
AMENDED AND RESTATED NOTE PURCHASE AGREEMENT

DATED AS OF FEBRUARY 19, 2010

BY AND AMONG

SUN INITIATIVE FINANCING LLC

AND

THE PURCHASERS IDENTIFIED ON SCHEDULES I AND II HERETO

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AMENDED AND RESTATED NOTE PURCHASE AGREEMENT

This Amended and Restated Note Purchase Agreement (this "Agreement"), dated as of February 19, 2010 is made by and among SUN Initiative Financing LLC, a Massachusetts limited liability company (the "Company"), the original purchasers identified on Schedule I attached hereto (the "Original Purchasers") and the additional purchasers identified on Schedule II attached hereto, as amended from time to time in accordance with the terms hereof (the "Additional Purchasers"). The Original Purchasers and the Additional Purchasers are collectively referred to herein as the "Purchasers" and each individually as a "Purchaser." The Additional Purchasers shall become a party to this Agreement only upon due execution of this Agreement at the Additional Closings (as defined in Section 2.2 herein). This Agreement amends and restates in its entirety that certain Note Purchase Agreement dated as of December 18, 2009 (the "Original Agreement").

WHEREAS, the Company is an affiliate of Boston Community Capital, Inc., a Massachusetts nonprofit corporation whose subsidiaries, NSP Residential LLC, a Massachusetts limited liability company ("NSP") and Aura Mortgage Advisors, LLC, a Massachusetts limited liability company ("Aura"), are founders of the Stabilizing Urban Neighborhoods Initiative (the "SUN Initiative"), which seeks to stop the displacement of families and the neighborhood-destabilizing effects of vacancy and abandonment by, among other things, acquiring and financing foreclosed properties before evictions occur; and

WHEREAS, the Company desires to issue and sell to the Purchasers, and the Purchasers desire to purchase from the Company, notes in the form attached hereto as Exhibit A (the "Notes"), representing commitments to make advances to the Company from time to time in the aggregate principal amount of up to \$50,000,000 (the "Advances") on the terms and subject to the conditions set forth in this Agreement to finance the activities of the Company, NSP and Aura in connection with the SUN Initiative, including, without limitation, (i) purchasing mortgage loans at risk of default and restructuring such loans to make them more affordable to the mortgagors; (ii) purchasing properties following foreclosure or similar action by existing mortgagees and reselling such properties to the former occupants or homeowners in exchange for reduced mortgage obligations, selling such properties to new purchasers or renting such properties; (iii) financing other purchases and sales of real property; (iv) providing residential mortgage financing; (v) selling and refinancing the assets acquired pursuant to the SUN Initiative, in capital markets transactions or otherwise; and (vi) paying for program administration costs and expenses.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Purchasers, intending to be legally bound, hereby agree as follows:

ARTICLE I

ISSUANCE OF NOTES; TERMS.

1.1 Authorization of Sale of Notes. Upon the terms and subject to the conditions contained in this Agreement, the Company has authorized the issuance and sale to the Purchasers of Notes representing commitments to make Advances to the Company from time to time in the aggregate principal amount of up to \$50,000,000.

1.2 Sale and Purchase of Notes. At the Closings (as defined in Section 2.2 herein), on the terms and subject to the conditions contained herein, (a) the Company issued to the Original Purchasers the initial Notes (the "Original Notes") on December 18, 2009, representing commitments to make Advances from

time to time in the aggregate principal amount of up to \$10,000,000 as set forth on Schedule I and the Original Purchasers committed to make the Advances as contemplated therein, and (b) the Company shall issue to the Additional Purchasers additional Notes (the "Additional Notes") representing commitments to make Advances from time to time in the aggregate principal amount of up to \$40,000,000, with the names of such Additional Purchasers and the Commitments of such Purchasers to be set forth on Schedule II, as amended from time to time in accordance with Section 2.2 herein, and the Additional Purchasers shall commit to make the Advances as contemplated therein. The maximum principal amount of each Purchaser's Note as set forth on Schedules I and II herein are referred to herein as each such Purchaser's "Commitment."

1.3 Commitments. Each Note shall represent a commitment by the applicable Purchaser to make Advances to the Company in an aggregate amount up to such Purchaser's Commitment, as and to the extent requested by the Company from time to time in accordance with Article III herein. Any notes issued pursuant to the Original Agreement shall be deemed for all purposes to be Notes issued under this Agreement.

1.4 Interest. Subject to the provisions of Section 1.5 herein, the Notes will accrue interest on the outstanding unpaid amount of Advances thereunder at the rate of four and one quarter percent (4.25%) per annum, or such higher rate (for Purchasers who are mission-driven non-profit organizations) or lower rate (for other Purchasers) as may be determined by agreement of the Company and each individual Purchaser based on the requirements of such Purchaser. So long as no Event of Default exists, the blended rate of interest for all Notes issued hereunder shall be approximately 4.25%. Payments of accrued interest shall be made quarterly, in arrears, beginning on March 31, 2010.

1.5 Default Rate of Interest. Upon the occurrence and during the continuance of an Event of Default (as defined in Section 8.1 herein), the entire outstanding unpaid amount of Advances under the Notes and (to the extent permitted by law) any unpaid interest thereon shall bear interest at the rate of six percent (6.0%) per annum or such higher rate (for purchasers who are mission-driven non-profits) or lower rate (for other Purchasers) as may be determined by agreement of the Company and each individual Purchaser based on the requirements of such Purchaser. During the existence of an Event of Default, the blended rate of interest for all Notes issued hereunder shall be approximately 6.0%.

1.6 Maturity. The entire outstanding amount of Advances under each Note, without set-off, deduction or counterclaim, together in each case with all accrued and unpaid interest thereon, shall be due and payable in full on May 30, 2015.

1.7 Payments on the Notes; Prepayments. All payments of principal of and accrued interest on the Notes shall be made by the Company in immediately available funds not later than 2:00 p.m., Boston time, on the date such payment is due, or, if such date is not a business day, then on the next succeeding business day (and such extension of time shall in such case be included in the computation of payment of interest due), at the address of the applicable Purchaser stated herein or at such other address of which the Company shall have received written notice or, at the Company's or Purchaser's election, by wire transfer to such Purchaser in accordance with such Purchaser's written instructions. At any time, the Company may, at its option, prepay all or any portion of the outstanding Notes. All payments (including any prepayments) of principal of and accrued interest on the Notes shall be applied to all Notes pro rata based upon the ratio that the outstanding Advances under each Note bears to the aggregate outstanding Advances under all of the Notes, until all of the Notes are paid in full. The rights of each Purchaser to receive payments of principal and interest under each such Purchaser's respective Notes shall be pari passu with the rights of all the Purchasers to receive payments of principal and interest under all such Purchasers' respective Notes.

