

**LETTERS OF FINANCIAL
COMMITMENT**



CITY OF NEWTON, MASSACHUSETTS

Department of Planning and Development
Michael J. Kruse, Director



newton
commu
develop
block
grant
program

David B. Cohen
Mayor

December 18, 2003

Josephine McNeil, Executive Director
CAN-DO
1075 Washington Street
West Newton, MA 02465

RE: 1101 Chestnut Street

Dear Josephine:

As you know, the Newton Planning and Development Board voted on December 1, 2003 to approve the reservation of \$375,000 of Community Development Block Grant Program funds for the proposed housing development project located at 1093-1101 Chestnut Street. Due to federal regulatory requirements, the scope of the project was subsequently revised to include the 1101 Chestnut Street parcel only. The \$375,000 deferred forgivable loan at 7% interest will be used for costs related to the acquisition of 1101 Chestnut Street. Funds are available pending a successful Request for Release of Funds by the U.S. Department of Housing and Urban Development.

Please contact me if you have any questions.

Sincerely,



Stephen Gartrell, Associate Director
Housing and Community Development

Cc: Trisha Kenyon Guditz
Dan Rogers
Amy Yuhasz



December 19, 2003

Ms. Josephine McNeil, Executive Director
CAN-DO, Inc.
1075 Washington Street
West Newton, Massachusetts 02465

Re: 1093 and 1101 Chestnut Street, Newton, Massachusetts 02464

Dear Ms. McNeil:

We are pleased to inform you that the loan application submitted on behalf of the below-named Borrower has been approved, and subject to the terms and conditions hereinafter set forth, Cambridge Savings Bank as Lender agrees to make, and Borrower, by the execution and return of this Commitment Letter, agrees to accept the loan (hereinafter the "Loan") herein described:

1. TERMS OF LOAN

BORROWER: Citizens for Affordable Housing in Newton Development Organization, Inc.

AMOUNT: Up to Two Million Seven Hundred Seventy Five Thousand and 00/100 (\$2,775,000.00) Dollars.

ADVANCE SCHEDULE: 100% of acquisition (\$1,055,000.00).
100% of Hard Costs (\$1,712,000.00).
\$383,000.00 allocation for Soft Costs.

Hard/Soft costs proceeds will not be funded until CBDG equity (\$375,000.00 has been funded and the acquisition loan reduced to \$680,000 and all permits/approvals have been received.

Additional equity sources are anticipated to be received from the Community Preservation Act (\$400,000.00). These funds will be used to pay down the acquisition loan.

DEMOLITION: Borrower may not demolish any part of the collateral properties until such time that all appropriate permits/approvals have been received.

INTEREST
RATE: Fixed, at rate equal to five (5.00%) percent per annum.

TERM: Two (2) years.

PROPERTY: The subject property consists of a two, two-family properties that will be converted into eight condominium units (four affordable units and four at-market units) located at 1093 and 1101 Chestnut Street, Newton, Massachusetts 02464.

PURPOSE: To acquire the two, two-family properties located at 1093 and 1101 Chestnut Street Newton, Massachusetts and convert them into eight condominium units (four affordable units and four at-market units). The property, together with all fixtures and improvements to be constructed or created thereon or installed in connection therewith are hereinafter referred to collectively as the "Project".

PAYMENT: Interest only, payable monthly, on those funds advanced commencing one (1) month following the date of the Note, with principal and any accrued interest due in full at maturity.

SECURITY: (a) A first mortgage covering the entire project located at 1093 and 1101 Chestnut Street Newton, Massachusetts 02464 and a second mortgage covering the entire property located at 18-20 Cambria Street, Newton, Massachusetts.

(b) A first and second assignment of all Borrower's rights and interests as Landlord/Owner under any and all leases, licenses, franchises and occupancy arrangements now or hereafter in effect relating to the Project, all of which shall be made subject or superior to the lien of Lender's mortgage, as Lender shall direct.

(c) A first and second security interest in all fixtures, furnishings, equipment, materials, inventory and any other improvements and items of personal property forming a part of or used in connection with the Project or purchased from the proceeds of the Loan.

