EXHIBIT D

LIST OF KEY DATES

Step	Closing Date (Construction must commence within 150 days of the Closing Date)	Outside Date for Closing and for Commencement of Construction (regardless of a Force Majeure Event)	Target Step Completion Date	Outside Step Completion Date (regardless of a Force Majeure Event)
Step 1	No later than sixty (60) days from September 15, 2013, subject to purchase of a one year extension until September 15, 2014	January 1, 2015	No later than 4 years after Step 1 Closing	No later than 6 years from Step 1 Closing
Step 2	No later than 2 years after Substantial Completion of Step 1		No later than 4 years from commencement of Step 2	No later than 6 years from commencement of Step 2
Step 3	No later than 2 years after Substantial Completion of Step 2		No later than 4 years from commencement of Step 3	No later than 6 years from commencement of Step 3
Independent Step	No later than 2 years after Substantial Completion of Step 3 (if the Independent Step is not part of Step 2 or Step 3, but not before Step 1 is completed)		No later than 3 years from commencement of Independent Step	No later than 5 years from commencement of Independent Step

Earlier Key Dates

1. Target date for Federal and State Funding commitment for Town Brook Culvert Restoration - - January 1, 2012.

2. Target date for commencement of construction of Town Brook Culvert Restoration - - September 1, 2012

3. Outside date for Federal and State Funding commitments for Town Brook Culvert Restoration, Hancock Common Improvements, and Cliveden Bridge Extension - - January 1, 2014.

4. Target date for completion of construction of Town Brook Culvert Restoration - - September 15, 2013 (unless date for Closing 1 is extended).

NOTE: To provide certainty concerning the occurrence of the above-described key dates, the parties shall execute and record an appropriate instrument at the commencement and completion of each Step setting forth such dates.

EXHIBIT E

Allocable Land Cost
Private Land Costs Eligible for Public Sector Reimbursement

	Step 1	Step 2	Step 3	Step 4	Total
Public Sector Allocated Land Cost	$2,300,000	$4,500,000	$4,500,000	$2,500,000	$13,800,000

EXHIBIT F

OCCUPANCY LEVELS

Hotel, Education Facility	Open for business.
Office, Wellness and Medical Facility	75% leased and occupied. Measured on net rentable floor area of the building.
Residential	Temporary Certificates of Occupancy have been issued for 75% of the units in the building(s) in question (and in case of apartment use, 75% of the units have been occupied by the tenant).
Retail and Restaurant, Health and Entertainment	75% of rentable floor area leased and opened for business.

NOTE: THE 75% TEST APPLIES TO BOTH (1) THE ENTIRE STEP, AND (2) EACH BUILDING WITHIN A STEP.

EXHIBIT G

PRE-ACQUISITION BENCHMARK SCHEDULE

EVENT		NOTES	TIMING – OUTSIDE DATE	SUBJECT TO APPLICABLE AGENCY DELAY	RIGHT TO EXTEND [4]	EVIDENCE OF COMPLIANCE – BUYER'S CERTIFICATION ("BC") OR OTHER
LDA Execution (City Council approval and Mayor's execution) **[BUT NOT FINAL DHCD APPROVAL]**			Effective Date ("ED")			N/A
1.	Commence Schematic Design Documents on Town Brook. (Sufficient for Federal and State Funding Request)		15 days from ED	Y [1, 2] Army Corps, DEP, ACHP and MHC	N	BC
2.	Commence Schematic Design on Cliveden Bridge Extension and, as necessary, Hancock Common (to supplement City's efforts). (Sufficient for Federal and State Funding Request.)		45 days from ED	Y [1, 2] MBTA and MHD	N	BC
3.	Commence Schematic Design on Public Improvements for Whole Project (including garages)[A]		45 days from ED	Y [1, 2] DEP	N	BC
4.	Schematic Design 50% Complete	For Items 1, 2 and 3	5 months from ED	Y [1, 2] Agencies as Itemized in 1, 2 and 3	Y	Submit Copy of Drawings to City [B]