1.8 Use of Proceeds. The proceeds of the transactions contemplated hereunder shall be used to finance the activities of the Company, NSP and Aura in connection with the SUN Initiative, including, without limitation, (i) purchasing mortgage loans at risk of default and restructuring such loans to make them more affordable to the mortgagors; (ii) purchasing properties following foreclosure or similar action by existing mortgagees and reselling such properties to the former occupants or homeowners in exchange for reduced mortgage obligations, selling such properties to new purchasers or renting such properties; (iii) financing other purchases and sales of real property; (iv) providing residential mortgage financing; (v) selling and refinancing the assets acquired pursuant to the SUN Initiative, in capital markets transactions or otherwise; and (vi) paying for program administration costs and expenses. The proceeds of the Notes shall not be used to attempt to influence legislation or to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf (or in opposition to) of any candidate for public office.

ARTICLE II

CLOSINGS.

2.1 First Closing. Subject to the satisfaction or waiver of the applicable conditions to closing set forth in Article VI hereof, the first closing (the “First Closing”) hereunder with respect to the issuance and delivery of the Original Notes occurred pursuant to the Original Agreement on December 18, 2009, simultaneously with the execution and delivery of this Agreement by the Company and the Original Purchasers at 1:00 p.m., Boston time, in the offices of Edwards Angell Palmer & Dodge LLP, 111 Huntington Avenue, Boston, Massachusetts 02199.

2.2 Additional Closings. Subject to the satisfaction or waiver of the applicable conditions to closing set forth in Article VI hereof, the Company and the Purchasers agree that at one or more additional closings (the “Additional Closings,” and together with the First Closing, the “Closings,” and each individually, a “Closing”), the Company may issue and sell Additional Notes representing commitments to make Advances of up to an aggregate of \$40,000,000 to one or more Additional Purchasers who shall be “accredited investors,” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”); provided, however, that the Additional Closings shall occur on or before May 30, 2010 or such later date as may be agreed upon by a majority-in-interest of the Purchasers, based on the aggregate face principal amount of the Notes then issued and outstanding (the “Majority Purchasers”). The Company and the Purchasers further agree that at each Additional Closing (a) Schedule II of this Agreement shall automatically be amended to provide for the issuance of the Additional Notes to the Additional Purchasers under the terms and conditions of this Agreement and (b) any Additional Purchasers that are not Original Purchasers shall become parties to this Agreement as amended by executing an instrument of accession hereto. The Additional Closings shall take place at 1:00 p.m., Boston time, in the offices of Edwards Angell Palmer & Dodge LLP, 111 Huntington Avenue, Boston, Massachusetts 02199, or at such other time and place as may be agreed upon between the Company and the Additional Purchasers.

2.3 Deliveries at the Closings.

(a) At the First Closing, the Company delivered to each Original Purchaser listed on Schedule I a Note registered in the name of such Original Purchaser representing such Original Purchaser’s Commitment as set forth on Schedule I.

(b) At each Additional Closing, the Company shall deliver to each Additional Purchaser purchasing a Note at such Closing and listed on Schedule II a Note registered in the name of

such Additional Purchaser representing such Additional Purchaser's Commitment as set forth on Schedule II.

ARTICLE III

FUNDING OF ADVANCES.

3.1 Advance Requests.

(a) Subject to the terms and conditions set forth herein, at any time during the period commencing on the Initial Closing and ending on the last day of the 30th month after the Initial Closing, the Company may, in its discretion request Advances from all of the Purchasers, or any Purchaser individually, in an amount up to, but not exceeding, each Purchaser's Commitment less any Advances previously made by such Purchaser pursuant to this Article III (the difference between a Purchaser's Commitment and the amount of Advances previously made by such Purchaser is referred to herein as such Purchaser's "Available Commitment").

(b) To request an Advance from a Purchaser, the Company shall submit to such Purchaser an Advance Notice in the form attached hereto as Exhibit B (the "Advance Notice"), which shall specify the amount of the Advance being requested and funding date of such Advance, which shall be not less than ten (10) days after the date of receipt of the Advance Notice.

3.2 Advancement of Funds. Following receipt of an Advance Notice in accordance with Section 3.1, the applicable Purchaser shall make an Advance to the Company in the amount and manner specified in the Advance Notice on or prior to the funding date specified therein so long as, as of the funding date set forth in such Advance Notice, both before and after giving effect to the Advances, (a) all representations and warranties of the Company set forth in Article IV are true and correct in all material respects, and (b) no Default or Event of Default exists and is continuing.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each of the Purchasers that the statements contained in this Article IV are true and correct as of each Closing as though made as of each Closing, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties are true and correct as of such date).

4.1 Organization, Qualifications and Power. The Company is a limited liability company, duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and is duly licensed or qualified to transact business as a foreign entity and is in good standing each jurisdiction in which the nature of the business transacted by it or the character of the properties owned or leased by it requires such licensing or qualification. The Company has the power and authority to own and hold its properties and to carry on its business as now conducted and as proposed to be conducted, to execute, deliver and perform this Agreement, the Notes and such other documents delivered by the Company in connection with the foregoing (collectively, the "Transaction Documents") and to issue, sell and deliver the Notes. The Company is not a "private foundation" as defined in Section 509(a) of the Internal Revenue Code of 1986, as amended (the "Code")

4.2 Authorization of Agreements, Etc.

(a) The execution and delivery by the Company of the Transaction Documents, the performance by the Company of its obligations thereunder and the issuance and delivery of the Notes (i) have been duly authorized by all requisite limited liability company action, (ii) will not violate any provision of law, any order of any court or other agency of government, the certificate of organization, the limited liability company agreement, as amended to date, or any provision of any indenture, agreement or other instrument to which the Company or any of its properties or assets is bound, or (iii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or (iv) result in the creation or imposition of any lien, charge, restriction, claim or encumbrance of any nature whatsoever upon any of the properties or assets of the Company.

(b) The Notes have been duly authorized, validly issued and are free and clear of all liens, charges, restrictions, claims and encumbrances imposed by or through the Company. The issuance, sale and delivery of the Notes is not subject to any preemptive right of the Members of the Company or to any right of first refusal or other right in favor of any Person.

4.3 Validity. The Transaction Documents have been duly executed and delivered by the Company and constitute legal, valid and binding obligations of the Company, enforceable in accordance with their terms, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity).

