

ASSIGNMENT AND ASSUMPTION OF LIMITED PARTNER INTEREST AND
AMENDMENT TO THE PARTNERSHIP AGREEMENT OF
RIDGE VIEW COMMONS ASSOCIATES

ASSIGNMENT AND ASSUMPTION OF LIMITED PARTNER INTEREST AND AMENDMENT TO THE PARTNERSHIP AGREEMENT OF RIDGE VIEW COMMONS ASSOCIATES (the "**Amendment**"), dated as of December 31, 2009, by and among CHEVRON U.S.A. INC., a Pennsylvania corporation, as the original (and Assigning) Investor Limited Partner (the "**Assignor**"), EDEN HOUSING, INC., a California nonprofit public benefit corporation (the "**Assignee**"), RVC INVESTMENTS, INC., a California nonprofit public benefit corporation (the "**General Partner**"), and RIDGE VIEW COMMONS ASSOCIATES, a California limited partnership (the "**Partnership**").

Preliminary Statement

WHEREAS, the Assignor acquired an interest as the original Investor Limited Partner of the Partnership (the "**Interest**") pursuant to the terms of the First Amended and Restated Limited Partnership Agreement of the Partnership dated as of November 15, 1989 (as amended through the date hereof, the "**Partnership Agreement**");

WHEREAS, the Assignee wishes to exercise its option to purchase the Assignor's interest in the Partnership.

WHEREAS, the Partnership and Assignee entered into an Option Agreement dated as of November 15, 1989 as amended on June 17, 2004 (the "**Option Agreement**").

WHEREAS, Section 10.3.1 of the Partnership Agreement authorizes the Assignor to transfer the Interest to the Assignee with the Consent of the General Partner;

WHEREAS, Section 10.5 of the Partnership Agreement authorizes the admission of the Assignee as a Substitute Limited Partner of the Partnership upon satisfaction of certain conditions, including the permission of the General Partner to effect such substitution;

WHEREAS, the Assignor wishes to assign its Interest to the Assignee and the Assignee wishes to accept such assignment of the Interest for the consideration and upon the terms and conditions hereinafter set forth above;

WHEREAS, the General Partner is willing to consent to and acknowledge the assignment of the Interest and to admit the Assignee as a Substitute Limited Partner in accordance herewith;

WHEREAS, the Assignee is willing to undertake all of the obligations of a Limited Partner under the Partnership Agreement (the "**Obligations**"); and

WHEREAS, the Partnership and the General Partner desire to acknowledge such undertaking of the Obligations by the Assignee;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties hereto, the parties agree as follows:

1. Capitalized terms used but not defined herein shall have the respective meanings attributed thereto in the Partnership Agreement.

2. As per the Option Agreement, the parties to this Amendment hereby mutually agree that the purchase price for the Interest shall be Two Hundred Twenty-Five Thousand Dollars (\$225,000) (the "**Purchase Price**"). The Purchase Price shall be payable by Assignee to the Assignor in full in liquid, readily available United States Treasury funds on the Effective Date. Following the complete execution and delivery of this Amendment and upon receipt by the Investor Limited Partner of the payment in full of the Purchase Price, the closing of the purchase and assignment and assumption of the Interest shall be effective (such date hereinafter is referred to as the "**Effective Date**"); however, failure by the Assignee to make payment of the Purchase Price shall constitute a default under this Amendment in which event, and as Assignor's sole and exclusive remedy under this Amendment in respect of such default, this Amendment shall be void and of no further force or effect.

3. Effective as of the Effective Date, the Assignor hereby assigns to the Assignee and the Assignee hereby accepts from the Assignor, all of the Assignor's right, title and interest in and to the Interest, consisting of the Assignor's right to allocations of profits, gain, income and losses and tax credits and all items entering into the computation thereof, inclusive of the capital account of the Assignor, and to distributions of cash, however denominated, under the Partnership Agreement.

4. In further consideration of the assignment effected hereby, the Assignee hereby assumes and agrees to discharge all of the Obligations for the period from and after the Effective Date.

5. Effective as of the Effective Date, (i) the Partnership and the General Partner hereby acknowledge the assignment of the Interest and the assumption by the Assignee of the Obligations pursuant to this Amendment, (ii) the General Partner agrees to admit the Assignee for all purposes as a substituted Limited Partner and (iii) the parties hereby expressly waive any noncompliance with the provisions of the Partnership Agreement, including, without limitation, Sections 10.3.1 and 10.5 thereof, in connection with the assignment effected hereby.

