

EDWARDS ANGELL PALMER & DODGE LLP

111 Huntington Avenue Boston, MA 02199 617.239.0100 fax 617.227.4420 eapdlaw.com

DRAFT

February __, 2010

[Insert Foundation Purchaser's name and address]

SUN Initiative Financing, LLC
c/o Boston Community Capital
56 Warren Street
Boston, MA 02119-3236
Attn: Elyse D. Cherry

Re: Investment in Stabilize Urban Neighborhoods (SUN) Initiative

Ladies and Gentlemen:

We are furnishing this opinion letter to you pursuant to the Amended and Restated Note Purchase Agreement dated as of February 19, 2010 (the "Purchase Agreement") among SUN Initiative Financing LLC, a Massachusetts limited liability company (the "Company") and the Purchasers party thereto. Capitalized terms that are defined in the Purchase Agreement and not otherwise defined in this opinion letter are used in this opinion letter as so defined.

We have acted as special counsel to the Company in connection with the preparation of the Purchase Agreement and the Notes being delivered by the Company today under the Purchase Agreement (which agreements and instruments are referred to collectively in this opinion letter as the "Transaction Documents").

We have reviewed such documents and made such examination of law as we have deemed appropriate to give the opinions set forth below. We have relied, without independent verification, on certificates of public officials and, as to matters of fact material to our opinions, on representations made in the Transaction Documents and certificates and other inquiries of officers of the Company.

When used in this opinion, the phrase "to our knowledge" or an equivalent phrase limits the statements it qualifies to the actual knowledge of the lawyers in this firm responsible for preparing this opinion after such inquiry as they deemed appropriate.

The opinions set forth below are limited to Massachusetts law and the federal law of the United States.

Based upon the foregoing and subject to the additional qualifications set forth below, we are of the opinion that:

1. The Company is validly existing as a limited liability company and in good standing under Massachusetts law and has the power to execute and deliver the Transaction Documents and to perform its obligations thereunder.

[Insert Foundation Purchaser Name]

SUN Initiative Financing, LLC

February __, 2010

Page 2

2. The Company has duly authorized, executed and delivered the Transaction Documents, and such Transaction Documents constitute its valid and binding obligations enforceable against it in accordance with their terms.

3. The execution and delivery by the Company of the Transaction Documents do not and the performance by it of its obligations thereunder will not (i) violate Massachusetts or federal law, (ii) violate any court order, judgment or decree applicable to it and known to us, or (iii) violate its limited liability company agreement or certificate of organization.

4. No consent, approval, license or exemption by, order or authorization of, or filing, recording or registration with any governmental authority is required to be obtained or made by the Company in connection with the execution and delivery of the Transaction Documents or the performance by it of its obligations thereunder.

5. To our knowledge, no action, suit, investigation or proceeding to which the Company is a party is pending or is overtly threatened in writing against the Company that places in question the validity or enforceability of, or seeks to enjoin the performance of, the Transaction Documents.

Our opinions above are subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general application affecting the rights and remedies of creditors and to general principles of equity.

We express no opinion as to:

(a) the effect of any provision of the Transaction Documents that increases the rate of interest or imposes a fee upon any default, to the extent any of which is determined to be a penalty;

(b) the enforceability of any provision of the Transaction Documents providing for collection of interest on interest;

(c) the effect of any provision of the Transaction Documents waiving any legal right, to the extent such waiver would violate public policy;

(d) local or state laws governing licenses, permits and approvals necessary for the conduct of Company's business; and

(e) any state or federal securities laws.

This opinion letter shall be interpreted in accordance with the Legal Opinion Principles issued by the Committee on Legal Opinions of the American Bar Association's Section of Business Law as published in 53 Business Lawyer 831 (May 1998).

[Insert Foundation Purchaser Name]

SUN Initiative Financing, LLC

February __, 2010

Page 3

DRAFT

This opinion letter is intended solely for the benefit of the parties to whom it is addressed and may not be relied upon by anyone else without our written consent. We express no opinion as to any matter other than as expressly set forth above, and no other opinion is intended to be implied or may be inferred. The opinions expressed herein are given as of the date hereof, and we undertake no obligation, and hereby disclaim any obligation, to advise you of any facts or circumstances which hereafter may come to our attention or any changes in law which hereafter may occur.

Sincerely yours,

EDWARDS ANGELL PALMER & DODGE LLP