4.4 Litigation; Compliance with Law. There is no (a) action, suit, claim, proceeding or investigation pending or, to the best of the Company's knowledge, threatened against or affecting the Company, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (b) governmental inquiry pending or, to the best of the Company's knowledge, threatened against or affecting the Company (including without limitation any inquiry as to the qualification of the Company to hold or receive any license or permit), and there is no basis for any of the foregoing that, in either (a) or (b) could reasonably be expected to have a Company Adverse Effect. There is no action or suit by the Company pending or threatened against others. The Company has complied with all laws, rules, regulations and orders applicable to its business, operations, properties, assets, products and services, the Company has all necessary permits, licenses and other authorizations required to conduct its business as conducted and as proposed to be conducted, and the Company has been operating its business pursuant to and in compliance with the terms of all such permits, licenses and other authorizations except where the failure to so comply would not result in a Company Adverse Effect.

4.5 No Margin Violation. None of the transactions by the Company contemplated by this Agreement will violate or result in a violation of Regulations T, U and X of the Board of Governors of the Federal Reserve System. The Company does not own or intend to carry or purchase any "margin stock" in violation of said Regulation U. No portion of the proceeds from the Advances or the issuance of the Notes will be used to purchase or carry (or refinance any borrowing, the proceeds of which were used to purchase or carry) any margin stock in violation of said Regulation U.

4.6 Disclosure. Neither this Agreement, nor any of the statements, documents, certificates or other items prepared or supplied by the Company in connection with the transactions contemplated hereby contains an untrue statement of a material fact or omits a material fact necessary to make the statements contained therein not misleading. There is no fact that the Company has not disclosed to the Purchasers

and of which the Company is aware that could reasonably be expected to have a Company Adverse Effect.

4.7 Solvency. The Company is Solvent after giving effect to the transactions contemplated by this Agreement and the other Transaction Documents.

4.8 Title to Assets. The Company has good and marketable title to all of its properties and assets (whether real or personal, tangible or intangible) free and clear of any liens, claims, mortgages, pledges, charges, security interests, restrictions or encumbrances (including, without limitation, easements and licenses).

4.9 Loss Reserve. The Company has received not less than \$3,500,000 in capital contributions established as a reserve against future loan losses and market decline in the value of investments made pursuant to the SUN Initiative.

4.10 Representations Relating to the SUN Initiative.

(a) The SUN Initiative utilizes the recent steep decline in real estate prices in low-income areas to purchase at risk mortgages and/or foreclosed homes at a price at or below present value, free and clear, from first mortgage lenders at a steep (often 50-60%) discount from the outstanding principal amount of the at risk or foreclosed mortgage, and restructures such mortgage loans as affordable 30-year fixed rate mortgages.

(b) The SUN Initiative targets low-income neighborhoods characterized by high rates of foreclosure and sharply declining property values (the “Distressed Neighborhoods”), and provides mortgage relief and other financing for borrowers that (i) are facing eviction as a result of an economic or personal hardship (such as loss of income, illness emergency expenses, or a death in the family) or predatory lending practices and (ii) are unable to obtain reasonable financing from conventional sources because of such hardships and/or lending practices (“Distressed Borrowers”).

(c) At least 85% of the proceeds from the sale of the Notes will be used to provide financing and foreclosure relief to Distressed Borrowers within Distressed Neighborhoods.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS.

Each Purchaser hereby represents and warrants to the Company as follows:

5.1 Authorization of the Documents. Such Purchaser has all requisite power and authority (corporate or otherwise) to execute, deliver and perform the Transaction Documents to which it is a party and the transactions contemplated thereby, and the execution, delivery and performance by such Purchaser of the Transaction Documents to which it is a party have been duly authorized by all requisite action by such Purchaser, and each such Transaction Document, when executed and delivered by such Purchaser, constitutes a valid and binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting creditors’ rights and remedies generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Such Purchaser’s execution and delivery of, and performance of its obligations under, the Transaction Documents to which it is a party, and the consummation of the transactions contemplated thereby, will not violate any provision of law, any order

of any court or other agency of government, the organizational documents of such Purchaser, or any provision of any indenture, agreement or other instrument to which such Purchaser or any of its properties or assets is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument.

5.2 Investment Representations. Such Purchaser is acquiring the Notes to be purchased by such Purchaser under this Agreement for its own account for investment purposes, and not with a view to the distribution thereof.

(a) Such Purchaser has not employed any broker or finder or incurred any actual or potential liability or obligation, whether direct or indirect, for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated by this Agreement.

(b) Such Purchaser is an "accredited investor" (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act). The Company has made available to such Purchaser or its representatives all agreements, documents, records and books that such Purchaser has requested relating to an investment in the Notes to be acquired by such Purchaser under this Agreement. Such Purchaser has had an opportunity to ask questions of, and receive answers from, a Person or Persons acting on behalf of the Company, concerning the terms and conditions of this investment, and answers have been provided to all of such questions to the full satisfaction of such Purchaser. Such Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the risks and merits of this investment. Such Purchaser understands and acknowledges that the Notes will yield a return that is substantially lower than that of similar commercial loans with comparable risks. Such Purchaser's representations in this subsection shall in no way limit the enforceability of any representations made by the Company in any of the Transaction Documents to which it is a party.

(c) Each Purchaser who is a "private foundation" as defined in Section 509(a) of the Code (each, a "Foundation Purchaser") hereby represents, warrants and acknowledges that (i) its investment pursuant to this Agreement furthers the accomplishment of its exempt purposes, (ii) that such investment would not have been made but for the relationship between the investment and the accomplishment of such exempt activities, and (iii) neither it nor any one or more "disqualified persons" (as defined in Treasury Regulations, Subchapter D, Sec. 53.4958-3 promulgated under the Code) with respect to it controls (directly or indirectly) the Company.

5.3 Commitments. Each Purchaser has the ability to fully fund its respective Commitment set forth on Schedule I or Schedule II attached hereto.

ARTICLE VI

CONDITIONS RELATING TO THE CLOSINGS.

6.1 Conditions to the Obligations of the Original Purchasers at the First Closing. The several obligations of each Original Purchaser to consummate the transactions to be performed by it in connection with the First Closing were, unless otherwise indicated, subject to the satisfaction of the following conditions as of the First Closing:

(a) Documentation at First Closing. Each Original Purchaser shall have received prior to or at the First Closing all of the following:

(i) A certificate of a Manager of the Company, which certificates shall certify: (A) the names of the representatives of the Company authorized to sign this Agreement,

the other Transaction Documents and any other documents or certificates to be delivered pursuant hereto or thereto by the Company, together with the true signatures of such representatives; (B) the certificate of organization, together with all amendments thereto, and that such certificate remains in full force and effect; and (C) the limited liability company agreement, together with all amendments thereto, and that such agreement remains in full force and effect.

