

**AMENDMENT TO PROMISSORY NOTE
SECURED BY DEED OF TRUST**

\$1,545,000
California

San Jose,

_____, 2013

FOR VALUE RECEIVED, the undersigned Urban Markets, LLC, a California limited liability company ("Borrower") and Successor Agency to the Redevelopment Agency of the City of San Jose ("Successor Agency") hereby amend that certain Promissory Note dated November 4, 2010 between Borrower and the Redevelopment Agency of the City of San Jose in the amount of Two Million One Hundred Ninety-Five Thousand and No/100 Dollars (\$2,195,000.00) ("Original Note").

The Original Note shall remain secured by the deed of trust against that certain real property located at 87 North San Pedro, San Jose, California ("El Dorado Building"). The real property described above, which is security for the obligations hereunder, shall be referred to herein as the "Property".

The Original Note shall be amended as follows:

- 1. Interest.** Interest shall be waived and shall not accrue from December 1, 2012 through December 1, 2017 ("Initial Period"). After the Initial Period, interest on unpaid principal shall accrue at the rate of three percent (3%) per annum unless payments are not paid when due. If payments are not made by Borrower when due, interest at the Default Rate (as defined in Section 4.2 of the Original Note) shall begin to accrue from and after the date such payment was due.
- 2. Term.** All outstanding principal, together with any accrued and unpaid interest, shall be due and payable twenty-five (25) years ("Term") from the Commencement Date of the Original Note ("Maturity Date"). For purposes of the Original Note, the Commencement Date shall mean February 24, 2012.
- 3. Payments.** Monthly payments of interest only shall be due and payable to the Successor Agency to the Redevelopment Agency of the City of San Jose on the first day of the month following the Initial Period. A balloon payment equal to the outstanding principal balance of the Original Note, together with any accrued but unpaid interest, shall be due and payable upon the Maturity Date of the Original Note.

Except as amended hereby, all other terms and conditions of the Original Note shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Original Note as of the date first written above.

SUCCESSOR AGENCY

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF SAN JOSE, a public entity

By: _____
Toni J. Taber CMC
Acting Successor Agency Clerk

BORROWER

URBAN MARKETS, LLC, a California
limited liability company

By: _____
John McEnery IV
Managing Member

By MCM Diversified, Inc., a
California corporation
Managing Member

By: _____
Martin C. Menne
Its President