

RESTATED PROMISSORY NOTE

\$50,000.00

Napa, California
_____, 2013

WHEREAS, on or about February 23, 2010, Cinema Napa Valley, a California public benefit corporation (hereafter "Borrower") executed a Promissory Note (Napa County Agreement No. 7365) in favor of Napa County, a political subdivision of the State of California (hereafter "County") in the principal amount of Fifty Thousand Dollars (\$50,000), with interest at the rate of 3% simple interest per year, all due and payable on February 23, 2013; and

WHEREAS, the proceeds of the loan were to be used by Borrower to establish, promote, and carry out a proposed annual Napa Valley Film Festival, which Borrower has in fact established and operated on an annual basis since 2010; and

WHEREAS, both County and Borrower now desire to extend the term of repayment of principal as provided for in the Promissory Note on the terms and conditions as set forth in this Restated Promissory Note ("Restated Note"), therefore:

FOR VALUE RECEIVED, Borrower promises to pay to County, or order, the principal sum of Fifty Thousand Dollars (\$50,000.00), plus interest thereon at the rate of 3% per annum, in accordance with the schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference, all due and payable by February 28, 2018.

1. Terms of Payment.

(a) All payments due under this Restated Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Restated Note shall be paid to the County at the office of the County Treasurer, or to such other place as the County may from time to time designate in writing.

(c) All payments on this Restated Note shall be without expense to the County, and the Borrower agrees to pay all costs and expenses incurred in connection with the payment of this Restated Note and the release of any security hereof.

2. Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of this Restated Note.

(b) No extension of time for payment of this Restated Note or any installment hereof made by agreement by the County with any person now or hereafter liable for payment of this note shall operate to release, discharge, modify, change or affect the original liability of the Borrower under this Restated Note, either in whole or in part.

(c) The obligations of the Borrower under this Restated Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Restated Note for any reason whatsoever.

3. Miscellaneous Provisions.

(a) In the event that either party commences legal action of any kind or character to enforce the provisions of this Restated Note, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

(b) The terms of this Restated Note may not be changed orally, but only by an agreement in writing signed by both County and Borrower.

(c) This Restated Note shall be governed by and construed in accordance with the laws of the State of California.

(d) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

<p>Napa County, a political subdivision of the State of California</p> <p>By: _____ BRAD WAGENKNECHT, Chairman Napa County Board of Supervisors</p>	<p>Cinema Napa Valley, a California public benefit corporation</p> <p>By: <u>Carrie Markham</u> (CARRIE MARKHAM, Secretary)</p>
<p>ATTEST: Gladys I. Coil, Clerk of the Board of Supervisors</p> <p>By _____</p>	<p>By: <u>Marc Lhormer</u> (MARC LHORMER, Executive Director)</p>
<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Robert Paul</i> (by e-signature) Deputy County Counsel</p> <p>Date: August 8, 2013</p>	
<p>Approved by the Napa County Board of Supervisors</p> <p>Date: _____</p> <p>Processed by: _____ Deputy Clerk of the Board</p>	

EXHIBIT "A"

REPAYMENT SCHEDULE:

DUE BY DATE:	PRINCIPAL BALANCE	SIMPLE INTEREST DUE	TOTAL PAYMENT DUE	BALANCE
FEBRUARY 28, 2014	\$50,000	\$ 1,000.00*	\$11,000	\$40,000
FEBRUARY 28, 2015	\$40,000	\$ 1,200.00	\$11,200	\$30,000
FEBRUARY 29, 2016	\$30,000	\$ 900.00	\$10,900	\$20,000
FEBRUARY 28, 2017	\$20,000	\$ 600.00	\$10,600	\$10,000
FEBRUARY 28, 2018	\$10,000	\$ 300.00	\$10,300	\$0

*THIS INTEREST PAYMENT IS FOR AN EIGHT MONTH PERIOD AS INTEREST WAS PAID THROUGH JUNE 30, 2013