(ii) A certificate from the Secretary of State of the Commonwealth of Massachusetts as to the good standing of the Company.

(iii) The Notes to be issued in connection with the First Closing, as set forth on Schedule I, duly executed by the Company and registered in names of the applicable Original Purchasers set forth on Schedule I.

(iv) Such other documents relating to the transactions contemplated by this Agreement as the Original Purchasers or their counsel may reasonably request.

(b) **Representations and Warranties.** Each of the representations and warranties of the Company set forth in Article IV hereof shall be true and correct when made, and shall be true and correct as of the First Closing with the same force and effect as if they had been made on and as of that date.

(c) **No Default.** At the time of and immediately following the First Closing there shall exist no Default or Event of Default.

(d) **Performance of Obligations.** The Company shall have performed and complied with all agreements, Obligations and conditions contained in this Agreement and the other Transaction Documents that are required to be performed or complied with by it on or before the First Closing, including but not limited to the establishment of the reserve against future loan losses and market decline in the value of investments made pursuant to the SUN Initiative.

(e) **Legal Investment.** The issuance of the Notes to the Original Purchasers pursuant to this Agreement shall be legally permitted by all laws and regulations to which the Original Purchasers and the Company are subject.

6.2 Conditions to the Obligations of the Additional Purchasers at the Additional Closings. The Several obligations of each Additional Purchaser to consummate the transactions to be performed by it in connection with each Additional Closing are, unless otherwise indicated, subject to the satisfaction of the following conditions as of each Additional Closing, unless such conditions are waived by such Additional Purchaser with respect to each Additional Closing:

(a) **Documentation at the Additional Closings.** Each Additional Purchaser shall have received prior to or at each Additional Closing all of the following:

(i) A certificate of a Manager of the Company, which shall certify: (A) the names of the representatives of the Company authorized to sign this Agreement, the other Transaction Documents and any other documents or certificates to be delivered pursuant hereto or thereto by the Company, together with the true signatures of such representatives; (B) the certificate of organization, together with all amendments thereto, and that such certificate remains in full force and effect; and (C) the limited liability company agreement, together with all amendments thereto, and that such agreement remains in full force and effect.

(ii) A certificate from the Secretary of State of the Commonwealth of Massachusetts as to the good standing of the Company.

(iii) A certificate from a Manager stating that (A) the representations and warranties contained in Article IV hereof and otherwise made by the Company in writing in connection with the transactions contemplated hereby are true and correct and (B) no condition or event has occurred or is continuing or will result from the execution and delivery of this Agreement or any other Transaction Document that constitutes a Default or an Event of Default.

(iv) The Notes to be issued in connection with the Additional Closing, as set forth on Schedule II, duly executed by the Company and registered in names of the applicable Additional Purchasers set forth on Schedule II.

(v) Such other documents relating to the transactions contemplated by this Agreement as the Original Purchasers or their counsel may reasonably request.

(b) Representations and Warranties. Each of the representations and warranties of the Company set forth in Article IV hereof shall be true and correct when made, and shall be true and correct as of each Additional Closing with the same force and effect as if they had been made on and as of that date.

(c) No Default. At the time of and immediately following each Additional Closing there shall exist no Default or Event of Default.

(d) Performance of Obligations. The Company shall have performed and complied with all agreements, Obligations and conditions contained in this Agreement and the other Transaction Documents that are required to be performed or complied with by it on or before each Additional Closing, including but not limited to the establishment of the reserve against future loan losses and market decline in the value of investments made pursuant to the SUN Initiative.

(e) Legal Investment. The issuance of the Notes to the Additional Purchasers pursuant to this Agreement shall be legally permitted by all laws and regulations to which the Additional Purchasers and the Company are subject.

(f) Consents, Permits, and Waivers. The Company shall have obtained any and all material approvals, consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by this Agreement and the other Transaction Documents.

(g) Litigation. No action, suit or proceeding shall have been instituted before any court or governmental or regulatory body or instituted or threatened by any governmental or regulatory body, to restrain, modify or prevent the carrying out of the transactions contemplated hereby, or to seek damages or a discovery order in connection with such transactions, or that has or may reasonably be expected to have a Company Adverse Effect.

ARTICLE VII

COVENANTS.

Until all Obligations pursuant to this Agreement and the transactions contemplated hereby have been performed or paid and satisfied in full and this Agreement has been terminated in accordance with the terms hereof, unless the Purchasers shall otherwise consent in writing, the Company will:

(a) Information Rights. On a quarterly basis, the Company shall deliver or cause to be delivered to the Purchasers information regarding the SUN Initiative's operations, including but not limited to information about the aggregate amount of Advances made under this Agreement and summary information about the SUN Initiative portfolio (i.e., number of properties acquired and sold, number of mortgage closings, number of mortgages in default (if any), etc.).

(b) Ownership of SUN Initiative Assets. Hold and own all material assets of NSP and Aura financed with the proceeds of the financing transaction contemplated hereby, including all real property assets, all mortgages and all related loans, provided that the foregoing shall not prohibit the sale and refinancing of such assets, whether in capital markets transactions or otherwise.

(c) Conduct of Business. Conduct its activities so that the Notes purchased by Foundation Purchasers will satisfy the "program-related investment criteria" within the meaning of Section 4944(c) of the Code, provided, that, if the Company determines that its activities cause the Notes purchased by any Foundation Purchaser to fail to satisfy such program-related investment criteria, the Company shall use any and all commercially reasonable efforts any to correct such failure (which may include, without limitation, disposing of any mortgage loans or other property acquired by the Company that cause the Foundation Purchasers' investment to fail to satisfy such program-related investment criteria).

(d) Compliance with Limited Liability Company Agreement. Comply with any investment guidelines set forth in the Company's limited liability company agreement unless the Company obtains the prior written consent of each Foundation Purchaser.

(e) Existence; Qualification, Etc. Do or cause to be done all things necessary to preserve and keep in full force and effect its existence and all material rights and franchises, trade names, trademarks and permits and maintain its license or qualification to do business standing in each jurisdiction its ownership or lease of property or the nature of its business makes such license or qualification necessary.

(f) Regulations and Taxes. Comply with or contest in good faith all statutes and governmental regulations and pay all taxes, assessments, governmental charges, claims for labor, supplies, rent and any other obligation which, if unpaid, might become a lien against any of its properties except liabilities being contested in good faith and against which adequate reserves have been established.

