

**City of Waltham Massachusetts
Community Preservation Act
Community Housing
Funding Application WCPA-2**



SECTION I APPLICANT/DEVELOPER INFORMATION

Contact Person/Primary Applicant ⁽¹⁾ Gabriel Vonleh, President and CEO

Organization, if applicable Opportunities for Inclusion (formerly GWArc)

Co-Applicant, if applicable ⁽¹⁾ _____

Owner of project (if not developer/sponsor) ⁽²⁾ _____

Mailing Address 56 Chestnut Street, Waltham, MA 02453

Daytime Phone (Contact Person/Primary Applicant) 781-899-1344 x4112; 339-222-6599 (cell)

Email address gvonleh@oppsforinclusion.org

Fax number 781-899-2197

Developer (if different than applicant) _____

Developer mailing address _____

Developer daytime phone _____

Developer email address _____

Developer fax number _____

SECTION II PROJECT INFORMATION

Project Name Fiske Avenue Community Residence

Address of Project 15 Fiske Ave, Waltham, MA 02453

Assessor's Parcel ID R058 027 001

(see <http://waltham.patriotproperties.com/default.asp> to look up parcel ID by address)

Type of CPA-funded project (check all that apply):

☐ Creation

☐ Preservation

☐ Support

☒ Acquisition

☐ Rehabilitation and Restoration

Brief project description Phase 1 of two-phase project. Phase 1 includes the acquisition of the single family home at 15 Fiske Ave, Waltham. Following acquisition, Opportunities for Inclusion plans to renovate the property to create a fully accessible community residence (group home) for 5 individuals with intellectual and developmental disabilities. The project will ultimately provide 5 affordable bedrooms in a single family home. OFI will seek CPC funding for phase 2 renovations at a future date. OFI (formerly GWArc) is a non-profit organization that has been operating in Waltham for over 65 years.

PROJECT FUNDING

City Funding Sources	\$	Purpose
CDBG/Housing Development		
Community Preservation Fund	1,627,860	Acquisition, Design and Due Diligence
Other Waltham City funds		
Total amount of City funding requested	1,627,860	
Estimated total Development Costs	TBD - Phase 2	

TYPE OF HOUSING (check all that apply and provide Number of units)

Housing Target Class	Housing Target	Number of Units
Homeownership	<input type="checkbox"/> Single Family	
	<input type="checkbox"/> Condominium	
	<input type="checkbox"/> Cooperative	
	<input type="checkbox"/> Other _____	
Rental	<input type="checkbox"/> Individual/Family	
	<input checked="" type="checkbox"/> Group home/congregate	1 unit, 5 bedrooms
	<input type="checkbox"/> Other _____	
Targeted Population	<input type="checkbox"/> Individual/Family	
	<input checked="" type="checkbox"/> Special needs/Identify needs	IDD and/or ASD
	<input type="checkbox"/> Elderly	
	<input type="checkbox"/> Homeless	
	<input type="checkbox"/> At risk of homelessness	
	<input type="checkbox"/> Other _____	

UNITS OF HOUSING

Unit style	Total # units	# units <= 30% AMI	# units <= 50% AMI	# units <= 80% AMI	# units <= 80-100% AMI	Market Rent(s)	Market Sale Price(s)
SRO							
1 BR							
2 BR							
3 BR							
4 BR							
Other	5 BR; 5	5					

Key: <= is "less than or equal"

SECTION III SITE INFORMATIONLot size (ft²) 18,375 sf (0.422 acre) Lots B & C on attached planZoning district(s) Residence A-4Ward 7-1

Do you have site control (e.g. Purchase and Sales Agreement, option to purchase, deed? Note: Community Preservation Fund applicants are required to submit evidence of site control with the application.)

☒ Yes☐ No

ZONING: If applicable, explain what zoning relief is required (e.g. a zoning variance, special permit) and why. Any zoning relief required will be addressed in Phase 2. Potentially, depending on design elements of the eventual addition, Dimensional relief may be required from the ZBA, but it is the Petitioner's intent to design the proposed addition by-right.

ENVIRONMENTAL: Please describe any anticipated environmental issues/concerns with the site. If the site contains known environmental hazards, provide a remediation plan.

None known.How old is the existing building (or buildings), if applicable? Built about 1948 (pursuant to Assessor's Dept records)

Are there (or will there be) children under the age of seven living on the premises?

☐ Yes☒ No**DISLOCATION:** Will the project temporarily or permanently displace or require relocation of existing tenants?

If yes, please describe any outreach efforts and/or notifications to residents to date.

No

HISTORIC: Is the property listed in the National Register of Historic Places, located in a local historic district, National Register Historic District or eligible for listing in the National Register?

☐ Yes; identify district(s): _____

☒ No

SECTION IV PROJECT SCHEDULE (AFTER APPROPRIATION OF CPA FUNDS)

Milestone	Date
Inform Ward Councillors and immediate abutters of proposed plans	Ongoing
Pre-development (design, zoning, permitting)	Ongoing
Acquisition	6/28/24
Rehabilitation/construction	TBD - Phase 2
Marketing/outreach	TBD - Phase 2
Expected date of project completion	TBD - Phase 2
Full Occupancy	TBD - Phase 2
Other significant milestone to implementation <u>Phase 2 CPC Proposal</u>	TBD - Phase 2
Other significant milestone to implementation _____	
Other significant milestone to implementation _____	

SECTION V FINANCING AND OPERATING BUDGET

PROJECT BUDGET: Submit proforma development and operating budgets. Include all anticipated sources and uses of financing for the project. The operating budget must detail operating income and expenses. Detail the hard and soft costs. Identify contingencies. Applicants may use their own format or any of those used by Massachusetts affordable housing lenders and agencies. Refer to the attached Developer's Checklist which lists all the information required for submission.

CAPITAL NEEDS ASSESSMENT: Community Preservation Funds may not be used for housing-related maintenance costs. All applicants seeking Community Preservation Funds for community housing must submit a capital needs assessment with their application, unless the project is new construction or substantial rehabilitation.

CITY OF WALTHAM ASSESSORS PROPERTY APPRAISAL AND DATA: Applicants must provide an "as is" appraisal of the project building(s) that provides satisfactory evidence that the purchase price of the project building(s) does not exceed fair market value. In addition, all applicants for housing funds must summarize data from the Waltham Assessors Department identifying the assessed value of the project building(s) and comparable properties in the neighborhood and/or City.

PROOF OF FINANCIAL COMMITMENT (INCLUDING COMMITMENTS FOR HOUSING

SUBSIDIES): If the Applicant does not have financing, describe what sources of financing are planned and the time frame that funds are expected to be available, with conditions, deadlines, limitations, and any and all restrictions related to the commitment of non-City sources of funding. If receiving housing subsidies, submit commitment letters or explain when the applicant will seek housing subsidies and from what source(s).

SECTION VI PROJECT DESCRIPTION

Attach answers to the following questions. Applications will be returned as incomplete if all requested information is not provided. Include supporting materials as necessary.

GOALS: What are the goals of the proposed project?

COMMUNITY NEED: Why is this project needed? Does it address needs in existing City plans?

COMMUNITY SUPPORT: What is the nature and level of support for this project? Include letters of support and any petitions. Is a neighborhood outreach program planned?

CREDENTIALS: In Section IV, some critical steps to completion and success of the project were estimated. How will the experiences of the Applicant(s) contribute to the success of this project?

SUCCESS FACTORS: How will the success of this project be measured? Be specific.

MAINTENANCE: If ongoing maintenance is required for your project, how will it be funded? (Note that CPA Funds may not be used for maintenance, but maintenance is an important consideration for all projects.)

ADDITIONAL INFORMATION: Provide the following additional information, as applicable.

OTHER CITY AGENCIES: If actions for acceptance or approval are required from other City Departments, Boards, Commissions, Committees or others, include the reference (s) or proof of the status of their actions. If plans or documents are available from those agencies, provide a reference copy or public location for CPA review.

COMBINATION COMMUNITY HOUSING/COMMUNITY PRESERVATION PROJECTS:

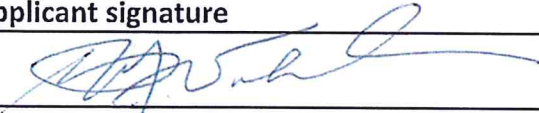
If seeking Community Preservation Funds for a project combining community housing with any other Community Preservation categories (historic, open space, recreation), also submit a complete **Historic, Open Space and Recreation Funding Application WCPA-1**. Items which are common to both Forms can be filled by reference to "WCPA-1".

LEVERAGED ADDITIONAL BENEFITS: Provide information indicating how this project can be used to achieve additional community benefits.

Superscripted Notes:

- (1) **City Property:** If the proposal is located on City-owned land, either the Primary Applicant or Co-Applicant must be the City Board, Commission or Department that has custody of the land.
- (2) **Appraisals:** If the requested funds are for a real estate acquisition, an independent appraisal will be required which the non-City Applicant, if applicable, will be required to fund. No funding decisions will be made without an independent appraisal. Additional appraisals may be required for final approval.

I verify that all information stated in this application is true and accurate.

Applicant signature	Date
	4/9/24

FOR COMMUNITY PRESERVATION COMMITTEE USE ONLYApplication received on 4-9-2024Application received by Julie TooleDate Project presented to CPC for Submission Acceptance Process 4-9-2024

Was Project accepted for Consideration? _____

If accepted for Consideration, Project Public Hearing date _____

Following meeting Date for decision to recommend for funding _____

Was project recommended for funding to the City Council? _____

Was project funded by the City Council? _____

If project funded by the City Council, for how much? _____

Date funding Contract signed with applicant _____

APPLICATION SUBMISSION REQUIREMENTS

Proposals for Community Preservation Act funding must be submitted using the City of Waltham's Application forms WCPA-1 and WCPA-2.

If the proposal is exclusively a community housing project, applicants must submit WCPA-2. If the proposal combines community housing with any other funding category, both WCPA-2 and the WCPA-1 must be submitted. Otherwise applicants can submit just WCPA-1.

All information requested on the application forms must be included with the proposal at the time of submission or it will not be accepted for consideration. Applications may not include any handwritten information.

Applications and all supporting documentation must be submitted as hardcopy with eleven (11) copies (including one unbound for reproduction) to the official mailing address as specified in Article VI. If an Application is recommended for funding by the CPC, then an additional 17 copies must be provided for use by the City Council.

Applicants are encouraged to include any maps, diagrams, and/or photographs pertaining to the project. Letters of support for the project from community organizations or other sources may also be submitted.

Applicants will also submit an electronic version of each and every document submitted in their application if available, either on CD or USB flash drive, preferably in Portable Document Format (PDF) or other commonly used file formats (eg. .doc, .docx, .xls, .xlsx, .jpeg).

Applicants should include actual quotes for project costs whenever possible. If not available, estimates may be used, provided the basis of the estimate is fully explained.

Applicants should pursue matching or supplemental funds from state, federal and/or private sources when available.

Applicants should detail who will be responsible for project implementation and management. Their relevant experience should be included in the narrative. Please be sure that project management costs have been included in the overall project budget.

DEVELOPER CHECKLIST

☐ Submit the information required for **Community Housing Application WCPA-2** and if necessary **Historic, Open Space and Recreation Funding Application WCPA-1**. Applications for CPA funding should be submitted to:

Community Preservation Committee (CPC)
C/O Community Preservation Act Program Manager
Waltham City Hall
610 Main St.
Waltham MA 02452

Or in person, with an appointment, to the Community Preservation Act Program Manager at 11 Carter St..
Telephone: 781-314-3117

REQUIRED FOR ALL HOUSING PROJECTS:

- ☐ Completed WCPA-2 funding requires: ten (10) bound copies, one (1) unbound copy for reproductions, and one electronic copy (CD or thumb drive not in Read-Only status).
- ☐ Development pro forma and operating budgets
- ☐ Preliminary site plan locating existing buildings and parking.
- ☐ Letters of community support, if available.
- ☐ Site approval (eligibility) letter if project requires City applicant or co-applicant.
- ☐ Remediation plan approved by the Conservation Commission if site contains known environmental hazards.
- ☐ Appraisal of the property (required for acquisition only).
- ☐ Commitment letter for housing subsidies or explanation when applicant will seek housing subsidies and from what source(s).
- ☐ Plan to cultivate community support.
- ☐ Proof of hazard insurance (required at closing).

REQUIRED FOR COMMUNITY HOUSING PROJECTS REQUESTING COMMUNITY PRESERVATION FUNDS:

- ☐ Evidence of site control.
- ☐ Capital needs assessment if applicant is applying for funds to create community housing, unless the project is new construction or substantial rehabilitation.
- ☐ Description of project involving other Community Preservation categories (historic preservation, open space, recreation).

FUNDING TERMS

Community Preservation Funds:

- Deferred loans
- Deed restrictions

Housing Development Funds:

- Deferred loans
- Deed restrictions

Housing Rehabilitation Funds:

- Direct loans limited to funding construction.
- Grants for lead paint, asbestos, and other hazard remediation; and removal of architectural barriers for the disabled.

NOTES:

For informational purposes only. Terms are subject to change without notice.

Terms acceptable to the CPC, City Mayor and City Council may vary widely and have not been determined for FY 2007-08 at this time.

Project Description

Goals: What are the goals of the proposed project?

The proposed project is Phase 1 of a two-phase project. The goal of Phase 1 is for Opportunities for Inclusion (OFI) to acquire the single-family property at 15 Fiske Avenue, Waltham. OFI's intention is to renovate the property to become a fully accessible community residence (group home) housing five individuals with intellectual and developmental disabilities, including autism. The phase 1 budget includes acquisition costs and design and due diligence costs following acquisition.

Opportunities for Inclusion will seek CPC funding for Phase 2 renovations at a future date. Phase 2 of the project will encompass renovations needed to provide five individual bedrooms, shared bathrooms, and shared common space (kitchen and living areas). The five individuals who will occupy the residence are all low-income, and the unit will provide affordable housing for them.

The group residence will be owned and managed by Opportunities for Inclusion (formerly GWArc), a 501(c)(3) non-profit human services agency. Opportunities for Inclusion was founded by pioneering parents in Waltham in 1956 and has provided programs and services for individuals with intellectual and developmental disabilities in Waltham for over 65 years. Opportunities for Inclusion leases and fully occupies the city-owned building at 56 Chestnut Street, Waltham.

Opportunities for Inclusion (OFI) seeks through this Phase 1 acquisition and design project to support creation of an enhanced property for affordable housing and accessible living for five individuals that is durable to wheelchair use and other adaptive/supportive needs.

Community Need: Why is this project needed? Does it address needs in existing City plans?

Individuals with intellectual and developmental disabilities are among the most vulnerable members of society. Many individuals in our programs reside with their families. As parents age or face illness, they may no longer be able to care for their family member at home and seek an alternate stable and supportive living solution. A group residence where five individuals live together with 24/7 staff that ensures nutritious meals, social opportunities, community involvement and a safe environment provides a valued option for many families. The home's location at 15 Fiske Street, 1.1 miles from Opportunities for Inclusion's facility at 56 Chestnut Street, is ideal, as individuals who reside there can attend day programs and recreation activities with a six-minute drive. Close proximity will also facilitate oversight and management of the residence.

Affordable housing is a critical need in Waltham. This project will provide affordable housing for five low-income individuals.

Please see Attachment A, which describes Adult Long Term Residential Services, and the supports Opportunities for Inclusion will provide.

Community Support: What is the nature and level of support for this project? Include letters of support and any petitions.

We are aware of many families who would welcome placement in an OFI group residence for their family member. Having this residence near Opportunities for Inclusion will allow individuals to easily continue to participate in OFI day and recreation programs. In addition, the home's close proximity to Main Street will allow residents, with staff assistance as needed, to easily access local retail, dining and other small businesses, as well as attend community events.

This property will be Opportunities for Inclusion's second group residence. Group residences for individuals with intellectual and developmental disabilities exist in Waltham, run by other providers, and residents have successfully integrated into those neighborhoods.

Letters of support from the following are attached. Additional letters from community members will be sent directly to the Community Preservation Committee.

- Sean Durkee, Waltham Ward 6 City Councilor

Is a neighborhood outreach program planned?

Opportunities for Inclusion will plan a neighborhood outreach program following acquisition of the property. We will invite neighbors to visit 15 Fiske Avenue and/or our 56 Chestnut Street facility for a presentation regarding planned usage of the property, with time for questions and answers. We will also provide neighbors with contact information of our CEO and project manager for questions and comments.

Credentials: In Section IV, some critical steps to completion and success of the project were estimated. How will the experiences of the Applicant(s) contribute to the success of this project?