6. By its execution hereof, the Assignee hereby agrees to become a Limited Partner of the Partnership and agrees to be bound and, upon the Effective Date, is bound (to the same extent as the Assignor was bound) by the provisions of the Partnership Agreement as they relate to the Assignor or the Interest for all matters accruing from and after the Effective Date.

(i) The Assignor represents, warrants and covenants to the Assignee and the Partnership that (i) the Assignor is the sole owner of the Interest, free and clear of all undisclosed liens, encumbrances, security interests or claims of third parties of any kind or description, (ii) the Assignor is free to effect the assignment of the Interest as provided herein and such assignment does not violate any law or constitute a default under any agreement to which the Assignor or the Partnership is a party or by which the Assignor or the Partnership is bound, (iii) this Amendment is sufficient in all respects to assign to the Assignee the Interest, and (iv) the Assignor will take no action inconsistent with or in derogation of the Assignment of the Interest effected hereunder.

7. The Assignee represents and warrants to and covenants to the Partnership and the General Partner as follows:

(i) It is acquiring its interest in the Partnership for its own account and for investment purposes only and not with a view to the resale, distribution or other transfer thereof, in whole or in part, in violation of the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state;

(ii) It shall not transfer, sell, assign, pledge, hypothecate or otherwise dispose of all or any portion of its interest in the Partnership in any manner that will violate the 1933 Act, the laws and regulations of the State or the terms and provisions of this Amendment; and

(iii) It understands and acknowledges that (a) the Limited Partner interests in the Partnership have not been registered under the 1933 Act, and are being sold in reliance upon an exemption therefrom for nonpublic offerings under the Act and any state blue sky or securities laws; (b) the transfer of the Interest is restricted; (c) no federal or state governmental agency has made any finding or determination relating to the merits of an investment in the Partnership; (d) no federal or state governmental agency has recommended or endorsed or will recommend or endorse the Interest; and (e) it may not be able to sell or dispose of the Interest as there will be no public market therefor and the Partnership is under no obligation to register the Partnership interests on its behalf or to assist it in complying with any exemption from registration;

(iv) It is an affiliate of the general partner of the Partnership.

(v) It has had the opportunity to make inquiries with respect to the subject transaction and review such documents and other information as it has desired to review in connection with its evaluation of the subject transaction.

(vi) It has the full power and authority to execute, deliver and perform this Amendment;

(vii) All consents or approvals necessary for it to effectuate the transactions contemplated hereby have been obtained;

(viii) It is not bound by any agreement, contract or other circumstance which would prevent it from effecting the transaction contemplated hereby and paying of the Purchase Price to the Assignor; and

(ix) These representations and warranties shall survive the Effective Date.

8. To the extent that state and local transfer taxes are imposed in connection with the transactions under this Agreement for any reason, the cost of such taxes shall be borne solely by Assignee.

9. All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail

and sent by certified or registered mail, postage prepaid, (b) sent by a nationally recognized overnight delivery service, (c) sent by telecopier or other facsimile transmission, or (d) delivered by hand in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other parties.

If to the Partnership or Assignee, at its address set forth in Exhibit A to this Amendment, with a copy to Natalie Gubb, Esq., Gubb & Barshay, LLP, 50 California Street, Suite 3155, San Francisco, CA 94111.

If to the Assignor, c/o Chevron TCI, Inc., 345 California Street, 30th Floor, San Francisco, CA 94104, with a copy to Holland & Knight LLP, 10 St. James Avenue, Boston, MA 02116, Attention: M. Chrysa Long, Esq.

This notice provision and addresses provided by this Section 9 shall constitute an amendment effective as of the date hereof to Section 13.2 of the Partnership Agreement.

10. (a) Each of the General Partner, Assignee and their respective agents, heirs, executors, administrators, affiliates, successors and assigns hereby remise, release and forever discharge the Assignor and each of its affiliates, and its agents, heirs, executors, administrators, officers, managers/managing members, members, general partners, affiliates, successors and assigns of and from all claims, debts, liabilities, obligations, demands, actions, causes of action, suites, judgments, costs, expenses and damages whatsoever of every name and nature, both in law and in equity, whether matured or unmatured, accrued or unaccrued, fixed or contingent, known or unknown, foreseen or unforeseen, which any of the General Partner, Assignee or their respective affiliates has or may have against the Assignor or its agents, heirs, executors, administrators, officers, managers/managing members, members, general partners, affiliates, successors and assigns from the beginning of time to this day but only to the extent relating to the Partnership and its property, both real and personal, except and not including obligations under this Amendment; but for all purposes of this Section 10(a), such release to be effective only if and after the purchase of the Interest under this Amendment has been consummated.