(g) True Books. Keep true books of record and account in which full, true and correct entries will be made of all of its dealings and transactions, and set up on its books such reserves as may be required by GAAP with respect to all taxes, assessments, charges, levies and claims and with respect to its business in general, and include such reserves in interim as well as year-end financial statements.

(h) Observe All Laws. Conform to and duly observe all laws, regulations and other valid requirements of any regulatory authority with respect to the conduct of its business.

(i) Manager's Knowledge of Default. Upon either Manager of the Company obtaining knowledge of any Default or Event of Default hereunder or under any other obligation of the Company, cause such Manager to promptly notify the Purchasers of the nature thereof, the period of existence thereof, and what action the Company proposes to take with respect thereto.

(j) Use of Proceeds. Use the proceeds of the sale of the Notes solely for the purposes described in Section 1.8 herein.

(k) Loan to Asset Ratio. Together with Aura and NSP, maintain a maximum loan to asset ratio of 80% at all times.

(l) Loss Reserve. At the Initial Closing, establish a reserve against future loan losses and market decline in the value of investments made pursuant to the SUN Initiative.

ARTICLE VIII

EVENTS OF DEFAULT BY THE COMPANY AND ACCELERATION.

8.1 Events of Default. The occurrence of any of the following events shall be deemed to constitute an “Event of Default” by the Company hereunder:

(a) if the Company fails to pay any amounts due hereunder or under the Notes within ten (10) business days of the date due, whether at maturity, by acceleration or otherwise; or

(b) if any representation, warranty or other statement of fact contained herein or in any writing, certificate, report or statement at any time furnished to the Purchasers by the Company pursuant to or in connection with this Agreement, or otherwise, shall be intentionally false or misleading in any material respect when given; or

(c) if the Company defaults in the performance or observance of any covenant, agreement or provision contained in this Agreement (other than as described in clause (a) or (b) above) and such default shall continue for more than thirty (30) days after the earlier of receipt of notice of such default by the Company from the Purchasers or the Company becomes aware of such default, or if a default shall be made in the performance or observance of, or shall occur under, any covenant, agreement or provision contained in any of the other Transaction Document, or if any Transaction Document ceases to be in full force and effect (other than by reason of any action by the Purchasers), or if without the written consent of the Purchasers, this Agreement or any other Transaction Document shall be disaffirmed or shall terminate, be terminable or be terminated or become void or unenforceable for any reason whatsoever (other than in accordance with its terms in the absence of default or by reason of any action by the Purchasers); or

(d) if the Company shall be unable to pay its debts generally as they become due; file a petition to take advantage of any insolvency statute; make an assignment for the benefit of its creditors; commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or of the whole or any substantial part of its property; file a petition or answer seeking reorganization or arrangement or similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state; or

(e) if a court of competent jurisdiction shall enter an order, judgment or decree, appointing a custodian, receiver, trustee, liquidator or conservator of the Company or of the whole or any substantial part of its properties, or approve a petition filed against the Company seeking reorganization or arrangement or similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of the Company or of the whole or any substantial part of its properties; or if there is commenced against the Company any proceeding or petition seeking reorganization, arrangement or similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state which proceeding or petition is not dismissed for a period of sixty (60) days; or if the Company takes any action to indicate its consent to or approval of any such proceeding or petition; or

(f) if either NSP or Aura shall be in material breach of its policies and procedures, and such breach continues for a period of ninety (90) days after notice from a Purchaser;

then, and in any such event and at any time thereafter, if such Event of Default or any other Event of Default shall then be continuing, the Purchasers may, upon the vote of the Majority Purchasers, declare by notice to the Company any or all of the Obligations to be immediately due and payable, and the same shall forthwith become immediately due and payable without presentment, demand, protest, notice or other formality of any kind, all of which are hereby expressly waived, anything contained herein or in any instrument evidencing the Obligations to the contrary notwithstanding; provided, however, that notwithstanding the above, if there shall occur an Event of Default under clause (d) or (e) above, then all of the Obligations shall be immediately due and payable without the necessity of any action by the Purchasers or notice to the Company.

8.2 Purchasers to Act. In case any one or more Events of Default shall occur and be continuing, the Purchasers may, upon the vote of the Majority Purchasers, proceed to protect and enforce their rights or remedies as contemplated in Section 10.9(b) below

8.3 No Waiver. No course of dealing between the Company and the Purchasers or any failure or delay on the part of the Purchasers in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies hereunder and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or of the same rights or remedy on a future occasion.

ARTICLE IX

DEFAULT BY PURCHASERS.

In the event that the Company makes a proper request for an Advance in accordance with Article III herein and the applicable Purchaser fails to fund the entire amount set forth in the Advance Notice on or prior to the funding date specified in such Advance Notice, such Purchaser will be deemed to be a “Defaulting Purchaser.” Following the failure of a Defaulting Purchaser, the Company shall provide the Defaulting Purchaser with a notice of default and including a copy of the pertinent Advance Notice. If the Defaulting Purchaser fails to deliver the entire amount set forth in the Advance Notice within thirty (30) days after receipt of the notice of default, at the election of the Company, all funds previously advanced by such Defaulting Purchaser shall be deemed forfeited, and the Note issued to such Defaulting Purchaser shall be deemed repaid in full and cancelled, without any further action required on the part of the Company or such Defaulting Purchaser, and such Defaulting Purchaser shall return the original Note delivered to such Defaulting Purchaser marked “Cancelled”. By its execution hereof, each Purchaser agrees and acknowledges the terms of this Article IX and agrees to be bound hereby.

ARTICLE X

MISCELLANEOUS.

10.1 Defined Terms. Capitalized terms used and not otherwise defined in this Agreement have the meanings ascribed to them below:

“Company Adverse Effect” a material adverse effect on the business, assets, operations, properties or condition (financial or otherwise) of the Company.

"Default" means any event or condition which, with the giving or receipt of notice or lapse of time or both, would constitute an Event of Default hereunder.

"Event of Default" means any of the occurrences set forth as such in Section 8.1 hereof.

"GAAP" means those principles of accounting set forth in pronouncements of the Financial Accounting Standards Board, the American Institute of Certified Public Accountants or which have other substantial authoritative support and are applicable in the circumstances as of the date of a report, as such principles are from time to time supplemented and amended.

"Obligations" means the obligations, liabilities and indebtedness of the Company with respect to (i) the principal of and interest on Notes (including any interest accruing after the commencement of any proceeding by or against the Company under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, and any other interest that would have accrued but for the commencement of such proceeding, whether or not any such interest is allowed as a claim enforceable against the Company in any such proceeding), and (ii) the payment and performance of all other obligations, liabilities and indebtedness of the Company to the Purchasers hereunder, and under other Transaction Documents or with respect to any loans or any other amounts or duties of the Company to the Purchasers.