EVENT		NOTES	TIMING – OUTSIDE DATE	SUBJECT TO APPLICABLE AGENCY DELAY	RIGHT TO EXTEND [4]	EVIDENCE OF COMPLIANCE – BUYER'S CERTIFICATION ("BC") OR OTHER
5.	File ENF for MEPA approval of Town Brook	Because of need for MEPA approval of LDA and LDA Amendment, this would be joint filing of City and Street-Works	3 months from ED	N		
6.	File ENF for MEPA – Whole Project, including Additional Development Opportunity	Because of need for MEPA approval of LDA and LDA Amendment, this would be joint filing of City and Street-Works	6 months from ED	N	Y	Submit Copy of Filing to City
7.	Schematic Design 75% Complete [A]	For Items 1, 2 and 3	8 months from ED	Y [1, 2]	Y	Submit Copy of Drawings to City [B]
8.	Prepare Certificate of Consistency ("COC") Package - Step 1		9 months from ED	N	Y	BC
9.	Delivery of Traffic Report – Whole Project		9 months from ED	N	Y	Submit Report to City
10.	File for COC – Step 1 [C] [Plus City also to approve Parking Management Plan, Construction Management Plan, and Interim Parking Management Plan at this stage]	Design Development Documents	1 year from ED	N	Y	File with City

EVENT		NOTES	TIMING – OUTSIDE DATE	SUBJECT TO APPLICABLE AGENCY DELAY	RIGHT TO EXTEND [4]	EVIDENCE OF COMPLIANCE – BUYER'S CERTIFICATION ("BC") OR OTHER
11.	File DEIR under MEPA – Whole Project	Depending on scope, review of certain aspects, e.g., building design, may be requested to be postponed	8 months from issuance of scope under MEPA	N	Y	Submit Copy of Filing to City
12.	Subject to Section **[4.06(a)(ii)]** of LDA, File Package with City for City's Approval of Reimbursement Budget for Step 1		16 months from ED **[BUT COC AND MEPA MUST FIRST BE COMPLETED TO START THE CITY'S 60 DAY REVIEW PERIOD]**	Y [1, 2]	Y	Submit Package to City
13.	File FEIR under MEPA – Whole Project	Depending on scope, review of certain aspects, e.g., building design, may be requested to be postponed	5 months from Certificate on DEIR	N	Y	Submit Copy of Filing to City

EVENT		NOTES	TIMING – OUTSIDE DATE	SUBJECT TO APPLICABLE AGENCY DELAY	RIGHT TO EXTEND [4]	EVIDENCE OF COMPLIANCE – BUYER'S CERTIFICATION ("BC") OR OTHER
14.	Perform Such Work as Necessary to Obtain: - COC - Mayor's Approval of Reimbursement Budget for Step 1 (this action shall be referred to as the "Execution") **[SEE SECTION [4.06] OF LDA RE FINANCIAL SUBMISSION AND TIME FOR PROCESSING]**	COC shall not be required to be issued until Certificate on Final EIR is issued and no Mayoral approval shall be required to occur until Certificate on Final EIR and COC are issued, together with the other requirements in Section **[4.06(a)(i)]** of the LDA.	-18 months from ED -18 months from ED	Y [3] Y [3]	Y Y	Vote Vote
15.	Construction Documents ("CD's") 50% Complete – Step 1		7 months from Execution	Y [1, 2]	Y	Submit Drawings to City [B]
16.	CD's 75% Complete – Step 1		10 months from Execution	Y [1, 2]	Y	Submit Drawings to City [B]
17.	CD's Complete for Public Improvements – Step 1		14 months from Execution	Y [1, 2]	Y	Submit Drawings to City [B]

NOTE: See Section 6.02(a) of LDA – Prior to Closing 1, Redeveloper must deliver complete CD's for Public Improvements for the Whole Project (all Steps) and DD's for all garages in applicable Step.

