



Massachusetts Housing Finance Agency
One Beacon Street, Boston, MA 02108

Tel: 617.854.1000 | Fax: 617.854.1091
Toll: 617.854.1025 | www.masshousing.com

April 30, 2007

Mr. Michael Wong
President
CCBA Realty, Inc.
General Partner
CCBA Limited Partnership
90 Tyler Street
Boston, Massachusetts 02111

RE: Waterford Place
MHFA# 87-015

Dear Mr. Wong:

The Massachusetts Housing Finance Agency ("MassHousing" or the "Agency") has reviewed a request on behalf of CCBA Limited Partnership ("the Borrower"), owner of Waterford Place ("the Development"), that MassHousing approve the purchase by CCBA Waterford Place, LLC. The aforementioned purchase of the property is hereinafter referred to as the "Transfer." Pursuant to authority granted to the Agency's Director of Rental Management (formerly the Director of Multifamily Asset Management) by the MassHousing Board on June 13, 2000, as amended (the "Transfer Memo"), I have authorized, on behalf of the Agency, the Transfer(s), following presentation of the attached memorandum to the Agency's Loan Committee Staff Meeting on Thursday, March 29, 2007. In addition to such conditions from the Transfer Memo as may be deemed applicable by the Agency's General Counsel, this authorization is subject to the conditions listed below, which must be met prior to closing of the Transfer(s) (the "Closing").

1. If necessary, the HUD Form 2530 Previous Participation and Compliance forms shall be submitted to MassHousing and approved by HUD.
2. The Borrower shall submit for review and approval by the General Counsel any documents and opinions as are deemed necessary and appropriate relating to the transfer of ownership, including deeds, the formation documents for the new entities and other transfer documents. The Borrower shall further submit for review and approval by the General Counsel any proposed consents to be given as part of the transaction by or on behalf of the Existing Borrower, its limited partners, general partners, and any principals associated therewith.

3. The Borrower shall pay an administrative fee of \$2,000 to MassHousing prior to the closing of the Transfer.
4. The costs and expenses related to this Transfer(s) shall not be paid from the operating revenues of the Development.
5. The contemplated transfers to the LLC may only be completed in connection with the closing of the SHARP restructuring transaction.

The parties to this transaction shall execute any other documents deemed necessary by the Agency's General Counsel to effect the terms herein, and to satisfy any additional conditions deemed necessary by the Executive Director, General Counsel and/or Director of Rental Management.

The terms and conditions of this commitment shall survive and not merge into the loan documents and this commitment letter shall serve as a condition subsequent to terms contained in any of the Agency's closing documents, unless such conditions are expressly waived or modified. This commitment letter shall constitute an independent obligation of the Borrower enforceable by the Agency after the Closing. In the event of any material inconsistency or conflict between this commitment letter and the closing documents, the closing documents shall prevail. This commitment may not be assigned and shall terminate immediately upon any filing of a petition of bankruptcy or acquiescence in or failure to discharge within sixty (60) days any petition in bankruptcy brought against the Borrower or the General Partner, the appointment of a receiver or trustee of its property, the execution of an assignment for the benefit of the Borrower's or General Partner's creditors, or the entry of judgment of insolvency against the Borrower or General Partner by any court of competent jurisdiction.

In order to assure that there is a clear understanding of MassHousing closing requirements, a closing orientation meeting may be scheduled for the parties and their representatives upon the return of an executed copy of this letter to the Agency. At this meeting, mutually agreed upon target dates for submission of documents will be established with the understanding that failure to meet them may result in the cancellation of this commitment.

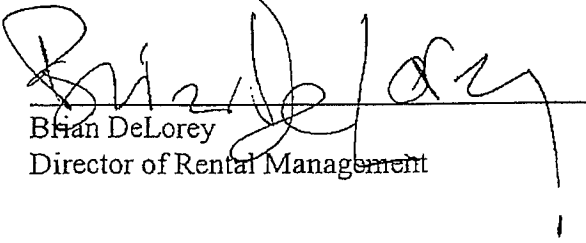
All conditions imposed hereby shall be for the benefit of the Agency and may be waived in whole or in part by the Agency at any time if, in its sole discretion, the Agency deems it advisable to do so. No change, modification or amendment to this commitment or waiver of its conditions shall be binding upon the Agency unless duly authorized in writing and then only for the specific instance involved.

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The approval is valid only if signed and returned to MassHousing within 10 days of receipt.

MASSACHUSETTS HOUSING FINANCE AGENCY

BY:



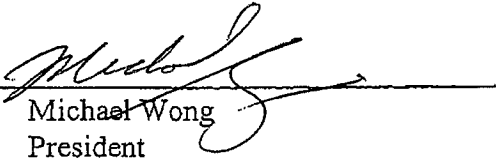
Brian DeLorey

ITS: Director of Rental Management

ACCEPTED:

CCBA LIMITED PARTNERSHIP

By:



Michael Wong

President

CCBA Realty, Inc.

General Partner



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MEMORANDUM

TO: Brian DeLorey, Director of Rental Management

FROM: Thomas F. Wolf, Portfolio Manager
Kathleen Lynch, Senior Asset Manager

DATE: April 26, 2007

RE: Transfer of Waterford Place

**DEVELOPMENT
NAME:** Waterford Place, MHFA# 87-015

**EXISTING BORROWER/
PARTNERSHIP:** CCBA Limited Partnership

**CURRENT GENERAL
PARTNER:** CCBA Realty Corporation (1.0%)
A subsidiary of CCBA of New England
Michael Wong, President

**CURRENT SPECIAL
LIMITED PARTNERS:** CCBA Benevolent Association of N.E. (0.1%)
Community Investment, Inc. (0.1%)

**CURRENT LIMITED
PARTNERS:** FannieMae (39.4%)
Bank of America (formerly BayBank Boston) (19.8%)
Mellon Financial (formerly Boston Safe Deposit and Trust) (19.8%)
State Street Bank and Trust Company (19.8%)

**PROPOSED NEW
BORROWER/OWNER:** CCBA Waterford Place, LLC

**SOLE MEMBER OF
THE NEW BORROWER:** CCBA Benevolent Association of N.E.

**SOLE MANAGER OF
THE NEW BORROWER:** Waterford Place Management, LLC

**MANAGEMENT
COMPANY:** Winn Residential

RECOMMENDATION: Approve the purchase by CCBA Waterford Place, LLC of the Development from the existing Borrower.

Waterford Place (the "Development") is an existing 40-unit development located in the South End of Boston, Massachusetts. MassHousing made a construction and first mortgage loan to the Partnership in 1989 relating to the Development. The Development also received financial assistance from the Department of Housing and Community Development (DHCD) pursuant to the State Housing Assistance for Rental Production (SHARP) program in the aforementioned year. Long before the SHARP subsidy ended in 2004, and Development began to suffer recurring operating losses and in 1995 the Partnership entered into an Operating Deficit Loan Memorandum of Understanding (Restructuring Agreement).

Pursuant to the authority granted to the Director of Rental Management, Staff has been working with the Partnership to complete a SHARP restructuring transaction, which would include the issuance of a new 30-year mortgage that would assure that the development would be able to satisfy its debt service obligations and that would extend the affordability period until 2036.

In connection with the restructuring transaction, staff has been advised that notice has been given pursuant to the Right of Refusal Agreement dated May 30 1991, (the "Right of Refusal") between CCBA Limited Partnership and The Chinese Consolidated Benevolent Association (CCBA) of New England that the Partnership intends to sell the Property or market the Property for sale. According to the Agreement, CCBA of New England, acting through wholly owned CCBA Waterford Place, LLC, has the right to purchase the property within sixty (60) days for a total consideration that would be equivalent to the appraised value of the property less the outstanding debt. CCBA of New England voted on March 14, 2007 to acquire the Development and provided the required \$10,000 earnest money deposit.

The purchase of the Development by the New Owner will enable the CCBA of New England to own and control the interests in the Development, which it does not now own, or control (i.e., the interests of the Limited Partners). This will clear the way for CCBA, and their consultant, Sharon Lowenthal, to complete the restructuring of the first mortgage debt with MassHousing. This mortgage restructuring should address both the physical and financial problems being faced by the Development.

Staff has concluded that the purchase by CCBA Waterford Place, LLC of the Development will not adversely affect MassHousing's security. Based on the foregoing and subject to presentation at the Loan Committee Meeting today, I am recommending your approval of this request, as set

forth below, pursuant to the authority delegated by MassHousing Members to the Director of Rental Management on June 13, 2000, as amended.

APPROVED:

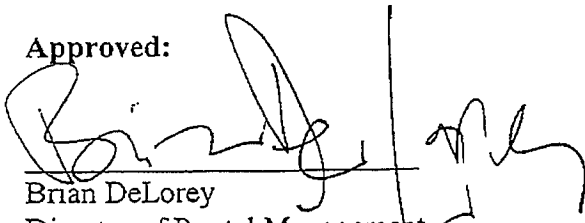
MassHousing approves the purchase by CCBA Waterford Place, LLC of the Development subject to (1) any and all conditions previously approved by the MassHousing Board of Directors for the Transfer of Ownership and Additions/Withdrawals of General Partners/Managers/Managing Members as determined by the MassHousing Director of Rental Management; and (2) the Conditions listed below.

CONDITIONS:

1. If necessary, the HUD Form 2530 Previous Participation and Compliance forms shall be submitted to MassHousing and approved by HUD.
2. The Partnership shall submit for review and approval by the General Counsel such documents and opinions as are deemed necessary and appropriate relating to the withdrawal and transfer of interests, including proposed amendments to the partnership agreement of the Partnership or to any corporate documents of the General Partners. The Partnership shall further submit for review and approval by MassHousing's General Counsel any proposed consents to be given as part of the transaction by or on behalf of the Partnership, its limited partners, general partners, and any principals associated therewith.
3. The contemplated transfer to the new owner may only be completed in connection with the closing of the aforementioned SHARP restructuring transaction.
4. The Owner shall pay an administrative fee of \$2,000 to MassHousing prior to the closing of the Transfer.

Presented to Loan Committee on April 26, 2007.

Approved:



Brian DeLorey
Director of Rental Management