

**AMENDMENT NO. 21 TO LOAN AGREEMENT**

This Amendment No. 21 (the "Amendment") dated as of June 8, 2021, is between Bank of America, N.A. (the "Bank") and County of San Bernardino (the "Borrower").

RECITALS

A. The Bank and the Borrower entered into a certain Business Loan Agreement dated as of March 30, 2000 (together with any previous amendments, the "Agreement").

B. The Bank and the Borrower desire to amend the Agreement.

AGREEMENT

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.

2. Amendments. The Agreement is hereby amended as follows:

(a) In paragraph number 1.1, entitled "Letters of Credit," the date **June 30, 2021** is changed to **June 30, 2022**.

(b) In paragraph number 1.2, entitled "Amount," the amount **Eight Hundred Forty Nine Thousand and Nine Hundred Dollars (\$849,900)** is changed, effective July 1, 2021, to **Eight Hundred Sixty Eight Thousand and Eight Hundred Dollars (\$868,800)**.

3. Representations and Warranties. When the Borrower signs this Amendment, the Borrower represents and warrants to the Bank that: (a) there is no event which is, or with notice or lapse of time or both would be, a default under the Agreement except those events, if any, that have been disclosed in writing to the Bank or waived in writing by the Bank, (b) the representations and warranties in the Agreement are true as of the date of this Amendment as if made on the date of this Amendment, (c) this Amendment does not conflict with any law, agreement, or obligation by which the Borrower is bound, and (d) this Amendment is within the Borrower's powers, has been duly authorized, and does not conflict with any of the Borrower's organizational papers.

4. Conditions. This Amendment will be effective when the Bank receives the following items, in form and content acceptable to the Bank:

(a) An Application for Amendment to Standby Letter of Credit executed by the Borrower.

(b) Evidence that the Borrower's execution, delivery, and performance of this Amendment have been duly authorized

5. Effect of Amendment. Except as provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

TO: Bank of America, N.A.

Date 06/08/2021

The irrevocable Standby Letter of Credit No. 3024651

1. Applicant Name

COUNTY OF SAN BERNARDINO SOLID WASTE MANAGEMENT

Address (City, State, Zip)

[Empty address field for Applicant]

2. Beneficiary Name

SAN GABRIEL VALLEY WATER COMPANY

Address (City, State, Zip)

[Empty address field for Beneficiary]

3. Please amend this credit as follows:

Please increase letter of credit from \$849,900.00 to \$868,800.00, effective July 1, 2021.  
Renew until 06/30/2022

[Large empty box for amendment details]

I understand that this amendment is subject to acceptance by the beneficiary. All other terms and conditions of the Letter of Credit remain unchanged.

At the discretion of Bank of America, N.A. (the "Bank"), this amendment may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, each of which, when so executed (and any copy of an executed counterpart that is an electronic record), shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement. Delivery of a manually executed paper counterpart of this amendment (or of any agreement or document required by this amendment and any amendment to this amendment) by facsimile or other electronic imaging means (e.g., ".pdf" or ".tif") shall be as effective as delivery of a manually executed paper counterpart of this amendment; provided, however, that the facsimile or other electronic image shall be promptly followed by a manually executed paper original if required by the Bank, but the failure to do so shall not affect the validity, enforceability or binding effect of this amendment.

At the Bank's discretion, electronic records and signatures may be used for the execution and administration of this amendment and all agreements, documents and notices related to this amendment and the transactions relating hereto. If executed electronically by one or more parties to this amendment, this amendment or one or more of its signed counterparts is an electronic record and is as legally valid and enforceable as if such parties had manually executed this amendment on paper.

Applicant certifies that all information Applicant may have provided to Bank regarding the beneficial ownership and controlling parties of Applicant is, to the best of Applicant's knowledge, complete and correct.

The bank agrees to the amendment described above.  
Bank of America, N.A.

By Signature   
By (print) GRACE BARVIN

Name of Company or Individual  
COUNTY OF SAN BERNARDINO SOLID WASTE MANAGEMENT

Signature   
X

Print Name and Title of Signer  
Curt Hagman, Chairman of the Board of Supervisors

Signature (if applicable)  
[Empty]

Print Name and Title of Signer  
[Empty]



7. **FINAL AGREEMENT.** BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

This Amendment is executed as of the date stated at the beginning of this Amendment.

Borrower:

Bank:

County of San Bernardino  
DWP – Solid Waste Management Division

Bank of America, N.A.

By   
Curt Hagman, Chairman Board of Supervisors

By   
Grace Barvin, Senior Vice President