

CCBA WATERFORD PLACE, LLC
(a Massachusetts limited liability company)

OPERATING AGREEMENT

BACKGROUND

1. The CHINESE CONSOLIDATED BENEVOLENT ASSOCIATION OF NEW ENGLAND, INC. (the "Original Member") has formed a limited liability company, on the 30th day of March, 2007, with the name CCBA WATERFORD PLACE, LLC (the "LLC"), pursuant to the Massachusetts Limited Liability Company Act (the "Act").
2. This Agreement sets forth the Original Member's rights and duties with respect to the LLC.

TERMS AND CONDITIONS

ARTICLE 1:
FORMATION OF THE LLC; ORIGINAL MEMBER.

- 1.1 Effective date of Agreement; formation of LLC. This Agreement shall be effective on the date (the "Effective Date") on which the Original Member shall have signed and dated it prior to. The Original Member has delivered to the Secretary of State of Massachusetts for filing a Certificate of Organization (the "Certificate") on the 30th day of March , 2007 and attached hereto and made a part hereof as Exhibit "A" is a copy of the filed certificate of Organization of the LLC.
- 1.2 Admission of Original Member. Immediately upon the formation of the LLC, the Original Member shall be the sole Member of the LLC.

ARTICLE 2:
NAME OF LLC; PURPOSE AND POWERS, ETC.

- 2.1 LLC Name, Purpose, etc. The business and affairs of the LLC shall be conducted solely under the name set forth in the Certificate, and its registered agent, registered office, duration and form of management shall be solely as set forth therein. The purpose of the LLC shall be: (i) to own, operate, manage, rent and lease, build, develop, sell or exchange real estate of all kinds and descriptions; and (ii) to engage in any other lawful business in which a limited liability company may engage under Massachusetts law (the "Business").

2.2 LLC Powers. The LLC shall have all powers identified in the Act and any other power necessary or desirable to carry out the purposes of the LLC.

ARTICLE 3:
FISCAL YEAR.

The fiscal year of the LLC shall be the calendar year.

ARTICLE 4:
CAPITAL CONTRIBUTIONS.

Promptly after the formation of the LLC, the Original Member shall contribute the sum of Five Hundred Dollars (\$500) to the LLC. No Member of the LLC shall be entitled to interest on any contribution to the LLC. No Member shall be entitled to the return of any contribution except in connection with the LLC's dissolution. No Member shall be required to make additional contributions to the LLC without the consent of all the Members.

ARTICLE 5:
ALLOCATIONS AND DISTRIBUTIONS; DRAWS.

5.1 Profits and Losses, Distributions. Until the admission of additional Members, the Original Member shall be entitled to all allocations of LLC profits and losses and to allocations of distributions. Upon the admission of any additional Members, each Member shall be entitled to allocations of LLC profits and losses and to allocations of distributions of LLC assets pro rata in accordance with his, her or its Percentage Interest in the LLC.

5.2 Approval of Distributions. Until the admission of additional Members, the Original Member shall be entitled to receive distributions of its share of LLC profits as the majority of the Members shall determine from time to time. Upon the admission of any additional Members, each Member shall be allocated his, her or its share of LLC losses pro rata in accordance with his, her or its Percentage Interest in the LLC, as the majority of the Members shall determine from time to time.

ARTICLE 6:
MANAGEMENT OF LLC.

6.1 Participation in LLC Management. The LLC shall be managed by CCBA Waterford Place Management, LLC (the "Manager").

6.2 Matters Which Require MassHousing Approval. In any and all matters which require MassHousing consent or approval, the signature of an authorized representative of the Manager shall bind the Company.

6.3 Agency. The Manager shall have the power, right and authority to act as agent for the LLC on all LLC matters; provided, that upon admission of additional Members, no Member shall sign any material contract on behalf of the LLC with any third party unless the contract is first approved by a majority of Members.

ARTICLE 7:
REQUIREMENT OF CONSENT FOR TRANSFERS OF LLC MEMBERSHIPS AND INTEREST; PLEDGES, ETC.; ADMISSION OF NEW MEMBERS.

7.1 Transfers of Memberships and LLC Interests. Except with the consent of the Original Member, or of a majority of the Members, if additional Members have been admitted, no Member shall transfer to any person any management right or other right or interest of the Member in the LLC, including any portion of the Member's LLC interest.

7.2 Pledges. No Member shall pledge any portion of his, her or its Membership rights or interests, including his LLC interest, without the consent of a majority of the other Members.

