**2015 PROMISSORY NOTE**

**Napa County Fair Association**

**$57,000**

The Napa County Fair Association (“Association”), duly organized and existing under and pursuant to the laws of the State of California, for value received hereby promises to pay (but only out of the funds hereinafter mentioned) to the County of Napa the principal sum of $57,000, payable in the manner set forth below.

This Note is issued pursuant to a resolution (“Resolution”) adopted by the Board of Supervisors of the County, on December 15, 2015. Reference is hereby made to the Resolution for a specific description of the payment of the principal on this Note, to all of the provisions of which the Association's acceptance of this Note hereby consents and agrees and has recourse to all of the provisions of the Resolution and is bound thereby. All terms defined in the Resolution shall have the same definitions when used herein, unless otherwise defined herein.

This Note shall be payable in full upon maturity, which shall be June 30, 2018 At maturity, outstanding principal shall be payable at the end of the 2017-2018 fiscal year. The principal on this Note is payable by the Napa County Auditor–Controller in lawful money of the United States of America at the Office of the Napa County Treasurer.

This Note is not a lien, charge or liability against the Association or against the Governing Board of the Association, or against any property or funds of the Association or said Governing Board, except the monies available in the 2014-2015 through 2017-2018 fiscal years as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof constitutes a debt, liability or obligation of the Association except as provided in the Resolution.

The Association hereby covenants and warrants that it will pay promptly, when due, the principal of this Note in accordance with the terms hereof and the terms and provisions set forth in the Resolution.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Association giving the County 30 days' prior written notice thereof.

This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

**IN WITNESS WHEREOF**, the Association has caused this Note to be signed in its name by the Chief Executive Officer, and has caused this Note to be dated December 15, 2015.

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Carlene Moore, Chief Executive Officer