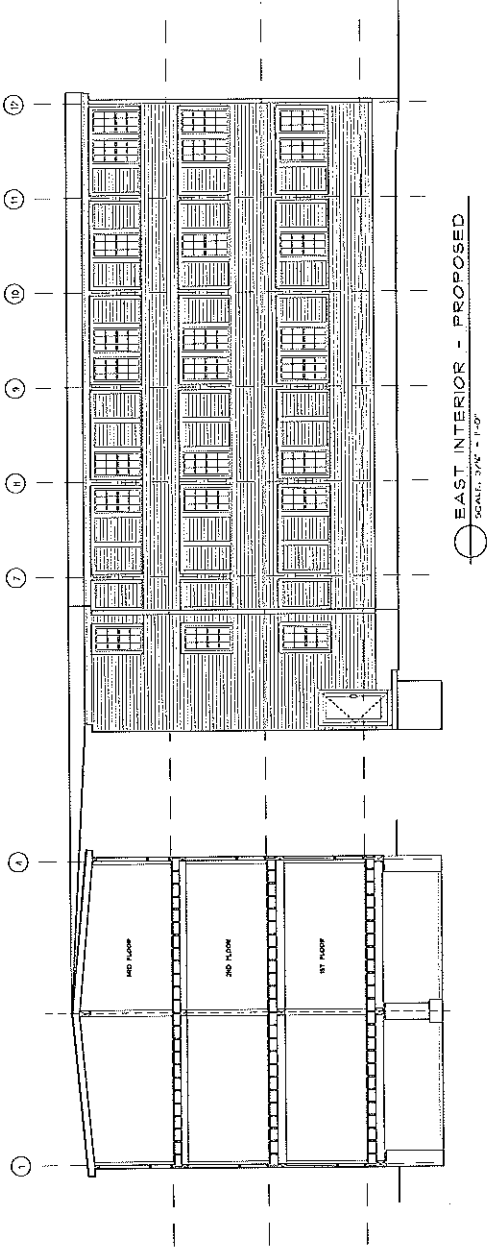
NORTH ELEVATION - PROPOSED
 SCALE: 1/4" = 1'-0"



Jeffrey M. Metcalf, P.A. 44 Janitor Drive Plymouth, Massachusetts 02350	Date: 8-16-2011	10-001	Shoe Shop Place W. Park Drive Weymouth, MA	A6
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WEST INTERIOR - PROPOSED
 SCALE: 3/8" = 1'-0"



EAST INTERIOR - PROPOSED
 SCALE: 3/8" = 1'-0"

ATTACHMENT N

EXISTING CONDITION

REPORT



THE DEMPSEY GROUP, INC.
8 Beaumonts Pond Drive
Foxboro, MA 02035
Tel. (508) 543-5499

STRUCTURAL ENGINEERING • CONSULTING • CIVIL ENGINEERING • INVESTIGATIONS • REPORTS

October 29, 2010

Mr. Jeffrey M. Metcalfe
Jeffrey M. Metcalfe, R.A.
44 Jan Marie Drive
Plymouth, MA 02360

Re: Shoe Shop Place - 151 Peirce Street - Middleboro, MA
Structural Evaluation
TDG #10220

Dear Mr. Metcalfe,

At your request, Bob Paulino of this office met with you on September 30, 2010 at the former Leonard, Shaw and Dean Shoe Factory located at 151 Peirce Street, Middleboro, MA. The purpose for that visit was to perform a "visual only" structural inspection of the three-story, wood-framed, post and beam complex located at the intersection of Peirce and Rice Streets. The building complex includes approximately 30,460 square feet of general use space.

According to historic information provided by Mike Maddigan, Vice Chairman of the Middleborough Historical Commission to Jim Howland, Project Manager for the City of Taunton Office of Economic and Community Development that was subsequently e-mailed to this office, the original factory was constructed in 1896 for the manufacture of men's shoes. In 1905, a three-story addition was constructed, followed soon thereafter in 1911 by yet another addition with a basement below.

The site also includes a three-story, brick clad structure that incorporates the elevator shaft, as well as a stand alone brick chimney structure.

