

RECORD AND RETURN TO:

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



DEED

CCBA LIMITED PARTNERSHIP, a Massachusetts limited partnership, ("Grantor"), in consideration of One (\$1.00) Dollar and in consideration of the covenants contained herein, and further contained in (i) the Land Disposition Agreement recorded in the Suffolk County Registry of Deeds at Book 15731, Page 272 ("LDA"); (ii) the Massachusetts Housing Finance Agency Land Use Restriction Agreement ("LURA") recorded in the Suffolk County Registry of Deeds at Book 15732, Page 064; and (iii) the Regulatory Agreement ("Agreement") recorded in the Suffolk County Registry of Deeds at Book 15732, Page 037, grants to CCBA WATERFORD PLACE, LLC, a Massachusetts limited liability company with a principal place of business at 90 Tyler Street, Boston, Suffolk County, Commonwealth of Massachusetts ("Grantee") with Quitclaim Covenants, that certain parcel of land plus improvements thereon, known as 180-192 Shawmut Avenue, Boston, Massachusetts as more particularly described as set forth in EXHIBIT A, attached hereto and made a part hereof (the "Property").

The Grantee covenants for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, as follows:

(1) The Grantee shall use the Property in conformity with the land use provisions, planning objectives, and other requirements for the Property contained in the South End Urban Renewal Plan, as the same may be from time to time amended, until the termination of said Plan ("Plan"), and until such termination, the Grantee shall not construct any building or structure on the Property, other than the Improvements (the term "Improvements" shall be as defined in the LDA).

(2) The Grantee shall give preference in the selection of tenants for dwelling units built on the Property, first, to families displaced from the Property because of clearance and redevelopment activity, and second, to other families displaced from the area covered by the Plan

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

SUFFOLK REGISTRY  
OF DEEDS

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by clearance and redevelopment activity or by other governmental activities, who desire to occupy such units and will be able to pay rents or prices equal to rents or prices charged others for similar or comparable units built as part of the Improvements on the Property and be subject to and meet all other applicable standards as described in Sections 308 of the LDA and Sections 301(a) (2) and (4) of the LDA.

(3) The Grantee, its successors and assigns shall make Twenty-Six (26) of the Forty (40) rental units available for "Affordable" housing and comply with all of the covenants described in Section 301a(4) of the LDA and EXHIBIT B attached thereto and incorporated herein by reference.

(4) Without limitation as to time, the Grantee shall not discriminate upon the basis of race, color, sex, religion or national origin in the sale, lease or rental, or in the use or occupancy of the Property or any improvements erected, or to be erected thereon, or any part thereof, or in connection with the employment or application for employment of persons for the construction of any such improvements, repairs or additions.

(5) Until the expiration of the term of the Plan, the Grantee shall, from time to time, at all reasonable hours, give to the duly authorized representatives of the United States of America, the Boston Redevelopment Authority, and the City of Boston, free and unobstructed access for inspection purposes to any and all Improvements constructed on the Property and to all open areas surrounding the same.

(6) The Grantee shall, at all times until the expiration of the term of the Plan, keep the improvements constructed on the property in good and safe condition and repair unless such improvement shall have become uninsurable, and in the occupancy, maintenance and operation of such Improvements, the Property shall comply with the terms and conditions of the Plan and all laws, ordinances, codes and regulations applicable thereto.

(7) Whenever any of the Improvements, or any part thereof, constructed on the Property have been damaged or destroyed prior to the expiration of the term of the Plan, the Grantee shall collect and apply the proceeds from any claims against insurers or others for the purpose of fully repairing or reconstructing such Improvements, as provided in Sections 704 and 705 of the LDA.

(8) Real estate taxes, payments in lieu of taxes, and other public assessments and charges shall be paid by the Grantee when due, and no encumbrance or lien not authorized by the terms of this Deed or of the LDA shall be permitted to exist.

(9) The Grantee agrees to comply with all applicable rules and orders issued by the United States Department of Housing and Urban Development which prohibit the use of lead-based paint in residential structures undergoing Federally assisted construction or rehabilitation and requiring the elimination of lead-based paint hazards.