[1] The City will have a period of time of thirty (30) days (once the submittal is complete) to approve and City's failure to respond within that period will be treated as a "deemed" approved, subject to Section **[15.05]** of LDA (regarding notification in bold capital letters). **[SEE ALSO SECTION [3.02] OF LDA RE: LONGER PROCESSING TIMES FOR COC AND MEPA]**

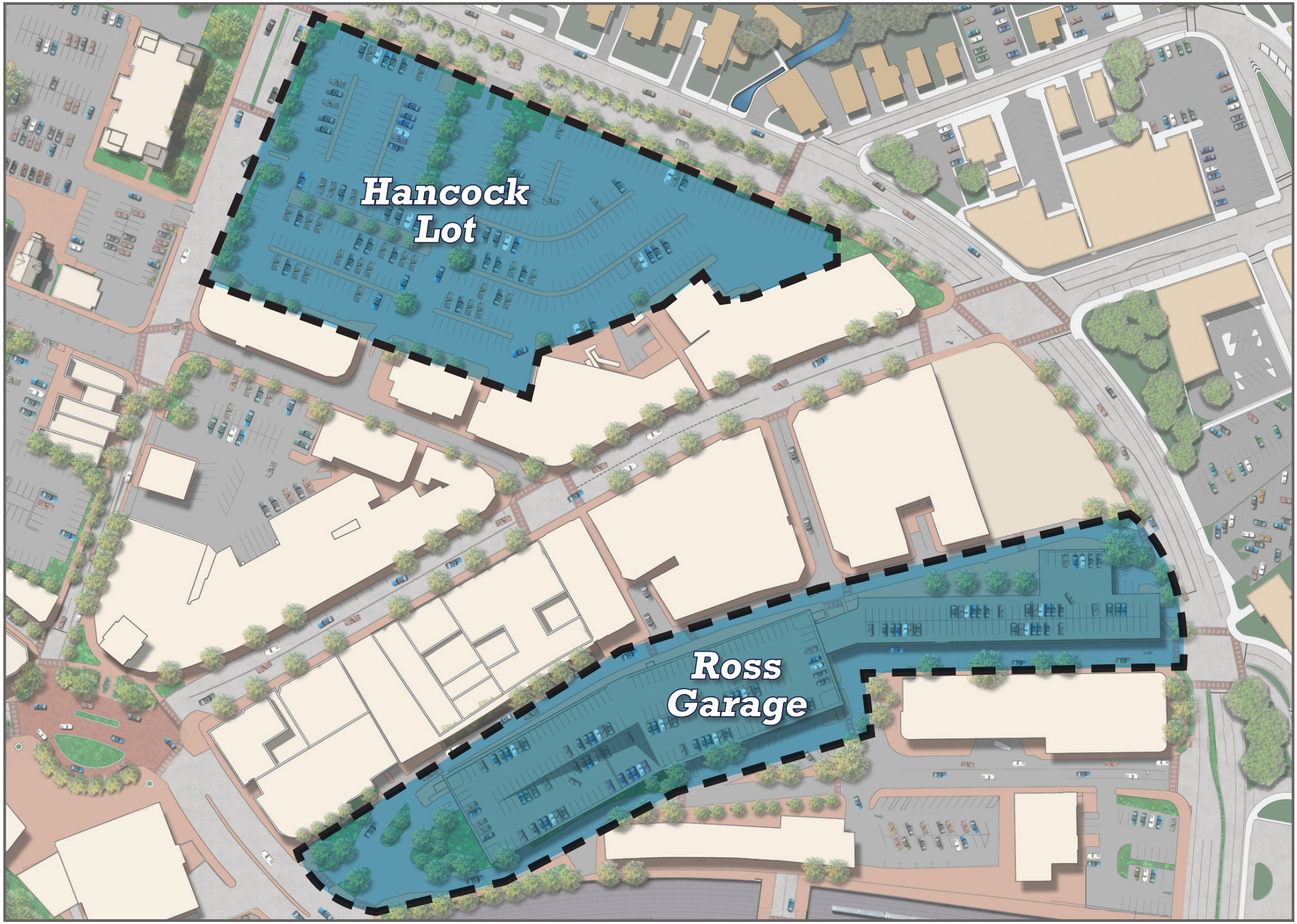
[2] Each of these tasks can be significantly advanced only if state or federal agency with jurisdiction preliminarily acknowledges that, as applicable, the basic design or location is appropriate. The state and federal agencies anticipated to have jurisdiction shall be identified by the Redeveloper, and appended to the Pre-Acquisition Benchmark Schedule prior to the execution of the LDA. Such supplemental list will also reflect any other state or federal agency which asserts jurisdiction or is otherwise subsequently identified by the Redeveloper to have jurisdiction. See Section 3.02 of the LDA as to extension of performance because of agency delay.

