

(B)

SHARP MORTGAGE, SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT OF LEASES AND RENTS

Property Address:

180-192 Shawmut Avenue
Boston, MA

Property Address: 180-192 Shawmut Avenue, Boston, MA

This SHARP Mortgage, Security Agreement and Conditional Assignment of Leases and Rents ("Mortgage") is made as of the 1st day of July, 2014, by CCBA Waterford Place, LLC, a Massachusetts limited liability company with a mailing address c/o Chinese Consolidated Benevolent Association of New England, Inc. (CCBA), 90 Tyler Street, Boston, Massachusetts 02111, Attn: Hung Goon (the "Borrower"), in favor of the Massachusetts Housing Finance Agency, with a mailing address at One Beacon Street, Boston, Massachusetts 02108 ("MassHousing").

SECTION 1. DEFINITIONS

Event of Default: An Event of Default as defined in Section 7 below.

Loan: The loan to the Borrower from the Department of Housing and Community Development of the Commonwealth of Massachusetts, and repaid to MassHousing, as set forth in Massachusetts General Laws c. 23B §27, evidenced and secured by the Note and this Mortgage.

Loan Documents: The Note, this Mortgage and all other documents executed in connection with the Loan, as the same may be amended, modified, extended, renewed or restated.

Note: The Amended and Restated Subsidy Repayment Note (Waterford Place) of even date herewith from the Borrower to MassHousing in the amount of \$858,934.61, due and payable on July 1, 2064, as the same may be amended, modified, extended, renewed or restated.

Other Lenders: The lenders set forth in Exhibit B hereto holding mortgages on the Property junior or senior to this Mortgage.

Permitted Encumbrances: The mortgages, assignments of leases and rents and other recorded loan documents of the Other Lenders and all other liens and encumbrances set forth on Exhibit C.

Project: The Project known as "Waterford Place Apartments" located at 180-192 Shawmut Avenue, Boston, Massachusetts and the 40-unit multifamily residential development located thereon.

Property: The mortgaged property as defined in Section 2 hereof.

Senior Lender: Any Other Lender who holds a mortgage senior to this Mortgage.



2014 00055527
Bk: 53217 Pg: 324 Page: 1 of 13
Recorded: 07/15/2014 11:32 AM
ATTEST: Francis M. Roache, Register
Suffolk County Registry of Deeds

Carol McFuer
Mass Housing Finance
One Beacon Street 4th
Boston, MA 02108

(42601/196)

SECTION 2. GRANTING CLAUSE

The Borrower hereby irrevocably grants, mortgages, transfers and assigns to MassHousing, with MORTGAGE COVENANTS, all the following property (the "Property"):

The parcel or parcels of land together with any improvements now or hereafter situated thereon, all as described in Exhibit A attached hereto and incorporated herein; together with all buildings and structures and fixtures owned by the Borrower erected or placed on such parcel or parcels or now or hereafter attached to or used in connection therewith, including without limitation to the extent such constitute fixtures, all pipes, lines, conduits and other facilities for public or private utilities or services, all elevators, screens, doors, awnings, blinds, shades, gas and electric fixtures, all heating, lighting, refrigerating, plumbing, ventilating, air conditioning and sprinkling equipment and all other items of whatsoever kind and nature reasonably necessary to the continued use and operation of the Property; together with all personal property owned by the Borrower and located on the Property; together with the entire interest of the Borrower in and to all and singular the tenements, hereditaments, easements, rights-of-way, rights, privileges and appurtenances to the Property, belonging or in any way appertaining thereto, and all right, title and interest of the Borrower in and to any streets, ways or alleys adjoining the Property or any part thereof; together with all proceeds paid for any damage to the Property or any part thereof, or for any portion thereof appropriated for any character of public or quasi-public use in accordance with the provisions, terms and conditions hereinafter set forth; together with all of the rents, issues, benefits and profits of the Property as provided herein and all of the records and books of account now or hereafter maintained by the Borrower in connection with the operation thereof.

SUBJECT, HOWEVER, to the Permitted Encumbrances. For the term of the Note, this Mortgage shall remain subordinate to any mortgage of the Senior Lender and any successor Senior Lender approved by MassHousing and MassHousing shall execute any documents reasonably necessary to evidence such subordination.

This conveyance is made for the purpose of securing:

- (1) Performance of all obligations of the Borrower under the terms of the Note, including payment of all amounts due pursuant thereto.
- (2) Performance of each and every obligation of the Borrower contained in this Mortgage and payment of all sums due hereunder.
- (3) Performance of the obligations of the Borrower under any and all other Loan Documents.

