



Rufino Contreras Affordable Housing Corporation, Inc.

Post Office Box 62, Keene, CA 93531 • Telephone (661) 823-6201 • Fax (661) 823-6175

March 19, 2010

Hidalgo County
Attn: Steve de la Garza,
Compliance Division Manager
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

Dear Mr. De La Garza:

Please accept this letter as a formal request for a loan extension of the Hidalgo County HOME loan between Edcouch Housing Development, L.P., a Texas limited Partnership ("Borrower") and Hidalgo County, Texas, acting through its Urban County Program, a Texas governmental entity ("Lender") dated November 26, 2007. According to the Promissory Note, the loan matures one year after the Borrower's receipt of the last Certificate of Occupancy for the Apartment Complex. As the last Certificate of Occupancy was dated in March 2009, the loan is due in March 2010.

We are requesting an extension of the loan until June 30, 2010. Edcouch Housing Development, L.P. requires the conversion of the current construction loan to the permanent loan in order to have the proceeds to pay off the Hidalgo County loan of \$150,000.00 plus interest. The conversion to the permanent loan has been delayed due to an amendment request to the Texas Department of Housing and Community Development to approve some changes to the initial tax credit application. This held up the approval of the cost certification and the issuance of the Final Housing Tax Credit Allocation Certification Forms 8609 for the property. The amendment was approved just this week on March 17, 2010, so now there will be no hold up in the issuance of the 8609's and the subsequent conversion to the permanent financing. This will allow the payoff of the loan by June 30, 2010.

Please let me know if you need any additional information to process this request and if the loan extension is granted.

Thank you in advance for your understanding.

Sincerely,

Manuel Bernal
Vice President

Cc: Maribel Medina, National Farm Workers Service Center

HIDALGO COUNTY, TEXAS
PROMISSORY NOTE

Effective Date: November __, 2007

Borrower: Edcouch Housing Development, L.P., a Texas limited partnership

Borrower's Mailing Address:

Edcouch Housing Development, L.P.
P.O. Box 62
29700 Woodford-Tehachapi Road
Keene, CA 93531
Fax (661) 823-9399
Attn: Paul F. Chavez, President

With a Copy to (which will not constitute Notice):

Rufino Contreras Affordable Housing Corporation, Inc.
908 E. 5th Street, #201
Austin, TX 78702
Fax: (512) 474.5010
Attention: Monica Poss, Senior Project Manager

Emilio J. Huerta, Esq.
Law Office of Emilio J. Huerta
P.O. Box 62
29700 Woodford-Tehachapi Road
Keene, CA 93531
Fax (661) 823-9399

Property Owner: Edcouch Housing Development, L.P., a Texas limited partnership

Lender: Hidalgo County, Texas, acting through its Urban County Program, a Texas governmental entity.

Lender's Mailing Address:

Hidalgo County
1916 Tesoro Blvd.
Pharr, TX 78577
Fax (956) 787-5291
Attention: Diana R. Serna, Director

THE TERMS LISTED ABOVE ARE DEFINED TERMS THAT ARE REFERRED TO THROUGHOUT THIS PROMISSORY NOTE ("Note").

With a Copy to (which will not constitute Notice):

Stephen L. Crain, Esq.
Atlas & Hall, L.L.P.
818 Pecan Boulevard
McAllen, Texas 78501
Fax: 956-686-6109

1. **Place for Payment:**

Hidalgo County
1916 Tesoro Blvd.
Pharr, TX 78577
Attention: Diana R. Serna, Director

or any other place that Lender may designate in writing in accordance with the terms of the Loan Agreement (hereinafter defined). Borrower promises to pay to the order of Lender at the Place for Payment and according to the terms of payment below stated principal amount plus interest. All unpaid amounts shall be due by the Maturity Date.

2. **Principal Amount:** One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Lender shall not be required to advance any funds under this Note until such time as Borrower has expended no less than twenty-five percent (25%) of its total construction budget.