[3] Dependent on timeliness of City response.

[A] Would include private project components to the extent necessary adequately to design public improvements. For example, a garage with both public and private components would need to be wholly schematically designed.

[B] Redeveloper shall deliver with the applicable plans a consent by the designer or engineer who prepared them authorizing the City to use them. If developer is in terminable default, Redeveloper will be obligated to deliver to the City any then completed work product not then yet required to be filed under this schedule.

[C.] As a practical matter, Public Improvements cannot be designed unless the Private Improvements with which they will interface have been designed as well.



Street-Works Development LLC

THE NEW QUINCY CENTER • Quincy, MA

The plans, sketches, elevations, notations, and other depictions set forth on these exhibits are for illustration purposes to convey intent and objectives of the parties hereto. They are not in final form for design and/or construction purposes and are subject to change based on evolution of the pre-development process, further design and construction considerations, and economic and market restraints.

Hancock Lot & Ross Garage - Metes & Bounds

Exhibit #:

09.20.2010

Rev.

Contract between the City of Quincy and
_____ Inc.
Pursuant to Section 6A of Chapter 121A of the
Massachusetts General Laws

This Agreement ("Agreement") made this ___ day of _____, 20__, under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter ___ of the Acts of _____ [Add Special Legislation citation] (collectively, "Chapter 121A") is by and between _____ Inc., a _____ (hereinafter referred to as the "Developer") and the City of Quincy, a municipal corporation of the Commonwealth of Massachusetts (hereinafter referred to as the "City").

WITNESSETH THAT:

WHEREAS, the Developer [is party to/is an affiliate of _____ the "Redeveloper" under] that certain Land Disposition Agreement with the City of Quincy dated _____ 2010 (the "LDA") which Land Disposition Agreement has been approved by the City and by the Commonwealth of Massachusetts, Department of Housing and Community Development (the "Department").

WHEREAS, the Redeveloper has filed with the City of Quincy the Financial Submission in connection with Step # __ , as defined in and required by the LDA, which pertains, inter alia, to the construction of the improvements described below (the "Project") in that certain section of downtown Quincy (the "New Quincy Center Area") that is subject to the Quincy Center District Urban Revitalization and Development Plan dated May 7, 2007 (including all amendments thereto, the "URDP") and commonly known as [street address], Quincy, Massachusetts (the "Project Site"). [Assumes that there will be multiple Projects/Projects Sites due to subdivision of the city parcels and other land that is subject to the LDA – including vertical subdivisions.]

WHEREAS, as more particularly described in the LDA, the Project consists of the acquisition of the fee interest in the Project Site by the Developer, the construction on the Project Site of [describe improvements] containing approximately _____ square feet of gross leasable area (the "Building"), the certification of the Developer as a 121A entity with authorization to undertake and carry out the Project, and the ground lease of the Project Site by the Developer to _____ .

WHEREAS, the Mayor of the City has approved the Financial Submission in accordance with the LDA.

WHEREAS, pursuant to the requirements of Chapter 121A, the Developer has executed a Regulatory Agreement of even date with the City (the "Regulatory Agreement").

WHEREAS, pursuant to the provisions of Chapter 121A, the City and the Developer have determined to enter into this Agreement.

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

1. Agreement to Undertake 121A Project. The Developer hereby agrees with the City that all activities of the Developer will be undertaken in accordance with the provisions of Chapter 121A as now in effect, the LDA and the Regulatory Agreement. Such activities of the Developer include, without limitation, acquiring fee simple title in the Project Site, or such other interests as are sufficient, in the Developer's determination, to undertake and complete the Project, ground leasing the Project Site to _____, and causing the Project to be constructed, maintained and operated in accordance with the LDA.

