

AMENDMENT TO PROMISSORY NOTE

This Amendment ("Amendment") to the Promissory Note Secured by Deed of Trust with Rider Attached Thereto ("Note") is made as of _____, by and between the County of El Dorado, a political subdivision of the State of California ("County"), and El Dorado Development Partnership Group, LLC, a California limited liability company ("El Dorado Development"). This Amendment shall be effective only when fully executed and delivered by the parties hereto.

WHEREAS, pursuant to the request of El Dorado Development, the parties have agreed to extend the due dates for the remaining Annual Payments and, to that end, have executed an Extension and Amendment to the Settlement Agreement and Release, the terms of which are hereby incorporated by reference as though fully set forth herein.

WHEREAS, the parties have agreed that the Note shall be amended as stated herein to be consistent with the Extension and Amendment to the Settlement Agreement and Release.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2 of the Note is hereby amended to read as follows:

Payment of Obligation. Maker shall pay the Settlement Payment to Holder in six equal annual payments on the Note in the amount of FOUR HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$425,000) (each an "Annual Payment"). The first two Annual Payments have been made and the remaining Annual Payments shall be due as follows: the third Annual Payment of \$425,000.00 shall be due two (2) years from the effective date of the Extension and Amendment to the Settlement Agreement and Release and the remaining three Annual Payments shall each be due annually thereafter, unless the Settlement Payment, or the remaining unpaid portion thereof, is prepaid by Maker prior to such time.

Upon the total payment of the Settlement Payment on this Note as set forth above, Holder shall mark this Note "PAID IN FULL" and shall deliver this Note to the Trustee of the Deed of Trust that secures this Note for the Trustee's delivery to Maker in conjunction with the reconveyance of the Deed of Trust.

2. Paragraph 3 of the Note is hereby amended to read as follows:

Prepayment and Interest. Maker may prepay this Note prior to April 1, 2012 without penalty or interest. If the entire Settlement Payment is not paid in full by April 1, 2012, interest shall begin to accrue on the unpaid principal balance until paid. Interest shall be at the rate of five percent (5%) per annum, payable quarterly in addition to any other payments

owing by Maker. The interest rate shall increase annually by one-quarter percent (.25%).

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

EL DORADO DEVELOPMENT

El Dorado Development Partnership Group, LLC, ("EDDPG, LLC")
a California limited liability company

By: 

Name: J. KACE FLAGG

Its: MANAGER of Stable Development, LLC
WHICH IS THE MANAGER of EDDPG, LLC

COUNTY OF EL DORADO

By: _____

Name: _____

Its: _____