

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is made as of the 12<sup>th</sup> day of June, 2007, by and between CCBA Limited Partnership, a Massachusetts limited partnership having an address of 90 Tyler Street, Boston, Massachusetts 02111 (the "Assignor"), and CCBA Waterford Place, LLC, a Massachusetts limited liability company having an address at 90 Tyler Street, Boston, Massachusetts 02111, its successors and assignees (the "Assignee").

**WHEREAS**, Assignor desires to assign to Assignee all of its right and interest in and to any and all assets, properties, licenses, leases, agreements, permits, plans, approvals, authorizations existing federal and state subsidy contracts, escrow accounts (including, but not limited to, replacement reserve, real estate taxes and last month's rent escrow accounts held with MassHousing (hereinafter defined), affirmative fair marketing contract, equal opportunity contract for occupancy and other documents (all to the extent the same may be amended, modified, restated, terminated and/or replaced by and between Assignee and MassHousing, the "Assets") in connection with the acquisition, renovation, use and operation of all or any part of the property known as Waterford Place, 180-192 Shawmut Avenue, Boston, Massachusetts.

**WHEREAS**, Assignee desires to accept said assignment and desires to assume the Assignor's obligations with respect to the Assets (all to the extent the same may be amended, modified, restated, terminated and/or replaced by and between Assignee and MassHousing, the "Obligations").

**NOW, THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignor hereby sells, transfers, assigns, delivers, sets over and conveys to Assignee all of its right, title and interest in and to the Assets, without recourse, including, without limitation, the following:

- (a) That certain Mortgage, Security Agreement and Assignment of Leases and Rents from Assignor to MassHousing, dated June 30, 1989, recorded with the Suffolk County Registry of Deeds (the "Registry") in Book 15731, Page 334, and the notes and claims secured thereby;
- (b) That certain Land Use Restriction Agreement from Assignor to MassHousing, dated June 30, 1989, recorded with the Registry in Book 15732, Page 64;

**SUFFOLK REGISTRY OF DEEDS** That certain Regulatory Agreement between Assignor and MassHousing, dated June 30, 1989, recorded with the Registry in Book 15732, Page 37;

**JUN 19 2007** (d) That certain Declaration of Restrictive Covenants by Assignor, dated February 14, 1990, recorded in the Registry in Book 16121, Page 46;

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- (e) All contracts, documents and agreement by and among any or all of the Assignor and/or MassHousing and/or the Executive Office of Communities and Development (now known as the Department of Housing and Community Development) and/or the United States Department of Housing and Urban Development respecting the Project;
2. Assignee does hereby accept all of Assignor's right, title and interest in and to the Assets.
3. Assignee does hereby agree to assume, pay, discharge, and perform as and when the same shall become due, all Obligations.
4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
6. Notwithstanding any of the foregoing provisions of this Agreement to the contrary, the foregoing sale, transfer, assignment, delivery, setting over and conveyance by Assignor and Assignee's acceptance thereof are not intended to and shall not constitute a merger or a termination of the equity of redemption held by any party in connection with any mortgage, debt or other monetary obligation affected by this Agreement.

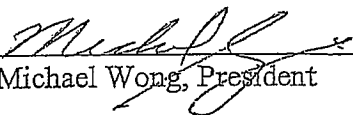
*[Signatures on next page]*

WITNESS THE, EXECUTION HEREOF, under seal, in any number of counterpart copies, each of which shall be deemed to be an original for all purposes, as of the date first written above.

ASSIGNOR:

CCBA Limited Partnership

By: CCBA Realty Corporation, *its General Partner*

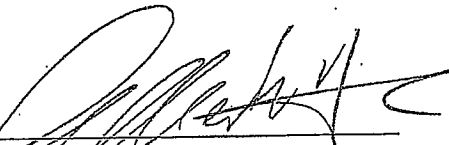
By:   
Michael Wong, President

ASSIGNEE:

CCBA Waterford Place, LLC

By: Waterford Place Management, LLC *its Manager*

By: Chinese Consolidated Benevolent Association  
of New England, Inc., *its sole member*

By:   
Gilbert Ho, Treasurer

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

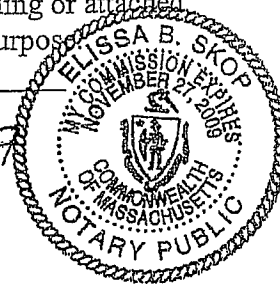
June 12 2007

On this 12<sup>th</sup> day of June, 2007, before me, the undersigned notary public, personally appeared Michael Wong, the President of CCBA Realty Corporation, General Partner of CCBA Limited Partnership, proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Elissa B. Skop

Notary Public

My commission expires: 11/29/09



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

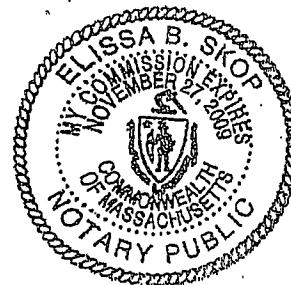
June 12 2007

On this 12<sup>th</sup> day of June, 2007, before me, the undersigned notary public, personally appeared Gilbert Ho, the Treasurer of the Chinese Consolidated Benevolent Association of New England, Inc., the sole member of Waterford Place Management, LLC, the Manager of CCBA Waterford Place, LLC, proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Elissa B. Skop

Notary Public

My commission expires: 11/29/09



**Waterford Place**  
**180 Shawmut Ave., Boston, MA 02118**

<b>Resident</b>	<b>Unit Number</b>	<b>Security Deposit</b>	<b>Last Month's Rent</b>
Beatrice Mack	201	1,632.00	
Salado Elmi	202	2,016.00	
Dung Tran	204	455.00	
Tuen Yee Au	206	407.00	
Yeshu Nega	207	1,644.00	
Ashley King	301	2,000.00	
Zsa Zsa Kinsley	302	2,169.00	
Dorothy Govan	303	1,099.00	
Abdigafar Salah	304	1,850.00	
Katrin Kirsh	305	1,550.00	
Beronica Roble	306	1,400.00	
Doris Jackson	307	1,600.00	
Scott Lacey	401	2,000.00	
Safiya Ahmed	402	1,797.00	
Lance Toure	403	782.00	
Nicole Dovi	404	3,150.00	
Khadijo Maow	405	1,375.00	
Choi Tak lui	406	273.00	
Queen Smith	407	1,600.00	
Yu Xiao Ali	501	554.00	
Abdulriham Ali	502	1,843.00	
Quan Hue Ha	503	775.00	
Cameron Donaldson	504	2,950.00	2,950.00
Maria Versa	505	1,400.00	
Josefina Lara/Moreta	506	1,400.00	
Gladys Jimenez	507	1,086.00	
Ann Mack	601	1,600.00	
Justin Fernanes	602	3,150.00	3,150.00
Dulce Salcedo	603	860.00	
Jason Vasquez	604	3,150.00	
Chi Ming Fok	605	230.00	
Samia Fahiyeh	606	1,384.00	
Debashish Chakravarty	607	2,000.00	
Isabel Dominquez	701	1,550.00	
Celia Curran	702	1,850.00	1,850.00
Christine Burgos	703	1,077.00	
Michael Harboure	704	1,350.00	
Sheila Thomas	705	1,100.00	
Cythia White	706	1,300.00	
LeAndres Dames-Stelocki	707	1,550.00	
<b>Total</b>	<b>40 units</b>	<b>60,958.00</b>	<b>7,950.00</b>