REVOLVING CREDIT AGREEMENT

by and between

CITY OF SANTA CLARA, CALIFORNIA

and

TD PUBLIC FINANCE, LLC

Dated as of June 1, 2026

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EXHIBITS:

REVOLVING CREDIT AGREEMENT

This REVOLVING CREDIT AGREEMENT (*"Agreement"*) is dated as of June 1, 2026, and entered into by and between the CITY OF SANTA CLARA, CALIFORNIA, a municipal corporation and chartered city duly organized and existing under the Constitution and laws of the State of California (the *"City"*), and TD PUBLIC FINANCE, LLC, together with its successors and assigns (the *"Lender"*).

W I T N E S S E T H:

WHEREAS, the City provides electric service within the City through the Electric Utility (as defined herein) and offers such service through the trademarked name of "Silicon Valley Power"; and

WHEREAS, the City owns and operates the Electric Utility, which includes generation, transmission and distribution facilities; and

WHEREAS, the City makes expenditures from time to time to pay the costs of acquisition and construction of extensions, additions and improvements to the Electric Utility system; and

WHEREAS, Section 1321(e) of the City's Charter authorizes the City to issue revenue bonds for the purpose of financing the generation, production, transmission and distribution of electric energy, including the acquisition and/or construction of land and facilities therefor, and provides that the City may avail itself of the procedures authorized by the general laws of the State for the issuance of such revenue bonds or the City Council of the City (the *"City Council"*) may, by ordinance or resolution effective upon adoption, set up and establish a procedure for the issuance of such revenue bonds and all matters pertaining to the issuance and sale of such bonds; and

WHEREAS, on May 8, 1984 the City Council adopted its Resolution No. 4796, entitled "A Resolution of the City Council of the City of Santa Clara Establishing Procedures for the Authorization, Issuance and Sale of Electric Utility Revenue Bonds," as amended by Resolution No. 4804, adopted by the City Council on May 29, 1984, and as amended by Resolution No. 7313, adopted by the City Council on April 25, 2006; and, on April 30, 1985 the City Council adopted its Resolution No. 4934, entitled "A Resolution of the City Council of the City of Santa Clara Establishing Procedures for the Authorization, Issuance and Sale of Refunding Electric Utility Revenue Bonds," as amended by Resolution No. 4966, adopted by the City Council on July 9, 1985, as supplemented by Resolution No. 4967 adopted by the City Council on July 9, 1985, and as amended by Resolution No. 7314 adopted by the City Council on April 25, 2006 (collectively, the *"Procedural Resolution"*); and

WHEREAS, pursuant to the City Charter, the Procedural Resolution, and the Amended and Restated Electric Revenue Bond Indenture, dated as of March 1, 2011 (as amended, modified, supplemented or restated to date, the *"Master Indenture"*) by and between the City and the Trustee, as further amended and supplemented by the Fifth Supplemental Electric Revenue Bond Indenture, dated as of June 1, 2026 (the "*Supplemental Indenture*" and, together with the Master Indenture as the same may be amended, modified, supplemented or restated from time to time, the

"*Indenture*"), by and between the City and the Trustee, the City has heretofore issued its Electric Revenue Bonds (as defined herein); and

WHEREAS, the City Council has determined that it is in the best interests of the City to enter into a credit facility with a bank for the purpose of borrowing moneys, to be applied, together with other available funds to be made available upon the delivery thereof, solely for the purposes of making capital expenditures relating to the Electric Utility; and for the indebtedness created under such credit facility to be evidenced by an electric revenue bond known as the "City of Santa Clara, California Electric Revenue Bond, Series 2026" (the *"2026 Bond"* as further defined herein) to be issued by the City and delivered to the Lender as authorized by Resolution No. 26-______ adopted by the City Council on ________, 2026 (the *"Authorizing Resolution"* and pursuant to the City Charter, the Procedural Resolution, the Indenture and such credit facility; and

WHEREAS, the Lender is willing to provide a credit facility for such purposes on the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to the Authorizing Resolution, the City Council has authorized the City to enter into this Agreement in order to establish and declare the terms and conditions upon which such indebtedness shall be incurred and, in accordance with the Authorizing Resolution and the Indenture, such 2026 Bond shall be issued and secured and to provide for the repayment thereof; and

WHEREAS, pursuant to the Authorizing Resolution, the City Council has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and the entering into of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized to execute and enter into this Agreement;

NOW, THEREFORE, in consideration of the respective agreements contained herein and to induce the Lender to make loans and extensions of credit, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the City and the Lender hereby agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION.

Section 1.1. Terms Defined. As used in this Agreement, the following terms have the following respective meanings:

"Adjusted Net Revenues" has the meaning set forth in the Indenture on the Closing Date. For the sake of clarity, the definition set forth in the Indenture is, as of the Closing Date, as follows:

> *"Adjusted Net Revenues"* for any period means the sum of (a) the Revenues for such period plus (b) for purposes of determining compliance with Section 5.10 only, (i) the amounts approved by City Council to be withdrawn from the Rate Stabilization Fund for inclusion in Adjusted Net Revenues for such period in

accordance with Section 4.06, and (ii) the amount of Available Reserves budgeted by the City for the payment of Operating Expenses and/or Debt Service for such period (which amounts, in either case, shall be deposited in the Net Revenue Fund in accordance with Section 4.01(B) hereof to the extent such amounts are to be included in Adjusted Net Revenues for the purpose of determining compliance with Section 5.10), and (c) any interest paid and other income derived from the investment of funds as herein provided, less the sum of (d) all Operating Expenses for such period, (e) moneys received with respect to the sale of assets financed with the proceeds of Bonds or Parity Debt, which amounts shall be applied in accordance with Section 5.06, (f) moneys received with respect to any Special Facility, and (g) any charges collected by any person to amortize or otherwise relating to the payment of the uneconomic portion of costs associated with assets and obligations (*"stranded costs"*) of the Electric Utility or of any joint powers agency in which the City participates which the City has dedicated to the payment of obligations other than the Bonds or Parity Debt, the payments of which obligations will be applied to or pledged to or otherwise set aside for the reduction or retirement of outstanding obligations of the City or any joint powers agency in which the City participates relating to such "stranded costs" of the City or of any such joint powers agency to the extent such "stranded costs" are attributable to, or the responsibility of, the City.

In the event of a conflict between the definition of the term *"Adjusted Net Revenues"* set forth above and the definition of the same term set forth in the Indenture, the definition set forth in the Indenture on the Closing Date shall control. Capitalized terms used in the definition of the term *"Adjusted Net Revenues"* set forth above but not otherwise defined herein shall have their respective meanings set forth in the Indenture on the Closing Date.

"Advance(s)" means any monies advanced or credit extended to the City by the Lender under Section 2.1 hereof.

"Advance Request" has the meaning as set forth in Section 2.2(b)(ii) hereof.

"Affiliate" means, with respect to any Person, (a) any Person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such Person, or (b) any Person who is a director or officer (i) of such Person, (ii) of any Subsidiary of such Person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such Person, or (y) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

"Anti-Terrorism Laws" means any statute, treaty, law (including common law), ordinance, regulation, rule, order, opinion, release, injunction, writ, decree or award of any Governmental Authority relating to terrorism or money laundering, including Executive Order No. 13224 and the USA Patriot Act.

"Applicable Factor" means 79%.

"Applicable Spread" has the meaning set forth in the Fee Agreement.

"Audited Financial Statements" means the audited consolidated balance sheet of the Electric Utility for the Fiscal Year ended June 30, 2025, and the related consolidated statements of income or operations, and cash flows for such Fiscal Year of the Electric Utility, including the notes thereto.

"Authorized City Representative" means the City Manager, the Director of Finance or the Director of Silicon Valley Power of the City or any designee of any of the foregoing duly authorized to perform the act in question and shall also include any other person designated by an Authorized City Representative and who has been identified in an Authorized City Representative Certificate delivered to the Lender prior to or during the term of this Agreement, and whose signature has likewise been certified to the Lender.

"Authorized City Representative Certificate" means the certificate substantially in the form of Exhibit A hereto.

"Authorizing Resolution" has the meaning set forth in the recitals hereof.

"Availability Period" means the period from and including the Closing Date to the Termination Date.

"Available Commitment" means, at any time, an amount equal to the Commitment less the aggregate outstanding principal amount of all Advances made by the Lender hereunder that have not been repaid as of such time.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is removed from the definition of "Interest Period" pursuant to Section 2.13(d) hereof.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy," as now or hereinafter in effect, or any successor statute.

"Base Rate" means a variable base index rate equal to the *greater of*: (a) the greater of zero (0%) percent and then current rate of interest published by *The Wall Street Journal* from time to time as the U.S. *"Prime Rate"* and (b) the greater of zero (0%) percent and the then-current weighted average of the rate of overnight Federal funds transactions with members of the Federal Reserve System as published by the Federal Reserve Bank of New York (*"Federal Funds Effective Rate"*) *plus* one half of one (0.5%) percent. Any change in the Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate, as applicable, shall be effective from and including the effective date of such change in the Prime Rate or the Federal Funds Effective Rate,

respectively. The Base Rate is not necessarily the lowest or best rate of interest offered by the Lender to any borrower or class of borrowers.

"Base Rate Loans" means that portions of the Loans accruing interest based on a rate determined by reference to the Base Rate.

"Benchmark" means, initially, the Term SOFR Reference Rate; *provided* that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.13(a) hereof.

"Benchmark Replacement" means, with respect to any Benchmark Transition Event the sum of: (i) the greater of (x) the alternate benchmark rate that has been selected by the Lender giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for U.S. dollar-denominated commercial credit facilities and (y) the Floor and (ii) the related Benchmark Replacement Adjustment.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by Lender giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated commercial credit facilities.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of Section 2.12 hereof and other technical, administrative or operational matters) that Lender decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Related Documents).

"Benchmark Replacement Date" means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; *provided*, that such non-representativeness or non-compliance will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component)

has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, the "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means, with respect to any Benchmark, the period (if any) (i) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Related Document in accordance with Section 2.13 hereof and (ii) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Related Document in accordance with Section 2.13 hereof.

"*Blocked Person*" has the meaning set forth in Section 5.27 hereof.

"Bond Counsel" means a nationally recognized bond counsel firm selected by the City.

"Bond Law" has the meaning set forth in the Indenture.

"Business Day" means a day other than Saturday or Sunday when the Lender is open for business in New York, New York; *provided* that, when used in connection with the SOFR Loans, or any other calculation or determination involving SOFR, the term "Business Day" means a U.S. Government Securities Business Day.

"Capital Lease" means any lease of Property which in accordance with GAAP is required to be capitalized on the balance sheet of the lessee, including, without limitation, finance leases.

"Capitalized Lease Obligation" means the amount of the liability shown on the balance sheet of any Person in respect of a Capital Lease as determined in accordance with GAAP.

"Capital Expenditures" means, for any period, the aggregate of all expenditures (including that portion of Capitalized Lease Obligations attributable to that period) made in respect of the purchase, construction or other acquisition of fixed or capital assets, determined in accordance with GAAP.

"Capital Stock" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all other ownership interests in a Person (other than a corporation) and any and all warrants or options to purchase any of the foregoing.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III or any successor Basel accord, shall in each case be deemed to be a *"Change in Law,"* regardless of the date enacted, adopted or issued.

"City" has the meaning set forth in the introductory paragraph hereof.

"City Council" has the meaning set forth in the recitals hereof.

"Closing" has the meaning set forth in Section 4.5 hereof.

"Closing Date" means June 1, 2026, subject to the satisfaction or waiver by the Lender of the conditions precedent set forth in Article IV hereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commitment" means, initially, Three Hundred Fifty Million U.S. Dollars ($350,000,000), as such amount may be reduced from time to time pursuant to Sections 2.18, 2.19 and 7.2 hereof.

"Compliance Certificate" means a certificate substantially in form of Exhibit B hereto.

"Computation Date" means the day that is two (2) U.S. Government Securities Business Days prior to each Rate Determination Date; *provided, however,* if no SOFR Loan is outstanding hereunder on the date any SOFR Loan is made hereunder, the Computation Date shall mean the second U.S. Government Securities Business Day prior to the immediately preceding Rate

Determination Date, and the related Term SOFR Rate established as of such date shall be in effect until the next Rate Determination Date.

"Debt Service" has the meaning set forth in the Indenture on the Closing Date. For the sake of clarity, the definition set forth in the Indenture is, as of the Closing Date, as follows:

> *"Debt Service"* means the amount of principal and interest becoming due and payable on all Bonds and Parity Debt; provided, however, that for the purposes of computing Debt Service:
>
> > (a) Excluded Principal Payments shall be excluded from such calculation and Assumed Debt Service shall be included in such calculation;
> >
> > (b) if the Bonds or Parity Debt are Variable Rate Indebtedness. the interest rate thereon for periods when the actual interest rate cannot yet be determined shall be assumed to be equal to the rate that is ninety percent (90%) of the average RBI during the twelve (12) calendar month period immediately preceding the date in which the calculation is made (the *"assumed RBI-based rate"*);
> >
> > (c) principal and interest payments on Bonds and Parity Debt shall be excluded to the extent such payments are to be paid from amounts on deposit with the Trustee or another fiduciary in escrow specifically therefor and to the extent that such interest payments are to be paid from the proceeds of Bonds or Parity Debt held by the Trustee or another fiduciary as capitalized interest;
> >
> > (d) in determining the principal amount, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such debt, including any Mandatory Sinking Account Payments or any scheduled redemption or payment of Bonds or Parity Debt constituting Capital Appreciation Indebtedness or Convertible Capital Appreciation Indebtedness at or prior to the expiration of the Accretion Period on the basis of Accreted Value, and for such purpose, the redemption period or payment of Accreted Value shall be deemed a principal payment and interest that is compounded and paid as Accreted Value shall be deemed due on the scheduled redemption or payment date of such Capital Appreciation Indebtedness or Convertible Capital Appreciation Indebtedness at or prior to the expiration of the Accretion Period;

(e) if any interest rate swap agreement is in effect with respect to, and is payable on a parity with, the Bonds or Parity Debt to which it relates, no amounts payable under such interest rate swap agreement shall be included in the calculation of Debt Service unless the sum of (i) interest payable on such Bonds or Parity Debt, plus (ii) amounts payable by the City under such interest rate swap agreement, less (iii) amounts receivable by the City under such interest rate swap agreement are greater than the interest payable on the Bonds or Parity Debt to which it relates, then, in such instance, the amount of such payments to be made that exceed the interest to be paid on the Bonds or Parity Debt shall be included in such calculation. For such purposes, the variable amount under any such interest rate swap agreement shall be assumed to be equal to the assumed RBI-based rate; and

(f) if any Bonds or Parity Debt include an option or an obligation to tender all or a portion of such Bonds or Parity Debt to the City, the Trustee or another fiduciary or agent and require that such Bonds or Parity Debt or portion thereof be purchased if properly presented, then for purposes of determining the amounts of principal and interest due, the options or obligations to tender shall be treated as a principal maturity occurring on the first date on which holders or owners thereof may or are required to tender, except that any such option or obligation to tender shall be ignored and not treated as a principal maturity, if (1) such Bonds or Parity Debt are rated in one of the two highest long-term Rating Categories by Moody's and/or Fitch and by Standard & Poor's or such Bonds or Parity Debt are rated in the highest short-term, note or commercial paper Rating Categories by Moody's and/or Fitch and by Standard & Poor's and (2) funds for the purchase price are to be provided by a letter of credit or standby bond purchase agreement and the obligation of the City with respect to the provider of such letter of credit or standby bond purchase agreement, other than its obligations on such Bonds or Parity Debt, shall be subordinated to the obligation of the City on the Bonds and Parity Debt.