2. Contract Payments: The Developer hereby agrees to make the following annual payments (the "121A Payments") to the City in lieu of ad valorem real estate taxes that would otherwise be assessed on the Project Site and acknowledges that the 121A Payments are likely to exceed the amount of ad valorem real property taxes that would otherwise be assessed on the Project Site:

   A. For a period of the sooner of (i) 36 calendar months, commencing on the Effective Date of this Agreement; or (ii) substantial completion of the Project, as evidenced by the issuance by the City of a temporary certificate of occupancy for the Building, the Developer shall pay $_____ per annum. [Amount to be completed from data in Financial Submission demonstrating compliance with Section 4.03(b) of the LDA]

   B. Thereafter, for the balance of the term of this Agreement, the Developer shall pay the following amounts: [Amounts to be completed from data in Financial Submission demonstrating compliance with Section 4.03(d) of the LDA - amount escalates every 5 years]

      i. Commencing on _____ until ____ $_____ per annum
      ii. Commencing on _____ until ____ $_____ per annum
      iii. Commencing on _____ until ____ $_____ per annum
      iv. Commencing on _____ until ____ $_____ per annum
      v. Commencing on _____ until ____ $_____ per annum
      vi. Commencing on _____ until ____ $_____ per annum

   C. DIF Maintenance Fund Payments. In addition to the 121A Payments, the Developer agrees to pay the following amounts to be used by the City in

accordance with Section 4.03(e) of the LDA: [Amounts to be completed from data in Financial Submission demonstrating compliance with Section 4.03(e) of the LDA - amount escalates every 5 years]

vii.	Commencing on _____	until ____	$_____ per annum
viii.	Commencing on _____	until ____	$_____ per annum
ix.	Commencing on _____	until ____	$_____ per annum
x.	Commencing on _____	until ____	$_____ per annum
xi.	Commencing on _____	until ____	$_____ per annum
xii.	Commencing on _____	until ____	$_____ per annum

3. Timing of Payments.

A. All payments due hereunder shall be paid in quarterly installments on or before April 1, July 1, October 1 and January 1 of each year. Late payments will bear interest at the rate equal to the rate charged for delinquent real estate accounts by the City Assessor pursuant to M.G.L. c. 60. The City shall have all rights and remedies available to it under law for the collection of payments due hereunder in the event the Developer breaches its duty to pay.

B. Payment of amounts due hereunder shall be equitably pro rated for any partial year during the periods set forth in this Section.

4. 121A Payments Parity. The City recognizes that the 121A Payments due hereunder, in substantial measure, are intended to underwrite the City's cost in funding the Implementing Public Improvements, as defined in the LDA, and that the 121A Payments, for a number of years, are anticipated substantially to exceed the ad valorem real estate taxes that the City could levy on new development in the New Quincy Center Area such as the Project. The City would, however, have the authority under Chapter 121A, if the applicable statutory and regulatory requirements were satisfied and, if City so elected, to grant favorable tax treatment to other owners in the New Quincy Center Area which, if at a rate more favorable than the 121A Payments paid by the Developer hereunder, could undermine the financial stability of the Redevelopment Properties (as defined in the LDA) and conflict with the purposes of the URDP. Therefore, the City has agreed that the tax payments under 121A Agreements or Development Covenants entered into by the City with other owners of properties in the New Quincy Center Area put to the same use as the Project (other than with the Excluded Owners as defined in the LDA) shall be consistent with those in this Agreement for a period of eleven (11) years commencing on _____ (the "Parity Period"). [Date will be the date of the issuance of the Certificate of Consistency for Step 1 of the Redevelopment Properties (as defined in the LDA).] In the event that the City breaches this section of this Agreement, the City shall have a thirty (30) day period to cure such breach, commencing on the date of notice from the

Developer. In the event that the City fails to cure such breach within the cure period, then for (a) the remainder of the Parity Period, or (b) as long as such breach continues, whichever is shorter, the 121A Payments due hereunder shall be recalculated to make them consistent with the agreement(s) entered into by the City with the other owner(s) of property put to the same use in the New Quincy Center Area, but in no event less than the Existing Real Estate Tax Payments, as defined in Section 4.03(d) of the LDA.

