

SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

This Second Amendment to Disposition and Development Agreement, dated as of September 18, 2007 (this "**Amendment**") modifies and amends the Disposition and Development Agreement for the Main Street West Project, dated April 17, 2006 (as amended on July 25, 2006, the "**First Amendment**", and together with this Amendment, the "**Agreement**") between the **REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY**, as the "**Agency**" and **MAIN STREET WEST PARTNERS, LLC**, as the "**Developer**." The Agency and the Developer are referred to herein as the "**Parties**." Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

RECITALS

A. The Agreement provides for the acquisition, planning and development of certain real property described in Exhibits A and B to the Agreement.

B. The First Amendment added the old Crystal Middle School site to the Main Street West Project, and provided for the acquisition, planning, and development of additional real property described in Exhibits I and II to the First Amendment.

C. The Parties desire to further amend the Agreement in order to provide for the release of the Deposit to the Agency, and to amend the Schedule of Performance.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Agency and Developer hereby agree to amend the Agreement as follows :

Section 1. Paragraph C of Section 3.02 of Part One of the Agreement is hereby amended to read as follows:

C. Deposit. The Developer has heretofore deposited Twenty-Five Thousand Dollars (\$25,000) with the Agency. Within five (5) days of the Effective Date, the Developer shall submit to the Escrow Agent (defined in Section 3.03 of this Part below) additional funds in the amount of Seventy-Five Thousand Dollars (\$75,000), which together with the funds held by Agency totals One Hundred Thousand Dollars (\$100,000) (collectively, the "**Deposit**").

1. Upon request of the Agency, the Escrow Agent shall release the Deposit to the Agency. Upon an event of default by the Developer and/or termination of the Agreement by the Agency, the Agency may retain the Deposit in accordance with the provisions of Section 7.04 of this Agreement.

2. Provided that Developer is not in default hereunder as described in Section 7.04 of this Agreement, the Escrow Agent shall apply the Deposit to the purchase price at close of escrow for the last parcel of the Property to be acquired by Developer in accordance with the Schedule of Performance.

3. If Developer is in default with respect to any provision of this Agreement, the Agency may, but shall have no obligation to, use the Deposit or any portion of the

Deposit to cure such default or to compensate the Agency for any damage or reasonable expense sustained by the Agency and resulting from such default, but only after providing the Developer with an opportunity to cure such default pursuant to the provisions of Section 7.04, Part One. The Agency shall provide the Developer with evidence of damages incurred as a result of a default by the Developer. If this Agreement has not been terminated as a result of such default, the Developer, on demand from the Agency, shall promptly restore such Deposit to the full amount required by this Section 3.02C.

4. If this Agreement is not otherwise terminated by the Agency and the Deposit shall not have been entirely applied to the Purchase Price of the Property or refunded to the Developer, including interest if any, the Escrow Agent shall with the written consent of the Agency refund the remaining balance of the Deposit to the Developer upon close of escrow for the last parcel of the Property acquired by the Developer in accordance with the Schedule of Performance.

5. Notwithstanding anything in this Agreement to the contrary, except for application of the Deposit to the purchase price of the last parcel of Property to be acquired by the Developer, the Agency shall have no obligation to refund the Deposit to the Developer.

Section 2. The Schedule of Performance attached as Exhibit C to the Agreement, is hereby amended in its entirety as set forth in Exhibit I attached hereto and incorporated herein by this reference.

Section 3. In the event of a conflict between the Agreement and this Amendment or the First Amendment, this Amendment will control. Except to the extent inconsistent with this Amendment, the Parties ratify and confirm all of the terms and conditions of the Agreement and the First Amendment.

