PROMISSORY NOTE
(Rodeo Senior _____ Component)

$_____   Martinez,
California

_____, 2021

FOR VALUE RECEIVED, the undersigned La Loma Rodeo EAH, LLC, a California limited liability company ("Developer") 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 _____Dollars ($_____) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Disposition, Development and Loan Agreement between Developer and Holder of even date herewith (the "DDLA").

1.   Developer's Obligation. This promissory note (the "Note") evidences Developer's obligation to repay Holder the principal amount of _____ Dollars ($_____) with interest for the funds loaned to Developer by Holder to finance _____costs of the Development pursuant to the DDLA (the "_____Component").

2.   Interest.

(a)   Subject to the provisions of Subsection (b) below, simple interest will accrue on the outstanding principal balance of the _____ Component at a per annum rate of interest equal to three percent (3%), commencing on the date of disbursement.

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

3.   Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 3.8 of the DDLA. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Predevelopment Component 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 Developer without the prior written consent of Holder, except as provided in the DDLA.

5.   Security. Prior to acquisition of the Property, this Note, with interest, is secured by the Collateral Assignment Agreement. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will be secured by the Deed of Trust and become nonrecourse to Developer, pursuant

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to and except as provided in Section 3.10 of the DDLA which Section 3.10 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Developer 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: Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Developer shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement 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 Developer under this Note, if, for any reason whatsoever, the payment of any sums by Developer 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 Developer obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

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

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)   Developer 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. Developer 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 Developer.

(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 Developer under this Note, either in whole or in part.

9.   Miscellaneous Provisions.

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

(b)   Developer 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 County Documents, of which this Note is a part, contain the entire agreement between the parties as to the Predevelopment Component. This Note may not be modified except upon the written consent of the parties.

signature on following page

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

LA LOMA RODEO EAH LLC,
 a California limited liability company

By: EAH, Inc.,
       a California nonprofit public benefit corporation,
       its sole member

By: _____
Name:_____
Its:_____