7.3 Admission of New Members. No person or entity shall be admitted as a new Member of the LLC except with the consent of the Original Member, or of a majority of the Members if additional Members have been admitted.

ARTICLE 8:
DUTIES OF MEMBERS.

8.1 Duties of Members. Each Member shall use his, her or its best efforts to promote the business of the LLC, but shall not be obligated to work solely on the business if the LLC .

8.2 Duties of Care, Good Faith and Loyalty. In his, her or its actions as a Member of the LLC, each Member: (i) shall use the same care as he, she or it would use in conducting his, her or its own affairs; (ii) shall act in good faith; and (iii) shall act with the utmost loyalty toward the LLC and the other Members.

ARTICLE 9:
RECORDS AND REPORTS.

9.1 Books of Account. The LLC shall maintain proper books of account, which shall comply with all applicable federal income tax regulations and with generally accepted accounting practices as applicable to limited liability companies.

9.2 Annual Reports Relating to Tax Return Preparation. Within ninety (90) days after the close of the fiscal year of the LLC, the LLC shall prepare and deliver to the Members written reports which shall contain all information in the possession of the LLC that is reasonably necessary to enable the Members to prepare their federal income tax returns.

ARTICLE 10:
DISSOLUTION.

The LLC shall dissolve upon the death or dissolution of any Member unless, within 90 days after such death or dissolution, other Members holding a majority of capital and profit interests in the LLC shall vote to continue the LLC.

ARTICLE 11:
TERM AND TERMINATION.

The term of this Agreement shall begin on the Effective Date and shall end upon the earlier of: (i) the date on which the LLC is terminated under this Agreement or under other applicable law; or (ii) the date on which the Original Member or a majority of the Members, if additional Members have been admitted, agree to terminate the LLC.

ARTICLE 12:
MISCELLANEOUS PROVISIONS.

12.1 Massachusetts Housing Finance Agency ("MassHousing") Rider. This Agreement incorporates the provisions of the attached Rider (Exhibit B).

12.2 Entire Agreement. This Agreement, including the provisions of the MassHousing Rider, contains the complete agreement concerning its subject matter, and it supersedes any earlier agreements concerning its subject matter.

12.3 Amendments. No amendment of this Agreement or of the Certificate of Incorporation shall be valid except in writing signed by the Original Member.

12.4 Applicability of the Act. Except as otherwise expressly provided in this Agreement and in the Certificate, all provisions of the Act as now in effect and as amended from time to time shall apply in the Agreement as if fully incorporated herein.

12.5 Notices. All notices under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. Mail, return receipt requested, to the Members at their respective addresses as stated below. A Member may change the Member's address for purposes of this Paragraph 12.5 at any time upon reasonable notice to the other Members, if any, or if there are no other Members, to the LLC. Notices shall be deemed to have been received when actually received.

If to the Original Member, to it at:

Chinese Consolidated Benevolent Association of New England, Inc.
90 Tyler Street
Boston, MA 02111

If to the LLC, to it at:

Waterford Place Management, LLC
90 Tyler Street
Boston, MA 02111

With a copy to:

Tarlow, Breed, Hart & Rodgers, P.C.
101 Huntington Avenue, Suite 500
Boston, MA 02199
Attn: Warren A. Kirshenbaum, Esq.

12.6 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The parties agree to personal jurisdiction in Suffolk County, Massachusetts. All questions concerning the construction validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts of the Commonwealth of Massachusetts.

12.7 Titles, Headings and Captions. All titles, headings and captions contained herein are included for convenience of reference only and shall not be construed to alter the provisions or to affect the interpretation or construction of this Agreement. Whenever any title, heading or caption is in conflict with the express terms of this Agreement, the express terms of this Agreement shall control.

12.8 Access of Members to Legal Advice. The Member acknowledges that before signing this Agreement and accepting its terms, the Member(s) have had every reasonable opportunity to consider these terms and to review them with an attorney of its choosing; and that it has signed this Agreement knowingly and freely.

12.9 Facsimile Signatures Facsimile signatures shall serve to bind the parties herewith, provided that each party shall promptly deliver hard copies of this Agreement with original signatures to the other parties.