5. City Election to Change Tax Assessment. The City, annually until exercised, shall have the election following the fifteenth (15th) anniversary of the date of this Agreement, on no less than one hundred eighty (180) days' notice to the Developer, (a) to convert the 121A Payments due hereunder for the balance of the term of this Agreement to ad valorem real estate taxes, or (b) to terminate this Agreement and to revert to such ad valorem real estate taxes. Upon the termination of this Agreement as to the Project, the Developer shall pay or cause to be paid a pro-forma tax to cover the time period between such termination of this Agreement and the period under which the Project becomes taxable pursuant to Chapter 59 of the General Laws, which pro-forma tax shall be equal to the 121A Payments for such period if the Project or portion thereof had remained subject to this Agreement. Such amount for the balance of the calendar year during which this Agreement terminates shall be payable within six (6) months following the month in which this Agreement expires or terminates. Neither the Project nor the Developer shall thereafter be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions, and obligations of this Agreement.

6. Amendments to Chapter 121A. The Developer and the City further agree that, without mutual consent, any amendment subsequent to the delivery of this Agreement of any of the provisions of Chapter 121A of the General Laws or of Chapter ___ of the Acts of _____ [Special Legislation] now applicable to the Project shall not affect this Agreement.

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

If to the City:

Mayor
City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169

and

Office of Solicitor
City of Quincy

City Hall
1305 Hancock Street
Quincy, Massachusetts 02169

with a copies to: Thomas R. Kiley, Esq.
Cosgrove, Eisenberg & Kiley, P.C.
One International Place
Boston, Massachusetts 02110

and

Robert A. Fishman, Esq.
Nutter, McClennen & Fish, LLP
Seaport West
155 Seaport Boulevard
Boston, Massachusetts 02210

If to the Developer: Street-Works Development LLC
30 Glenn Street, Fourth Floor
White Plains, New York 10603
Attention: Mr. Kenneth Narva
And
Mr. Jeffrey Levien (each by separate transmittal)

with a copy to: Robert C. Davis, Esq.
Goulston & Storrs, P.C.
400 Atlantic Avenue
Boston, MA 02110

Each party may designate a different address provided that notice of said change is first given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

8. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. In the case of the Developer, no successor shall benefit from the provisions of this Agreement unless it has been approved by the City, and as a condition of any such approval, the City shall cause such successor to enter into a new 121A Agreement, on substantially the same terms as this Agreement.

9. Limited Recourse. The liability of Developer hereunder shall be limited solely to its interest in the Project Site, and no partner, venturer, trustee, beneficiary, shareholder, officer, director, employee, agent, or the like of the Developer or their respective successors or assigns (including, without limitation, mortgagees),

or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, shall have or be subject to any personal liability hereunder or under any agreement or undertaking related hereto or required hereby. After the expiration of the term of this Agreement, or if sooner, its permitted termination, or authorized transfer of the Project to another party, the Developer shall no longer be subject to the future obligations hereunder (but shall remain liable for any outstanding and unpaid 121A Payments) and shall have no further liability hereunder with respect to the Project, the City agreeing to look solely to such transferee for satisfaction of such future obligations.

10. Effective Date. The "Effective Date" of this Agreement shall be the date on which the Developer acquires fee simple title to undertake and to complete the Project, in all of the land comprising the Project Site, which shall be the same date as a Step Closing under the LDA.

11. Term of Agreement. The Term of this Agreement shall be thirty (30) years, commencing on the date hereof, unless sooner terminated by a party hereto in accordance with the terms hereof.

12. Arms' Length Transaction. The parties acknowledge and agree that this Agreement has been negotiated as an arms' length transaction, and that they each have entered into it voluntarily and knowingly with full advice of counsel.

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

14. Lender Subordination. This Agreement shall be superior in chain of title to any mortgage now or hereafter encumbering the Project Site. Any holder of any such mortgage agrees, for itself, successor and assigns, to be bound by the terms of this Agreement.

15. Municipal Lien Certificate. The City agrees that it shall, upon request, provide the Developer with a municipal lien certificate or its equivalent, in recordable form, reflecting payments made pursuant to this Agreement.

