

PROMISSORY NOTE

200,000.00

_____, 2017

FOR VALUE RECEIVED, the undersigned HOBERG'S HISTORICAL ASSOCIATION (hereinafter, "HHA") hereby promises to pay to the order of the COUNTY OF LAKE, a political subdivision of the State of California, whose address is 333 Second Street, Lakeport, California 95453 ("Holder"), landfill tipping fees estimated in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) all due and payable in four (4) years from the date of the first disposal at Eastlake Sanitary Landfill (October 7, 2020).

1. HHA'S Obligation. This promissory note (the "Note") evidences HHA's obligation to pay Holder the principal amount of Two Hundred Thousand Dollars (\$200,000.00) in consideration for the Agreement between the County of Lake and Hoberg's Historical Association for a gate fee charge account at the Eastlake Landfill in support of the nuisance abatement cleanup of the Hoberg's Resort site in Cobb, Ca.
2. No Assumption. This Note shall not be assumable by the successors and assigns of HHA without the prior written consent of Holder.
3. Security. This Note is secured by a Short Form Deed of Trust and Agreement Between the County of Lake and Hoberg's Historical Association, Establishing Terms for a Gate Fee Charge Account at the Eastlake Landfill in Support of the Nuisance Abatement Cleanup of the Hoberg's Resort Site in Cobb, CA (the "Deed of Trust"), of even date herewith, wherein HHA is the Trustor and Holder is the Beneficiary, covering the properties at 14951 Hwy 175, Cobb CA 95426 (APN 011-045-12), 14990 Entrance Rd, Cobb CA 95426 (APN 011-046-04), 14950 State HWY 175, Cobb CA 95426 (APN 011-046-02), 15205 State HWY 175, Cobb CA 95426 (APN 013-050-18), and 14967 Quail Dr, Cobb CA 95426 (APN 050-791-03).
4. Terms of Payment.
 - (a) All payments due under this Note shall be paid in currency of the United States of America, which at time of payment is lawful for the payment of public and private debts.
 - (b) All payments on this Note shall be paid to Holder c/o Public Services Department-Solid Waste Division, 333 Second Street, Lakeport, California 95453, or to such other place as Holder of this Note may from time to time designate.
 - (c) This Note does not contain prepayment penalty. The entire principal may be paid partially or in full at any time.
5. Default.

- (a) The following shall constitute an event of default under this Note:
 - i. Any failure to pay, in full, any payment required under this Note when due;
- (b) Upon the occurrence of such an event of default, the entire unpaid principal balance payable under this Note and the Deed of Trust shall become immediately due and payable upon written notice by Holder to HHA without further demand.
- (c) The failure to exercise the remedy set forth in Subsection 4(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by Holder hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express written consent of Holder, except as and to the extent otherwise provided by law.

6. Waivers.

- a. HHA hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note.
- b. No extension of time for payment of this Note or any installment hereof made by agreement by Holder 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 HHA under this Note, either in whole or in part.
- c. The obligations of HHA under this Note shall be absolute and HHA waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Miscellaneous Provisions.

- a. All notices to Holder or HHA shall be given to such addresses as Holder and HHA may designate.
- b. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- c. This Note shall be governed by and construed in accordance with the laws of the State of California.
- d. This document may not be modified except upon written consent of the parties.