~~(d) A first assignment of all contracts, agreements, permits, licenses and approvals entered into or obtained by Borrower or anyone acting as Borrower's agent or on Borrower's behalf relating to the construction, development and use of the Project, including without limitation construction contracts and bonds, architectural, engineering and consulting contracts, building permits and curb cuts, letters of assurance from utilities, the right to obtain possession of and use all plans, drawings and specifications prepared in connection with the Project and all contracts for the procurement of materials, fixtures and equipment in connection therewith (each such assignment to be with the written consent of any party whom Lender deems necessary to render such assignment effective and the item assigned binding in favor of lender.)~~

INSURANCE
REQUIREMENTS:

Borrower will be required to maintain hazard, liability and builders risk insurance while any part of the loan remains unpaid.

FLOOD
INSURANCE:

Borrower will provide Federal Flood Hazard Insurance to the extent required by applicable regulations or required by Lender. Borrower will be required to pay a Standard Flood Hazard Determination fee. The cost for this service is \$20.00 per parcel.

GUARANTORS: Non-Recourse

COMMITMENT

FEE: None

Lender hereby acknowledges receipt of a good faith deposit totaling Ten Thousand and 00/100 (\$10,000.00) Dollars.

PARTIAL RELEASE: One Hundred (100%) percent of net proceeds from the sale of each individual unit until the loan is repaid.

APPROVAL AND
SUBORDINATION
OF CONDOMINIUM
DOCUMENTS:

Borrower shall submit to Lender in advance of recording the Master Deed, Plans and any other instruments, documents or items proposed to be employed in connection with the creation and operation of a condominium relating to the Project, and no such items shall be recorded until approved by Lender. Prior to the granting of the first partial release in connection with the Loan, Borrower and Lender shall agree upon and execute a mutually acceptable Subordination Agreement, by virtue of which condominium documents establishing a condominium with respect to the Project will be rendered prior in lien to Lender's mortgage and security interests hereunder to the end that a foreclosure of such mortgage would not disrupt the condominium established thereby.

PREPAYMENT: The loan may be prepaid in whole or in part at any time without penalty.

APPRAISAL
REQUIREMENT:

Lender's obligations hereunder are conditioned upon the delivery prior to closing of an MAI appraisal in form and substance satisfactory to Lender which, interalia, establishes to Lender's satisfaction that the Properties, "as is" and "as complete", have a market value supporting a loan to value no greater than eighty (80%) percent including the additional collateral. Borrower shall reimburse Lender for the costs of such appraisal whether or not the Loan closes hereunder. Lender shall have the right to order an updated appraisal of the Property and / or Project at its sole discretion. Absent a default in any of the loan documents (or in the event applicable regulation requires updated appraisals more frequently than once every three years), Borrower shall be liable for the cost of no more than one updated appraisal within each thirty six (36) month period from the closing date of the loan hereunder.

FINANCIAL
COVENANTS:

The Borrower must maintain at all times during the term of the Loan, a maximum Loan To Value Ratio of not greater than eighty (80%) percent on an "As Is" basis.

FINANCIAL
STATEMENTS:

Borrower will be required to submit the following annual financial statements:

- Corporate Financials
- Corporate Tax Returns

CLOSING
CONDITIONS:

(a) Subject to the receipt of an appraisal of the properties establishing a value supporting a loan to value of no greater than eighty (80%) percent of an "As-Is" basis including the additional collateral.

(b) Additional advances are subject to the submittal of an appraisal establishing a value supporting a loan to value no greater than eighty (80%) percent on an "As-Complete" basis including the additional collateral.

(c) Subject to the receipt of an environmental report in form and substance acceptable to the Lender and prepared by a firm approved by the Lender.

(d) Subject to receipt of a satisfactory engineering report.

(e) Review of all construction plans, contracts, budgets and approvals by the Bank's construction consultant.

(f) Borrower to complete, sign and return the attached W-9 form.

DURATION: Unless sooner terminated as hereinafter provided, this Commitment shall remain in effect until February 17, 2004. In the event that the Loan set forth herein has not been closed by that date, all obligations of Lender to Borrower hereunder shall cease.

COMMITMENT

ACCEPTANCE: These terms shall remain in effect until December 29, 2003. In the event that the terms and conditions set forth herein have not been accepted by that date, the proposed terms, at Lender's option, shall be withdrawn.

2. ITEMS TO BE PROVIDED AT BORROWER'S COST

Lender's obligations hereunder are conditioned upon and Borrower agrees to provide at Borrower's cost, or to bear the cost of obtaining, as Lender directs, the following:

2.1 INSURANCE. The following coverage in form and amount satisfactory to Lender, issued by companies having ratings of A or better in "Best's Insurance Reports" and otherwise satisfactory to Lender. All such policies shall name Lender as insured mortgagee and loss payee and shall contain an obligation on the part of each insurance carrier to notify Lender in writing at least thirty (30) days prior to cancellation or reduction in coverage.