This Mortgage is also subject to that certain Subordination Agreement of even date herewith by and between Oak Grove Commercial Mortgage, LLC and MassHousing.

SECTION 3. COVENANTS AND WARRANTIES

The Borrower covenants, warrants and agrees as follows:

The Borrower has and will maintain good record and marketable title to the Property in fee simple, free and clear of all liens and encumbrances except for the Permitted Encumbrances, and has the right to encumber the Property with the lien created by this instrument, which lien is subject only to the Permitted Encumbrances. The Borrower will defend the title hereto in any action affecting the rights of MassHousing hereunder and pay all costs of any such action (including, but not limited to, attorneys' fees), whether or not such action (i) progresses to judgment, or (ii) is brought by or against MassHousing.

The Borrower and each endorser or guarantor of the Note shall perform and observe all of the terms and conditions of the Note, this Mortgage and the loan documents of any Senior Lender, including the obligation to make any payments as required therein.

The Borrower shall pay or cause to be paid prior to the time when interest or penalties would accrue thereon all taxes, water, sewer and other utility charges, and all other charges or assessments relating to the Property or the materials stored thereon or therein and other charges and encumbrances which are or may become a lien on the Property.

The Borrower shall keep the Property in good order, repair and condition, reasonable wear and tear thereof excepted, and will not permit, commit or suffer any waste, impairment, deterioration or environmental contamination of the Property or any part thereof.

The Borrower shall promptly repair, restore, rebuild, replace or alter as necessary any portion of the Property which may be damaged or destroyed by fire or other casualty, or taken by condemnation, as nearly as possible to the condition such improvements were in prior to such damage, destruction or taking, subject to the provisions of Sections 5 and 6 of this Mortgage. The Borrower shall give MassHousing notice of any damage to the Property within five (5) business days of any such occurrence.

The Borrower shall comply with and observe its obligations as landlord under leases affecting the Property or any part thereof. The Borrower hereby assigns to MassHousing as additional security, conditional upon default and subject to the Borrower's prior assignment to the Senior Lender, if any, any and all leases for housing units at the Property, whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Property from time to time accruing; and does agree that after an Event of Default and while such Event of Default continues, MassHousing may, subject to the rights of the Senior Lender, if any, modify and otherwise deal with all such leases or subleases with the same power and discretion which MassHousing would have if MassHousing were the owner of the Property free from any trust; and, after an Event of Default, MassHousing shall also have the power, subject to the rights of the Senior Lender, if any, to make, execute and deliver new leases of all and any portion of the Property in the name of the Borrower, or in the name of any person or persons claiming under the Borrower on such terms and conditions as MassHousing may in its reasonable judgment deem proper.

SECTION 4. INSURANCE

The Borrower will at all times (a) keep the Property insured, for the mutual benefit of the Borrower and MassHousing, as their respective interests may appear, in amounts not less than 100% of the full replacement cost of the Property (plus 12 months' rent loss coverage), against loss or damage by (i) fire, (ii) such other risks and hazards as now are or hereafter may be insured under standard "Extended Coverage" forms or endorsements, and (iii) such other risks of damage as MassHousing shall from time to time reasonably require; (b) maintain comprehensive general liability insurance against all claims for bodily injury, death or property damage occurring upon, in or about the Property, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or such higher limits as MassHousing may reasonably require and which specifically names the Borrower and MassHousing; (c) maintain or cause the Borrower's property manager to maintain worker's compensation coverage for all employees in statutorily mandated amounts and, if applicable, comprehensive automobile liability insurance, including hired vehicles, in an amount not less than \$1,000,000 combined single limit; and (d) with respect to any construction undertaken at the Property, obtain builder's risk insurance (100% completed value non-reporting form) in amounts reasonably satisfactory to MassHousing, but never at any time less than full replacement value of the construction.

All insurance shall be evidenced by valid and enforceable policies in form and substance, and issued by such insurers, as are reasonably approved by MassHousing. All policies of casualty insurance shall contain a standard non-contributory form of mortgage clause reasonably satisfactory to MassHousing, which clause shall name MassHousing as loss payee as its interest may appear and provide that such policies may not be canceled without at least thirty (30) days' prior written notice to MassHousing. Upon the occurrence of an Event of Default, MassHousing may act either in its name or as attorney for the Borrower (for that purpose by these presents duly authorized and appointed with full power of substitution and revocation) in obtaining, adjusting, settling, and canceling such insurance and endorsing any drafts in payment of any loss.