Gabriel Vonleh is the President and Chief Executive Officer of Opportunities for Inclusion, a position he has held since March of 2019. Gabriel has 25 years of management and consulting experience in the health care field and held several leadership positions at MassHealth during Governor Deval Patrick's administration where he served as Chief Operating Officer. Prior to joining Opportunities for Inclusion, he served as the Chief Executive Officer at the Morris Heights Health Center, Bronx, NY and prior to that he served as the Chief Operating Officer at Codman Square Health Center in Boston. While at Opportunities for Inclusion, Gabriel has overseen several renovation projects in OFI's city-owned leased building at 56 Chestnut Street, including renovation of the kitchen, upgrade of flooring and program rooms in the lower level, and modernization of the elevator. The elevator modernization project was funded by a CDBG grant and successfully completed in collaboration with the City of Waltham Planning Department.

Consultants and team members working on this project include:
The Corporation for Independent Living (CIL), located in Hartford, CT. CIL is a nonprofit organization founded by care service providers who recognized that people and families thrive

best when they have a place to call home—and are fully included in the community. CIL has been involved in developing 2,695 homes including 258 licensed MA community residences.

Robert Guinto has 28 years of experience working for the Commonwealth of Massachusetts in various human service agencies as both a Direct Support Professional (DSP) and administrator. Upon leaving state services, Bob has worked with various nonprofits to evolve and support their program initiatives.

Success Factors: How will the success of this project be measured? Be specific.

We will measure success of our Phase 1 project as follows:

- Acquisition of the property
- Completion of design and due diligence activities with detailed plans for Phase 2 renovations of the property

Maintenance: If ongoing maintenance is required for your project, how will it be funded? (Note that CPA Funds may not be used for maintenance, but maintenance is an important consideration for all projects.)

Following Phase 2 renovations, ongoing maintenance of this property will be required. Opportunities for Inclusion expects to fund these expenses through our residential services budget, which will include an allocation for maintenance. As a nonprofit organization, we will also apply for grants, solicit donations, and hold fundraising events as needed to fund maintenance expenses.

Additional Information: Provide the following additional information, as applicable.

Other City Agencies: N/A

Combination Community Housing/Community Preservation Projects: N/A

Leveraged Additional Benefits:

As referenced in our letters of support, this project will further enhance Waltham's reputation as an inclusive and supportive city for all of its residents.

Attachment A

Opportunities for Inclusion Adult Long Term Residential (ALTR) Services

Opportunities for Inclusion Adult Long Term Residential (ALTR) services are an array of services and supports provided in individuals' homes on a 24-hour basis that promote the independence, health and well-being, self-determination, and community inclusion of a person who has significant, long-term physical, cognitive, sensory, health and/or behavioral health needs. ALTR services are long-term in nature and intended to offer individuals their services within their primary residence.

ALTR supports are designed for each individual utilizing person-centered planning and coordination. This is an approach to assessment, planning, and coordination of services and supports that is focused on the individual's goals, needs, preferences, and values. The person directs the development of the plan, which describes the life they want to live in the community. Services and supports are coordinated across providers and systems to carry out the plan and ensure fidelity with the person's expressed goals, needs, preferences, and values.

A multi-disciplinary team approach is used for the provision of services. Opportunities for Inclusion engages a team of direct support professionals, licensed nurses, and other clinical professionals to effectively coordinate and provide the supports to meet individual needs and the collective needs of the small group of individuals living together.

Services and supports may include, but are not limited to, assistance with acquisition, retention, or improvement in skills related to activities of daily living, household management, community involvement, medication and medical management, and financial management.

Behavioral/clinical support, supervision, transportation, and assistance to maintain housing that meets their needs and interests are also components of this service.

Supports are designed to develop and promote individuals' rights and dignity, effective communication, goal development, skill acquisition, community membership, mutual relationships, individual control, decision-making, and to optimize their personal and environmental safety and physical and mental health. In addition, ALTR services support each individual's independence and comports fully with standards applicable to Home and Community Based settings delivered under Section 1915(c) of the Social Security Act, including those requirements applicable to provider-owned or controlled homes, except as supported by the individual's specific assessed need and set forth in the person-centered plan.

Supportive Technology is to be utilized to increase opportunities for individuals to achieve greater independence and control over their lives. Supportive technology in conjunction with the design of the home should meet individuals' environmental accessibility needs to be as independent as possible. This may include outfitting homes with individual specific assistive technology devices identified through an assistive technology assessment.

Opportunities for Inclusion would like to purchase the single-family property at 15 Fiske Ave, Waltham to convert into an accessible group residence for five individuals. Opportunities for Inclusion will be responsible for ongoing maintenance and upkeep of the physical location. Homes must meet standards established by the building codes for residential homes, standards in the MA Department of Developmental Disabilities (DDS) Licensure and Certification Manual and Appendices, as well as comply with the Americans with Disability Act (ADA).

Individuals with accessibility needs must be offered a living arrangement that meets the requirements of the Architectural Access Board (AAB) / ADA standards for accessible housing.

Characteristics of Population to be Served

Individuals may exhibit the following characteristics and/or have the following support needs:

- Individuals with intellectual disabilities or other cognitive limitations, often in conjunction with other significant conditions or diagnoses
- Individuals with traumatic brain injury or acquired brain injury, and who may have other conditions requiring specialized staff or protocols
- Individuals who are deaf blind, deaf blind/intellectually disabled and who may also demonstrate medical diagnoses, mental health, and behavioral issues, secondary to rubella, Usher syndrome, Charge syndrome, cerebral palsy as well as other disorders
- Individuals present a range of physical assistance, mobility, communication, behavioral, social, medical, and emotional support needs
- Individuals who have maintained close personal connections with their families and require assistance to actively participate in those relationships
- Individuals who may require assistance with planning and transportation in order to participate in their local community. Some may need assistance and transportation to maintain employment
- Individuals who may require specialized support in order to meet cultural and linguistic preferences and needs
- Individuals who may have behavioral or mental health issues that require specific supports
- Individuals who require regular, high quality health care monitoring
- Individuals who may have medical conditions that require on-going support and monitoring, including the use of G/J tubes
- Individuals who may have social and communication needs that require specialized, adaptive technology and the provision of necessary supports to navigate effectively within their local community
- Individuals who may require completely accessible barrier-free housing or require extensive special adaptations to the home
- Individuals who may need in-home day supports on a regular or intermittent basis
- Individuals who may need end-of-life care with assistance from hospice services
- Individuals who require the use of sign language, gestures, verbal/non-verbal communication techniques, familiarity, ease of use with tactile signing and adapted communication techniques such as picture/object schedules must be utilized
- Individuals with Congenital Disorders (e.g., muscular dystrophy, other genetic disorders, congenital rubella) and Neuromuscular disorders
- Individuals with Movement Disorders (e.g., Cerebral Palsy)

Funding to operate the home will be provided through the MA Department of Developmental Services. Opportunities for Inclusion is an approved provider to serve individuals under the ALTR DDS procurement.

Working with DDS, individuals to live in the group residence will be identified and planning implemented to support their needs and to make any modifications to the home prior to the completion of construction. This may include lighting or painting for those blind or visually impaired or those needing a Hoyer Lift. With technology it may mean video conferencing devices for the hearing impaired. The importance of family and space to have individuals be with their friends and families is also very important. A home with common space and other spaces that offer privacy other than one's bedroom provides important elements that encourage comfortable visits by families and friends.

Opportunities for Inclusion will be working with its team, contractor, DDS area office, families, and DDS licensing to create an affordable home for five individuals in the coming months. Upon the five individuals' planned occupancy of 15 Fiske Ave, Waltham, DDS and Opportunities for Inclusion will draw up a contract for services to the individuals and a contract for the occupancy costs.

Purchase & Sale Agreement

PURCHASE AND SALE AGREEMENT

04/08/2024

This ____ day of April, 2024.

1. PARTIES AND MAILING ADDRESSES

Michael J. Murray, Jr. and Thomas P. Murray, Trustee of the Old Fiske Church Nominee Trust u/d/t April 30, 1998 recorded with Middlesex South Registry of Deeds in Book 28529 Page 339, hereinafter called Seller, agrees to sell and, Opportunities for Inclusion, Inc., a Massachusetts Non-Profit Corporation, of 56 Chestnut Street, Waltham, MA 02453, acting through its Chief Executive Officer Gabriel Vonleh, hereinafter called Buyer, agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

Land and buildings known and numbered as 15 Fiske Avenue, Waltham, MA 02453 being Lots B and C on the plan recorded with Middlesex Deeds as Plan No. 462 of 1998. For Title Reference see deeds recorded in Middlesex South Registry of Deeds, Book 28529, Page 346 and Book 28529, Page 344.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to Seller and used in connection therewith including, if any, wall to wall carpeting, drapery rods, automatic garage door opener, all venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerator, air conditioning equipment, ventilators, dishwashers, washing machine, and dryers, but excluding automotive machines, equipment and the vehicle lift located in the basement.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to Buyer, or to the nominee designated by Buyer by written notice to Seller at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of the Closing;
- (e) Any easement, restriction and reservation of record presently in force and applicable which does not materially interfere with the reasonable use of the premises as a single-family residence;
- (f) *

5. PURCHASE PRICE

The agreed purchase price for said premises is \$1,500,000.00 (One Million Five Hundred Thousand and 00/100 Dollars), of which

\$ 74,000.00	having been paid as deposit this day, and
\$ 1,000.00	previously paid as a deposit,
\$ 1,425,000.00	are to be paid at the time of delivery of the deed by bank wire transfer or
	Certified bank check.
\$ 1,500,000.00	TOTAL

6. **TIME FOR PERFORMANCE; DELIVERY OF DEED**
Such deed is to be delivered on or before 10:00 AM on June 28, 2024, at the office of Buyer's counsel. Seller and Seller's counsel shall not be required to attend the closing but shall ensure the original closing documents are delivered to the closing attorney in a reasonable timeframe to allow the closing to take place as set forth herein. It is agreed that time is of the essence of this agreement. If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
7. **POSSESSION AND CONDITION OF PREMISES**
Full possession of said premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said premises to be then, (a) in the same condition as at the time of Buyer's offer to purchase, reasonable use and wear thereof excepted, and (b) not in record violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The Buyer shall be entitled personally to inspect the premises prior to delivery of the deed in order to determine whether the condition thereof complies with this paragraph. It is agreed that the BUYER shall not take possession of the premises until the deed has been recorded and the SELLER's proceeds have been released.
8. **EXTENSIONS TO PERFECT TITLE OR MAKE PREMISES CONFORM**
If Seller is unable to give title, make conveyance, or deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts to remove any defects in title, deliver possession as provided herein, or make the premises conform to the provisions hereof, in which event Seller shall give written notice to Buyer at or before the time for performance hereunder, and the time for performance hereof shall be extended for up to thirty (30) days. Seller shall not be obligated to spend more than \$7,500.00, including reasonable attorney fees, but exclusive of the satisfaction of municipal and voluntary monetary liens to make the premises and/or title comply with the terms of this paragraph.
9. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFIRM, ETC.**
If at the expiration of the extended time, Seller failed to remove any defects in title, deliver possession, or make the premises conform, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises refuses to permit the insurance proceeds, if any, to be used for such purposes, then, any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease, and this agreement shall be void without recourse to any party.
10. **BUYER'S ELECTION TO ACCEPT TITLE**
In the event the SELLER fails to remove any defects in title, deliver possession or make the Premise conform in accordance with this Agreement, the BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, or the BUYER may terminate this Agreement, whereupon all deposits made hereunder shall be forthwith refunded to the BUYER and this Agreement shall be void and without recourse to the parties hereto.
11. **ACCEPTANCE OF DEED**
The acceptance and recording of a deed by Buyer or Buyer's nominee as the case may be, shall be full performance and discharge and release of every agreement and obligation herein contained or expressed, except such as are by the terms hereof, to be performed after the delivery of the deed.
12. **USE OF PURCHASE MONEY TO CLEAR TITLE**
To enable Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, except instruments, such as discharges from institutional lenders, which are customarily recorded after closing, or

within a reasonable time after closing, in accordance with The Massachusetts Real Estate Bar Association standards.

13. INSURANCE

Until the delivery of the deed, Seller shall maintain insurance on said premises as follows:

<u>Type of insurance</u>	<u>Amount of Coverage</u>
Fire and Extended Coverage	\$ As Presently Insured
Risk of loss shall remain with Seller until recording of the Deed.	

14. ADJUSTMENTS

Water and sewer use charges, and taxes for the then current year shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by Buyer at the time of delivery of the deed.

15. ADJUSTMENTS OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. If the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

16. BROKER(S) FEE

A Broker's fee for professional services as per listing agreement is due from Seller to Gelineau & Associates, the Broker(s) herein, but only if and when all funds are collected and disbursed, and the deed is recorded.

17. BROKER(S) WARRANTY

The Brokers named herein warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.

18. DEPOSIT

All deposits made hereunder shall be held, in escrow, by Gelineau & Associates as escrow agent, subject to the terms of this agreement, and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by a court of competent jurisdiction. The deposits may not be released from escrow without the written assent of both Buyer and Seller or pursuant to a court order. The recording of the deed to the Premises shall constitute such assent. If any deposits are placed in an interest-bearing escrow account, accrued interest shall be divided equally between Buyer and Seller at closing, unless either party breaches this Agreement, in which case the interest shall be paid to the non-breaching party.

19. BUYER'S DEFAULT DAMAGES

If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as liquidated damages, without further recourse to either party, and this shall be Seller's sole and exclusive remedy both at law and in equity for any default by BUYER hereunder.

20. BROKER AS PARTY

The Brokers named herein join in this agreement and become a party hereto, insofar as any provisions of this agreement expressly apply to the Brokers, and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

21. LIABILITY OF TRUSTEE, SHAREHOLD, BENEFICIARY, ETC.

If Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

22. RELEASE BY HUSBAND OR WIFE

The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.

23. WARRANTIES AND REPRESENTATIONS

Buyer acknowledges Buyer has not been influenced to enter into this transaction nor relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either Seller or the Broker(s): NONE

24. FINANCE CONTINGENCY CLAUSE

In order to finance the acquisition of said premises, Buyer shall apply for funding from the City of Waltham's Community Preservation Commission for the full purchase price of the Premises, which will ultimately require approval from the Waltham City Council.

If despite Buyer's diligent efforts, an approval for such financing is not obtained from the Waltham Community Preservation Commission at its April 16, 2024 meeting, , Buyer, or Seller, may terminate this agreement by written notice to the other party and/or the Broker(s), as agent(s) for the Seller, whereupon any payments made under this agreement shall be forthwith refunded, all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

It is understood by both Parties that subsequent to such funding being approved by the Waltham Community Preservation Commission, the Waltham City Council must approve the funding. Buyer and Seller hereby agree that from the approval of the Community Preservation Commission on April 16, 2024 as referenced above until May 13, 2024, \$37,500.00 of Buyer's deposits shall become nonrefundable in the event that the Waltham City Council does not approve the financing or Buyer otherwise cannot fulfill its obligations hereunder. Buyer and Seller also hereby agree, that after May 13, 2024, the entirety of Buyer's \$75,000 deposits made pursuant to this agreement shall become non-refundable.

25. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer or Seller their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties hereto.

26. LEAD PAINT

The parties acknowledge that under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age in accordance with the provisions of Massachusetts General Laws chapter 111 § 197. It is agreed that upon recording of the deed the Buyer shall assume responsibility for compliance with said law and hereby releases the Seller from any liability for claims relating to the Massachusetts Lead Paint Law.

27. SMOKE & CO DETECTORS

Seller shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.

28. ADDITIONAL PROVISIONS

Addendum 1 attached hereto is incorporated herein by reference.

NOTICE: This is a legal document that creates binding obligations. If not understood, seek competent advice.

