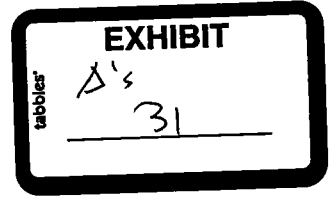


Allen, Richard

From: Don Greenough [donald.greenough@verizon.net]
Sent: Wednesday, August 02, 2006 10:55 AM
To: Allen, Richard
Subject: Little Neck, Ipswich - leases

Attachments: DOC798.PDF



DOC798.PDF
(2 MB)

Dick:

I thought you might appreciate the chance to read the 30-day demand letter sent by counsel for the Little Neck tenants. Although it purports to be a demand under Chapter 93A, the notice fails to identify the alleged 141 claimants by name as required in Section 9(3) or name the landlord (Feoffees of the Grammar School in the Town of Ipswich) as the respondent. The letter is only addressed to the four individuals.

There were no claims or allegations in the letter that surprised the Feoffees or their counsel. Bill Sheehan has made it very clear to Beth O'Neal that there will not be any discussions or negotiations concerning the terms and conditions of the leases, rents or adjustment provisions, or the sewer system. Len Femino and Bill believe that the reliance on the Consumer Protection section of the CMR is misguided as those provisions appear to be limited to the rental of dwelling units, mobile homes or lots for mobile homes. They also are reviewing whether a Chapter 93A claim could actually be maintained against the Feoffees due to the nature of the entity.

I understand that the School Committee is scheduled to meet on August 24th. The Feoffees will try to get a status report to Rick Korb prior to August 18th about the rent and tax collections and the possible effect on the FY2006 and FY2007 distributions to the school district. Despite O'Neal's instructions to the tenants, most of the plaintiff/tenants are paying their real estate taxes.

----- Original Message -----

From: Mary E. O'Neal
To: Don Greenough
Cc: alexanderfemino@earthlink.net
Sent: Monday, July 31, 2006 5:59 PM
Subject: Courtesy Copy of 93A Demand Letter

Dear Don:

I am attaching a courtesy copy of a 93A Demand Letter to the Feoffees mailed on Friday, July 28th.

With the current situation as it is, our clients (i) are intending to pay rent based upon last year's rates in accordance with the notices to quit from Attorney Femino (notwithstanding their assertion that such amounts were not the product of an agreement); (ii) will pay real estate taxes assessed against their homes, but not against the land, when the Feoffees inform them of the assessed value of their homes and the amount of the taxes attributable to that value; and (iii) do not intend to pay any charges associated with the cost of the wastewater system, including disposal fees and operating expenses.

Very truly yours,

Beth O'Neal

Mary E. O'Neal