In the event of a conflict between the definition of the term *"Debt Service"* set forth above and the definition of the same term set forth in the Indenture, the definition set forth in the Indenture on the Closing Date shall control. Capitalized terms used in the definition of the term *"Debt Service"* set forth above but not otherwise defined herein shall have their respective meanings set forth in the Indenture on the Closing Date.

"Default" means any event, act, condition or occurrence which with notice, or lapse of time or both, would constitute an Event of Default hereunder.

"Default Rate" means, for any day, a fluctuating rate of interest per annum equal to the sum of the interest rate applicable to the Loans on such day from time to time in effect *plus* three percent (3.00%); *provided*, that if no Loans are outstanding, the Default Rate applicable to Obligations means, for any day, a fluctuating rate of interest per annum equal to the sum of the Base Rate from time to time in effect *plus* three percent (3.00%).

"Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;

(ii) on the date when the Lender notifies the City that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the City of such notification from the Lender, the City shall deliver to the Lender a ruling or determination letter issued to or on behalf of the City by the Commissioner of the IRS or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the IRS (or any other government official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the City shall be advised in writing by the Commissioner of the IRS or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the IRS (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the City, or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the City shall receive notice from the Lender that the IRS (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of Lender the interest on the Loans or the 2026 Bond due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the City has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however,* that upon demand from the Lender, the City shall promptly reimburse Lender for any payments, including any taxes, interest, penalties or other charges, the Lender shall be obligated to make as a result of the Determination of Taxability.

"Dollar, Dollars and U.S. Dollars and the Symbol $" means lawful money of the United States of America.

"Electric Revenue Bonds" means the City of Santa Clara Electric Revenue Bonds, authorized by, and at any time Outstanding pursuant to the Indenture.

"*Electric Utility Enterprise Fund*" means the City of Santa Clara Electric Utility Enterprise Fund (Silicon Valley Power) of the City.

"*Electric Utility*" or *"Enterprise"* has the meaning set forth in the Indenture on the Closing Date. For the sake of clarity, the definition set forth in the Indenture is, as of the Closing Date, as follows:

> *"Enterprise"* or *"Electric Utility"* means the whole and each and every part of the existing electric energy system of the City, including facilities of others to which City has special right to some of the output from or the use of such facilities, comprising all facilities for the generation, production, transmission and distribution of electric energy and otherwise conducting the business of the electric energy system of the City, together with all additions, betterments, extensions and improvements to such system, or any part thereof, hereafter acquired or constructed or financed; *provided*, *however*, that the term does not include any Special Facility which has not been designated by the City to be included as part of the Enterprise or Electric Utility hereunder.

In the event of a conflict between the definition of the terms "*Electric Utility*" or *"Enterprise"* set forth above and the definition of the same terms set forth in the Indenture, the definition set forth in the Indenture on the Closing Date shall control. Capitalized terms used in the definition of the terms "*Electric Utility*" or *"Enterprise"* set forth above but not otherwise defined herein shall have their respective meanings set forth in the Indenture on the Closing Date.

"EMMA" means Electronic Municipal Market Access as provided by the Municipal Securities Rulemaking Board.

"Enterprise Property" means Property owned or controlled by the City and used by the Enterprise.

"Environmental Laws" means any and all Federal, foreign, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees and any and all common law requirements, rules and bases of liability regulating, relating to or imposing liability or standards of conduct concerning pollution, protection of the environment, or the impact of pollutants, contaminants or toxic or hazardous substances on human health or the environment, as now or may at any time hereafter be in effect from time to time.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of City directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the

generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as the same may be in effect, from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the City within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"Event of Default" with respect to this Agreement has the meaning set forth in Section 7.1 hereof and, with respect to any Related Document, has the meaning assigned therein.

"Event of Taxability" means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with the Loans or the 2026 Bond) which has the effect of causing interest paid or payable on the Loans or the 2026 Bond to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the IRS or the Department of the Treasury (or any other government agency exercising the same or a substantially similar function from time to time), which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Loans or the 2026 Bond to become includable, in whole or in part, in the gross income of the Lender for federal income tax purposes with respect to the Loans or the 2026 Bond.

"Excluded Taxes" means, with respect to the Lender, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which the Lender is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Lender is located.

"Excluded Principal Payments" has the meaning set forth in the Indenture on the Closing Date. For the sake of clarity, the definition set forth in the Indenture is, as of the Closing Date, as follows:

> *"Excluded Principal Payments"* shall mean each payment of principal (or the principal component of lease or installment purchase payments) of Bonds or Parity Debt which the City determines on a date not later than the date of issuance thereof that the City intends to pay with moneys which are not Revenues or

Adjusted Net Revenues but from the proceeds of future debt obligations of the City and the Trustee may rely conclusively on such determination of the City.

In the event of a conflict between the definition of the term *"Excluded Principal Payments"* set forth above and the definition of the same term set forth in the Indenture, the definition set forth in the Indenture on the Closing Date shall control. Capitalized terms used in the definition of the term *"Excluded Principal Payments"* set forth above but not otherwise defined herein shall have their respective meanings set forth in the Indenture on the Closing Date.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same may be in effect from time to time.

"Expenses" has the meaning set forth in Section 8.6 hereof.

"FCPA" has the meaning as set forth in Section 5.24(b) hereof.

"Fee Agreement" means the Fee Agreement dated June 1, 2026, between the City and the Lender, as the same may be amended, supplemented, modified or restated from time to time in accordance with its terms.

"Fiscal Year" means any twelve (12) consecutive calendar days commencing with the first day of July and ending on the last day of the following June or such other twelve-month period as the City Council may designate.

"Fitch" means Fitch Ratings, Inc., and any successor rating agency.

"Floor" means a rate of interest equal to zero (0) percent (0.0%).

"FRB" means the Board of Governors of the Federal Reserve System of the United States, together with any successors thereof.

"GAAP" means generally accepted accounting principles in the United States applicable to governmental entities as in effect from time to time, applied by the City on a basis consistent with the City's most recent financial statements furnished to the Bank pursuant to Section 6.1(a) hereof.

"Governmental Approval" means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, a registration or filing with, or a report to, any Governmental Authority.

"Governmental Authority" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, agency, body, authority, bureau or entity (including the Federal Reserve Board, any central bank or any comparable authority), or any arbitrator with authority to bind a party at law (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Indebtedness of any other Person of the type described in clauses (a), (b), (c), (d), (e) or (f) of the defined term "Indebtedness."

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Instrument" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a *"Master Agreement"*), including any such obligations or liabilities under any Master Agreement.

"Indebtedness" of any person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements, bank agreements or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (d) all obligations of such Person as lessee under Capital Leases, (e) all Indebtedness of others secured by a lien on any asset of such Person, whether or not such Indebtedness are assumed by such Person, (f) all Guarantees by such Person of Indebtedness of other Persons, other than Guarantees pursuant to financial guaranty insurance policies or similar instruments, (g) all Hedging Instruments and (h) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments.

"Indenture" has the meaning set forth in the recitals hereof.

"Indenture Event of Default" means an "Event of Default" as defined in the Indenture.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Interest Payment Date" means (a) as to any Base Rate Loan, the first Business Day of each calendar month and the Termination Date, and (b) as to any SOFR Loan, the first Business Day of each calendar month and the Termination Date.

"Interest Period" means a period from one Rate Determination Date through, but not including, the next Rate Determination Date; *provided, that* (i) (A) if no SOFR Loans are outstanding hereunder on the date a new Loan is advanced hereunder, the Interest Period for such new Loan shall mean the period from the date on which such Loan is advanced through, but not including, the next Rate Determination Date and (B) if any SOFR Loan is outstanding hereunder on the date a new Loan is advanced hereunder, the Interest Period for such new Loan shall be the Interest Period then in effect for the outstanding SOFR Loan(s) and (ii) no Interest Period shall extend beyond the Stated Maturity Date.

"Investment Policy" means the investment policy of the City delivered to the Lender, pursuant to Section 4.1(a)(v) hereof.

"IRS" means the Internal Revenue Service.

"Laws" means, collectively, all international, foreign, federal, state and local laws, statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Lender" has the meaning set forth in the introductory paragraph hereof.

"Lender Affiliate" means, with respect to the Lender, any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with the Lender. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (x) to vote 25% or more of any class of Capital Stock having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for any such Person, or (y) to direct or cause the direction of the management and policies of such Person whether by ownership of Capital Stock, contract or otherwise.

"Lien" means any mortgage, lien, security interest, pledge, claim, charge or encumbrance of any kind in respect of any Property, including the interests of a vendor or lessor under any conditional sale, Capital Lease or other title retention arrangement.

"Loan" means each Advance made by the Lender in accordance with the applicable Advance Request. The term *"Loan"* means, individually, a Base Rate Loan or a SOFR Loan and *"Loans"* means Base Rate Loans or SOFR Loans, or a combination thereof, as applicable.

"Margin Rate Factor" means the product of (a) one (1.0) minus the Maximum Federal Corporate Tax Rate in effect as of such day *multiplied by* (b) the quotient of (A) one (1.0) divided by (B) (x) one (1.0) *minus* (y) the Maximum Federal Corporate Tax Rate on the Closing Date, rounded upward to the second decimal place. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum

Federal Corporate Tax Rate resulting in such change. On the Closing Date the Margin Rate Factor is equal to 1.00.

"Margin Stock" has the meaning ascribed to such term in Regulation U promulgated by the FRB, as now and hereafter from time to time in effect.

"Master Indenture" has the meaning as set forth in the recitals hereof.

"Material Adverse Effect" means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the City; (b) a material impairment of the ability of the City to perform its obligations under any Related Document to which it is a party; (c) a material adverse change in, or material adverse effect upon, the legality, validity, binding effect or enforceability against the City of any Related Document to which it is a party; or (d) a material adverse change in, or a material adverse effect upon, or the rights, security, interests or remedies of Lender hereunder or under any other Related Document.

"Maximum Federal Corporate Tax Rate" means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which could apply to the Lender).

"Maximum Interest Rate" means the maximum, non-usurious rate of interest on the relevant obligation permitted by applicable law.

"Moody's" means Moody's Investors Service, Inc. and any successor rating agency.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which City or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five (5) plan years, has made or been obligated to make contributions.

"Multiple Employer Plan" means a Plan which has two or more contributing sponsors (including City or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"*Net Revenue Fund*" means the City of Santa Clara Electric Utility Net Revenues Fund as established pursuant to the Indenture.

"Notice of Conversion/Extension" means a written notice of conversion of a SOFR Loan to a Base Rate Loan, or of a Base Rate Loan to a SOFR Loan or extension of a SOFR Loan, in each case substantially in the form of Exhibit D attached hereto.

"Obligations" means all debts, liabilities and obligations owing by the City to the Lender pursuant to this Agreement and the other Related Documents, whether principal, interest, fees,

indemnification obligations hereunder or Expenses (specifically including interest accruing after the commencement of any bankruptcy, insolvency or similar proceeding with respect to the City, whether or not a claim for such post-commencement interest is allowed), including, without limitation, debts, liabilities and obligations in respect of this Agreement and any extensions, modifications, substitutions, increases and renewals thereof; the payment of all amounts advanced by the Lender to preserve, protect and enforce rights hereunder; and all Expenses incurred by the Lender.

"Outstanding" has the meaning set forth in the Indenture on the Closing Date. For the sake of clarity, the definition set forth in the Indenture is, as of the Closing Date, as follows:

> *"Outstanding"* when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 10.09) all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except (1) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation; (2) Bonds with respect to which all liability of the City shall have been discharged in accordance with Section 9.02, including Bonds (or portions of Bonds) referred to in Section 10.10; and (3) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to this Indenture.

In the event of a conflict between the definition of the term *"Outstanding"* set forth above and the definition of the same term set forth in the Indenture, the definition set forth in the Indenture on the Closing Date shall control. Capitalized terms used in the definition of the term *"Outstanding"* set forth above but not otherwise defined herein shall have their respective meanings set forth in the Indenture on the Closing Date.

"Overadvance" has the meaning as set forth in Section 2.8(b) hereof.

"Parity Debt" has the meaning set forth in the Indenture on the Closing Date. For the sake of clarity, the definition set forth in the Indenture is, as of the Closing Date, as follows:

> *"Parity Debt"* means any indebtedness, installment sale obligation, lease obligation or other obligation of the City for borrowed money or interest rate swap agreement incurred in connection with the Enterprise having an equal lien and charge upon the Adjusted Net Revenues and therefore payable on parity with the Bonds (whether or not any Bonds are Outstanding).

In the event of a conflict between the definition of the term *"Parity Debt"* set forth above and the definition of the same term set forth in the Indenture, the definition set forth in the Indenture on the Closing Date shall control. Capitalized terms used in the definition of the term *"Parity Debt"* set forth above but not otherwise defined herein shall have their respective meanings set forth in the Indenture on the Closing Date.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 10756 (signed into law October 26, 2001).

"Pension Plan" means any employee pension benefit plan (including a Multiple Employer Plan or a Multiemployer Plan) that is maintained or is contributed to by City and any ERISA Affiliate or with respect to which City or any ERISA Affiliate has any liability and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

"Plan" means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of City or any ERISA Affiliate or any such Plan to which City or any ERISA Affiliate is required to contribute on behalf of any of its employees.

"Procedural Resolution" has the meaning set forth in the recitals hereto.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

"Rate Determination Date" means the first Business Day of each month.

"Rate Stabilization Fund" has the meaning set forth in the Indenture.

"Rating Agency" means any of Fitch, Moody's or S&P, as applicable.

"Reference Time" means, with respect to any setting of the then-current Benchmark (1) if such Benchmark is Term SOFR, then 3:00 p.m. (New York City time) one (1) Business Day prior to such setting, and (2) if such Benchmark is not Term SOFR, then the time determined by the Lender in accordance with the Benchmark Replacement Conforming Changes.

"Related Documents" means, collectively, this Agreement, the Authorizing Resolution, the 2026 Bond, the Procedural Resolution, the Fee Agreement and the Indenture, and all agreements, instruments and documents executed and/or delivered in connection therewith, all as may be supplemented, restated, superseded, amended or replaced from time to time.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Relevant Governmental Body" means the FRB or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB or the Federal Reserve Bank of New York, or any successor thereto.

"Revenues" has the meaning set forth in the Indenture on the Closing Date. For the sake of clarity, the definition set forth in the Indenture is, as of the Closing Date, as follows:

> *"Revenues"* means all gross income and revenue received or receivable by the City from the ownership and operation of the Enterprise, calculated accordance with Generally Accepted Accounting Principles Applicable to Governments, including all rates, fees and charges received by the City thy electric energy service and all other income and revenue howsoever derived by the City from the Enterprise or arising from the Enterprise, and including any interest paid and other income derived from the investment of funds as provided in this Indenture, but excluding any gain or loss on the extinguishment of any debt of the City.