12.10 Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.11 Severability In the event that any provision of this Agreement, or the application thereof to any person or under any circumstances, is determined to be invalid, unlawful or unenforceable to any extent, then to such extent such provision shall be deemed severed from this Agreement; but the application of such provision to any other persons or under any other circumstances other

than those as to which it is determined to be invalid, unlawful or unenforceable, and every remaining provision of this Agreement, shall continue in full force and effect.

12.12 Binding Effect. Except as otherwise expressly provided herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Members and their respective successors. The provisions hereof shall be for the benefit of and shall be enforceable by the Members and their permitted successors and assigns, but shall not be for the benefit of or enforceable by any third party whatsoever.

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[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned being the Original Member and the Sole Member of the LLC have executed this Agreement as of the date set forth hereunder.

**CONSOLIDATED CHINESE BENEVOLENT
ASSOCIATION OF NEW ENGLAND, INC.**

Percentage Interest: 100%

By: _____

GILBERT HO, Treasurer

Date: June 1, 2007

SCHEDULE A

Member	Membership Interest
Chinese Consolidated Benevolent Association of New England, Inc. 90 Tyler Street Boston, MA 02111	100%

EXHIBIT "A"

EXHIBIT "B"

MASSHOUSING RIDER TO LLC OPERATING AGREEMENT

This Rider is attached to and made a part of the Operating Agreement of CCBA WATERFORD PLACE, LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (the "Company"). The terms of this Rider are incorporated into the Company's Operating Agreement in order to induce the Massachusetts Housing Finance Agency ("MassHousing") to make a loan in the amount of Six Million Four Hundred Ten Thousand Two Hundred Sixty Eight Dollars (\$6,410,268.00) (the "Loan") to the Company for the acquisition of Waterford Place (the "Development"). The Loan is evidenced by a Promissory Note and secured by, inter alia, a Mortgage, Security Agreement and Assignment of Leases and Rents, a Regulatory Agreement, and related contract documents, all of which are referred to in this Rider as the "Contract Documents." The Operating Agreement forming the Company, together with all amendments and restatements thereof, is referred to herein as the "Operating Agreement."

The parties hereto agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Operating Agreement of the Company, and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Operating Agreement and this Rider, the following covenants, terms, and conditions shall control and prevail:

1. **Purpose.** The sole purpose of the Company shall be to acquire, develop, construct, rehabilitate, own, and lease the Development as affordable rental housing in accordance with the requirements of the Regulatory Agreement. The Company shall not engage in any other business and shall not have or acquire an ownership interest in any asset other than the Development.

2. **Managers.** If any Manager of the Company is a corporation, partnership, or limited liability company, such Manager shall not engage in any business or activity or have a controlling interest in any property, business, or asset other than MassHousing-financed developments unless otherwise approved in writing by MassHousing.

3. **Manager's Authority.** The Manager[s] shall be solely responsible for the management of the Company's business with all the rights and powers generally conferred by law and the Operating Agreement. Any party dealing with the Company may rely on a certificate signed by any Manager that the Managers have all necessary power and authority to bind the Company by their acts.

4. **Reliance on Managers.** The Members are entering into the Operating Agreement in reliance upon the unique expertise, skills and management ability of the Manager. The Manager

shall not assign, delegate or permit the assignment of its management rights, whether voluntarily or involuntarily, without the prior written consent of MassHousing. In the event of the involuntary assignment of the Manager's interest in the Company as a result of the Manager's death, dissolution, bankruptcy, or declaration of legal incompetence or incapacity, the Manager's assignees or successors in interest shall be entitled only to the rights of an assignee of the Manager's economic interest in the Company, if any, and shall not succeed to any of the Manager's management rights or authority without the prior written consent of MassHousing.

5. **Loans by Members or Managers.** The term of any loans or advances to the Company by its Members or Managers shall be subject to the prior written approval of MassHousing.

6. **Limitations on Distributions.** Distributions to the Members shall be subject to the limitations set forth in the Regulatory Agreement.

7. **Reserves.** Operating and Replacement Reserves for the Development shall be maintained as set forth in the Regulatory Agreement.

8. **Declaration of Bankruptcy.** The Company shall not authorize the commencement of any voluntary bankruptcy, receivership, or insolvency proceeding without the written consent of all of the Members.

9. **MassHousing Approval of Management Agent.** The hiring of a management agent for the Development, the management contract and the management fees payable thereunder shall be subject to MassHousing written approval. No distribution or loan to the Company may be guaranteed by any assignment of any management fees to be received by any Member or Manager.