SECTION 5. DAMAGE BY FIRE OR OTHER CASUALTY

If by reason of any damage or destruction to the Property, any sums are paid under any insurance policy mentioned in or contemplated by Section 4 hereof, such proceeds shall, subject to the rights of the Senior Lender, if any, be paid to MassHousing alone, as its interest may appear, to be applied toward reimbursement of all costs and expenses of MassHousing in collecting such proceeds, and, at the option of MassHousing, either toward payment of the indebtedness secured hereby or any portion thereof, whether or not due and payable, or to the repair, restoration, rebuilding or replacement of that part of the Property so damaged or destroyed; provided, however, MassHousing shall consent to such application if all of the following conditions are met: (i) sufficient insurance proceeds are available or the Borrower deposits with MassHousing and/or with an Other Lender sufficient funds to pay the entire cost of repair, restoration, rebuilding or replacement; (ii) MassHousing approves in advance plans and schedule for such repair, restoration, rebuilding or replacement, such approval not to be unreasonably withheld; (iii) all Other Lenders have approved the plans for such repair,

restoration, rebuilding or replacement; and (iv) the insurance proceeds, together with the Borrower's additional funds, if any, are held by MassHousing or an Other Lender and disbursed pursuant to customary construction disbursement procedures as work is completed. MassHousing's rights hereunder are subject and subordinate to the rights of any Senior Lender.

SECTION 6. CONDEMNATION

The Borrower hereby assigns, transfers and sets over to MassHousing, subject to prior assignment to the Senior Lender, if any, all rights of the Borrower to any award or payment in respect of (i) any taking of all or a portion of the Property as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain and (ii) any damage to the Property due to governmental action, but not resulting in a taking of any portion of the Property. The Borrower hereby agrees to file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to MassHousing, and hereby irrevocably authorizes and empowers MassHousing, if the Borrower does not so prosecute its claim, in the name of the Borrower or otherwise, to collect and receive any such award or payment and to file and prosecute such claims. All proceeds received by MassHousing with respect to such taking or damage shall be applied in MassHousing's discretion and in such order as MassHousing shall determine; provided, however, if the Senior Lender, if any, determines to apply available proceeds to reconstruction of the Property, MassHousing shall consent to such application.

SECTION 7. DEFAULT PROVISIONS

An "Event of Default" shall arise under this Mortgage upon the occurrence of any one or more of the following events:

Failure of the Borrower to pay any amount due under the Note when due thereunder or failure of the Borrower to perform any other obligation under the Note when due or to pay real estate taxes, utility charges or insurance premiums as required by Section 3 and Section 4 hereof and the continuation of such failure for ten (10) days after the date such payment is due.

Failure of the Borrower to perform any of its obligations, covenants, or agreements contained in this Mortgage and the continuance of such failure for thirty (30) days after written notice thereof from MassHousing to the Borrower; provided, however, that if the curing of such default cannot be accomplished with due diligence within the initial period of thirty (30) days, then Borrower shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default as may be necessary provided the Borrower shall have commenced to cure such default within said thirty (30) day period, such cure shall have been diligently prosecuted by the Borrower thereafter to completion, and MassHousing does not reasonably deem this Mortgage jeopardized by such further delay.

The occurrence of an Event of Default as defined in any other Loan Document.

Except as otherwise specifically provided for in this Mortgage or any other Loan Document, it shall be an Event of Default, if, without MassHousing's prior written consent in each instance, which consent may be granted, withheld or conditionally granted in MassHousing's sole discretion (a) there is any sale, refinance, conveyance, transfer or encumbrance of, or lien imposed upon, all or any portion of the Property; or (b) there is a failure to comply with the provisions of, or there is a default under, any of the Permitted Encumbrances (or any title exception approved with MassHousing's prior written consent) unless cured within any applicable grace period provided for in the applicable Permitted Encumbrances (or any title exception approved with MassHousing's prior written consent). Subject to the rights of Senior Lender, notwithstanding anything to the contrary contained hereinabove, Borrower, with the prior written consent of MassHousing in each instance, may: (i) grant easements, licenses or rights-of-way over, under or upon the Property, so long as such easements, licenses or rights-of-way do not destroy or diminish the value or usefulness of the Property or any portion thereof, as determined by MassHousing in its sole and absolute discretion; (ii) sell or exchange any land not required for the Property, provided that, subject to the rights of the Senior Lender, the proceeds derived by Borrower from the sale of any such land shall be paid over to MassHousing for application to or toward the indebtedness secured hereby in such order as MassHousing may determine; and (iii) sell the Property to a new Borrower approved by MassHousing, in its sole and absolute discretion, which successor in interest shall assume this Mortgage.