In the event of a conflict between the definition of the term *"Revenues"* set forth above and the definition of the same term set forth in the Indenture, the definition set forth in the Indenture on the Closing Date shall control. Capitalized terms used in the definition of the term *"Revenues"* set forth above but not otherwise defined herein shall have their respective meanings set forth in the Indenture on the Closing Date.

"S&P" means S&P Global Ratings, and any successor rating agency.

"Secured Debt" means the Electric Revenue Bonds, Parity Debt, the Loans, the Obligations and all other Indebtedness secured by and/or payable from all or any portion of the Adjusted Net Revenues.

"SOFR" means a rate equal to the secured overnight financing rate as administrated by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Loan" means a Loan that bears interest at a rate based on Term SOFR.

"Stated Maturity Date" means May **[30]**, 2031, or, if such day is not a Business Day, the next preceding Business Day.

"Subsidiary" means, with respect to any Person at any time, (i) any corporation more than fifty percent (50%) of whose voting stock is legally and beneficially owned by such Person or owned by a corporation more than fifty percent (50%) of whose voting stock is legally and

beneficially owned by such Person; (ii) any trust of which a majority of the beneficial interest is at such time owned directly or indirectly, beneficially or of record, by such Person or one or more Subsidiaries of such Person; and (iii) any partnership, joint venture, limited liability company or other entity of which ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at such time owned directly or indirectly, beneficially or of record, by, or which is otherwise controlled directly, indirectly or through one or more intermediaries by, such Person or one or more Subsidiaries of such Person.

"*Supplemental Indenture*" has the meaning as set forth in the recitals hereof.

"Taxable Date" means the date on which interest on the Loans is first includable in gross income of Lender as a result of an Event of Taxability as such date is established pursuant to a Determination of Taxability.

"Taxable Period" has the meaning set forth in Section 2.3 hereof.

"Taxable Rate" means, with respect to a Taxable Period, the product of (i) the interest rate on the Loans during such period and (ii) the Taxable Rate Factor.

"Taxable Rate Factor" means, for each day that the Taxable Rate is determined, the quotient of (i) one *divided by* (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded upward to the second decimal place.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

"Term SOFR" means, for any calculation with respect to the Loans, the greater of (a) the Term SOFR Reference Rate for a period of one month on each Computation Date, as such rate is published by the Term SOFR Administrator and (b) the Floor; *provided*, *however,* that if as of 5:00 p.m. (New York City time) on any Computation Date the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Computation Date. Any change in the Term SOFR Reference Rate due to a change in Term SOFR shall be effective form and including the first day of each Interest Period without notice to City.

"Term SOFR Administrator" means the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by Lender in its reasonable discretion).

"Term SOFR Rate" means a fluctuating rate per annum, determined as of each applicable Interest Period, equal to the product of (i) the product of (1) the sum of (A) Term SOFR for such Interest Period and (B) the Applicable Spread and (2) the Applicable Factor and (ii) the Margin Rate Factor, rounded upward to the third decimal place.

"Term SOFR Reference Rate" means the rate per annum determined by Lender as the forward-looking term rate based on SOFR.

"Termination Date" means the earliest of (i) the Stated Maturity Date, (ii) the date the Loans are otherwise payable in full in accordance with Section 7.2 hereof, and (iii) the date of termination of this Agreement pursuant to Section 2.18 hereof.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., as bond trustee under the Indenture, and any successor trustee thereunder.

"*2026 Bond*" means the City of Santa Clara, California Electric Revenue Bond, Series 2026 evidencing the obligation of the City to repay the Loans and interest thereon and the other Obligations, issued under the Bond Law and in accordance with the Authorizing Resolution, the Indenture and this Agreement.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unutilized Fee" has the meaning as set forth in the Fee Agreement.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Section 1.2. Accounting Principles. Where the character or amount of any asset or liability or item of income or expense is required to be determined or any consolidation or other accounting computation is required to be made for the purposes of this Agreement, this shall be done in accordance with GAAP as in effect on the Closing Date, to the extent applicable, except as otherwise expressly provided in this Agreement. If there are any changes in GAAP after the Closing Date that would affect the computation of the financial covenants in Section 6.11 and 6.12 hereof, such changes shall only be followed, with respect to such financial covenants, from and after the date this Agreement shall have been amended to take into account any such changes.

Section 1.3. Construction. No doctrine of construction of ambiguities in agreements or instruments against the interests of the party controlling the drafting shall apply to any Related Documents.

Section 1.4. Rates. The Lender does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, or any component definition thereof or rates referenced in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Lender and its Affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the City. The Lender may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the City, the Lender or any other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Section 1.5. Other Interpretive Provisions. With reference to this Agreement and each other Related Document, unless otherwise specified herein or in such other Related Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "*include*," "*includes*" and "*including*" shall be deemed to be followed by the phrase "without limitation." The word "*will*" shall be construed to have the same meaning and effect as the word "*shall*." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any organization document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Related Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "*hereto*," "*herein*," "*hereof*" and "*hereunder*," and words of similar import when used in any Related Document, shall be construed to refer to such Related Document in its entirety and not to any particular provision thereof, (iv) all references in a Related Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Related Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words "*asset*" and "*property*" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "*from*" means "*from and including*;" the words "*to*" and "*until*" each mean "*to but excluding*;" and the word "*through*" means "*to and including*."

(c) Section headings herein and in the other Related Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Related Document.

ARTICLE II. THE LOANS.

Section 2.1. Commitment. (a) Subject to the terms and conditions of this Agreement, the Lender hereby establishes for the benefit of the City a revolving credit facility which shall include Advances extended by the Lender to or for the benefit of the City from time to time during the Availability Period hereunder. The aggregate principal amount of unpaid Advances made on any date shall not at any time exceed the Available Commitment on such date and, after giving effect to any Advance, the total unpaid Advances outstanding shall not exceed the Commitment. Subject to such limitation, the outstanding balance of Advances hereunder may fluctuate from time to time, to be reduced by repayments made by the City, to be increased by future Advances which may be made by the Lender, to or for the benefit of the City, and, subject to the provisions of Section 2.8 hereof, shall be due and payable by the City on the Termination Date.

(b) On or before the Closing Date, the City shall execute and deliver the 2026 Bond to the Lender in the principal amount of the Commitment. The 2026 Bond shall evidence the City's unconditional obligation to repay the Lender for all Advances made hereunder, with interest as herein provided. Each Advance hereunder shall be deemed evidenced and secured by the 2026 Bond, which is deemed incorporated herein by reference and made part hereof. The 2026 Bond shall be in form and substance satisfactory to the Lender. All payments on 2026 Bond shall be deemed to be payments with respect to the corresponding Advances and all payments on Advances shall be deemed to be payments with respect to the corresponding 2026 Bond. The failure to make any payment on any Advance when due shall be a failure to make a payment on the 2026 Bond and the failure to make any payment on the 2026 Bond when due shall be a failure to make a payment on the related Advance.

(c) The Commitment and the Availability Period shall expire on the Termination Date. On such date, unless having been sooner accelerated by the Lender pursuant to the terms hereof, and without impairing any rights under Section 3.1 hereof, all Loans and all other sums owing hereunder shall be due and payable by the City in full, and as of and after such date the City shall not request and the Lender shall not be obligated to make any further Advances hereunder.

Section 2.2. Payments and Advances. (a) Except to the extent otherwise set forth in this Agreement (or in the case of Hedging Instruments under the applicable agreements), all payments of principal and of interest on the Loans and all Expenses, fees, indemnification obligations and all other charges and any other Obligations of the City, shall be made to Lender by wire transfer to the Lender's account at: **[_________]**, in United States Dollars, in immediately available funds. Each payment by the City hereunder shall be made without any set off, counterclaim or deduction whatsoever. Any payments received prior to 2:00 p.m. (New York City time) on any Business Day shall be deemed received on such Business Day. Any payments (including any payment in full of the Obligations), received after 2:00 p.m. (New York City time) on any Business Day shall be deemed received on the immediately following Business Day.

(b) Advances which may be made by the Lender from time to time hereunder shall be made available by wire transfer to the City's account at: **[JP Morgan Chase Bank, N.A.]**. Such account may be changed only by presentation to the Lender of a notice in form satisfactory to the Bank specifying a different account with the City and executed by the City and authenticated to the Bank's satisfaction.

(i) All Advances requested by the City hereunder that are (i) SOFR Loans must be in the minimum amount of $1,000,000 and integral multiples of $5,000 in excess thereof, and (ii) Base Rate Loans must be in the minimum amount of $1,000,000 and integrated multiples of $5,000 in excess thereof.

(ii) All Advances requested by the City hereunder are to be in writing pursuant to a written request ("*Advance Request*") executed by an Authorized City Representative in the form of Exhibit C attached hereto. Advance Requests for Base Rate Loans must be requested three (3) Business Days in advance and must specify the amount of the Base Rate Loan. Advance Requests for SOFR Loans must be requested three (3) Business Days in advance and must specify the amount of the SOFR Loan and the Interest Period.

(iii) Upon receiving an Advance Request in accordance with subparagraph (ii) above, and subject to the conditions set forth in this Agreement, the Lender shall make the requested Advance available to City on the date requested by the City in the related Advance Request.

Section 2.3. Determination of Taxability. (a) In the event a Determination of Taxability occurs, the City hereby agrees to pay to the Lender within thirty (30) days of demand therefor (i) an amount equal to the difference between (A) the amount of interest that would have been paid to the Lender on the Loans or the 2026 Bond during the period for which interest on the Loans or the 2026 Bond is included in the gross income of the Lender if the Loans had borne interest at the Taxable Rate, beginning on the Taxable Date (the *"Taxable Period"*), and (B) the amount of interest actually paid to the Lender during the Taxable Period, and (ii) an amount equal to any interest, penalties or charges owed by the Lender as a result of interest on the Loans or the 2026 Bond becoming included in the gross income of the Lender, together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by the Lender in connection therewith;

(b) Subject to the provisions of paragraph (c) below, the Lender shall afford the City the reasonable opportunity, at the City's sole cost and expense, to contest (i) the validity of any amendment to the Code which causes the interest on the Loans or the 2026 Bond to be included in the gross income of the Lender, or (ii) any challenge to the validity of the tax exemption with respect to the interest on the Loans or the 2026 Bond, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); *provided* that, in no event shall the Lender be required to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the City or any other Person; and

(c) As a condition precedent to the exercise by the City of its right to contest set forth in paragraph (b) above, the City shall, within thirty (30) days of demand, reimburse the Lender for any and all expenses (including attorneys' fees for services) that may be required or desirable, as determined by the Lender (in its reasonable discretion) that may be incurred by the Lender in connection with any such contest, and shall, within thirty (30) days from demand, reimburse the Lender for any payments, including any taxes, interest, penalties or other charges payable by the Lender for failure to include such interest in its gross income.

Section 2.4. Maximum Interest Rate. (a) If the amount of interest payable on the Loan or such Obligations hereunder for any period in accordance with the terms hereof or the Loan exceeds the amount of interest that would be payable on the Loan or such Obligations hereunder for such period had interest for such period been calculated at the Maximum Interest Rate, then interest for such period shall be payable on the Loan or such Obligations in an amount calculated at the Maximum Interest Rate.

(b) Any interest on the Loan or such Obligations hereunder that would have been due and payable for any period but for the operation of the immediately preceding paragraph (a) shall accrue and be payable as provided in this paragraph (b) and shall, less interest actually paid to the Lender for such period, constitute the *"Excess Interest Amount."* If there is any accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Interest Rate until payment to the Lender of the entire Excess Interest Amount.

(c) Notwithstanding the foregoing, on the date on which no principal amount with respect to the Loan remains unpaid, the City shall pay to the Lender a fee equal to any accrued and unpaid Excess Interest Amount. The Lender and the City agree that any such fee payable pursuant to this clause (c) shall not constitute interest on the Loan.

Section 2.5. Interest. (a) The unpaid principal balance of SOFR Loans hereunder shall bear interest for each Interest Period, subject to the terms hereof, at a per annum rate equal to, at the applicable Term SOFR Rate for such Interest Period. The Lender shall determine the Term SOFR Rate for each Interest Period and such Term SOFR Rate shall become effective on first day of the applicable Interest Period to and including the last day of such Interest Period.

(b) The unpaid principal balance of each Loan shall bear interest for each day such Loan is outstanding at the interest rate applicable thereto from time to time. Interest on each Loan shall be due and payable by the City on each Interest Payment Date (commencing on the first Interest Payment Date occurring after such Loan is drawn) and at the Termination Date, and interest after the Termination Date (whether by lapse of time, acceleration, or otherwise) shall be due and payable by the City upon demand.

(c) While any Loan is a Base Rate Loan, such Loan shall bear interest at a rate per annum equal to the Base Rate. Changes in the interest rate applicable to Base Rate Loans shall become effective on the same day there is a change in the Base Rate.

(d) Interest on Base Rate Loans shall be payable by the City in arrears on each Interest Payment Date applicable thereto. In the event of any conversion of any SOFR Loan prior to the end of the Interest Period therefor, accrued interest on such Loan shall be payable by the City on the effective date of such conversion.

(e) The City may elect from time to time to convert Base Rate Loans to SOFR Loans, by delivering a Notice of Conversion/Extension to the Lender at least three (3) Business Days prior to the proposed date of conversion. In addition, the City may elect from time to time to convert all or any portion of a SOFR Loan to a Base Rate Loan by giving the Lender irrevocable written notice thereof by 12:00 Noon (New York Coty time) two (2) Business Days prior to the proposed date of conversion. SOFR Loans may only be converted to Base Rate Loans on the last day of the applicable Interest Period. If the date upon which a SOFR Loan is to be converted to a Base Rate Loan is not a Business Day, then such conversion shall be made on the next succeeding Business Day and during the period from such last day of an Interest Period to such succeeding Business Day such Loan shall bear interest as if it were a Base Rate Loan. All or any part of outstanding Base Rate Loans may be converted as provided herein; *provided* that no Loan may be converted into a SOFR Loan when any Event of Default has occurred and is continuing.

(f) If the City fails to deliver a timely and complete Notice of Conversion/Extension to the Lender with respect to a SOFR Loan prior to the Interest Payment Date therefor, then, unless such SOFR Loan is repaid as provided herein, such SOFR Loan shall automatically be continued for an additional Interest Period commencing on such Interest Payment Date.

(g) The Bank will, for administrative purposes, consolidate on its systems and in its records the unpaid principal balance of the SOFR Loans so that all SOFR Loans bear interest at the same Term SOFR Rate and all SOFR Loans have the same effective Interest Period. The Bank will, for administrative purposes, consolidate on its systems and in its records the unpaid principal balance of the Base Rate Loans so that all Base Rate Loans bear interest at the same Base Rate.

(h) In no event shall the Lender be required to make more than three (3) Advances per calendar month.