Following is a summary of our observations and recommendations:

Exterior

The structure is comprised primarily of wood post and beam framing supported by stone rubble foundation walls. The walls exhibit minor evidence of water penetration and occasional openings in mortar joints. The exterior of the wood-frame is surfaced with asbestos tiles that in some instances are cracked, damaged or missing. Where missing, the exterior plank sheathing displays signs of water damage. Wood frame windows have either been boarded-up or removed in their entirety. Gutters and downspouts are evident around the façade of the building, but defective in many instances. The roof is covered with a rubber membrane, the condition for which could not be determined. The independent brick masonry chimney appears to be in good condition other than the top fifteen (15) plus/minus feet, which displays evidence of spalling and bulging at the rear side. Also, the perimeter of the foundation has been overtaken by uncontrolled vegetation, particularly in the vicinity of the courtyard.

Basement/Crawl Space

An exterior bulkhead located in the courtyard leads to a dirt floor basement. As reported in the "Exterior" portion of this report, the stone rubble foundation exhibits evidence of water penetration and openings in mortar joints and in this instance, areas of damage at which mechanical pipes were extended through the wall. In this region of the foundation, four (4), twelve (12) inch square brick piers with twenty-four (24) inch square corbelled bases at 9'-8" apart support the first floor framing. The wood sills appeared to be in good condition with one exception. Insect

10/29/10
Mr. Jeffrey M. Metcalfe
Structural Inspection
Shoe Shop Place
151 Peirce Street
Middleboro, MA
2

damage was observed above a former exterior basement window that leads to a crawl space. It could not be determined whether the insect damage was active or inactive.

A number of former exterior basement windows in the stone rubble walls allow access to low crawl spaces under later additions. From these openings, brick piers that support first floor framing were observed and deemed to be in good condition.

The crawl space beneath the rear structure was accessed from an opening in the rubble foundation. Here the first floor framing is supported by nine (9), thirty-two (32) inch square stone piers spaced approximately 9'-9" apart that were also assessed to be in good condition.

First Floor Framing

The first floor framing is comprised of wood beams and joists supported by either brick or stone piers. In all instances, the framing appeared to be in very good condition with few exceptions. Specifically, locations at which mechanical piping was extended from the basement area into crawl spaces, joists and beams had been notched to allow for the installation. These situations should be addressed during construction.

Second Floor Framing

The second floor framing is comprised of wood posts, beams and joists. In some instances, the posts are covered in finish materials and the joists are covered in their entirety with only small openings in the ceiling offering a glimpse of the framing. In general, however, the framing, where exposed to view, was in good condition.

Third Floor Framing

The third floor framing is comprised of wood posts, beams and joists. In most instances the joists are covered in their entirety with only small openings in the ceiling offering a glimpse of the framing. Where able to be examined, the framing appeared to be in good condition.

Roof Framing

The roof framing is covered in its entirety and not exposed to view. Thus it was not possible to inspect the roof framing at the time of this site visit.

Recommendations

All overgrown vegetation should be removed from the perimeter of the foundation walls. Along the left side of the structure, the exterior grade should be re-worked to provide an eight (8) inch minimum clearance to the top of foundation.

The stone rubble foundations should be more closely inspected and repointed as required. In addition, damaged areas of interior foundations, where mechanical piping was extended from the basement to the crawl spaces, should be rebuilt and/or infilled.

The entire asbestos tile covered exterior walls should be abated and replaced with a more suitable finish material. Prior to installing the new siding, the wood sills, exterior plank sheathing and wall studs should be inspected and repaired or replaced as required.

New gutters and downspouts should replace the existing defective system around the entire roof perimeter.

The rubber roof membrane should be examined by a qualified roofing agent and repaired or replaced in its entirety, as required.

10/29/10
Mr. Jeffrey M. Metcalfe
Structural Inspection
Shoe Shop Place
151 Peirce Street
Middleboro, MA
3

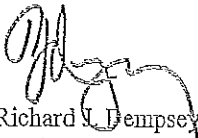
The entire brick masonry elevator shaft and stand alone chimney should be more closely inspected and repointed as required. The top fifteen (15) plus/minus feet of the chimney, where spalling and bulging was observed, should be removed and rebuilt or removed and capped off.

The contractor should inspect the entire first floor framing more closely, particularly in the crawl space areas, and notify the engineer of record of any damaged or deficient framing. In addition, the entire second floor, third floor and roof framing should be inspected for any damaged or deficient framing once exposed to view. Again the engineer of record should be notified of damaged or deficient conditions.

Should you have any questions about this letter, or if we can be of further service to you in this matter, please do not hesitate to contact us.

Respectfully,

THE DEMPSEY GROUP, INC.



Richard J. Dempsey, P.E.
President

