THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number
26-439

SAP Number

Public Works

Department Contract Representative	Jeremy Johnson, P.E., Engineering Manager
Telephone Number	(909) 387-8165
Project	Cedar Avenue at Interstate 10 Interchange
Contractor	San Bernardino County Transportation Authority (SBCTA)
Contractor Representative	Heng Chow, Project Manager
Telephone Number	(909) 884-8276
Contract Term	05/06/2026 - 03/31/2040
Original Contract Amount	$13,995,381
Total Contract Amount	$13,995,381
Cost Center	6650002000 14H14777
Grant Number (if applicable)	N/A

Briefly describe the general nature of the contract: The County and the San Bernardino County Transportation Authority (SBCTA) desire to enter into Term Loan Agreement No. 26-1003454 for an amount not-to-exceed $13,995,381, for the Local Agency Share of construction of the Cedar Avenue at Interstate 10 Interchange Project. The loan will be funded with $3,261,142 of the County's Major Street – Arterial Sub-Program (Major Streets) funds and with $10,734,239 of SBCTA Valley Freeway Interchange Program (Interchange) funds. The loan will be repaid with County Development Impact Fees (DIF). If the loan amount is not paid in full by the end of Measure I 2010-2040, the repayment obligation will be considered fulfilled, and Interchange funds will reimburse Major Streets funds that have not been repaid by DIF funds.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Aaron Gest	► Andy Silao	► Noel Castillo
Aaron Gest, Deputy County Counsel	Andy Silao, P.E., Engineering Manager	Noel Castillo, Director
Date 05/20/2026	Date 05/20/2026	Date 05/20/2026

MEASURE I VALLEY FREEWAY INTERCHANGE PROGRAM

TERM LOAN AGREEMENT NO. 26-1003454

(Policy 40005 VFI 23-4)

SAN BERNARDINO COUNTY

INTERSTATE 10/CEDAR AVENUE INTERCHANGE PROJECT

This Term Loan Agreement, nominally dated 05/14, 2026, is entered into on the Effective Date by and between San Bernardino County (Borrower) and the San Bernardino County Transportation Authority (SBCTA) (Lender). Borrower and Lender may, from time to time in this Agreement, be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. On December 5, 2012, Lender's Board of Directors (Board) established a Development Mitigation Fair Share Loans and Loan Repayment program under Valley Freeway Interchange (VFI) Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23.

B. On January 9, 2019, Borrower and Lender entered into Contract No.18-1001962 setting forth the funding and other obligations of Borrower and Lender for all phases of the Interstate 10/Cedar Avenue Interchange Project in the unincorporated community of Bloomington.

C. Contract No. 18-1001962 has since been amended twice to extend the termination date and adjust the Parties' respective funding responsiblilities based on revised Project Costs (defined below).

C. Under Contract No. 18-1001962, Borrower is obligated to fund its Local Share of estimated Project Costs in an amount not-to-exceed $33,883,000.

D. Borrower has requested that Lender loan Borrower a portion of its estimated Local Share of Project Costs (under the terms of sub-policy VFI-23-4) in an amount not-to-exceed $13,995,381.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the Parties to this Agreement, it is agreed as follows:

ARTICLE ONE—DEFINITIONS

The following terms used in this Agreement shall have the meanings set out below and these definitions shall be applicable to both the singular and plural forms of the defined terms:

Agreement means this Term Loan Agreement, nominally dated May 6, 2026, entered into between Borrower and Lender, as it may be amended from time to time.

Agreement Termination Date means the date as described in Section 3.9.

Borrower means San Bernardino County.

Collateral means Borrower's Uncommitted Development Impact Fees (DIF) and Valley Major Street Program – Arterial Sub-Program Funds up to the Loan Amount, as more fully described in Exhibit "A".

Contract No. 18-1001962 means the Contract between San Bernardino County and the San Bernardino County Transportation Authority for the Right-of-Way and Construction of the Interstate 10/Cedar Avenue Interchange Project.

Cost Buy-Down for Project means Federal, State or other funds, besides Local Share and Public Share funds, which buy down the Project Costs pursuant to VFI Policy 40001 IV. I. 1, after which the Local Share and Public Share are applied.

Development Impact Fees (DIF) means the revenues generated by Borrower's locally-adopted development financing mechanism to mitigate development's impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources.

Development Mitigation Annual Report means the annual report prepared by local jurisdictions in the urbanized areas of San Bernardino County as part of the SBCTA Development Mitigation Program that provides information on what development has occurred, the amount of development mitigation revenue collected and the amount of development mitigation revenue expended on projects contained in the Nexus Study.