3. **Maturity Date:** One year after Borrower's receipt of the last Certificate of Occupancy for the Apartment Complex.

4. **Terms of Payment:** Beginning with each date that Lender advances Borrower funds under this Note, interest shall accrue at an annual fixed rate of six-percent (6%) per annum on the total amount of outstanding principal balance, with all outstanding principal and interest hereunder becoming fully due and payable on the Maturity Date. Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, interest on the unpaid principal shall thereafter (a) accrue at the highest non-usurious rate allowed by law until such Event of Default has been cured, and (b) be immediately payable in addition to the entire remaining principal amount then due and owing.

5. **Annual Interest Rate Upon Maturity, Unpaid Amounts:** A maximum rate no greater than the highest non-usurious rate allowed by law.

6. **Default:** If Borrower defaults in the performance of any of its obligations set forth in (a) this Note, (b) that HOME Loan Agreement (the "Loan Agreement") executed by Borrower and Lender of even date herewith, and/or (c) that Declaration of Restrictive Covenant of Affordability (the "Declaration"), executed by Borrower (collectively, the "Loan Documents"), and the default continues after Lender gives Borrower written notice of the default and after the time within which to cure such default has expired, as may be required by law or by written agreement, then Lender may declare the entire unpaid principal balance and accrued interest immediately due. Borrower waives all demands for payment, presentations for payment,

notices of intention to accelerate maturity, notices of acceleration of maturity, protests and notices of protest, to the extent permitted by law.

(a) Notwithstanding anything in the Loan Documents to the contrary, the liability of the Borrower hereunder will be non-recourse to Borrower, any principle, partner, employee or agent of Borrower and their assignees, and such persons shall not have any personal liability under this Note or any of the Loan Documents.

(b) If this Note, or any of the other Loan Documents is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Lender all costs of collection and enforcement, including reasonable attorneys' fees and court costs, in addition to other amounts due.

7. **Maximum Amount of Interest Rate:** Interest on the debt evidenced by this Note shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of the maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

8. **Acceleration of Note:** In addition to rights of Lender as contained herein, Lender shall have the further right to accelerate the maturity of this Note and declare any unpaid amount immediately due upon occurrence of one of the following (each, an "Event of Default"):

(a) Subject to those matters to be recorded in the real property records of Hidalgo County, Texas, which affect all portions of the property located at 401 Mile 16 N., Edcouch, TX 78538 ("Property"), ad valorem taxes and other amounts due or to become due on any portion of the Property, and any senior financing and related loan documents (the "Permitted Exceptions"), the leases of the residents occupying any portion of the Property and the terms of the other Loan Documents, and except any items replaced in the ordinary course of business, the Borrower fully or partially sells, conveys, disposes of, alienates, hypothecates, assigns, mortgages, pledges, transfers or encumbers all or any part of the Property or any interest therein, the rents therefrom, the income therefrom, or any other item of collateral, whether lawfully or unlawfully, or voluntarily or involuntarily without the prior written consent of Lender;

(b) Borrower converts any of the HOME-Assisted Units (as defined in the Loan Agreement) to a form of condominium, cooperative ownership or other non-residential use other than that specific use agreed to in writing by Lender and Borrower;

(c) Borrower (a) files (as debtor) or has filed against it, a petition for the appointment of a receiver or for bankruptcy or insolvency, (b) becomes or is adjudicated insolvent or bankrupt or admits in writing the inability to pay debts as they mature, petitions or applies to any tribunal for or consents to or does not contest to the appointment of a receiver, trustee, custodian or similar officer for Borrower or for any principal or general partner of Borrower or for a substantial part of the assets of Borrower, or (c) commences any case, proceeding or other action under bankruptcy,

reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect. In an involuntary proceeding Borrower shall notify Lender in writing promptly upon receipt of notification of any involuntary proceeding against it and upon Lender's receipt of such notification Borrower shall have ninety (90) calendar days to have such matter dismissed or bonded to Lender's reasonable satisfaction;

