

CITY OF ALAMEDA
PROMISSORY NOTE

(City of Alameda Equipment Replacement Fund
to City of Alameda General Fund)

Revised as of October 1, 2018

Original principal balance \$809,000
Revised principal balance \$408,626

FOR VALUE RECEIVED, the undersigned, City of Alameda Fire Station 3 Capital Improvement Fund (the "Borrower") hereby promised to pay to the order of the City of Alameda Equipment Replacement Fund, (the "Holder"), the principal amount equal to Eight Hundred Nine Thousand Dollars (\$809,000), plus interest thereon pursuant to Section 2 below.

As of October 1, 2018, a partial repayment of the loan from the proceeds of sale of former Fire Station #3 occurred reducing the loan balance to \$408,626. The City of Alameda Fire Station 3 Capital Improvement Fund (the original "Borrower"), is now closed due to completion of the Emergency Operations Center and the Fire Station #3 construction. As a result, the balance of the said loan is thereby transferred to the City of Alameda General Fund (the revised "Borrower").

1. Revised Borrower's Obligation. This promissory note (the "Note") evidences the revised Borrower's obligation to pay the Holder the principal amount of to Four Hundred Eight Thousand Six Hundred Twenty Six Dollars (\$408,626). The proceeds of the loan provided by the Holder were used by the original Borrower to construct a new Fire Station 3. Available Funds from the City's General Fund, the revised Borrower, were and are pledged as security for the repayment of this loan.

2. Interest. The principal balance of this Note shall bear simple interest at a simple annual rate of 3% in a fiscal year.

3. Term and Repayment Requirements. The term of this Note (the "Term"), shall commence on October 1, 2018 and shall expire on June 30, 2027. Commencing on June 1, 2019 and on each June 1 thereafter throughout the Term, the revised Borrower shall make an annual payment to the Holder in the amount Fifty Four Thousand Three Hundred Seventy Eight dollars (\$54,378), including the accrued interest due under this Note. Upon the expiration of the Term, all remaining amounts, if any, due under this Note shall be immediately due and payable. Notwithstanding the foregoing, the revised Borrower shall have the right to prepay all, or a portion of the principal and interest due under this Note without any charge or penalty being made therefor.

4. Terms of Payment. All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

5. Miscellaneous Provisions. 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.

(a) This Note shall be governed by and construed in accordance with the laws of the State of California.

(b) If any provision of this note is deemed unenforceable, the validity, legality and enforcement of the remaining provisions in this note is not in any way affected or impaired hereby.

IN WITNESS WHEREOF, the undersigned has executed this Promissory Note as of the

REVISED BORROWER:

By: _____

City Manager
City of Alameda
General Fund

HOLDER:

By: _____

City Manager
City of Alameda
Equipment Replacement Fund

Interfund Loan (Advance) Amortization Schedule
Equipment Replacement Fund (#701)
Fire Station #3 Construction

20 pymts

\$54,378

3%

<u>Payment Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Principal & Interest</u>	<u>O/S Principal</u>
6/1/2015				\$809,000
6/1/2016	\$24,270	\$30,108	\$54,378	778,892
6/1/2017	23,367	31,011	54,378	747,882
6/1/2018	22,436	31,941	54,378	715,941
10/1/2018	-	307,315	307,315	408,626
6/1/2019	14,564	39,814	54,378	368,812
6/1/2020	11,064	43,313	54,378	325,499
6/1/2021	9,765	44,613	54,378	280,887
6/1/2022	8,427	45,951	54,378	234,936
6/1/2023	7,048	47,329	54,378	187,606
6/1/2024	5,628	48,749	54,378	138,857
6/1/2025	4,166	50,212	54,378	88,645
6/1/2026	2,659	51,718	54,378	36,927
6/1/2027	1,108	36,927	38,035	-
6/1/2028	-	-		
6/1/2029	-	-		
6/1/2030	-	-		
6/1/2031	-	-		
6/1/2032	-	-		
6/1/2033	-	-		
6/1/2034	-	-		
6/1/2035	-	-		
	134,502	809,000	943,502	