Draw means an advance made by Lender first from Borrower's Valley Major Street Program – Arterial Sub-Program Funds, up to the amount of Three Million, Two Hundred Sixty-One Thousand, One Hundred Forty-Two Dollars ($3,261,142), and then from Lender's VFI Program Funds, up to the amount of Ten Million, Seven Hundred Thirty-Four Thousand, Two Hundred Thirty-Nine Dollars ($10,734,239), in order to pay for Borrower's Local Share of Project Costs as part of the Loan Amount.

Effective Date means the date this Agreement is executed by Lender.

Lender means the San Bernardino County Transportation Authority.

Lien means any voluntary or involuntary security interest, mortgage, pledge, claim, charge, encumbrance, intra-fund borrowing commitment, covering all or any part of the Collateral.

Loan Amount means the total amount of all Draws outstanding and unpaid by Borrower, up to an amount not-to-exceed $13,995,381.

Loan Due Date means the last day of the tenth (10th) year subsequent to the issuance of the Notice of Completion for the Project.

Loan Fee means Two-Thousand Seven Hundred Fifty Dollars ($2,750) payable by Borrower to Lender for Lender's additional costs of administering the Term Loan.

Local Share means the sum of: (1) Project Costs minus Cost Buy-Down for Project, times the development contribution percentage set forth in the SBCTA Nexus Study of thirty percent (30%); plus (2) one-hundred percent (100%) of SBCTA management and oversight costs for the Project. The Local Share is estimated to be $35,831,200 less credit of $1,948,200 for costs that exceeded the Local Share of Environmental and Final Design costs completed pursuant to Contract No. 17-1001710, leaving a Local Share of $33,883,000.

Local Share Project Cost Deposit means the amount Borrower has available for the Local Share for the Project, which is Nineteen Million, Eight Hundred Eighty-Seven Thousand, Six Hundred Nineteen Dollars ($19,887,619), including deposits made prior to execution of Agreement. The funding source for the Local Share Project Cost Deposit is DIF.

Measure I means the one-half of one percent (½%) retail transactions and use tax statutorily dedicated to transportation planning, design, construction, operation and maintenance only, in San Bernardino County as authorized by the San Bernardino County voters' passage of Ordinance 89-01 in 1989 and reauthorized by the San Bernardino County voters' passage of Ordinance 04-01 in 2004.

Nexus Study means that study approved by the SBCTA Board on April 3, 2024, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

Person means a natural person or a corporation, government entity or subdivision, agency, trust, estate, partnership, cooperative or association.

Phase Costs means the estimated cost of the Project Phase.

Project means the Interstate 10/Cedar Avenue Interchange Project in the unincorporated community of Bloomington, as more fully described in Contract No. 18-1001962.

Project Costs means the total cost of the Right-of-Way and Construction of the Project, which is estimated to be $123,504,000.

Project Phase means the Right-of-Way work or Construction work for the Project.

Public Share means the share of Project Costs assigned as SBCTA's contribution calculated as the Project Costs minus the Cost Buy-Down Funds and minus the Local Share for the Project.

SBCTA means the San Bernardino County Transportation Authority.

Term Loan means Lender's lending of money to Borrower under the terms of this Agreement from the defined source of funds and for the defined purposes as more specifically described in Article Two.

Uncommitted DIF means those DIF received by or to be received by Borrower during the term of this Agreement that, as of the Effective Date, Borrower has not previously committed to expend on the transportation projects listed in Exhibit "B".

Valley Freeway Interchange Policy means the VFI Program Measure I 2010-2040 Strategic Plan set forth in Policy 40005 adopted by the SBCTA Board April 1, 2009, as revised December 5, 2012, February 5, 2014, December 7, 2016, January 4, 2017, September 6, 2017, and April 1, 2026.

Valley Freeway Interchange Program means the Measure I program in the Valley subarea that provides funds for interchange projects included in the Nexus Study. For the purposes of this Agreement the Project must be identified in the top 10 interchanges in the most current interchange prioritization list established by the SBCTA Board at the time of execution of Agreement.

Valley Major Street Program – Arterial Sub-Program means the Measure I program in the Valley subarea that provides funds through an equitable share reimbursement mechanism directly to local jurisidictions for expenditures incurred for components of any arterial project listed within the first two years of their current Capital Project Needs Analysis. For the purposes of this Agreement the Project must be included in the Capital Project Needs Analysis. Amount of Valley Major Street Program – Arterial Sub-Program Funds available are determined by equitable share allocation amounts to individual local jurisdications each fiscal year with a cumulative fund balance carried forward equal to the amount for which the local jurisdication has not sought reimbursement.