10. **New Members, Transfer of Beneficial Interest.** The admission, change or substitution of any Member, or the conveyance, assignment, transfer, surrender or relinquishment of 25% or more of the Beneficial Interest in the Company or any right to manage or receive the rents and profits of the Development, shall be subject to the requirements set forth in the Regulatory Agreement. Any new or Substitute Member must agree to acknowledge the Company's obligations to MassHousing in connection with the Loan and the operation of the Development. Any new or Substitute Member may be admitted to the Company only after the prior written approval of MassHousing.

11. **Assignment.** Any Member may assign or pledge its interest in the Company to MassHousing as security for the Loan. Upon exercise by MassHousing of its rights pursuant to such pledge or assignment, MassHousing shall succeed to all of the assignor's right, title, and interest in the Company, and, at MassHousing's sole election, shall be admitted to the Company as a Substitute Member having all of the rights of a Member attributable to such interest.

12. **Voluntary Dissolutions.** The Company may not voluntarily be dissolved without the prior written approval of MassHousing.

13. Continuation of the Company. Upon the withdrawal, termination, retirement, dissolution, bankruptcy, death or declaration of legal incompetence of any Manager, either voluntarily or by operation of law, the remaining Managers, if any (or if none, the remaining Members), shall notify MassHousing of such a withdrawal, shall continue the business of the Company, and, if no Manager remains, the Members shall appoint a successor Manager acceptable to MassHousing. The retirement, death, dissolution, bankruptcy or declaration of legal incompetence, or any other event of dissolution or disassociation under the Massachusetts Limited Liability Company Act of a Manager or a Member shall not dissolve the Company, and the business of the Company shall be continued by the remaining Managers or by the Members.

14. Right, Title and Control of Development. Upon any dissolution of the Company, no title or right to possession and control of the Property, and no right to collect the rents from the Property, shall pass to any person who is not bound by the Contract Documents.

15. Designation of MassHousing Representative. The Company designates the Manager as its representative for all matters concerning the Property which require MassHousing consent or approval and the signature of an authorized representative of the Manager shall bind the Company in all such matters provided that the Manager has obtained consent, as required expressly under Section 6.2 of the Operating Agreement. Notwithstanding the foregoing, nothing in the Partnership Agreement shall serve to impede or restrict MassHousing's rights under the Contract Documents, including, but not limited to, the right to require termination of the management contract and designation of a management agent acceptable to MassHousing.

16. Execution of Documents. The Manager, by its authorized representative, on behalf of the Company, is authorized to execute the Contract Documents and any other documents required by MassHousing in connection with the Loan.

17. Amendment. No amendment to the Operating Agreement or this Rider shall be made which would affect the rights of MassHousing under the Contract Documents without securing the prior written consent of MassHousing.

18. Conflicting MassHousing Documents or Operating Agreement. Notwithstanding any other provisions of the Operating Agreement or this Rider, in the event that any provision of the Operating Agreement or this Rider conflicts with Contract Documents, the provisions of the Contract Documents shall control.

19. Third-Party Beneficiary. The provisions of this Rider are intended for the benefit of MassHousing so long as the Loan shall remain outstanding. MassHousing shall have the right to enforce the provisions of this Rider as a third-party beneficiary. Violation of the provisions of this Rider shall constitute an event of default under the Contract Documents.

20. Term. This Rider and the Operating Agreement shall remain in full force and effect for so long as MassHousing is the holder of the Note and Mortgage. The Operating Agreement shall not have a term which is shorter than the term of the MassHousing Note.

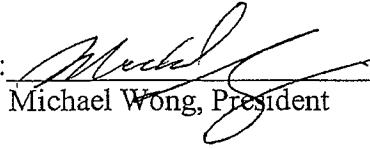
IN WITNESS WHEREOF, the undersigned, being all of the Members and Managers of the Company have executed this MassHousing Rider to Operating Agreement this 1 day of June, 2007

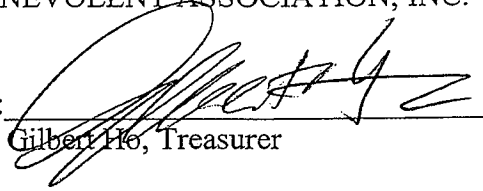
MANAGER

MEMBER

WATERFORD PLACE
MANAGEMENT, LLC

CHINESE CONSOLIDATED
BENEVOLENT ASSOCIATION, INC.

By: 
Michael Wong, President

By: 
Gilbert Ho, Treasurer