WHEREFORE, the parties have executed this Amendment effective September 18, 2007

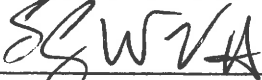
**REDEVELOPMENT AGENCY
OF THE CITY OF SUISUN CITY**

By: 
Suzanne Bragdon, Executive Director

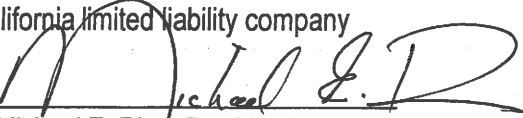
ATTEST:

By: 
Linda Hobson, Agency Secretary

APPROVED AS TO FORM:

By: 
Sky Woodruff, Agency General Counsel

MAIN STREET WEST PARTNERS, LLC
a California limited liability company

By: 
Michael E. Rice, President

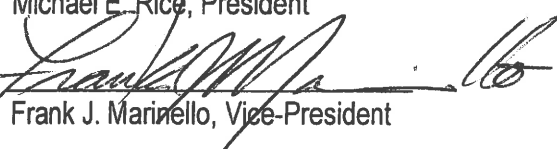
By: 
Frank J. Marinello, Vice-President

EXHIBIT I
SCHEDULE OF PERFORMANCE

EXHIBIT C

SCHEDULE OF PERFORMANCE

COMMERCIAL PROPERTY PARCELS 1 & 2

Note: Since construction commenced on August 27, 2007, and since the Developer has acquired this site, the steps leading up to close of escrow and building permit issue/construction commencement are not included in this schedule.

1. Within twelve (12) months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

COMMERCIAL PROPERTY PARCEL 3

Note: Since the Developer has acquired this site and construction documents have been submitted, the steps leading up to close of escrow and construction document submittal are not included in this schedule.

1. Upon 75% lease-up of the gross leasable area in Parcels 1 & 2 (demonstrated by signed leases), but in no event later than September 1, 2008, Developer required to commence with building construction.
2. Within twelve (12) months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

COMMERCIAL PROPERTY PARCEL 4, 6, AND 11

1. No later than May 1, 2010, Developer shall submit complete applications to the Planning Commission, Agency Board and all appropriate and applicable regulatory agencies for review and approval. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA.
2. No later than 30 days after Planning Commission/Agency Board approval (whichever is later), Developer shall submit to the Agency its plans for financing the acquisition of the properties ("Acquisition Financing Plan").
3. No later than 120 days after Planning Commission and Agency Board approval (whichever is later), Developer will submit to City and Agency (a) complete construction drawings for all parcels for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").

4. Escrow closes on the property no later than 45 days after Planning Commission approval.
5. Developer shall break ground on either parcel 4 or 6 (at Developer's option) no later than 30 days after the lease or occupancy of at least seventy-five percent (75%) of the commercial and/or retail space in the building(s) constructed on parcels 1, 2, 3, 5, 7, 8, and 9. Further, Developer shall break ground on the remaining parcel (either parcel 4 or 6), as the case may be, no later than 30 days following the lease or occupancy of at least 75% of the commercial and/or retail space in the building constructed on parcel 4 or 6. Developer shall break ground on parcel 11 no later than 30 days after the lease or occupancy of at least seventy five percent (75%) of the commercial and/or retail space in the building constructed on parcel 4 or 6.
6. Notwithstanding the time-line set forth in paragraphs 4 and 5 above, Developer shall have no obligation to acquire parcel 11 if, prior to the close of escrow appropriate parking for the proposed development of said parcel is unavailable on property immediately adjacent to parcel 11 on terms acceptable to Developer in its good faith discretion and Developer has, not less than 90 days prior to the date set forth in the Schedule of Performance for the close of escrow for acquisition of said parcel, notified the Agency in writing of its decision to not acquire parcel 11.
7. Within twelve (12) months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

**COMMERCIAL PROPERTY
PARCEL 5**

1. Within 60 days of the Effective Date of the Second Amendment to the DDA, Developer to submit written evidence to Agency that rehabilitation of the existing building is economically infeasible as defined in Section 3.04 of Part Two of the DDA. Agency to provide response and desired plan of action on this property upon formal claim of economic infeasibility.

**COMMERCIAL PROPERTY
PARCEL 7**

Note: Since the Developer has acquired this site and since the construction documents have been submitted, the steps leading up to close of escrow and construction document submittal are not included in this schedule.

1. Upon 50% pre-leasing of of the gross leasable area (demonstrated by signed leases), but in no event later than April 1, 2008, Developer required to commence with building construction.
2. Within twelve (12) months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

COMMERCIAL PROPERTY PARCELS 8 & 9

Note: Since the Developer has acquired these sites, the steps leading up to close of escrow are not included in this schedule.