ARTICLE TWO—TERM LOAN

2.1 Term Loan. On the terms and conditions set forth herein, Lender hereby agrees to lend the Loan Amount to Borrower for the purpose of assisting Borrower in satisfying its obligation to pay its Local Share of Project Costs. On or before the Agreement Termination Date (unless extended in accordance with Subarticle 3.7), Borrower promises to pay Lender the principal sum of the Loan Amount. The Parties acknowledge and agree that the Loan Amount shall not bear interest.

2.2 Term Loan Draws. As the Project moves forward, Lender shall send an invoice to Borrower, not more frequently than monthly, invoicing Borrower for Borrower's Local Share of Project Costs incurred to date. Borrower shall pay invoices up to the Local Share Project Cost Deposit. After the Local Share Project Cost Deposit has been fully paid to Lender, Lender shall make a Draw in an amount equal to the invoiced amount. In the event an invoice exceeds the remaining Local Share Project Cost Deposit, Lender shall make a Draw for the difference between the invoiced amount and the balance of the Local Share Project Cost Deposit. Each Draw shall become principal on the Loan Amount. In the case that the Draw is from the Valley Major Street Program – Arterial Sub-Program Funds, the Valley Major Street Program – Arterial Sub-Program Funds available to the Borrower shall be reduced by the amount of the Draw. The total of all Draws shall not exceed the Loan Amount.

2.3 Source of Loan Draws. The sole sources of any Draws shall first be Borrower's Valley Major Street Program – Arterial Sub-Program Funds and then Lender's VFI Program Funds.

2.4 Use of Proceeds. Measure I strictly limits the recipients of, the projects eligible for, and the uses of Measure I proceeds, including Valley Major Street Program – Arterial Sub-Program and VFI Program Funds. Borrower understands and agrees that Draws shall be credited toward Borrower's account with SBCTA for payment of Borrower's Local Share of Project Costs, and Draws shall not be paid directly to Borrower, Borrower's creditors, assigns, or any Person, and shall not be used for any purpose unauthorized by Measure I.

ARTICLE THREE—GENERAL CREDIT PROVISIONS

3.1 Conditions Precedent. As conditions precedent to Lender making the Term Loan to Borrower, Borrower shall:

3.1.1 Pay Lender the Loan Fee upon Borrower's execution of this Agreement; and

3.1.2 Not later than thirty (30) calendar days after SBCTA invoices Borrower, Borrower shall pay SBCTA up to the Local Share Project Cost Deposit of Nineteen Million, Eight Hundred Eighty-Seven Thousand, Six Hundred Nineteen Dollars ($19,887,619), from Uncommitted DIF or other lawful, non-Measure I sources of funds.

3.1.3 Deliver to Lender a certified copy of a Resolution or minute action of Borrower's legislative body; authorizing execution of this Agreement by Borrower's duly authorized representative; and approving this Agreement.

3.2 Records of Draws. Draws shall be evidenced by entries in accounting records maintained by Lender.

3.3 Collateral. Borrower shall grant Lender a first priority Lien in the Collateral, as more fully described in Exhibit "A". Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its Lien in the Collateral.

3.4 Repayment of Loan Amount.

3.4.1 Borrower shall repay the Loan Amount to Lender by the following means: Not later than September 30 of each year after the first Draw has been made by Lender, Borrower shall transfer to Lender all Uncommitted DIF collected by Borrower in the prior Fiscal Year until the Loan Amount is paid in full.

3.4.2 Borrower shall commence repayment of the Loan Amount on the earlier of the date Borrower receives Uncommitted DIF or the date SBCTA issues a Notice of Completion of the Project.

3.4.3 All payments of the Loan Amount received by Lender shall be entered in SBCTA's records as a reduction of the Loan Amount.

3.5 Release of Valley Major Street Program – Arterial Sub-Program. Within thirty (30) calendar days after Lender's receipt of a Term Loan payment from Borrower, Lender shall release to Borrower Valley Major Street Program – Arterial Sub-Program Funds that have been withheld as a Draw under Subarticle 2.2 in an amount equal to Borrower's Term Loan payment.

