

**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  
February \_\_\_\_, 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 four and one quarter percent (4.25%) 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 six percent (6.0%) 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.

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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