Section 2.6. Additional Interest Provisions. (a) All computations of fees and interest for SOFR Loans and fees (including, without limitation, the Unutilized Fee) and other amounts due hereunder (other than with respect to Base Rate Loans, if applicable) shall be made on the basis of a 360-day year and actual days elapsed. All computations of interest for any Base Rate Loans, if required and applicable due to the circumstances in Section 2.13(e) or 2.14 hereof, shall be made on the basis of a year of 365 days and actual days elapsed. Interest shall accrue on the Loans for the day on which any such Loan is unpaid, and shall not accrue on the Loans, or any portion thereof, for the day on which such Loan or such portion is paid. Each determination by the Lender of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) After the occurrence and during the continuance of an Event of Default hereunder, all Obligations shall bear interest until paid in full at a rate per annum equal to the Default Rate, payable by the City, to the extent not paid when otherwise due, upon demand. The Default Rate may be applied retroactively to the date of the occurrence of the Event of Default.

(c) All contractual rates of interest chargeable on outstanding principal under the Loans shall continue to accrue and be paid even after Default, an Event of Default, maturity, acceleration, judgment, bankruptcy, insolvency proceedings of any kind or the happening of any event or occurrence similar or dissimilar.

(d) In no contingency or event whatsoever shall the aggregate of all amounts deemed interest hereunder and charged or collected pursuant to the terms of this Agreement exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such court determines the Lender has charged or received interest hereunder in excess of the highest applicable rate, the Lender shall apply, in its sole discretion, and set off such excess interest received by the Lender against other Obligations due or to become due, as applicable, and such rate shall automatically be reduced to the maximum rate permitted by such law.

(e) The City shall not request and the Lender shall not make or continue or convert any Loan to a SOFR Loan while an Event of Default exists.

Section 2.7. Obligations Absolute. The obligations of the City under this Agreement and the Related Documents shall be unconditional and irrevocable and shall be paid and performed strictly in accordance with the terms of this Agreement and the Related Documents, as applicable, under all circumstances, including without limitation the following:

(a) any lack of validity or enforceability of this Agreement or any of the other Related Documents;

(b) any amendment or waiver of or any consent to departure from all or any of the Related Documents;

(c) the existence of any claim, set-off, defense or other right which the City may have at any time against Lender or any other person or entity, whether in connection with this Agreement, the other Related Documents, the transactions contemplated herein or therein or any unrelated transaction; or

(d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Section 2.8. Prepayments.

(a) *Optional*. The Loans may be prepaid in whole or in part upon ten (10) days prior written notice to the Lender, subject to Section 2.11 hereof. In the event of any prepayment of the Loans on any date other than an Interest Payment Date, whether by voluntary prepayment, acceleration following default or otherwise the City shall pay a prepayment charge upon prepayment of the principal of the Loans as set forth in Section 2.11 hereof.

(b) *Mandatory*. If the aggregate principal amount of unpaid Advances, at any time exceeds the Commitment (such excess referred to as "*Overadvance*"), the City shall immediately repay the Overadvance in full.

Section 2.9. Use of Proceeds. The extensions of credit under and proceeds of the Loans shall be used solely to finance capital expenditures of the Enterprise in accordance with the Authorizing Resolution.

Section 2.10. Increased Costs.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, the Lender or the Lender's parent or holding company, if any;

(ii) subject the Lender or the Lender's parent or holding company, if any, to any taxes on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto (except the imposition of, or any change in the rate of, any Excluded Taxes payable by the Lender); or

(iii) impose on the Lender or any Lender's parent or holding company, if any, any other condition, cost or expense affecting this Agreement;

and the result of any of the foregoing shall be to increase the cost to the Lender or any Lender's parent or holding company, if any, with respect to this Agreement, the Loans, or the making, maintenance or funding of the Loans, or to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or any other amount) then, upon the written request of the Lender as set forth in Section 2.10(c) hereof, the City will pay to the Lender, such additional amount or amounts as will compensate the Lender or any Lender's parent or holding company, if any, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements*. If the Lender reasonably determines that any Change in Law affecting the Lender or any Lender's parent or holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on the Lender's capital or liquidity or on the capital or liquidity of the Lender's parent or holding company, if any, as a consequence of this Agreement or the Loans to a level below that which the Lender or the Lender's parent or holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's parent or holding company with respect to capital adequacy), then from time to time upon written request of the Lender as set forth in clause (c) the City will pay to the Lender, such additional amount or amounts as will compensate the Lender or the Lender's parent or holding company for any such reduction suffered.

(c) *Certificates for Reimbursement*. A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender or its parent or holding company, as the case may be, as specified in subsection (a) or (b) of this Section 2.10 and delivered to the City shall be conclusive absent manifest error. The City shall pay the Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) *Delay in Requests*. Failure or delay on the part of the Lender to demand compensation pursuant to the foregoing provisions of this Section 2.10 shall not constitute a waiver of the Lender's right to demand such compensation. Notwithstanding the foregoing sentence, the City shall not be required to compensate the Lender pursuant to this Section 2.10 in respect of a period occurring more than six (6) months prior to the date the above-described written demand is given to the City with respect thereto (except that if the imposition of such increased costs is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) *Survival*. All of the City's obligations under this Section 2.10 shall survive the termination of this Agreement and the repayment, satisfaction or discharge of all other Obligations; *provided* that this paragraph (e) will not be deemed to extend any applicable statute of limitations.

Section 2.11. Funding Indemnity. (i) In the event of (a) the payment of any principal of any SOFR Loan other than on the last day of an Interest Period therefor (including as a result of an Event of Default), (b) the conversion of any SOFR Loan other than on the last day of an Interest Period therefor, (c) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any notice delivered pursuant hereto, or (d) the assignment of any SOFR Loan other than on the last day of an Interest Period therefor, then, in any such event, the City shall compensate the Lender for the Lender's reasonable costs, expenses and Interest Differential (as determined by the Lender) incurred as a result of such prepayment. The term "Interest Differential" means the greater of zero and the financial loss incurred by the Lender resulting from the related event, calculated (as of the date of such event) as the difference between (i) the amount of interest the Lender would have earned on the related SOFR Loan had such event not occurred for the period from and including the date of such event to and including the last day of the related Interest Period and (ii) the interest the Lender will actually earn as a result of the redeployment of funds from such event for the period from and including the date of such event to and including the last day of the related Interest Period. Because of the short-term duration of any Interest Period, the City agrees that the Interest Differential shall not be discounted to its present value. A certificate of the Lender setting forth any amount or amounts that the Lender is entitled to receive pursuant to this Section 2.11 shall be delivered to the City and shall be conclusive absent manifest error. The City shall pay the Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(ii) Notwithstanding anything herein to the contrary, no amount shall be payable under this Section 2.11 as a result of the occurrence of an event set forth in clauses (a) through (d) of Section 2.11(i) hereof if such related event occurs solely as a result of the terms and conditions of any of Section 2.12, 2.13 or 2.14 hereof.

Section 2.12. *Inability to Determine Interest Rate (Temporary)*. Notwithstanding any other provision of this Agreement, if at any time prior to a Benchmark Transition Event, the Lender shall reasonably determine (which determination shall be conclusive and binding absent manifest error) that, (i) by reason of circumstances affecting the relevant market, reasonable and adequate means do not exist for ascertaining the Term SOFR for an Interest Period, or (ii) the Term SOFR does not adequately and fairly reflect the cost to the Lender of maintaining Loans during an Interest Period, the Lender shall forthwith notify the City at least two (2) Business Days prior to the first day of such Interest Period. Thereupon, the Loans shall be converted to a Base Rate Loan.

Section 2.13. *Benchmark Replacement Setting*.

(a) *Benchmark Replacement*. (i) Notwithstanding anything to the contrary herein or in any other Related Document upon the occurrence of a Benchmark Transition Event, the Lender may replace the then-current Benchmark with a Benchmark Replacement. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.13(a)(i) will occur prior to the applicable Benchmark Transition Start Date.

(ii) No swap agreement shall be deemed to be a "Related Document" for purposes of this Section 2.13.

(b) *Benchmark Replacement Conforming Changes*. In connection with the implementation of a Benchmark Replacement, Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Related Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of City.

(c) *Notices; Standards for Decisions and Determinations.* The Lender will promptly notify the City of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. The Lender will promptly notify the City of the removal or reinstatement of any tenor of a Benchmark pursuant to clause (d) below. Any determination, decision or election that may be made by the Lender pursuant to this Section 2.13, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from the City.

(d) *Unavailability of Tenor of Benchmark*. Notwithstanding anything to the contrary herein or in any other Related Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Lender in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Lender may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Lender may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) *Benchmark Unavailability Period*. Upon City's receipt of notice of the commencement of a Benchmark Unavailability Period, City may revoke any pending request for a SOFR Loan, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, City will be deemed to have converted any such request into a request for a borrowing of, or conversion, to Base Rate Loans. Upon the date of the City's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to SOFR applicable to the Loans, then on the last day of the Interest Period applicable to the Loans (or the next succeeding Business Day if such day is not a Business Day), the Loans shall be converted by Lender to, and shall constitute, a Base Rate Loan on such day.

Section 2.14. *Illegality*. If the Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Lender to make, maintain or fund Loans whose interest is determined by reference to the Term SOFR Reference Rate or SOFR, or to determine or charge interest rates based upon the Term SOFR Reference Rate or SOFR, then, upon notice thereof by the Lender to the City any obligation of Lender to make, and any right of the City to continue the SOFR Loans or to convert Base Rate Loans to SOFR Loans, shall be suspended until the Lender notifies the City that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the City shall, if necessary to avoid such illegality, upon demand from the Lender, prepay or, if applicable, convert the SOFR Loans to Base Rate Loans on the last day of the Interest Period therefor, if the Lender may lawfully continue to maintain the SOFR Loans to such day, or immediately, if the Lender may not lawfully continue to maintain the SOFR Loans to such day. The City hereby agrees to pay the Lender, within thirty (30) days of demand, any additional amounts necessary to compensate the Lender for actual and direct costs (but not including anticipated profits) reasonably incurred by Lender in connection with any repayment in accordance with this Section 2.14, including but not limited to, any interest or fees payable by the Lender to lenders of funds obtained by it in order to make or maintain the SOFR Loans hereunder. A certificate as to any additional amounts payable pursuant to this Section 2.14 submitted by the Lender, to the City shall be presumptive evidence of such amounts owing. The Lender agrees to use reasonable efforts to avoid or to minimize any amounts which may otherwise be payable pursuant to this Section 2.14; *provided however,* that such efforts shall not cause the imposition on the Lender of any additional costs or legal or regulatory burdens deemed by the Lender in its reasonable discretion to be material.

Section 2.15. *Allocation of Payment*. Any payments received by the Lender on account of this Agreement shall, at the Lender's option, be applied to any accrued unpaid interest, then to outstanding and due amounts of principal; then to any required escrow payment if applicable; then to any debt protection insurance premium if applicable; and then to any fees including late charges and then to any costs. Notwithstanding the foregoing, any payments received after the occurrence and during the continuance of an Event of Default shall be applied in such manner as the Lender may determine.

Section 2.16. Net of Taxes, Etc. (a) Any and all payments to the Lender by the City hereunder or with respect to the Loans and this Agreement shall be made free and clear of and without deduction or withholding for any and all Indemnified Taxes. If the City shall be required by law to deduct or withhold any Indemnified Taxes imposed by the United States of America or any political subdivision thereof from or in respect of any sum payable hereunder or with respect to the Loans, then (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.16) the Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) the City shall make such deductions and (iii) the City shall timely pay the full amount deducted to the City shall make any payment under this Section 2.16 to or for the benefit of the Lender with respect to Indemnified Taxes and if the Lender shall claim any credit or deduction for such Indemnified Taxes against any other taxes payable by the Lender to any taxing jurisdiction in the United States of America, then the Lender shall pay to the City an amount equal to the amount by which such other taxes are actually reduced; *provided*, that the aggregate amount payable by the Lender pursuant to this sentence shall not exceed the aggregate amount previously paid by the City with respect to such Indemnified Taxes. In addition, the City agrees to pay any present or future stamp, recording or documentary taxes and any other excise or property taxes, charges or similar levies that arise under the laws of the United States of America or any state of the United States from any payment made hereunder or under the Loans or from the execution or delivery of this Agreement or the Loans, or otherwise with respect to this Agreement or the Loans (hereinafter referred to as *"Other Taxes"*). The Lender shall provide to the City within a reasonable time a copy of any written notification it receives with respect to Indemnified Taxes or Other Taxes owing by the City to the Lender hereunder; *provided*, that the Lender's failure to send such notice shall not relieve the City of its obligation to pay such amounts hereunder.

(b) The City shall, to the fullest extent permitted by law and subject to the provisions hereof, pay the Lender for the full amount of Indemnified Taxes and Other Taxes including any Indemnified Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section 2.16 paid by the Lender or any liability (including penalties, interest and reasonable expenses) arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally asserted; *provided*, that the City shall not be obligated to pay the Lender for any penalties, interest or expenses relating to Indemnified Taxes or Other Taxes arising from the Lender's gross negligence or willful misconduct. The Lender agrees to give notice to the City of the assertion of any claim against the Lender relating to such Indemnified Taxes or Other Taxes as promptly as is practicable after being notified of such assertion; *provided*, that the Lender's failure to notify the City promptly of such assertion shall not relieve City of its obligation under this Section 2.16. Payments by the City pursuant to this Section 2.16 shall be made within thirty (30) days from the date the Lender makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof. The Lender agrees to repay to the City any refund (including that portion of any interest that was included as part of such refund) with respect to Indemnified Taxes or Other Taxes paid by the City pursuant to this Section 2.16 received by the Lender for Indemnified Taxes or Other Taxes that were paid by the City pursuant to this Section 2.16 and to contest, with the cooperation and at the expense of the

City, any such Indemnified Taxes or Other Taxes which the Lender or the City reasonably believes not to have been properly assessed.

(c) Within thirty (30) days after the date of any payment of Indemnified Taxes by the City, the City shall furnish to the Lender the original or a certified copy of a receipt evidencing payment thereof.

(d) Without prejudice to the survival of any other agreement of the City hereunder, the agreements and obligations of the City contained in this Section 2.16 shall survive the termination of this Agreement and the payment in full of the Loans and the obligations of the City thereunder and hereunder.

Section 2.17. Fees; Default Rate. (a) The City agrees to perform the obligations provided for in the Fee Agreement, including, without limitation, the payment of all fees provided for therein. The terms and provisions of the Fee Agreement are incorporated herein by reference. Any reference herein or in any other document to fees and/or other amounts or obligations payable hereunder shall include, without limitation, all fees and other amounts or obligations payable pursuant to the Fee Agreement, and any reference to this Agreement shall be deemed to include a reference to the Fee Agreement. The Fee Agreement and this Agreement are to be construed as one agreement between the City and the Lender.

(b) If the City shall fail to pay any amount payable under the Fee Agreement as and when due and payable, each such unpaid amount shall bear interest for each day from and including the date it was payable pursuant to subsection (c) below until paid in full at the applicable Default Rate.

(c) The City shall pay within thirty (30) days after written demand via electronic invoice provided by the Lender to the City:

(i) the reasonable out-of-pocket expenses of the Lender, including reasonable fees and disbursements of counsel, as described in Section 8.4 and 8.6 herein; and

(ii) any reasonable amounts advanced by or on behalf of the Lender to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or any Related Documents, together with interest at the Default Rate.

