

## LOAN AGREEMENT

This Loan Agreement, dated as of April \_\_\_\_, 2020, is between the County of San Mateo (the "County"), a political subdivision of the State of California, and the San Mateo County Treasurer-Tax Collector (the "Treasurer") on behalf of the County of San Mateo – Treasurer's Pooled Fund (the "Fund"), an agency fund of the County;

### WITNESSETH:

WHEREAS, the County, pursuant to Resolution No. 676707 adopted October 12, 1993, has elected an alternative method of distribution of property tax levies and assessments in accordance with Chapter 3 (commencing with Section 4701) of Part 8 of Division 1 of the California Revenue and Taxation Code of the State of California (the "Act"); and

WHEREAS, in connection with the compliance with the provisions of the Act, the County, pursuant to Resolution No. [\_\_\_\_] dated April 7, 2020, is authorized to borrow from the Fund and the Fund agrees to loan to the County an amount not to exceed \$192,000,000 upon the terms and conditions set forth herein; and

WHEREAS, the County and the Treasurer have each duly authorized the execution, delivery and performance of this Loan Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

Section 1. The Loan. -The Fund hereby lends and advances to the County and the County hereby borrows and accepts from the Fund the amount of [\_\_\_\_\_], such amount to be applied by the County in connection with the payment of its Teeter obligations in accordance with the provisions of the Act. In consideration of such loan (the "Loan"), the County agrees to make payments of principal on the Loan to the Fund quarterly, on or before July 1, 2020, October 1, 2020, January 1, 2021, and April 1, 2021. Interest shall be determined and paid by the County quarterly. The amount of principal of the Loan shall be repaid in its entirety on or before April 1, 2021. The Loan may be prepaid without penalty.

Section 2. Loan Term. The unpaid principal of the Loan shall be due and payable on the first business day of April 2021.

Section 3. Interest Rate. The Loan shall bear Interest at the earnings rate earned by the pooled funds in the prior quarter, net of costs and fees, but in no event may be less than 0%. The interest on the note shall be computed and paid quarterly.

Section 4. Amendments. This Loan Agreement may be amended only by the written agreement of the parties.

Section 5. Governing Law. This Loan Agreement shall be governed by, and construed according to, the laws of the State of California.

IN WITNESS WHEREOF the County and the Treasurer, on behalf of the Fund, have caused this Loan Agreement to be executed in their respective names as of the date first above written.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

SANDIE ARNOTT, SAN MATEO COUNTY  
TREASURER-TAX COLLECTOR

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