(b) the Assignor and its agents, heirs, executors, administrators, affiliates, successors and assigns hereby remise, release and forever discharge the General Partner and Assignee and their respective affiliates, and its agents, heirs, executors, administrators, officers, managers/managing members, members, general partners, affiliates, successors and assigns of and from all claims, debts, liabilities, obligations, demands, actions, causes of action, suits, judgments, costs, expenses and damages whatsoever of every name and nature, both in law and in equity, whether matured or unmatured, accrued or unaccrued, fixed or contingent, known or unknown, foreseen or unforeseen which any of the Assignor or any of its affiliates has or may have against General Partner or Assignee or their respective agents, heirs, executors, administrators, officers, managers/managing members, members, general partners, affiliates, successors and assigns from the beginning of time to this day but only to the extent relating to the Partnership and its property, both real and personal, except and not including obligations under this Amendment, but for all purposes of this Section 10(b), such release to be effective only if and after the purchase of the Interest under this Amendment has been consummated.

(c) The parties acknowledge that they freely and voluntarily assent to all the terms and conditions of the mutual general releases set forth in this paragraph 10.

(d) Each of the parties acknowledges, in executing the mutual general releases set forth in this paragraph 10, that it does so with full knowledge of any and all rights and benefits that it might otherwise have had under applicable law, and it hereby waives and relinquishes any and all such rights and benefits. Each party acknowledges and agrees that this waiver is an essential and material term hereof, without which such releases would not have been entered into.

11. With respect to the obligations to the Assignor set forth in this Amendment, the Partnership, the General Partner and Assignee shall indemnify and hold harmless the Assignor from any claims, remarks, liens, causes of action, suits, obligations, controversies, debts, costs, expenses, damages and judgment, including in the case of a breach of paragraph 7, recapture, interest and penalties as well as attorneys' fees, incurred by the Assignor relative to the Partnership or the transactions contemplated by this Amendment.

12. As of the Effective Date, the Partnership shall forthwith cause an amendment to the Certificate of Limited Partnership of the Partnership, if required, and cause this Amendment to the Partnership Agreement and any other necessary papers to be filed, recorded and published wherever required showing such substitution.

13. The parties hereto hereby confirm the continuing validity and enforceability of the Partnership Agreement and acknowledge that the Assignee shall succeed to all rights and obligations of the Assignor thereunder as of the Effective Date. This provision shall be construed to amend the Partnership Agreement to the extent necessary to give effect to the provisions of this Amendment.

14. The parties agree that the assignment of the Interest and the other transactions effected hereby shall be effective for all purposes as of the Effective Date.

15. Effective as of the Effective Date, Schedule A to the Partnership Agreement is hereby replaced with the attached Schedule A.

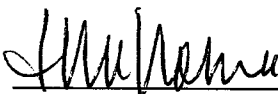
16. This instrument may be executed in several counterparts and all counterparts so executed (whether original or in facsimile form) shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart.

17. This Amendment (i) shall be construed in accordance with the internal laws of the State of California, (ii) may not be amended, modified or terminated except in a writing signed by all parties hereto, and (iii) shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first written above.

ASSIGNEE:

EDEN HOUSING, INC., a California
nonprofit public benefit corporation

By: 
Name: Terese McNamara
Title: CFO

ASSIGNOR:

CHEVRON U.S.A. INC., a Pennsylvania
corporation

By: _____

Its Attorney in Fact

GENERAL PARTNER:

RVC INVESTMENTS, INC., a California
nonprofit public benefit corporation

By: 
Name: Terese McNamara
Title: CFO

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first written above.

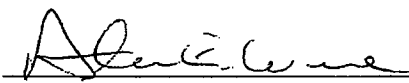
ASSIGNEE:

EDEN INVESTMENTS, INC, a California
nonprofit public benefit corporation

By: _____
Name:
Title:

ASSIGNOR:

CHEVRON U.S.A. INC., a Pennsylvania
corporation

By:  _____
ALAN E. LEVINE
Its Attorney-in-Fact
CHEVRON U.S.A. INC.

GENERAL PARTNER:

RVC INVESTMENTS, INC., a California
nonprofit public benefit corporation

By: _____
Name:
Title:

SCHEDULE A

RIDGE VIEW ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

Name and Address of Partners

Capital Contribution

RVC Investments
c/o Eden Housing, Inc.
22645 Grand Street
Hayward, CA 94541

\$100

Eden Housing, Inc.
22645 Grand Street
Hayward, CA 94541

\$[_____]

TOTAL:

\$[_____]

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