(d) Any principal of, and to the extent permitted by applicable law, any interest on, the Loans and any other sum payable hereunder, which is not paid within the cure period due shall bear interest, from the date due and payable until paid, payable by the City on demand therefor, at a rate per annum equal to the Default Rate.

Section 2.18. Optional Termination or Reduction of Commitment. During the Availability Period, the City, upon at least three (3) Business Days' notice to the Lender, (i) terminate the Commitment at any time, if no Loans are outstanding at such time, or (ii) reduce the Commitment from time to time by an aggregate amount of $100,000 or any larger integral multiple of $100,000, which amount shall be not greater than the amount of the Commitment.

Section 2.19. Mandatory Termination or Reduction of Commitment. (a) The Commitment shall terminate on the Termination Date, and any Loans then outstanding (together with accrued interest thereon and all other amounts payable hereunder) shall be due and payable by the City in full on such date.

(b) If at any time an Event of Default shall have occurred and be continuing, the Lender may deliver a written notice to that effect to the City, and the Commitment shall immediately terminate.

Section 2.20. Extension of Maturity Date. The City may request an extension of the Stated Maturity Date, or shorter period as agreed to in the sole discretion of the Lender not less than one hundred twenty (120) days prior to the then current Stated Maturity Date. The Lender shall notify the City if it agrees to such an extension, which shall be in the Lender's sole discretion, within sixty (60) days of such request. The consent of the Lender, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Lender. Failure to respond to such a request shall be deemed an election by the Lender not to extend the Stated Maturity Date.

ARTICLE III. PLEDGE.

Section 3.1. Security. The City hereby grants to the Lender a Lien on and pledge of and charge on and security interest in the Adjusted Net Revenues to the payment of the Loans and the 2026 Bond and all Obligations of the City under this Agreement (without duplication) and all other obligations of the City secured by the Adjusted Net Revenues on parity therewith without priority or distinction of one over the other. Said pledge of and lien on Adjusted Net Revenues shall be valid and binding from and after delivery by the City of this Agreement and the 2026 Bond, without any physical delivery thereof or further act. The pledge of Adjusted Net Revenues herein made is irrevocable until the Loan and the 2026 Bond have been paid and retired in full and any related Obligations of the City under this Agreement have been satisfied. The obligations of the City with respect to the payment of the Loan and the 2026 Bond are special, limited obligations of the City payable as to both principal of and interest from and secured solely by such pledge of Adjusted Net Revenues, and the City shall not be required to advance money from any other source other than the Adjusted Net Revenues. The Adjusted Net Revenues constitute a trust fund for the security and payment of the interest on and principal of the Loan and the 2026 Bond and all Obligations of the City under this Agreement (without duplication) and all other obligations of the City secured by the Adjusted Net Revenues on parity therewith; *provided, however,* that for any period, all Adjusted Net Revenues remaining after satisfying the City's payment obligations with respect to the Loan and the 2026 Bond and all Obligations of the City under this Agreement (without duplication) and all other obligations of the City secured by the Adjusted Net Revenues on parity therewith on each payment date therefor shall thereafter be available to the City for all lawful City purposes. The general fund of the City is not liable, and the credit or taxing power of the City is not pledged, for the payment of the Loan or the 2026 Bond or any other Obligations of the City hereunder. The pledge of Adjusted Net Revenues herein made shall be irrevocable until the 2026 Bond and all Obligations of the City are no longer Outstanding and this Agreement has terminated pursuant to its terms.

ARTICLE IV. CONDITIONS PRECEDENT.

Section 4.1. Documentary Requirements. As a condition precedent to the execution and delivery of this Agreement, the Lender shall have received, on or before the Closing Date, the items listed below in this Section 4.1, each dated and in form and substance as is satisfactory to the Lender and its counsel.

(a) The following City documents and financial information:

(i) copies of the resolutions of the City Council of the City approving the execution and delivery of the Related Documents to which the City is a party, approving the form of the Related Documents to which it is not a party and the other matters contemplated hereby, certified by an Authorized City Representative as being true and complete and in full force and effect on the Closing Date;

(ii) the Audited Financial Statements;

(iii) a copy of the City's Investment Policy in effect as of the Closing Date; and

(iv) (i) a certificate dated the Closing Date and executed by an Authorized City Representative certifying the names, titles, offices and signatures of the persons authorized to sign, on behalf of the City, the Related Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder and (ii) an executed Authorized City Representative Certificate.

(b) An executed original or certified copy, as applicable, of each of the Related Documents.

(c) The following opinions, dated the Closing Date and addressed to the Lender and the Lender is otherwise expressly authorized to rely:

(i) from counsel to the City, opinions as to the due authorization, execution, delivery and enforceability of the Related Documents to which the City is a party, and such other customary matters as the Lender may reasonably request; and

(ii) from Bond Counsel, opinions to the effect that the interest on the 2026 Bond is excludable from gross income for federal income tax purposes and such other customary matters as the Lender may reasonably request, including, without limitation, valid security interest and pledge opinions with respect to the pledge of Adjusted Net Revenues created hereby.

(d) The following documents and other information:

(i) a certificate dated the Closing Date and executed by an Authorized City Representative certifying (A) that there has been no event or circumstance since June 30, 2025, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (B) that the representations and warranties contained in Article V hereof and the other Related Documents are true and correct in all material respects on the Closing Date, (C) no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default and (D) the unenhanced long-term debt ratings assigned to the outstanding Electric Revenue Bonds and Parity Debt of the City are "AA-" by Fitch, and "AA-" by S&P and have not been reduced, withdrawn, suspended or reduced since the dated date of such ratings; and

(ii) true and correct copies of all Governmental Approvals, if any, necessary for the City to execute, deliver and perform the Related Documents to which it is a party.

Section 4.2. *Litigation*. The Lender shall have received a written description of all actions, suits or proceedings pending or threatened against the City and/or any of its Affiliates in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect, if any, and such other statements, certificates, agreements, documents and information with respect thereto as the Lender may reasonably request.

Section 4.3. *Other Matters*. All other legal matters pertaining to the execution and delivery of this Agreement and the Related Documents shall be satisfactory to the Lender and its counsel, and the Lender shall have received such other statements, certificates, agreements, documents and information with respect to the City and the other parties to the Related Documents and matters contemplated by this Agreement as the Lender may reasonably request.

Section 4.4. *Payment of Fees and Expenses*. Within thirty (30) days of the Closing Date, the Lender shall have received reimbursement (or direct payment) of the Lender's fees and expenses (including the legal fees and expenses of Chapman and Cutler LLP) and any other fees incurred in connection with the transaction contemplated by the Related Documents.

Section 4.5. *Conditions for Advances*. The making of Advances hereunder in any form following the Closing Date is subject to the following conditions precedent (all instruments, documents and agreements to be in form and substance satisfactory to Lender and its counsel) following the Closing Date:

(a) This Agreement and each of the other Related Documents shall be effective;

(b) No event or condition shall have occurred or become known to the City, or would result from the making of any requested Advance, which could have a Material Adverse Effect;

(c) No Default or Event of Default then exists or after giving effect to the making of the Advance would exist;

(d) Each Advance is within and complies with the terms and conditions of this Agreement including, without limitation, the notice provisions contained in Section 2.2 hereof;

(e) Each representation and warranty set forth in Article V and any other Related Document in effect at such time (as amended or modified from time to time) is then true and correct in all material respects as if made on and as of such date except to the extent such representations and warranties are made only as of a specific earlier date;

(f) After giving effect to any Advance, the aggregate principal amount of all unpaid Advances made on any date shall not at any time exceed the Available Commitment on such date and, after giving effect to any Advance, the total unpaid Advances outstanding shall not exceed the Commitment.

(g) The Termination Date shall not have occurred;

(h) Such Advance shall not violate any order, judgment or decree of any court or authority of competent jurisdiction or any provision of law as then in effect; and

(i) Neither the Lender nor the City shall have received written notice from Bond Counsel that the opinion delivered pursuant to Section 4.1(c)(ii) hereof may no longer be relied upon.

Each Advance Request submitted by the City shall be deemed to be a representation and warranty that the conditions specified in subsections (a) through (h) of this Section 4.5 have been satisfied on and as of the date of the applicable Advance.

Section 4.6. Waiver of Rights. By completing the Closing hereunder, or by making Advances hereunder, the Lender does not thereby waive a breach of any warranty or representation made by the City hereunder or under any agreement, document, or instrument delivered to Lender or otherwise referred to herein, and any claims and rights of the Lender resulting from any breach or misrepresentation by the City are specifically reserved by the Lender.

Section 4.7. No Bond Rating; DTC; Offering Document; CUSIP. The 2026 Bond shall not be (i) assigned a specific rating by any Rating Agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document, (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service or (v) placed or offered by a broker-dealer in the capacity of an underwriter or a placement agent.

ARTICLE V. REPRESENTATIONS AND WARRANTIES.

The City warrants and represents to the Lender that:

Section 5.1. Organization, Powers, Etc. The City is a municipality and chartered city of the State of California duly organized and validly existing under and pursuant to the Constitution and laws of the State of California, including its City Charter and has: (a) full power and authority under the Constitution and the laws of the State of California, including its City Charter, to enter into and perform its obligations under this Agreement and the other Related Documents and (b) all material governmental licenses, authorization, consents and approvals required to carry on the business of the Enterprise as now conducted and to enter into and perform its obligations under this Agreement and the other Related Documents.

Section 5.2. Authorization, No Contravention. The execution, delivery and performance by the City of this Agreement and each other Related Document have been duly authorized by all necessary action and require no action or consent by or in respect of, or filing with, any Governmental Authority not taken or received as of the date hereof; provided that no representation is made as to any blue sky or securities law of any jurisdiction. The execution, delivery and performance by the City of this Agreement and the other Related Documents to which it is a party does not and will not (i) violate in any material respect any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award as currently in effect to which the City is subject; (ii) result in a breach of or constitute a default under the provisions of any resolution, indenture, loan or credit agreement or any other agreement, lease or instrument to which the City may be or is subject or by which it, or any Enterprise Property, is bound; or (iii) result in, or require, the creation or imposition of any mortgage, deed of trust, assignment, pledge, lien, security interest or other charge or encumbrance of any nature or with respect to any Enterprise Properties (other than the pledge of Adjusted Net Revenues created by the Indenture and the pledge of Adjusted Net Revenues created hereby), except in the case of clause (ii) or (iii) any such breach, default, creation or imposition that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 5.3. Binding Effect. (a) This Agreement, the 2026 Bond and each other Related Document to which the City is a party constitute legal, valid and binding obligations of the City, enforceable against the City in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles whether or not sought, and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against municipal corporations in the State, and (b) the 2026 Bond has been duly and validly issued under the Indenture and entitled to the benefits thereof.

Section 5.4. Financial Information. The City's audited Electric Utility Enterprise Fund statement of net assets as of June 30, 2025, statement of revenues, expenses and changes in fund net assets for the year ended June 30, 2025, and statement of cash flows for the year ended June 30, 2025, and the unqualified opinion letter dated December 2, 2025, of Maze & Associates, independent certified public accountants, copies of which have been delivered to the Lender, are in all respects complete and correct and fairly present the financial condition of the City as at such dates for the periods covered by such statements, all in conformity with GAAP. Since June 30, 2025, there has been no Material Adverse Effect.

Section 5.5. *Litigation*. There is no action, suit or proceeding pending against or, to the knowledge of the City, overtly threatened in writing against the City or relating to the Bond Law, this Agreement, the 2026 Bond, or any other Related Document before any court or other Governmental Authority in which the City determines an adverse decision could reasonably be expected to have a Material Adverse Effect.

Section 5.6. *Employee Benefit Plans, Etc*. The City is not subject to Title I reporting and disclosure requirements, Title II or Title IV of ERISA and has no obligation or liability under or in respect of any "employee benefit plan" within the meaning of Section 3(3) of ERISA or any other form of bonus, incentive compensation, deferred compensation or other similar plan or arrangement.

Section 5.7. *Environmental Laws*. The City has not received a written notice from any governmental agency having competent jurisdiction over the matter to the effect that its Enterprise operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could reasonably be expected to result in a Material Adverse Effect.

Section 5.8. *No Sovereign Immunity*. The City is not entitled to claim the defense of immunity (whether sovereign, governmental or on other similar grounds) in any action, suit or proceeding arising under or relating to this Agreement and the other Related Documents (a) for monetary damages or (b) for the execution or enforcement of any judgment (subject to limitations on legal remedies against public agencies in the State), nor may there be attributed to the City any such immunity (whether or not claimed); *provided* that any such suits shall be subject to all substantive and procedural requirements of California law, including California Government Code, Title 1 Division 3.6 **[and the City's Charter]**.

Section 5.9. *Disclosure*. All information heretofore furnished (including pursuant to any representation or warranty) by the City to the Lender for purposes of or in connection with the negotiation of this Agreement and the transactions contemplated hereby is, and all such information hereafter furnished by the City to the Lender will be, true, accurate and complete in all material respects on the date as of which such information is stated or certified. There is no fact known to the City which the City has not disclosed to the Lender in writing which the City believes will result in a Material Adverse Effect or, so far as the City can now reasonably foresee, is likely to result in a Material Adverse Effect.

Section 5.10. *Status of Obligations*. This Agreement creates a valid security interest in the Adjusted Net Revenues as security for the punctual payment of the Loans and the 2026 Bond and the other Obligations of the City hereunder. All Obligations payable by the City under this Agreement are special limited obligations of the City payable solely from Adjusted Net Revenues, and the City shall not be required to advance money from any other source other than Adjusted Net Revenues. The general fund of the City is not liable, and the credit or taxing power of the City is not pledged, for the payment of the Loans or the 2026 Bond or any other Obligations of the City hereunder. The Obligations are Parity Debt (as such term is defined in the Indenture).

Section 5.11. *Incorporated Representations*. The City makes each of the representations, warranties and covenants contained in the Related Documents to which it is a party to, and for the benefit of, the Lender as if the same were set forth at length herein together with all applicable definitions thereto. No amendment, modification, termination or replacement of any such representations, warranties, covenants and definitions contained in the Related Documents shall be effective to amend, modify, terminate or replace the representations, warranties, covenants and definitions incorporated herein by this reference, without the prior written consent of the Lender.

Section 5.12. *Pending Legislation*. There is no amendment to the Constitution of the State, any State law or any City law, or to the knowledge of the City, proposed amendment to the Constitution of the State, any State law or any City law certified for placement on a ballot within the State or the City, or any legislation that has passed either house of the United States Congress, or, to the knowledge of the City, any published judicial decision interpreting any of the laws of the United States, the Constitution of the State, any State law or any City law, the effect of which could reasonably be expected to result in a Material Adverse Effect.

Section 5.13. *No Maximum Rate of Interest*. The obligations of the City under this Agreement are not subject to any law, rule or regulation of the State prescribing a maximum rate of interest.

Section 5.14. *Compliance*. The City is in material compliance with all laws, ordinances, orders, rules and regulations applicable to the Enterprise, except to the extent noncompliance could not reasonably be expected to result in a Material Adverse Effect.