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Michael Murray
dotloop verified
04/03/24 12:42 PM EDT
VAOS-VJFZ-9X57-QM/QQ

SELLER: Michael J. Murray, Jr.
DATE:

Thomas Murray
dotloop verified
04/03/24 12:42 PM EDT
THJS-AHQF-LIGE-XDRQ

SELLER: Thomas P. Murray, Trustee
Old Fiske Church Nominee Trust u/d/t
April 30, 1998
DATE:

Gabriel Vonleh
dotloop verified
04/03/24 10:14 AM EDT
B6QH-IT23-MT62-DVTI

BUYER: Opportunities for Inclusion, Inc.
By Gabriel Vonleh
Chief Executive Officer
DATE:

Signature Page of Purchase and Sale Agreement

ADDENDUM-1
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
MICHAEL J. MURRAY, JR. AND THOMAS P. MURRAY, TRUSTEE of the Old Fiske Church Nominee Trust u/d/t April
30, 1998,
SELLER
AND
OPPORTUNITIES FOR INCLUSION, INC., BUYER
WITH RESPECT TO
15 FISKE AVENUE, WALTHAM, MA. 02453

1. AS IS:

Buyer acknowledges the full and ample opportunity to conduct any inspections desired by the Buyer, including without limitation, mechanical, structural, systems, pest and termite, lead paint, mold, asbestos, radon, and any hazardous chemicals, material, or substances. Buyer is fully satisfied with the results of the same, accepts the property in its present "AS IS" condition, and is not relying upon any warranties or representations, express or implied, of Seller or Seller's agents as to the character, quality, use, value, quantity or condition, of the premises, except as expressly set forth herein. Buyer acknowledges that the Seller has no responsibility for any failure by the Buyer to fully exercise such inspections rights. Buyer further understands and acknowledges that the premises and all systems, appliances and personal property included in the transaction are transferred "AS IS", with no warranties or representations regarding their condition or performance either now or at any time in the future. Without intending to limit the generality of the foregoing, Seller does not warrant or represent that the property complies with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or any involving the maintenance, operation or condition of the property. The Buyer's agreements in this paragraph shall survive the delivery of the deed. The closing of this sale, and acceptance and recording of the deed by the Buyer, shall constitute acknowledgment that the premises and systems contained therein are acceptable, and that the quality of the title delivered is acceptable, and that Seller shall have no further obligations or responsibilities for the condition of the premises or the title, and that Buyer releases Seller from any liability in any way related to the condition of the premises, and Title. The provisions of this paragraph shall survive the delivery of the Deed.

2. Lead Paint

Upon the transfer of title as provided herein, Buyer agrees to assume all responsibility and liability for complying with any and all applicable laws concerning lead-based material in the premises and to indemnify and hold harmless Seller from the same. Buyer has been provided with the Department of Public Health Property Transfer Notification form promulgated by the Massachusetts Director of the Childhood Lead Poisoning Prevention Program. Seller has allowed Buyer ten (10) days to conduct inspections to determine whether lead is present on the premises, and Seller disclosed that there may be lead paint on the Premises. The terms of said Certifications shall survive the delivery of the Deed.

3. Entire Transaction:

The entire transaction is contained in this Agreement. All other oral and or written communications are superseded.

4. Notice Provisions

Any notice required or permitted to be given hereunder shall be in writing and delivered by hand, or if during business hours, by facsimile transmission, email, or mailed, postage prepaid, by registered or certified mail, return receipt requested, to the parties at the following addresses:

FOR BUYER

Shawn D. Keefe, Esq.
Connors & Connors LLP
689 Main Street
Waltham, MA 02451
Phone: 781-894-6000
Email: skeefe@connorslaws.com

FOR SELLER

Deirdre T. Murray, Esq.
248 Forest Avenue
Cohasset, MA. 02025
Phone: (617) 909-1099
Email: Deirdretmurray@gmail.com

Any such notice so mailed shall be deemed properly served or delivered for all purposes hereunder at the time such notice is delivered, if by hand or email transmission, or if by mail, at the time such notice is deposited in any post office regularly maintained by the United States Postal Service.

5. Extensions

Buyer and Seller hereby authorize their respective attorney or agent, as the case may be, to execute on their behalf any extensions to the time of performance under this Agreement and any change of location for delivery of the deed, and the Buyer and Seller shall be able to rely upon actual signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

6. Counterpart or Facsimile Signatures

For purposes of this Agreement, counterpart, facsimile, electronic or electronically scanned signatures shall be construed as original. The Parties acknowledge and agree that this Agreement may be signed in counterparts.

7. Additional Documents

The parties hereto also agree to execute and deliver to the requesting party whatever additional documents or amendments to existing documents are reasonably required to effectuate the sale and purchase under this agreement provided such additional documents or amendments are prepared by the requesting party, and do not in any way adversely affect, or otherwise enlarge the liability of, any of the parties relative to said sale and purchase.

8. Closing Documents

Seller agrees to sign all documents reasonably and customarily required by Buyer's title insurance company and, if necessary, the City of Waltham for purposes of Community Preservation Act funding, including, but not limited to, certifications, or affidavits with respect to: (a) persons or parties in possession of the Premises; (b) facts or conditions which may give rise to mechanic's or materialmen's liens; (c) an affidavit pursuant to Section 1445 of the Internal Revenue Code; (d) the true purchase price of the Premises and whether the SELLER has or intends to lend to the BUYER a portion thereof; (e) UFFI Disclosure Affidavit; and (f) 1099 reporting form. Any title insurance affidavit to be signed by Seller at closing shall be limited in scope to mechanic's liens and parties in possession. Seller shall not be obligated to sign a so-called "residential survey" or "owner's" affidavit.

9. Title and Practice Standards

Title shall be determined acceptable under the customary and usual title standards accepted by the Massachusetts Real Estate Bar Association (REBA). Any question regarding the practice or procedure regarding conveyance of the premises shall be governed by the Practice Standard Section of REBA, to the extent applicable.

10. Buyer's Default Damages

If Buyer shall fail to fulfill Buyer's obligations and agreement herein, all deposits made hereunder shall be retained by Seller as complete damages and shall be Seller's sole remedy and recourse in law or at equity, Seller and Buyer hereby agreeing that the deposit hereunder is a reasonable forecast of Seller's losses that would

result if Buyer were to breach this Agreement, which losses could result from Seller's inability to resell the premises for the same agreed purchase price due to any number of presently undeterminable factors, irrespective of any subsequent sales price received by the Seller, and Seller's retention of such deposit in the event of Buyer's default is not to be legally construed as a penalty, but rather a concession for Seller's waiver of Seller's right to pursue specific performance of this contract.

11. Information

Such information as may have been or may hereafter be furnished to the Buyer concerning real estate taxes for the premises is based upon the present tax bill but the Seller does not warrant that such costs will remain the same in the future. The Seller also expressly disclaims any representation or warranties not expressly made in this Agreement concerning the condition of the premises or the costs of operating the same.

12. Access

Buyer shall have access to the premises at reasonable times and upon reasonable notice for taking measurements, etc. to be exercised only in the presence of Seller or Seller's agent. Buyer shall indemnify and hold harmless Seller from and against any and all claims, causes of action or damages related to such access, to the extent not covered by Seller's or any other third-party insurance.

If Buyer or any of Buyer's designees, enter the premises at any time, Buyer shall indemnify Seller and hold Seller harmless from and against any loss, cost, damage or expense arising from said entry onto the premises by Buyer or Buyer's designee to the extent not covered by Seller's or any other third party insurance.

13. No Condition for Sale of Other Realty

The Buyer acknowledges that the Buyer's obligations hereunder are not conditioned or contingent upon the sale or refinance by the Buyer of any other real property and any such condition contained in Buyer's financing commitment shall not be cause for the Buyer to terminate this contract pursuant to the financing contingency contained in this agreement.

14. Joint Obligation

If more than one person signs this Agreement as Buyer, each such person will be equally liable for full performance of all of Buyer's obligations under this Agreement and Seller can enforce this Agreement against such persons as individuals or together.

15. Effect of This Addendum

This Addendum modifies and amends and is hereby incorporated into the Standard Form Purchase and Sale Agreement to which it has been attached. In the event of any conflict between this Addendum and said Standard Form Purchase and Sale Agreement, the terms of this Addendum shall control.

16. All of Seller's representations that are to the best of Seller's knowledge, or similar language, under this Agreement are to the Seller's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

SELLER hereby states as of the date hereof that to the best of their actual knowledge but without duty of independent investigation thereof :

- (a) No written notice or written communication, not heretofore recited, has been received by SELLER (or its agents) from any public authority that (i) the Premises are not zoned for their present use or (ii) there

exists with respect to the Premises any condition which violates any municipal, state or federal law, rule or regulation;

(b) SELLER has no knowledge of any litigation or proceeding pending, or threatened, against the SELLER or relating to the Premises;

(c) There are no easements, rights of ways or restrictions affecting the premises of which the SELLER is aware and are not disclosed herein;

(d) Seller has the legal right, power and authority to enter into this agreement and to perform all of its obligations hereunder.

(e) There are no tenancies, occupancies or licenses in or to the premises, except the Seller.

(f) The Seller has received no notice of eminent domain taking, condemnation, betterment or assessment, actual or proposed, with respect to the premises, and Seller has no reason to believe that any such eminent domain taking, condemnation, betterment or assessment has been proposed or is under construction.

17. Drafting

Each party hereto hereby acknowledges that all Parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other. Further, until all parties execute this Agreement hereto, no party shall be bound by the terms hereof.

18. Next Business Day

If the scheduled closing date, or the date any notice required pursuant to this Agreement is due, falls on a Saturday, Sunday or legal holiday, the Closing Date or due date of said Notice, shall be the next business day.

19. Representation Concerning Brokers

The parties have not contacted any real estate broker in connection with this transaction other than the Brokers named herein, and were not directed to the other party as a result of any services or facilities of any other real estate broker. Each party agrees to indemnify the other against and to hold the other harmless from any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted by any real estate broker with whom either party dealt in connection with this transaction other than those Brokers named herein. The provisions of this paragraph shall survive the delivery of the deed.

20. Assignment/Recording

If the Buyer either makes an assignment of its rights under this agreement or records a copy of this agreement with the Registry of Deeds, the Seller at its option may declare Seller's obligations hereunder to be null and void and may deem the Buyer to be in default of its obligations hereunder, in which case all deposits will be remitted to Seller without further recourse to either party.

21. Disputes

Any dispute hereunder shall be submitted to binding Arbitration before the Real Estate Bar Association in Boston, Massachusetts.

22. Keys/Manuals/Warranties

At the Closing and subject to the recording of the deed, Seller shall assign to Buyer (non-recourse to Seller), if assignable at no additional cost or liability to Seller, any and all service contracts, warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances. After recording of the deed and the release of Seller's proceeds, Seller will also provide Buyer with all keys, automatic garage door openers, if any, and with all manuals and other information in Seller's possession and control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises at the time of the recording of the deed. It is understood that Seller will provide the manuals and other documentation as an accommodation to Buyer, and it is not a condition of Closing.

23. BUYER'S attorney or shall use its best effort to record the appropriate closing documents, at the appropriate Registry of Deeds, on the date of the closing. The parties understand, however, that depending on the time and location of the closing, the documents may not be recorded until the following business day. If this occurs, BUYER shall not be considered in default with the terms of this agreement.
24. **Encroachments.** It is understood and agreed by the parties that the premises shall not be in conformity with title provisions of the Agreement unless:
- (i) all buildings, structures and improvements, including but not limited to any driveways and garages, and all means of access to the Premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity;
 - (ii) no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said Premises;
 - (iii) the premises shall abut and have legal vehicular and pedestrian access to a public way;
 - (iv) the premises comply with the zoning ordinances of the municipality in which the property is located and the provisions of Massachusetts General Laws Chapter 40A or are validly nonconforming;
 - (v) a Certificate of Compliance for any Order of Conditions affecting the Premises has been issued and duly recorded; and
 - (vi) The Buyer is able to obtain a policy or title insurance from a licensed, national title insurance company at standard premium fees with only the standard printed exceptions set forth in Schedule B of the standard ALTA Loan Policy form, excluding those exceptions contained in Paragraph 4 of this Agreement.
25. In the event an owner's policy of title insurance can only be written with so-called affirmative coverage against a known title defect, then BUYER shall have the right (based on opinion and judgment of counsel) to deem such title unmarketable, subject to Seller's right to cure said defects as stated in paragraph 8 of the Purchase and Sale Agreement, in which event all deposits shall be returned and this Agreement shall be terminated.
26. **Internal Revenue Code Section 1445.** SELLER certifies that SELLER is not foreign persons and therefore, the BUYER is not required under Section 1445 of the Internal Revenue Code to withhold any taxes upon the disposition of the Premises to the BUYER, and SELLER agrees to execute an affidavit to this effect at the closing.
27. **Urea Formaldehyde Foam Insulation.** SELLER represents that to the best of their knowledge and belief and without any duty or actual investigation thereof, the premises have not been insulated with Urea Formaldehyde Foam Insulation.
28. **Underground Tanks and Hazardous Materials.** SELLER represents that to the best of their knowledge and belief and without any duty or actual investigation thereof, there are no underground oil or gasoline storage tanks on the premises nor has any such been removed and that no hazardous waste or materials (with the exception of ordinary household materials in ordinary household quantities) has been stored or released on the Premises.
29. **Extension to Perfect Title.** Any extension pursuant to Paragraph 10 of the main body of this Agreement shall be construed to apply only to matters affecting title, to compliance of the premises with laws, rules and regulations governing the premises and to which the premises are subject to under the terms of this Agreement and to casualty losses causing damage to the premises. In the event the closing date is extended in accordance with Paragraph 10 then such extension shall be for as short a time as is required to effect such necessary cure to the title or condition of the premises. SELLER's inability to hire movers or any other such reason as not to physically vacate the premises shall not entitle SELLER to extend pursuant to this provision and Paragraph 10 of the main body.

30. The SELLER represents to the best of their knowledge and belief that there is no other contract, agreements, etc. with any other parties which would prevent, hinder or inhibit the sale of this Premises to the BUYER as contemplated in this Agreement.
31. SELLER represents they have received no written notice of any special assessments or betterments assessed or approved against the Premises nor any discussions or plans for eminent domain takings.
32. SELLER represents that the premises is connected to and serviced by Municipal water and sewer.
33. **Notice of Violation.** The SELLER represents that as of the date hereof the SELLER has received no written notice from any municipal, county, state or federal agency asserting or alleging that the premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters, nor does the SELLER have actual knowledge of such.
34. The SELLER represents that they have never been required to purchase flood insurance for the Premises.
35. **Permits.** SELLER further represents that with respect to any work SELLER has caused to be undertaken at the Premises such work was performed pursuant to a validly issued building permit, if such is required by the municipality in which the property is located. SELLER shall close the following open building permits prior to Closing: 2004 deck permit, 2004 garage permit, 2005 gas permit, and 2010 gas permit.
36. **Errors.** If any errors or omissions are found to have occurred in any calculation or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission.
37. SELLER hereby represents to the best of his knowledge that as of the date hereof, there is no pending Seller bankruptcy, mortgage foreclosure, litigation to which the SELLER is a party or other proceeding that might in any material way impact adversely on the SELLER's ability to perform on the closing date.
38. The SELLER represents that there are no leased fixture(s) or equipment on the premises and that SELLER owns all of the appliances and mechanical systems and components in the premises.
39. This Agreement may be executed in two or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and electronic, digitally reproduced, and facsimile signatures will be effective as originals.
40. This Agreement shall be read as the complete contract between the BUYER and SELLER. If a section of this agreement is deemed to be invalid, its invalidity shall not impinge on the validity of the remaining sections of this Agreement and they shall remain in full force and effect.
41. SELLER shall execute the deed personally. It is agreed that a deed executed under a Power of Attorney shall not constitute a satisfactory deed under Paragraph 4 of the Agreement.
42. Except as otherwise herein provided, the representations contained in this Agreement refer to the date of execution of this Agreement. SELLER will promptly notify BUYER of any material and adverse change in facts of which SELLER becomes aware which arise prior to the Closing which would make any such material representation or warranty untrue if such state of facts had existed on the date of execution of this Agreement and which material and adverse change of facts would have caused a reasonable person exercising reasonable judgment to decline to execute this Agreement ab initio had such changed state of facts been known at the time this Agreement is executed, and unless SELLER shall rectify the cause of such

material change by the original or extended time for Closing hereunder, BUYER shall have the option of canceling this Agreement by notifying the SELLER thereof in writing in which event all deposits made by the BUYER hereunder shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.

