

LOAN MODIFICATION PROMISSORY NOTE

Commercial Building Rehabilitation Loan
on property located at 3841 Railroad Avenue, Pittsburg, CA 94565
(APN 088-072-066-9)

\$64,261

Pittsburg, California

FOR VALUE RECEIVED, Ron Vincent, an individual, and Chris Nazir, an individual (collectively, the "Borrower"), promise to pay to the Redevelopment Agency of the City of Pittsburg, a public body, corporate and politic (the "Agency"), or order, the principal sum of Sixty Four Thousand Two Hundred Sixty One Dollars (\$64,621) (the "Modified Loan"), or so much thereof as is loaned by the Agency to the Borrower pursuant to Article 2 of the Loan Modification Agreement (as defined below). The outstanding principal balance of the Modified Loan shall accrue interest as set forth below.

1. Loan Modification Agreement. This Loan Modification Promissory Note ("Note") is made pursuant to Loan Modification Agreement dated of even date herewith by and between the Borrower and the Agency. This Note is unsecured. Capitalized terms used but not defined in this Note shall have the meanings given in the Loan Modification Agreement.

2. Repayment; Maturity Date; Interest Rate.

(a) Payments. Payments shall commence on May 1, 2010, and on the first (1st) day of each subsequent month during the initial year of the Term, the Borrower shall make twelve (12) equal monthly payments of Seven Hundred Sixty Five Dollars and One Cent (\$765.01). Commencing on May 1, 2011 and on the first (1st) day of each subsequent month during the second (2nd) year of the Term, the Borrower shall make twelve (12) equal monthly payments of Seven Hundred Forty Two Dollars and Sixty One Cents (\$742.61). Commencing on May 1, 2012 and on the first (1st) day of each subsequent month during the third (3rd) year of the Term, the Borrower shall make twelve (12) equal monthly payments of Six Hundred Seventy Dollars and Forty Four Cents (\$670.44). Commencing on May 1, 2013 and on the first (1st) day of each subsequent month during the fourth (4th) year of the Term, the Borrower shall make twelve (12) equal monthly payments of Five Hundred Ninety Nine Dollars and Thirty Six Cents (\$599.36). Commencing on May 1, 2014 and on the first (1st) day of each subsequent month during the fifth (5th) year of the Term, the Borrower shall make twelve (12) equal monthly payments of Five Hundred Twenty Dollars and Sixty Two Cents (\$520.62). Commencing on May 1, 2015 and on the first (1st) day of each subsequent month during the sixth (6th) year of the Term, the Borrower shall make twelve (12) equal monthly payments of Four Hundred Forty Three Dollars and Sixty Seven Cents

(\$443.67). Commencing on May 1, 2016 and on the first (1st) day of each subsequent month during the seventh (7th) year of the Term, the Borrower shall make twelve (12) equal monthly payments of Three Hundred Twenty Dollars and Sixty Two Cents (\$320.62). (The monthly payments made pursuant to this Section are collectively referred to as the "Monthly Payments").

(b) Balance Due. All outstanding principal and accrued interest on the Modified Loan shall be due in full on the earliest to occur of: (1) the expiration of seven (7) years from the date of the Loan Modification Agreement (insert date); (2) the date of any unapproved Transfer if the Agency so elects, as provided in Section 5.3 of the Loan Modification Agreement; and (3) the date of declaration by the Agency of an Event of Default, as provided in Sections 7.1 and 7.2 of the Loan Modification Agreement.

(c) Interest. In accordance with the Agency's policy implementing the Program, the Borrower has elected to repay the Modified Loan within seven (7) years from the date of the Loan Modification Agreement. The Modified Loan shall not accrue any interest in the first year of the Term. The Modified Loan, in the second (2nd) year of the Term shall accrue interest at a rate of one percent (1%) per annum. The Modified Loan, in the third (3rd) year of the Term shall accrue interest at a rate of two percent (2%) per annum. The Modified Loan, from the fourth (4th) year through the seventh (7th) year of the Term shall accrue interest at a rate of three percent (3%) per annum.

3. Late Payment Fees. For any Monthly Payment that is not received by the Agency by the tenth (10th) calendar day after which it was due, Borrower shall pay a reasonable late or collection charge equal to five percent (5%) of the amount so unpaid. The Agency and Borrower agree that the actual damages and costs sustained by the Agency due to the failure to make timely payments would be extremely difficult to measure and that the charges specified in this paragraph represent a reasonable estimate by Borrower and the Agency of a fair average compensation for such damages and costs. Such charges shall be paid by Borrower without prejudice to the right of the Agency to collect any other amounts provided to be paid under this Note or the Deed of Trust or, with respect to late payments, to declare a default.

4. Delinquency. Any Monthly Payment that is not received by the Agency by the tenth (10th) calendar day, after which it was due, shall be delinquent and the Agency shall have the right to declare an immediate Event of Default under the Loan Modification Agreement and this Note.

5. Prepayment. The Borrower shall have the right to prepay all or a portion of the principal and interest due under this Note without any charge or penalty being made therefor.

6. Acceleration. Upon the occurrence of an Event of Default, the Agency shall have the right to accelerate the debt evidenced by this Note and declare all of the unpaid principal and interest, if any, immediately due and payable. Upon the occurrence of an Event of Default, the outstanding portion of the principal shall bear

interest at the rate of the lesser of ten percent (10%), compounded annually, and the highest rate permitted by law. Any failure by the Agency to pursue its legal and equitable remedies upon an Event of Default shall not constitute a waiver of the Agency's right to declare an Event of Default and exercise all of its rights under this Note, the Deed of Trust, and the Loan Agreement. Nor shall acceptance by the Agency of any payment provided for herein constitute a waiver of the Agency's right to require prompt payment of any remaining payment owed.

7. No Offset. The Borrower hereby waives any rights of offset it now has or may hereafter have against the Agency, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note and the Loan Modification Agreement.

8. Manner and Place of Payment. All payments of principal and interest and any late charge due under this Note, as well as any additional payments set forth in the Deed of Trust, shall be payable in lawful money of the United States of America to the Agency at 65 Civic Avenue, Pittsburg, CA 94565, or such other address as the Agency may designate in writing.

9. Waiver; Attorneys' Fees. The Borrower, for itself, its heirs, legal representatives, successors and assigns, respectively, waives diligence, presentment, protest, and demand, and notice of protest, dishonor and non-payment of this Note, and expressly waives any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waives the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and agrees to pay all costs of collection when incurred, including reasonable attorneys' fees. If an action is instituted on this Note, the undersigned promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

10. Joint and Several Liability. If there is more than one individual signing this Agreement on behalf of the Borrower, the obligations of each signatory under the Agreement are joint and several, and independent of the obligations of any other person or entity.

BORROWER:

By: _____
Ron Vincent

CONSENT OF SPOUSE:

By: _____

Printed Name: _____

By: _____
Chris Nazir

CONSENT OF SPOUSE:

By: _____

Printed Name: _____