2.1.1 Hazard. Policies of fire and casualty insurance with extended coverage endorsement, including coverage against vandalism and malicious mischief and including also sprinkler, boiler and flood insurance, if applicable, and, with respect to rental properties as to which Lender is committing to a permanent Loan, gross earnings coverage, so called, covering lost rent resulting from the foregoing hazards in an amount equal to not less than the gross rentals for a period of one (1) year due under all leases with respect to the Project outstanding at the time of closing. For projects under construction, such insurance shall be in builder's risk completed value non-reporting form (including all risk and extended coverage, collapse, cost of demolition, increased cost of construction and value of undamaged portion of the improvements provisions).

2.1.2 Public Liability. Policies for bodily injury, death and property damage covering owner's and, with respect to construction projects, contractor's and, subcontractor's liability.

2.1.3 Workmen's Compensation. Policies in the name of Borrower providing workmen's compensation insurance in amounts not less than that required by law.

2.1.4 Flood Insurance. Federal Flood Hazard Insurance to the extent required by applicable regulations or required by Lender.

The Bank shall charge a fee in the amount of forty and 00/100 (\$40.00) dollars per parcel for Standard Flood Hazard Determination.

2.2 TITLE INSURANCE. An ALTA form mortgagee's title insurance policy or policies issued by a national title insurance company satisfactory to Lender qualified to do business in the state in which the Project is located in an aggregate amount not less than the total Loan Amount insuring that Lender's mortgage constitutes a good and valid first lien upon the Project ~~subject only to such customary exceptions as Lender deems acceptable and containing such additional coverage and endorsements as Lender may require.~~ Without exception, the so-called "standard exceptions" in Schedule B will not be acceptable. With respect to construction loans, such policy may contain a "pending disbursement" or comparable clause with provision for title rundown and policy endorsement for each construction disbursement. A commitment evidencing the required title insurance coverage must be provided to counsel for Lender not less than twenty (20) days prior to any proposed closing date for the Loan, unless Lender's counsel has undertaken to secure such title insurance.

2.3 SURVEY. An accurate, currently dated survey by a licensed engineer or land surveyor acceptable to Lender and title insurers certifying that the Project complies with the dimensional requirements of applicable zoning ordinances, conservation and other land use laws, that the improvements situated on the Project do not encroach upon lot lines, easements or restricted areas and setting forth the flood hazard zone in which the Project is located.

2.4 OPINION OF COUNSEL WITH RESPECT TO BUILDING AND ZONING. The opinion of counsel of Borrower's selection but acceptable to Lender that the Project and all improvements therein and thereto and their use and operation in the manner proposed by Borrower will fully comply with all health, building, zoning, conservation, and all other laws, ordinances, rules and regulations applicable to land use and the operation of the Project for its intended purposes.

2.5 ENGINEER'S REPORT ON HAZARDOUS WASTE. Upon request of Lender, Borrower shall provide at Borrower's cost a report and certification of an engineer acceptable to Lender establishing to Lender's satisfaction that the Project is free of hazardous waste, contaminants, oil, radioactive and any other materials the removal of which is required or the maintenance of which is prohibited or penalized.

An environmental survey, satisfactory to Lender, will be required prior to the loan closing.

2.6 OPINION OF COUNSEL WITH RESPECT TO BORROWER. The opinion of counsel of Borrower's selection but acceptable to Lender.

2.6.1 Formation and Qualification. That Borrower and each Guarantor, if not natural persons, are validly formed and existing entities qualified to do business in the state in which the Project is located and current on all tax obligations.

2.6.2 Authority to Act. That Borrower and each Guarantor, if not natural persons, have full power and authority to carry out the terms and conditions of this Commitment and to enter into and execute any and all instruments, documents, undertakings and agreements required in connection with the Loan transaction herein set forth, including without limitation promissory notes, guarantees, mortgages, construction loan agreements, security agreements, financing statements, and assignments of lease; that there are no provisions of Borrower's or any Guarantor's Charter, Articles of Organization, By-Laws or other constituent documents that would impair that party's power to enter into or carry out the undertakings required of it hereunder; that the individuals executing such items have been duly authorized and empowered; and that such items upon execution will be valid binding obligations of Borrower or any Guarantor, as the case may be.

