

FIRST AMENDED AND RESTATED
PROMISSORY NOTE
(Berrellesa Palms)

\$4,775,000

Martinez, California
December 1, 2012

FOR VALUE RECEIVED, the undersigned Berrellesa Palms, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of Four Million Seven Hundred Seventy Five Thousand Dollars (\$4,775,000) or so much thereof as is disbursed to Borrower pursuant to the Loan Agreement (as defined below), plus interest thereon pursuant to Section 2 below.

This First Amended and Restated Promissory Note ("Note") replaces in its entirety that promissory note executed by Borrower for the benefit of Holder dated October 1, 2010 in the principal amount of Six Hundred Fifty Thousand Dollars (\$650,000) (the "HOME Note"). This Note also replaces in its entirety that promissory note executed by Borrower for the benefit of Holder dated October 1, 2010 in the amount of One Million Five Hundred Twenty Five Thousand Dollars (\$1,525,000) (the "CDBG Note"). Upon execution of this Note by Borrower, the HOME Note and the CDBG Note will be cancelled and returned to Borrower.

All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

1. Borrower's Obligation. This Note evidences Borrower's obligation to pay Holder the principal amount of up to Four Million Seven Hundred Seventy Five Thousand Dollars (\$4,775,000) with interest for the funds loaned to Borrower by Holder to finance the acquisition of the Property and construction of the Development pursuant to the HOME, CDBG, and HOPWA Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

2. Interest.

(a) Subject to Subsection (b) below, this Note bears simple interest at the rate of three percent (3%) per annum from the date of disbursement (including the dates of disbursement made under the HOME Note and the CDBG Note) on the balance from time to time remaining unpaid.

(b) If an Event of Default occurs, interest on all amounts due under this Note will accrue at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Payments due under this Note are due in accordance with this Note and in accordance with Section 2.8 of the Loan Agreement. In any event, the unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is fifty-five years after the Completion Date; provided,

however, if a record of the Completion Date cannot be located or established, the Loan is due and payable on the fifty-seventh (57th) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Affordable Housing Program Manager, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.10 of the Loan Agreement which Section 2.10 is hereby incorporated into this Note.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the

same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

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9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

BERRELLESA PALMS, L.P., a California limited partnership

By: 112 Alves Lane, Inc. a California
nonprofit public benefit corporation, its
general partner

By:_____

Name:_____

Its:_____