[NOTE – CROSS CHECK REFERENCES WITH LDA PRIOR TO EXECUTION]

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

Approved as to form:

By:_____
Corporation Counsel

CITY OF QUINCY

By:_____
Mayor

By:_____
Commissioner of Assessing

DEVELOPER

By:_____
Name:
Title:
Hereunto duly authorized

1955697.4

EXHIBIT J

SPECIAL LEGISLATION

Before a final vote on the Land Disposition Agreement ("LDA"), a complete copy of the special legislation required to implement the LDA and the Redevelopment Project will be presented to the City Council. The main topics to be addressed in the special legislation will be:

1. Modifications to M.G.L., Chapter 121A to be consistent with the LDA's provisions;

2. Bonding flexibility;

3. Creation of air rights parcels;

4. Labor provisions; and

5. Parking Management Plan.

EXHIBIT K

DISCLOSURE STATEMENT
ACQUISITION OR DISPOSITION OF REAL PROPERTY

For acquisition or disposition of real property by **Hancock Adams Associates, LLC**, the undersigned does hereby state, as of _____, 2010 for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, Section 40J, of a transaction relating to real property as follows:

(1) REAL PROPERTY DESCRIPTION:

That certain property known as the Ross Garage and the Hancock Parking Lot, as described in the Land Disposition Agreement between the City of Quincy and **Hancock Adams Associates, LLC**, dated on or about the date hereof.

The legal descriptions for the Ross Garage and the Hancock Parking Lot are as follows: **[INSERT LEGAL DESCRIPTIONS OR DEED REFERENCES]**

(2) TYPE OF TRANSACTION: Sale

(3) SELLER or LESSOR: City of Quincy

(4) BUYER or LESSEE: **Hancock Adams Associates, LLC**

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME	ADDRESS
Quincy Investment Hldgs, LLC	57 Washington St, Quincy, MA 02169
Street-Works Development, LLC	30 Glenn Street, White Plains, NY 10603
See Attached for Ownership Disclosure	

(6) None of the above-mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

(7) This section must be signed by the individual(s) or organizations(s) entering into this real property transaction with the municipality named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and/or 4 of this form during the term of any lease or

rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Hancock Adams Associates, LLC

By: _____
Name:
Title:

ATTACHMENT TO DISCLOSURE STATEMENT
ITEM 5 - ENTITY OWNERSHIP PERCENTAGES

Street-Works Development, LLC
95% Owner of Hancock Adams Associates, LLC

Kenneth Narva	33.2%
Richard Heapes	28.4%
Gregg Sanzari	10.8%
Lucy Wildrick	10.8%
Timothy Mount	10.8%
Kenneth Park	6.0%
Total	100.0%

Quincy Investment Holdings, LLC
5% Owner of Hancock Adams Associates, LLC

Quincy Mutual Fire Insurance Co.	100.0%

EXHIBIT L

REVENUE ENFORCEMENT CERTIFICATION PURSUANT TO M.G.L. C. 62C, § 49A

Pursuant to M.G.L. c. 62C, § 49A, I hereby certify under the penalties of perjury that I, and the entity on behalf of which I am signing, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

HANCOCK ADAMS ASSOCIATES, LLC

By:_____
Name:
Title:

Subscribed and sworn to before me on this ___ day of _____, 2010.