Section 5.15. *Default*. The City is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Related Document or other resolution, agreement or instrument to which it is a party which default could reasonably be expected to result in a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

Section 5.16. *Margin Stock*. The City is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), and no portion of the proceeds of 2026 Bond or any Advance will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock.

Section 5.17. *Trustee*. The Bank of New York Mellon Trust Company, N.A. (or a successor or assign approved in writing by the Lender) is the duly appointed and acting Trustee as of the Closing Date.

Section 5.18. *Tax Exempt Status*. The City has not taken any action or omitted to take any action, and knows of no action taken or omitted to be taken by any other person or entity, which action, if taken or omitted, would adversely affect the exclusion of interest on the 2026 Bond from gross income for purposes of federal income taxation or the exemption of such interest from State of California income taxes.

Section 5.19. Security; Limited Liability. The Indenture creates a valid security interest in the funds and accounts pledged thereunder to the extent provided therein, including, without limitation, the Adjusted Net Revenues as security for the punctual payment of the interest and principal due with respect to the 2026 Bond and all Obligations owing to the Lender. All Obligations payable by the City under this Agreement are special limited obligations of the City payable solely from Adjusted Net Revenues, and the City shall not be required to advance money from any other source other than Adjusted Net Revenues.

Section 5.20. Solvency. The Enterprise is able to pay its debts and satisfy its liabilities as they come due , is "solvent" and has not made any assignment for the benefit of creditors.

Section 5.21. Environmental Matters. The operations of the City are in material compliance with all of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations and are not the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, where a failure to comply with any such requirement or the need for any such remedial action could reasonably be expected to result in a Material Adverse Effect. The City has provided full disclosure to the Lender of any material non-compliance of the foregoing.

Section 5.22. No Public Vote or Referendum. There is no public vote or referendum pending, proposed or concluded, the results of which could reasonably be expected to result in a Material Adverse Effect.

Section 5.23. Hedging Instruments. The City has not entered into any Hedging Instrument relating to Indebtedness (a) wherein any termination payment thereunder is senior to or on a parity with the payment of the Loans or the other Obligations or (b) which requires City to post cash collateral to secure its obligations thereunder.

Section 5.24. Sanctions; Anti-Corruption. (a) None of the City, any of its Subsidiaries, or, to the knowledge of the City, any director, officer, employee, agent, or affiliate of the City or any of its Subsidiaries is an individual or entity (*"person"*) that is, or is owned or controlled by persons that are: (i) the subject or target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority (collectively, *"Sanctions"*); or (ii) located, organized, or resident in a country or territory that is the subject or target of Sanctions.

(b) The City, its Subsidiaries, and, to the knowledge of the City, the directors, officers, employees, and agents of the City and its Subsidiaries are in compliance in all material respects with all applicable Sanctions and with the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the *"FCPA"*) and any other applicable anti-corruption law.

Section 5.25. Taxes. City has filed or caused to be filed, if any, all material tax returns required by law to be filed and has paid or caused to be paid all material Taxes, assessments and other governmental charges levied upon or in respect of any of its properties, assets or franchises, other than Taxes the validity or amount of which are being contested in good faith by City by appropriate proceedings and for which City shall have set aside on its books adequate reserves in accordance with GAAP.

Section 5.26. *Labor Matters.* The City has no knowledge of any existing or pending strike, walkout or work stoppage.

Section 5.27. *Anti-Terrorism Laws.*

(a) *General*. Neither the City nor any Affiliate of the City is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or *avoiding*, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(b) *Executive Order No. 13224.* Neither the City nor any Affiliate of the City, or to the City's knowledge, any of its respective agents acting or benefiting in any capacity in connection with the Loans or other transactions hereunder, is any of the following (each a "*Blocked Person*"):

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(iii) a Person with which Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224;

(v) a Person that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or

(vi) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224;

(vii) a Person that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or

(viii) a Person who is affiliated with a Person listed above.

Section 5.28. No Preferential Repayment. No Person party to any agreement, including, without limitation, any credit facility provider or liquidity provider, which provides credit enhancement or liquidity support to any Electric Revenue Bonds or Parity Debt, or any holder of any Electric Revenue Bonds or Parity Debt, has the right under any indenture, supplemental indenture or other agreement, in each case relating to any Electric Revenue Bonds or Parity Debt to cause the acceleration, tender, redemption or repayment (including by term-out or shortened amortization) of such Electric Revenue Bonds or Parity Debt, as applicable, on a basis that is shorter than or more favorable than the basis that the Lender is entitled to receive payment hereunder.

ARTICLE VI. COVENANTS.

The City will do, or will refrain from doing, as applicable, the following so long the Commitment is in effect or any Obligations remain outstanding, unless the Lender shall otherwise consent in writing:

Section 6.1. Reporting Requirements. The City shall furnish to the Lender:

(a) *Annual Report.* As soon as available and in any event within 210 days after the end of each Fiscal Year, in the audited financial statements of the City's Electric Utility Enterprise Fund (which may be included as a component unit of the City's city-wide audited financial statements case prepared in accordance with GAAP, accompanied by an opinion thereon of a firm of independent public accountants of recognized regional standing, selected by the City (, to the effect that, in the opinion of such firm, that the financial statements have been prepared in accordance with GAAP and that such firm's examination of the financial statements was performed in accordance with generally accepted auditing standards.

(b) *Compliance Certificate*. Simultaneously with the delivery of each set of financial statements referred to in clause (a) above, a Compliance Certificate of the City signed by an Authorized City Representative (or a duly authorized designee of any such officer) stating that, to the best knowledge of such officer executing such certificate after due inquiry, there exists on the date of such certificate no Default or Event of Default or, if any Default or Event of Default then exists, setting forth the details thereof and the action which the City is taking or proposes to take with respect thereto.

(c) *Notice of Default or Event of Default.* Promptly after knowledge thereof by the City, written notice of the occurrence of any Default or Event of Default, together with a statement of the City setting forth the details thereof and the action which the City is taking or proposes to take with respect thereto.

(d) *Litigation.* Promptly after formal notice or service of process has been properly served on the City, notice of any action, suit or proceeding before any court or Governmental Authority against the City in which there is a reasonable probability of an adverse decision which could reasonably be expected to result in a Material Adverse Effect.

(e) *Disclosure*. Promptly upon the availability thereof, a copy of any offering circular, offering memorandum or other disclosure documents relating to the offering of any Electric Revenue Bonds or Parity Debt.

(f) *Ratings.* Promptly after obtaining knowledge thereof, written notice of any change in the long-term ratings assigned by a Rating Agency to any unenhanced Electric Revenue Bonds or Parity Debt.

(g) *Legislation.* As soon as available to the City, copies of all enacted legislation (including new legislation, amended legislation or repealed legislation) the effect of which, in the reasonable judgment of the City, could reasonably be expected to have a Material Adverse Effect.

(h) *Budget.* Promptly upon the adoption thereof, a copy of the Enterprise's Operating and Capital Improvement Program budgets, respectively.

(i) *Other Information.* From time to time such reasonable additional information regarding the financial position, operations or business of the Enterprise as the Lender may reasonably request.

(j) *Amendments.* Promptly after the adoption thereof and to the extent is not required to receive and make notice of the same, copies of any amendments to the Related Documents or to any provisions of the same.

The City will be deemed to have complied with the requirement to provide the information set forth in this Section 6.1 to the extent such information has been duly posted within such time period on the City website (https://www.santaclaraca.gov/) or on EMMA and notice of such posting has been provided by the City to the Lender and such information is publicly available.

Section 6.2. *Notices*. In addition to the documents and notices described in Section 6.1, the City will provide promptly to the Lender the following:

(a) *Material Adverse Effect.* Notice of any event or circumstance known to the City which in the reasonable judgment of the City could reasonably be expected to result in a Material Adverse Effect.

(b) *Federal inquiry, investigation or audit.* Notice of any inquiry, investigation or audit of the Enterprise by the Securities and Exchange Commission, the Department of Justice or the IRS, of which the City has actual knowledge, whether or not received in writing by the City;

(c) *Master Indenture.* Notice of any proposed amendment or supplement to the Master Indenture and copies of all such amendments and supplements promptly following the execution thereof, in each case, other than any supplement to the Indenture setting forth only the terms of a new series of Electric Revenue Bonds.

(d) *Reportable event notice.* Any reportable event notice relating to the Electric Revenue Bonds (as described in b(5)(i)(C) of Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended) disseminated, distributed or provided by the City in satisfaction of its obligations under any continuing disclosure obligation relating to the Electric Revenue Bonds (or notice that such event notice has been filed by the City with EMMA and is publicly available).

Section 6.3. Further Assurances. The City shall execute, acknowledge where appropriate, and deliver, and cause to be executed, acknowledged where appropriate, and delivered, from time to time promptly at the request of the Lender, all such instruments and documents as in the reasonable opinion of the Lender are necessary to effectuate the provisions of this Agreement and the other Related Documents.

Section 6.4. Inspection of Property, Books and Record. The City shall keep adequate records and books of account in accordance with GAAP, in which complete entries will be made, reflecting all financial transactions of the Enterprise; and at any reasonable time and from time to time upon reasonable notice thereof, permit the Lender or any agents or representatives thereof, at the expense of the Lender, to examine and make copies of and abstracts from the records and books of account of, and to the extent permitted by applicable law, visit the properties of, the Enterprise and to discuss the affairs, finances and accounts of the Enterprise with any of the City's officers, trustees and (with notice to the City) independent auditors (and by this provision, the City authorizes said auditors to discuss with the Lender or its representatives the affairs, finances and accounts of the Enterprise).

Section 6.5. Waiver of Immunity. The City agrees, to the fullest extent permitted by law, not to assert or claim the defense of immunity (whether sovereign, governmental or on other similar grounds) from (i) any action, suit or other proceeding arising under or relating to this Agreement or any other Related Document, (ii) relief by way of injunction, order for specific performance or writ of mandamus or (iii) execution or enforcement of any judgment to which it or its revenues might otherwise be entitled in any such action, suit or other proceeding, and the City hereby irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and the Adjusted Net Revenues (irrespective of their use or intended use), all such immunity.

Section 6.6. Compliance with Laws; Compliance with Agreements. The City covenants that it will comply with the requirements of (a) all applicable laws of any Governmental Authority having jurisdiction over the City and any Enterprise Property, including, without limitation, the Bond Law, all Environmental Laws and ERISA, and (b) all investment policy guidelines of the City; in each case, the non-compliance with which would have a Material Adverse Effect, unless the same is being contested in good faith and by appropriate proceedings and such contest shall operate to stay the Material Adverse Effect of any such non-compliance. The City will observe and perform all of its obligations under this Agreement and the 2026 Bond and all of its material obligations under the Indenture.

Section 6.7. Disclosure to Transferees and Participants. The City shall permit the Lender to disclose any information received by the Lender in connection herewith including, without limitation, the financial information described in Section 6.1(a) hereof, to any Lender Transferee, Non-Lender Transferee or participant.

Section 6.8. Incorporation of Covenants. The City agrees that it will, for the benefit of the Lender, comply with, abide by, and be restricted by all the agreements, covenants, obligations and undertakings contained in the provisions of the Related Documents, regardless of whether any indebtedness is now or hereafter remains outstanding thereunder, together with the related definitions, exhibits and ancillary provisions, all of which are incorporated herein by reference, mutatis mutandis, and made a part hereof to the same extent and with the same force and effect as if the same had been herein set forth in their entirety, and no termination, amendment, modification or waiver to any of the foregoing shall in any manner constitute a termination, amendment, modification or waiver of the provisions thereof as incorporated herein unless consented to in writing by the Lender.

Section 6.9. Maintenance of Tax-Exempt Status of the 2026 Bond. The City shall not take any action or omit to take any action which, if taken or omitted, would adversely affect the exclusion of interest on the 2026 Bond from gross income for purposes of federal income taxation or the exemption of such interest from California income taxes.

Section 6.10. Insurance Requirements. The City shall insure the properties of the Enterprise against loss or damage and shall maintain general liability insurance coverage against such risks and in such amounts as is customarily maintained by entities similarly situated and operating like properties and businesses to that of the Enterprise by insurance companies believed by the City to be responsible (as determined in its reasonable discretion). Notwithstanding the foregoing, the City may provide self-insurance in order to provide for the coverage described in the immediately preceding sentence. The City shall upon request of the Lender furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section 6.10.

Section 6.11. Rates and Charges. The City shall fix, prescribe and collect rates, fees and charges in connection with the services and facilities furnished by the Enterprise so as to yield Revenues, in each Fiscal Year, sufficient so that Adjusted Net Revenues for such Fiscal Year shall be at least equal to 1.0 times the amount of Debt Service for such year on all Electric Revenue Bonds, Parity Debt, the Loans and all other Secured Debt secured by and/or payable from all or any portion of the Adjusted Net Revenues. For purposes of determining compliance with this Section 6.11 or Section 6.12, Adjusted Net Revenues shall include the amounts on deposit in the Rate Stabilization Fund (as such term is defined in the Indenture) and the definition of "Debt Service" shall be applicable to debt service on such other Secured Debt secured by and/or payable from all or any portion of the Adjusted Net Revenues. For the purpose of the covenants set forth in this Section 6.11, the definition of "Debt Service" set forth herein shall be also applicable to all other Secured Debt secured by and/or payable from all or any portion of the Adjusted Net Revenues (other than the Electric Revenue Bonds, Parity Debt and the Loans).

Section 6.12. Liens . Except for the parity Lien on the Adjusted Net Revenues created by the Indenture, the City will not hereafter create or suffer to exist any Lien on the Adjusted Net Revenues on a basis that is senior to the Lien created pursuant to this Agreement or the Indenture.

The City will not create or suffer to exist any Lien over any Enterprise Property which could reasonably be expected to have a Material Adverse Effect. Without limiting the foregoing, in the event a Lien attaches after the Closing Date (i) to the Adjusted Net Revenues or (ii) to Enterprise Property and which if not removed could reasonably be expected to have a Material Adverse Effect, in either case the City shall take all reasonable action necessary to remove such Lien as soon as practicable. For avoidance of doubt, the Lender acknowledges that nothing herein is intended to preclude the future issuance by the City of additional Electric Revenue Bonds and Parity Debt in accordance with the terms of the Indenture or the ability of the City to incur Operating Expenses as defined in the Indenture.

Section 6.13. Maintenance of Existence. The City will preserve and maintain its existence as a municipal corporation and chartered city under the Constitution and laws of the State and will maintain exclusive control over the direction and operation of the Enterprise and the Enterprise Property and will not permit the Enterprise to merge or consolidate with or into any other Person or acquire substantially all of the assets of any other Person unless (i) the City continues to maintain exclusive control over the direction and operation of the Enterprise and the Enterprise Property, (ii) no Default or Event of Default has occurred and is continuing or would result from such merger, consolidation or acquisition and (iii) such merger, consolidation or acquisition could not reasonably be expected to result in a Material Adverse Effect.

Section 6.14. Use of Proceeds; Federal Reserve Regulations. The City covenants that it will not knowingly, directly or indirectly, use the proceeds of the Loans to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions. No proceeds from moneys received hereunder shall be used by the City to purchase Margin Stock in violation of Regulation U, as amended, promulgated by the Board of Governors of the Federal Reserve System.