3. GENERAL REQUIREMENTS

Lender's obligations hereunder are conditioned upon and Borrower agrees to be bound by and comply with the following:

3.1 TITLE. Title to the Property will stand in the name of Borrower. Title will be good and marketable, free of liens, restrictions and encumbrances except those approved in writing by Lender. Borrower shall also have, with respect to any property which does not have direct and immediate access to a public street and to public utilities, such rights and easements as shall be necessary, in Lender's opinion, to provide such access as is sufficient for the use and operation of the Project. Borrower will likewise be the absolute owner of all property in which Lender has required a security interest hereunder free and clear of all liens and encumbrances except those approved in writing by Lender.

3.2 TRANSFERS OF OWNERSHIP. There shall be no sale, conveyance or other transfer of the Project or any part thereof, or of any equity or beneficial interest in Borrower if Borrower is not a natural person, including transfers by merger and by action of law, except with the prior written consent of Lender.

3.3 OTHER FINANCING. Borrower will not encumber the Project or any interest in the Project or in Borrower by mortgage, pledge, assignment of otherwise to any person other than Lender, except with the prior written consent of Lender.

3.4 BUILDING AND ZONING COMPLIANCE, HAZARDOUS WASTE.

The Project and all improvements thereon and thereto and their use and operation as proposed by Borrower shall fully comply with all building, zoning, health, conservation and other laws, ordinances, rules and regulations governing the improvements and use of land and shall be free of hazardous waste, contaminants, oil, radioactive or other material the removal of which is required or the maintenance of which is prohibited or penalized.

3.5 REAL ESTATE TAXES AND OTHER ACCUMULATIONS. Borrower

shall deposit with Lender monthly, on the same day as payment of interest are required or if such monthly interest payments are not required, on the first day of each month, a sum equal to such fraction of real estate taxes, betterment assessments and any other municipal charges for each year, or payment in lieu thereof, as shall be estimated by Lender to be sufficient to provide in the aggregate a sum adequate to pay said taxes, assessments, charges or payments, as and when they become due and payable, and in addition, to deposit with Lender any balance necessary to pay in full said taxes, assessments, charges or payments, prior to the date on which the same become due and payable, together, if so requested by Lender, with a sum equal to such fraction of the annual insurance premium as shall be estimated by Lender to be sufficient to satisfy such premium not less than one (1) month prior to the date on which the same is due and payable.

3.6 LOAN DOCUMENTATION. All loan documentation employed to

complete the Loan transaction herein set forth, including without limitation any promissory note, guarantee, mortgage, deed of trust or deed to secure debt, assignment of leases, security agreement and financing statement and construction loan agreement shall be prepared by Lender and shall be in form and substance satisfactory to Lender.

3.7 INSURANCE PROCEEDS. If the Project or any part thereof shall be

damaged or destroyed by fire or other insured casualty, the amounts recovered pursuant to any insurance coverage in effect with respect thereto shall be assigned to Lender and shall be paid to Lender and shall, at Lender's election, be applied towards reconstruction, repair of the Project, in which event, Lender shall release such proceeds from time to time for such purposes, at such times and upon such terms and conditions as Lender deems appropriate, or may be applied by Lender in satisfaction of the Loan then remaining unsatisfied, whether or not then due and in such order as Lender determines, and, for the foregoing purposes, Borrower hereby appoints Lender its attorney-in-fact to negotiate, settle and collect any such proceeds (including without limitation the right to participate in any proceedings relating thereto) without, however, imposing on Lender any obligation to do so.

3.8 RIGHT TO INSPECT. Lender shall have the right to inspect the Project

from time to time at any reasonable time prior to the closing of the Loan set forth herein and thereafter.

3.9 RENT ROLL, RIGHT TO APPROVE LEASES. With respect to rental properties, Borrower shall provide prior to closing hereunder and from time to time thereafter on request a current rent roll setting forth the name, status, term, rental amount, deposit and other amounts held, tax escalation and like obligations of each tenant and any other information which Lender may from time to time reasonably request, certified by Borrower or by an appropriate officer of borrower to be true and complete. Lender shall have the right to review and approve, prior to execution, all leases, licenses, franchises and occupancy arrangements related to the Project which cannot be canceled by Borrower on thirty (30) days notice without penalty, and thereafter, no such lease, license, franchise or occupancy arrangement shall be materially altered, extended, foreshortened or terminated without Lender's consent. Borrower shall, at Lender's request, provide to Lender as a condition to closing ~~Estoppel Certificates from tenants certifying the accuracy of the foregoing statements and verifying the Leases provided to Lender.~~

3.10 FINANCIAL INFORMATION. Borrower shall provide such financial information, including financial statements and copies of Federal income tax returns, as Lender shall request for Borrower, for the Project and for any Guarantor.