43. Notwithstanding anything herein to the contrary, in the event of any damage to or destruction of the Premises by fire, vandalism, or other casualty in excess of \$50,000.00, or in the event of a taking of all or any part of the Premises by eminent domain, then, at the Buyer's option, this Agreement may be terminated, and all funds paid hereunder by the Buyer shall be forthwith refunded to Buyer and this Agreement shall be void and without recourse to either party.
44. Prior to closing, the Seller shall maintain and service the Premises and its appurtenances at the same level of effort and expense as the Seller has maintained or serviced the Premises for the Seller's own account prior to the date of this Agreement.
45. Notwithstanding anything to the contrary herein, SELLER represents that the purchase price, less any anticipated adjustments and SELLER's closing costs, will be sufficient to permit complete payment of all outstanding encumbrances upon the premises or that SELLER has cash on hand to pay any expected deficit.
46. Right to Market / Right of First Refusal: Up until May 13, 2024, or such earlier date that the Buyer secures financing from the Waltham City Council pursuant to this Agreement, the Seller will have the right to continue marketing the subject property. If the SELLER receives an offer that exceeds the purchase price hereunder and which is acceptable to the SELLER, SELLER will contact BUYER and/or BUYER'S agent in writing, with a copy of a signed Offer to Purchase and any attachments thereto (Third Party Offer), to ask the BUYER to remove its financing contingency and move forward with the purchase of the property, and match the price of the Third Party Offer. The BUYER will have 24 hours from receipt of SELLER'S request to remove contingencies or match the Third Party Offer. If BUYER does not remove contingencies the SELLER will authorize SELLER'S agent to return the deposit of the BUYER and SELLER will have the right to sell the property to another buyer. The SELLER's right to market the property shall lapse at the earlier of May 13, 2024 or such date that Buyer secures its financing from the Waltham City Council

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Michael Murray
dotloop verified
04/08/24 12:42 PM EDT
HEJMJ1XO-KASG-FRXN

SELLER: Michael J. Murray, Jr.
DATE:

Thomas Murray
dotloop verified
04/08/24 12:42 PM EDT
BZHG-1E2P-KAJG-IZVL

SELLER: Thomas P. Murray, Trustee
DATE:

Gabriel Vonleh
dotloop verified
04/03/24 10:14 AM EDT
CZGS-JRVA-64QI-EPRI

BUYER: Opportunities for Inclusion, Inc.
By Gabriel Vonleh
Chief Executive Officer

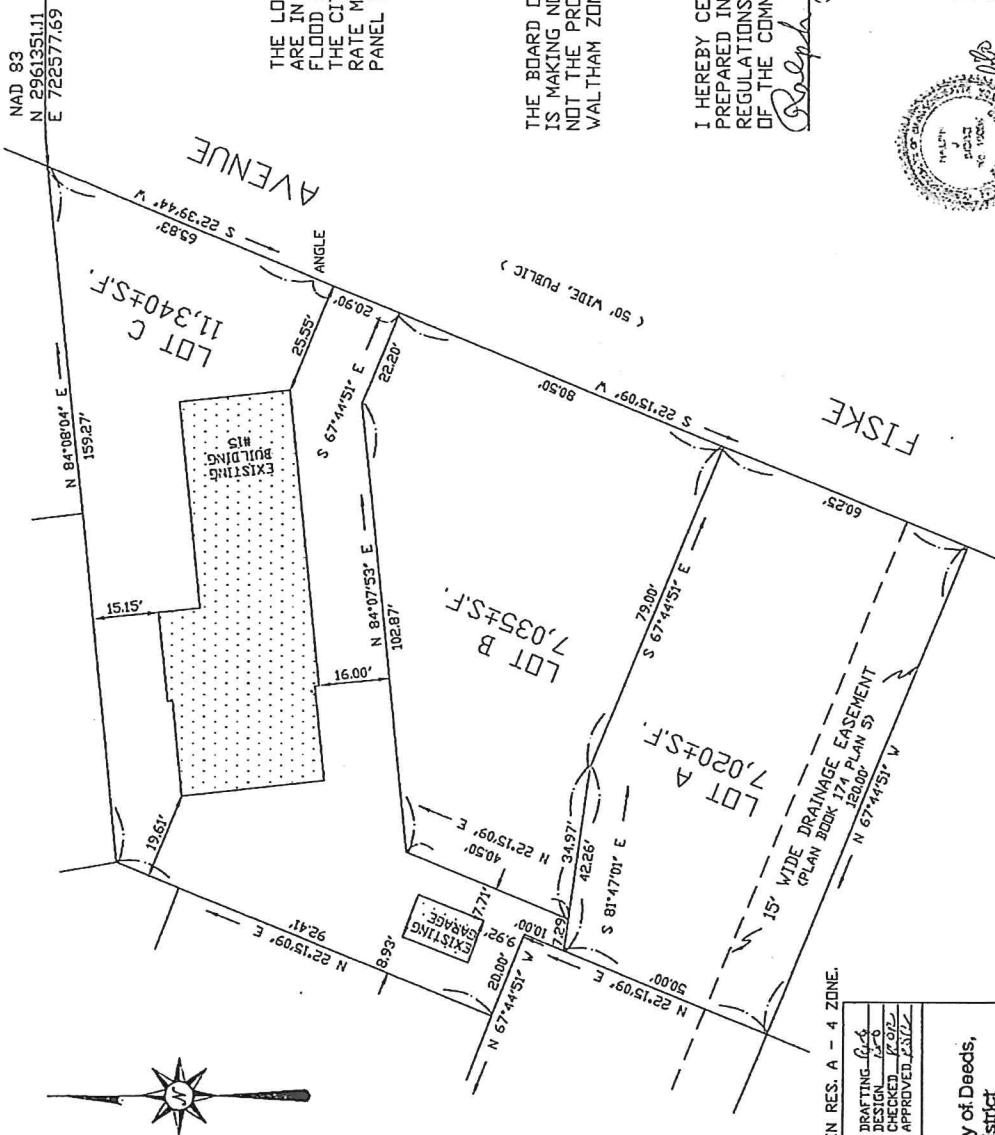
DATE: 04/08/2024

Signature Page of Addendum-1 of Purchase and Sale Agreement

Site Plan (Lots B and C)

PLAN REF: BOOK 23388 PAGE 390
BOOK 16992 PAGE 502

COORDINATES ARE BASED ON A MASSACHUSETTS
D.P.W. TRAVERSE DISK STAMPED 89BE
NAD 1927 NAD 1983
N 501941.26 N 2962616.98991
E 668262.26 E 724561.90115



THE LOTS SHOWN ON THIS PLOT PLAN
ARE IN FLOOD ZONE 'C' AND ARE NOT IN A
FLOOD PLAIN AREA AS DESIGNATED BY
THE CITY OF WALTHAM FLOOD INSURANCE
RATE MAP, COMMUNITY PANEL #250222 - 0002B
PANEL 2 OF 5.

THE BOARD OR THE CLERK OF THE BOARD
IS MAKING NO DETERMINATION AS TO WHETHER OR
NOT THE PROPOSED LOTS COMPLY WITH THE
WALTHAM ZONING ORDINANCE.

I HEREBY CERTIFY THIS PLAN HAS BEEN
PREPARED IN ACCORDANCE WITH THE RULES AND
REGULATIONS OF THE REGISTERS OF DEEDS
OF THE COMMONWEALTH OF MA.

Ralph J. Bulbin
P.R.L.S.



RE - DIVISION
PLAN OF LAND
WALTHAM MA.

TO CREATE LOT A, B & C
SCALE: 1" = 20' JAN. 28, 1998
RALPH J. BULBIN REG. LAND SURVEYOR
10 HAMMER STREET WALTHAM, MA.



PROPERTY LOCATED IN RES. A - 4 ZONE.

RESEARCH: *SP-6*
FIELD CHIEF: *SP-6*
CHECKED: *SP-6*
TOPOGRAPHY: *SP-6*
APPROVED: *SP-6*

Middlesex Registry of Deeds,
Southern District
Cambridge, Massachusetts
Plan No. *462* of 19 *98*
Rec'd. *5-1* 19 *98*
at *Waltham* Doc No. *1744*
Rec'd. Bk *28529* Page *332*

Attest
James L. Jones
Register

NOTE: DATE: *2/1/98*
APPROVAL NOT REQUIRED UNDER THE SUBDIVISION CONTROL LAW BY THE
BOARD OF SURVEY AND PLANNING.

John F. Schneider
JOHN F. SCHNEIDER
BOARD OF SURVEY AND PLANNING
CITY OF WALTHAM, MA. CLERK

L71

Property Appraisal (to be sent separately by 4/15/24)

T Janos Associates Inc
81 Trapelo Rd, #58
Waltham, MA 02452

04/16/2024

Opportunities for Inclusion Inc.
56 Chestnut St
Waltham, MA 02453

RE: Gabriel Vonleh CEO
15 Fiske Ave
Waltham, MA 02453-7703
File No. TJA6029A
Case No. OFI

Dear Client

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

15 Fiske Ave, Waltham, MA 02453-7703

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 04/09/2024 is:

\$ 1,500,000

The opinion of value expressed in this report is contingent upon the limiting conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature: 

Thomas P. Janos
MA Certified Residential Real Estate Appraiser #70160

The purpose of this appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.															
Property Address 15 Fiske Ave					City Waltham			State MA		Zip Code 02453-7703					
Borrower Gabriel Vonleh CEO					Owner of Public Record			Old Fiske Church Nominee Trust			County Middlesex				
Legal Description Book: 54000 Page: 298															
Assessor's Parcel # M: 057 B: 023 L: 0017					Tax Year 2017			R.E. Taxes \$ 5,003							
Neighborhood Name Cedarwood					Map Reference E-2			Census Tract 3684.00							
Occupant <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant					Special Assessments \$ 0			PUD HOA \$ 0			per year		per month		
Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)															
Assignment Type <input checked="" type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input type="checkbox"/> Other (describe)															
Lender/Client Opportunities for Inclusion Inc.					Address 56 Chestnut St, Waltham, MA 02453										
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No															
Report data source(s) used, offerings price(s), and date(s). DOM 96; Subject property was offered for sale.; Original Price \$1,549,000; Original Date 01/04/2024; Broker/MLS PIN# 73190746															
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. Arms length sale; Reviewed Purchase and Sales Agreement with no unusual clauses or contingencies noted.															
Contract Price \$ 1,500,000 Date of Contract 04/08/2024 Is the property seller the owner of public record? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s) Public Records															
Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No															
If Yes, report the total dollar amount and describe the items to be paid. \$0;;															
Note: Race and the racial composition of the neighborhood are not appraisal factors.															
Neighborhood Characteristics					One-Unit Housing Trends					One-Unit Housing		Present Land Use %			
Location		<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values		<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	75 %		
Built-Up		<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply		<input checked="" type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	15 %		
Growth		<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time		<input checked="" type="checkbox"/> Under 3mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	425	Low	1	Multi-Family %		
Neighborhood Boundaries The subject neighborhood is bounded by Totten Pond Rd to the north. South					1,750		High	174	Commercial	10 %					
St to the south. Moody St to the east. Weston border to the west.					775		Pred.	80	Other	%					
Neighborhood Description See comments - Neighborhood Description															
Market Conditions (including support for the above conclusions) The market appears to be stable at the present time. Properties are generally on the market for 0 to 90 days. Demand outweighs supply. Homes that are generally overpriced typically take considerably longer to sell. No major concessions were noted. It was noticed in some sales that sellers will offer to pay a portion of the buyers closing costs. This was not															
Dimensions Refer to Deed					Area 18360 sf		Shape Irregular/Not Adverse			View N;Res;					
Specific Zoning Classification Residential					Zoning Description A-4 7000 SF Min/60 Ft Frontage										
Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use)					<input type="checkbox"/> No Zoning			<input type="checkbox"/> Illegal (describe)							
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.															
Utilities Public Other (describe)					Public Other (describe)					Off-site Improvements--Type			Public Private		
Electricity		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Street Asphalt		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Gas		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alley None		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X					FEMA Map # 25017C0532E					FEMA Map Date 06/04/2010					
Are the utilities and/or off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.															
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe.															
The subject is of legal conforming use. There were no apparent adverse easements, encroachments or illegal uses noted. The subject property may be rebuilt if destroyed per Massachusetts State Law with proper permits from the City.															
General Description					Foundation			Exterior Description materials/condition			Interior materials/condition				
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit		<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space			Foundation Walls Concrete/Avg			Floors Hdwd/Gd							
# of Stories 1.5		<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement			Exterior Walls Brick/Avg			Walls Plaster/Gd							
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit		Basement Area 2608 sq. ft.			Roof Surface Asphalt/Gd			Trim/Finish Wood/Gd							
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish 10 %			Gutters & Downspouts Aluminum/Gd			Bath Floor Tile/Avg							
Design (Style) Contemporary		<input checked="" type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump			Window Type DH/Csmt/Gd			Bath Wainscot Tile/Avg							
Year Built 1948		Evidence of <input type="checkbox"/> Infestation None Ntd			Storm Sash/Insulated Yes			Car Storage <input type="checkbox"/> None							
Effective Age (Yrs) 15		<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement			Screens Yes			<input checked="" type="checkbox"/> Driveway # of Cars 8							
Attic <input type="checkbox"/> None		Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWB <input type="checkbox"/> Radiant			Amenities <input checked="" type="checkbox"/> Woodstove(s) # 1			Driveway Surface Asphalt							
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs		<input type="checkbox"/> Other Fuel Gas			<input checked="" type="checkbox"/> Fireplace(s) # 1 <input checked="" type="checkbox"/> Fence PVC			<input checked="" type="checkbox"/> Garage # of Cars 5							
Floor <input type="checkbox"/> Scuttle		Cooling <input checked="" type="checkbox"/> Central Air Conditioning			<input checked="" type="checkbox"/> Patio/Deck Deck <input type="checkbox"/> Porch None			<input type="checkbox"/> Carport # of Cars 0							
<input type="checkbox"/> Finished <input type="checkbox"/> Heated		<input type="checkbox"/> Individual <input type="checkbox"/> Other			<input type="checkbox"/> Pool None <input type="checkbox"/> Other None			<input type="checkbox"/> Att. <input checked="" type="checkbox"/> Det. <input checked="" type="checkbox"/> Built-in							
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input checked="" type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)															
Finished area above grade contains: 5 Rooms 2 Bedrooms 2.0 Bath(s) 3,460 Square Feet of Gross Living Area Above Grade															
Additional features (special energy efficient items, etc.) Forced warm air heating supplied by gas. Central Air. Fireplace in the study, Rear deck															

Uniform Residential Appraisal Report

There are 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 899,900 to \$ 1,199,000	
There are 7 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 1,050,000 to \$ 1,875,000	
FEATURE	SUBJECT
Address	15 Fiske Ave Waltham, MA 02453-7703
Proximity to Subject	0.13 miles SE
Sale Price	\$ 1,500,000
Sale Price/Gross Liv. Area	\$ 433.53 sq. ft.
Data Source(s)	MLS PIN#73174496;DOM 4
Verification Source(s)	MLS/Assessors/Ext Insp
VALUE ADJUSTMENTS	DESCRIPTION
Sale or Financing	ArmLth
Concessions	Conv;0
Date of Sale/Time	s11/23;c10/23
Location	N;Res;
Leasehold/Fee Simple	Fee Simple
Site	18360 sf
View	N;Res;
Design (Style)	DT1.5;Contemporary
Quality of Construction	Q4
Actual Age	76
Condition	C3
Above Grade	Total Bdrms Baths
Room Count	5 2 2.0
Gross Living Area	3,460 sq. ft.
Basement & Finished Rooms Below Grade	2608sf261sfwo 0rr0br0.2ba1o
Functional Utility	Average
Heating/Cooling	FWA/CAC
Energy Efficient Items	Standard
Garage/Carport	2gd3gbi8dw
Porch/Patio/Deck	Deck
Fireplaces	1 Fpl
Pool	None
Net Adjustment (Total)	\$ 47,888
Adjusted Sale Price of Comparables	\$ 1,386,888
I X did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research did X did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data source(s) Banker and Tradesman	
My research did X did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data source(s) MLS	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	
Price of Prior Sale/Transfer	
Data Source(s)	per B & T/MLSPIN
Effective Date of Data Source(s)	04/09/2024
Analysis of prior sale or transfer history of the subject property and comparable sales The subject property has not sold nor transferred within the past thirty-six months per Banker and Tradesman. The comparables have not sold other than noted above within the past twelve months per Banker and Tradesman.	
Summary of Sales Comparison Approach GLA was adjusted at \$75.00. All comparable's were considered to be the best available at the time of the inspection and gave an accurate indication of value for the subject by the sales comparison approach. Due to the lack of similar type sales within the area, it was necessary to expand the search for comparable's in competitive neighborhoods beyond the preferred one mile radius and six month sales date. This included expanding into the neighboring town of Weston. Also noted current market condition typically warrant two comparables which have sold within ninety days. Due to the limited amount of similar sales only one closed sale which falls within the preferred guidelines was noted. Not considered adverse within the current marketplace. Comps 1 and 2 offer inferior lot size. Adjusted \$20000 for site. Site Adjustments are based on the differences of the lot size between the subject and the comparable sales. Adjustments applied are based on the contributory value of the added land, not the actual cost. Further comments "See Addendum".	
Indicated Value by Sales Comparison Approach \$ 1,500,000	
Indicated Value by: Sales Comparison Approach \$ 1,500,000 Cost Approach (if developed) \$ 1,770,039 Income Approach (if developed) \$	
The market data analysis is the best indicator of value. Cost approach was utilized as guide only due to the subject's age. Income approach was not utilized as the subject is not income producing.	
This appraisal is made X "as is," subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: Appraisal made in as is condition.	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 1,500,000 as of 04/09/2024, which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

