SECURED PROMISSORY NOTE

$2,292,406.00

July 7, 2008
Indian Wells, Riverside County, California

For value received, the undersigned promises to pay to INDIAN WELLS REDEVELOPMENT AGENCY, a public body, corporate and politic, or order, the principal sum of TWO MILLION TWO HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED SIX DOLLARS AND NO CENTS ($2,292,406.00). Said principal shall bear interest at a rate equal to the portfolio rate of the City of Indian Wells, California, plus two and one-half percent (2.5%) (as the same may change from time to time), compounded annually, and be payable in full by a balloon payment of principal and interest due no later than five (5) years from the date of this Note. (The City's portfolio rate is the yield to maturity on a 365 day equivalent for all investments and cash holdings held within the City's portfolio whether interest bearing or not. Investments of City funds are governed by California Government Code Sections 53600 *et seq.*, as amended from time to time. Within the context of the limitations, the following investments are authorized: US Treasury Bills, US Treasury Bonds and Notes, Federal Agency Securities, Bankers Acceptance Notes, Certificates of Deposit – Private Placement (CDARS) & Negotiable, Local Agency Investment Fund, and Medium-Term Corporate Bonds.)

This Note is secured by a Deed of Trust of even date herewith encumbering real property described in said Deed of Trust.

The undersigned shall have the right to prepay all or any part of the outstanding balance of principal and interest at any time without penalty, and, in the event of any prepayment, the undersigned will be entitled to receive partial releases as provided in the Deed of Trust.

Should interest not be paid when due, it shall thereafter bear like interest as the principal, but in no event shall interest be paid in excess of the maximum amount permitted by applicable laws.

The undersigned shall pay all costs, expenses and reasonable attorneys fees incurred by the holder of this Note in connection with any default under this Note. Principal and interest are payable in lawful money of the United States of America.

MILES CROSSING RETAIL, L.L.C.,
a California limited liability company

By: Kingston Retail, LLC
an Illinois limited liability company

By: _____
Name: Gerald Fogelson
Its: Manager