

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 20-0450-H

ANTHONY and MARGARET OATES, URSULA)
HUMES, NARDELLA THOMAS, MAUREEN)
and ROBERT CORMIER, CHERYL and)
DANTE ORTIZ, LARRY and MARLENE)
MEILLEUR, FRANCIS and DEBRA DESIMONE,)
RONALD and CHRISTINE DOLAT, CARLOS)
PERDOMO and ROSA OCHOA, and CHERYL)
and PETER L’ECUYER, with the individuals suing)
on behalf of themselves and those similarly)
situated,)

Plaintiffs,)

v.)

BLUEHUB CAPITAL, INC. (formerly known as)
Boston Community Capital, Inc.), AURA)
MORTGAGE ADVISORS, LLC, and NSP)
RESIDENTIAL, LLC,)

Defendants.)

**DEFENDANTS’ AMENDED ANSWER TO FIRST AMENDED COMPLAINT,
AFFIRMATIVE DEFENSES, COUNTERCLAIM FOR DECLARATORY JUDGMENT,
AND JURY DEMAND**

Defendants BlueHub Capital, Inc. (formerly known as Boston Community Capital, Inc.) (“BlueHub”), Aura Mortgage Advisors, LLC (“Aura”), and NSP Residential, LLC (“NSP”) (collectively, “Defendants”) hereby submit this Amended Answer, Affirmative Defenses, Counterclaim for Declaratory Judgment, and Jury Demand in response to the First Amended Complaint (“FAC”).

1. Defendants deny the allegations in paragraph 1 of the FAC.
2. Defendants deny the allegations in paragraph 2 of the FAC.

PARTIES

3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.
11. Admitted.
12. Admitted.

13. With regard to the first two sentences of paragraph 13, Defendants admit that BlueHub was formed in 1994 as a Massachusetts charitable corporation pursuant to G.L. c. 180, and that its principal place of business is located at 10 Malcom X Boulevard, Boston, Massachusetts, and further state BlueHub is an affiliate of an entity originally formed in 1985. With regard to the third sentence of paragraph 13, Defendants deny that BlueHub describes itself as a “holding company entity,” admit that BlueHub provides strategic management and direction for certain of its affiliates, including Aura and NSP, and Defendants otherwise deny the allegations set forth in paragraph 13 of the FAC.

14. Defendants admit the allegations set forth in the first sentence of paragraph 14 of the FAC. With regard to the second sentence of paragraph 14, Defendants admit that Aura was formed in 2006 and otherwise deny the allegations set forth in that sentence. With regard to the third sentence of paragraph 14, Defendants admit that Aura is a licensed mortgage broker and

lender. With regard to the allegations set forth in the final sentence of paragraph 14, Defendants admit that Aura provided first mortgage financing to the Named Plaintiffs and otherwise deny the allegations set forth in that sentence.

15. With regard to the first sentence of paragraph 15 of the FAC, Defendants admit that NSP is a Massachusetts limited liability company organized in 2008, with a principal place of business at 10 Malcolm X Boulevard, Boston, Massachusetts, and that NSP took title to properties formerly owned by the Named Plaintiffs and sold those properties back to the Named Plaintiffs, and that the Named Plaintiffs financed the repurchase of the properties with first mortgage financing from Aura, and otherwise deny the allegations set forth in that sentence. With regard to the second sentence of paragraph 15, Defendants admit that NSP is a licensed real estate broker, that it purchased and then resold homes to the Named Plaintiffs, and that the Named Plaintiffs granted NSP shared appreciation mortgages and notes, and Defendants otherwise deny the allegations set forth in that sentence. With regard to the final sentence of paragraph 15, the Defendants state that NSP's Certificate of Organization and BlueHub's Articles of Organization speak for themselves, and Defendants otherwise deny the allegations set forth in that sentence.

16. Defendants admit that Aura and NSP are affiliates of BlueHub, in that BlueHub is the sole member of NSP, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 16 of the FAC. Defendants admit that Aura and NSP implement the Stabilizing Urban Neighborhoods Initiative (which is referenced herein as the "SUN Program"), and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 16. No response is required to the third sentence of paragraph 16, and if a response is required, Defendants deny the allegations set forth in that sentence.

STATEMENT OF FACTS

17. Denied. Further answering, Defendants deny that the Named Plaintiffs are similarly situated to each other or others or that they have been harmed by their participation in the SUN Program; and Defendants deny that class treatment of Named Plaintiffs or other participants in the SUN Program would be appropriate.

18. Defendants admit that BlueHub is a not-for-profit entity that is tax exempt (pursuant to § 501(c)(3)), and Defendants otherwise deny the allegations set forth in paragraph 18 of the FAC.

19. Defendants state that BlueHub's Articles of Organization speak for themselves and otherwise deny the allegations set forth in paragraph 19 of the FAC.

20. Defendants state that the public marketing materials for the SUN Program speak for themselves and otherwise deny the allegations set forth in paragraph 20 of the FAC.

21. Defendants admit the allegations set forth in the first sentence of paragraph 21 of the FAC. With regard to the allegations set forth in the second and third sentences of paragraph 21, Defendants state that the rules governing CDFI institutions speak for themselves, and Defendants otherwise deny the allegations set forth in those sentences.

22. Defendants admit that they have relationships with non-profit groups serving low-income communities, and that upon information and belief homeowners learn of the SUN Program from various sources (including advertisements and referrals) and Defendants otherwise deny the remaining allegations set forth in the first sentence in paragraph 22 of the FAC. With regard to the second sentence of paragraph 22: Defendants admit that Ms. Cherry was active in Martha Coakley's campaign for Attorney General; Defendants admit that the Massachusetts Attorney General's Office has referred homeowners facing foreclosure to the SUN Program; and

Defendants otherwise deny the remaining allegations set forth in the second sentence of paragraph 22 of the FAC.

23. Defendants deny the allegations set forth in paragraph 23 of the FAC. Further answering, Defendants deny that they have engaged in any wrongdoing.

24. Defendants admit that NSP and Aura, through the SUN Program, represent that they are not-for-profit entities and otherwise deny the allegations set forth in the first sentence of paragraph 24 of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 24 of the FAC. Defendants deny the allegations set forth in the third sentence of paragraph 24 of the FAC which, in part, are conclusions of law.

25. Defendants admit that, as part of the SUN Program, NSP acquires a home at a distressed market value and, thereafter, sells it back to the homeowner, and Defendants otherwise deny the allegations set forth in the initial sentence/clause of paragraph 25 of the FAC.

a. Defendants admit that when a homeowner contacts the SUN Program, representatives of NSP and Aura, who are employed by BlueHub, provide information about the program and written materials speak for themselves, and otherwise deny the remaining allegations set forth in the first sentence of paragraph 25.a of the FAC. With regard to the second sentence of paragraph 25.a: Defendants lack knowledge or information regarding what is known to the Named Plaintiffs; Defendants admit that frequently the SUN program is the only option known to Defendants by which homeowners in default on their prior mortgages (which debts exceed the value of the home) may decrease their overall debt and remain in their homes as homeowners; and Defendants otherwise deny the allegations set forth in paragraph 25.a of the FAC.

b. Defendants deny that applicants submit applications to BlueHub, admit that applicants submit loan applications to Aura and execute purchase and sale agreements with NSP that are sometimes accompanied by an earnest money deposit of \$5,000 that is applied to closing costs or returned, and otherwise deny the allegations set forth in the first sentence of 25.b of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 25.b of the FAC.

c. Defendants admit that NSP and/or Aura obtains an appraisal of the home and that the process from application through closing can take several months or longer, and otherwise deny the allegations set forth in paragraph 25.c of the FAC.

d. Defendants admit that NSP negotiates a purchase price with the homeowner's prior lender, and communicates with the homeowner about said negotiations, and Defendants otherwise deny the allegations set forth in paragraph 25.d of the FAC.

e. Defendants admit that NSP negotiates with prior lenders in order to obtain the prior lender's discharge of the existing debt for payment of less than the amount of the debt; Defendants admit that NSP sells the home back to the homeowner for an amount that Aura has determined through underwriting that the homeowner can afford to pay; Defendants admit that, upon information and belief, Named Plaintiffs' prior lenders would not undertake similar negotiations directly with Named Plaintiffs themselves; and with regard to the remaining allegation set forth in paragraph 25.e, Defendants lack knowledge or information of the allegations sufficient to admit or deny them and, therefore, they deny the same.

26. Defendants admit that, through the SUN Program, NSP purchases homes and resells them to homeowners, often on the same day, and the price of resale is less than the amount the homeowner previously owed to the prior lender even including a 25 percent markup, and Defendants otherwise deny the remaining allegations set forth in the first sentence of paragraph 26 of the FAC. With regard to the second sentence of paragraph 26, Defendants state that the Truth-In-Lending Disclosure Statement and other related disclosures issued by Aura speak for themselves, Defendants state that homeowners grant NSP a shared appreciation mortgage and note as part of the resale transaction, and Defendants otherwise deny the remaining allegations set forth in the second sentence of paragraph 26.

27. Defendants deny the allegations set forth in the first sentence of paragraph 27 of the FAC, except that they admit that NSP purchases and then resells homes to homeowners participating in the SUN Program. Defendants deny the allegations set forth in the second sentence of paragraph 27 of the FAC, except that they admit that Aura issues first mortgages to homeowners participating in the SUN Program. Defendants deny the allegations set forth in the third sentence of paragraph 27 of the FAC, except that they admit that homeowners grant NSP a shared appreciation mortgage and note as part of the resale transaction.

28. Denied.

29. Denied.

30. Denied.

31. Defendants state that the terms of the Aura notes and mortgages and the NSP notes and mortgages speak for themselves and Defendants otherwise deny the allegations set forth in paragraph 31 of the FAC.

32. Defendants state that the terms of the Aura notes and mortgages and the NSP notes and mortgages speak for themselves and Defendants otherwise deny the allegations set forth in paragraph 32 of the FAC.

33. Defendants admit that the Aura notes and mortgages are compliant documents that speak for themselves, deny that the interest rates charged are “well above market,” and otherwise deny the allegations set forth in paragraph 33 of the FAC.

34. Defendants admit that the NSP notes and second mortgages call for shared appreciation and that they speak for themselves, and otherwise deny the allegations set forth in paragraph 34 of the FAC.

35. Defendants state that the federally-required disclosure documents for the Aura loans speak for themselves and otherwise deny the remaining allegations set forth in paragraph 35 of the FAC.

36. Denied.

37. Defendants admit that the shared appreciation mortgage the Named Plaintiffs granted to NSP is recorded as a second mortgage on their properties and deny the remaining allegations set forth in the first sentence of paragraph 37 of the FAC. Defendants state that the Truth-in-Lending/Closing Disclosures, Good Faith Estimate/Loan Estimate, and settlement statement (HUD-1) disclosures, and deeds transferring title from NSP to homeowners speak for themselves and otherwise deny the allegations set forth in the second sentence of paragraph 37. Defendants deny the allegations set forth in the third sentence of paragraph 37.

38. Defendants state that the documents signed by Named Plaintiffs at closing speak for themselves and otherwise deny the allegations set forth in paragraph 38 of the FAC.

39. Defendants are without knowledge or information sufficient to admit or deny the first sentence of paragraph 39 of the FAC. Defendants state that the documents presented to and signed or initialed by Cheryl and Dante Ortiz at closing speak for themselves and otherwise deny the allegations set forth in the second and third sentences of paragraph 39.

40. Defendants state that the terms of the shared appreciation notes, including confidentiality provisions, speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 40 of the FAC.

41. Defendants state that the terms of the shared appreciation notes and mortgages, including confidentiality provisions, speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 41 of the FAC.

42. Defendants state that the confidentiality provisions in the shared appreciation notes with the Named Plaintiffs speak for themselves, the shared appreciation mortgage securing each note is recorded at the relevant registry of deeds, and Defendants otherwise deny the allegations set forth in paragraph 42 of the FAC.

43. Defendants deny the allegations set forth in paragraph 43 of the FAC.

44. The allegations set forth in the first sentence of paragraph 44 of the FAC are not allegations of fact and, therefore, no response is required, but nevertheless, Defendants deny those allegations. With regard to the allegations set forth in the second sentence of paragraph 44, Defendants admit that many of the purchase transactions NSP has completed in connection with the SUN Program have involved purchasing properties from homeowners for less than the amount those homeowners owed to prior lenders upon agreement by the prior lenders to discharge all prior debts of the homeowners and liens on the property, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 44.

45. With regard to the allegations set forth in the first sentence of paragraph 45 of the FAC, Defendants state that they lack knowledge or information sufficient to admit or deny allegations about what policies third parties adopt, Defendants admit that in Massachusetts and certain other states, lenders are prohibited from requiring or enforcing “arms-length affidavits,” e.g., G.L. c. 244, § 35C(h), and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 45. The allegations set forth in the second sentence of paragraph 45 consist of conclusions, opinions, or legal argument and, therefore, no response is required; to the extent that a response is required, Defendants deny the allegations set forth in the second sentence of paragraph 45.

46. Defendants state that the allegations set forth in paragraph 46 of the FAC consist of legal conclusions to which no response is required, Defendants admit that BlueHub advocated for passage of M.G.L. c. 244, § 35C(h), and Defendants otherwise deny the allegations set forth in paragraph 46.

47. Defendants state that they lack knowledge or information regarding what Named Plaintiffs “do not know,” state that the deeds from NSP to homeowners and the Aura and NSP mortgages are recorded on the public records, and otherwise deny the allegations set forth in the first sentence of paragraph 47 of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 47.

48. Defendants state that the allegations set forth in paragraph 48 of the FAC consist of legal conclusions and argument, to which no response is required; to the extent that a response is required, Defendants deny the allegations set forth in paragraph 48.

49. Defendants deny the allegations set forth in the first sentence of paragraph 49 of the FAC.

a. Defendants state that the individual calculations for baseline valuation set forth in the individualized shared appreciation notes speak for themselves and otherwise deny the allegations set forth in paragraph 49.a of the FAC.

b. Denied.

c. Denied.

d. Defendants state that the “Shared Appreciation Mortgage Disclosure Statement” in use prior to April 2013 speaks for itself and Defendants otherwise deny the allegations set forth in paragraph 49.d of the FAC.

e. Defendants state that the “Shared Appreciation Mortgage Disclosure Statement” in use prior to April 2013 speaks for itself and Defendants otherwise deny the allegations set forth in paragraph 49.e of the FAC.

f. Defendants state that the closing documents, including the shared appreciation notes, speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 49.f of the FAC.

g. Defendants state that the transactional documents signed by Named Plaintiffs identified in paragraph 49.g of the FAC speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 49.g.

h. Defendants deny the allegations set forth in the first sentence of paragraph 49.h of the FAC. Defendants lack knowledge or information regarding whether Ms. Ortiz has “her full file,” Defendants state that the terms of the shared appreciation note related to the “Lender’s Share” speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 49.h. Defendants deny the allegations set forth in the third sentence of paragraph 49.h.

i. Denied.

j. Defendants state that the shared appreciation disclosure statements used for the time period starting in April 2013 and forward speak for themselves, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 49.j of the FAC. Defendants state that the terms of shared appreciation notes in the period starting in April 2013 and thereafter speak for themselves and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 49.j. Defendants deny the allegations set forth in the third sentence of paragraph 49.j.

k. Denied.