(d) The Property or any material part thereof is taken on execution or other process of law in any action against Borrower;

(e) Borrower abandons the Property or a material portion thereof, in which event such abandonment shall constitute an assignment to Lender, at Lender's option, of Borrower's interest in any lease or contract then affecting the abandoned Property;

(f) Any representation or warranty made herein or in the Loan Documents, such representation or warranty having been made by Borrower, any principal, general partner in Borrower, any person authorized by Borrower to execute any of the aforesated documents on behalf of Borrower or by any indemnitor under any indemnity executed in connection with the Loan, is determined to have been false or misleading in any material respect at the time made and such continues thirty (30) business days after written notice from Lender to Borrower thereof;

(g) Borrower or its assignee at any time fails to remain in compliance with each and every material term and condition of or in the Loan Documents and such non-compliance continues thirty (30) business days after written notice from Lender to Borrower thereof; or

(h) Borrower (a) initiates any material changes in the Property without Lender's written approval or (b) fails to provide to Lender documentation acceptable to Lender of the actual quoted costs incurred in connection with the Property.

9. Notwithstanding anything to the contrary contained herein, the following transactions are hereby deemed to be expressly permitted hereunder:

(a) A change in the beneficial ownership of the Property or the Borrower's limited partners, so long as such entity remains controlled by an affiliate of Borrower or Borrower's limited partners;

(b) The pledge and encumbrance of the interests of the Property or the Borrower for the benefit of any financial institution which enables one or more low income housing tax credit investors to make a capital contribution to the Borrower;

(c) The transfer by the Borrower's limited partner or special limited partner of their interest in the Borrower; and

(d) The removal of any general partner of the Borrower by the Borrower's special limited partner pursuant to the terms of the Amended and Restated Agreement of Limited Partnership of Borrower and the replacement of such general partner.

10. Borrower as a Limited Partnership: Upon the occurrence of an Event of Default, Lender shall give Borrower's limited partner notice of such Event of Default at the following address:

Centerline Investor LP LLC
c/o Centerline Capital Group, Inc.
625 Madison Avenue
New York, NY 10022
Attn: Andrew J. Weil

Any limited partner of Borrower may, but shall not be obligated to, cure any Event of Default by Borrower hereunder and for the purposes hereof such curative actions shall be considered the actions of the Borrower.

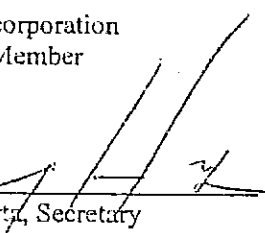
11. Nouns: When the context requires, singular nouns and pronouns include the plural.

12. Rule of Construction: This note shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

EDCOUCH HOUSING DEVELOPMENT, L.P.,
a Texas limited partnership

By: Aguila Village Housing GP LLC
a Texas limited liability company
Its General Partner

By: Rufino Contreras Affordable Housing
Corporation, Inc.
a Texas non-profit corporation
Its Sole Managing Member

By: 
Emilio J. Huerta, Secretary

CHARGE TO: EDWARDS ABSTRACT
GF # 752262 - VICKIE

2617001290

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**NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE
FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OR
RECORDED IN PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SUBORDINATE DEED OF TRUST, SECURITY AGREEMENT
AND FINANCING STATEMENT**

**HIDALGO COUNTY, TEXAS
&
EDCOUCH HOUSING DEVELOPMENT, L.P.**

Date: November 30, 2007

Borrower: Edcouch Housing Development, L.P.,
 a Texas limited partnership

Borrower's Mailing: P.O. Box 62
 29700 Woodford-Tehachapi Road
 Keene, California
 Attention: Emilio Huerta
 Facsimile No. (661) 823-9399

With a copy to:

Edcouch Housing Development, L.P.
908 E. 5th Street
Suite 201
Austin, Texas 78702
Facsimile No. (512) 474-5010

