

**ASSIGNMENT AND SUBSTITUTION AGREEMENT
AND SECOND AMENDMENT TO THE FIRST AMENDMENT TO AND
RESTATEMENT OF LIMITED PARTNERSHIP AGREEMENT**

This Assignment and Substitution Agreement and Second Amendment to the First Amendment to and Restatement of Limited Partnership Agreement (the "Agreement") is made as of the 31st day of December ,2009, by and among Eden Housing, Inc., a California nonprofit public benefit corporation (the "Assignor"), Baywood Apartments, Inc., a California nonprofit public benefit corporation (the "Assignee"), and Ridgeview Investments, Inc. (the "General Partner") with reference to the following facts:

A. Chevron U.S.A., Inc. predecessor in interest to Assignor, entered into a First Amendment to and Restatement of Limited Partnership Agreement of Ridgeview Commons Associates, a California Limited Partnership (the "Partnership") effective as of November 15, 1989 (the "Partnership Agreement") as the limited partner, along with Ridgeview Investments, Inc. as the general partner.

B. Assignor desires to assign its limited partner interest in the Partnership to Assignee and Assignee desires to accept the assignment of Assignor's limited partner interest in the Partnership and enter into the Partnership as a substituted limited partner.

E. The parties desire to further amend the Partnership Agreement, as it was amended by the document described in Recital B as set forth below.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto mutually agree as follows:

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

2. Assignor hereby assigns, grants, transfers and sets over to Assignee all of Assignor's rights, title and interest as limited partner in the Partnership as well as all of its obligations attributable thereto, if any, and Assignee hereby accepts all of Assignor's rights, title and interest as limited partner in the Partnership and assumes all of Assignor's obligations relating thereto, if any.

3. Assignor and Assignee at any time and from time to time after the date hereof, shall execute and deliver all such further documents, and take and forbear from all such action, as may be reasonably necessary or appropriate in order more effectively to perfect the transfer of rights and assumption of obligations contemplated herein or otherwise to confirm or carry out the provisions of this Agreement.

4. The Partnership Agreement is hereby amended to substitute Assignee as the limited partner of the Partnership and to provide for the withdrawal of Assignor as the limited partner of the Partnership.

5. Exhibit B to the Partnership Agreement is hereby amended and replaced with the new Amended Exhibit B attached hereto.

6. Except as expressly amended hereby and as previously amended as described in the Recitals, the Partnership Agreement remains in full force and effect in accordance with its terms.

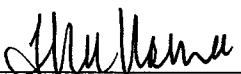
7. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

Signatures provided on the following page

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

ASSIGNOR:

**Eden Housing, Inc.,
a California nonprofit public benefit corporation**

By: 
Name: Terese McNamee
Title: CFO

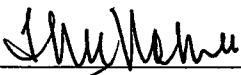
ASSIGNEE:

**Baywood Apartments, Inc.,
a California nonprofit public benefit corporation**

By: 
Name: Terese McNamee
Title: CFO

GENERAL PARTNER:

**Ridgeview Investments, Inc.,
a California nonprofit public benefit corporation**

By: 
Name: Terese McNamee
Title: CFO

**AMENDED EXHIBIT B
PARTNER INFORMATION SCHEDULE
TO THE SECOND AMENDMENT TO THE
SECOND AMENDMENT TO AND RESTATEMENT OF
LIMITED PARTNERSHIP AGREEMENT OF
WASHINGTON CREEK ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP**

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
<u>General Partner:</u>		
Ridgeview Investments, Inc. 22645 Grand Street Hayward, CA 94541		1%
<u>Limited Partner:</u>		
Baywood Apartments, Inc. 22645 Grand Street Hayward, CA 94541		99%