_____
Notary Public
My commission expires:

EXHIBIT M

LIST OF REDEVELOPER'S PROFESSIONALS

Specialty	Consultant
Master Planning	Street-Works
Architecture	Kenneth Park Architects
Code Consultant	RW Sullivan
Interior Design	Forrest Perkins
Pre-Construction Services	Suffolk Construction
Project Controls Consultant	Cashman Associates
BIM Consultant	Ghafari
Permitting	Epsilon Associates
Parking Consultant	Desman Associates
Security Consultant	Industrial Time & Systems
Engineer - Civil	Stephenson Design Group, VHB
Engineer – Geotech	Haley & Aldrich
Engineer – Traffic	Parsons Brinckerhoff
Engineer - Environmental	Lucas Environmental
Engineer – Structural	McNamara / Salvia
Engineer – MEP	Cosentini Associates
Engineer – Acoustic	Cerami Associates
Building Envelope	Simpson Gumpertz & Heger
Vertical Transportation	Lerch Bates
Lighting	Sladen Feinstein Integrated
Multimedia	Sensory Interactive
Graphic Design	Tracy Turner Design
Landscaping	Copley Wolff Design Group
Historic Restoration	ConservArt LLC
FF&E Consultant	ProCure
Stop & Shop Intermediary	Citron Group
Residential Market Analyst	McWilliams-Ballard
Economic Impact Analyst	AKRF
Office Leasing Consultant	Meredith & Grew
Residential Leasing Consultant	Otis & Ahearn
Retail Leasing Consultant	CBRE / Grossman Retail Advisors
Senior Living Consultant	Home Instead Senior Care
Land Acquisition Consultant	Key Realty
Insurance Consultant	Quincy Mutual Fire Insurance Company
Political Outreach	McDermott Ventures
Marketing	Gold Dog Communications
Press	PrimePoint Strategic Media

EXHIBIT N

LABOR STANDARDS

All bidders and all subcontractors under the bidders for Public Improvements shall, as a condition for bidding, agree in writing that they shall comply with the following:

A. The bidder and all subcontractors under the bidder shall comply with the provisions of M.G.L. Ch. 149 and shall pay the appropriate lawful prevailing wage rates to their employees.

B. The bidder and all subcontractors under the bidder shall maintain or participate in a bona fide apprentice training program as defined by M.G.L. Ch. 23, Sec. 11H and 11I for each apprenticeable trade or occupation represented in their workforce that is approved by the Division of Apprentice Training of the Department of Labor and Industries and shall abide by the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract.

C. In a manner that is consistent with applicable law and regulations, any bidder and all subcontractors under the bidder awarded a contract subject to this ordinance, shall recruit workers who are residents of the city of Quincy for each apprenticeable trade or occupation represented in their workforce that is approved by the Division of Apprentice Training of the Department of Labor and Industries, and shall hire qualified residents of the city of Quincy in filling the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract.

D. The bidder and all subcontractors under the bidder shall furnish, at their own expense, hospitalization and medical benefits at least equivalent to the hospitalization and medical benefits provided by the health and welfare plans in the applicable craft recognized by M.G.L. Ch. 149, Sec. 26 in establishing minimum wage rates for all their employees employed on the project.

E. The bidder and all subcontractors under the bidder shall maintain appropriate industrial accident insurance coverage for all the employees employed on the project in accordance with M.G.L. Ch. 152.

F. The bidder and all subcontractors under the bidder shall properly classify employees as employees rather than independent contractors and shall treat said employees accordingly for purposes of workers' compensation insurance coverage, employment taxes, social security taxes and income tax withholding pursuant to M.G.L. Ch. 149, Sect. 148B.

1. The bidder and all subcontractors under the bidder must obtain a bona fide pension plan for all their employees employed on the project.

G. All bidders and all subcontractors under the bidders who are awarded contracts or who otherwise obtain contracts on projects subject to M.G.L. Ch. 149,

Sec. 44A(2) shall comply with the provisions of the within ordinance and the city of Quincy responsible employer policy for the duration of their work on the project, and an officer of each such bidder or subcontractor under the bidder shall certify under oath and in writing on a weekly basis that they are in compliance with said ordinance and/or policy.

H. Any bidder or subcontractor under the bidder who fails to comply with any of the obligations set forth in the within ordinance and/or the city of Quincy responsible employer policy shall, by vote of the city council, be subject to one or more of the following: (A) cessation of work on the project until compliance is obtained; (B) withholding of payment due under any contract or subcontract until compliance is obtained; (C) permanent removal from any further work on the project; and (D) liquidated damages payable to the city of Quincy in the amount five percent of the dollar value of the contract.

I. In addition to the sanctions outlined in Subsection I above, a general bidder or contractor shall be equally liable for the violations of its subcontractor with the exception of violations arising from work performed pursuant to subcontracts that are subject to M.G.L. Ch. 149, Sec. 44F. Any contractor or subcontractor who has been determined to have violated any of the obligations set forth in this ordinance shall be barred from performing any work on any future projects for six months for a first violation, for three years for a second violation, and permanently for a third violation.