50. Denied.

51. Defendants state that the transaction documents speak for themselves and Defendants otherwise deny the allegations set forth in paragraph 51 of the FAC.

52. Denied.

53. The allegations set forth in the first sentence of paragraph 53 of the FAC are descriptive and do not involve allegations of fact and therefore no response is required. Defendants lack knowledge regarding statements by individuals to Plaintiffs' counsel and, therefore, no response is required to the allegations set forth in the second sentence of paragraph 53. The allegations set forth in the third sentence of paragraph 53 are descriptive and do not involve allegations of fact; to the extent a response is required, Defendants deny the allegations set forth in the third sentence of paragraph 53.

54. Denied.

55. Denied.

56. With regard to the first sentence of paragraph 56 of the FAC, Defendants lack knowledge or information sufficient to admit or deny the allegation that individuals who entered the SUN Program have seen appreciation on their homes, collectively, of approximately \$100 million, from the time of their individual entry into the SUN Program to date. With regard to the second sentence of paragraph 56, Defendants state that the terms of the purchase and sales transactions between NSP and homeowners speak for themselves, the terms of the Aura notes and mortgages with homeowners speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 56. With regard to the third sentence of paragraph 56, Defendants admit that each homeowner's individual transactional documents speak for themselves, and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 56.

57. Defendants admit that Aura's underwriting criteria seeks to ensure that participants in the SUN Program can afford to make the monthly payments on their Aura mortgages, and Defendants otherwise deny the allegations set forth in paragraph 57 of the FAC.

58. Defendants deny the allegations set forth in the first sentence of paragraph 58 of the FAC. With regard to the second and third sentences of paragraph 58, Defendants state that the facts of the cited McKnight case speak for themselves and otherwise deny the allegations set forth in the second and third sentences of paragraph 58.

59. Defendants state that BlueHub's financial statements speak for themselves and otherwise deny the allegations set forth in paragraph 59 of the FAC.

60. With regard to the allegations set forth in the first sentence of paragraph 60 of the FAC, Defendants admit that Aura's underwriting criteria seeks to ensure that participants in the SUN Program can afford to make the monthly payments on their Aura mortgages, and that

participants in the SUN Program borrow less than they previously owed to prior lenders, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 60.

Defendants deny the allegations set forth in the second sentence of paragraph 60.

61. Defendants admit that many participants in the SUN Program, including all of the Named Plaintiffs, were “under water” at the time they entered the program, meaning they owed more money on their homes than the properties were worth, Defendants state that the transactional documents between homeowners and NSP and Aura speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 61 of the FAC.

62. Defendants admit that NSP and Aura intended to and believe they have made full and fair disclosures regarding transactions with participants in the SUN Program, and Defendants otherwise deny the allegations set forth in paragraph 62 of the FAC.

63. Defendants deny the allegations set forth in the first sentence of paragraph 63 of the FAC. With regard to the second sentence of paragraph 63, Defendants lack knowledge or information sufficient to admit or deny what is “known” to the Named Plaintiffs, state that some participants in the SUN Program have been represented by counsel during various interactions with NSP and Aura, and Defendants lack knowledge or information as to which participants in the SUN Program brought counsel to closings.

64. With regard to the first sentence set forth in paragraph 64 of the FAC, Defendants lack knowledge or information of oral communications with particular homeowners sufficient to admit or deny the allegations related to conversations about refinancing and therefore deny the same, Defendants state that the closing documents speak for themselves, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 64. With regard to the second sentence set forth in paragraph 64, Defendants state that the “public relations materials”

speaking for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 64. Defendants deny the allegations set forth in the third sentence of paragraph 64.

65. The first sentence set forth in paragraph 65 of the FAC consists of conclusions and speculation, rather than factual allegations, and therefore Defendants deny the allegations set forth in the first sentence of paragraph 65. The second sentence set forth in paragraph 65 consists of conclusions and speculation, rather than factual allegations, and therefore Defendants deny the allegations set forth in the second sentence of paragraph 65. With regard to the third sentence of paragraph 65, Defendants state that the terms of the shared appreciation mortgages and notes speak for themselves and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 65. With regard to the fourth sentence of paragraph 65, Defendants state that the terms of the Aura mortgages and notes speak for themselves, and Defendants otherwise deny the allegations set forth in the fourth sentence of paragraph 65. Defendants deny the allegations set forth in the fifth sentence of paragraph 65.

66. With regard to the first sentence set forth in paragraph 66 of the FAC, Defendants state that the disclosures related to the Aura mortgages and notes and the shared appreciation mortgages and notes speak for themselves, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 66. With regard to the second sentence set forth in paragraph 66, Defendants deny that disclosures made at closing are “misleading and deceptive,” Defendants state that the disclosures at closing speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 66.

67. Defendants state that the advertising and public relations materials speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 67 of the FAC.

68. Defendants state that the Truth-In-Lending Disclosure Statement and Good Faith Estimate or successor documents speak for themselves, and otherwise deny the allegations set forth in paragraph 68 of the FAC.

69. Defendants state that the shared appreciation note speaks for itself, and Defendants otherwise deny the allegations set forth in paragraph 69 of the FAC.

70. Defendants state that the shared appreciation mortgages and notes speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 70 of the FAC.

71. No response is required to the initial clauses of paragraph 71 of the FAC as they consist of conclusions of law, and to the extent that a response is required, Defendants deny those allegations;

a. Defendants state that the disclosures made with regard to shared appreciation and the shared appreciation mortgages and notes speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 71.a of the FAC;

b. Defendants state that the disclosures made with regard to the Aura mortgages and notes speak for themselves, Defendants admit that the Aura disclosures related to the Aura mortgages and notes do not address the shared appreciation terms, mortgages, and notes with NSP, and Defendants otherwise deny the allegations set forth in paragraph 71.b of the FAC;

c. Defendants state that the shared appreciation disclosures speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 71.c of the FAC;

d. Defendants state that the shared appreciation note speaks for itself, and Defendants otherwise deny the allegations set forth in paragraph 71.d of the FAC.

72. Defendants state that the documents provided before and at closing speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 72 of the FAC.

73. Defendants deny the allegations set forth in paragraph 73 of the FAC.

74. Defendants admit that neither Aura nor NSP made usury disclosures to the Attorney General's Office with regard to SUN Program transactions, state that no response is required to the allegations set forth in paragraph 74 of the FAC, as they constitute conclusions of law, and Defendants otherwise deny the allegations set forth in paragraph 74.

75. Defendants admit that NSP does not send interest disclosures related to shared appreciation payments, but Defendants deny any "interest" has been "paid BCC through shared appreciation," and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 75 of the FAC. The allegations set forth in the second sentence of paragraph 75 consist of conclusions of law to which no response is required, and to the extent a response is required, Defendants deny the allegations set forth in the second sentence of paragraph 75.

76. The allegations set forth in paragraph 76 of the FAC consist of conclusions of law to which no response is required, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 76.

77. Defendants admit the allegations set forth in the first sentence of paragraph 77 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second sentence of paragraph 77.

78. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 78 of the FAC.

79. Defendants admit the allegations set forth in the first sentence of paragraph 79 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second sentence of paragraph 79.

80. Admitted.

81. Defendants admit that on May 3, 2012, NSP sold the property to the Oates, Defendants state that the transaction documents between NSP and the Oates and Aura and the Oates speak for themselves, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 81 of the FAC. Defendants state that the purchase and sale transactions speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 81. Defendants deny the allegations set forth in the third sentence of paragraph 81.

82. Defendants state that the purchase and sale transaction between the Oates and NSP, and the financing transaction between the Oates and Aura speak for themselves, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 82 of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 82. Defendants state that the purchase and sale transaction between the Oates and NSP, and the financing transaction between the Oates and Aura speak for themselves, and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 82. Defendants state that individual transactions speak for themselves, and Defendants otherwise deny the allegations set forth in the fourth sentence of paragraph 82.

83. Defendants lack knowledge or information regarding where the closing for the Oates transaction occurred, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 83 of the FAC. Defendants state that the documents signed at the closing

speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 83.

84. Defendants state that the documents signed by the Oates at closing speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 84 of the FAC.

85. Defendants state that the documents signed by the Oates at closing speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 85 of the FAC.

86. Defendants deny the allegations set forth in paragraph 86 of the FAC.

87. Defendants state that the documents signed by the Oates at closing speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 87 of the FAC.

88. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the first sentence of paragraph 88 of the FAC, and therefore, deny the same. Defendants deny the allegations set forth in the second sentence of paragraph 88. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the third sentence of paragraph 88 of the FAC, and therefore, deny the same.

89. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the first sentence of paragraph 89 of the FAC, and therefore, deny the same. Defendants admit that NSP issued a payoff statement for the Oates' shared appreciation mortgage and note in 2018, which speaks for itself, and otherwise deny the allegations set forth in the second sentence of paragraph 89. Defendants deny the allegations set forth in the third sentence of paragraph 89. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the fourth sentence of paragraph 89, and therefore, deny the same. Defendants deny the allegations set forth in the fifth sentence of paragraph 89. Defendants state that the terms of the Oates shared appreciation mortgages and notes and any 2018 shared

appreciation mortgages and notes speak for themselves, and Defendants otherwise deny the allegations set forth in the sixth sentence of paragraph 89.

90. Defendants admit that the Oates remain obligated to pay the Aura mortgage and note, as well as the shared appreciation mortgage and note, and Defendants otherwise deny the allegations set forth in paragraph 90 of the FAC.

91. Defendants admit the allegations set forth in the first and second sentences of paragraph 91 of the FAC. Defendants state that records related to Ms. Humes' later refinancing speak for themselves, and Defendants otherwise lack knowledge or information sufficient to admit or deny the allegations set forth in the third sentence of paragraph 91.

92. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 92 of the FAC.

93. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 93 of the FAC.

94. Defendants admit that Wells Fargo (or an affiliate) foreclosed on Ms. Humes' home, and Defendants otherwise lack knowledge or information sufficient to admit or deny the remaining allegations set forth in the first sentence of paragraph 94 of the FAC, and therefore, deny the same. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second sentence of paragraph 94.

95. Defendants admit that representatives of the SUN Program generally tell applicants that NSP purchases the home and sells it back to the homeowner, and Defendants otherwise lack knowledge or information sufficient to admit or deny the remaining allegations set forth in the first sentence of paragraph 95 of the FAC, and therefore, deny the same. Defendants admit that Ms. Humes paid a \$5,000 earnest money deposit before closing, and

Defendants otherwise deny the allegations set forth in the second sentence of paragraph 95 of the FAC.

96. Defendants state that the pre-closing appraisal done on the home previously owned by Ms. Humes speaks for itself, and Defendants otherwise deny the allegations set forth in paragraph 96 of the FAC.

97. Defendants admit the allegations set forth in the first sentence of paragraph 97 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second and third sentences of paragraph 97, and therefore, deny the same.

98. Defendants state that the documents signed at the closing with Ms. Humes speak for themselves, and Defendants otherwise deny the allegations set forth in the first and second sentences of paragraph 98 of the FAC. Defendants deny the allegations set forth in the third sentence of paragraph 98. Defendants state that the loan documents from Aura speak for themselves, and Defendants otherwise deny the allegations set forth in the fourth sentence of paragraph 98. Defendants state that the terms of the shared appreciation note speak for themselves, and Defendants lack knowledge or information sufficient to admit or deny the remaining allegations set forth in the fifth sentence of paragraph 98, and therefore, deny the same.

99. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the first and second sentences of paragraph 99 of the FAC, and therefore, deny the same. Defendants state that Ms. Humes had already lost title to her home prior to the closing, and Defendants otherwise lack knowledge or information sufficient to admit or deny the remaining allegations set forth in the third sentence of paragraph 99, and therefore, deny the same. Defendants admit that Ms. Humes signed documents at the closing, and Defendants

otherwise lack knowledge or information sufficient to admit or deny the remaining allegations set forth in the fourth sentence of paragraph 99, and therefore, deny the same.

100. Defendants state that documents provided at closings with Annie McKnight, Ms. Humes, or other Named Plaintiffs speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 100 of the FAC.

101. Defendants state that the documents provided and signed at closing speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 101 of the FAC.

102. Defendants lack knowledge or information sufficient to admit or deny allegations related to Ms. Humes' memory, Defendants lack knowledge or information sufficient to admit or deny allegations about the file sent at some point in time to Ms. Humes, Defendants admit that Ms. Humes signed documents at the closing, and Defendants otherwise deny the allegations set forth in paragraph 102 of the FAC.

103. Defendants state that the purchase and sales documents referenced in paragraph 103 of the FAC speak for themselves, Defendants lack knowledge or information sufficient to admit or deny allegations regarding what Ms. Humes "understood," and Defendants otherwise deny the allegations set forth in paragraph 103.

104. Denied.

105. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 105 of the FAC, and therefore, deny the same.

106. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 106 of the FAC.

107. Defendants admit that Aura has a first mortgage on Ms. Humes' property and NSP has a second shared appreciation mortgage on the property, Defendants lack knowledge or information sufficient to admit or deny allegations regarding Ms. Humes' communications with third parties, and Defendants otherwise deny the allegations set forth in paragraph 107 of the FAC.

108. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the first and second sentences of paragraph 108 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations related to Ms. Humes' health or current income, and otherwise deny the allegations set forth in the third sentence of paragraph 108. With regard to the fourth sentence of paragraph 108, Defendants state that the terms of the Aura mortgage and note and the NSP mortgage and shared appreciation note speak for themselves, and Defendants otherwise deny the allegations set forth in the fourth sentence of paragraph 108.

109. Defendants admit that Ms. Thomas purchased her home at 711 School Street in Webster, Massachusetts, on July 27, 2005, and lack knowledge or information sufficient to admit or deny the remaining allegations set forth in the first sentence of paragraph 109 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second sentence of paragraph 109.

110. Defendants admit the allegations set forth in the first sentence of paragraph 110 of the FAC. Defendants admit that HSBC foreclosed on Ms. Thomas' property in 2010, and Defendants lack knowledge or information sufficient to admit or deny the remaining allegations set forth in the second sentence of paragraph 110. Defendants state that the foreclosure auction

records speak for themselves, and Defendants otherwise lack knowledge or information sufficient to admit or deny the allegations set forth in the third sentence of paragraph 110.

111. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the first and second sentences of paragraph 111 of the FAC. Defendants state that the television feature program speaks for itself, and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 111.

112. Defendants admit that Ms. Thomas reached out to the SUN Program in 2011, and Defendants otherwise lack knowledge or information sufficient to admit or deny the allegations set forth in the first sentence of paragraph 112 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second sentence of paragraph 112, and therefore, deny the same.

113. Defendants state that the documents signed by Ms. Thomas in November 2011 speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 113 of the FAC.

114. Defendants state that any appraisal of the home speaks for itself, and Defendants otherwise deny the allegations set forth in paragraph 114 of the FAC.

115. Defendants state the documents signed by Ms. Thomas speak for themselves, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 115 of the FAC. Defendants state that the documents executed by Ms. Thomas or HSBC speak for themselves, and that Defendants otherwise lack knowledge or information sufficient to admit or deny the remaining allegations set forth in the second sentence of paragraph 115, and therefore, deny the same. Defendants state that the documents signed by Ms. Thomas speak for

themselves, and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 115.

116. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the first sentence of paragraph 116 of the FAC, and therefore, deny the same. Defendants lack knowledge or information sufficient to admit or deny allegations regarding Ms. Thomas' memory, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 116.