ADDITIONAL COMMENTS	"The intended use of this appraisal is for non lender purposes only; the forms used for reporting was developed for use in mortgage transactions, but has been adapted for private use." Codes for Quality, Condition and Abbreviations for terms are normally used in the Uniform Appraisal Data Set (UAD). "See UAD Definitions of Terms"			
	The appraiser that completed this report confirms that they have adequate competency to complete appraisal assignments in the subject's market area.			
	The GLA for the subject property was determined by physically measuring the dwelling. "Measurements were acquired in accordance with the ANSI Z765-2021 square footage method."			
	No functional, external or economic inadequacies noted at the time of the inspection. No physical inadequacy other than normal wear and tear.			
	The subject is legal conforming use. The subject may be rebuilt as is, if destroyed, according to Massachusetts State Law.			
	At the time of the inspection, this appraiser, although not a professional pest control expert, saw no visible evidence of termite infestation or damage to the exterior of the subject property.			
	The appraiser is not an expert in the identification of hazardous substances, or detrimental environmental conditions. The appraiser's inspection of, and inquiries regarding the subject, did not develop any information that indicated any apparent hazardous substances, or detrimental conditions, which would affect the property negatively. An environmental audit may reveal their existence.			
	The comparable's that were utilized within this report were considered to be the best available at the time of the inspection. All comparable's were considered to be good indicators of value.			
	It should be noted that any differences in the number of bedrooms in the comparable's utilized is accounted for in the gross living area adjustment section. No further adjustment appears warranted in the current market place.			
	0-90 days is considered a reasonable marketing period for the subject property based on a review of current market trends. This is provided that the dwelling is marketed at what would be considered to be a reasonable price.			
	The community does participate in the National Flood Insurance Program. It is covered by a regular program.			
	The remaining economic life of the subject property is approximately 55 years.			
	Site values typically exceed 30% of total value in this area.			
	Personal property was not considered in determining the final estimate of market value.			
	The subject property features public water and sewer.			
COST APPROACH	COST APPROACH TO VALUE (not required by Fannie Mae.)			
	Provide adequate information for the lender/client to replicate your cost figures and calculations.			
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Opinion of site value based on the most recent land sales with support from active land listing and pending land sales per MLS.			
	ESTIMATED	<input type="checkbox"/> REPRODUCTION OR	<input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE
	Source of cost data Developers and local contractors			Dwelling 3,460 Sq. Ft. @ \$ 250.00 =\$ 865,000
	Quality rating from cost service Good Effective date of cost data 04/09/2024			Bsmt. 2,608 Sq. Ft. @ \$ 25.00 =\$ 65,200
	Comments on Cost Approach (gross living area calculations, depreciation, etc.)			Deck 10,000
	No functional or external obsolescence noted. Depreciation			Garage/Carport 875 Sq. Ft. @ \$ 25.00 =\$ 21,875
	calculated by Age/Life Method. Cost figures derived from developers and local contractors. Cost Approach utilized only as a guide due to the age of the subject property and the subjectiveness of estimating depreciation accurately. Land values typically exceed 30% of total values in this area. Estimated remaining economic life is 55 years.			Total Estimate of Cost-new =\$ 962,075
				Less Physical 21 Functional 0 External 0
				Depreciation 202,036 0 0 =\$ (202,036)
				Depreciated Cost of Improvements =\$ 760,039
				"As-is" Value of Site Improvements =\$ 10,000
	INCOME	Estimated Remaining Economic Life (HUD and VA only) 55 Years		
INCOME APPROACH TO VALUE (not required by Fannie Mae.)				
Estimated Monthly Market Rent \$ X Gross Multiplier			Indicated Value by Income Approach	
Summary of Income Approach (including support for market rent and GRM)				
PUD INFORMATION	PROJECT INFORMATION FOR PUDs (if applicable)			
	Is the developer/builder in control of the Homeowner's Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached			
	Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.			
	Legal Name of Project			
	Total number of phases	Total number of units	Total number of units sold	
	Total number of units rented	Total number of units for sale	Data source(s)	
	Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion.			
	Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data source.			
	Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.			
	Are the common elements leased to or by the Homeowner's Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.			
	Describe common elements and recreational facilities.			

T Janos Associates Inc.
EXTRA COMPARABLES 4-5-6

File No. TJA6029A
Case No. OFI

Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453

FEATURE	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6
Address	15 Fiske Ave Waltham, MA 02453-7703	148 Main St Waltham, MA 02453	12 Ellis Rd Weston, MA 02493	315 Prospect Hill Rd Waltham, MA 02451
Proximity to Subject		2.00 miles E	1.08 miles W	0.79 miles N
Sale Price	\$ 1,500,000	\$ 1,675,000	\$ 1,650,000	\$ 1,495,000
Sale Price/Gross Liv. Area	\$ 433.53 sq. ft.	\$ 490.91 sq. ft.	\$ 643.53 sq. ft.	\$ 589.98 sq. ft.
Data Source(s)		MLS PIN#73122715;DOM 61	MLS PIN#73175944;DOM 44	MLS PIN#73212374;DOM 12
Verification Source(s)		MLS/Assessors/Ext Insp	MLS/Assessors/Ext Insp	MLS/Assessors/Ext Insp
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +/- \$ Adjustment	DESCRIPTION +/- \$ Adjustment	DESCRIPTION +/- \$ Adjustment
Sale or Financing		ArmLth	ArmLth	Listing
Concessions		Conv;0	Conv;0	Conv;0
Date of Sale/Time		s08/23;c08/23	s12/23;c12/23	c03/24
Location	N;Res;	N;Res;BsyRd +10,000	B;Res; -165,000	N;Res;
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	18360 sf	7611 sf +20,000	2.23 ac -50,000	6925 sf +20,000
View	N;Res;	N;Res;	N;Res;	N;Res;
Design (Style)	DT1.5;Contemporary	DT2;Colonial	DT1;Contemporary	DT2;Contemporary
Quality of Construction	Q4	Q4	Q4	Q4
Actual Age	76	1	68	6
Condition	C3	C1 -167,500	C3	C3 -74,750
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	5 2 2.0	7 3 3.1 -18,000	6 2 2.0	7 4 3.1 -18,000
Gross Living Area	3,460 sq. ft.	3,412 sq. ft.	2,564 sq. ft. +67,200	2,534 sq. ft. +69,450
Basement & Finished	2608sf261sfwo	1360sf1243sfwu +10,000	1718sf1546sfwo +10,000	1358sf815sfwo +10,000
Rooms Below Grade	0rr0br0.2ba1o	0rr1br1.0ba1o -5,000	0rr2br1.1ba2o -21,000	0rr0br1.0ba1o 0
Functional Utility	Average	Average	Average	Average
Heating/Cooling	FWA/CAC	FWA/CAC	FWA/CAC 0	Porch +1,000
Energy Efficient Items	Standard	Standard	Standard	Standard
Garage/Carport	2gbi8dw	2ga2dw +30,000	2gd6dw +30,000	1ga2dw +40,000
Porch/Patio/Deck	Deck	Porch;Deck;Patio -4,000	Patio 0	Porch;Deck -2,000
Fireplaces	1 Fpl	1 Fpl 0	1 Fpl +1,500	1 Fpl
Pool	None	None	None	None
Net Adjustment (Total)		\$ -124,500	\$ -127,300	\$ 45,700
Adjusted Sale Price of Comparables		Net Adj: -7.4% Gross Adj: 15.8% \$ 1,550,500	Net Adj: -7.7% Gross Adj: 20.9% \$ 1,522,700	Net Adj: 3.1% Gross Adj: 15.7% \$ 1,540,700

SALES COMPARISON ANALYSIS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales

ITEM	SUBJECT	COMPARABLE SALE # 4	COMPARABLE SALE # 5	COMPARABLE SALE # 6
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	per B & T/MLSPIN	per B & T/MLSPIN	per B & T/MLSPIN	per B & T/MLSPIN
Effective Date of Data Source(s)	04/09/2024	04/09/2024	04/09/2024	04/09/2024

Analysis of prior sale or transfer history of the subject property and comparable sales Fourth, fifth and sixth sales comparable's were utilized to further support the sales comparison approach. Comp 6 is a pending sale. No adjustment warranted as average active list price to average sales price ratios are current 100% or greater. Adjustments would be based on the difference between the average list price and the average sale price for comparable's within a similar value range as the subject per MLS Market Statistics. Comp 4 located on a busy street. Adjusted \$10000 for location. Comp 5 located in area where homes tend to sell for a premium. Adjusted 10%. Comps 4,5 and 6 where adjusted for there differences in site. Site Adjustments are based on the differences of the lot size between the subject and the comparable sales. Adjustments applied are based on the contributory value of the added land, not the actual cost. Comp 4 is of new construction. Adjusted 10% for condition. Comp 6 is of newer construction an offers more modern kitchen and baths. Adjusted 5% for condition. Condition adjustments based on MLS PIN listing photographs and descriptions offered by the listing broker.

Summary of Sales Comparison Approach

T Janos Associates Inc.
COMMENT ADDENDUM

File No. TJA6029A

Case No. OFI

Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham

State

MA

Zip Code

02453-7703

Lender/Client Opportunities for Inclusion Inc.

Address 56 Chestnut St, Waltham, MA 02453

SUBJECT CONDITION

The subject property is a contemporary style dwelling in good overall condition in immediate need for update nor repair. The subject offers unique open floor plan with two story great room. Spiral staircase at each end of the dwelling. The subject has been well maintained with upgraded kitchen, newer appliances an fixtures. Newer cabinets and counters. Updated Modern baths with newer vanity. Hardwood floors. Most newer windows. Full finished walkout basement with sitting and two half baths. The majority of the basement serves as auto repair shop for auto enthusiast for personal use. No functional obsolescence or physical depreciation noted other than normal wear and tear. The subject utilities were on, functional an in good working order at the time of the inspection.

T Janos Associates Inc.
COMMENT ADDENDUM

File No. TJA6029A

Case No. OFI

Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453

NEIGHBORHOOD DESCRIPTION

The subject is located in Waltham, MA which is approximately 10 miles west of Boston. The immediate neighborhood known as Lower Cedarwood is a older well established neighborhood which consists of a homogeneous mixture of single family dwellings and smaller multi family dwelling which appear to be well maintained in average to good overall condition. Convenient to public schools, parks, local shopping, and public transportation. Considered a beneficial commuter location due to close proximity to Routes 95,20,117,90 and 2 which provides good access to Boston and its employment. There were no adverse factors that would effect marketability noted.

HIGHEST AND BEST USE

The subject's highest and best use is as it's current use as a residential, single family dwelling. The subject conforms to the neighborhood which is mainly residential per neighborhood description and analysis. The appraiser did consider all four factors of highest and best use - legally permissible, physically possible, financially feasible and most profitable. Its present use was considered to be the highest and best use. This is not to say if someone explored the variance process and completed a full highest and best use study, that other uses may exist.

It should be noted that a portion of the subject lot is offered as a individual deeded lot. (Refer to exhibit page.) Approximately 7,020 sf of the subject is a separate deed. It may be considered buildable.

PREDOMINANT VALUES

Neighborhood predominant values range from 425K to 1.75M. The median sale within a mile radius of the subject property is approx 775K per MLS. These sales are generally inferior in GLA, functional utility and are not similar in design and appeal. This does not effect the marketability of the subject property. The subject property is a larger dwelling consisting of 3000 + square feet of living area. This is larger than the average/typical home within the immediate area, therefore its value should be in the higher end of the price range. Not considered an over improvement for the area and has no negative effect towards marketability.

ADJUSTMENTS FOR COMPARABLES

The appraisers adjustments and conclusions were based on market reaction. More specifically, the appraiser gathered data from recent comparable sales in the subject's market and derived adjustments that were considered to be fair and appropriate for the differences. The sales comparison approach was given the most weight in the final reconciliation of value.

It should be noted, due to the unique design and appeal of the subject property, it was necessary to utilize comparable sales which offered similar GLA, room count and functional utility.

It should be noted that any differences in the number of bedrooms in the comparable's utilized is accounted for in the gross living area adjustment section. No further adjustment appears warranted in the current market place.

It should be noted, in this neighborhood there is little direct relationship between the age of houses and their value. Older houses that have been modernized tend to sell for prices per sqft of gross living area similar to newer houses.

BRACKETING TECHNIQUE

When ever possible the appraiser tries to bracket all amenities. If the appraiser is unable to bracket a particular amenity it does not reduce the quality nor integrity of the report. In many instances bracketing can not be done due to what is available to the appraiser in recent sales and or listings. This often leads to comparable's being added to reports that are not credible, sometimes as a request made by lenders, appraisal management companies, and underwriters. The comparable's utilized were considered to be the best available.

In order to adequately determine an opinion of value of the subject property, this appraiser was unable to Bracket the GLA for comparable sales utilized per preferred guidelines.

CONDITION ADJUSTMENTS

Condition adjustments are based on available MLS PIN photographs and descriptions and/or conversations with the listing office. The adjustments represents the appraisers opinion of what the market reaction would be for the differences in updates/upgrades of the comparable's as compared to the subject. Sometimes the condition adjustments differ despite the same condition rating. This is due to specific updates and improvements made to each comparable sale.

Comp 3 is of newer construction an offers more modern kitchen and baths. Adjusted 5% for condition. Condition adjustments are based on available MLS PIN photographs and descriptions and/or conversations with the listing office.

RECONCILIATION

The market data analysis is the best indicator of value. The cost approach was utilized only as a guide due to the subject age and the subjectiveness of estimating depreciation. The Income approach was not utilized as the subject is not income producing.

Noted: Prices and values of higher end properties of this nature can often vary greatly (by hundreds of thousands of dollars) depending on the competition at the time of marketing, the small pool of buyers interested at a point in time and personal tastes in design, appeal and locations. Due to the difficulty of researching, comparing and analyzing quality, conditions and appeal of these units, it can be difficult to identify and adjust differences. The Appraiser has analyzed and adjusted comparable's to the best of his knowledge, research and ability. The final opinion of value appears reasonable, bracketed and supported-especially considering the limitations to the dataset on this assignment.

Most weight placed on comps 1,2,4 and 5 as they offer the most similar room count, bedroom count and functional utility.

Thomas P Janos

T Janos Associates Inc.