"Person" means an individual, partnership, corporation, trust, unincorporated organization, association, joint venture or a government or agency or political subdivision thereof.

"Solvent" means, when used with respect to any Person, that at the time of determination:

- (i) the fair value of its assets (both at fair valuation and at present fair saleable value on an orderly basis) is in excess of the total amount of its liabilities; and
- (ii) it is then able and expects to be able to pay its debts as they mature; and
- (iii) it has capital sufficient to carry on its business as conducted and as proposed to be conducted.

"Subsidiary" means any Person of which more than 50% of its outstanding voting stock or other ownership interests is owned directly or indirectly by the Company.

10.2 Fees and Expenses. Each of the parties hereto agrees to bear its own expenses in connection with this Agreement and the transactions contemplated hereby.

10.3 Termination. This Agreement shall continue in full force and effect until terminated pursuant to the terms hereof; however, upon the vote of the Majority Purchasers, the Purchasers shall have the right to terminate this Agreement immediately at any time during the continuance of an Event of Default under Article VIII hereof as provided therein. The termination of this Agreement shall not affect any rights of the Company or the Purchasers or any obligation of the Company or the Purchasers, arising prior to the effective date of such termination, and the provisions hereof shall continue to be fully operative until all transactions entered into or rights created or obligations incurred prior to such termination have been fully disposed of, concluded or liquidated and the Obligations arising prior to or after such termination have been irrevocably paid in full. Upon the termination of this Agreement, all Obligations (including, without limitation, the Notes) shall be due and payable without notice or demand. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until payment in full of the Obligations unless otherwise provided herein

10.4 Further Assurances. The Company and the Purchasers shall duly execute and deliver, or cause to be duly executed and delivered, at its own cost and expense, such further instruments and documents and to take all such action, in each case as may be necessary or proper in the reasonable judgment of the Purchasers, to carry out the provisions and purposes of this Agreement and the other Transaction Documents.

10.5 Successors and Assigns. This Agreement shall bind and inure to the benefit of the Company and the Purchasers and their respective successors and permitted assigns. No party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties; provided, however, that the Purchasers may assign any of their rights under this Agreement (a) to any affiliate of the Purchaser and (b) after receipt of written approval of the Company and the Majority Purchasers (which approval shall not be unreasonably withheld), to any Person.

10.6 Entire Agreement. This Agreement and the other writings referred to herein or delivered pursuant hereto (including the other Transaction Documents) that form a part hereof contain the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous arrangements or understandings with respect thereto.

10.7 Notices. All notices, requests, demands, claims, consents and other communications delivered hereunder (whether or not required to be delivered hereunder) shall be deemed to be sufficient and duly given if contained in a written instrument (a) personally delivered, (b) sent by email or facsimile, (c) sent by nationally-recognized overnight courier guaranteeing next business day delivery or (d) sent by first class registered or certified mail, postage prepaid, return receipt requested, in each case addressed as follows:

(i) if to the Company, to:

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

with a copy to:

Edwards Angell Palmer & Dodge LLP
111 Huntington Avenue
Boston, MA 02199
Attention: Matthew V.P. McTygue

(ii) if to a Purchaser, to him, her or it at his, her or its address set forth beneath such Purchaser's name on Schedule I or Schedule II hereto, as applicable;

or to such other address as the party to whom such notice or other communication is to be given may have furnished to each other party in writing in accordance herewith. Any such notice or communication shall be deemed to have been received (A) when delivered, if personally delivered, (B) when sent, if sent by email or telecopy on a business day (or, if not sent on a business day, on the next business day after the date sent by email or telecopy), (C) on the next business day after dispatch, if sent by nationally recognized, overnight courier guaranteeing next business day delivery, and (D) on the fifth business day following the date on which the piece of mail containing such communication is posted, if sent by mail.

10.8 Amendments, Modifications and Waivers. The terms and provisions of this Agreement and the Notes may not be modified or amended, nor may any of the provisions hereof be waived, temporarily or permanently, except pursuant to a written instrument executed by the Company and the Majority Purchasers (which must include the Original Purchasers).

10.9 Governing Law; Arbitration.

(a) Governing Law. This Agreement (including any claim or controversy arising out of or relating to this Agreement) shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles that would result in the application of any law other than the laws of the Commonwealth of Massachusetts.

(b) Arbitration. Except for the right of any party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm, the parties agree to resolve any controversy, claim, or dispute arising out of or relating to this Agreement (a “Dispute”) by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA Rules”). The parties hereto agree that (i) one arbitrator shall be appointed to conduct the arbitration by mutual agreement of the parties thereto or, if the parties are unable to reach mutual agreement within thirty (30) days, then the arbitrator shall be selected pursuant to American Arbitration Association procedure; (ii) all meetings of the parties to the arbitration and all hearings with respect to any such arbitration shall take place in Boston, Massachusetts; (iii) each party to the arbitration shall bear its own costs and expenses (including, without limitation, all attorneys’ fees and expenses, except to the extent otherwise required by applicable law); and (iv) all costs and expenses of the arbitration proceeding (such as filing fees, the arbitrator’s fees, hearing expenses, etc.) shall be borne equally by the parties to the arbitration. The parties agree that the judgment, award or other determination of any arbitration under the AAA Rules shall be final, conclusive and binding on all of the parties hereto. Except as otherwise provided herein, the Parties and the arbitrators shall use their best efforts to complete the arbitration within three (3) months after the appointment of the arbitrator, except for good cause shown. In such case, the arbitrator may extend such timetable as reasonably required. The arbitrator shall, in rendering its decision, apply the substantive law of the Commonwealth of Massachusetts, without regard to its conflicts of laws provisions, except that the interpretation of and enforcement of this Section 10.9(b) shall be governed by the U.S. Federal Arbitration Act. Nothing in this section shall prohibit any party hereto from instituting litigation to enforce any final judgment, award or determination of the arbitration. Each party hereto hereby irrevocably submits to the jurisdiction of the United States District Court of Massachusetts or the Massachusetts Superior Court sitting in Suffolk County, Massachusetts, and agrees that either court shall be the exclusive forum for the enforcement of any such final judgment, award or determination of the arbitration. Each party hereto irrevocably consents to service of process by registered mail or personal service and waives any objection on the grounds of personal jurisdiction, venue or inconvenience of the forum.