3.11 BROKERAGE FEES. Borrower agrees to indemnify and hold Lender harmless from and against any loss, cost, liability or expense incurred as a result of the enforcement of any claim for a broker's or finder's fee against Lender by any person or entity in connection with the Loan set forth herein.

3.12 LATE CHARGES, DEFAULT RATE. To pay Lender a late charge in the amount of five (5%) percent of each periodic payment due hereunder which is more than fifteen (15) days in arrears to offset the additional expense involved in processing delinquent payments and upon default to pay interest on the entire principal balance at a rate equal to the contract rate then in effect under the Note plus two (2%) percent per annum.

3.13 LEGAL FEES AND EXPENSES. Borrower shall be responsible for and shall promptly pay upon demand all legal fees, costs and expenses incurred by Lender in connection with the Loan whether or not a closing occurs hereunder.

3.14 DEPOSIT ACCOUNT. Borrower shall maintain its operating account for the Project with Lender and Lender shall have the option of deducting all required payments under the loan from the account.

3.15 PROHIBITION OF ASSIGNMENT. This commitment is made solely to the Borrower named herein and may not be assigned or otherwise transferred without the prior written consent of Lender. Any attempted assignment or transfer, including by merger or action of law, will, at Lender's option, render Lender's obligations hereunder void.

3.16 SURVIVAL OF COMMITMENT. Except as explicitly altered by the provision of Loan documentation executed hereunder, the terms and provisions of this Commitment shall survive a closing and shall continue in effect for so long as the Loan transaction entered into hereunder, as the same may be from time to time extended or amended, remains outstanding.

3.17 LENDER'S RIGHT TO TERMINATE. Lender may terminate this Commitment by written or telegraphic notice to Borrower in the event that: (a) Borrower shall fail to comply with any term, condition or requirement hereunder; (b) any representation, warranty, statement, certificate, schedule or report made or furnished in connection with this Commitment and the Loan transaction set forth herein shall prove to have been false or misleading in any material respect at the time made or furnished; or (c) Borrower or any Guarantor shall become insolvent or shall apply for or be the object of any proceedings or arrangement for relief from creditors or otherwise shall suffer a material adverse change in financial condition.

3.18 APPLICABLE LAW. This Commitment is delivered and intended to be performed in the Commonwealth of Massachusetts and shall be construed in accordance with the laws of said Commonwealth.

3.19 PRIOR AGREEMENTS, CHANGES. This Commitment supersedes all prior representations, agreements and other prior dealings between the parties, written or oral. The terms of this Commitment may not be waived or altered orally or in writing, directly or by implication, by correspondence or otherwise except by a written amendment signed by all parties hereto and explicitly expressing the intention to amend this Commitment.

4. ADDITIONAL REQUIREMENTS FOR CONSTRUCTION LOANS

Lender's obligation hereunder are further conditioned upon and Borrower agrees to be bound by and comply with the following:

4.1 CONSTRUCTION CONTRACTS, PLANS, SPECIFICATIONS, PURCHASE ORDERS. Construction of the project will be carried on and completed in accordance with plans and specifications and under construction contracts approved by Lender. After approval by Lender, such contracts, plans and specifications shall not be materially modified without Lender's written consent. Specifications shall not be materially modified without Lender's written consent. Specifications, cost estimates, purchase contracts and invoices for the purchase of equipment, fixtures and furnishings not included within construction contracts and specifications shall likewise be submitted to and approved by Lender in advance, and purchase of such items shall thereafter be in accordance with such approvals.

4.2 ITEMIZED COST BREAKDOWN, DRAW SCHEDULE. Borrower shall submit to Lender for approval in advance of closing an itemized cost breakdown by trade in the form specified by Lender and a completion and draw schedule signed by Borrower.