117. Defendants admit the allegations set forth in the first sentence of paragraph 117 of the FAC. Defendants state that the documents signed by Ms. Thomas at the closing speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 117. Defendants admit that Ms. Dorr attended the closing, and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 117. Defendants admit that Ms. Dorr is an attorney, and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 117. Defendants deny the allegations set forth in the fourth and fifth sentences of paragraph 117.

118. Defendants lack knowledge or information sufficient to admit or deny allegations regarding Ms. Thomas' memory, and therefore, Defendants deny the allegations set forth in the first sentence of paragraph 118 of the FAC. Defendants state that the Truth-In-Lending Disclosure Statement and other documents present at the closing speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 118.

119. Defendants deny the allegations set forth in paragraph 119 of the FAC.

120. Defendants deny the allegations set forth in paragraph 120 of the FAC.

121. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 121 of the FAC, and therefore, deny the same.

122. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 122 of the FAC, and therefore, deny the same.

123. Defendants admit that there is a mortgage to NSP recorded on Ms. Thomas' property, and Defendants otherwise deny the allegations set forth in paragraph 123 of the FAC.

124. Defendants state that the second shared appreciation mortgage on Ms. Thomas' property, the shared appreciation note, and the shared appreciation pay-off calculation speak for themselves, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 124 of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 124. Defendants lack knowledge or information sufficient to admit or deny allegations about Named Plaintiffs' knowledge, and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 124.

125. Defendants deny the allegations set forth in paragraph 125 of the FAC.

126. Defendants deny the allegations set forth in paragraph 126 of the FAC.

127. Defendants deny the allegations set forth in paragraph 127 of the FAC.

128. Defendants admit the allegations set forth in the first sentence of paragraph 128 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second, third, and fourth sentences of paragraph 128.

129. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the first sentence of paragraph 129 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second sentence of paragraph 129, and therefore, deny the same.

130. Defendants deny the allegations set forth in paragraph 130 of the FAC.

131. Defendants admit the closing for the Cormiers' transactions occurred on June 29, 2016, and Defendants otherwise lack knowledge or information sufficient to admit or deny the allegations set forth in the first sentence of paragraph 131 of the FAC. Defendants admit that the Cormiers and an attorney representing Aura and NSP attended the closing, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 131. Defendants state that the documents signed and reviewed at the closing speak for themselves, and Defendants otherwise lack knowledge or information sufficient to admit or deny the allegations set forth in the third sentence of paragraph 131, and therefore, deny the same. Defendants lack knowledge or information sufficient to admit or deny allegations related to the Cormier's memory, and therefore, Defendants deny the allegations set forth in the fourth sentence of paragraph 131. Defendants state that the transaction documents signed at the closing between the Cormiers and NSP and the Cormiers and Aura speak for themselves, and Defendants otherwise deny the allegations set forth in the fifth sentence of paragraph 131. Defendants state that the transactional documents with the Cormiers speak for themselves, and Defendants otherwise deny the allegations set forth in the sixth and seventh sentences of paragraph 131.

132. Defendants state that the documents executed by the Cormiers at closing speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 132 of the FAC.

133. Defendants state that the escrow records speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 133 of the FAC.

134. Defendants admit that the Cormiers were behind on monthly payments to Aura as of March 2019, but Defendants lack knowledge or information sufficient to admit or deny the

remaining allegations set forth in the first sentence of paragraph 134 of the FAC, and therefore, deny the same. Defendants state that the modification documents speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 134.

135. Defendants deny the allegations set forth in the first sentence of paragraph 135 of the FAC. Defendants state that the shared appreciation note and the February 2020 letter speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 135 of the FAC.

136. Defendants deny the allegations set forth in paragraph 136 of the FAC.

137. Defendants deny the allegations set forth in paragraph 137 of the FAC.

138. Defendants admit the allegations set forth in the first sentence of paragraph 138 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second sentence of paragraph 138.

139. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 139 of the FAC.

140. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 140 of the FAC.

141. Defendants admit that Mrs. Ortiz contacted the SUN Program in early 2013, and Defendants otherwise lack knowledge or information sufficient to admit or deny the allegations set forth in the first sentence of paragraph 141 of the FAC, and therefore, deny the same. Defendants admit that BlueHub, NSP, and Aura are not-for-profit entities and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 141.

142. Defendants admit that Mrs. Ortiz communicated with representatives of the SUN Program in or about the summer of 2013, and Defendants otherwise deny the allegations set forth

in the first sentence of paragraph 142 of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 142. Defendants deny the allegations set forth in the third sentence of paragraph 142. Defendants deny the allegations set forth in the fourth sentence of paragraph 142.

143. Defendants admit that the closing for the Ortiz transactions occurred on October 31, 2013, and otherwise deny the allegations set forth in the first sentence of paragraph 143 of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 143. Defendants state that they lack knowledge or information sufficient to admit or deny the allegations set forth in the third sentences of paragraph 143, and therefore, deny the same.

144. Defendants state the documents signed at the closing speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 144 of the FAC.

145. Defendants state that the documents signed at the closing speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 145 of the FAC.

146. Defendants deny the allegations set forth in paragraph 146 of the FAC.

147. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the first sentence of paragraph 147 of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 147 of the FAC.

148. Defendants lack knowledge or information sufficient to admit or deny allegations regarding Mrs. Ortiz's communications with third parties, and Defendants otherwise deny the allegations set forth in paragraph 148 of the FAC.

149. Defendants lack knowledge or information sufficient to admit or deny allegations regarding Mrs. Ortiz's communications with third parties, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 149 of the FAC. Defendants state that the

Quicken appraisal speaks for itself, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 149. Defendants admit that the Ortizes did pay shared appreciation to NSP upon refinancing, and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 149. Defendants admit that NSP did not send the Ortizes a statement regarding interest, as none was paid to NSP, and Defendants otherwise deny the allegations set forth in the fourth sentence of paragraph 149.

150. Defendants admit the allegations set forth in paragraph 150 of the FAC.

151. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 151 of the FAC.

152. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 152 of the FAC.

153. Defendants deny the allegations set forth in paragraph 153 of the FAC.

154. Defendants admit that the closing of the transactions between the Meilleurs and NSP and the Meilleurs and Aura occurred on March 9, 2017 at 10 Malcolm X Boulevard, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 154 of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 154.

155. Defendants admit that the prior lender had foreclosed upon the property, Defendants state that the transaction documents by which NSP acquired the property and sold it to the Meilleurs speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 155 of the FAC.

156. Defendants state that the documents signed by the Meilleurs at the closing speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 156 of the FAC.

157. Defendants state that the Closing Disclosure speaks for itself and that no response is required to conclusions of law, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 157 of the FAC. Defendants state that the Closing Disclosure speaks for itself, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 157. Defendants state that the terms of the closing documents speak for themselves, and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 157. Defendants state that the Closing Disclosure and the shared appreciation mortgage and note speak for themselves, and Defendants otherwise deny the allegations set forth in the fourth sentence of paragraph 157.

158. Defendants deny the allegations set forth in the first sentence of paragraph 158 of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 158.

159. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the first sentence of paragraph 159 of the FAC. Defendants state that the terms of the refinancing with Evolve Bank & Thrift speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 159. Defendants state that the payoff terms of the shared appreciation mortgage and note speak for themselves, and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 159. Defendants deny the allegations set forth in the fourth sentence of paragraph 159.

160. Defendants deny the allegations set forth in paragraph 160 of the FAC.

161. Defendants admit the allegations set forth in the first sentence of paragraph 161 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second sentence of paragraph 161.

162. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 162 of the FAC.

163. Defendants admit that the DeSimones fell behind on their mortgage payments to the prior lender and that Mr. DeSimone had filed for bankruptcy, and Defendants state that they otherwise lack knowledge or information sufficient to admit or deny the remaining allegations set forth in the first sentence of paragraph 163. Defendants state that the bankruptcy court orders speak for themselves, and any agreements with Bank of America speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 163.

164. Defendants state that the appraisal of the property speaks for itself, and Defendants otherwise lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 164 of the FAC, and therefore deny the same.

165. Defendants state that the transaction documents related to the sale to and from NSP speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 165 of the FAC. Further answering, Defendants state that Mrs. DeSimone alone purchased the property from NSP.

166. Defendants deny the allegations set forth in paragraph 166 of the FAC.

167. Defendants deny the allegations set forth in paragraph 167 of the FAC.

168. Defendants state that the shared appreciation mortgage and note speak for themselves, and otherwise deny the allegations set forth in paragraph 168 of the FAC.

169. Defendants state that the disclosure documents provided at the closing speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 169 of the FAC.

170. Defendants state that the shared appreciation mortgage and note speak for themselves, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 170 of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 170. Further answering, Defendants state that Mrs. DeSimone refinanced the home in July 2020, paying off and obtaining discharge of the Aura mortgage and note and the shared appreciation mortgage and note.

171. Defendants admit the allegations set forth in the first sentence of paragraph 171 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second sentence of paragraph 171.

172. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 172 of the FAC.

173. Defendants state that the mortgage records associated with the Dolats' property speak for themselves, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 173 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second sentence of paragraph 173.

174. Defendants deny the allegations set forth in the first sentence of paragraph 174. Defendants state that the payment records to Select speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 174. Defendants deny the allegations set forth in the third sentence of paragraph 174. Defendants state that the appraisal speaks for itself, that an agreement with the Dolats' prior lender speaks for itself, and Defendants otherwise deny the allegations set forth in the fourth sentence of paragraph 174.

175. Defendants state that the date of the closing speaks for itself, and Defendants otherwise deny the allegations set forth in paragraph 175 of the FAC.

176. Defendants state that the Dolats purchased the home from NSP on February 7, 2019, Defendants lack knowledge or information sufficient to admit or deny that the closing occurred in Quincy, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 176 of the FAC. Defendants state that the “Closing Disclosure” speaks for itself, and Defendants otherwise deny the allegations set forth in paragraph 176 of the FAC.

177. Defendants state that the shared appreciation note speaks for itself, and Defendants otherwise deny the allegations set forth in paragraph 177 of the FAC.

178. Defendants deny the allegations set forth in paragraph 178 of the FAC.

179. Defendants state that the transaction documents related to the Dolats’ sale to NSP and NSP’s sale to the Dolats speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 179 of the FAC.

180. Defendants state that documents reflecting the monthly payments associated with the Aura mortgage and note, as well as those reflecting amounts owed by the Dolats that they had failed to pay before or after the closing, speak for themselves, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 180 of the FAC. Defendants state that documents reflecting amounts owed by the Dolats for debts owed pre-closing speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 180.

181. Defendants admit that the Dolats are behind on their payments on the Aura note (having made no payments since September 2019) and have entered the foreclosure process, Defendants state that the Aura mortgage and note and the shared appreciation mortgage and note speak for themselves, and Defendants otherwise deny the allegations set forth in the first

sentence of paragraph 181 of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 181 of the FAC.

182. Defendants admit the allegations set forth in the first sentence of paragraph 182 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second, third, and fourth sentences of paragraph 182.

183. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 183 of the FAC.

184. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in paragraph 184 of the FAC.

185. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the first sentence of paragraph 185 of the FAC. Defendants deny the allegations set forth in the second sentence of paragraph 185. Defendants deny the allegations set forth in the third sentence of paragraph 185. With regard to the fourth sentence set forth in paragraph 185, Defendants admit that NSP negotiated with Wells Fargo for release of the mortgage on the L'Ecuyers' property and that the L'Ecuyers submitted information to the SUN Program, and Defendants otherwise deny the allegations set forth in the fourth sentence of paragraph 185. Defendants deny the allegations set forth in the fifth sentence of paragraph 185.

186. Defendants state that Aura did offer financing for the purchase of the home, and that the L'Ecuyers paid less per month for their Aura mortgage than for the prior mortgage, and Defendants otherwise deny the allegations set forth in paragraph 186 of the FAC.

187. Defendants admit that the closing took place on July 31, 2019, at 10 Malcolm X Boulevard, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 187 of the FAC. Defendants admit that the L'Ecuyers and an attorney representing

Aura and NSP were present at the closing, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 187. Defendants state that the Closing Statement speaks for itself, and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 187. Defendants state that the transaction documents between NSP and the L'Ecuyers and between Aura and the L'Ecuyers speak for themselves, and Defendants otherwise deny the allegations set forth in the fourth sentence of paragraph 187 of the FAC. Defendants state that the documents signed by the L'Ecuyers at closing speak for themselves, and Defendants otherwise deny the allegations set forth in the fifth sentence of paragraph 187. Defendants deny the allegations set forth in the sixth sentence of paragraph 187. Defendants state that the terms of the Aura mortgage and note, and the terms of the L'Ecuyers' prior mortgage and note speak for themselves, the transactions between the L'Ecuyers and NSP speak for themselves, and that the terms of the shared appreciation mortgage and note speak for themselves, and Defendants otherwise deny the allegations set forth in the seventh sentence of paragraph 187. Defendants state that the Closing Statement speaks for itself, and Defendants otherwise deny the allegations set forth in the eighth sentence of paragraph 187.

188. Defendants deny the allegations set forth in paragraph 188 of the FAC.

189. Defendants deny the allegations set forth in paragraph 189 of the FAC.

190. Defendants admit the allegations set forth in the first sentence of paragraph 190 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations set forth in the second sentence of paragraph 190.

191. Defendants admit the allegations set forth in the first sentence of paragraph 191 of the FAC. Defendants lack knowledge or information sufficient to admit or deny the allegations

set forth in the second and third sentences of paragraph 191. Defendants deny the allegations set forth in the fourth sentence of paragraph 191.

192. Defendants state that the appraisal speaks for itself, and Defendants otherwise deny the allegations set forth in paragraph 192 of the FAC.

193. Defendants admit that the closing of the Perdomo/Ochoas' transactions occurred on November 30, 2012, at 30 Warren Street, Roxbury, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 193 of the FAC. Defendants admit that the documents at closing were in English, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 193 of the FAC.

194. Defendants state that the transaction documents between NSP and the Perdomo/Ochoas speak for themselves, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 194 of the FAC. Defendants state that the Aura mortgage and note and the shared appreciation mortgage and note speak for themselves, and Defendants otherwise deny the allegations set forth in the second sentence of paragraph 194. Defendants state that the shared appreciation note speaks for itself, and Defendants otherwise deny the allegations set forth in the third sentence of paragraph 194. Defendants state that the Aura note and mortgage with the Ochoas speak for themselves, and Defendants otherwise deny the allegations set forth in the fourth sentence of paragraph 194.

195. Defendants deny the allegations set forth in paragraph 195 of the FAC.

196. Defendants state that the transaction documents related to the sale of the property at 55 Bow Street in August 2019 speak for themselves, and Defendants otherwise lack knowledge or information sufficient to admit or deny the allegations set forth in the first sentence of paragraph 196 of the FAC. Defendants lack knowledge or information sufficient to admit or

deny the allegations set forth in the second sentence of paragraph 196, and therefore, deny the same.

197. Defendants admit that the Perdomo/Ochoas made a payment to NSP pursuant to the shared appreciation mortgage and note upon sale of the property at 55 Bow Street, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 197 of the FAC. Defendants deny the allegations set forth in the second and third sentences of paragraph 197, some of which consist of legal conclusions, and Defendants deny that the payment of amounts due pursuant to the shared appreciation note constitute interest.