SECTION 8. RIGHTS AND REMEDIES OF THE MORTGAGEE

Upon the occurrence of any Event of Default hereunder, MassHousing, at its option but without obligation to do so, without notice to or demand on the Borrower and without releasing the Borrower from any liability under the Loan Documents, may make any payment or perform any act which the Borrower is obligated to pay or do under the terms of this Mortgage past due, subject to the rights of the Senior Lender, including the payment of any amount and performance of any defaulted obligation of the Borrower under the loan documents of the Senior Lender, if any. All amounts expended hereunder shall, without notice or demand, be immediately due and payable to MassHousing by the Borrower with interest thereon, to the extent permitted by law, at the Delinquency Rate (as defined in the Note), and shall be secured hereby.

Upon the occurrence of any Event of Default hereunder, and subject to the rights of any Senior Lender, MassHousing at its option, without notice, without any liability to MassHousing, and without regard to the adequacy of the security for the Loan, may, to the extent permitted by law:

Enter upon and take possession of the Property (with or without bringing any action or proceeding in court); or

Demand or receive payment of all rents, benefits and profits of the Property, including those past due and unpaid (whether or not MassHousing has taken possession of the Property); or

Have a receiver immediately appointed for the Property and the earnings, revenues, rents, issues, profits and other income thereof and therefrom, with all such powers as the court making such appointment shall confer.

If MassHousing enters upon and takes possession of the Property as provided in this Section 8, MassHousing may operate and manage the Property and perform any acts which MassHousing, in its reasonable discretion, deems necessary or desirable to protect and preserve the rentability, increase the income, or conserve the value of the Property. MassHousing shall have no liability for any action or inaction while in possession of the Property so long as such action or inaction is taken or refrained from being taken in good faith and in the absence of gross negligence.

Upon the occurrence of any Event of Default hereunder, subject to the rights of the Senior Lender:

MassHousing may, if and to the extent and in the manner permitted by law, itself, or by such agents and attorneys as it may appoint, with or without entry or taking possession, sell the Property as an entirety or in such separate lots, units or parcels as MassHousing may determine, at public or private sale and, except as otherwise provided by law, at such place or places (whether or not the Borrower be present), at such time or times, upon such terms (including credit, whether secured or unsecured) and upon such notice (by publication or otherwise), if any, as MassHousing in its discretion may determine.

MassHousing is irrevocably appointed attorney-in-fact of the Borrower in its name and stead and on its behalf, for the purpose of effectuating any sale for the enforcement of this Mortgage, whether under the power of sale hereby given or pursuant to judicial proceedings or otherwise, to execute and deliver all such deeds, conveyances, bills of sale, assignments, transfers and other instruments as MassHousing may consider necessary or appropriate, and to substitute one or more persons with like power, the Borrower hereby ratifying and confirming all that MassHousing, or such substitute or substitutes, shall lawfully do by virtue thereof.

This Mortgage is upon the STATUTORY CONDITION and upon the occurrence of any Event of Default hereunder MassHousing shall have the STATUTORY POWER OF SALE.

No remedy herein conferred upon MassHousing shall be exclusive of any other remedy herein or by law provided or permitted, but such shall be cumulative and in addition to every other remedy given herein or now or hereafter existing at law.

SECTION 9. MISCELLANEOUS PROVISIONS

Without affecting the liability of the Borrower or any other person (except any person expressly released in writing) for the performance of any obligations set forth in the Loan Documents and without affecting the lien or other rights of MassHousing with respect to any property or other security not expressly released in writing, MassHousing at any time, and from time to time, either before or after maturity of the Note, and without notice or consent, may:

Make any agreement extending the time, or otherwise altering the terms of payment of the amounts due under the Note, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien securing payment of the Note;

Exercise or refrain from exercising, or waive any right MassHousing may have;

Accept additional security of any kind;

Release or otherwise deal with any property, real or personal, securing the Loan, including all or any part of the Property.

In the event the Borrower conveys its interest in the Property to parties not appearing in this instrument (without implying any right of the Borrower to do so without MassHousing's consent), MassHousing may, without notice to the Borrower, deal with such successor or successors in interest with reference to this Mortgage and the Note secured hereby, either by way of forbearance on the part of the Borrower or extension of the time of payment of the debt or any sum hereby secured, without in any way modifying or affecting the conveyance under this Mortgage or the original liability of the Borrower or any other party on the Note secured hereby, either in whole or in part.