Trustee: Jeffrey C. Baker

Trustee's Address: 5847 San Felipe
Suite 1753
Houston, Texas 77057

Lender: Hidalgo County, Texas,
acting through its Urban County Program,
a Texas governmental entity

Lender's Address: 1916 Tesoro Blvd.
Pharr, TX 78577
Fax (956) 787-5291
Attention: Diana R. Serna, Director

For value received and to secure payment of the Note (as hereinafter defined) and the Indebtedness (as hereinafter defined), Borrower hereby conveys the Property (as hereinafter defined) to Trustee in trust. Borrower warrants and agrees to defend the title to the Property. If Borrower performs all the covenants of this Deed of Trust, Security Agreement and Financing Statement (this "Deed of Trust") and pays the Note and the Indebtedness according to the terms of the Note, this Deed of Trust shall have no further effect, and Lender shall release it at Borrower's expense.

A. Indebtedness Secured: This conveyance is made, IN TRUST, to secure and enforce the payment of the following:

1. The Note. That Promissory Note dated of even date herewith in the original principal amount of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), executed by Borrower and payable to the order of Lender with a final maturity date as therein set forth (the "Note").

2. Renewals and Extensions. Any and all renewals and extensions of the Note, whether or not such renewals and extensions are evidenced in writing, and the liens under this Deed of Trust are cumulative of all other liens and security of any and every other kind or character whatsoever securing the Note.

3. Use. The proceeds of the Note shall be used for the construction of the improvement on the Property. The word "Indebtedness" shall mean the Note and all present and future debts, obligations and liabilities secured by this Deed of Trust.

B. Property:

As used in the Deed of Trust, the term "Property" shall mean all of Borrower's right, title and interest in and to the following:

1. Land. The fee estate in and to the real property more particularly described in Exhibit A, attached hereto and made a part hereof, together with all and singular the rights, titles,

interests, servitudes, hereditaments, prescriptions, profits, and advantages thereto in anywise belonging (all of the foregoing hereinafter collectively referred to as the "Land").

2. Improvements. Any and all buildings, structures, sidewalks, parking areas, fences, fixtures and other improvements, and any and all additions, alterations or appurtenances thereto now or hereafter placed or constructed upon the Land or any part thereof (collectively, the "Improvements").

3. Personal Property. All personal property of any kind (other than fixtures), as defined in Chapter 9 of the Texas Business and Commerce Code ("UCC"), now or hereafter located upon, within or about the Land and/or the Improvements, which are, or are intended to be, incorporated into the Improvements (collectively, the "Personalty").

4. Leases. All leases, subleases, licenses, concessions, contracts or other agreements, whether written or oral, now or hereafter in effect, which grant a possessory interest in and to or the right to use any portion of the Property, and all other agreements, such as utility contracts, maintenance agreements and service contracts, which in any way relate to the use, occupancy, development, operation, maintenance, enjoyment or ownership of the Property (collectively, the "Leases").

5. Rents. All consideration, whether money or otherwise, paid or payable by parties to the Leases (other than Borrower) for using, occupying, leasing, licensing, possessing, operating from, selling or otherwise enjoying the Property, and all rents, issues, income, profits, insurance proceeds, benefits and advantages of every nature whatsoever that arise, accrue or are derived from the Property pursuant to the Leases or any renewals thereof (collectively, the "Rents").

6. Additions. Additions, substitutions, replacements and revisions of and to and proceeds of any of the above-described property and all remainders therein.

C. Other Exceptions to Conveyance and Warranty: This conveyance is made and accepted subject to (i) taxes and other assessments, not yet due and payable, (ii) all matters evidenced by documents recorded in the Real Property Records of Hidalgo County, Texas, as of the date hereof, which affect the Property, (iii) and all matters that affect the Property that would be shown by a current survey of the Property ("Permitted Encumbrances").

D. Security Agreement:

1. Collateral. This Deed of Trust shall also constitute a security agreement under Chapter 9 of the UCC, subject only to the Permitted Encumbrances, with respect to the Personalty, the Leases and the Rents (all of the foregoing being hereinafter at times referred to as the "Collateral"), to the extent such Chapter 9 is applicable to any such Collateral. To this end, without limiting any of the provisions of this Deed of Trust, Borrower, as debtor, has granted, bargained, conveyed, assigned, transferred and set over, and by these presents does grant, bargain, convey, assign, transfer and set over unto Lender, as secured party, a security interest in all of Borrower's right, title and interest in and to the Collateral to secure the full and timely

payment of the Indebtedness.

2. Perfection. Borrower agrees to execute and deliver to Lender in the form and substance satisfactory to Lender such financing statements and such further assurances as Lender may from time to time consider necessary to create, perfect and preserve the security interest granted herein and Borrower shall cause such statements and assurances to be recorded and filed at such times and places as may be required or permitted by law to create, perfect and preserve such security interest.

3. Secured Party. Trustee, on Lender's behalf, as well as Lender, shall have all rights, remedies and recourses with respect to the Collateral afforded a "secured party" by Chapter 9 of the UCC in addition and not in limitation of the other rights, remedies and recourses afforded Lender and/or Trustee by this Deed of Trust.

4. Party in Possession. The security interest herein granted shall not be deemed or construed to constitute Trustee or Lender as a party in possession of the Property or to obligate Trustee or Lender to lease the Property, or to take any action, incur any expense, or perform any obligation whatsoever under any of the Leases or otherwise.

5. Remedies. During the existence of an Event of Default (as hereinafter defined):

(a) Trustee or Lender shall have, with regard to the Collateral, the remedies provided in this Deed of Trust and in the UCC. No such remedy granted by the UCC is or shall be deemed to be accepted, modified or waived in any manner by this Deed of Trust.

(b) Trustee and Lender shall be entitled to apply the proceeds of any disposition of any of the Collateral in the order set forth in the UCC, or, if allowed by the UCC, in the order set forth in this Deed of Trust. If the proceeds are not sufficient to pay the Indebtedness in full, Borrower shall remain liable for any deficiency.

(c) Notwithstanding anything herein to the contrary, Lender or Trustee (acting on Lender's behalf) may, to the extent permitted by applicable law and in lieu of proceeding under the UCC, dispose of the Collateral and other items of personal property covered by this Deed of Trust in accordance with Lender's rights and remedies under this Deed of Trust.

E. Borrower's Obligations: Borrower agrees to:

1. Good Repair. Keep the Property in good repair and condition;

2. Taxes. Pay all taxes and assessments on the property before past due and incurring penalty; provided, however, that Borrower shall not be required to pay and discharge or to cause to be paid and discharged any such tax and/or assessment so long as the validity thereof shall be contested in good faith by appropriate proceedings;

3. Priority. Preserve the lien's priority as it is established in this Deed of Trust until such time as the lien of this Deed of Trust is released or this Deed of Trust is amended and restated; and

4. Insurance. Maintain insurance policies in a form acceptable to Lender in Lender's reasonable determination.

Lender's Rights:

5. Appoint Trustee. Lender may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.

6. Application of Proceeds. Unless an Event of Default then exists, Lender shall apply any proceeds received by Lender or Borrower under any insurance policy to repair or replace damaged or destroyed improvements covered by the applicable policy, and then the balance to reduce the amount outstanding on the Note.

7. Failure to Perform. If Borrower fails to perform any of Borrower's obligations hereunder and an Event of Default then exists, Lender may perform such obligations and be reimbursed by Borrower on demand at the place where the Note is payable for any reasonable sums paid, including reasonable attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.

8. Upon an Event of Default. If an Event of Default exists hereunder, Lender may:

(a) Declare the unpaid principal balance and earned interest on the Note immediately due and payable;

(b) Request Trustee to foreclose the lien evidenced by this Deed of Trust, in which case Lender or Lender's agent shall give notice of the foreclosure sale as provided by the Texas Property Code, as then amended; and

(c) Purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

F. Trustee's Duties: If requested by Lender to foreclose the lien evidenced by this Deed of Trust, Trustee shall:

1. Notice. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code, as then amended;

2. Sale of Property. Sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Borrower, subject to prior liens and to other exceptions to conveyance and warranty; and

3. Pay. From the proceeds of the sale, pay, in this order:

- (a) Reasonable expenses of foreclosure;
- (b) To Lender, the full amount of principal, interest, reasonable attorneys' fees, and other charges due and unpaid;
- (c) Any amounts required by law to be paid before payment to Borrower; and
- (d) To Borrower, any balance.

G. Event of Default: As used herein, the term "Event of Default" shall include the following:

1. Monetary. Any failure in the payment of any installment of the Indebtedness in accordance with the terms hereof, the Note, and/or any other document evidencing, governing or securing the Note (collectively, the "Loan Documents"), and such failure shall continue for a period of ten (10) days after the date due.

2. Non-Monetary. Any (i) failure to perform or breach of any of the covenants or obligations herein contained or contained in any of the other Loan Documents, and such continues thirty (30) business days after written notice thereof is delivered by Lender to Borrower; or (ii) any representation or warranty set forth herein or in any of the other Loan Documents is untrue or misleading in any material and detrimental way, and such continues thirty (30) business days after written notice thereof is delivered by Lender to Borrower.

3. Sale or Encumbrance. Borrower sells, conveys or transfers the Property without the prior written consent of Lender.

All notices delivered to Borrower shall be simultaneously delivered by Lender to Borrower's limited partner and Borrower's limited partner shall have the same opportunity to cure any defaults and/or Events of Defaults as afforded Borrower under this Deed of Trust and the other Loan Documents.

H. Representations, Warranties and Covenants: Borrower makes the following representations, warranties and covenants:

1. Organization and Powers. Borrower is duly organized and validly existing under the laws of the State of Texas. Borrower has the power and the authority to own the Property, to carry out its activities as now conducted by it and to execute, deliver and perform the Loan Documents.

2. Litigation. There is no action, suit or proceeding pending or, to the best of Borrower's knowledge, threatened before any court or governmental or administrative body or agency which may reasonably be expected to result in a material adverse change in the activities, operations, assets or properties, or in the condition, financial or otherwise, of Borrower, or

impair the ability of Borrower to perform its obligations under the Loan Documents. Borrower is not in default with respect to any judgment, writ, injunction, decree, rule or regulation of any court or any governmental or administrative body or agency.

3. Existence and Properties. Borrower shall do or cause to be done all things necessary to preserve, renew and keep its existence in full force and effect, and comply in all material respects with all laws and regulations applicable to it.

4. Payment of Indebtedness. Borrower shall pay all of the Indebtedness when and as the same shall become due and payable.

5. Compliance with Laws. Borrower shall comply in all material respects with all laws, rules or regulations of any court, governmental or regulatory body applicable to Borrower or its properties.

6. Other Information. With reasonable promptness, Borrower shall provide Lender with such other information respecting the business, operations, properties, programs, projects or condition (financial or otherwise) of Borrower or the use of the proceeds of the Note as Lender may reasonably request, including the inspection of Borrower's property, books and records.

I. General Provisions:

1. Surrender Possession. If any of the Property is sold under this Deed of Trust, Borrower shall promptly surrender possession to the purchaser. If Borrower fails to do so, Borrower shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Election of Remedies. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

3. Inability to Secure. If this Deed of Trust cannot lawfully secure any portion of the Note, payments shall be applied first to discharge the unsecured portion.

4. Assignment of Rents and Leases. - Borrower assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Borrower may as Lender's licensee collect rent and other income and receipts as long as no Event of Default exists. If an Event of Default exists, Lender may terminate Borrower's license to collect and then as Borrower's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Borrower's obligations under the Note and this Deed of Trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Borrower becomes a voluntary or involuntary

bankrupt, Lender's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

5. Savings Clause. Interest on the Indebtedness shall not exceed the Maximum Rate (as such term is defined in the Note); any interest in excess of the Maximum Rate shall be credited on the principal of the Indebtedness or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the Indebtedness or, if the principal of the Indebtedness has been paid, refunded. All interest paid or agreed to be paid to Lender shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of the Indebtedness so that the amount of interest on account of the Indebtedness does not exceed the Maximum Rate. This provision overrides conflicting provisions in this Deed of Trust and/or the other Loan Documents.

6. Tense. When the context requires, singular nouns and pronouns include the plural.

7. Successors and Assigns. This Deed of Trust and the other Loan Documents shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

8. No Oral Agreements. THIS WRITTEN DEED OF TRUST REPRESENTS THE FINAL AGREEMENT BETWEEN BORROWER AND LENDER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN BORROWER AND LENDER.

9. Applicable Law. BORROWER AND LENDER HEREBY AGREE THAT (a) THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN TEXAS; AND (b) VENUE AND JURISDICTION FOR ANY JUDICIAL PROCEEDINGS WITH RESPECT TO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS SHALL LIE IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as otherwise specified herein, any notice, consent, request or other communication required or permitted to be given hereunder and/or under any of the other Loan Documents shall be in writing, addressed to the other party as set forth on the first page of this Deed of Trust (or to such other address or person as either party or person entitled to notice may by notice to the other party specify), and shall be: (a) personally delivered; (b) delivered by Federal Express or other comparable overnight delivery service; or (c) transmitted by United States certified mail, return receipt requested with postage prepaid. Unless otherwise specified, all notices and other communications shall be deemed to have been duly given on the first to occur of actual receipt of the same or: (i) the date of delivery if personally delivered; (ii) one (1) business day after depositing the same with the delivery service if by overnight delivery service;

and (iii) three (3) business days following posting if transmitted by mail. If notice is sent to Borrower, a copy shall be simultaneously sent to Locke Lord Bissell & Liddell LLP, 100 Congress Avenue, Suite 300, Austin, Texas 78701, Attention: Richard D. Morrow, Esq., and to Borrower's limited partner Centerline Investor LP LLC, its successors and/or assigns c/o Centerline Capital Group Inc., 625 Madison Avenue, New York, New York 10022, Attention: Andrew J. Weil.

11. The lien created by this Deed of Trust, and the terms and provisions of this Deed of Trust and all other documents governing, securing or evidencing the Note, are subordinate to the lien and the documents securing the payment of that certain Promissory Note in the stated principal amount of One Million Nine Hundred Thousand Dollars and No Cents (\$1,900,000.00) and a permanent mortgage loan for One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) dated November 30, 2007, executed by Borrower for the benefit of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("U.S. Bank" and "Senior Lender"), and recorded in the Real Property Records of Hidalgo County, Texas.

This is a "Construction Mortgage" within the meaning of Sections 9.105(a)(10) and 9.313(a)(3) of the "Uniform Commercial Code-Secured Transactions" of the State of Texas. This instrument secures an obligation for the construction of an improvement of land including the acquisition of the land.

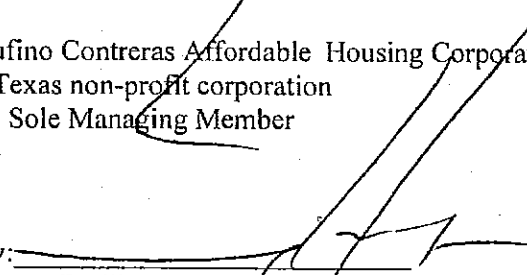
This Deed of Trust is executed to be effective as of the date first set forth above.

