

[On letterhead of Lender]

Date: _____

[Name of Borrower]
[Address of Borrower]
[City], [State] [Zip]

ATTENTION: [Name of contact person]

Dear Sirs:

Re: COMMERCIAL LOAN COMMITMENT AGREEMENT

Pursuant to our discussions concerning the refinancing of your _____
[describe the nature of the indebtedness] now held by _____ [name of lender] ("Lender")
secured in part by that certain Deed of Trust in favor of Lender on file and of record in Deed of Trust
Book _____ at Page _____ in the office of the Chancery Clerk of _____ County, [State], the
Executive Committee of Lender has approved a First Mortgage Loan to _____ [name of
borrower], a [State] corporation (hereinafter to as "Borrower"), subject to the following terms and
conditions:

The Loan shall be evidenced by a Promissory Note and/or Loan Documents which shall contain the
terms herein stated and which shall be payable to the order of Lender in monthly installments with each
monthly payment applied first on interest then due and the remainder on principal:

- A. **Principal Sum:** \$ _____
- B. **Closing Date:** The closing of the Loan shall take place on or before _____ [insert date].
- C. **Term:** _____ years.
- D. **Annual Interest Rate:** The interest rate on the unpaid principal balance of said Note shall be
_____ percent (____%) per annum.
- E. **Repayment:** Principal and interest shall be due and payable at _____
[address at which payments are to be made], or at such other place as Lender may designate, in
_____ consecutive monthly installments of _____ Dollars
(\$ _____) on the first day of each month beginning on the ____ day of _____,
_____ and one final balloon payment of _____ Dollars
(\$ _____), which balloon payment shall be due and payable on _____ [insert date of
balloon payment]. The monthly principal and interest payments shall be based on a _____ year
amortization. Each monthly installment shall be applied first to interest then due, and the
remainder to principal.
- F. **Prepayment:** Prepayments on the principal in addition to the regular monthly installments on
any installment date may be made by Borrower paying a _____ percent (____%) prepayment
penalty on such excess payments during the first year of this Loan, which prepayment penalty
shall be reduced thereafter at the rate of One _____ percent (____%) per year. Lender may
require that any partial prepayments (i) be made on the date monthly installments are due, and
(ii) be in the amount of that part of one or more monthly installments which would be applicable
to principal. Any partial prepayment shall be applied against the principal amount outstanding
in the inverse order of due dates and shall not postpone the due date of any subsequent monthly
installments or change the amount of such installments, unless Lender shall otherwise agree in
writing.
- G. **Escrow:** Upon receipt of written notice from Lender, Borrower shall also make monthly deposits
with Lender in a non-interest bearing account, together with, and in addition to, interest and
principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied

against the premises, and one-twelfth of the yearly premiums for hazard insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Lender. Such deposits shall be used by Lender to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Borrower to Lender on demand. Until receipt by Borrower of such notice, Borrower shall pay all such taxes, assessments and insurance premiums, and shall promptly furnish to Lender receipts evidencing such payments.

THIS IS A 4-PAGE FORM.