10.10 No Third Party Reliance. Anything contained herein to the contrary notwithstanding, the representations and warranties of the Company contained in this Agreement (a) are being given by the Company as an inducement to the Purchasers to enter into this Agreement and the other Transaction Documents (and the Company acknowledges that the Purchasers have expressly relied thereon) and (b) are solely for the benefit of the Purchasers. Accordingly, no third party or anyone acting on behalf of any holder thereof other than the Purchasers, and each of them, shall be a third party or other beneficiary of such representations and warranties and no such third party shall have any rights of contribution against the Purchasers or the Company with respect to such representations or warranties or any matter subject to or resulting in indemnification under this Agreement or otherwise.

10.11 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any provision of this Agreement would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as to not be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.12 Independence of Agreements, Covenants, Representations and Warranties. All agreements and covenants hereunder shall be given independent effect so that if a certain action or condition constitutes a default under a certain agreement or covenant, the fact that such action or condition is permitted by another agreement or covenant shall not affect the occurrence of such default, unless expressly permitted under an exception to such covenant. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of or a breach of a representation and warranty hereunder. The exhibits and schedules attached hereto are hereby made part of this Agreement in all respects.

10.13 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile or electronic counterpart signatures to this Agreement shall be acceptable and binding.

10.14 Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

* * * * *

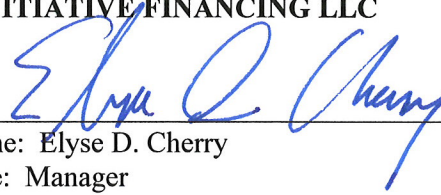
IN WITNESS WHEREOF, each of the undersigned has duly executed this Amended and Restated Note Purchase Agreement as of the date first written above.

COMPANY:

SUN INITIATIVE FINANCING LLC

By: _____

Name: Elyse D. Cherry
Title: Manager

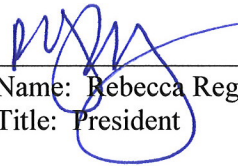


ORIGINAL PURCHASER:

BOSTON COMMUNITY LOAN FUND, INC.

By: _____

Name: Rebecca Regan
Title: President



SCHEDULE I

Original Purchasers

<u>Original Purchaser</u> <u>(Name and Address)</u>	<u>Maximum Principal Amount of</u> <u>Note/Commitment</u>
Boston Community Loan Fund, Inc. 56 Warren Street Boston, MA 02119-3236 Attn: Rebecca Regan, President	\$10,000,000
TOTAL:	\$10,000,000

SCHEDULE II

Additional Purchaser

<u>Additional Purchaser (Name and Address)</u>	<u>Maximum Principal Amount of Note/Commitment</u>	<u>Date of Issuance</u>
TOTAL:		

EXHIBIT A

Form of Note

THIS NOTE IS SUBJECT TO THE TERMS, DEFINITIONS AND PROVISIONS OF THE AMENDED AND RESTATED NOTE PURCHASE AGREEMENT BY AND AMONG SUN INITIATIVE FINANCING LLC AND THE PURCHASERS IDENTIFIED ON SCHEDULES I AND II ATTACHED THERETO DATED AS OF FEBRUARY 19, 2010, AS AMENDED FROM TIME TO TIME, AND IS ENTITLED TO THE BENEFITS THEREOF.

SUN INITIATIVE FINANCING LLC

NOTE

\$[_____]

Boston, Massachusetts

[_____, 2010]

For value received, SUN Initiative Financing LLC, a Massachusetts limited liability company (the "Company"), hereby promises to pay to the order of [Purchaser], a [_____] , or its successors or assigns (the "Purchaser"), on the Maturity Date (defined below), the principal sum of up to:

[_____] DOLLARS (\$[_____]),

or, if less, the outstanding unpaid amount of, and unpaid interest on, all loans advanced by the Purchaser hereunder pursuant to the Purchase Agreement (defined below) until such advances and interest shall have been paid in full.

1. Purchase Agreement. This Note is executed and delivered pursuant to the terms of that certain Amended and Restated Note Purchase Agreement, dated as of February 19, 2010, by and among the Company and the Purchasers identified on Schedules I and II thereto (as may be amended, modified, restated and supplemented from time to time, the "Purchase Agreement"), and shall be subject to the terms and conditions thereof. In the event of any disagreement between the terms of this Note and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. All terms used herein and not otherwise defined shall have the meanings given to them in the Purchase Agreement. This Note is subject to the terms and conditions of, and the benefits of, the Purchase Agreement and the other Transaction Documents, and each holder of this Note, by his, her or its acceptance hereof, is entitled to the rights and benefits of, and agrees to be bound by, the Purchase Agreement and the other Transaction Documents.

2. Interest; Default Rate. This Note shall bear interest on the outstanding unpaid amount of Advances hereunder at the rate of [_____] percent ([_____]%) per annum. Payments of accrued interest shall be made quarterly, in arrears, beginning on March 31, 2010. Upon the occurrence and during the continuance of an Event of Default, the entire outstanding unpaid amount of Advances under the Notes and (to the extent permitted by law) any unpaid interest thereon shall bear interest at the rate of [_____] percent ([_____]%) per annum. All interest shall be computed for the actual number of days lapsed on the basis of a 360 day year.

3. Maturity; Repayment; Prepayment. The entire outstanding amount of Advances under this Note, without set off, deduction or counterclaim, together with accrued and unpaid interest thereon shall be due and payable in full on May 30, 2015 (the "Maturity Date"). All payments of principal and

interest on this Note shall be made by the Company in lawful money of the United States of America in immediately available funds not later than 2:00 p.m., Boston time, on the date such payment is due, or, if such date is not a business day, then on the next succeeding business day, to the Purchaser at the address for such Purchaser set forth on Schedule I or Schedule II of the Purchase Agreement, as applicable, or at such address as the Purchaser designates in writing to the Company from time to time or, at the Company's or Purchaser's election, by wire transfer to the Purchaser in accordance with Purchaser's written instructions. This Note may be prepaid, in whole or in part, anytime prior to the Maturity Date at the election of the Company. Any partial payments of indebtedness represented by this Note shall be applied first to interest accrued to the date of prepayment, then to the payment of any other amounts (except principal) at the time unpaid hereunder and finally to the payment of principal.

4. Ranking. This Note is one of a series of notes issued by the Company pursuant to the Purchase Agreement containing substantially identical terms and conditions. Such Notes are referred to herein as the "Notes," and the holders thereof (including the Purchaser) are referred to herein as the "Holders." The right of a Holder to receive payments of principal and interest under this Note shall be pari passu with the rights of the other Holders to receive payments of principal and interest under their respective Notes, and the Company covenants that any payments made by it with respect to the Notes shall be made pro rata to the Holders, determined based on the ratio of the outstanding Advances under each Note divided by the aggregate Advances outstanding under all Notes. By the Holder's acceptance of this Note, the Holder agrees to the foregoing sentence.