CLASS ACTION ALLEGATIONS

198. Denied.

199. No response is required to the allegations set forth in paragraph 199 of the FAC, as they constitute conclusions of law, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 199.

200. Defendants state that the public relations materials speak for themselves, and Defendants otherwise deny the allegations set forth in the first sentence of paragraph 200 of the FAC. No response is required to the allegations set forth in the second sentence of paragraph 200, as they constitute conclusions of law, and to the extent that a response is required, Defendants deny the allegations set forth in the second sentence of paragraph 200.

201. No response is required to the allegations set forth in paragraph 201 (including 201.a-c) of the FAC, as they constitute conclusions of law, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 201 (including 201.a-c).

202. No response is required to the allegations set forth in paragraph 202 (including 202.a-c) of the FAC, as they constitute conclusions of law, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 202 (including 202.a-c).

203. No response is required to the allegations set forth in paragraph 203 of the FAC, as they constitute conclusions of law, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 203.

204. No response is required to the allegations set forth in paragraph 204 of the FAC, as they constitute conclusions of law, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 204.

205. No response is required to the allegations set forth in paragraph 205 of the FAC, as they constitute conclusions of law, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 205.

206. No response is required to the allegations set forth in paragraph 206 of the FAC, as they constitute conclusions of law, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 206.

CAUSES OF ACTION

Count I: For Injunctive and Declaratory Relief

207. Defendants repeat and incorporate by reference the responses set forth in paragraphs 1 through 206, as if fully set forth herein.

208. Denied.

209. Denied.

210. Denied.

Count II: Violation of M.G.L. c. 93A, § 9

211. Defendants repeat and incorporate by reference the responses set forth in paragraphs 1 through 210, as if fully set forth herein.

212. Defendants admit that counsel, on behalf of the Named Plaintiffs (excluding the Cormiers and the L'Ecuyers), served a demand letter on Defendants via email on December 7, 2019, and Defendants served their response on January 6, 2020, and Defendants otherwise deny the allegations set forth in paragraph 212 of the FAC.

213. Denied.

214. Defendants state that the allegations set forth in paragraph 214 of the FAC constitute conclusions of law to which no response is required, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 214.

215. Denied.

216. Denied.

217. Denied.

218. Defendants state that the allegations set forth in the first sentence of paragraph 218 of the FAC constitute conclusions of law to which no response is required, and to the extent a response is required, Defendants deny the allegations set forth in the first sentence in paragraph 218. Defendants deny the allegations set forth in the second sentence of paragraph 218.

219. Defendants state that the allegations set forth in the first sentence of paragraph 219 of the FAC constitute conclusions of law to which no response is required, and to the extent a response is required, Defendants deny the allegations set forth in the first sentence in paragraph 219. Defendants deny the allegations set forth in the second sentence of paragraph 219.

220. Defendants state that the allegations set forth in the first sentence of paragraph 220 of the FAC constitute conclusions of law to which no response is required, and to the extent

a response is required, Defendants deny the allegations set forth in the first sentence in paragraph 220. Defendants deny the allegations set forth in the second sentence of paragraph 220.

221. Defendants state that the allegations set forth in paragraph 221 of the FAC constitute conclusions of law to which no response is required, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 221.

222. Defendants state that the settlement offer set forth in the January 6, 2020 response letter speaks for itself, and Defendants otherwise deny the allegations set forth in paragraph 222 of the FAC.

223. Defendants state that the settlement offer set forth in the January 6, 2020 response letter speaks for itself, and Defendants otherwise deny the allegations set forth in paragraph 223 of the FAC.

224. Defendants state that the settlement offer set forth in the January 6, 2020 response letter speaks for itself, and SUN Program disclosures speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 224 of the FAC.

225. Denied.

226. Denied.

227. Denied.

Count III: Violation of the Massachusetts Consumer Credit Cost Disclosure Act
(MCCCDA), M.G.L. c. 140D

228. Defendants repeat and incorporate by reference the responses set forth in paragraphs 1 through 227, as if fully set forth herein.

229. Defendants state that the allegations set forth in paragraph 229 of the FAC constitute conclusions of law to which no response is required, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 229.

230. Denied.

231. Denied.

232. Denied.

233. Denied.

234. Denied.

Count IV: Violation of the Massachusetts Predatory Home Loan Practices Statute,

M.G.L. c. 183C

235. Defendants repeat and incorporate by reference the responses set forth in paragraphs 1 through 234, as if fully set forth herein.

236. Defendants state that the allegations set forth in paragraph 236 of the FAC constitute conclusions of law to which no response is required, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 236.

237. Defendants state that the allegations set forth in paragraph 237 of the FAC constitute conclusions of law to which no response is required, and to the extent a response is required, Defendants deny the allegations set forth in paragraph 237.

238. Denied.

239. Denied.

240. Denied.

Count V: Unconscionability

241. Defendants repeat and incorporate by reference the responses set forth in paragraphs 1 through 240, as if fully set forth herein.

242. Denied.

243. Denied.

Count VI: Fraudulent and Negligent Misrepresentation

244. Defendants repeat and incorporate by reference the responses set forth in paragraphs 1 through 243, as if fully set forth herein.

245. Denied.

246. Denied.

247. Denied.

248. Denied.

Count VII: Breach of Contract

249. Defendants repeat and incorporate by reference the responses set forth in paragraphs 1 through 248, as if fully set forth herein.

250. Defendants state that the transaction documents speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 250 of the FAC.

251. Denied.

252. Denied.

253. Denied.

Count VIII: Breach of the Implied Covenant of Good Faith and Fair Dealing

254. Defendants repeat and incorporate by reference the responses set forth in paragraphs 1 through 253, as if fully set forth herein.

255. Denied.

256. Defendants admit that they are not-for-profit entities and informed Named Plaintiffs of that fact, and Defendants otherwise deny the allegations set forth in paragraph 256 of the FAC.

257. Denied.

Count IX: Lack of Consideration

258. Defendants repeat and incorporate by reference the responses set forth in paragraphs 1 through 257, as if fully set forth herein.

259. Defendants admit that NSP is not a lender, state that the shared appreciation notes and other transaction documents speak for themselves, and Defendants otherwise deny the allegations set forth in paragraph 259 of the FAC.

260. Denied.

Count X: Breach of Fiduciary Duty

261. Defendants repeat and incorporate by reference the responses set forth in paragraphs 1 through 260, as if fully set forth herein.

262. Denied.

263. Denied.

264. Denied.

Count XI: Civil Conspiracy

265. Defendants repeat and incorporate by reference the responses set forth in paragraphs 1 through 264, as if fully set forth herein.

266. Denied.

267. Denied.

268. Defendants admit that Aura and NSP are limited liability companies and BlueHub's affiliates, and that BlueHub is the sole member and manager of NSP, and Defendants otherwise deny the allegations set forth in paragraph 268 of the FAC.

269. Denied.

270. Denied.

271. Denied.

272. Denied.

273. Denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The FAC fails to state a claim against Defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by applicable statutes of limitations.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs by their conduct have waived or are otherwise estopped to raise their claims against Defendants.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' damages, if any, were caused by third parties for whose conduct Defendants are not responsible.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the doctrine of laches.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred or limited by G.L. c. 231, § 85K.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in part because Defendants do not conduct business in trade or commerce, and therefore, are not subject to G.L. c. 93A.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in part because neither BlueHub nor NSP lent any money to Named Plaintiffs or any other putative class member.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part due to their failure to mitigate any alleged damages.

TENTH AFFIRMATIVE DEFENSE

The claims by Ronald and Christine Dolat are barred due to the Dolats' default and failure to pay amounts owed and secured pursuant to the Aura mortgage and note, and Aura and NSP reserve all rights and remedies pursuant to their mortgages and notes with the Dolats, and to enforce the terms thereof, including but not limited to rights of foreclosure and sale.

ELEVENTH AFFIRMATIVE DEFENSE

The claims by Cheryl and Dante Ortiz, Larry and Marlene Meilleur, Francis and Debra DeSimone, and Carlos Perdomo and Rosa Ochoa are barred on the grounds of waiver, estoppel, and/or lack of standing due to those homeowners' having paid off and obtained discharges for their respective Aura mortgages and notes and NSP mortgages and notes.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred because Plaintiffs were not harmed by their transactions with Aura and/or NSP.

COUNTERCLAIM FOR DECLARATORY JUDGMENT

Introduction

1. This Counterclaim seeks a declaratory judgment under G.L. c. 231A, §1 that the challenged activities of BlueHub Capital, Inc. (formerly known as Boston Community Capital, Inc.), Aura Mortgage Advisors, LLC, and NSP Residential, LLC, with regard to the Stabilizing Urban Neighborhoods Initiative (“SUN Program”), comply with applicable laws and regulations; that the agreements at issue are lawful and fully enforceable; and that Plaintiffs/Defendants-in-Counterclaim are otherwise not entitled to the relief they seek.

The Parties

2. BlueHub, Aura, and NSP are all Massachusetts nonprofit entities.

3. BlueHub’s general purposes are “to combat community deterioration and to improve the housing, economic, and general living conditions of the lower income residents and other disadvantaged people living or working in those neighborhoods that are in a sub-standard, decadent, blighted, low-income, economically depressed or otherwise deteriorated condition.”

4. Aura and NSP are affiliates of BlueHub, which is a community finance organization with a more than 25-year history of investing in communities where low-income people live and work.

5. Aura is a licensed mortgage lender (NMLS #23467). The U.S. Department of Treasury designated Aura as a Community Development Financial Institution (“CDFI”) and, therefore, Aura “support[s] economically disadvantaged communities and inject[s] new sources of capital into neighborhoods that lack access to financing.” Aura provides first-mortgage loans to the homeowners who participate in the SUN Program.

6. NSP was formed “to combat community deterioration and to improve the housing, economic, and general living conditions of low-income and other disadvantaged

persons . . . by purchasing residential properties and rehabilitating and renting and/or selling said properties to low income and other disadvantaged persons.” NSP purchases properties, pays off the existing mortgages, and sells the properties back to resident homeowners for less than the balance of the paid-off prior mortgages. As part of these transactions, NSP and participating homeowners generally enter into second mortgages, namely Shared Appreciation Mortgages (“SAMs”), pursuant to which the homeowners and NSP share a fixed percentage of the properties’ appreciation, if any, from the date of the transaction to a sale or refinancing of the property or maturity date of the shared appreciation note. The shared appreciation notes do not set forth a principal amount or interest rate, nor do they require any payments prior to a maturity event.

7. The Plaintiffs/Defendants-in-Counterclaim (who are identified individually in the First Amended Complaint) are or were homeowners whose homes were being foreclosed upon and who chose to participate in the SUN Program to save their homes. Each of the Plaintiffs/Defendants-in-Counterclaim were fully advised on the terms and conditions of the SUN Program, including but not limited to the SAMs. Having knowingly and voluntarily entered the SUN Program after timely disclosure of the terms and conditions, each of the Plaintiffs/Defendants-in-Counterclaim executed all of the SUN Program documentation necessary to implement and effectuate the transactions – many before a Notary Public, and all of them at in-person closings. Now, having reaped the precise benefits the SUN Program was designed to bestow, each of the Plaintiffs/Defendants-in-Counterclaim seek to rewrite the parties’ bargains by challenging the SUN Program’s design and/or effects in this suit.

Statement of Facts

(a) The Origins and Nature of the SUN Program

8. In or about 2009, around the time the so-called Great Recession resulted in a surge of mortgage foreclosures, Aura and NSP began the SUN Program to help distressed homeowners avoid foreclosure and eviction.

9. Since its inception, the SUN Program's purpose has been to keep families facing foreclosure in their homes by paying off and discharging their defaulted mortgages and/or loans, purchasing their homes, and reselling them back to the homeowners on terms that make it feasible for the homeowners to remain in the properties as owners. More particularly, the SUN Program offers distressed homeowners first mortgages for which the principal is lower than their pre-SUN defaulted mortgages and second contingent liability mortgages in the form of the SAMs that, together, permit the homeowners to avoid foreclosure and eviction, remain in their homes and communities, rebuild their credit after foreclosure and restore access to the commercial mortgage market, and retain a share of their properties' equity that would otherwise have been lost.

10. All of the Plaintiffs/Defendants-in-Counterclaim's homes were "underwater" when they entered the SUN Program, meaning that the outstanding amount of the pre-SUN mortgage exceeded the home's market value. Plaintiffs/Defendants-in-Counterclaim had defaulted on their prior loans, and thus they had few, if any, other options to save their homes from foreclosure.

11. Plaintiffs/Defendants-in-Counterclaim's cost to repurchase their homes from NSP (after NSP purchases the homes from the homeowners or the prior lenders) includes the cash purchase price the homeowners agree to pay NSP and any contingent and deferred appreciation due pursuant to the SAMs and shared appreciation notes. If participating homeowners'

properties appreciate in value, then appreciation is shared with NSP. If the properties do not appreciate in value, then no further payment is made to NSP on future refinancing, sale, or maturity of the shared appreciation notes. In addition to carrying the risk of Plaintiffs/Defendants-in-Counterclaim's non-payment of amounts due, the SUN Program transfers to NSP – not the homeowner – the risk that the property's value stagnates, depreciates, or goes “underwater.”

(b) The Plaintiffs/Defendants-in-Counterclaim's Individual Transactions

12. The named Plaintiffs/Defendants-in-Counterclaim are or have been participants in the SUN Program.

13. Prior to entering into the SUN Program, each Plaintiff/Defendant-in-Counterclaim: (i) had pre-SUN mortgages or loans on their homes that secured an indebtedness greater than the value of the property; (ii) were not current in their obligations to their mortgage lenders; (iii) were in default, and often had been in default for many years; and (iv) were facing foreclosure or had been foreclosed upon.

14. As a result of their participation in the SUN program, each Plaintiff/Defendant-in-Counterclaim: (i) remained in his or her home; (ii) was released from his or her obligations to the pre-SUN mortgage holder; (iii) was granted a replacement mortgage loan by Aura in a substantially reduced amount that was aligned with the then value of the property; (iv) enjoyed a substantially reduced monthly mortgage payment; and (v) granted NSP a further shared appreciation mortgage that required no regular, monthly payments, but was contingent upon future appreciation of the property, if any, and was payable upon sale, refinancing, or maturity of the original 30-year mortgages and notes.

15. Anthony and Margaret Oates first purchased their home at 31 Glenarm Street, Dorchester, MA, on January 28, 2005, for \$1. They took out at least two pre-SUN mortgages, concluding with a \$404,183.61 mortgage granted in 2006. A January 19, 2012 appraisal of the home valued the property at \$160,000. The Oates defaulted on their mortgage and had lost title to their home before entering the SUN Program. On December 28, 2011, the Oates signed a shared appreciation disclosure document, a true copy of which is attached hereto as Exhibit 1. Thereafter, NSP purchased the home from the prior lender, which discharged the prior mortgage. On May 4, 2012, the Oates repurchased the home from NSP, and granted a mortgage and note to Aura (principal of \$192,000, 30-year fixed interest rate of 6.375%) and the NSP SAM and note (which provides for a base value of the property against which future appreciation will be measured of \$192,000, and for 54% of calculated appreciation to be shared with NSP upon maturity) (the shared appreciation formula is set forth in Exhibit 1). The Oates have continued to live in the home since 2012. The current value of the Oates' home (per Zillow as of the date of this filing) is approximately \$634,000. Accordingly, as a result of their participation in the SUN Program, the Oates: (a) regained title to their home and remained in their home; (b) reduced their first-mortgage debt by approximately \$200,000; (c) reduced their monthly mortgage payments; (d) restored their credit; and (e) are entitled to retain substantial appreciation on a property that they had previously lost. Only now, eight years after the transaction and in light of market appreciation that was neither known nor predictable at the time, do the Oates object to the shared appreciation terms they readily agreed to in 2012 when they saved their home.

16. Ursula Humes purchased the home at 18 King Street, Dorchester, MA, in June 1994, for \$129,000. Ms. Humes refinanced the property eight times, and in May 2005, she granted her final pre-SUN mortgage for \$440,000. A November 16, 2010 appraisal of the home

valued the property at \$270,000. Ms. Humes defaulted and had lost title to the home before entering the SUN Program. On November 15, 2010, Ms. Humes signed a shared appreciation disclosure document, a true copy which is attached hereto as Exhibit 2. Thereafter, NSP purchased the home from the prior lender, which discharged the prior mortgage. On December 28, 2010, Ms. Humes repurchased the home from NSP, and granted the Aura mortgage and note (principal of \$264,400, 30-year fixed interest rate of 5.625%) and the NSP SAM and note (which provides for a base value of the property against which future appreciation will be measured of \$264,400, and for 51.7% of calculated appreciation to be shared with NSP upon maturity) (the shared appreciation formula is set forth in Exhibit 2). Ms. Humes has continued to live in the home since 2010. The current value of her home (per Zillow as of the date of this filing) is approximately \$842,000. Accordingly, as a result of her participation in the SUN Program, Ms. Humes: (a) regained title to her home and remained in her home; (b) reduced her first-mortgage debt by approximately \$175,000; (c) reduced her monthly mortgage payments; (d) restored her credit; and (e) is entitled to retain substantial appreciation on a property that she had previously lost. Only now, ten years after the transaction and in light of market appreciation that was neither known nor predictable at the time, does Ms. Humes object to the shared appreciation terms she readily agreed to in 2010 when she saved her home.

17. Nardella Thomas purchased her home at 711 School Street in Webster, MA, in July 2005, for \$279,900. At purchase, Ms. Thomas granted first and second pre-SUN mortgages for \$223,920 and \$55,980, respectively, to finance the full acquisition price of \$279,900. A December 19, 2011 appraisal of the home valued the property at \$185,000. Ms. Thomas defaulted and had lost title to the home before entering the SUN program. On November 9, 2011, Ms. Thomas signed a shared appreciation disclosure document, a true copy of which is

attached hereto as Exhibit 3. Thereafter, NSP purchased the home from the prior lender, which discharged the prior mortgage. In June 2012, Ms. Thomas repurchased the home from NSP, and granted the Aura mortgage and note (principal of \$155,100, 30-year fixed interest rate of 6.375%) and the NSP SAM and note (which provides for a base value of the property against which future appreciation will be measured of \$155,100, and for 42% of calculated appreciation to be shared with NSP upon maturity) (the shared appreciation formula is set forth in Exhibit 3). Ms. Thomas has continued to live in the home since 2012. The current value of Ms. Thomas' home (per Zillow as of the date of this filing) is approximately \$320,000. Accordingly, as a result of her participation in the SUN Program, Ms. Thomas: (a) regained title to her home and remained in her home; (b) reduced her first-mortgage debt by approximately \$124,000; (c) reduced her monthly mortgage payments; (d) restored her credit; and (e) is entitled to retain substantial appreciation on a property that she had previously lost. Only now, eight years after the transaction and in light of market appreciation that was neither known nor predictable at the time, does Ms. Thomas object to the shared appreciation terms she readily agreed to in 2012 when she saved her home.

18. Maureen and Robert Cormier purchased their home at 12 Leroy Street, Fitchburg, MA, in January 1997, for \$24,000. The Cormiers refinanced the property five times, concluding with a \$198,400 pre-SUN mortgage granted in August 2006. A November 14, 2015 appraisal of the home valued the property at \$120,000. On October 7, 2015 and June 29, 2016, the Cormiers signed shared appreciation disclosure documents, true copies of which are attached hereto as Exhibit 4. On November 18, 2015, the Cormiers and NSP entered into two purchase and sale agreements – one by which the Cormiers agreed to sell the property to NSP, and the other by which the Cormiers agreed to purchase the property from NSP. Thereafter, NSP negotiated with

the prior lender for pay-off of the prior mortgage at a discount and discharge of the prior mortgage. On June 29, 2016, the Cormiers sold the property to NSP, repurchased the property from NSP, and granted the Aura mortgage and note (principal of \$117,000, 30-year fixed interest rate of 6.375%) and the NSP SAM and note (which provides for a base value of the property against which future appreciation will be measured of \$114,000, and for 53% of calculated appreciation to be shared with NSP upon maturity) (the shared appreciation formula is set forth in Exhibit 4). The Cormiers have continued to live in the home since 2016. In 2018, the Cormiers fell behind on their Aura mortgage, and in 2019, the Cormiers accepted and benefited from a modification of the Aura loan that followed their default. The current value of their home (per Zillow as of the date of this filing) is approximately \$257,000. Accordingly, as a result of their participation in the SUN Program, the Cormiers: (a) remained in their home; (b) reduced their first-mortgage debt by approximately \$128,000; (c) reduced their monthly mortgage payments; (d) restored their credit; and (e) are entitled to retain substantial appreciation on a property that they were poised to lose. Only now, three and a half years after the transaction and in light of market appreciation that was neither known nor predictable at the time, do the Cormiers object to the shared appreciation terms they readily agreed to in 2016 when they saved their home.

19. Cheryl and Dante Ortiz purchased their home at 151 Hamilton Street, Southbridge, MA, in July 2004, for \$247,500. They refinanced once, concluding with a \$270,000 pre-SUN mortgage in 2006. An October 19, 2013 appraisal of the home valued the property at \$175,000. On July 19, 2013 and another date, the Ortizes signed shared appreciation disclosure documents, true copies of which are attached hereto as Exhibit 5. On August 21, 2013, the Ortizes entered into a purchase and sale agreement to sell the property to NSP, and on

September 9, 2013, the Ortizes entered into a purchase and sale agreement to buy the property from NSP. Thereafter, NSP negotiated with the prior lender for pay-off of the prior mortgage at a discount and discharge of the prior mortgage. On October 31, 2013, the Ortizes sold the property to NSP, repurchased the property from NSP, and granted the Aura mortgage and note (principal of \$140,000, 30-year fixed interest rate of 6.375%) and the NSP SAM and note (which provides for a base value of the property against which future appreciation will be measured of \$128,000, and for 52% of calculated appreciation to be shared with NSP upon maturity) (the shared appreciation formula is set forth in Exhibit 5). On April 26, 2018, the Ortizes refinanced, obtained a discharge of the Aura mortgage and the SAM (SAM payoff of \$37,554), and retained \$34,597 for the homeowner's share of appreciation, based upon a valuation at refinancing of \$204,000. The current value of the Ortizes' home (per Zillow as of the date of this filing), which is no longer subject to the SAM, is approximately \$262,000. The Ortizes have continued to live in the home since 2013. Accordingly, as a result of their participation in the SUN Program, the Ortizes: (a) remained in their home; (b) reduced their first-mortgage debt by approximately \$130,000; (c) reduced their monthly mortgage payments; (d) restored their credit; and (e) retained substantial appreciation on a property that they were previously poised to lose. Only now, six years after the transaction and in light of market appreciation that was neither known nor predictable at the time, do the Ortizes object to the shared appreciation terms they readily agreed to in 2013 when they saved their home.

20. Larry and Marlene Meilleur purchased their home at 122 May Hill Road, Monson, MA, on August 7, 1989, for \$64,800. They refinanced the property three times, concluding with a \$257,000 pre-SUN mortgage granted in 2007. A July 16, 2016 appraisal of the home valued the property at \$253,000. The Meilleurs defaulted and had lost title to their

home prior to entering into the SUN program. On March 26, 2016, and again on March 9, 2017, the Meilleurs signed shared appreciation disclosure documents, true copies of which are attached hereto as Exhibit 6. On March 6, 2017, NSP purchased the home from the prior lender and obtained a discharge of the prior mortgage. On March 9, 2017, the Meilleurs repurchased the home from NSP, and granted the Aura mortgage and note (principal of \$161,000, 30-year fixed interest rate of 6.375%) and the NSP SAM and note (which provides for a base value of the property against which future appreciation will be measured of \$174,700, and for 30% of calculated appreciation to be shared with NSP upon maturity) (the shared appreciation formula is set forth in Exhibit 6). On February 22, 2018, the Meilleurs refinanced, obtained a discharge of the Aura mortgage and the SAM (SAM payoff of \$19,260), and retained \$44,765 for the homeowner's share of appreciation, based upon a valuation at refinancing of \$267,000. The current value of the Meilleurs' home (per Zillow as of the date of this filing), which is no longer subject to the SAM, is approximately \$374,000. The Meilleurs have continued to live in the home since 2017. Accordingly, as a result of their participation in the SUN Program, the Meilleurs: (a) regained title to their home and remained in their home; (b) reduced their first-mortgage debt by approximately \$96,000; (c) reduced their monthly mortgage payments; (d) restored their credit; and (e) retained substantial appreciation on a property that they had previously lost. Only now, three years after the transaction and in light of market appreciation that was neither known nor predictable at the time, do the Meilleurs object to the shared appreciation terms they readily agreed to in 2017 when they saved their home.

21. Francis and Debra DeSimone purchased their home at One Weldon Drive, Millbury, MA, in August 1985, for \$91,990. They refinanced the property nine times, concluding with a final pre-SUN mortgage for \$453,000, granted in 2006. A September 1, 2016

appraisal of the home valued the property at \$365,000. On July 27, 2016 and January 4, 2017, the DeSimones signed shared appreciation disclosure documents, which are attached hereto as Exhibit 7. In September 2016, after seeking permission from the bankruptcy court to do so, the DeSimones entered into a purchase and sale agreement to sell the property to NSP, and a purchase and sale agreement for Mrs. DeSimone to repurchase the property from NSP. On January 4, 2017, the DeSimones sold the property to NSP, Mrs. DeSimone repurchased the property from NSP, and she granted the Aura mortgage and note (principal of \$378,000, 30-year fixed interest rate of 6.375%) and the NSP SAM and note (which provides for a base value of the property against which future appreciation will be measured of \$375,500, and for 17% of calculated appreciation to be shared with NSP upon maturity) (the shared appreciation formula is set forth in Exhibit 7). In August 2020, Mrs. DeSimone refinanced, obtained discharge of the Aura mortgage and the SAM (SAM payoff of \$5,285), and retained \$36,320 for the homeowner's share of appreciation, based upon a valuation at refinancing of \$417,000. The current value of the DeSimones' home (per Zillow as of the date of this filing), which is no longer subject to the SAM, is approximately \$458,000. The DeSimones have continued to live in the home since 2017. Accordingly, as a result of their participation in the SUN Program, the DeSimones: (a) remained in their home; (b) reduced their first-mortgage debt by approximately \$75,000; (c) reduced their monthly mortgage payments; (d) restored their credit; and (e) retained substantial appreciation on a property that they were previously poised to lose. Only now, three years after the transaction and in light of market appreciation that was neither known nor predictable at the time, do the DeSimones object to the shared appreciation terms they readily agreed to in 2017 when they saved their home.

22. Ronald and Christine Dolat purchased their home at 24 Delawanda Drive, Worcester, MA, in February 2001, for \$127,000. They refinanced the property three times, concluding with a final pre-SUN mortgage for \$208,500, granted in 2005, upon which they defaulted in 2006. A September 17, 2018 appraisal of the home valued the property at \$230,000. On July 16, 2018 and February 7, 2019, the Dolats signed shared appreciation disclosure documents, true copies of which are attached hereto as Exhibit 8. On September 18, 2018, the Dolats entered into purchase and sale agreements to sell the property to NSP, and then to repurchase the property from NSP. Thereafter, NSP negotiated with the prior lender to pay-off the prior mortgage at a discount and for discharge of the prior mortgage. On February 7, 2019, the Dolats sold the property to NSP, repurchased the property from NSP, and granted the Aura mortgage and note (principal of \$183,000, 30-year fixed interest rate of 6.375%) and the NSP SAM and note (which provides for a base value of the property against which future appreciation will be measured of \$168,000, and for 51% of calculated appreciation to be shared with NSP upon maturity) (the shared appreciation formula is set forth in Exhibit 8). The Dolats concede that they “are behind on their payments,” as they have failed to make any payments on the Aura mortgage since September 2019, and have entered the foreclosure process. The current value of the Dolats’ home (per Zillow as of the date of this filing) is approximately \$286,000. Despite their default, the Dolats continue to live in the home. Accordingly, as a result of their participation in the SUN Program, the Dolats: (a) remained in their home; (b) reduced their first-mortgage debt by approximately \$162,000; (c) reduced their monthly mortgage obligations; (d) had an opportunity to restore their credit; and (e) may be entitled to retain a share of appreciation on a property that they were previously poised to lose. Now, despite having defaulted on the Aura mortgage less than a year after the transaction and anticipating market appreciation that is

neither known nor predictable, the Dolats object to the shared appreciation terms they readily agreed to in 2019 when they saved their home.

23. Cheryl and Peter L'Ecuyer purchased their home at 121 Highland Street, Athol, MA, in October 1984, for \$50,000. They refinanced the property seven times, concluding with final pre-SUN mortgages of \$197,000 and \$8,623.75, both granted in 2006. A December 17, 2018 appraisal of the home valued the property at \$155,000. On November 20, 2018 and July 31, 2019, the L'Ecuyers signed shared appreciation disclosure documents, which are attached hereto as Exhibit 9. On December 21, 2018 and April 11, 2019, the L'Ecuyers and NSP entered into purchase and sale agreements. NSP negotiated with the prior lender to pay-off the prior mortgage at a discount and for discharge of the prior mortgage. On July 31, 2019, the L'Ecuyers sold the property to NSP, repurchased the property from NSP, and granted the Aura mortgage and note (principal of \$163,000, 30-year fixed interest rate of 6.5%) and the NSP SAM and note (which provides for a base value of the property against which future appreciation will be measured of \$151,800, and for 20% of calculated appreciation to be shared with NSP upon maturity) (the shared appreciation formula is set forth in Exhibit 9). The current value of the L'Ecuyers' home (per Zillow as of the date of this filing) is approximately \$212,000. The L'Ecuyers continue to live in the home. Accordingly, as a result of their participation in the SUN Program, the L'Ecuyers: (a) remained in their home; (b) reduced their first-mortgage debt by approximately \$42,000; (c) reduced their monthly mortgage payments; (d) have an opportunity to restore their credit; and (e) will be entitled to retain a share of appreciation on a property that they were previously poised to lose. Now, less than a year after the transaction and anticipating market appreciation that is neither known nor predictable, the L'Ecuyers object to the shared appreciation terms they readily agreed to in 2019 when they saved their home.