Section 6.15. Accounting Changes. The City shall not change its method of accounting or the times of commencement or termination of Fiscal Years or other accounting periods without first disclosing in writing such change to the Lender. For avoidance of doubt, the Lender's consent is not required prior to the City changing its method of accounting, times of commencement or termination of Fiscal Years or other accounting periods.

Section 6.16. Maintenance of Enterprise Property. The City shall maintain, preserve and keep all of its Enterprise Property in good repair, working order and condition (ordinary wear and tear excepted) and will, from time to time, make all needful and proper repairs, renewals, replacements, and additions and betterments thereto so that at all times the efficiency thereof shall be full preserved and maintained; *provided, however,* that nothing herein shall preclude the City from selling, transferring or disposing of portions of the Enterprise Property which have become nonoperative, worn out, obsolete or are otherwise not needed for the efficient and proper operation of the Enterprise. The City shall not change in any fundamental manner the use to which the Enterprise Property is currently made.

Section 6.17. Hedging Instruments. Without the prior written consent of the Lender, the City will not enter into any Hedging Instrument relating to Debt (a) wherein any termination payments thereunder are senior to or on parity with the payment of the Loans or the other

Obligations or (b) which requires the Lender to post cash collateral to secure its obligations thereunder.

Section 6.18. Underlying Rating. The City shall at all times maintain a rating on its long-term unenhanced Electric Revenue Bonds and Parity Debt from at least one (1) Rating Agency. The City covenants and agrees that it shall not at any time withdraw any long-term unenhanced rating on Electric Revenue Bonds or Parity Debt of the City from any of Fitch, Moody's or S&P if the effect of such withdrawal would be to cure a Default or an Event of Default under this Agreement or reduce the Applicable Spread.

Section 6.19. Use of Lender's Name. Except as may be required by law (including, but limited to, federal and state securities laws), the City shall not use the Lender's name in any published materials (other than the City's staff reports, annual statements, audited financial statements, and rating agency presentations) without the prior written consent of the Lender.

Section 6.20. Disclosure to Participants and Transferees. The City shall permit the Lender to disclose the financial information received by it pursuant to this Agreement to each participant of the Lender or transferee or assignee pursuant to Section 8.11 hereof, subject to confidentiality restrictions and use restrictions customary for financial institutions.

Section 6.21. Related Documents. The City shall not modify, amend or consent to any modification, amendment, termination, replacement or waiver in any material respect of any Related Document without the prior written consent of the Lender. Notwithstanding the preceding sentence, the City may enter into supplements to the Indenture without the prior written consent of the Bank for any of the purposes set forth in 8.01(B) of the Indenture so long as such supplements could not reasonably be expected to result in a Material Adverse Effect.

Section 6.22. Sanctions; Anti-Corruption Use of Proceeds. The City will not, directly or indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner, or other person, (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of the FCPA or any other applicable anti-corruption law; or (b) (i) to fund any activities or business of or with any person, or in any country or territory, that, is the subject or target of Sanctions, or (ii) in any other manner that would result in a violation of Sanctions by any person (including, without limitation, any person in connection with the Loans, whether as an agent, arranger, lender, issuing bank, underwriter, advisor, investor, or otherwise).

Section 6.23. Preferential Repayment. The City shall not permit any Person party to any agreement, including, without limitation, any credit facility provider or liquidity provider, which provides credit enhancement or liquidity support to any Electric Revenue Bonds or Parity Debt, or any holder of any Electric Revenue Bonds or Parity Debt, to have the right under any indenture, supplemental indenture or other agreement, in each case relating to any Electric Revenue Bonds or Parity Debt, to cause the acceleration, tender, redemption or repayment (including by term-out or shortened amortization) of such Electric Revenue Bonds or Parity Debt, as applicable, on a basis that is shorter than or more favorable than the basis that the Bank is entitled to receive payment hereunder.

Section 6.24. *Defeasance.* Notwithstanding anything in the Indenture to the contrary, the City shall not defease, or permit the defeasance of, the 2026 Bond without the prior written consent of the Lender, such consent not to be unreasonably withheld.

ARTICLE VII. DEFAULTS.

Section 7.1. *Events of Default and Remedies*. The occurrence and continuance of one or more of the following events shall constitute an event of default hereunder (*"Event of Default")*:

(a) any written representation or warranty made by the City in this Agreement or in any other Related Document or in any certificate or statement delivered hereunder or thereunder shall prove to have been incorrect or untrue in any material respect when made or deemed to have been made or delivered; or

(b) any Indenture Event of Default shall have occurred and be continuing beyond the applicable grace period or any "event of default" shall have occurred and be continuing under any other Related Document beyond the applicable grace period; or

(c) the City fails to pay, or cause to be paid, when due (i) any Loans or any interest thereon, (ii) any principal of or interest on the 2026 Bond for any reason or (iii) any other Obligation (other than as set forth in clauses (i) and (ii) of this paragraph (c)) owed to the Lender hereunder and such failure shall continue unremedied for a period of five (5) Business Days; or

(d) default in the due observance or performance by the City of any covenant set forth in Section 6.1(c), 6.5, 6.8, 6.11, 6.12, 6.13, 6.14, 6.18, 6.21, 6.22 or 6.24 hereof; or

(e) default in the due observance or performance by the City of any other term, covenant or agreement set forth in (or incorporated by reference in) this Agreement (other than those referred to in Section 7.1 hereof) and such default shall remain unremedied for a period of sixty (60) days after the date on which the Lender has given the City notice thereof; *provided* that so long as the City has provided the Bank with a written plan for curing or correcting such default and the City shall be proceeding with due diligence to remedy any default in the due performance or observance of such covenants which, if begun and prosecuted with due diligence, cannot be completed within a period of sixty (60) days, but can be cured, then such 60 day period shall be extended if necessary to enable the City to begin and complete the remedying of such default through the exercise of due diligence, but in no event shall such period extend more than ninety (90) days after the occurrence of such default;

(f) (i) a court or other Governmental Authority with jurisdiction to rule on the validity of any Related Document to which the City is a party shall find, announce, rule or otherwise determine that (A) such Related Document is invalid and is not a binding agreement of the City; or (B) any provision of such Related Document relating to (I) the security for the 2026 Bond or the Obligations, (II) the City's ability to pay the Obligations or perform its obligations thereunder or (III) the rights and remedies of the Lender, in any such case is invalid and is not a binding agreement of the City; (ii) the City shall contest the validity or enforceability of, or shall deny or disaffirm its obligations under, (A) any Related Document to which the City is a party or (B) any provision of any Related Document relating to (I) the security for the 2026 Bond or the Obligations, (II) the City's ability to pay the Obligations or perform its obligations thereunder or (III) the rights and remedies of the Lender; or (iii) the City shall seek an adjudication that (A) any Related Document to which the City is a party or (B) any provision of any Related Document relating to (I) the security for the 2026 Bond or the Obligations, (II) the City's ability to pay the Obligations or perform its obligations thereunder or (III) the rights and remedies of the Lender, in any such case is not valid and binding on the City; or

(g) (i) any Related Document to which the City is a party, (ii) any provision of any Related Document relating to (A) the security for the 2026 Bond or the Obligations, (B) the City's ability to pay the Obligations or perform its obligations thereunder or (C) the rights and remedies of the Lender or (iii) any other provision of any Related Document to which the City is a party that directly protects the Lender or any other material provision of this Agreement or any other Related Document, in any such case, shall cease for any reason to be in full force or effect or valid and binding on the City or the validity or enforceability thereof shall be contested by the City or the City shall repudiate its obligations thereunder; or

(h) one or more judgments, decrees, orders, writ or writs or warrant or warrants of attachment, or any similar process or processes, in excess of $15,000,000 payable from revenues of the Enterprise shall have been rendered against the City, which judgments, decrees or orders are not covered by insurance (or, if ostensibly covered by insurance, for which coverage has been denied or disputed by the applicable insurance carrier or carriers), and either (i) enforcement proceedings shall have commenced by any creditor or creditors upon any such uninsured (whether by lack of coverage, denied coverage or disputed coverage) judgments, decrees or orders in excess of $15,000,000 or (ii) there shall be a period of sixty (60) days or more during which either a stay of enforcement of such judgments, decrees or orders, by reason of a pending appeal or otherwise, shall not be in effect or such judgments, decrees or orders shall not be fully bonded, dismissed, discharged, satisfied or vacated; or

(i) (i) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed or declared on the repayment when due and payable of the principal of or interest on any obligation secured by or payable from all or any portion of the Revenues or Adjusted Net Revenues; (ii) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, the City seeks to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or bankrupt or seeking reorganization, arrangement, adjustment, marshalling of assets, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts; (iii) the City seeks appointment of a receiver, trustee, custodian or other similar official for itself or for any substantial part of the Enterprise, or the City shall make a general assignment for the benefit of its creditors; (iv) there shall be commenced against the City any case, proceeding or other action of a nature referred to in clause (ii) or (iii) above and the same shall remain undismissed; (v) there shall be commenced against the City any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of the Enterprise Property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal, within sixty (60) days from the entry thereof; (vi) the City takes action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), (iii), (iv) or (v) above; (vii) the City shall become insolvent or shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due, (viii) the City shall make an assignment for the benefit of creditors; or

(j) any of the Rating Agencies shall have downgraded its long-term unenhanced rating of any Electric Revenue Bonds or Parity Debt to below “Baa3” (or its equivalent), in the case of Moody’s, “BBB-” (or its equivalent), in the case of Fitch, or “BBB-” (or its equivalent), in the case of S&P, or suspended or withdrawn its rating of the same; or

(k) the rate setting authority of the City shall be limited in any way that precludes the City from fixing, charging or collecting rates and charges for the use and services of the Enterprise in an amount sufficient to pay its debts as they become due; or

(l) the City shall (i) default in any payment of any Indebtedness (other than the 2026 Bond and the Obligations) secured by or payable from all or any portion of the Adjusted Net Revenues on parity basis with the Loans or the 2026 Bond (including, without limitation, Parity Debt and the Electric Revenue Bonds) beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created, or (ii) default in the observance or performance by the City of any agreement or condition relating to any Indebtedness (other than the 2026 Bond and the Obligations) secured by or payable from all or any portion of the Adjusted Net Revenues on parity basis with the Loans or the 2026 Bond (including, without limitation, Parity Debt and the Electric Revenue Bonds) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Indebtedness to become due prior to its stated maturity; or

(m) the City shall (i) default in any payment of any Indebtedness secured by or payable from all or any portion of the Adjusted Net Revenues on a subordinate basis to the Loans or the 2026 Bond aggregating in excess of $15,000,000 beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created, or (ii) default in the observance or performance by the City of any agreement or condition relating to any Indebtedness (other than the 2026 Bond and the Obligations) secured by or payable from all or any portion of the Adjusted Net Revenues on a subordinate basis to the Loans or the 2026 Bond aggregating in excess of $15,000,000 or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Indebtedness to become due prior to its stated maturity; or

(n) the City consolidates or merges with or into any entity or sells, leases or otherwise transfers all or any portion of the assets of the Enterprise to any other entity, in each case to the extent that such action could reasonably be expected to result in a Material Adverse Effect; or

(o) any "event of default" as defined in any loan, credit, liquidity, purchase or other similar agreement between the City and the Lender or any Affiliate of the Lender which is not cured within any applicable cure period shall occur.

Section 7.2. Remedies. Upon the occurrence of any Event of Default, the Lender may exercise any one or more of the following rights and remedies in addition to any other remedies herein or by law provided:

(a) by notice to the City, declare all Obligations to be, and such amounts shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the City; *provided* that upon the occurrence of an Event of Default under Section 7.1(i) hereof, such acceleration shall automatically occur without any notice (unless such automatic acceleration is waived by the Lender in writing);

(b) give notice of the occurrence of any Event of Default to the Trustee directing the Trustee to cause a mandatory redemption of the 2026 Bond pursuant to the terms of the Indenture;

(c) by notice to the City terminate the Commitment and the obligation of the Lender to make Advances or extend any further credit hereunder on the date (which may be the date thereof) stated in such notice; *provided, however,* that the obligation of the Lender to make Advances or extend any further credit hereunder shall automatically and without notice terminate upon the occurrence of and Event of Default under Section 7.1(i) hereof without any notice to the City or any other act by the Lender;

(d) pursue and exercise, or cause to be exercised, any and all rights and remedies as it may have under the Related Documents and as otherwise available at law and at equity; or

(e) pursue any other action available at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any obligation, agreement or covenant of the City under the Related Documents, whether for specific performance of any agreement or covenant of the City or in aid of the execution of any power granted to the Bank in the Related Documents.

Section 7.3. *Nature of Remedies*. All rights and remedies granted the Lender hereunder and under the Related Documents, or otherwise available at law or in equity, shall be deemed concurrent and cumulative, and not alternative remedies, and the Lender may proceed with any number of remedies at the same time until all Obligations are satisfied in full. The exercise of any one right or remedy shall not be deemed a waiver or release of any other right or remedy, and the Lender, upon or at any time after the occurrence of an Event of Default, may proceed against the City, at any time, under any agreement, with any available remedy and in any order.

Section 7.4. *Set-Off*. In addition to all other rights, options and remedies granted or available to the Lender under this Agreement or the Related Documents (each of which is also then exercisable by the Lender), upon or at any time after the occurrence and during the continuance of an Event of Default, Lender (and any participant) shall have and be deemed to have, without notice to the City, the immediate right of set-off against any bank account of the City with the Lender, or of City with any other subsidiary of the Lender or Lender Affiliate or any participant and may apply the funds or amount thus set-off against any of the City's Obligations hereunder.

If any bank account of the City with the Lender or with any Lender Affiliate or any participant is attached or otherwise liened or levied upon by any third party, the Lender (and such participant) shall have and be deemed to have, without notice to the City, the immediate right of set-off and may apply the funds or amount thus set-off against any of the City's Obligations hereunder.

ARTICLE VIII. MISCELLANEOUS.

Section 8.1. *Governing Law; Jurisdiction; Etc.*

(a) *GOVERNING LAW.* THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED DOCUMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA**.** THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

(b) *SUBMISSION TO JURISDICTION*. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF THE STATE OF CALIFORNIA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH CALIFORNIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT OF THE STATE OF CALIFORNIA. EACH OF THE PARTIES

HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER RELATED DOCUMENT SHALL AFFECT ANY RIGHT THAT EITHER PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT AGAINST THE ANY OTHER PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

Section 8.2. *Integrated Agreement*. The other Related Documents, all related agreements, and this Agreement shall be construed as integrated and complementary of each other, and as augmenting and not restricting the Lender's rights and remedies. If, after applying the foregoing, an inconsistency still exists the provisions of this Agreement shall constitute an amendment thereto and shall control.

Section 8.3. *Waiver*. No omission or delay by the Lender in exercising any right or power under this Agreement or any related agreements and documents will impair such right or power or be construed to be a waiver of any Default, or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or power will not preclude other or further exercise thereof or the exercise of any other right, and as to the City no waiver will be valid unless in writing and signed by the Lender and then only to the extent specified.