- a. Upon 50% lease-up of the gross leasable area contained within buildings constructed on Parcels 1, 2, 3, and 7, but in no event later than April 1, 2008, Developer shall submit complete applications to the Planning Commission, the Agency Board and all appropriate and applicable regulatory agencies for review and approval. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA.
1. No later than 30 days after Planning Commission and Agency Board approval (whichever is later), Developer shall submit to the Agency its plans for financing the acquisition of the properties ("Acquisition Financing Plan").
2. No later than 120 Days after Planning Commission and/or BCDC approval, Developer will submit to the City and Agency (a) complete construction drawings for all parcels for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
3. No later than 30 days after issuance of building permit, Developer required to break ground (commencement of construction).
4. Within 12 Months of construction commencement, Developer shall have attained project shell completion, ready for tenant improvements such that a Certificate of Completion can be issued.

**RESIDENTIAL PROPERTY
PARCEL 10**

1. Developer shall submit complete applications for Planning Commission/Agency Board review no later than October 1, 2007. The applications necessary to complete and submit prior to the aforementioned October 1, 2007 are as follows:
 - i. Site Plan/Architectural Review Application
 - ii. Tentative Subdivision Map Application
 - iii. General Plan Amendment Application
 - iv. Specific Plan Amendment Application
 - v. Zoning/PUD Application

Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA.

2. No later than 30 days after Planning Commission and Agency Board approval (whichever is later), Developer shall submit to the Agency its plans for financing the acquisition of the properties ("Acquisition Financing Plan").
3. No later than 120 Days after Planning Commission approval, Developer will submit (a) complete construction drawings for parcel 10 to the City for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
4. Escrow closes on the parcel no later than 45 days after Planning Commission approval.
5. No later than 30 days after issuance of building permit, Developer required to break ground (commencement of construction).
6. Within 12 Months of construction commencement, Developer shall have Model Homes ready for final inspection such that a certificate of completion can be issued. Developer shall complete the construction of all additional homes on parcel 10 no later than 15 months after completion of the Model Homes.

**RESIDENTIAL PROPERTY
PARCELS 12 & 13**

1. Not later than September 1, 2009, Developer shall submit complete applications to all applicable regulatory agencies for review and approval as required to fully entitle the property for development. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA, subject to BCDC approval.
2. No later than 120 days after Planning Commission and BCDC approval (whichever is later), Developer will submit to City and Agency (a) complete construction drawings to for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
3. Escrow closes on property no later than 45 days after Planning Commission or BCDC approval.
4. No later than 30 days after issuance of building permit, Developer required to break ground (commencement of construction).
5. Within 12 months of construction commencement, Developer shall have Model Homes final inspection completion such that a Certificate of Completion can be issued. Developer shall complete the construction of all additional homes on parcel 12 and 13 by no later than 24 months after completion of the Model Homes.

**PROPOSED RESIDENTIAL
PARCEL 14**

1. Developer shall immediately commence in working with Community Development Department to cause Noise, Traffic, and Air Quality studies to be performed. Not later than February 4, 2008, Developer shall submit complete applications to all applicable regulatory agencies for review and approval as required to fully entitle the property for development. Approval by the Planning Commission/Agency Board shall satisfy the "Final Development Plan" requirement outlined in Part One Article 1.03 of the DDA, subject to BCDC approval. The applications necessary to complete and submit prior to the aforementioned February 4, 2008 date include but are not limited to:
 - i. Site Plan/Architectural Review Application
 - ii. Tentative Subdivision Map Application
 - iii. General Plan Amendment Application
 - iv. Specific Plan Amendment Application
 - v. Zoning/PUD Application
2. No later than 120 days after applications are approved, Developer will submit to City and Agency (a) complete construction drawings to for plan check (including the building permit application) and (b) the construction financing plan ("Construction Financing Plan").
3. Escrow closes on property no later than 45 days after Planning Commission approval.
4. No later than 30 days after issuance of building permit, Developer required to break ground (commencement of construction).
5. Within 12 months of construction commencement, Developer shall have Model Homes final inspection completion such that a Certificate of Completion can be issued. Developer shall complete the construction of all additional homes on parcel 14 by no later than 24 months after completion of the Model Homes.