T Janos Associates Inc.
SKETCH ADDENDUM

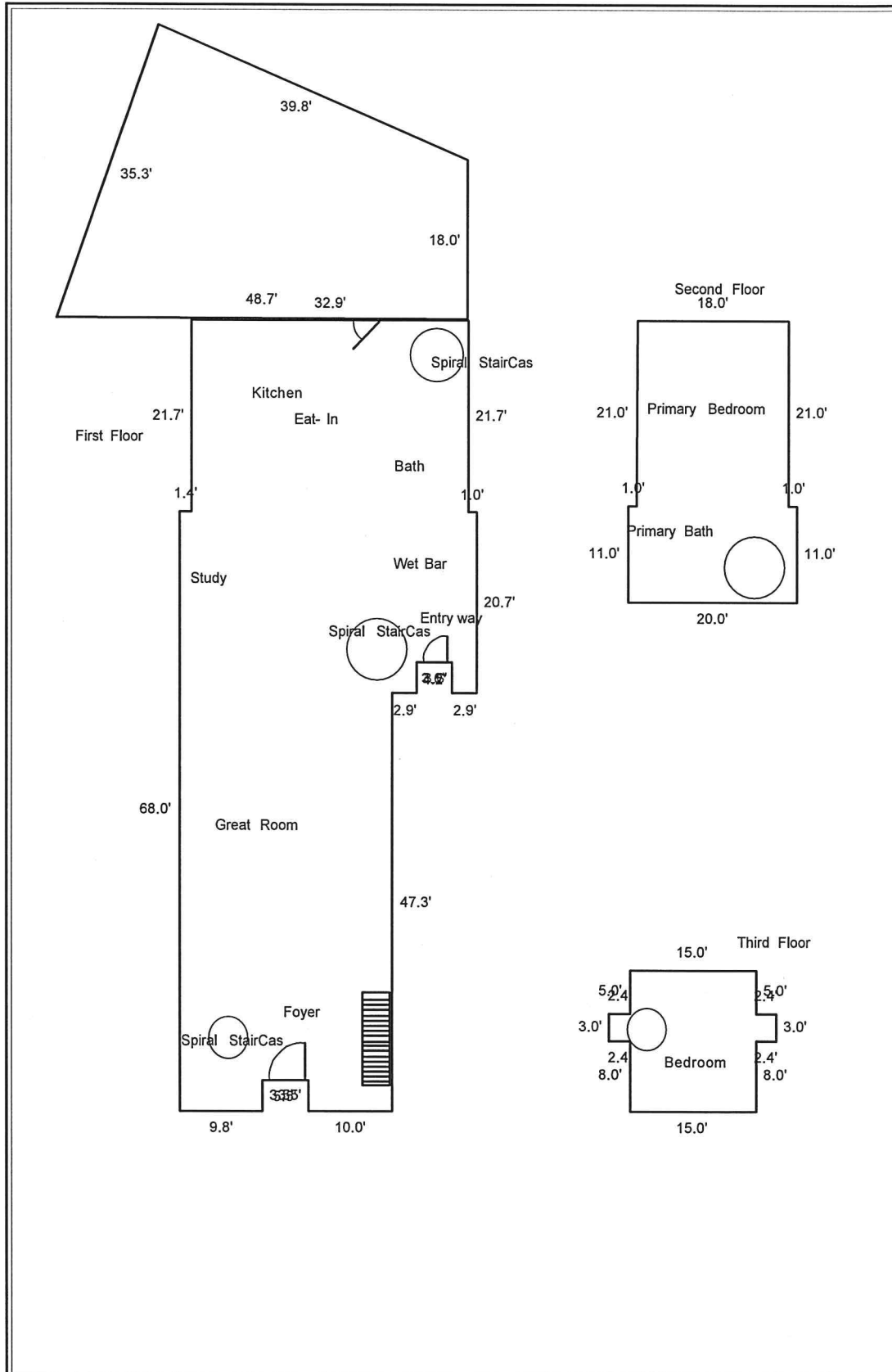
File No. TJA6029A
Case No. OFI

Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453



T Janos Associates Inc.
SKETCH ADDENDUM

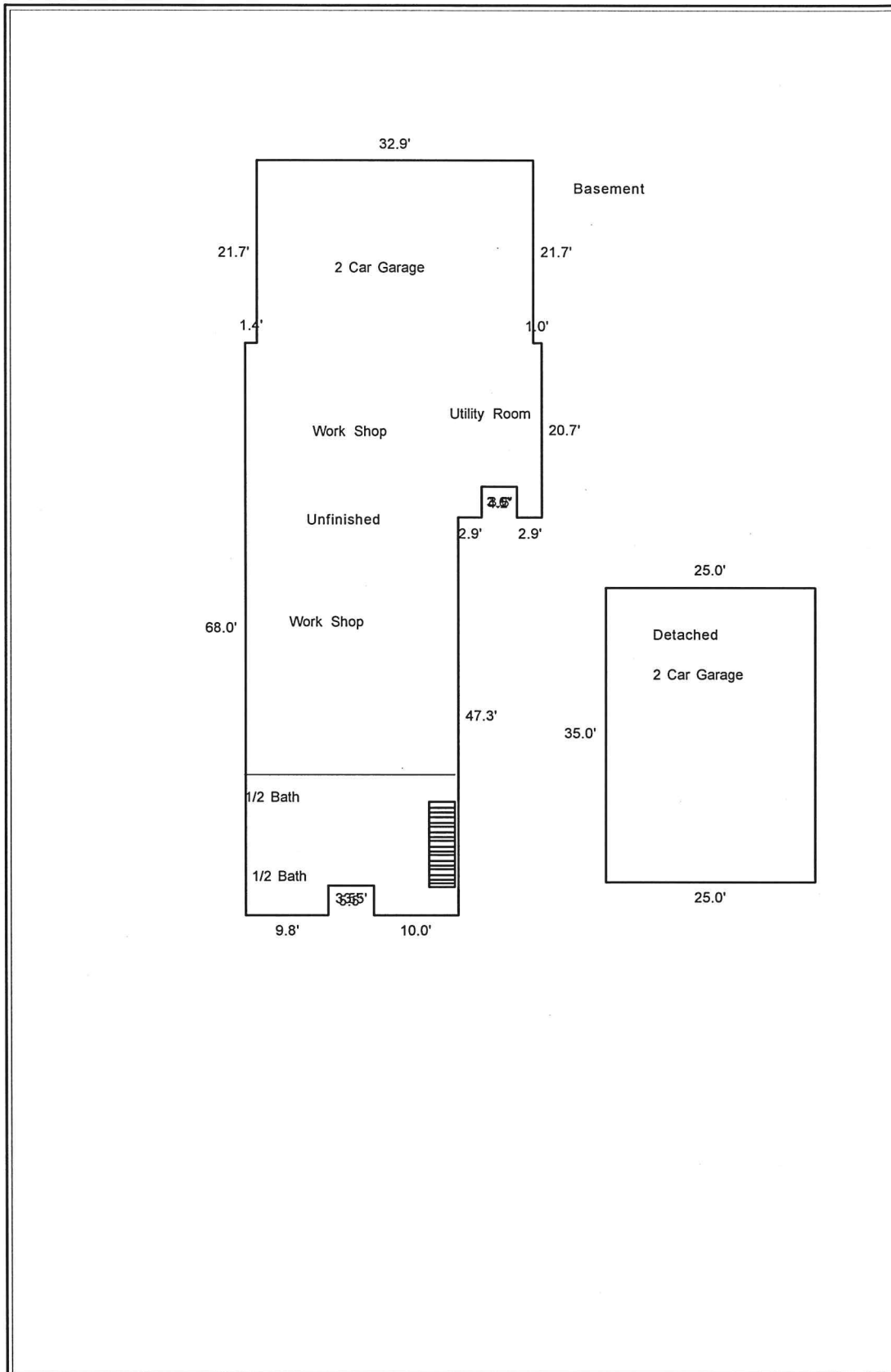
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T Janos Associates Inc.
SKETCH ADDENDUM

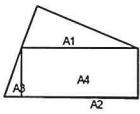
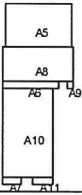
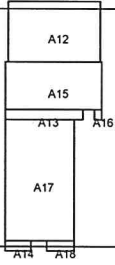


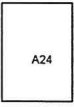
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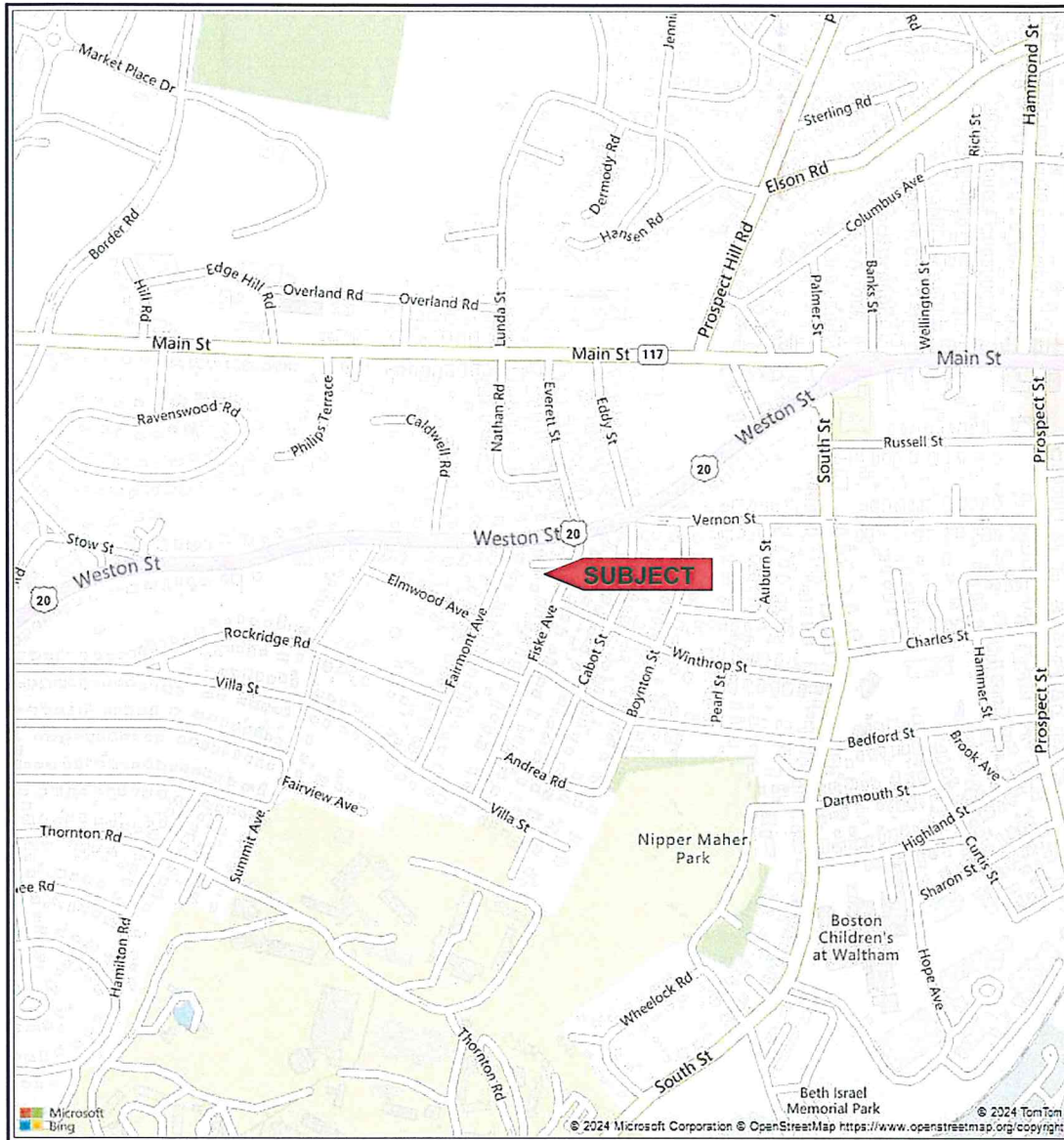
Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453

SKETCH CALCULATIONS		Perimeter	Area
	A1 : $0.5 \times 42.2 \times 15.3 =$		323.6
	A2 : $0.5 \times 48.7 \times 0.1 =$		3.4
	A3 : $0.5 \times 6.5 \times 17.9 =$		57.9
	A4 : $42.2 \times 17.9 =$		754.4
	Deck		1139.3
	A5 : $32.9 \times 21.7 =$		714.8
	A6 : $28.2 \times 3.6 =$		101.5
	A7 : $9.8 \times 3.5 =$		34.3
	A8 : $35.3 \times 17.1 =$		603.6
	A9 : $2.9 \times 3.6 =$		10.4
	A10 : $25.3 \times 43.8 =$		1108.1
	A11 : $10.0 \times 3.5 =$		35.0
Basement			2607.7
Total Misc. Area			3747.0
	A12 : $32.9 \times 21.7 =$		714.8
	A13 : $28.2 \times 3.6 =$		101.5
	A14 : $9.8 \times 3.5 =$		34.3
	A15 : $35.3 \times 17.1 =$		603.6
	A16 : $2.9 \times 3.6 =$		10.4
	A17 : $25.3 \times 43.8 =$		1108.1
	A18 : $10.0 \times 3.5 =$		35.0
	First Floor		2607.7
	A19 : $18.0 \times 21.0 =$		378.0
	A20 : $20.0 \times 11.0 =$		220.0
	Second Floor		598.0
	A21 : $15.0 \times 5.0 =$		75.0
	A22 : $19.8 \times 3.0 =$		59.4
	A23 : $15.0 \times 8.0 =$		120.0
Third Floor			254.4
Total Living Area			3460.1
	A24 : $25.0 \times 35.0 =$		875.0
	Detached Garage		875.0
Total Garage Area			875.0

T Janos Associates Inc.
FLOOD MAP ADDENDUM

File No. TJA6029A
Case No. OFI

Borrower	Gabriel Vonleh CEO						
Property Address	15 Fiske Ave						
City	Waltham	County	Middlesex	State	MA	Zip Code	02453-7703
Lender/Client	Opportunities for Inclusion Inc.		Address 56 Chestnut St, Waltham, MA 02453				



Flood Map Legends

- Flood Zones**
- Areas inundated by 100-year flooding
 - Areas inundated by 500-year flooding
 - Areas of undetermined but possible flood hazards
 - Floodway areas with velocity hazard
 - Floodway areas
 - COBRA zone

Flood Zone Determination

In Special Flood Hazard Area (Flood Zone): Out
Within 250 ft. of multiple flood zones? Not within 250 feet
Community: 250222
Community Name: WALTHAM, CITY OF
Map Number: 25017C0532E
Zone: X Panel: 0532E Panel Date: 06/04/2010
FIPS Code: 25017 Census Tract: 3684.00

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY, OR COMPLETENESS OF THIS REPORT INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

