

**AMENDMENT TO PROMISSORY NOTE
(Deferred Payment Loan)**

This Amendment to Promissory Note is entered into as of April __, 2017, by and between the City of Sunnyvale (the "City") and New Homestead Associates, a California Limited Partnership (the "Borrower") and amends the Promissory Note in the original principal amount of \$992,000 dated as of July 30, 2004 (the "Note").

The City and the Borrower now desire to revise the Note to provide that principal and interest payments under the Note shall be deferred until December 31, 2040 (the "Maturity Date"), and no payments shall be due prior to the Maturity Date except as provided herein.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Paragraph 3 of the Note shall be amended and restated as follows:

"This Note shall be due and payable on the earlier to occur (the "Maturity Date") of December 31, 2040 or refinancing of the senior loan encumbering the Project, unless such refinancing is approved by the City in its reasonable discretion. No payments of principal or interest shall be due under this Note from the effective date of the Note until the Maturity Date."

2. In all other respects, the Note shall remain unmodified and in full force and effect.

Executed as of the date first written above.

"CITY"

CITY OF SUNNYVALE

By: _____
Its: _____

"BORROWER"

NEW HOMESTEAD ASSOCIATES,
a California Limited Partnership

By: Mid-Peninsula Coastside, Inc.,
a California nonprofit public benefit corporation,
its General Partner

By: _____
Its: _____