3.6 Loan Due Date. The remaining balance of the Loan Amount shall be due and payable upon the Loan Due Date.

3.7 Loan Extension. If the Loan Amount is unpaid ninety (90) calendar days prior to the Loan Due Date and Borrower is not in breach of this Agreement, Borrower and Lender shall negotiate in good faith an extension of the Loan Due Date as is necessary to enable Borrower to repay the Loan Amount from Uncommitted DIF.

3.8 Expiration of Measure I. If the Loan Amount is not paid in full as of the expiration date of Measure I due to insufficient Uncommitted DIF collected by Borrower, Borrower's obligations to make any further Term Loan payments shall cease, this Agreement shall terminate, and Lender shall release to Borrower Valley Major Street Program – Arterial Sub-Program Funds that have been withheld as a Draw under Subarticle 2.2.

3.9 Agreement Termination. This Agreement shall terminate upon the earliest to occur of 1) repayment in full of the Term Loan; 2) termination of the Agreement pursuant to Section 7.2; or 3) the expiration of Measure I.

ARTICLE FOUR—REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants that as of the Effective Date and the dates of each of the Draws:

4.1 Authorization, Validity and Enforceability. The execution, delivery and performance of this Agreement are within Borrower's powers, have been duly authorized, and are not in conflict with Borrower's charter (if applicable), and this Agreement constitutes a valid and binding obligation of Borrower, enforceable in accordance with its terms.

4.2 Compliance with Applicable Laws. Borrower has complied with its charter (if applicable), all laws, ordinances, and other governmental regulations now or later in force and effect in entering into this Agreement.

4.3 No Conflict. The execution, delivery, and performance by Borrower of the terms of this Agreement are not in conflict with any law, rule, regulation, order or directive, or any indenture, agreement, or undertaking to which Borrower is a party or by which Borrower may be bound or affected.

4.4 No Litigation, Claims or Proceedings. There is no litigation, claim, proceeding or dispute pending, or to the knowledge of Borrower, threatened against or affecting the Collateral or Borrower's ability to enter into this Agreement, except as disclosed in writing to Lender prior to the Effective Date.

4.5 Correctness of Financial Statements. Borrower's Annual Comprehensive Financial Report for Fiscal Year 2024/2025, which has been delivered to Lender, fairly and accurately reflects Borrower's financial condition as of June 30, 2025, and since that date, there has been no material adverse change in Borrower's financial condition.

4.6 DIF Committed Projects list. Borrower represents and warrants to Lender that the DIF Committed Projects, attached to this Agreement as Exhibit "B", is a true, correct and complete listing of the projects for which Borrower has previously committed to expend DIF, and of the DIF amounts committed to those projects as of the Effective Date of this Agreement.

4.7 Reaffirmation of Representations. Each Draw accepted by Borrower shall be deemed a confirmation by Borrower that all representations and warranties contained herein or otherwise made by Borrower to Lender are then accurate in all material respects as though made on the date of such Draw.

4.8 Continuing disclosure. The Borrower shall notify the Lender of potential bankruptcies, changes in general fund balances or revenues greater than 20% from the prior year, operational changes that impact the Borrower's budget by greater than 20% and any new debt issuances.

4.9 Title to Collateral. Except as disclosed to Lender pursuant to this Agreement, Borrower has good and clear title to the Collateral, and the Collateral is not subject to any Liens.

ARTICLE FIVE—AFFIRMATIVE COVENANTS

During the term of this Agreement and until its performance of all obligations to Lender, Borrower promises and will:

5.1 Notice to Lender. Promptly give notice to Lender of:

> 5.1.1 Any litigation or threatened litigation or administrative or regulatory proceeding arising out of or related to this Agreement;
>
> 5.1.2 Any Event of Default; and
>
> 5.1.3 Receipt of Uncommitted DIF, including the sources and amounts of the Uncommitted DIF received.

5.2 Borrower. Grants Lender a first position security interest in the Collateral. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its first position security interest in the Collateral.

5.3 Records. Maintain adequate books, papers, records, accounting records, files, reports, and all other material relating to the Project and the DIF. Borrower shall, upon request, make all such materials available to Lender or its designee at any reasonable time during the term of the Contract and for four (4) years from the Agreement Termination Date for auditing, inspection, and copying.

5.4 Five-Year Measure I Capital Project Needs Analysis Disclosure. Include in its Five-Year Measure I Capital Project Needs Analysis prepared for the Valley Major Street Program – Arterial Sub-Program the amount of this Loan, the use of the Loan funds and the Borrower's plan for repayment of the Loan.