5. Events of Default; Remedies. The occurrence and continuance of an Event of Default under the Purchase Agreement (subject to any applicable cure periods) shall constitute an event of default (referred to herein as an "Event of Default") under this Note.

6. Acceleration. Upon the occurrence of an Event of Default and during the continuance of any such Event of Default, and at the election of the Majority Purchasers, this Note shall immediately become due and payable upon written notice to the Company without presentment, demand, or protest, all of which are hereby expressly waived, anything contained in the Purchase Agreement or the Notes to the contrary notwithstanding (except in the case of an Event of Default under subsections (d) or (e) of Section 8.1 of the Purchase Agreement, in which event this Note shall immediately and automatically become due and payable). In the event of an acceleration of this Note as a result of an involuntary petition as specified in subsection (e) of Section 8.1 of the Purchase Agreement, such acceleration shall be rescinded, and the Company's rights hereunder reinstated, if, within sixty (60) days following the filing of such involuntary petition, such involuntary petition shall have been dismissed, and there shall exist no other Event of Default under the Notes. The rights described in this Section 6 are in addition to any rights available under any of the Transaction Documents upon the occurrence and during the continuance of an Event of Default.

7. Loss, Theft, Destruction or Mutilation. Upon receipt of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Note and, if requested in the case of any such loss, theft or destruction, upon delivery of an affidavit of loss reasonably satisfactory to the Company, or, in the case of any such mutilation, upon surrender and cancellation of this Note, the Company will issue a new Note of like tenor and amount and dated the date to which interest has been paid, in lieu of such lost, stolen, destroyed or mutilated Note.

8. Notices. All notices, requests, demands, claims, consents and other communications delivered hereunder (whether or not required to be delivered hereunder) shall be deemed to be sufficient and duly given if made in accordance with the terms and provisions of Section 10.7 of the Purchase Agreement.

9. Governing Law; Arbitration.

(a) This Note (including any claim or controversy arising out of or relating to this Note) shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles that would result in the application of any law other than the laws of the Commonwealth of Massachusetts.

(b) All disputes related to this Note shall be handled in accordance with Section 10.9(b) of the Purchase Agreement (Arbitration).

10. Defenses. The obligations of the Company under this Note shall not be subject to reduction, limitation, impairment, termination, defense, set-off, counterclaim or recoupment for any reason.

11. Attorneys' and Collection Fees. Should the indebtedness evidenced by this Note or any part hereof be collected at law or in equity or in bankruptcy, receivership or other court proceedings, or this Note be placed in the hands of attorneys for collection, the Company agrees to pay, in addition to principal and interest due and payable hereon, all costs of collection, including reasonable attorneys' fees and expenses, incurred by the Purchaser in collecting or enforcing this Note, together with interest on such amounts following an Event of Default unless prohibited by law.

12. Waivers. The Company hereby waives presentment, demand for payment, notice of dishonor, notice of protest and all other notices or demands in connection with the delivery, acceptance, performance or default of this Note. No delay by the Purchaser in exercising any power or right hereunder shall operate as a waiver of any power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof, or the exercise of any other power or right hereunder or otherwise; and no waiver whatsoever or modification of the terms hereof shall be valid unless set forth in writing by the Purchaser and then only to the extent set forth therein.

13. Amendments and Waivers. No provision of this Note may be amended or waived except as provided in the Purchase Agreement.

14. Usury. All agreements between the Company and the Purchaser are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity of this Note or otherwise, shall the amount paid or agree to be paid to the Purchaser for the use or forbearance of the indebtedness represented by this Note exceed the maximum permissible under applicable law. In determining whether the amount paid hereunder exceeds such maximum permissible amount, the Company and Purchaser agree, to the extent permitted by applicable law, to (i) characterize any payment that is not principal as an expense, fee or premium rather than interest; (ii) exclude voluntary prepayments and the effects thereof; and (iii) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the obligations hereunder. It is expressly agreed that it is the intent of the Company and the Purchaser, in the execution, delivery and acceptance of this Note, to contract in strict compliance with the laws of the Commonwealth of Massachusetts. If, under any circumstances whatsoever, performance or fulfillment of any provision of this Note or the Purchase Agreement at the time such provision is to be performed or fulfilled shall involve exceeding the limit of validity prescribed by applicable law, then the obligation so to be performed or fulfilled shall be reduced automatically to the limits of such validity and any payments received by Purchaser in excess of such limits shall be refunded to the Company or such other persons entitled thereto.

IN WITNESS WHEREOF, the Company has duly executed and delivered this Note as a document under seal as of the date first written above.

SUN INITIATIVE FINANCING LLC

By: _____
Name:
Title: Manager

EXHIBIT B

Form of Advance Request

SUN INITIATIVE FINANCING LLC

c/o Boston Community Capital, Inc.

56 Warren Street

Boston, MA 02119-3236

Attn: Elyse D. Cherry

[Date]

[Address of Purchaser]

Attention:

Fax No.: ()

Re: Advance Notice under the Amended and Restated Note Purchase Agreement

Reference is made to the Amended and Restated Note Purchase Agreement dated as of February 19, 2010 (the "Purchase Agreement") among SUN Initiative Financing LLC (the "Company"), the Purchaser identified on the address line above and the other Purchasers from time to time party thereto. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement. In accordance with subsection 3.1(b) of the Purchase Agreement, the Company hereby requests that you make the following Advance to the Borrower:

- (1) Requested Amount of Advance: \$ _____
- (2) Requested Date of Advance: ____/____/____
- (3) Account to which funds are to be remitted:
 - Bank: _____
 - ABA #: _____
 - Account #: _____
 - Reference: _____

This Advance Notice complies in all respects with the applicable provisions of the Purchase Agreement. By submission of this Advance Notice, the Company confirms that (i) all representations and warranties of the Company set forth in Article IV of the Purchase Agreement shall be true and correct in all material respects on and as of the date of the Advance requested hereunder, both before and after giving effect thereto and to the use of proceeds thereof (or, if any such representation or warranty is expressly stated to have been made as of a specific date, such representation or warranty shall be or have been true and correct as of such specific), (ii) the Company is in compliance with the covenants set forth in Article VII of the Purchase Agreement and (iii) at the time of and immediately after giving effect to the Advance requested hereunder, no Default or Event of Default shall have occurred and be continuing.

SUN INITIATIVE FINANCING LLC

By: _____
Name:
Title: