

Exhibit D

PROMISSORY NOTE  
(Rialto Metrolink South Housing Partners, L.P.)

\$2,250,000

San Bernardino, California  
March 15, 2022

FOR VALUE RECEIVED, Rialto Metrolink South Housing Partners, L.P., a California limited partnership (the "Borrower"), promises to pay to the San Bernardino County, a political subdivision of the State of California (the "County"), or order, the principal sum of up to Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) (the "County Loan"), or so much as is disbursed to Borrower, plus interest thereon pursuant to Section 2 below.

1. Borrower's Obligation. This promissory note (the "Note") evidences the Borrower's obligation to pay the County the principal amount of up to Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) for funds loaned to the Borrower by the County to finance the acquisition and construction of the Affordable Development pursuant to that certain HOME Investment Partnership Act Loan Agreement between, the Borrower and the County dated as of March 15, 2022, as such may be amended (the "Loan Agreement"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement.

2. Interest.

(a) Interest Rate. Subject to the provisions of Section (b) below, the outstanding principal balance of the County Loan be 3% simple interest.

(b) Default Rate. In the event of a Default, interest on the County Loan shall begin to accrue, as of the date of Default and continuing until such time as the County Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law.

3. Term and Repayment Requirements.

(a) The term of the County Loan shall commence on the date of this Note and shall expire fifty-five (55) years from the Completion Date (as defined in the Loan Agreement), but in no event later than December 31, 2079.

(b) This Note shall be due and payable as set forth in Section 2.7 of the Loan Agreement. Repayment of this Note shall be non-recourse to the Borrower pursuant to Section 2.8 of the Loan Agreement.

4. No Assumption. This Note shall not be assumable by the successors and assigns of Borrower without the prior written consent of the County as provided in the Loan Agreement.

5. Security. This Note is secured by the Deed of Trust recorded against the Project Parcel and is secured by the Assignment Agreement (as defined in the Loan Agreement).

6. Terms of Payment.

(a) All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note shall be paid to the County at 385 North Arrowhead Ave., Third Floor, San Bernardino, CA 92415-0140, Attention: Community Development and Housing Director or to such other place as the County may from time to time designate in writing.

(c) All payments on this Note shall be without expense to the County, and the Borrower agrees to pay all costs and expenses, including reconveyance fees and reasonable attorney's fees of the County, incurred in connection with the payment of this Note and the release of any security hereof.

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

(e) 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.

7. Default.

(a) Any of the following shall constitute an Event of Default under this Note:

(1) Any failure to pay, in full, any payment required under this Note when due following written notice by the County of such failure and fifteen (15) days opportunity to cure;

(2) Any failure in the performance by the Borrower of any term, condition, provision or covenant set forth in this Note subject to the notice and cure period set forth in Section 6.1 of the Loan Agreement; and

(3) The occurrence of any Event of Default under the Loan Agreement, the Deed of Trust, the Regulatory Agreement, or other instrument securing the obligations of the Borrower under this Note or under any other promissory notes hereafter issued

by the Borrower to the County pursuant to the Loan Agreement or the Deed of Trust, subject to notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of such 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 shall at the option of the County become immediately due and payable upon written notice by the County to the Borrower without further demand.

(c) The County's failure to exercise the remedy set forth in Subsection 7(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the County of any payment which is less than the total of all amounts due and payable at the time of such payment shall 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 the County, except as and to the extent otherwise provided by law.

8. Waivers.

(a) The 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. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the County may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the County with any person now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

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

9. Miscellaneous Provisions.

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

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

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the County Documents (as defined in the Loan Agreement), contains the entire agreement between the parties as to the County Loan. This Note may not be modified except upon written consent of the parties.

*[Signature Pages Follow.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the first date written above.

**BORROWER:**

RIALTO METROLINK SOUTH HOUSING PARTNERS, L.P., a California limited partnership

By: RELATED/RIALTO METROLINK  
SOUTH DEVELOPMENT CO., LLC,  
a California limited liability company,  
its administrative general partner

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Frank Cardone, its President

By: CORE RIALTO METRO SOUTH MGP, LLC, a California limited liability company, its managing general partner

By: National Community Renaissance of  
California, a California nonprofit public  
benefit corporation, its sole member and  
manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Finn, its Chief Financial Officer

By: HPI RIALTO, LLC, a California limited liability company, its co-general partner

By: Housing Partners I, Inc., a California  
nonprofit public benefit  
corporation, its sole member

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lee McDougal, its President

By: LBI Metro South LLC, a California  
Limited liability company  
its co-general partner

By: LaBarge Industries, LLC, a Delaware  
limited liability company, its sole member

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Josh LaBarge, its Manager