4.3 COPIES OF PLANS, SPECIFICATIONS AND CONTRACTS. Borrower shall submit to Lender one complete set of final plans and specifications signed or otherwise approved in writing by Borrower and contractors, together with true and complete final copies of all contracts executed by Borrower with contractors and any architects, engineers and consultants relating to the Project.

4.4 UNDERTAKING TO COMPLETE. Borrower shall, at Lender's request, obtain for Lender the undertakings of the general contractor and, in the event the entire project is not covered by the general contract, of all contractors whose work is not so covered (or in the event Borrower is acting as its own general contractor, undertaking of the concrete, masonry, steel, electrical and mechanical contractors, if any, and of any other contractors required by Lender) and of any architect and engineers or consultants engaged in connection with the Project, in form and substance satisfactory to Lender, to continue performance on Lender's behalf without additional cost above their agreed contract price in the event of Borrower's default. The architect's undertaking shall also permit Lender to use all plans, specifications and drawings for the Project without additional cost to Lender.

4.5 PERFORMANCE AND PAYMENT BONDS. At Lender's request, Borrower shall provide at Borrower's expense performance and labor and material payment bonds (dual obligee naming Lender as an additional insured) covering all work to be performed under the general construction contract, including all subcontracts, or in the event that there is no general contractor, separate bonds for any concrete, masonry, steel, electrical, mechanical and such other major contractors as Lender may designate.

4.6 DISBURSEMENT OF LOAN PROCEEDS. The proceeds of the Loan to be made hereunder shall be disbursed as work progresses upon submission of requests on the standard AIA form or such other form as may be specified by Lender after inspection and approval by Lender of all work to which such requisition relates. All reasonable costs of inspection incurred by Lender shall be promptly reimbursed by Borrower to Lender and may, without limitation, be deducted by Lender from funds to be disbursed hereunder. Each such request shall represent work completed, materials stored on site, less *five (5%)* percent retainage for completion with respect to hard costs and shall be in accordance with cost estimates and disbursement schedules previously approved by Lender. The costs of approved purchases of equipment, fixtures and furnishings not included within construction contracts may be requested upon delivery of such items to their intended location after inspection by Lender and presentation of evidence of title satisfactory to Lender

4.7 PERMITS AND APPROVALS. All required permits and approvals are to be obtained by Borrower prior to the loan closing.

4.8 PROJECT COMMENCEMENT. It is hereby agreed and understood that the construction of the project is to be commenced within one hundred eighty (180) days of the loan closing.

4.9 PROJECT COMPLETION. It is hereby agreed and understood that the construction of the project is to be completed within ~~eighteen (18)~~ months of the loan closing.

4.10 SUFFICIENT FUNDS TO COMPLETE PROJECT. There shall be and at all times remain during the development of the Project sufficient undisbursed funds in the Loan entered into hereunder to complete the Project in its entirety, and if at any time in Lender's judgment the undisbursed funds in the Loan account are insufficient for the completion of the Project, Lender may elect to withhold any further disbursements, and Borrower shall be required to deposit with Lender on demand sufficient funds to cover any such deficiency, and Lender shall not be required to advance further until such deposit is made.

4.11 PROJECT IDENTIFICATION OF LENDER. Borrower agrees to post signs or to add to Borrower's signs on the Project site a legend, in either case of a style and size reasonably requested by Lender, identifying Lender as the source of Project financing.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR
OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

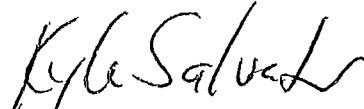
What this means for you: In preparation for your loan closing, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license and other identifying documents. Please bring at least two forms of acceptable identification to the closing for all signors.

If you have any questions about this, please contact Tina M. Garro, Commercial Loan Administrator at 617-441-4331.

SIGNATURE PAGE TO FOLLOW

This Commitment may be accepted by you only by executing and returning to Lender at 1374 Massachusetts Avenue, P.O. Box 206, Cambridge, Massachusetts 02238-0206, Attention: Tina M. Garro, Commercial Loan Administrator within ten (10) calendar days from the date hereof.

Very truly yours,
CAMBRIDGE SAVINGS BANK



Kyle J. Salvati
Assistant Vice President

ACCEPTED and AGREED this:

27th day of December, 2003

Borrower:

CITIZENS FOR AFFORDABLE HOUSING IN NEWTON DEVELOPMENT ORGANIZATION, INC.

By Josephine McNeil
Josephine McNeil, Executive Director