



\$4,110,000 Loan (aggregate) from
Department of Housing and Community Development ("DHCD")
\$750,000.00 HOME Loan

Community Economic Development Assistance Corporation ("CEDAC")
\$750,000.00 HIF Loan
\$690,000.00 CBH Loan

Affordable Housing Trust Fund ("AHT")
\$1,000,000.00 Trust Loan

The City of Springfield (the "City")
\$920,000.00 HOME Loan

(each, a "Participating Lender")

to

Franconia Apartments LLC ("Borrower")

Secured by property located at 365 Annum Street,
Springfield, Massachusetts (the "Property")

Closing Date: October 15, 2009

Agent Lender: The Commonwealth of Massachusetts acting by and through the Department of
Housing and Community Development ("Agent")

Lenders' Counsel: Dewey & Lewis LLP ("LC")

Borrower's Counsel: Heisenberg and Planck, PC ("BC")

Senior Lender's Counsel: Peters and Pinkham LLP ("SLC")

Architect: Right Angle Architects LLP

Contractor: Hammer and Nails Construction Corp.

Disbursing Agent: the Community Economic Development Assistance Corporation

Closing Escrow Agent: Matts Planck

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
I. <u>LOAN DOCUMENTATION</u>			
1. Award Letter/Conditional Commitment	Participating Lenders		
A. AHT Award Letter	AHT		
B. City Award Letter	City		
C. HOME Award Letter	DHCD		
D. HIF Conditional Commitment	CEDAC		
E. CBH Conditional Commitment	CEDAC		
2. Commitment Letter	Participating Lenders		
A. AHT Commitment Letter	AHT		
B. City Commitment Letter	City		
C. HIF Firm Commitment Letter	CEDAC		
D. CBH Firm Commitment Letter	CEDAC		
3. HOME Contract, including Commonwealth terms and conditions, completed EFT form with voided check and contractor authorized signature form	DHCD		LRO
4. Participating Lenders' Promissory Notes:			
A. AHT Promissory Note	LC		
B. City Promissory Note	LC		
C. HOME Promissory Note	LC		
D. HIF Promissory Note	LC		
E. CBH Promissory Note	LC		

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
5. Loan Agreement	LC		
6. Loan Agreement Exhibits			
A. Legal Description of Property	BC		
B. Project Sources and Uses	Borrower		Lines 161 through 199 of updated One-Stop
C. Ineligible Project Costs	LC		
D. Detailed Project Schedule (including completion and move-in dates)	Borrower		Line 12 of updated One-Stop
E. Other Loans	LC		
F. Development Team	Borrower		
G. List of Environmental Reports	BC		
H. Pending Litigation	BC		
I. Form of Requisition Certificate	LC		
J. Forms of Lien Waiver	LC		
K. Definitions	LC		
7. Leasehold Mortgage, Security Agreement and Assignment of Leases and Rents	LC		
8. Mortgage Exhibits			
A. Legal Description of Property	BC		
B. Senior Lenders/Pari Passu Lenders/Junior Lenders	LC		
C. Permitted Encumbrances	LC		

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
9. Affordable Housing Restriction	LC		
10. Affordable Housing Restriction Exhibits			
A. Property Description			
B. Projected Initial Rent Schedule	BC		
C. Initial Affordability Matrix	Participating Lenders		
D. Additional Definitions	Participating Lenders		
	LC		
11. Disbursing Agent Agreement	LC		See MassDocs form
12. Master Subordination Agreement	LC/SLC		If required by Senior Lender. Use MassDocs form if possible
13. Intercreditor Agreement among Subordinate Lenders	LC		Only required if there are non-MassDocs subordinate lenders and the pari passu status not covered by Master Subordination Agreement
14. Copies of funding commitments for all other development sources	Borrower		
15. Copies of other lender loan documents			
MHIC, LLC	BC		
Springfield Housing Action Corporation. (Deferred Fee)	BC		