NEIGHBORHOOD MAP

File No. TJA6029A

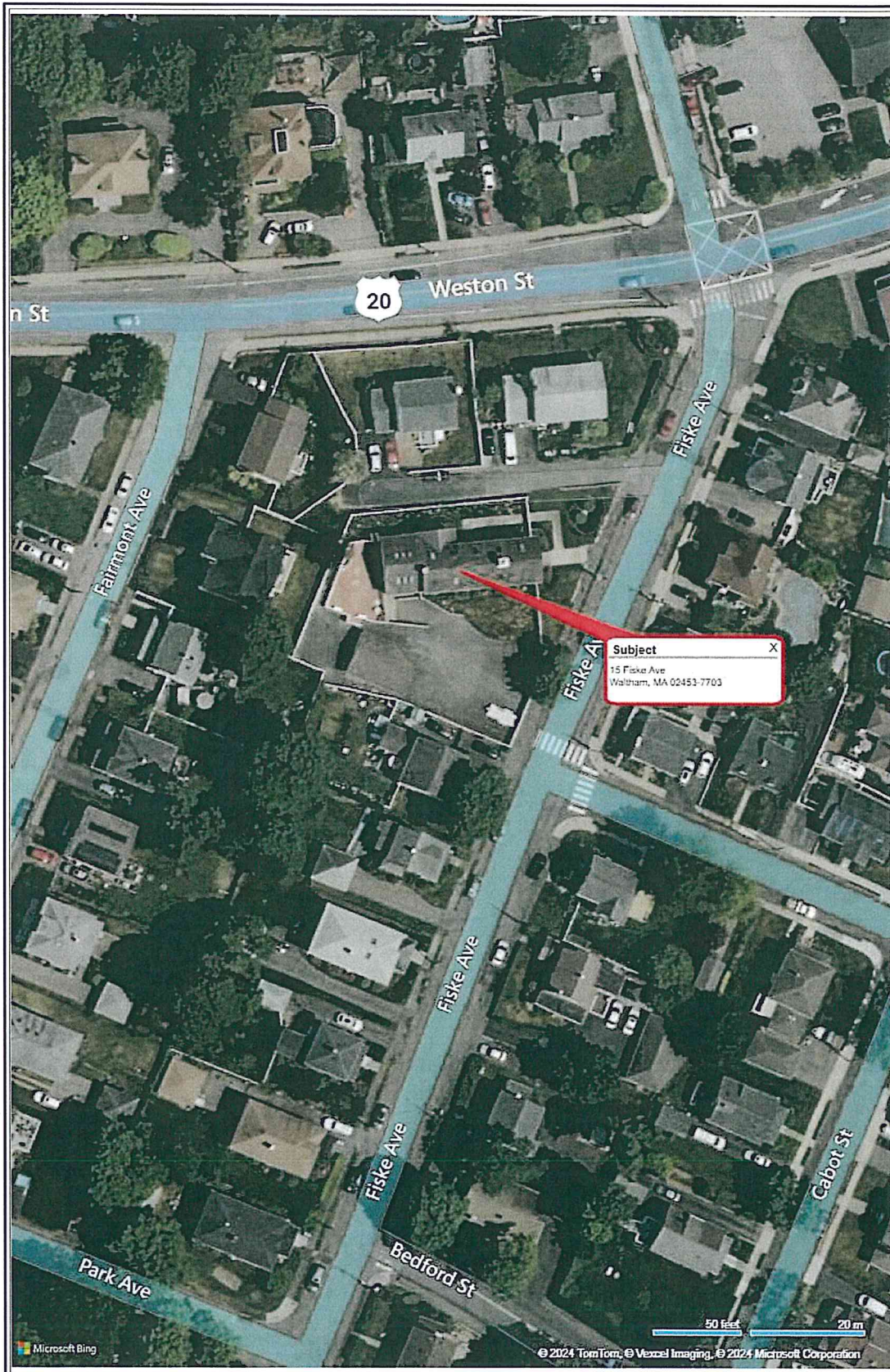
Case No. OFI

Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

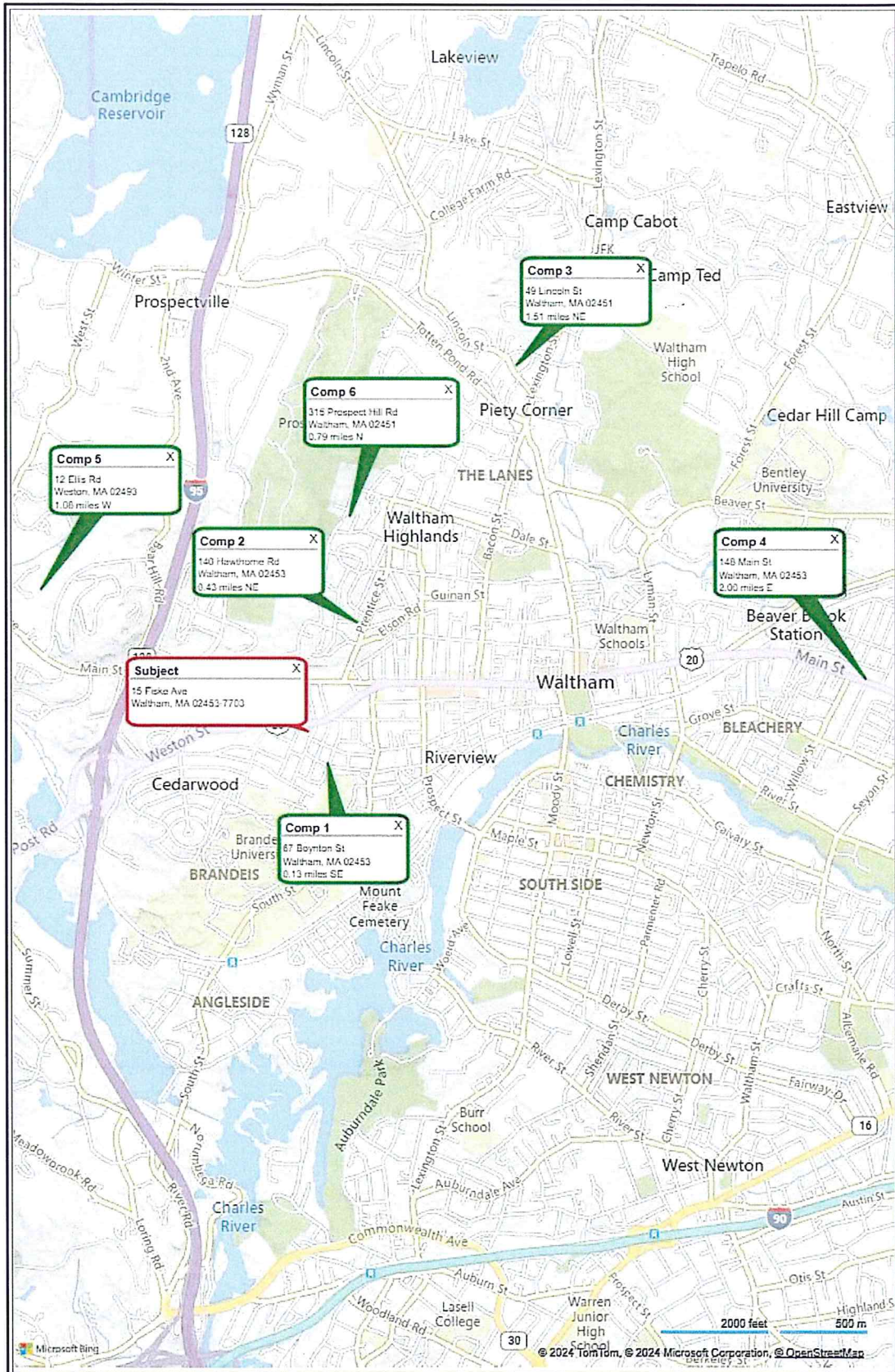
Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453



T Janos Associates Inc.
LOCATION MAP ADDENDUM

File No. TJA6029A
Case No. OFI

Borrower		Gabriel Vonleh CEO	
Property Address		15 Fiske Ave	
City	Waltham	County	Middlesex
		State	MA
		Zip Code	02453-7703
Lender/Client	Opportunities for Inclusion Inc.		
	Address 56 Chestnut St, Waltham, MA 02453		



T Janos Associates Inc.
SUBJECT PHOTO ADDENDUM

File No. TJA6029A
Case No. OFI

Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453



**FRONT OF
SUBJECT PROPERTY**
15 Fiske Ave
Waltham, MA 02453-7703



**REAR OF
SUBJECT PROPERTY**



STREET SCENE

Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453



Opposite Street Scene



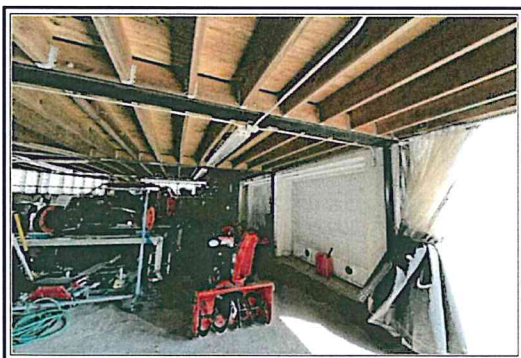
Additional Photo of Front



Detached Garage



Additional Photo of Rear



Built-In Garage



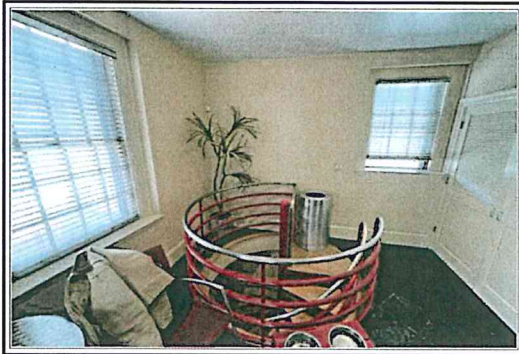
Kitchen

Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

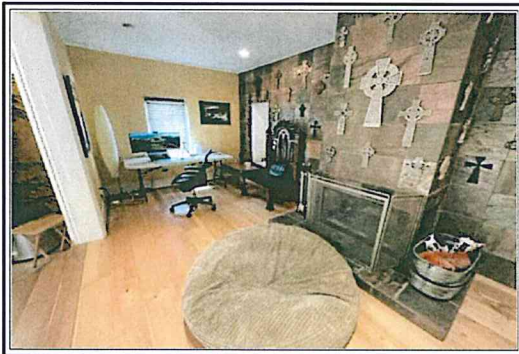
Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453



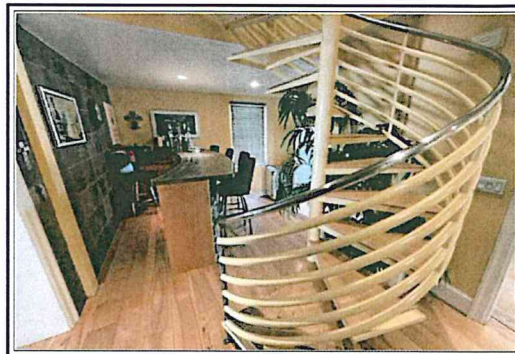
Spiral Staircase to basement



Bath



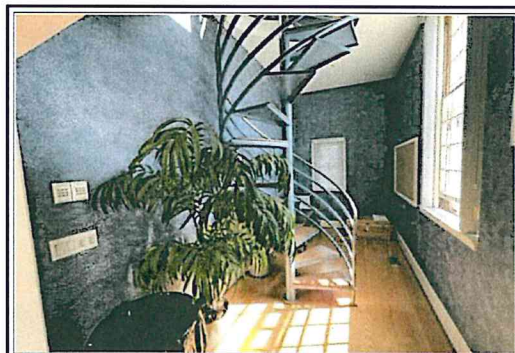
Study



Wet Bar/EntryWay/Spiral Staircase to Bedroom



Great Room



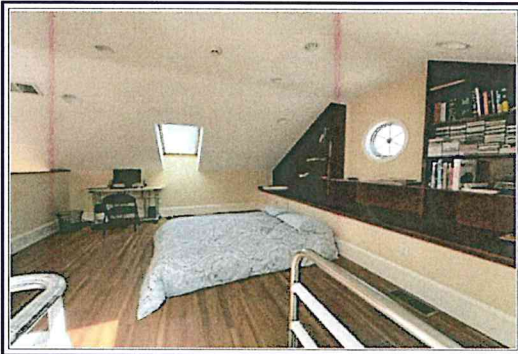
Spiral Staircase to Second Bedroom

Borrower Gabriel Vonleh CEO

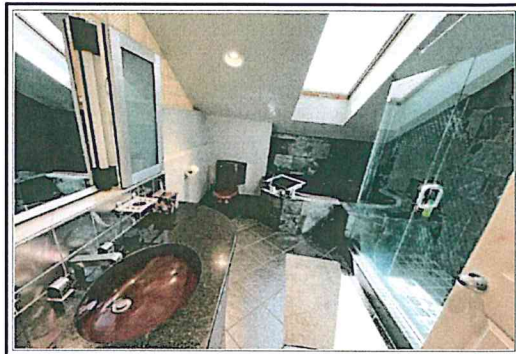
Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

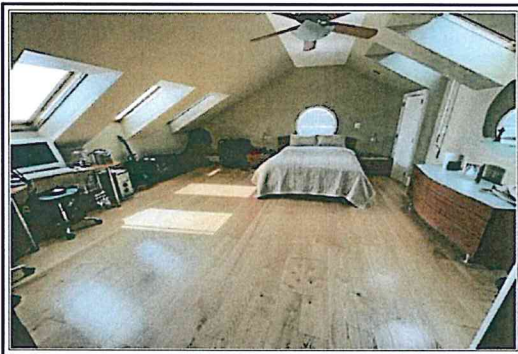
Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453



Bedroom



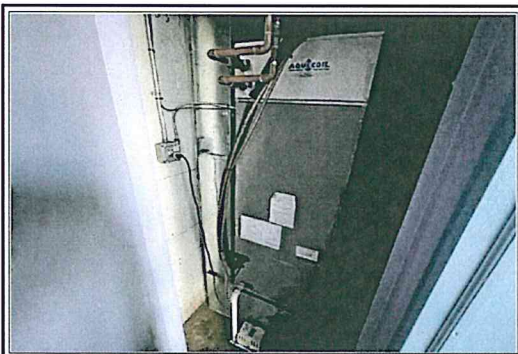
Primary Bath



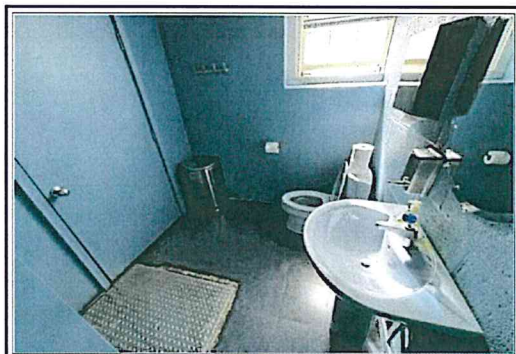
Primary Bedroom



Sitting area



Air Handler



Basement 1/2 Bath

Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

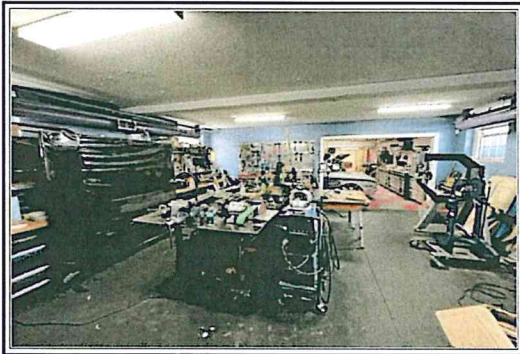
Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453



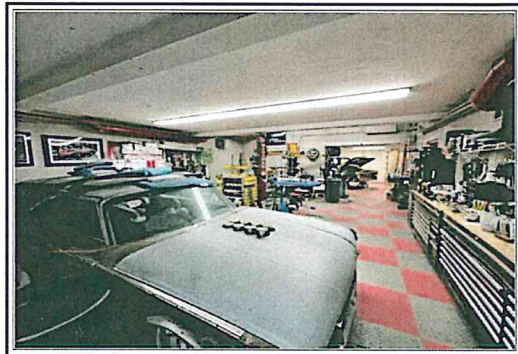
Basement 1/2 Bath



Storage Room



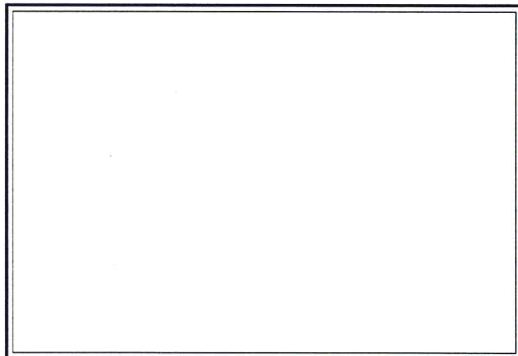
Workshop



Workshop



Air Handler



Borrower Gabriel Vonleh CEO

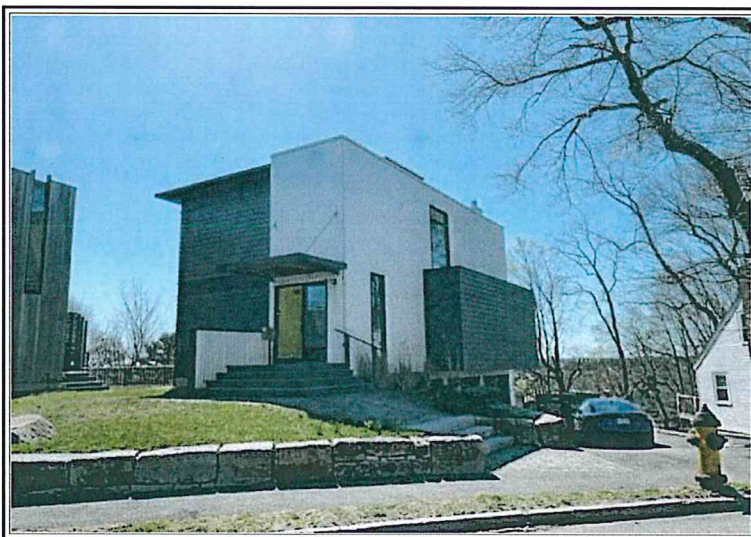
Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453



COMPARABLE SALE # 1
67 Boynton St
Waltham, MA 02453



COMPARABLE SALE # 2
140 Hawthorne Rd
Waltham, MA 02453



COMPARABLE SALE # 3
49 Lincoln St
Waltham, MA 02451

Borrower Gabriel Vonleh CEO

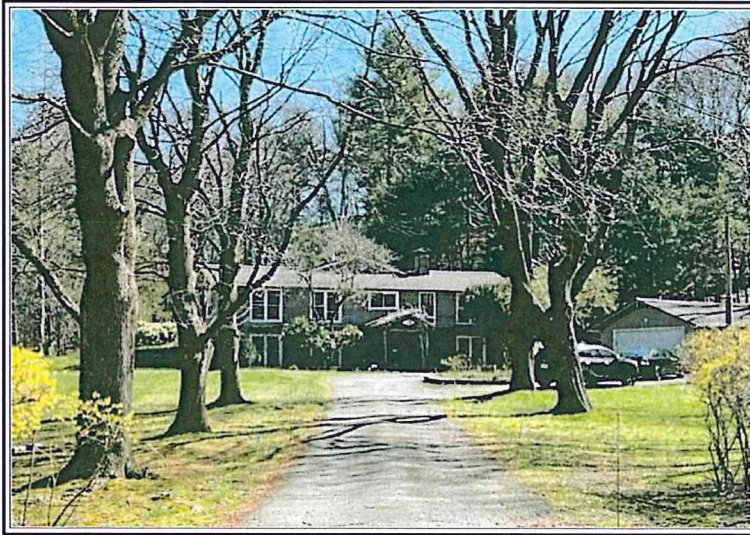
Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453



COMPARABLE SALE # 4
148 Main St
Waltham, MA 02453



COMPARABLE SALE # 5
12 Ellis Rd
Weston, MA 02493



COMPARABLE SALE # 6
315 Prospect Hill Rd
Waltham, MA 02451

Uniform Residential Appraisal Report

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.


2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name Thomas P. Janos
 Company Name T Janos Associates Inc.
 Company Address 81 Trapelo Rd, #58
Waltham, MA 02452
 Telephone Number 781-248-3778
 Email Address thomas@tjanosassociates.com
 Date of Signature and Report 04/16/2024
 Effective Date of Appraisal 04/09/2024
 State Certification # 70160
 or State License # _____
 or Other (describe) _____ State # _____
 State MA
 Expiration Date of Certification or License 05/22/2025

ADDRESS OF PROPERTY APPRAISED

15 Fiske Ave
Waltham, MA 02453-7703

APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,500,000

LENDER/CLIENT

Name Gabriel Vonleh
 Company Name Opportunities for Inclusion Inc.
 Company Address 56 Chestnut St
Waltham, MA 02453
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

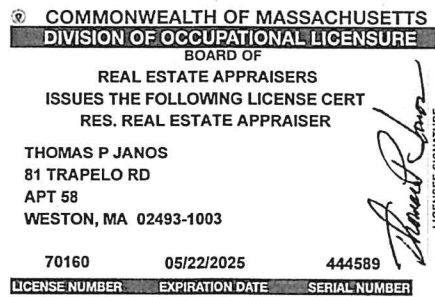
☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453



Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham

County

Middlesex

State MA

Zip Code

02453-7703

Lender/Client Opportunities for Inclusion Inc.