24. Carlos Perdomo and Rosa Ochoa purchased the home at 55 Bow Street, Everett, MA, on January 27, 2006, for \$275,000, and granted a pre-SUN mortgage for \$270,751. A July 14, 2012 appraisal of the home valued the property at \$155,000. On June 28, 2012, the Perdomo/Ochoas signed a shared appreciation disclosure document, which is attached hereto as Exhibit 10. On August 10, 2012, the Perdomo/Ochoas and NSP entered into purchase and sale agreements for the Perdomo/Ochoas to sell the property to NSP and then repurchase the property from NSP. Thereafter, NSP negotiated with the prior lender to pay-off the prior mortgage at a discount and discharge the prior mortgage. On November 30, 2012, the Perdomo/Ochoas sold the property to NSP, repurchased the property from NSP, and granted the Aura mortgage and note (principal of \$139,700, 30-year fixed interest rate of 6.375%) and NSP SAM and note (which provides for a base value of the property against which future appreciation will be measured of \$171,000, and for 50% of calculated appreciation to be shared with NSP upon maturity) (the shared appreciation formula is set forth in Exhibit 10). In August 2019, they sold their home for \$800,000, obtained a discharge of the Aura mortgage and the SAM (SAM payoff of \$296,900), and retained \$314,000 for the homeowners' share of appreciation. They continued to live in the home from 2012 through sale in August 2019, when they sold the home for a substantial profit. Accordingly, as a result of their participation in the SUN Program, the Perdomo/Ochoas: (a) remained in their home; (b) reduced their first-mortgage debt by approximately \$150,000; (c) reduced their monthly mortgage payments; (d) restored their credit; and (e) retained substantial appreciation on a property that they were previously poised to lose. Only now, seven years after the transaction and in light of market appreciation that was neither known nor predictable at the time and a windfall transaction, do the Perdomo/Ochoas object to the shared appreciation terms they readily agreed to in 2012 when they saved their home.

25. The closing for each of the Plaintiffs/Defendants-in-Counterclaim was done in person. A lawyer acting on behalf of Aura and NSP was at the closings. The homeowner appeared in person and, in some cases, was represented by counsel prior to the closing. Aura and NSP's lawyer presented the documents to each homeowner who, in turn, executed the documents and confirmed before a Notary Public that the execution of the documents was their free act and deed.

26. Before the closings, the Plaintiffs/Defendants-in-Counterclaim received and signed the following documents: (a) a disclosure form concerning the shared appreciation mortgage (Exhibits 1-10, attached hereto); and (b) purchase and sale agreements in most cases.

27. Plaintiffs/Defendants-in-Counterclaim the Oates, Ms. Humes, Ms. Thomas, and the Meilleurs had lost title to their homes prior to participating in the SUN Program.

28. Plaintiffs/Defendants-in-Counterclaim the Cormiers, L'Ecuyers, Ortizes, DeSimones, Perdomo/Ochoas, and Dolats retained title to their homes prior to participating in the SUN Program.

29. Plaintiffs/Defendants-in-Counterclaim the Cormiers, L'Ecuyers, Ortizes, DeSimones, Perdomo/Ochoas, and Dolats signed two purchase and sale agreements with NSP prior to the closings of the final transactions – one by which they agreed to sell the property to NSP for a set price, and a second by which they agreed to buy the property from NSP for a greater price (the cash purchase price to be financed by a first mortgage with Aura) and a SAM to NSP.

30. At the closings, the Plaintiffs/Defendants-in-Counterclaim received and signed, among others, the following documents: (a) the thirty-year, fixed rate first mortgage and related note payable to Aura; and (b) the shared appreciation mortgage and related note, payable to NSP.

31. The mortgages and notes presented to and signed by the Plaintiffs/Defendants-in-Counterclaim are legally valid and enforceable legal instruments. The mortgages are recorded at the applicable registry of deeds.

32. The Plaintiffs/Defendants-in-Counterclaim accepted and received the benefits of the SUN Program, made the payments due at the closing, and made the payments (excepting for defaults) on the first mortgage note payable to Aura. In some cases, as set forth herein, the properties were sold and/or refinanced and the homeowners made the payments under the Aura and shared appreciation mortgages and notes, and accordingly, obtained discharge of those mortgages and notes.

33. Until the Plaintiffs/Defendants-in-Counterclaim notified BlueHub, Aura, and NSP, in December 2019, of their intention to file an action challenging their participation in the SUN Program and to seek damages and “rescission,” Plaintiffs/Defendants-in-Counterclaim (other than those who had defaulted on their Aura mortgages) had not refused to honor the commitments and agreements they made in connection with participation in the SUN Program.

34. The SUN Program documents and transactions, including the purchase and sale contracts, disclosures, mortgages, and notes issued by Aura and NSP, were at all relevant times in compliance with applicable state and federal laws and regulations.

35. An actual controversy exists between the Plaintiffs/Defendants-in-Counterclaim, on the one hand, and BlueHub, Aura, and NSP, on the other hand, warranting a judgment declaring the parties’ rights.

WHEREFORE, the Defendants/Plaintiffs-in-Counterclaim respectfully request that the Court:

- (a) Enter a judgment declaring that NSP's use of Shared Appreciation Mortgages and related notes in the above-identified transactions is compliant with applicable laws and regulations;
- (b) Enter judgment declaring that if rescission of the Plaintiffs/Defendants-in-Counterclaim's underlying SUN transactions is warranted, as Plaintiffs/Defendants-in-Counterclaim contend, then rescission should apply equitably, in which case:
- i. Plaintiffs/Defendants-in-Counterclaim the Oates, Ms. Humes, Ms. Thomas, and the Meilleurs must restore title of the properties to NSP, as they did not own those properties when they entered into the SUN Program;
 - ii. Payments made to date to Aura and/or NSP must be set-off against appropriate charges for use and occupancy of the homes since the Plaintiffs/Defendants-in-Counterclaim entered the SUN Program;
 - iii. Plaintiffs/Defendants-in-Counterclaim should not be unjustly enriched by shedding their pre-SUN mortgage obligations and benefiting from property appreciation that has occurred, but was not foreseeable let alone guaranteed, and that could not have inured to Plaintiffs/Defendants-in-Counterclaim's benefit but for their participation in the SUN Program.
- (c) Enter judgment declaring that claims by Plaintiffs/Defendants-in-Counterclaim the Oates, Ms. Humes, Ms. Thomas, the Cormiers, the Dolats, and the L'Ecuyers for rescission or damages are barred as a matter of law by application of, *inter alia*, the statute of limitations and/or principles of equitable estoppel and laches,

as they (i) have lived in the homes, (ii) benefited from discharge of their pre-SUN mortgages, and (iii) accepted the benefits of the SUN Program, in most cases for many years, while failing to mitigate the impact of the SAMs by refinancing or selling;

- (d) Enter judgment declaring that claims by Plaintiffs/Defendants-in-Counterclaim the Ortizes, the Meilleurs, the DeSimones, and the Perdomo/Ochoas for rescission or damages are barred as a matter of law because, *inter alia*, principles of equitable estoppel and laches prohibit them from bringing claims now that they (i) have refinanced or sold their homes, (ii) paid off and been discharged from the Aura mortgages and the SAMs, (iii) benefited from discharge of their pre-SUN mortgages, and (iv) otherwise received all benefits of the SUN Program;
- (e) Enter judgment declaring that claims by Plaintiffs/Defendants-in-Counterclaim the Dolats for rescission or damages are barred as a matter of law because, *inter alia*, their material breach and default under the Aura note and failure to make any payments since September 2019 renders their claims void and unenforceable;
- (f) Enter judgment declaring that claims by Plaintiffs/Defendants-in-Counterclaim the Cormiers for rescission or damages are barred as a matter of law because, *inter alia*, their acceptance of post-closing modification of the underlying payment schedule for the Aura note operates as an equitable estoppel of their ability, on the one hand, to reject a portion of the underlying transaction (the SAM and related note) while, on the other hand, claiming to retain the benefits of the purchase and sale agreements, including discharge of the prior mortgage and the post-closing modification granted on the Aura mortgage.

- (g) Plaintiffs/Defendants-in-Counterclaim’s Aura mortgages are not “high cost” mortgages and do not violate G.L. c. 183C;
- (h) Plaintiffs/Defendants-in-Counterclaim’s SAMs and related notes are not “loans” and NSP is not a “creditor,” and therefore, NSP’s challenged transactions in this case are not subject to G.L. c. 183C;
- (i) BlueHub did not lend any money to any Plaintiffs/Defendants-in-Counterclaim, and therefore, is not subject to G.L. c. 183C;
- (j) Aura’s disclosures to Plaintiffs/Defendants-in-Counterclaim regarding terms of their Aura loans complied with G.L. c. 140D;
- (k) Elements of purchase and sale agreements between Plaintiffs/Defendants-in-Counterclaim and NSP are not components of the Aura loan terms and, therefore, are not “costs of credit” subject to G.L. 140D disclosures;
- (l) BlueHub did not lend any money to Plaintiffs/Defendants-in-Counterclaim, and therefore, is not subject to G.L. c. 140D;
- (m) The Aura loans to Plaintiffs/Defendants-in-Counterclaim are likely to and capable of being paid off, and many already have been paid off, and therefore, they were not “doomed for foreclosure” and do not violate the standards for unfairness set forth in G.L. c. 93A;
- (n) The SAMs and related notes with the Plaintiffs/Defendants-in-Counterclaim are not “loans,” but part of the purchase and sale transactions, and in all events, by their terms are not likely to lead to default and foreclosure, given that no payments are due until defined maturity events, and no payment is due unless the home appreciates in value;

- (o) BlueHub is not a party to the SAMs and related notes or the Aura loans with Plaintiffs/Defendants-in-Counterclaim, and therefore, BlueHub did not transact business with Plaintiffs/Defendants-in-Counterclaim at all, let alone in violation of G.L. c. 93A;
- (p) All Defendants/Plaintiffs-in-Counterclaim are exempt from G.L. c. 93A because they are nonprofit entities pursuing their core missions and not engaged in trade or commerce; and
- (q) Grant such other relief as may be just and proper.

WHEREFORE, Defendants/Plaintiffs-in-Counterclaim respectfully request that the Court enter judgment in their favor on all Counts of the FAC and the Counterclaim and grant such other relief as the Court deems just and proper.

**DEFENDANTS DEMAND A TRIAL BY JURY ON ALL ISSUES AND CLAIMS
SO TRIABLE.**

Respectfully submitted,

BLUEHUB CAPITAL, INC. (formerly
known as Boston Community Capital,
Inc.), and AURA MORTGAGE
ADVISORS, LLC and NSP
RESIDENTIAL, LLC,

By their attorneys,

/s/ Sara Jane Shanahan
Sara Jane Shanahan (BBO #567837)
Thomas Paul Gorman (BBO #204100)
Peter D. McCarthy (BBO #670059)
Kathryn R. Droumbakis (BBO #703384)
SHERIN AND LODGEN LLP
101 Federal Street
Boston, MA 02110
Tel: (617) 646-2000
sjshanahan@sherin.com
tpgorman@sherin.com
pdmccarthy@sherin.com
krdroumbakis@sherin.com

Dated: November 12, 2020

CERTIFICATE OF SERVICE

I, Sara Jane Shanahan, certify that a true copy of the above document was served upon the attorney of record for each party by electronic mail only (as agreed and now pursuant to Mass. R. Civ. P. Rule 5(b)) on November 12, 2020.

/s/ Sara Jane Shanahan _____
Sara Jane Shanahan

EXHIBIT 1

SHARED APPRECIATION MORTGAGE

DISCLOSURE STATEMENT

This Disclosure Statement describes the terms, conditions and restrictions that apply to potential homebuyers who will participate in the SHARED APPRECIATION MORTGAGE PROGRAM (“SAM”). Everyone who obtains a Mortgage Loan through AURA MORTGAGE ADVISORS, LLC which requires a SAM is required to acknowledge at the time of pre-application that they have read this Disclosure Statement and understand the restrictions imposed on them during the time they own their home and in the event they decide to sell their home.

1. Program Overview

This program is a private initiative designed to increase affordable housing opportunities for low and moderate-income homebuyers. The Program has been developed by NSP Lending, LLC a division of Boston Community Capital. If the Borrower(s) shall sell, convey, transfer, assign or alienate said Property, or any part thereof, or any interest therein, or shall be divested of his/her or their title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of NSP Residential, LLC, being first had and obtained, NSP Residential, LLC shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the Maturity Date or the Maturity Date specified in any note evidencing the same, immediately due and payable.

The Program provides for a second mortgage to be recorded which mandates a shared appreciation percentage in the event the home is sold or refinanced. The Shared Appreciation amount is calculated by the following formula: The homeowner's share of increased equity is the base purchase price paid by NSP multiplied by 125% which becomes the base purchase price to the homeowner/buyer – divided by the total amount of the Original Price of the Property. This percentage is the amount of equity which is the homeowners.. The difference between this percentage amount and 100% is the Shared Percentage Amount which will be allotted to NSP Residential, LLC.

The home owner is not required to make any payments on the SAM or Note during the mortgage term.

2. Program Requirements and Restrictions.

The Program requires that you agree to execute all loan documents required by AURA Mortgage Advisors, LLC such as first mortgage documents as well as the SAM mortgage and Note, at the time of closing. It is a general requirement that you must use the home you purchase under this Program as your primary residence. If you have any difficulty paying your mortgage loan at any time in the future, AURA may be able to offer assistance to assist you with your financial difficulties.

3. Acknowledgements

I/We acknowledge that I/We have read this Disclosure Statement and that I/We understand the benefits and restrictions of the Program. Including that the amount of any equity I/We may receive on a future sale will be less than one hundred percent (100%). I/We acknowledge that AURA is relying upon the truth and accuracy of the information contained in my/our loan application and in the other documents and information I/We submitted to AURA, including information pertaining to my/our income, household size and household income, assets, and liabilities in determining my eligibility to participate in the Program.

I /We warrant and represent to AURA Mortgage Advisors, LLC and NSP Residential, LLC, under pains and penalties of perjury, that the financial information accurately, completely and fairly reflects my/our financial condition at the time submitted.

4. Affiliated Business Relationship

AURA Mortgage Advisors, LLC has a business relationship with NSP Residential, LLC; in that both entities are subsidiaries of Boston Community Capital. Because of this relationship, this transaction may provide AURA Mortgage Advisors, LLC , and/or NSP Residential LLC with a financial or other benefit.

_____	<u>Anthony Oates</u>	<u>12/28/2011</u>
Witness	Borrower	Date
_____	<u>Margaret J. Oates</u>	<u>12/28/2011</u>
Witness	Borrower	Date

EXHIBIT 2

SHARED APPRECIATION MORTGAGE

DISCLOSURE STATEMENT

This Disclosure Statement describes the terms, conditions and restrictions that apply to potential homebuyers who will participate in the SHARED APPRECIATION MORTGAGE PROGRAM ("SAM"). Everyone who obtains a Mortgage Loan through AURA MORTGAGE ADVISORS, LLC which requires a SAM is required to acknowledge at the time of pre-application that they have read this Disclosure Statement and understand the restrictions imposed on them during the time they own their home and in the event they decide to sell their home.

1. Program Overview

This program is a private initiative designed to increase affordable housing opportunities for low and moderate-income homebuyers. The Program has been developed by NSP Lending, LLC a division of Boston Community Capital. If the Borrower(s) shall sell, convey, transfer, assign or alienate said Property, or any part thereof, or any interest therein, or shall be divested of his/her or their title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of NSP Residential, LLC, being first had and obtained, NSP Residential, LLC shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the Maturity Date or the Maturity Date specified in any note evidencing the same, immediately due and payable.