(10) The covenants provided in this Deed shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Boston Redevelopment Authority, its successors and assigns, the City of

Boston, and in the case of the covenant provided in paragraph (4) above, the United States, both for and in its or their own right and also to protect the interest of the community and other parties, public and private, in whose favor or for whose benefit the covenants have been provided, against the Grantee, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the covenants provided in this Deed shall remain in effect for the term of the Plan, or until such date thereafter to which such term may be extended by proper amendment of the Plan. The covenant provided in paragraph (4) shall remain in effect without limitation as to time. The covenant for public and charitable purposes provided in paragraph (3) of this Deed and Section 301a(4) of the LDA shall remain in effect for a period of thirty (30) years from the date hereof.

(11) The Grantee, for itself and its successors and assigns, hereby waives all claims and right to damages, payment, or compensation, and agrees with the Boston Redevelopment Authority and its successors and assigns, to make no claim for damages by reason of the laying out of, discontinuance, change in grade, or taking by the City of Boston for streets abutting the Property, insofar as said actions are for purposes of carrying out said Urban Renewal Plan.

(12) The Certificate of Completion issued by the Boston Redevelopment Authority to the Grantor pursuant to Section 304 of the LDA shall be a conclusive determination of satisfaction and termination of the agreements and covenants contained in the LDA and in this Deed with respect to the obligations of the Grantee and its successors and assigns to construct the Improvements on the Property.

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*[Signature Page Follows]*

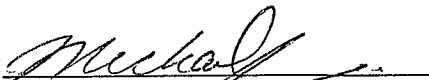
**IN WITNESS WHEREOF**, the parties have caused their signatures and seals to be placed on this instrument in three (3) counterparts by their duly authorized officers, respectively, on this 12<sup>th</sup> day of June, 2007.

*Signed, sealed and delivered  
in the presence of:*



**CCBA LIMITED PARTNERSHIP**

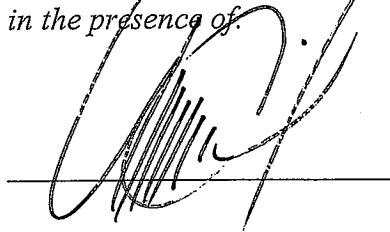
By: CCBA Realty Corporation, its General Partner

By:   
Michael Wong, President

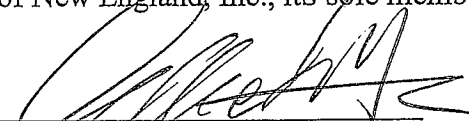
**CCBA WATERFORD PLACE, LLC**

By: Waterford Place Management, LLC,  
Its Manager

*Signed, sealed and delivered  
in the presence of:*



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

By:   
Gilbert Ho, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

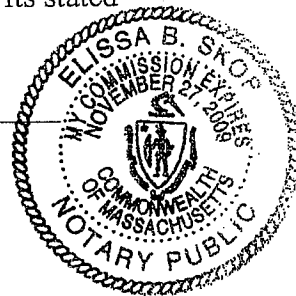
June 12 2007

On this 12<sup>th</sup> day of June, 2007, before me, the undersigned notary public, personally appeared Michael Wong, President of CCBA Limited Partnership as aforesaid, 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 President voluntarily for its stated purpose.

Elissa B. Skop

Notary Public

My commission expires: 11/27/09



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, Treasurer of CCBA Waterford Place LLC as aforesaid, 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 Treasurer voluntarily for its stated purpose.

Elissa B. Skop

Notary Public

My commission expires: 11/29/09

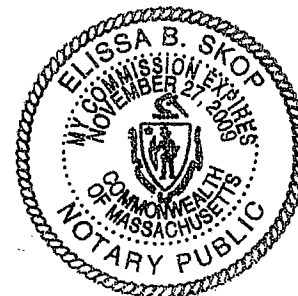


EXHIBIT A

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.

*TITLE REFERENCE:*

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*BOOK 15731, PAGE 240*