In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

All notices, requests, demands, consents or other communications given hereunder or in connection herewith shall be in writing and shall be deemed duly given if delivered by hand or by recognized overnight courier or if mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to the party to receive such notice at its address first set forth above. Any notices given to Borrower shall also be given to Russell L. Chin, Esq., Chin Law Firm, 392 Hancock Street, Quincy, MA 02171. Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices shall be deemed given upon receipt if hand delivered or, if mailed as aforesaid, three days after mailing or, if sent by overnight courier, on the day after delivered to such courier.

In accordance with Section 9-509 of the Uniform Commercial Code as in effect in The Commonwealth of Massachusetts (the "U.C.C."), the Borrower hereby authorizes MassHousing to file any financing statements or amendments to such financing statements that may be required pursuant to the U.C.C. for MassHousing to perfect its security interest in any of the Property. This Mortgage is to be recorded or filed with the registry of deeds or the registry district of the Land Court for the county in which the Property is located as a fixture filing pursuant to Section 9-502 of the U.C.C. and is intended to be a construction mortgage pursuant to Section 9-313 of the U.C.C.

This instrument shall inure to the benefit of and bind the successors and assigns of the parties hereto. This Mortgage may not be waived, changed or discharged orally, but only by an agreement in writing signed by the party against whom any waiver, change or discharge is sought.

It is understood and agreed that the validity, construction and interpretation of this Mortgage will be in accordance with the laws of The Commonwealth of Massachusetts.

This Mortgage is subject to the exculpation provisions set forth in the Note.

This Mortgage and the other Loan Documents collectively constitute the entire and final agreement among the parties hereto and there are no other agreements, understandings, warranties or representations among the parties with respect to the subject matter hereof except as expressly set forth herein or therein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Witness our hands and seals as of the date first written above.

BORROWER:

CCBA WATERFORD PLACE, LLC, a
Massachusetts limited liability company

By: WATERFORD PLACE MANAGEMENT, LLC, a
Massachusetts limited liability company, its
manager

By: CHINESE CONSOLIDATED
BENEVOLENT ASSOCIATION OF NEW
ENGLAND, INC., its sole member

By: *Hung Goon*
Hung Goon
President

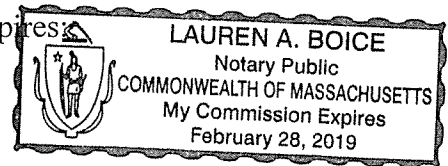
COMMONWEALTH OF MASSACHUSETTS

County of Norfolk, ss.

July 9, 2014

Then personally appeared before me Hung Goon, in his capacity as President of Waterford Place Management, LLC, Manager of CCBA Waterford Place, LLC, whose name is signed on the preceding document, and such person acknowledged to me that she signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned.

Lauren A. Boice
Notary Public
My Commission Expires



- Exhibit A:** Property Description
- Exhibit B:** Other Lenders
- Exhibit C:** Permitted Encumbrances

EXHIBIT A: PROPERTY DESCRIPTION

The land shown as Parcel 3B-2B on a plan entitled “Plan of Land, 180 Shawmut Avenue, Boston, Massachusetts” prepared by Briggs Associates, Inc. dated September 18, 1987 recorded in the Suffolk Registry of Deeds at Book 15606, Page 77, and more particularly bounded and described as follows:

NORTHERLY: by land now or formerly of City Redevelopment Corporation, one hundred thirty-six and 74/100 (136.74) feet and twenty-one and 99/100 (21.99) feet;

EASTERLY: by land now or formerly of the Boston Redevelopment Authority, one hundred eight and 17/100 (108.17) feet;

SOUTHERLY: by land now or formerly of the Boston Redevelopment Authority (along the former Garland Street), one hundred fifty and 66/100 (150.66) feet; and

WESTERLY: by Shawmut Avenue one hundred six and 99/100 (106.99) feet.

Said parcel 3B-2B contains 16,628 square feet, more or less, according to said plan.

EXHIBIT B: OTHER LENDERS

LENDER	SENIOR/JUNIOR	LOAN AMOUNT
OAK GROVE COMMERCIAL MORTGAGE, LLC	SENIOR	\$5,570,100

EXHIBIT C: PERMITTED ENCUMBRANCES

1. Mortgages securing the loans from the Other Lenders.
2. Exceptions listed in specimen title insurance policy no. LX 308740 issued by Old Republic National Title Insurance Company updated through the date hereof.