The Program provides for a second mortgage to be recorded which mandates a shared appreciation percentage in the event the home is sold or refinanced. The Shared Appreciation amount is calculated by the following formula: The homeowner's share of increased equity is the base purchase price paid by NSP multiplied by 1.25% which becomes the base purchase price to the homeowner/buyer -divided by the total amount of the Original Price of the Property. This percentage is the amount of equity percent which is the homebuyers. The difference between this percentage amount and 100% is the Shared Percentage Amount which will be allotted to NSP Residential, LLC.

The home owner is not required to make any payments on the SAM or Note during the mortgage term.

2. Program Requirements and Restrictions.

The Program requires that you agree to execute all loan documents required by AURA Mortgage Advisors, LLC such as first mortgage documents as well as the SAM mortgage and Note, at the time of closing. It is a general requirement that you must use the home you purchase under this Program as your primary residence. If you have any difficulty paying your mortgage loan at any time in the future, AURA may be able to offer assistance to assist you with your financial difficulties.

3. Acknowledgements

I/We acknowledge that I/We have read this Disclosure Statement and that I/We understand the benefits and restrictions of the Program. Including that the amount of any equity I/We may receive on a future sale will be less than one hundred percent (100%). I/We acknowledge that AURA is relying upon the truth and accuracy of the information contained in my/our loan application and in the other documents and information I/We submitted to AURA, including information pertaining to my/our income, household size and household income, assets, and liabilities in determining my eligibility to participate in the Program.

I /We warrant and represent to AURA Mortgage Advisors, LLC and NSP Residential, LLC, under pains and penalties of perjury, that the financial information accurately, completely and fairly reflects my/our financial condition at the time submitted.

4. Affiliated Business Relationship

AURA Mortgage Advisors, LLC has a business relationship with NSP Residential, LLC; in that both entities are subsidiaries of Boston Community Capital. Because of this relationship, this transaction may provide AURA Mortgage Advisors, LLC , and/or NSP Residential LLC with a financial or other benefit.



Witness


11/15/10

Borrower

Date

Witness

Borrower

Date

EXHIBIT 3



SHARED APPRECIATION MORTGAGE

DISCLOSURE STATEMENT

This Disclosure Statement describes the terms, conditions and restrictions that apply to potential homebuyers who will participate in the SHARED APPRECIATION MORTGAGE PROGRAM (“SAM”). Everyone who obtains a Mortgage Loan through AURA MORTGAGE ADVISORS, LLC which requires a SAM is required to acknowledge at the time of pre-application that they have read this Disclosure Statement and understand the restrictions imposed on them during the time they own their home and in the event they decide to sell their home.

1. Program Overview

This program is a private initiative designed to increase affordable housing opportunities for low and moderate-income homebuyers. The Program has been developed by NSP Lending, LLC a division of Boston Community Capital. If the Borrower(s) shall sell, convey, transfer, assign or alienate said Property, or any part thereof, or any interest therein, or shall be divested of his/her or their title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of NSP Residential, LLC, being first had and obtained, NSP Residential, LLC shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the Maturity Date or the Maturity Date specified in any note evidencing the same, immediately due and payable.

The Program provides for a second mortgage to be recorded which mandates a shared appreciation percentage in the event the home is sold or refinanced. The Shared Appreciation amount is calculated by the following formula: The homeowner’s share of increased equity is the base purchase price paid by NSP multiplied by 125% which becomes the base purchase price to the homeowner/buyer – divided by the total amount of the Original Price of the Property. This percentage is the amount of equity which is the homeowners.. The difference between this percentage amount and 100% is the Shared Percentage Amount which will be allotted to NSP Residential, LLC.

The home owner is not required to make any payments on the SAM or Note during the mortgage term.

2. Program Requirements and Restrictions.

The Program requires that you agree to execute all loan documents required by AURA Mortgage Advisors, LLC such as first mortgage documents as well as the SAM mortgage and Note, at the time of closing. It is a general requirement that you must use the home you purchase under this Program as your primary residence. If you have any difficulty paying your mortgage loan at any time in the future, AURA may be able to offer assistance to assist you with your financial difficulties.

3. Acknowledgements

I/We acknowledge that I/We have read this Disclosure Statement and that I/We understand the benefits and restrictions of the Program. Including that the amount of any equity I/We may receive on a future sale will be less than one hundred percent (100%). I/We acknowledge that AURA is relying upon the truth and accuracy of the information contained in my/our loan application and in the other documents and information I/We submitted to AURA, including information pertaining to my/our income, household size and household income, assets, and liabilities in determining my eligibility to participate in the Program.

I/We warrant and represent to AURA Mortgage Advisors, LLC and NSP Residential, LLC, under pains and penalties of perjury, that the financial information accurately, completely and fairly reflects my/our financial condition at the time submitted.

4. Affiliated Business Relationship

AURA Mortgage Advisors, LLC has a business relationship with NSP Residential, LLC; in that both entities are subsidiaries of Boston Community Capital. Because of this relationship, this transaction may provide AURA Mortgage Advisors, LLC , and/or NSP Residential LLC with a financial or other benefit.

Witness

Nadeelle M. Thomas 11-9-2011

Borrower

Date

Witness

Borrower

Date

EXHIBIT 4

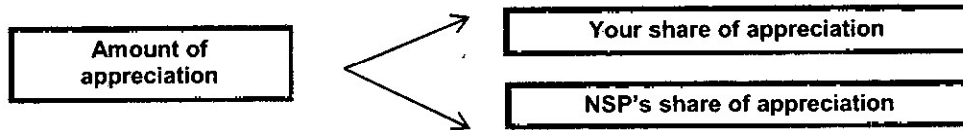
HOW THE SHARED APPRECIATION MORTGAGE WORKS

Loan Number: 15089285

Property Address: 12 Leroy Street, Fitchburg, MA 01420

You will be required to sign an additional Shared Appreciation Mortgage and Note mandating that any increase in the value of your property at the time of a future sale or refinance is shared between you and NSP Residential, LLC ("NSP"), which buys and sells properties for the SUN Initiative. NSP's share will be reinvested in the SUN program to help others.

The Shared Appreciation Mortgage requires that any appreciation in the value of your property when your home is sold or refinanced in the future is shared between you and NSP:



The amount of appreciation will be any increase in the value of your property from the time NSP sells your home back to you (the date of your Aura Mortgage Advisors' loan closing) until the time of the refinance or sale of your home:

$$\boxed{\text{Amount of appreciation}} = \boxed{\text{Appraised value of your home at the time of future sale or refinance}} - \boxed{\text{NSP's cost to purchase your home (Purchase Price + NSP's Closing Costs) + Loan Loss Reserve}}$$

Your percentage of the shared appreciation will be based on the amount your previous mortgage debt has been reduced. It is calculated using the following formula:

$$\boxed{\text{Your percentage of appreciation}} = \boxed{\text{NSP's cost to purchase your home (Purchase Price + NSP's Closing Costs) + Loan Loss Reserve}} \div \boxed{\begin{array}{l} \text{If a short sale, the principal} \\ \text{balance of your mortgage(s)} \\ \text{being paid off} \\ \text{or} \\ \text{The principal balance of} \\ \text{your mortgage(s) at the time} \\ \text{of your foreclosure} \end{array}}$$

The Shared Appreciation Mortgage will apply when you sell your home or refinance in the future.

If you refinance and do not receive any cash out, we *may*, with proper notice, agree to subordinate (take second lien position) the Shared Appreciation Mortgage to your new mortgage.

You will not be required to make any payments on the Shared Appreciation Mortgage or Note during the mortgage term.

If you are receiving a grant, your loan loss reserve will be reduced by that amount.



I/We acknowledge that I/we have read this Shared Appreciation Mortgage disclosure statement and that I/we understand the benefits and restrictions of the program. I/We understand and acknowledge that the amount of any appreciation I/we may receive on a future sale or refinance will be less than one hundred percent (<100%) with the balance to be shared with NSP.

Robert Cormier 10/7/15
Robert A. Cormier Date

Maureen E. Cormier 10/7/15
Maureen E. Cormier Date

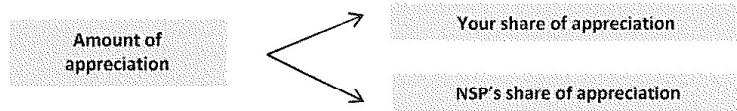




How the Shared Appreciation Mortgage Works

You are required to sign an additional Shared Appreciation Mortgage and Note mandating that any increase in the value of your property at the time of a future sale or refinance is shared between you and NSP Residential, LLC ("NSP"), which buys and sells properties for the SUN Initiative. NSP's share will be reinvested in the SUN program to help others.

The Shared Appreciation Mortgage requires that any appreciation in the value of your property when your home is sold or refinanced in the future is shared between you and NSP:



The amount of appreciation will be any increase in the value of your property from the time NSP sells your home back to you (the date of your Aura Mortgage loan closing) until the time of the refinance or sale of your home:

$$\text{Amount of appreciation} = \text{Appraised value of your home at the time of future sale or refinance} - \text{NSP's cost to purchase your home (Purchase Price + NSP's Closing Costs) + Loan Loss Reserve}$$

Your percentage of the shared appreciation is based on the amount your previous mortgage debt has been reduced. It is calculated using the following formula:

$$\text{Your percentage of appreciation} = \frac{\text{NSP's cost to purchase your home (Purchase Price + NSP's Closing Costs) + Loan Loss Reserve}}{\text{If a short sale, the principal balance of your mortgage(s) being paid off or The principal balance of your mortgage(s) at the time of your foreclosure}}$$

The Shared Appreciation Mortgage will apply when you sell your home or refinance in the future.

If you refinance and do not receive any cash out, we *may*, with proper notice, agree to subordinate (take second lien position) the Shared Appreciation Mortgage to your new mortgage.

You will not be required to make any payments on the Shared Appreciation Mortgage or Note during the mortgage term.

*If you are receiving a grant, your loan loss reserve will be reduced by that amount.





How the Shared Appreciation Mortgage Works

I/We acknowledge that I/we have read this Shared Appreciation Mortgage disclosure statement and that I/we understand the benefits and restrictions of the program. I/We understand and acknowledge that the amount of any appreciation I/we may receive on a future sale or refinance will be less than one hundred percent (<100%) with the balance to be shared with NSP.

Robert A. Cormier 6/29/16
Robert A. Cormier Date

Maureen E. Cormier 6/29/16
Maureen E. Cormier Date



EXHIBIT 5



Shared Appreciation Mortgage Disclosure

You will be required to sign an additional Shared Appreciation Mortgage and Note mandating that any increase in the value of your property at the time of a future sale or refinance is shared between you and NSP Residential, LLC ("NSP"), which buys and sells properties for the SUN Initiative. NSP's share will be reinvested in the SUN program to help others.

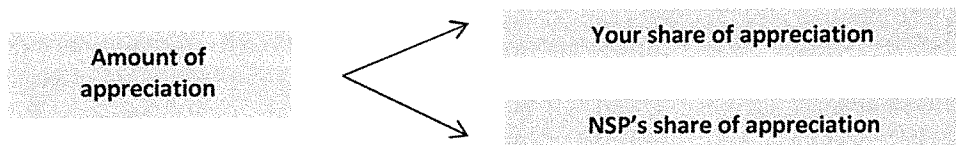
The amount of appreciation will be any increase in the value of your property from the time NSP sells your home back to you (the date of your Aura Mortgage loan closing) until the time of the refinance or sale of your home:

$$\begin{array}{l}
 \text{Appraised value of your} \\
 \text{home at the time of} \\
 \text{future sale or refinance}
 \end{array}
 -
 \begin{array}{l}
 \text{NSP's cost to purchase} \\
 \text{your home (Purchase} \\
 \text{Price + NSP's Closing} \\
 \text{Costs)} \\
 + \text{ Loan Loss Reserve}
 \end{array}
 =
 \begin{array}{l}
 \text{Amount of} \\
 \text{appreciation}
 \end{array}$$

Your percentage of the shared appreciation is based on the amount your previous mortgage debt has been reduced. It is calculated using the following formula:

$$\begin{array}{l}
 \text{NSP's cost to purchase} \\
 \text{your home (Purchase} \\
 \text{Price + NSP's Closing} \\
 \text{Costs)} \\
 + \text{ Loan Loss Reserve}
 \end{array}
 \div
 \begin{array}{l}
 \text{If a short sale, the principal} \\
 \text{balance of your mortgage(s)} \\
 \text{being paid off} \\
 \text{or} \\
 \text{The principal balance of your} \\
 \text{mortgage(s) at the time of} \\
 \text{your foreclosure}
 \end{array}
 =
 \begin{array}{l}
 \text{Your percentage of any} \\
 \text{appreciation in value of} \\
 \text{your property}
 \end{array}$$

The Shared Appreciation Mortgage requires that any appreciation in the value of the property when your home is sold or refinanced in the future is shared between you and NSP:



The Shared Appreciation Mortgage will apply when you sell your home or refinance in the future.

If you refinance and do not receive any cash out, we *may*, with proper notice, agree to subordinate (take second lien position) the Shared Appreciation Mortgage to your new mortgage.

You will not be required to make any payments on the Shared Appreciation Mortgage or Note during the mortgage term.

*If you are receiving a grant, your loan loss reserve mark-up will be reduced by that amount.



Shared Appreciation Mortgage Disclosure

I/We acknowledge that I/we have read this Shared Appreciation Mortgage Disclosure Statement and that I/we understand the benefits and restrictions of the Program. I/We understand and acknowledge that the amount of any appreciation I/we may receive on a future sale or refinance will be less than one hundred percent (<100%) with the balance to be shared with NSP.

Cheryl Ortiz 7-19-13 Jane K. Saleh
Borrower Date Witness

Grant D. S. 7/19/13 Jane K. Saleh
Borrower Date Witness

How the Shared Appreciation Mortgage Works

You are required to sign an additional Shared Appreciation Mortgage and Note mandating that any increase in the value of your property at the time of a future sale or refinance is shared between you and NSP Residential, LLC ("NSP"), which buys and sells properties for the SUN Initiative. NSP's share will be reinvested in the SUN program to help others.

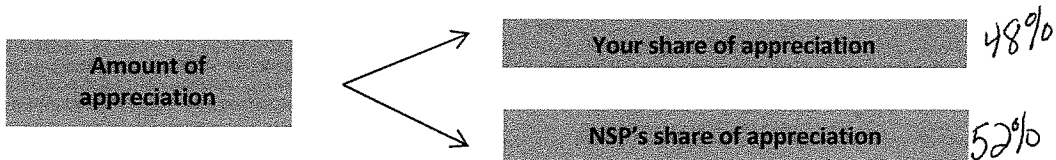
The amount of appreciation will be any increase in the value of your property from the time NSP sells your home back to you (the date of your Aura Mortgage loan closing) until the time of the refinance or sale of your home:

$$\begin{array}{ccc}
 \boxed{\text{Appraised value of your home at the time of future sale or refinance}} & - & \boxed{\text{NSP's cost to purchase your home (Purchase Price + Loan Loss Reserve Mark-up + NSP's Closing Costs)}} \\
 & & = \\
 & & \boxed{\text{Amount of appreciation}}
 \end{array}$$

Your percentage of the shared appreciation is based on the amount your previous mortgage debt has been reduced. It is calculated using the following formula:

$$\begin{array}{ccc}
 \boxed{\text{NSP's cost to purchase your home (Purchase Price + Loan Loss Reserve Mark-up + NSP's Closing Costs)}} & \div & \boxed{\begin{array}{c} \text{If a short sale, the principal balance of your mortgage(s) being paid off} \\ \text{or} \\ \text{The principal balance of your mortgage(s) at the time of your foreclosure} \end{array}} \\
 & & = \\
 & & \boxed{\text{Your percentage of any appreciation in value of your property}}
 \end{array}$$

The Shared Appreciation Mortgage requires that any appreciation in the value of the property when your home is sold or refinanced in the future is shared between you and NSP:



The Shared Appreciation Mortgage will apply when you sell your home or refinance in the future.

