Don Greenough

From:

"Mary E. O'Neal" <meo@mctlaw.com>

To:

"Don Greenough" <donald.greenough@verizon.net>

Sent:

Monday, October 31, 2005 3:54 PM

Subject:

RE: Little Neck - leases

Dear Don:

Neal Tully and I and members of our client group are available to meet with you and the Feoffees this Friday, November 4th. As you know, I was working very hard to have a meeting *before* Sunday's meeting, which for whatever reasons from the Feoffees' side of things did not occur. I, of course, sent the draft lease to members of our client group (as did Charlie Claeys with respect to his clients) with explanations, as best I could provide them, as to why there were essential terms that were missing.

Frankly, it had been my hope to avoid what has now occurred, including dealing with the issue(s) of who said what and why.

Does the 4th work for you and your clients?

Thanks Don.

Beth

From: Don Greenough [mailto:donald.greenough@verizon.net]

Sent: Monday, October 31, 2005 3:17 PM

To: Mary E. O'Neal

Subject: Little Neck - leases

Beth:

The Feoffees have a meeting with the construction team at 4:30 p.m. on Thursday afternoon at my office.

I believe that for the initial meeting with your clients, it will be more productive to receive your comments and suggestions in advance and then meet in a smaller group. One or two of the Feoffees could meet with representatives of the cottage owners and you at 3 p.m. to discuss the terms of the lease and the open issues to be discussed next week with the school committee.

The Feoffees were surprised and disappointed that copies of the draft were distributed at the beginning of yesterday's meeting. It had been my understanding that the Feoffees would receive comments from you after the draft had been circulated among members of your client's board. The Feoffees had hoped that the first draft distributed among all of the cottage owners would have incorporated feedback from both counsel for the school committee and your office and would be accompanied by a summary and explanation of the most important provisions.

I left yesterday's meeting at 3 p.m. due to a conflict with a previously scheduled family matter. It's my understanding that subsequent to my departure, Mr. Gottlieb stated that your clients would not be signing "any leases". I am puzzled by that position. Before I left, Mr. DeSalvo asked for and received specific assurance from the Feoffees that they would (1) meet with you this week and (2) that discussions and negotiations by the Feoffees would be "in good faith".

I look forward to hearing from you.

