

DO NOT DESTROY THIS NOTE WHEN THIS NOTE IS FULLY PAID, IT MUST BE SURRENDERED TO THE TRUSTEE ALONG WITH THE ORIGINAL DEED OF TRUST FOR CANCELLATION AND ISSUANCE OF A RECONVEYANCE.

FIRST AMENDMENT TO THE ORIGINAL PROMISSORY NOTE

Secured by a Deed of Trust

\$300,000

Belmont, California
September __, 2015

THIS FIRST AMENDMENT TO THE PROMISSORY NOTE (the "Amendment"), dated as of September __, 2015, is entered into by JOBTRAIN, Inc., a California nonprofit corporation, formerly known as OPPORTUNITIES INDUSTRIALIZATION CENTER WEST, Inc., (the "Borrower") and the COUNTY OF SAN MATEO, a political subdivision of the State of California, (the "County") (collectively, the "Parties").

WHEREAS, the Borrower and the County originally entered into the Promissory Note, which was executed as of February 14, 1994 (the "Promissory Note"); and

WHEREAS, the Borrower and the County desire to amend the Promissory Note to allow for forgiveness of the loan upon the maturity of the Promissory Note; and

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto as follows:

Amendment to the Promissory Note. It is hereby agreed and understood that the Promissory Note shall be amended as follows:

1. All references to Opportunities Industrialization Center West, Inc. in the Promissory Note are now changed to JobTrain, Inc.
2. The second paragraph of the Promissory Note is hereby amended and restated in its entirety to read as follows:

This loan is given to assist JobTrain, Inc. with the acquisition of real property for job training and child care facilities at 1200 O'Brien Drive, Menlo Park, California. This loan shall be for a term of thirty (30) years from the date of recordation of the Deed of Trust, and shall bear no interest. Upon maturity of the note, the entirety of the loan shall be forgiven provided that JobTrain, Inc. has continuously met all the conditions of said Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the Promissory Note to duly execute as of the day and year first written above.

COUNTY: County of San Mateo

By: _____

William Lowell, Director of San Mateo County Department of Housing

BORROWER: Job Train, Inc.

By: _____