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
Massachusetts Housing Partnership Fund Board (Commitment Letter) Springfield Housing Action Corporation (Energy Grant)	BC		
16. Evidence of Subsidy Layering Approval	BC		Only required if multiple federal sources (e.g. LIHTC and project-based Section 8 contract)
17. HUD Removal of Grant Condition	BC		
II. <u>TITLE</u>			
18. ALTA mortgagee's title insurance policy in the aggregate amount of the Loans, all exceptions deleted other than any permitted senior mortgages and any permitted encumbrances	BC		
19. Commitment or specimen policy, with copies of title encumbrances	BC		NIB
20. Purchase and Sale Agreement	BC		Only required if conveyance to occur at financing closing
21. Deed and conveyancing documents	BC		Only required if conveyance to occur at financing closing

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
22. Municipal lien certificate and water and sewer certificate with respect to the Property	BC		
23. Survey of the Property with surveyor's certificate (including flood zone certification)	BC		For rehabilitation project, plan sufficient to delete survey exception from title policy
III. <u>PERMITTING</u>			
24. Opinion letter or letters concerning zoning, land use, environmental and other real estate matters issued to all Participating Lenders	BC		
25. Letter from Massachusetts Historic Commission evidencing finding of no adverse effect (MGL Ch. 9, §27C, 950 CMR §71.00)	Borrower		
26. Architect's certificate	BC		See MassDocs form
27. Architect's certificate re changes in design required by MRS and response to MRC letter (if applicable)	BC		LRO
28. Evidence of availability of utilities	BC		Only required if not covered by Architect's Certificate

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
29. Copies of permits and approvals	BC		If applicable
A. Order of Conditions, if applicable			
B. Local Historic Approval, if applicable			
C. MEPA Certificate, if applicable			
D. City and MWRA Sewer Connection Permits, if applicable			
E. Title V Certification, if applicable			
F. Fuel Storage License, if applicable			
G. Curb Cut/Traffic Access Permit, if applicable			
30. Site eligibility letter	BC		LRO; Chapter 40B project only.
31. Final approval letter by agency issuing site eligibility letter	BC		LRO; Chapter 40B project only.
32. Regulatory Agreement	BC		LRO; Chapter 40B project only.

IV. ENVIRONMENTAL

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
33. ASTM Phase I Environmental Report demonstrating absence of release or threat of release of hazardous materials or oil (all as defined in M.G.L. c. 21E), from, at or on the Property	Borrower		Most recent report must be dated within 12 months of closing
34. Additional Environmental Reports as recommended by the Phase I Report	Borrower		
35. Reliance Letters re Environmental Reports	Borrower		See MassDocs form
36. Activity and Use Limitation	BC		If applicable
37. Response Action Outcome (RAO) or other evidence of remediation	BC		If applicable
38. Lead Paint Inspection Reports or Evidence of Lead Paint compliance	Borrower		For rehabilitation projects only
39. Asbestos Inspection Reports	Borrower		For rehabilitation projects only
V. <u>CONSTRUCTION</u>			
40. Plans and Specifications stamped by architect and approved by Lender	Borrower		NIB; not required for AHT unless there are no other public funding sources.

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
41. Lender's Review of Plans and Specifications for Compliance with Housing Quality Standards	Participating Lenders		NIB
42. Architect's Contract	BC		
43. Architect's Insurance	BC		
44. Construction Contract (with Davis-Bacon wages, if applicable)	BC		A draft contract to be provided for review and a final copy to be provided after execution.
45. Payment, Performance and Lien Bonds (with Multiple Obligee Riders) or Letter of Credit	BC		
46. Contractor Insurance	BC		
47. Davis-Bacon Wage Certification (if applicable)	BC		See MassDocs form
48. Plan for Construction Monitoring (including clerk of the works contract)	Borrower		LRO
49. Structural Engineering Report, if applicable	Borrower		For rehabilitation projects only
50. Construction Inspection Agreement	LC		See MassDocs form

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
51. Construction Period Flow of Funds	Borrower		LRO
52. Building Permit(s)	Borrower		
53. Development Services Agreement	BC		
54. List of Subcontractors	BC		
VI. <u>MANAGEMENT</u>			
55. Management Agreement	Borrower		LRO; draft contract to be provided for review and a final copy to be provided after execution.
56. Management Plan	Borrower		LRO
57. Tenant Selection Plan	Borrower		LRO
58. Marketing/Affirmative Fair Marketing Plan approved by applicable entity (e.g., City of Boston Fair Housing Commission)	Borrower		LRO
59. Form of Occupancy Agreement or Lease	Borrower		LRO
60. AHAP	Borrower		Applicable only if Project-based Assistance for the project