Borrower:

Edcouch Housing Development, L.P.
a Texas limited partnership

By: Aguila Village Housing GP LLC
a Texas limited liability company
Its General Partner

By: Rufino Contreras Affordable Housing Corporation, Inc.,
a Texas non-profit corporation
Its Sole Managing Member

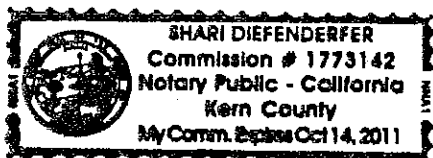
By: 
Emilio J. Huerta, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
 COUNTY OF KERN)

On November 28, 2007, before me Shari Diefenderfer, a Notary Public, personally appeared Emilio J. Huerta, Secretary of the Rufino Contreras Affordable Housing Corporation, Inc., a Texas non-profit corporation, the sole member of Aguila Village Housing GP, LLC, a Texas limited liability company, the general partner of Edcouch Housing Development, L.P., a Texas limited partnership

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.

Shari Diefenderfer
 Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Tract 2

A 8.324 acre tract of land out of Farm Tract 554, West Tract Subdivision, Hidalgo County, Texas, as per map recorded in Volume 2, Pages 34-37 Map Records of Hidalgo County, Texas, said 8.324 acre tract of land being out of the same land described in a Warranty Deed with Vendor's Lien recorded in Document No. 880936, Official Records of Hidalgo County, Texas, and is also being more particularly described by metes and bounds as follows:

Commencing at a ½" rod found at the Southwest corner of Farm Tract 554 for the Southwest corner of this tract of land and the POINT OF BEGINNING, said Southwest corner being within Mile 16 road right-of-way;

THENCE North, with the West line of said Farm Tract 554 being within a drainage ditch, at 20.0' pass the North right-of-way line of said Mile 16 Road, at 617.89' in all to the Northwest corner of this tract of land;

THENCE East, at 25.00 feet pass a ½" rod set for reference, at 680.60' in all to a ½" iron rod set for the Northeast corner of this tract of land;

THENCE South, a distance of 115.02' to a ½" rod set at the Western boundary of the Elvira Lynch Tract (Doc # 880936 O.R.) for corner of this tract of land;

THENCE South 37°55'00" West, a distance of 124.34 feet to a ½" rod set for a corner of this tract of land;

THENCE S 19°49'00" W, continuing with said Western boundary a distance of 62.30' to a corner of this tract of land;

THENCE S 16°44'27" W continuing with said Western boundary, a distance of 221.25' to a ½" rod set for a corner of this tract of land;

THENCE South, at 114.30' pass a ½" rod set at the North right-of-way line of said Mile 16 Road, at 134.30' in all to a nail set at the South boundary line of said Farm Tract 554 for the Southeast corner of this tract of land;

THENCE West, with the South line of said Farm Tract 554, a distance of 519.63' to the POINT OF BEGINNING, containing 8.324 acres of land more or less.

Return to
COMMONWEALTH LAND TITLE
11 GREENWAY PLAZA
SUMMIT TOWER, SUITE 120
HOUSTON TEXAS 77046

Irma Garza

From: "Compliance" <Compliance@nfwsc.org>
To: "Irma Garza" <igarza@bizrgv.rr.com>
Cc: "Robin Raida" <robinr@nfwsc.org>
Sent: Friday, March 19, 2010 3:41 PM
Attach: Hidalgo Loan Extension Request.pdf
Subject: FW: Extension Request

Irma,

Attached is the extension request. Steve will be receiving the hard copy. Thank you for your patience.

Ulises Bramasco
Housing Compliance Monitor
National Farm Workers Service Center, Inc.
2500 Merced Street
Fresno, CA 93271
Office: (559) 497-0164 ext. 102
Fax: (559) 497-8335
Email: compliance@nfwsc.org

From: Robin Raida [mailto:robinr@nfwsc.org]
Sent: Friday, March 19, 2010 1:35 PM
To: 'Compliance'
Subject: Extension Request

Here is the extension request for the Hidalgo County Loan. Please forward ASAP.

Thank you,

Robin

Robin Raida
Asset Manager
National Farm Workers Service Center
316 West Second Street, Suite 600
Los Angeles, CA 90012
213-362-0260 ext. 230
213-362-0265 fax
robinr@nfwsc.org

Please note that we have moved to a new location!