If you refinance and do not receive any cash out, we *may*, with proper notice, agree to subordinate (take second lien position) the Shared Appreciation Mortgage to your new mortgage.

You will not be required to make any payments on the Shared Appreciation Mortgage or Note during the mortgage term.

*If you are receiving a grant, your loan loss reserve mark-up will be reduced by that amount.

CD
 Q6

EXHIBIT 6

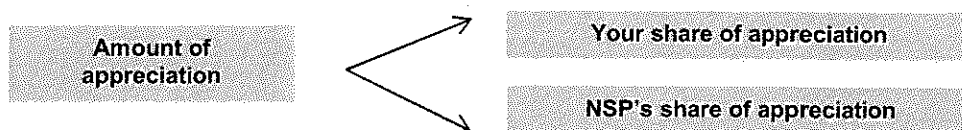
HOW THE SHARED APPRECIATION MORTGAGE WORKS

Loan Number: 15068963

Property Address: 122 Mayhill Road, Monson, MA 01057

You will be required to sign an additional Shared Appreciation Mortgage and Note mandating that any increase in the value of your property at the time of a future sale or refinance is shared between you and NSP Residential, LLC ("NSP"), which buys and sells properties for the SUN Initiative. NSP's share will be reinvested in the SUN program to help others.

The Shared Appreciation Mortgage requires that any appreciation in the value of your property when your home is sold or refinanced in the future is shared between you and NSP:



The amount of appreciation will be any increase in the value of your property from the time NSP sells your home back to you (the date of your Aura Mortgage Advisors loan closing) until the time of the refinance or sale of your home:

$$\text{Amount of appreciation} = \text{Appraised value of your home at the time of future sale or refinance} - \text{NSP's cost to purchase your home (Purchase Price + NSP's Closing Costs) + Loan Loss Reserve}$$

Your percentage of the shared appreciation will be based on the amount your previous mortgage debt has been reduced. It is calculated using the following formula:

$$\text{Your percentage of appreciation} = \frac{\text{NSP's cost to purchase your home (Purchase Price + NSP's Closing Costs) + Loan Loss Reserve}}{\text{If a short sale, the principal balance of your mortgage(s) being paid off or The principal balance of your mortgage(s) at the time of your foreclosure}}$$

The Shared Appreciation Mortgage will apply when you sell your home or refinance in the future.

If you refinance and do not receive any cash out, we *may*, with proper notice, agree to subordinate (take second lien position) the Shared Appreciation Mortgage to your new mortgage.

You will not be required to make any payments on the Shared Appreciation Mortgage or Note during the mortgage term.

If you are receiving a grant, your loan loss reserve will be reduced by that amount.



I/We acknowledge that I/we have read this Shared Appreciation Mortgage disclosure statement and that I/we understand the benefits and restrictions of the program. I/We understand and acknowledge that the amount of any appreciation I/we may receive on a future sale or refinance will be less than one hundred percent (<100%) with the balance to be shared with NSP.

Larry J. Meilleur 3-26-2016
Larry J. Meilleur Date

Marlene Meilleur 3-26-2016
Marlene C. Meilleur Date

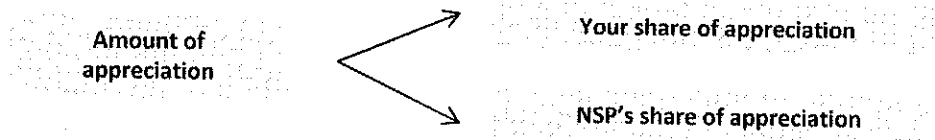




How the Shared Appreciation Mortgage Works

You are required to sign an additional Shared Appreciation Mortgage and Note mandating that any increase in the value of your property at the time of a future sale or refinance is shared between you and NSP Residential, LLC ("NSP"), which buys and sells properties for the SUN Initiative. NSP's share will be reinvested in the SUN program to help others.

The Shared Appreciation Mortgage requires that any appreciation in the value of your property when your home is sold or refinanced in the future is shared between you and NSP:



The amount of appreciation will be any increase in the value of your property from the time NSP sells your home back to you (the date of your Aura Mortgage loan closing) until the time of the refinance or sale of your home:

$$\text{Amount of appreciation} = \text{Appraised value of your home at the time of future sale or refinance} - \text{NSP's cost to purchase your home (Purchase Price + NSP's Closing Costs) + Loan Loss Reserve}$$

Your percentage of the shared appreciation is based on the amount your previous mortgage debt has been reduced. It is calculated using the following formula:

$$\text{Your percentage of appreciation} = \frac{\text{NSP's cost to purchase your home (Purchase Price + NSP's Closing Costs) + Loan Loss Reserve}}{\text{If a short sale, the principal balance of your mortgage(s) being paid off or The principal balance of your mortgage(s) at the time of your foreclosure}}$$

The Shared Appreciation Mortgage will apply when you sell your home or refinance in the future.

If you refinance and do not receive any cash out, we *may*, with proper notice, agree to subordinate (take second lien position) the Shared Appreciation Mortgage to your new mortgage.

You will not be required to make any payments on the Shared Appreciation Mortgage or Note during the mortgage term.

*If you are receiving a grant, your loan loss reserve will be reduced by that amount.



dfm
mc m



How the Shared Appreciation Mortgage Works

I/We acknowledge that I/we have read this Shared Appreciation Mortgage disclosure statement and that I/we understand the benefits and restrictions of the program. I/We understand and acknowledge that the amount of any appreciation I/we may receive on a future sale or refinance will be less than one hundred percent (<100%) with the balance to be shared with NSP.

Larry J. Meilleur 3-9-17
Larry J. Meilleur Date

Marlene C. Meilleur 3-9-17
Marlene C. Meilleur Date



EXHIBIT 7

HOW THE SHARED APPRECIATION MORTGAGE WORKS

Loan Number: 16071791

Property Address: 1 Weldon Drive, Millbury, MA 01527

You will be required to sign an additional Shared Appreciation Mortgage and Note mandating that any increase in the value of your property at the time of a future sale or refinance is shared between you and NSP Residential, LLC (“NSP”), which buys and sells properties for the SUN Initiative. NSP’s share will be reinvested in the SUN program to help others.

The Shared Appreciation Mortgage requires that any appreciation in the value of your property when your home is sold or refinanced in the future is shared between you and NSP:



The amount of appreciation will be any increase in the value of your property from the time NSP sells your home back to you (the date of your Aura Mortgage Advisors loan closing) until the time of the refinance or sale of your home:

$$\text{Amount of appreciation} = \text{Appraised value of your home at the time of future sale or refinance} - \text{NSP's cost to purchase your home (Purchase Price + NSP's Closing Costs) + Loan Loss Reserve}$$

Your percentage of the shared appreciation will be based on the amount your previous mortgage debt has been reduced. It is calculated using the following formula:

$$\text{Your percentage of appreciation} = \frac{\text{NSP's cost to purchase your home (Purchase Price + NSP's Closing Costs) + Loan Loss Reserve}}{\text{If a short sale, the principal balance of your mortgage(s) being paid off or The principal balance of your mortgage(s) at the time of your foreclosure}}$$

The Shared Appreciation Mortgage will apply when you sell your home or refinance in the future.

If you refinance and do not receive any cash out, we *may*, with proper notice, agree to subordinate (take second lien position) the Shared Appreciation Mortgage to your new mortgage.

You will not be required to make any payments on the Shared Appreciation Mortgage or Note during the mortgage term.

If you are receiving a grant, your loan loss reserve will be reduced by that amount.



I/We acknowledge that I/we have read this Shared Appreciation Mortgage disclosure statement and that I/we understand the benefits and restrictions of the program. I/We understand and acknowledge that the amount of any appreciation I/we may receive on a future sale or refinance will be less than one hundred percent (<100%) with the balance to be shared with NSP.

DocuSigned by:
Deborah A. Desimone
96900F23CD934F0...

7/27/2016 | 10:24:43 PDT

Deborah A. Desimone

Date

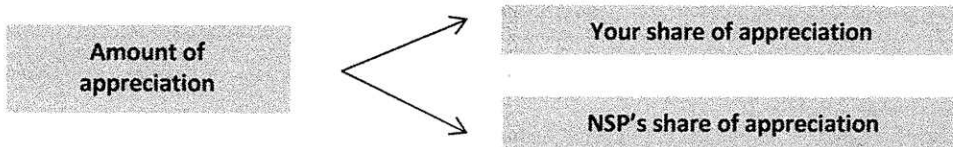
Date



How the Shared Appreciation Mortgage Works

You are required to sign an additional Shared Appreciation Mortgage and Note mandating that any increase in the value of your property at the time of a future sale or refinance is shared between you and NSP Residential, LLC ("NSP"), which buys and sells properties for the SUN Initiative. NSP's share will be reinvested in the SUN program to help others.

The Shared Appreciation Mortgage requires that any appreciation in the value of your property when your home is sold or refinanced in the future is shared between you and NSP:



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Deborah A Desimone by Francis P Desimone 1-4-17
Deborah A. Desimone Power of Attorney Date

Date



EXHIBIT 8

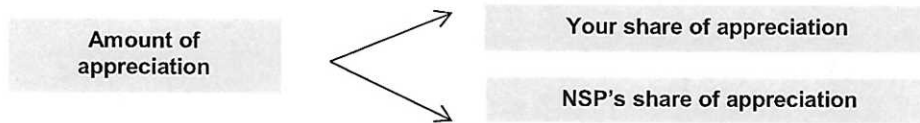
HOW THE SHARED APPRECIATION MORTGAGE WORKS

Loan Number: 18056307

Property Address: 24 Delawanda Drive, Worcester, MA 01603

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Ronald V. Dolat Sr. 
Date



Christine M. Dolat 
Date





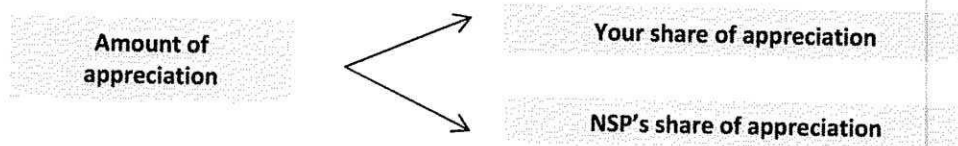
AURA Mortgage Advisors

Affiliate of BLUEHUB Capital

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Ronald V. Dolat Sr.

2/7/19

Date

Christine M. Dolat

2-7-19

Date



EXHIBIT 9

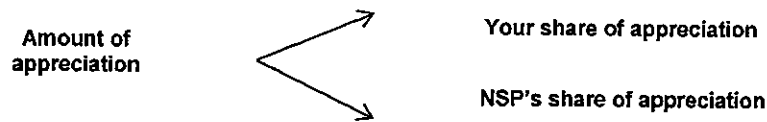
HOW THE SHARED APPRECIATION MORTGAGE WORKS

Loan Number: 18107571

Property Address: 121 Highland Street, Athol, MA 01331

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Cheryl D. L'Ecuier 11-20-18
Cheryl D. L'Ecuier Date

Peter L. L'Ecuier 11-20-18
Peter L. L'Ecuier Date





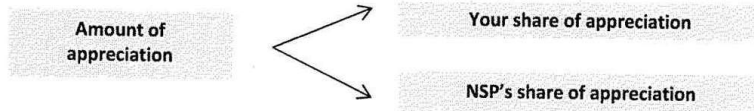
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Cheryl D. L'Ecuyer
Cheryl D. L'Ecuyer

7/31/2019
Date

Peter L. L'Ecuyer
Peter L. L'Ecuyer

7/31/19
Date



EXHIBIT 10

SHARED APPRECIATION MORTGAGE

DISCLOSURE STATEMENT

This Disclosure Statement describes the terms, conditions and restrictions that apply to potential homebuyers who will participate in the SHARED APPRECIATION MORTGAGE PROGRAM (“SAM”). Everyone who obtains a Mortgage Loan through AURA MORTGAGE ADVISORS, LLC which requires a SAM is required to acknowledge at the time of pre-application that they have read this Disclosure Statement and understand the restrictions imposed on them during the time they own their home and in the event they decide to sell their home.

1. Program Overview

This program is a private initiative designed to increase affordable housing opportunities for low and moderate-income homebuyers. The Program has been developed by NSP Lending, LLC a division of Boston Community Capital. If the Borrower(s) shall sell, convey, transfer, assign or alienate said Property, or any part thereof, or any interest therein, or shall be divested of his/her or their title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of NSP Residential, LLC, being first had and obtained, NSP Residential, LLC shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the Maturity Date or the Maturity Date specified in any note evidencing the same, immediately due and payable.

The Program provides for a second mortgage to be recorded which mandates a shared appreciation percentage in the event the home is sold or refinanced. The Shared Appreciation amount is calculated by the following formula: The homeowner's share of increased equity is the base purchase price paid by NSP multiplied by 125% which becomes the base purchase price to the homeowner/buyer – divided by the total amount of the Original Price of the Property. This percentage is the amount of equity which is the homeowners.. The difference between this percentage amount and 100% is the Shared Percentage Amount which will be allotted to NSP Residential, LLC.

The home owner is not required to make any payments on the SAM or Note during the mortgage term.

2. Program Requirements and Restrictions.

The Program requires that you agree to execute all loan documents required by AURA Mortgage Advisors, LLC such as first mortgage documents as well as the SAM mortgage and Note, at the time of closing. It is a general requirement that you must use the home you purchase under this Program as your primary residence. If you have any difficulty paying your mortgage loan at any time in the future, AURA may be able to offer assistance to assist you with your financial difficulties.

3. Acknowledgements

I/We acknowledge that I/We have read this Disclosure Statement and that I/We understand the benefits and restrictions of the Program. Including that the amount of any equity I/We may receive on a future sale will be less than one hundred percent (100%). I/We acknowledge that AURA is relying upon the truth and accuracy of the information contained in my/our loan application and in the other documents and information I/We submitted to AURA, including information pertaining to my/our income, household size and household income, assets, and liabilities in determining my eligibility to participate in the Program.

I /We warrant and represent to AURA Mortgage Advisors, LLC and NSP Residential, LLC, under pains and penalties of perjury, that the financial information accurately, completely and fairly reflects my/our financial condition at the time submitted.

4. Affiliated Business Relationship

AURA Mortgage Advisors, LLC has a business relationship with NSP Residential, LLC; in that both entities are subsidiaries of Boston Community Capital. Because of this relationship, this transaction may provide AURA Mortgage Advisors, LLC , and/or NSP Residential LLC with a financial or other benefit.

_____ Carl Rodon 06-28-12

Witness Borrower Date

_____ Rodon 06-28-12

Witness Borrower Date