

PURTHER RESOLVED, that the form of, and terms and conditions contained in, the Guaranty by the Company for the benefit of the Registered Owners (the "Shawmut Guaranty"), providing for the guaranty of payment of all liabilities under the Notes and the Indenture, in such form and containing such terms and conditions as may be approved by the officer or officers executing the same, be, and the same hereby are, approved and adopted in all respects;

PURTHER RESOLVED, that the form of, and the terms and conditions contained in, two separate Guaranties by the Company, one for the benefit of HMG Property Investors, Inc. and Transco Realty Trust doing business together as South Bayshore Associates (the "South Bayshore Guaranty") and the other for the benefit of First Evans Associates Limited Partnership (the "First Evans Guaranty"), each providing for the guaranty of certain lease obligations of Evans to such parties, in such form and containing such terms and conditions as may be approved by the officer or officers executing the same, be, and the same hereby are, approved and adopted in all respects;

PURTHER RESOLVED, that the form of, and the terms and conditions contained in, the Tax-Sharing Agreement between Evans and the Company, in such form and containing such terms and conditions as may be approved by the officer or officers executing the same, be, and the same hereby are, approved and adopted in all respects;

PURTHER RESOLVED, that the officers of the Company (including without limitation the officers listed below) be, and each of them hereby is authorized, in the name and on behalf of the Company and under seal of the Company, attested by the Secretary or Assistant Secretary, if required, to execute and deliver the Grossman's Lease, the Transfer and Assumption Agreement, the Grossman's Guaranty, the Shawmut Consent, the Shawmut Guaranty, the South Bayshore Guaranty, the First Evans Guaranty and the Tax-Sharing Agreement in such form and containing such terms and conditions as may be approved by the officer or officers executing the same, the execution and delivery thereof by such officer or officers to be conclusive evidence of such approval and of the authority of such officer or officers to execute and deliver the same on behalf of the Company;

PURTHER RESOLVED, that the officers of the Company (including without limitation the officers listed below) be, and each of them hereby is, authorized and directed to execute all agreements and to take all such other action as they or any of them may approve to assume all current liabilities of the retail building materials business of Evans in connection with the transfer to the Company of certain current assets of such business and to assume the liabilities evidenced by four (4) promissory notes of Evans to Nelson G. Wolff, Nelson W. Wolff, Gary W. Wolff and George A. Wolff, dated as of April 1, 1984, each in the principal amount of \$250,000.09, and one (1) promissory note of Evans to Wolff, Incorporated, dated as of April 1, 1984, in the principal amount of \$1,842,105.32, and to assume the indebtedness of Evans to Evans Financial Corp. incurred after March 15, 1984; and