

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this “**Agreement**”), dated as of September 17, 2025 (the “**Effective Date**”), is by and between **SANTA CLARA VALLEY WATER DISTRICT PUBLIC FACILITIES FINANCING CORPORATION**, a nonprofit public benefit corporation duly organized and existing under the Nonprofit Public Benefit Corporation Law of the State of California (the “**State**”), with an address at 5750 Almaden Expressway, San Jose, CA 95118 (the “**Borrower**”), **SANTA CLARA VALLEY WATER DISTRICT**, a special district created by the State Legislature duly organized and existing under the laws of the State, with an address at 5750 Almaden Expressway, San Jose, CA 95118 (the “**District**”), and the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency (the “**Administrator**”), with an address at 1200 Pennsylvania Avenue NW, Washington, DC 20460 (the “**WIFIA Lender**”).

RECITALS:

WHEREAS, pursuant to the Water Infrastructure Finance and Innovation Act (“**WIFIA**”), § 5021 *et seq.* of Public Law 113-121 (as amended, and as may be further amended from time to time, the “**Act**”), which is codified as 33 U.S.C. §§ 3901-3915, the WIFIA Lender is authorized to enter into agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance;

WHEREAS, the Borrower, the District and the WIFIA Lender entered into that certain (a) WIFIA Master Agreement, dated as of October 30, 2023 (the “**WIFIA Master Agreement**”), for the SCVWD Master Program for the Pacheco Reservoir Expansion (the “**Master Program**”) and (b) WIFIA Loan Agreement (WIFIA ID – 20114CA), dated as of October 30, 2023 (the “**WIFIA Loan Agreement**”), for Project 1 under the Master Program, for the provision of a WIFIA Loan (as defined in the WIFIA Loan Agreement) in a principal amount not to exceed ninety-one million five hundred eighty-one thousand one hundred sixteen Dollars (\$91,581,116) (excluding interest that is capitalized in accordance with the terms thereof) to be used to pay a portion of the Eligible Project Costs (as defined in the WIFIA Master Agreement) related to the Project (as defined in the WIFIA Loan Agreement);

WHEREAS, Section 29 of the WIFIA Master Agreement provides that no termination of any WIFIA Loan Document shall be effective without the prior written consent of each of the parties thereto;

WHEREAS, pursuant to a letter dated August 29, 2025, the Borrower has requested to terminate the WIFIA Loan Agreement due to suspension of the Project and the Master Program for the reasons described therein;

WHEREAS, the parties hereto have agreed to terminate the WIFIA Master Agreement and the WIFIA Loan Agreement as set forth below; and

WHEREAS, the WIFIA Lender has entered into this Agreement in reliance upon, among other things, the information and representations of the Borrower set forth in this Agreement and the supporting information provided by the Borrower.

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

Section 1. Definitions.

Except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings specified in the WIFIA Loan Agreement.

Section 2. Termination.

As of the Effective Date, pursuant to Section 29 (*Amendments and Waivers*) of the WIFIA Master Agreement and Section 25 (*Miscellaneous*) of the WIFIA Loan Agreement, each of the parties hereto hereby agree to terminate each of the WIFIA Master Agreement, the WIFIA Loan Agreement, and the related Project Term Sheet and WIFIA IPA, in each case by its execution hereto and upon reimbursement of any outstanding fees and expenses of the WIFIA Lender relating to the WIFIA Loan Documents, and all rights and obligations thereunder are terminated and the WIFIA Note is cancelled; provided, however, that any indemnity obligations, provisions regarding limitations of actions, and any other terms and obligations contained in the WIFIA Loan Agreement or any WIFIA Loan Document which, by their terms, are intended to survive the termination of the WIFIA Loan Agreement, shall survive the termination of the WIFIA Loan Agreement. The WIFIA Lender acknowledges and agrees that all of the Borrower's and the District's respective obligations under the WIFIA Loan Documents with respect to principal, interest, and fees on the WIFIA Loan have been terminated and satisfied in full.

Section 3. Representations and Warranties.

The Borrower hereby represents and warrants that (a) the execution and delivery of this Agreement have been duly authorized; (b) this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms; (c) the execution, delivery and performance of this Agreement do not conflict with any provision of its governing documents or applicable law; (d) the information it has provided to the WIFIA Lender in connection with this Agreement is true and correct in all material respects and does not omit any information related to the matters contemplated in this Agreement, the omission of which makes such information materially misleading in any respect; and (e) as of the date hereof, there is no Default or Event of Default, or any event that, with the giving of notice and/or the passage of time, would constitute a Default or Event of Default, that has occurred and is continuing.

Section 4. Miscellaneous.

(a) Each of the parties hereto agree that this Agreement shall be a WIFIA Loan Document.

(b) The provisions of Sections 22 (*Disclaimer of Warranty*) through (and including) Section 37 (*Indemnification*) of the WIFIA Master Agreement are incorporated herein and shall apply herein, *mutatis mutandis*, as if set out in this Agreement in full (and as if each reference therein to “this Agreement” were, or included (as applicable), a reference to this Agreement.

(c) This Agreement, the WIFIA Master Agreement, the WIFIA Loan Agreement and the other WIFIA Loan Documents, taken together, constitute the entire agreement amongst the parties hereto with respect to the subject matter hereof, and supersedes all previous agreements and understandings, whether oral or written, relating to the subject matter hereof. It is expressly understood and agreed that this Agreement may not be altered, amended or modified except in writing duly executed by an authorized representative of each of the parties hereto.

[Signature pages follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**SANTA CLARA VALLEY WATER
DISTRICT PUBLIC FACILITIES
FINANCING CORPORATION**, by its
authorized representative

By: _____
Name: Darin Taylor
Title: Chief Financial Officer

**SANTA CLARA VALLEY WATER
DISTRICT**, by its authorized representative

By: _____
Name: Darin Taylor
Title: Chief Financial Officer

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY**, acting by and
through the Administrator of the Environmental
Protection Agency

By: _____
Name: Jorianne Jernberg
Title: Director, WIFIA Program

*[Signature Page to Termination Agreement to WIFIA Loan Agreement for Santa Clara Valley Water District -
Pacheco Reservoir Expansion and Project 1 (WIFIA ID – 20114CA)]*