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
61. Supportive Services Contract/ Documentation	Borrower		LRO; only if required by a Participating Lender.
62. DDS/DMH/MRC certification (if applicable)	Borrower		LRO
VII. <u>ORGANIZATIONAL DOCUMENTS</u>			
63. Clerk's Certificate of Franconia Apartments MM, Inc., dated the Closing Date, as to articles, by-laws, vote and incumbency	BC		
64. Corporate certificates of legal existence and good standing of Franconia Apartments MM, Inc. in Massachusetts, of recent date, from Secretary of State	BC		From Massachusetts as well as state of organization, if different
65. Tax certificate of good of Franconia Apartments MM, Inc. from Massachusetts Department of Revenue, of recent date	BC		Treasurer's certificate may be substituted in certain instances if approved by Participating Lenders
66. Copy of Certificate of Formation	BC		
67. Copy of Operating Agreement certified by Borrower's Manager	BC		

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
68. Certificate of Legal Existence and Good Standing (naming managers)	BC		From Massachusetts as well as state of organization, if different
69. Qualification to do business in Massachusetts	BC		For all entities not organized in Massachusetts
70. Borrower's Financial Statements	Borrower		LRO; NIB
71. Sponsor's Financial Statements	Borrower		LRO; NIB
72. UCC, tax lien and Bankruptcy Court searches	BC		NIB; may be waived for entity formed within six months of closing.
73. Opinion letter dated the Closing Date from counsel for Borrower concerning legal existence, due authority and enforceability issued to all Participating Lenders	BC		

VIII. MISCELLANEOUS

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
74. Certificates or binders of insurance naming Agent Lender (for itself and as agent) as mortgagee, insured, and/or loss payee (as appropriate) with respect to comprehensive general liability insurance and builder's risk or casualty insurance on the Property	Borrower		See MassDocs list of named insureds
75. One-Stop updated as of closing (Excel spreadsheet portion only)(Revisions to include revised date (line 1b), updated development schedule, construction numbers consistent with signed construction contract, updated rent schedule, signed section 7, updated project summary information (pages A-1 through A-8), updated Exhibit 11)	Borrower		LRO; Excerpts for loan document exhibits: Development Schedule (line 12), Sources of Funds (lines 81 through 104), Development Budget (lines 161 through 199), Rent Schedule (lines 222 through 228). NOTE: For all items in the development budget that have changed by more than 10% an explanation is required.
76. Appraisal ("As is" appraisal is required if there is an acquisition cost for the project; "as completed" appraisal may also be required depending on transaction)	Borrower		LRO

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
77. HUD Release of Grant Conditions	DHCD		NIB; Only required for federally funded programs.
78. Closing Escrow Letter with Specimen Title Policy and Wiring Instructions	LC		
79. Form W-9	LC		Three originals to be forwarded to AHT; one original to be forwarded to CEDAC
80. Document Comparisons with Closing Attorney Certification	LC		Final loan documents to be compared to initial MassDocs forms and forwarded to Participating Lenders at time of execution.
81. Contact List	LC		Contacts to include Sponsor, Borrower, Development Consultant, Borrower's Counsel, Senior Lender, Senior Lender's Counsel, Subordinate Lenders, Subordinate Lenders' Counsels

DOCUMENT DESCRIPTION	RESPONSIBLE PARTY	STATUS	NOTES
82. Requisition in form acceptable to lenders	Borrower		LRO; NIB; draft to be provided for review prior to closing with back-up invoices by line item, final version to be submitted prior to disbursement of funds.

LRO = Lender Review Only (to be reviewed by Participating Lenders and forwarded after approval to attorney for inclusion in closing binder)

ALR = Attorney and Lender Review (copies should be provided by Borrower to both attorney and Participating Lenders)

NIB = Not in Binder (not to be included in closing binder)