5.5 Intentionally omitted.

5.6 General Credit Provisions. Comply with and perform all of Borrower's payment and other obligations under Article Two - Term Loan, and Article Three - General Credit Provisions.

5.7 Compliance with Laws. Comply with all laws, rules, regulations, orders or directives of any governmental or regulatory authority and with all material agreements to which Borrower is a party, that relate to or impact Borrower's performance under this Agreement.

ARTICLE SIX—NEGATIVE COVENANTS

During the term of this Agreement and until the performance of all obligations to Lender, Borrower will not, without prior written consent of Lender:

6.1 Liens. Create, incur, assume or permit to exist any Lien, or grant any other Person or entity a pledge, in any of the Collateral, except Liens in favor of Lender pursuant to Subarticle 3.3.

6.2 Transfer of Collateral. Borrower covenants not to directly or indirectly assign, transfer, pledge, convey, hypothecate or encumber the Collateral in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement.

6.3 Non-Assignment of Agreement. Borrower shall not assign this Agreement in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SBCTA. SBCTA's exercise of consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment without SBCTA's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement. Subject to the foregoing, the provisions of this Agreement shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE SEVEN—EVENTS OF DEFAULT

7.1 Event of Default. An event of default is any breach or default of any covenant, representation or warranty of this Agreement which can be cured by the payment of money and which either Party does not cure within a fifteen (15) calendar day period commencing on the date when such amount was due and payable ("Monetary Event of Default"); or any other breach or default ("Non-Monetary Event of Default") by either Party of any covenant, representation or warranty of this Agreement which is not a Monetary Event of Default or which is not defined in this section and which the defaulting Party does not cure within a thirty (30) calendar day period, commencing on the date of the occurrence of the breach or default (the "Applicable Cure Period"), or in the event such Event of Default cannot reasonably be cured within such time, which the defaulting Party does not commence to cure within the Applicable Cure Period and thereafter diligently and continuously proceed with such cure to completion and complete the same within a period determined to be reasonable by the non-defaulting Party.

7.2 Remedies. Upon the occurrence of any uncured Event of Default, the following shall apply:

7.2.1 Lender may take any or all of the following actions:

7.2.1.1 cease making further Draws;

7.2.1.2 withhold Valley Major Street Program – Arterial Sub-Program Funds equivalent to the Loan Amount outstanding at the time of Default;

7.2.1.3 terminate this Agreement, upon written notice to Borrower following an uncured Event of Default, subject to Applicable Cure Periods;

7.2.1.4 pursue proceedings at law or equity to recover the Collateral or to otherwise enforce the terms of this Agreement against Borrower;

7.2.1.5 disqualify Borrower from further participation in SBCTA's Development Mitigation Fair Share Loans and Loan Repayment program under VFI Program Measure I Strategic Plan Policy 40005, sub-policy VFI-23;

7.2.1.6 exercise any and all rights and remedies available at law or equity.

7.2.2 Borrower may take any or all of the following actions:

7.2.2.1 terminate this Agreement, without further notice to Lender;

7.2.2.2 pursue proceedings at law or equity to enforce the terms of this Agreement against Lender.

7.2.3 If any legal action is instituted to enforce or declare any Party's rights under this Agreement, each Party, including the prevailing Party, must bear its own costs and attorneys' fees.

ARTICLE EIGHT—GENERAL PROVISIONS

8.1 Notices. Any notice given by any Party to this Agreement shall be in writing and personally delivered, deposited in the United States mail, postage prepaid, or sent by facsimile transmission, and addressed as follows:

To: Borrower
San Bernardino County
Attention: County Director of Public Works
825 East Third Street
San Bernardino, CA 92415
Fax No.:(909) 387-7911

To: Lender
SBCTA
Attention: Executive Director
1170 W. Third Street
San Bernardino, CA 92410
Fax No.: (909) 885-4407

Each Party may change the address to which notices, requests and other communications are to be sent by giving written notice of such change to each other Party.

8.2. No Waiver. Any waiver, permit, consent or approval by a Party of any Event of Default or breach of any provision, representation, warranty or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach or default shall be deemed a waiver of any later breach or default of the same or any other provision of this Agreement. Any failure or delay on the part of a Party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

8.4 Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under this Agreement or applicable law.

8.5 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable, shall be so only as to the extent of such prohibition or unenforceability, but all the remaining provisions of the Agreement shall remain valid and enforceable.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.7 Indemnification. Neither Lender nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by Borrower under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Borrower shall fully defend, indemnify and save harmless Lender, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Borrower under or in connection with any work, authority or jurisdiction delegated to Borrower under this Agreement.

