

**AMENDMENT NO. 2 TO  
NAPA COUNTY AGREEMENT NO. 250244C**

**LOAN AGREEMENT**

**THIS AMENDMENT NO. 2** to Napa County Agreement No. 250244C is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Napa County, a political subdivision of the State of California (“County”), Miss Milli, LLC, dba Le Petit Elephant Nursery and Preschool (“Miss Milli”), and Miss Mama, LLC (“Miss Mama”). Miss Milli and Miss Mama are collectively referred to as “Borrower.”

**RECITALS**

**WHEREAS**, on October 30, 2024, County and Miss Milli entered into in Agreement No. 250244C (“Agreement”) to loan \$1.2 million to Miss Milli to be used towards the purchase of certain real property at 15 Chapel Hill Drive in the City of Napa (“Property”) to be operated as a childcare center; and

**WHEREAS**, on December 6, 2024, County and Miss Milli entered into Amendment No. 1 to the Agreement to add Miss Mama to the Agreement because title to the Property would be held by Miss Mama; and

**WHEREAS**, the Property has been purchased by Borrower, but because the existing lease for the Le Petit Elephant Nursery is expiring soon, Borrower needs to immediately begin improving the Property in preparation of relocating the childcare center; and

**WHEREAS**, Borrower has requested \$150,000 from County to cover various expenses associated with operating Le Petit Elephant Nursery while the Property is improved; and

**WHEREAS**, County is willing to provide the requested funds by adding it to the total loan amount;

**NOW, THEREFORE**, County and Borrower hereby amend Agreement No. 250244C in accordance with the terms and conditions set forth below:

**TERMS**

1. The definition of “Loan” in Section 1.1(n) of the Agreement is amended to read in full as follows:
  - (n) “Loan” is defined as the funds loaned by County to Borrower totaling \$1,350,000.
2. Section 2.1 of the Agreement is amended to read in full as follows:

2.1 Loan.

Upon satisfaction of the conditions set forth in Section 2.4 of this Agreement the County shall loan to Borrower the principal amount of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) for the purposes set forth in Section 2.3 of this Agreement. Within 30 days after the effective date of Amendment No. 2 to the Agreement, County shall loan to Borrower the principal amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for the purposes set forth in Section 2.3 of this Agreement.

3. Section 2.3 of the Agreement is amended to read in full as follows:

2.3 Use of Loan Funds.

(a) Borrower shall use \$1,200,000 of the Loan to fund the purchase of the Facility, in a manner consistent with the Program Requirements, and the Approved Project Budget. Borrower shall use the remaining \$150,000 of the Loan to pay for operating expenses which will allow Le Petit Elephant Nursery to continue providing childcare and complete relocation to 15 Chapel Hill Drive. In exchange for receipt of the Loan, Borrower agrees to comply with the Childcare Spot Requirement at the Facility during the Term.

(b) Borrower shall not use the Loan for any other purposes without the prior written consent of the County.

(c) Borrower shall provide at least 30 hours of childcare per week.

4. Section 2.5 of the Agreement is amended to read in full as follows:

2.5 Term; Forgiveness; Repayment.

(a) Term. The Loan and this Agreement shall have a term that commences on the Effective Date and expires eleven years and three months (135 months) after the date that the Borrower first notifies County in writing that it is meeting the Childcare Spot Requirement for a minimum of 30 hours a week at the Facility, subject to any earlier termination or extension pursuant to Subsection (d) below (the "Term"). Borrower shall meet the Childcare Spot Requirement for a minimum of 30 hours a week at the Facility within one year after the Effective Date or one year after the conclusion of the current litigation challenging the City of Napa's approval of the permit for the Facility, whichever occurs later. Upon the expiration of the Term, this Agreement and the rights and obligations of the Parties under this Agreement shall terminate, except as provided in this Agreement.

(b) Forgiveness. Commencing with the date that the Borrower first notifies County in writing that it is meeting the Childcare Spot Requirement for a minimum of 30 hours a week at the Facility, and every year thereafter during the Term (and for the last 3 months of the Term), the Borrower will submit an Annual Certification to the County with information regarding the Facility as required by Section 3.5. Provided that: (i)

Borrower is not in Default under the Loan Documents; and (ii) Borrower has continuously operated the Facility in compliance with the terms of the Loan Documents and Program Requirements, no payments will be due under the Note. If Borrower has complied with the requirements of the Loan Documents during the entire Term, all sums otherwise due under the Note or any other Loan Document will be forgiven by the County. For each year during the Term after Borrower first meets the Childcare Spot Requirement for a minimum of 30 hours a week at the Facility and that Borrower operates the Facility in accordance with the Loan Documents and Program Requirements, the County will forgive \$120,000 of the principal amount of and accrued interest on the Loan. For the remaining 3 months of the Term, the County will forgive the remaining \$30,000 of the principal amount of and accrued interest on the Loan.

(c) Repayment. Unless forgiven pursuant to Section 2.5(b) above, all outstanding principal and interest accrued on the Loan will be due in full at the end of the Term, or upon the County declaration of Default.

(d) Extension. If Borrower is unable to meet the Childcare Spot Requirement for a period not to exceed one hundred eighty (180) days, the County may forbear declaring a Default and extend the Term by a period not to exceed one hundred eighty (180) days (the "Forbearance Period"). The Term will be extended only once, for the period of time, up to one hundred eighty (180), needed to satisfy the Childcare Spot Requirement. If the Term is so extended all references herein and in the other Loan Documents to the "Term" shall thereafter mean such extended Term. The Term will be extended only if the following conditions are met:

(i) Borrower is in compliance with all the Program Requirements other than the Childcare Spot Requirement;

(ii) Borrower's ability to maintain the Childcare Spot Requirement despite diligent good faith efforts, is due to conditions outside the control of Borrower as determined by the County in its reasonable discretion; and

(iii) At the beginning of each month during the Forbearance Period, Borrower submits to the County evidence of its actions to fulfill the Childcare Spot Requirement and the County determines in its reasonable discretion that Borrower is using good faith efforts to satisfy the Childcare Spot Requirement.

5. This Amendment No. 2 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 2 shall remain in full force and effect.

6. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.



**IN WITNESS WHEREOF**, this Amendment No. 2 is executed by County, acting by and through its County Executive Officer, and by Miss Milli and Miss Mama through their duly authorized officer(s).

MISS MILLI, LLC, dba  
Le Petit Elephant Nursery and Preschool

By   
MILLI PAL PINTACSI, Owner/CEO

MISS MAMA, LLC

By   
MILLI PAL PINTACSI

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
RYAN ALSOP  
Napa Chief Executive Officer

<p><b>APPROVED AS TO FORM</b> Office of County Counsel</p> <p>By: <u>Thom A. C. Zeleny</u></p> <p>Date: <u>March 7, 2025</u></p> <p>PL Doc. No. 128237</p>
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