Address 56 Chestnut St, Waltham, MA 02453

APR-29-98 WED 07:18 PM

BK28529PG346

P.03

QUIT CLAIM DEED

The Korean Hope Church in Boston, Inc., a corporation duly established under the laws of the Commonwealth of Massachusetts, and more specifically pursuant to Massachusetts General Laws, chapter 180, having its usual place of business at 15 Fiske Avenue, Waltham, Middlesex County, Massachusetts, for consideration paid of Two Hundred Thousand Dollars (\$200,000.00) and Zero Cents, grants to Michael J. Murray, individually, of 15 Fiske Avenue Waltham, MA

with QUITCLAIM COVENANTS, the land in Waltham, Middlesex County, Massachusetts, more particularly described as follows:

A certain parcel of land situated on Fiske Avenue in Waltham, Middlesex County, Massachusetts, being Lot C on plan entitled, "Re - Division Plan of Land Waltham MA. To Create Lot A, B & C", by Ralph J. Bibbo, Reg. Land Surveyor, dated Jan. 28, 1998 and recorded herewith,

containing, according to said plan, 11,340 square feet more or less.

For our title see Deed of The First Church of Christ Scientist, dated July 1, 1993 And recorded with Middlesex South District Registry of Deeds, Book 23388, Page 395

Witness my hand and seal this

day of April 30, 1998:

The Korean Hope Church in Boston, Inc.

BY: Won Joon Yim
WON JOON YIM, President, The Korean Hope Church in Boston, Inc.

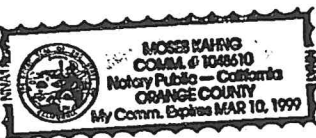
By: Stephen Choi
STEPHEN CHOI Treasurer

State of California

County of ORANGE

APRIL 30, 1998

Then personally appeared the above-named, WON JOON YIM of Korean Hope Church in
and acknowledged the foregoing instrument to be xxx free act and deed, before me, Boston, Inc.
the



Notary Public

My Commission Expires: 3-10-99

TAX 912.00
CASH 912.00
6761A015 07:08
EXCISE TAX

DEEDS REC 15
MIDDLE SOUTH
05/04/98

*** MASS. EXCISE TAX: 912.00 ***

PLAN NO # 462

SEE PLAN IN RECORD BOOK 28529 PAGE 332

MSD 05/01/98 04:06:09 1750 25.00

Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham

County

Middlesex

State MA

Zip Code

02453-7703

Lender/Client Opportunities for Inclusion Inc.

Address 56 Chestnut St, Waltham, MA 02453

BK28529PG347

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On APRIL 30, 1998 before me, MOSES KAHNG, NOTARY PUBLIC

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared WON JOON YIM

Name(s) of Signer(s)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Quitclaim Deed

Document Date: 4-30-98 Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: WON JOON YIM

- ☒ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

Borrower Gabriel Vonleh CEO

Property Address 15 Fiske Ave

City Waltham County Middlesex State MA Zip Code 02453-7703

Lender/Client Opportunities for Inclusion Inc. Address 56 Chestnut St, Waltham, MA 02453

APR-29-98 WED 07:18 PM

BK28529PG344

P. 02

QUIT CLAIM DEED

The Korean Hope Church in Boston, Inc., a corporation duly established under the laws of the Commonwealth of Massachusetts, and more specifically pursuant to Massachusetts General Laws, chapter 180, having its usual place of business at 15 Fiske Avenue, Waltham, Middlesex County, Massachusetts, for consideration paid of Two Hundred Thousand Dollars (\$200,000.00) and Zero Cents, grants to Thomas P. Murray, Trustee of the Old Fiske Church Nominee Trust u/d/t dated April 30, 1998 and recorded herewith, with QUITCLAIM COVENANTS, the land in Waltham, Middlesex County, Massachusetts, more particularly described as follows:

A certain parcel of land situated on Fiske Avenue in Waltham, Middlesex County, Massachusetts, being Lots A and B on plan entitled, "Re - Division Plan of Land Waltham MA. To Create Lot A, B & C", by Ralph J. Bibbo, Reg. Land Surveyor, dated Jan. 28, 1998 and recorded herewith,

containing, according to said plan, 7,020 square feet more or less (Lot A) and 7,035 square feet more or less (Lot B).

For our title see Deed of The First Church of Christ Scientist to us dated July 1, 1993 And recorded with Middlesex South District Registry of Deeds, Book 23388, Page 395

Witness my hand and seal this

day of April 30, 1998:

The Korean Hope Church in Boston, Inc.

BY: WON JOON YIM, President, The Korean Hope Church in Boston, Inc.

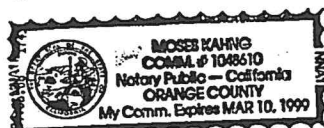
By: Stephen Choi
STEPHEN CHOI Treasurer

State of California

County of ORANGE

APRIL 30, 1998

Then personally appeared the above-named, WON JOON YIM of Korean Hope Church in and acknowledged the foregoing instrument to be ~~xxx~~ free act and deed/before me, Notary Public, Boston, Inc.



Notary Public

My Commission Expires: 3-10-99

TAX 912.00
CASH 912.00
6702045 07:08
EXCISE TAX

DEEDS REC-15
MIDDLE SOUTH
05/04/98

*** MASS. EXCISE TAX: 912.00 ***
Plan No. 462

SEE PLAN IN RECORD BOOK 28526 PAGE 332
MSD 05/01/98 04:06:06 1719 25.00

MSD 05/01/98 04:06:06 1719 25.00

Address of Property and Grantee:
15 Fiske Avenue
Waltham, MA

**UNIFORM APPRAISAL DATASET (UAD)
Property Condition and Quality Rating Definitions**

File No. TJA6029A
Case No. OFI

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized condition and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. It's estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability are somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

**UNIFORM APPRAISAL DATASET (UAD)
Property Condition and Quality Rating Definitions**

File No. TJA6029A
Case No. OFI

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Requirements - Definitions of Not Updated, Updated and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components meet existing market expectations. Updates do *not* include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

Page 29 of 30

APPRAISAL COMPLIANCE ADDENDUM

File No. TJA6029A

Case No. OFI

Borrower/Client Gabriel Vonleh CEO			
Address 15 Fiske Ave		Unit No.	
City Waltham	County Middlesex	State MA	Zip Code 02453-7703
Lender/Client Opportunities for Inclusion Inc.			

This Appraisal Compliance Addendum is included to ensure this appraisal report meets all USPAP 2014 requirements.

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- ☒ Appraisal Report This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- ☐ Restricted Appraisal Report This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- This report has been prepared in accordance with Title XI of FIRREA as amended, and any implementing regulations.

PRIOR SERVICES

- ☒ I have NOT performed services, as an appraiser or in another other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

- ☒ I HAVE made a personal inspection of the property that is the subject of this report.
- ☐ I have NOT made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

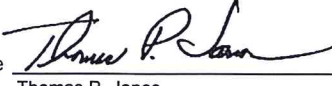
Additional USPAP related issues requiring disclosure and/or any state mandated requirements:

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- ☐ A reasonable marketing time for the subject property is _____ day(s) utilizing market conditions pertinent to the appraisal assignment.
- ☒ A reasonable exposure time for the subject property is 0-90 day(s).

APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
 Name Thomas P. Janos
 Date of Signature 04/16/2024
 State Certification # 70160
 or State License #
 State MA
 Expiration Date of Certification or License 05/22/2025
 Effective Date of Appraisal 04/09/2024

Signature _____
 Name _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____
 Supervisory Appraiser Inspection of Subject Property:
☐ Did Not ☐ Exterior Only from street ☐ Interior and Exterior

Acquisition Budget

Phase 1 - Acquisition Budget (Sources & Uses)
OFI - 15 Fiske Ave, Waltham

Sources of Funds

CPC Grant Funding	\$	1,627,860	
OFI Equity	\$	75,000	
	\$	1,702,860	Subtotal Sources
	\$	1,702,860	Total Sources

Uses of Funds

Acquisition			
Acquisition: Land	\$	-	
Acquisition: Building	\$	1,500,000	
	\$	1,500,000	Subtotal Acquisition
Design & Due Diligence			
Architectural Design	\$	40,000	
Structural Engineering	\$	15,000	
Site Engineering & Design	\$	30,000	
Survey	\$	10,000	
Environmental Engineer	\$	9,500	
Inspections	\$	3,500	
Legal	\$	15,000	
Title & Recording	\$	15,000	
Real Estate Taxes	\$	11,500	
Insurance	\$	25,000	
Appraisal	\$	1,500	
Security	\$	-	
Other Financing Fees	\$	-	
Development Consultant	\$	20,000	
Soft Cost Contingency	3.5%	\$ 6,860	
	\$	202,860	Subtotal Design & Due Diligence
	\$	1,702,860	Total Uses (Phase 1)

Summary

\$	1,702,860	Total Sources
\$	1,702,860	Total Uses

DDS Approval of OFI as Provider of Adult Long Term Residential Services



EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
DEPARTMENT OF DEVELOPMENTAL SERVICES
COMMONWEALTH OF MASSACHUSETTS
1000 WASHINGTON STREET, BOSTON, MA 02118

(617) 727-5608
www.mass.gov/dds

MAURA T. HEALEY
GOVERNOR

KATHLEEN E. WALSH
SECRETARY

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

JANE F. RYDER
COMMISSIONER

TO: Gabriel Vonleh
OPPORTUNITIES FOR INCLUSION

FROM: Dylan Lattimore
Chief Financial Officer

RE: ALTR-24 Award Notice

DATE: May 16, 2023

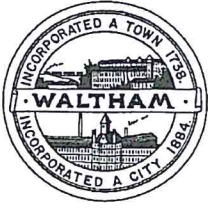
An evaluation team composed of representatives from the Department of Developmental Services (DDS), has completed its review of the ALTR-24 proposal submitted by your organization in response to BD-23-1023-1023C-1023L-85261. On the basis of your submission, the team has found that your organization is *Qualified* to provide the following:

- **Adult Long Term Residential Services**

DDS is processing the Commonwealth Standard Contract Form electronically using Adobe Sign. You will receive a separate email requesting signature. Attached are the instructions on how to complete and sign along with any forms that DDS requires to finalize this contract. Once both parties have electronically signed the contract, you will receive the final version via email for your files.

Thank you. If you have any questions, please send an email to the following address:
DDSPSPProcurement@mass.gov

Letters of Support (Additional Letters will be sent directly to the CPC)



HOUSING AND COMMUNITY
DEVELOPMENT DIRECTOR
ROBERT J. WATERS JR.

CITY OF WALTHAM
HOUSING & COMMUNITY
DEVELOPMENT

25 LEXINGTON STREET, FLOOR 2A
WALTHAM, MASSACHUSETTS 02452
Phone: 781-314-3380
Fax 781-314-3385

April 10, 2024

Mr. M. Justin Barrett, Chair
Community Preservation Committee
Government Center
119 School Street
Waltham, MA 02452

RE: CPA Funding for purchase of 15 Fiske Avenue, Waltham

Dear Mr. Barrett:

The City of Waltham Housing and Community Development office is in support of the Opportunities for Inclusion's (OIC) application to the Community Preservation Committee for funding to purchase the property at 15 Fiske Avenue in Waltham. We support using this property as affordable housing to create a 5-bedroom residential facility for adults with developmental disabilities.

This office is well aware of the need for more affordable housing within our city to serve the needs of our residents. We are also aware of the great work that OIC does on behalf of their clients.

This office has done projects with OIC in the past and most recently provided \$228,000 in CDBG funds for a large project at the OIC property at 56 Chestnut Street to update the elevator and electrical systems. As always, this project went very smoothly and it was a pleasure to work with them.

We have in the past administered CPC funding that has been awarded to non-profits for their projects and are happy to help if needed. Please feel free to contact me if I can be of any further assistance to the Community Preservation Committee.

Sincerely,

Robert J. Waters Jr.
Housing and Community Development Director

cc: Siobhan O'Connell
Joanne Raymond

Toole, Julie

From: Katz, Paul
Sent: Wednesday, April 10, 2024 9:12 AM
To: Toole, Julie
Subject: Support for Opportunities for Inclusion Application

Julie,

As City Councilor for Ward 7, I want to state my support for Opportunities for Inclusion's application for a proposed project at 15 Fiske Ave.

- This location provides nearby amenities for future residents. Nearby and walkable shopping includes Walgreens, Enzina Bakery, Veronica's Market, and more.
- For recreation: fields, walking paths, spray park, and other equipment, Nipper Maher Park is nearby and walkable.
- The address was converted to housing from a former church. With renovations, it may be more conducive to a community residence than as single-family residence.
- There seems to be ample parking at the address so as not to impact neighboring residences. Also the location abuts Route 20, a major thoroughfare.
- Most importantly, Opportunities for Inclusion has shown itself to be an excellent organization with responsible oversight, willing to work with the communities, and not in opposition. I have several community residences in Ward 7, and this is the first time an organization has proactively reached out to me to build a connection. I applaud this.

Cumulatively, these points are important in that the success of a project such as this is to allow the residents an opportunity to become part of a City's community, similar to when they lived at home with their families.

Thank you for this consideration,

Sincerely,

Paul Katz
City Councilor, Ward 7

FROM THE DESK OF:

Sean T. Durkee
City Councilor, Ward 6
Waltham, MA

April 7, 2024

Gabriel Vonleh, CEO
Opportunities for Inclusion
56 Chestnut Street
Waltham, MA 02453

Dear Gabriel,

Please accept this letter as support for your plan requesting Waltham Community Preservation Committee funds for the acquisition of the single-family home at 15 Fiske Avenue in Waltham. Following successful acquisition and renovation, this property will become Opportunities for Inclusion's 2nd community residence/group home and will provide affordable housing for five low-income individuals with intellectual and developmental disabilities.

Waltham desperately needs affordable housing and 15 Fiske Avenue fills those needs. This project will further enhance Waltham's reputation as an inclusive and supportive city for all its residents. The address is a 4-minute drive from my legal residence.

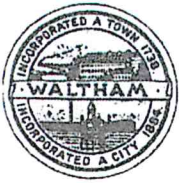
Opportunities for Inclusion is a regional treasure, supporting over 300 individuals annually and providing a multitude of community-based programs for individuals with disabilities. I have long been familiar with your great work (and your predecessor, GWArc) in Waltham and support your efforts to continue to provide current services and the addition of expanded residential services into the future.

Sincerely,



Sean T. Durkee

185 Hammond Street
Waltham, MA 02451
(c) (781) 974-4971



**WALTHAM DISABILITY SERVICES
COMMISSION**
119 School Street
Waltham Massachusetts 02451

April 11, 2024

Justin Barrett Chairperson
Waltham Community Preservation Committee
119 School Street
Waltham, MA 02451


Re: CPA Funding for 15 Fiske Avenue, Waltham MA

Dear Mr Barrett,

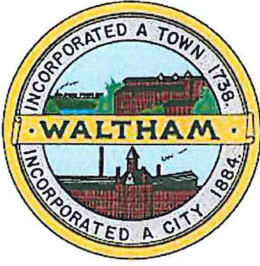
The Waltham Disability Services Commission is in full support of the Opportunities for Inclusion (OIC) application and efforts to purchase the property located at 15 Fiske Avenue with funding by the CPC. We support using this property as affordable housing to create a 5-bedroom residential facility for adults with developmental disabilities.

The Waltham Disability Services Commission supports any and all initiatives to level the playing field for all persons with disabilities.

Sincerely,


Mark A. Johnson

Chairperson
Disability Services Commission



City of Waltham

Massachusetts

CITY COUNCIL

William A. Hanley
City Councilor

April 12, 2024

Julie Toole
CPC Program Manager
City of Waltham
119 School Street, Room 24
Waltham, MA 02451

RE: Support for CPC application to acquire 15 Fiske Avenue

Dear Ms. Toole,

I hope this finds you well. I write to support the CPC application submitted by Opportunities for Inclusion for the purchase of 15 Fiske Avenue. This property lends itself well for the intended use as a group home for the developmentally disabled. OFI has been a great partner to the city, and I support their mission.

The area is accessible to the highways, within walking distance of several local businesses and MBTA bus lines. There are recreational amenities nearby and the area is a safe and welcoming location. There is also ample space in this building to support the future residents of 15 Fiske Avenue. OFI is a responsible, stable, and well-run organization with deep roots in Waltham. As a child, I attended the OFI (formerly GWARC) pancake breakfasts every year and I have seen their good work first-hand. OFI is the gold standard of a non-profit community partner.

If I can answer any questions or provide more information, please feel free to contact me at any time. Thank you for your support and consideration.

Respectfully,

Bill Hanley
City of Waltham
City Councilor, Ward 3
62 Candlewood Drive, Waltham, MA 02451
617-594-2188
whanley@city.waltham.ma.us