8.8 Intentionally omitted.

8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute but one agreement.

8.10 Further Assurances. At any time and from time to time upon the request of Lender, Borrower will execute and deliver such further documents and do such other acts as Lender may reasonably request in order to effect fully the purposes of the Agreement and provide for the payment of the Loan and preservation of Lender's security interest in the Collateral.

8.11 Headings. The headings and captions of Articles and subarticles of this Agreement are for the convenience of reference only and shall not constitute a part of the text nor alter or otherwise affect the meaning thereof.

8.12 Construction of Agreement. Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

8.13 Exhibits. Exhibit "A" —Collateral and Exhibit "B"—DIF Committed Projects, are attached to and incorporated into this Agreement by this reference.

8.14 Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement and therefore contains the entire agreement between the Parties and supersedes all prior understandings or agreements, written or oral, concerning the subject matter hereof. All previous proposals, offers, and other communications, written or oral, relative to this Agreement, are superseded except to the extent that they have been incorporated into this Agreement.

8.15 Amendments. This Agreement may be amended only in a writing duly authorized and executed by both Borrower and Lender.

8.16 Non-Appropriation. Notwithstanding any provision of this Agreement, Borrower's obligations are subject to the availability of legally appropriated funds. Nothing in this Agreement shall be construed to require Borrower to expend funds in violation of applicable law or beyond those appropriated by its governing body.

8.17 Electronic Signatures. The Parties may sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request.

----------------------------SIGNATURES ON FOLLOWING PAGE---------------------------

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement below.

SAN BERNARDINO COUNTY

By: Dawn Rowe
Dawn M. Rowe
Chair Board of Supervisors

Date: JUN 09 2026

APPROVED AS TO FORM

SEE ATTACHED

Aaron Gest
Deputy County Counsel

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.
LYNNA MONELL
Clerk of the Board of Supervisors
of San Bernardino County
By ________ Deputy

BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY, CA

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: 05/14/2026
Rick Denison
President, Board of Directors

Date: 05/14/2026

APPROVED AS TO FORM

Julianna K. Tillquist 5/13/26
Julianna K. Tillquist,
General Counsel

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement below.

SAN BERNARDINO COUNTY

By: ______________________________
Dawn M. Rowe
Chair Board of Supervisors

Date: ________________

APPROVED AS TO FORM

Aaron Gest
____
Aaron Gest
Deputy County Counsel

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: ______________________________
Rick Denison
President, Board of Directors

Date: 05 / 14 / 2026

APPROVED AS TO FORM

Julianna K. Tillquist 5/13/26
Julianna K. Tillquist,
General Counsel

EXHIBIT "A"—COLLATERAL
COLLATERAL FOR TERM LOAN AGREEMENT NO. 26-1003454

1. Any and all of the San Bernardino County Uncommitted DIF received by or to be received by San Bernardino County in the unincorporated City of Rialto Subarea, including the proceeds from and interest on such fees and accounts into which such fees are deposited. Uncommitted DIF are the revenues generated by the San Bernardino County locally-adopted development financing mechanism to mitigate development's impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources, but do not include such revenues generated to pay the development share for the projects identified in Exhibit "B".

2. Any and all of San Bernardino County Measure I Valley Major Street Program – Arterial Sub-Program Funds up to the amount of Three Million, Two Hundred Sixty-One Thousand, One Hundred Forty-Two Dollars ($3,261,142). Valley Major Street Program – Arterial Sub-Program Funds means the SBCTA administered Measure I program that provides funds through a reimbursement mechanism directly to San Bernardino County for expenditure on Nexus Study Arterial projects.

EXHIBIT "B"—DIF COMMITTED PROJECTS & DIF AMOUNTS COMMITTED

Click here to enter text.

DIF COMMITTED PROJECT	DIF COMMITTED AMOUNT	STATUS (Phase)
I-10 Riverside Avenue Interchange	$154,836	PS&E
Alder Avenue	$1,122,831	Planning
El Rivino Road	$803,078	Planning
Jurupa Avenue	$2,998,361	Planning
Locust Avenue	$2,766,887	Planning
Randall Avenue	$311,967	Planning
San Bernardino Avenue	$1,153,550	Planning
Santa Ana Avenue	$2,468,053	Planning
Slover Avenue	$2,720,736	Planning
Jurupa Avenue	$224,998	Planning
Randall Avenue	$112,499	Planning
Santa Ana Avenue	$449,996	Planning