Section 8.4. *Indemnity*. (a) The City agrees (to the extent permitted by law) to indemnify and hold harmless the Lender and each Lender Affiliate and their respective officers, employees and agents (each such Person being called an *"Indemnitee"*), of and from any claims, demands, liabilities, obligations, judgments, injuries, losses, damages and reasonable costs and expenses (including, without limitation, reasonable legal fees) resulting from (i) the execution or delivery of this Agreement, any other Related Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Lender (and any sub-agent thereof) only, the administration of this Agreement and the other Related Documents, (ii) the making of the Loans or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the City, or any Environmental Liability related in any way to the City, (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the City and regardless of whether any Indemnitee is a party thereto, (v) acts or conduct of the City under, pursuant or related to this Agreement and the other Related Documents, (vi) the City's breach or violation of any representation, warranty, covenant or undertaking contained in this Agreement or the other Related Documents, (vii) the City's failure to comply with any Law (including without limitation Environmental Laws, etc.), and (viii) any claim by any other creditor of the City against Lender or its Affiliates arising out of any transaction whether hereunder or in any way related to the Related Documents and all reasonable costs, expenses, fines, penalties or other damages resulting therefrom; *provided* that the City shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnitee as determined by a court of competent jurisdiction in a final non-appealable judgment.

(b) To the fullest extent permitted by applicable law, the City shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the making of Advances or the use of the proceeds thereof. No Indemnitee referred to in subsection (a) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(c) This indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by the Lender in favor of the City.

Section 8.5. Time. Whenever the City shall be required to make any payment, or perform any act, on a day which is not a Business Day, such payment may be made, or such act may be performed, on the next succeeding Business Day. If the date for any payment of principal is extended by operation of law or otherwise, interest thereon shall be payable for such extended time. Time is of the essence in the City's performance under all provisions of this Agreement and all related agreements and documents.

Section 8.6. Expenses of the Lender. The City will pay upon demand of the Lender all reasonable costs, fees and expenses of the Lender in connection with (i) the analysis, negotiation, preparation, execution, administration, delivery and termination of this Agreement, and other Related Documents and the documents and instruments referred to herein and therein, and any amendment, amendment and restatement, supplement, waiver or consent relating hereto or thereto, whether or not any such amendment, amendment and restatement, supplement, waiver or consent is executed or becomes effective, search costs, the reasonable fees, expenses and disbursements of counsel for the Lender, any fees or expenses incurred by the Lender under Section 6.4 hereof for which the City is obligated thereunder, and reasonable charges of any expert consultant to the Lender, (ii) the enforcement of the Lender's rights hereunder, or the collection of any payments owing from, the City under this Agreement and/or the other Related Documents or the protection, preservation or defense of the rights of Lender hereunder and under the other Related Documents, and (iii) any refinancing or restructuring of the credit arrangements provided under this Agreement and other Related Documents in the nature of a "work-out" or of any insolvency or bankruptcy proceedings, or otherwise (including the reasonable fees and disbursements of counsel for the Lender and, with respect to clauses (ii) and (iii), reasonable allocated costs of internal counsel) (collectively, the *"Expenses"*). For avoidance of doubt, the fees payable to counsel to the Lender incurred in connection with the execution and delivery of this Agreement shall be subject to the limit set forth in Section 2.2 of the Fee Agreement.

Section 8.7. Brokerage. This transaction was brought about and entered into by the Lender and the City acting as principals and without any brokers, agents or finders being the effective procuring cause hereof. The City represents that it has not committed the Lender to the payment of any brokerage fee, commission or charge in connection with this transaction. If any such claim is made on the Lender by any broker, finder or agent or other person, the City hereby indemnifies, defends and saves such party harmless against such claim and further will defend, with counsel satisfactory to the Lender, any action or actions to recover on such claim, at the City's own cost and expense, including such party's reasonable counsel fees. The City further agrees that until any such claim or demand is adjudicated in such party's favor, the amount demanded shall be deemed an Obligation of the City under this Agreement.

Section 8.8. *Notices*. (a) Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed given if delivered in person to the person listed below or if sent by telecopy or by nationally recognized overnight courier, as follows, unless such address is changed by written notice hereunder:

If to Lender to:	TD Public Finance, LLC One Vanderbilt Avenue, 14th Fl New York, NY 10017 Attention: **[_________]** Telephone: **[_________]** Email: **[_________]**
With copies to:	Chapman and Cutler LLP 320 South Canal Street Chicago, Illinois 60606 Attention: David Field Email: dfield@chapman.com
If to City to:	City of Santa Clara Finance Department 1500 Warburton Avenue Santa Clara, California 95050 Attention: Kenn Lee, Director of Finance Telephone: 408-615-2344 Email: KLee@SantaClaraCA.gov
With copies to:	City of Santa Clara Finance Department 1500 Warburton Avenue Santa Clara, California 95050 Attention: Jensen Barna, Principal Financial Analyst Telephone: 408-615-2346 Email: JBarna@SantaClaraCA.gov

(b) Any notice sent by the Lender, or the City by any of the above methods shall be deemed to be given when so received. Notices received after 5:00 PM (Eastern Time), shall be deemed to be received the following Business Day.

(c) The Lender shall be fully entitled to rely upon any telecopy transmission or other writing purported to be sent by any Authorized City Representative as being genuine and authorized.

Section 8.9. *Headings*. The headings of any paragraph or Section of this Agreement are for convenience only and shall not be used to interpret any provision of this Agreement.

Section 8.10. *Survival*. All warranties, representations, and covenants made by the City herein, or in any agreement referred to herein or on any certificate, document or other instrument delivered by it or on its behalf under this Agreement, shall be considered to have been relied upon by the Lender, and shall survive the making of the Loans, regardless of any investigation made by the Lender or on its behalf. All statements in any such certificate or other instrument prepared and/or delivered for the benefit of the Lender shall constitute warranties and representations by the City hereunder. Except as otherwise expressly provided herein, all covenants made by the City hereunder or under any other agreement or instrument shall be deemed continuing until all Obligations are satisfied in full. All indemnification obligations under this Agreement, including under Section 8.4 hereof, shall survive the termination of this Agreement and payment of the Obligations.

Section 8.11. *Successors and Assigns*. (a) *Successors and Assigns Generally*. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties. The City may not transfer, assign or delegate any of its rights, duties or obligations hereunder. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby any legal or equitable right, remedy or claim under or by reason of this Agreement. The Lender may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the 2026 Bond and the Related Documents in accordance with the provisions of paragraph (b) or (c) of this Section. The Lender may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. The Lender may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section.

(b) *Sales and Transfers by Bondholder to a Lender Transferee.* Without limitation of the foregoing generality, the Lender may at any time sell or otherwise transfer to one or more transferees all or a portion of the Loans and the 2026 Bond to a Person that is (i) an Affiliate or (ii) a trust or other custodial arrangement established by the Lender or an Affiliate, the owners of any beneficial interest in which are limited to "qualified institutional buyers" as defined in Rule 144A promulgated under the 1933 Act, or "accredited investors" as defined in Rule 501 of Regulation D under the 1933 Act (each, a *"Lender Transferee"*). From and after the date of such sale or transfer, the Lender (and its successors) shall continue to have all of the rights of the Lender hereunder and under the other Related Documents as if no such transfer or sale had occurred; *provided, however,* that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Lender hereunder, (B) the City shall be required to deal only with the Lender with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Lender shall be entitled to enforce the provisions of this Agreement against the City.

(c) *Sales and Transfers by Bondholder to a Non-Lender Transferee.* Without limitation of the foregoing generality, the Lender may at any time sell or otherwise transfer to one or more transferees which are not Lender Transferees but each of which constitutes a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act or an "accredited investor" as defined in Rule 501 of Regulation D under the 1933 Act (each a *"Non-Lender Transferee"*) all or a portion of the Loans and the 2026 Bond if written notice of such sale or transfer, including that such sale or transfer is to a Non-Lender Transferee, together with addresses and related information with respect to the Non-Lender Transferee, shall have been given to the City and the Lender by such Non- Lender Transferee.

(d) *Certain Pledges*. The Bank may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank or the United States Treasury or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

Section 8.12. Counterparts. The parties acknowledge and agree that this document and any related documents, and any amendments or waivers hereto or thereto, may be executed and delivered by facsimile, electronic copies in portable document format ("PDF") or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means or by any digital or electronic signature process or program, and that any signature so delivered shall be treated as and have the same force and effect as an original signature, and copies of the same may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations, relating to or arising under this document. Notwithstanding the foregoing, the Lender may, in its sole and exclusive discretion, also require delivery of this document and any related documents, and any amendments or waivers hereto or thereto, with an original signature for its records and two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

Section 8.13. Modification; Amendment. No modification or amendment hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed by the City and the Lender; *provided* that this Section 8.13 shall not be applicable to any modification or amendment pursuant to Section 2.13 (Effect of Benchmark Transition Event) of this Agreement and the City acknowledges that any modification or amendment pursuant to Sections 2.13 of this Agreement shall be effective upon notice by the Lender without execution by the City.

Section 8.14. Signatories. Each individual signatory hereto represents and warrants that they are duly authorized to execute this Agreement on behalf of his principal and that they execute the Agreement in such capacity and not as a party.

Section 8.15. Third Parties. No rights are intended to be created hereunder, or under any related agreements or documents for the benefit of any third party done, creditor or incidental beneficiary of the City. Nothing contained in this Agreement shall be construed as a delegation to the Lender of the City's duty of performance, including, without limitation, the City's duties under any account or contract with any other Person.

Section 8.16. *USA PATRIOT Act*. The Lender hereby notifies the City that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Lender to identify the City in accordance with the Patriot Act. The City shall, promptly following a request by the Lender, provide all documentation and other information that the Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section 8.17. *EMMA Postings*. In the event the City files with EMMA, this Agreement, any Related Documents or any description of the material terms thereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms, either voluntarily or as required pursuant a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (the *"Rule"*) (each such posting, an *"EMMA Posting"*), the City shall (i) provide the Lender with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes confidential information. The City acknowledges and agrees that although the Lender may request review, edits or redactions of such materials prior to filing, the Lender is not responsible for the City's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule

Section 8.18. *Additional Documentation*. The City shall execute and/or re-execute, and cause any other Person party to any Related Document, to execute and/or re-execute and to deliver to the Lender or the Lender's counsel, as may be deemed appropriate, any document or instrument signed in connection with this Agreement which was incorrectly drafted and/or signed, as well as any document or instrument which should have been signed at or prior to the Closing Date, but which was not so signed and delivered. The City agrees to comply with any written request by the Lender within ten (10) days after receipt by the City of such request.

Section 8.19. *No Advisory or Fiduciary Relationship*. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the City acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) the services regarding this Agreement provided by the Lender and any Affiliate thereof are arm's-length commercial transactions between the City, on the one hand, and the Lender and its Affiliates, on the other hand, (ii) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (b) (i) the Lender and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City or any other Person and (ii) neither the Lender nor any of its respective Affiliates has any obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents; and (c) the Lender and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City, and neither the Lender nor any of its Affiliates has any obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City hereby waives and releases any claims that it may have against the Lender or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Section 8.20. Waiver of Jury Trial. (a) TO THE FULL EXTENT PERMITTED BY LAW, THE CITY AND THE LENDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OF THE OTHER RELATED DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. THE CITY AND THE LENDER FURTHER AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT JURY. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT PERMITTED BY LAW, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION 8.20 AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND/OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

(b) IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, AND IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 AND THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE (WHO SHALL BE A SINGLE ACTIVE OR RETIRED JUDGE) TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, *PROVIDED* THAT AT THE OPTION OF ANY PARTY TO SUCH PROCEEDING, ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

(c) The covenants and waivers made pursuant to this Section 8.20 shall be irrevocable and unmodifiable, whether in writing or orally.

Section 8.21. Acknowledgement Regarding Any Supported QFCs. To the extent that the Related Documents provide support, through a guarantee or otherwise, for any Hedging Instrument or any other agreement or instrument that is a QFC (such support, *"QFC Credit Support"* and each such QFC a *"Supported QFC"*), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the *"U.S. Special Resolution Regimes"*) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Related Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a *"Covered Party"*) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Related Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Related Documents were governed by the laws of the United States or a state of the United States.

(b) As used in this Section, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b)

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

Section 8.22. Treatment of Certain Information; Confidentiality Each party hereto agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Related Document or any action or proceeding relating to this Agreement or any other Related Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or participant in, or any prospective assignee of or participant in, any of its rights and obligations under this Agreement or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the City and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to (i) any rating agency in connection with rating the City or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (h) with the consent of the City or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Lender or any of its Affiliates on a nonconfidential basis from a source other than the City. For purposes of this Section, "*Information"* means all information received from the City relating to the City or its business other than any such information that is available to the Lender on a nonconfidential basis prior to disclosure by the Bank, *provided* that, in the case of information received from the Bank after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

WITNESS the due execution of this Agreement as a document under seal as of the date first written above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

____
[________], [City Manager]

____
[__________], [City Attorney]

ATTEST:

____
[___________], [[Assistant] City Clerk]

TD PUBLIC FINANCE, LLC

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT A
AUTHORIZED CITY REPRESENTATIVE CERTIFICATE

Dated June 1, 2026

Re: Revolving Credit Agreement dated as of June 1, 2026,
by and between City of Santa Clara, California
and TD Public Finance, LLC

Ladies and Gentlemen:

Reference is made to the Revolving Credit Agreement, dated as of June 1, 2026 (the *"Credit Agreement"*), by and between the City of Santa Clara, California (the *"City"*) and TD Public Finance, LLC, as Lender (the *"Lender"*). All capitalized terms used herein have the same meaning herein as such terms are defined in the Credit Agreement. Listed below are the names, titles and genuine signatures of the Authorized City Representatives of the City who are authorized to submit and execute Advance Requests and Notices of Extension/Conversion under the Credit Agreement:

TITLE	NAME	SIGNATURE
		______________
		______________
		______________
		______________

The Lender shall be entitled to conclusively presume that the persons listed above continue to be authorized to act on behalf of the City until otherwise notified in writing by an officer of the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Dated as of the date first above written.

CITY OF SANTA CLARA, CALIFORNIA, a chartered California municipal corporation

By:______________________________________
Name: __________________________________
Title: ___________________________________

EXHIBIT B

COMPLIANCE CERTIFICATE

Financial Statement Date: ___________, ____

To: TD Public Finance, LLC, as Lender
One Vanderbilt Avenue, 14th Fl
New York, New York 10017
Attention: **[____________]**
Telephone: **[____________]**
Email: **[____________]**

Ladies and Gentlemen:

Reference is hereby made to that certain Revolving Credit Agreement dated as of June 1, 2026 (the *"Agreement"*), by and between the City of Santa Clara, California (the *"City"*), and TD Public Finance, LLC, as lender (the "*Lender*"). Unless otherwise defined herein, the terms used in this Certificate shall have the meanings assigned thereto in the Agreement.

The undersigned Authorized City Representative hereby certifies as of the date hereof that he/she is the ______________________________ of City, and that, as such, he/she is authorized to execute and deliver this Certificate to the Lender, on the behalf of the City, and that:

1. Attached hereto as Schedule 1 are the year-end audited financial statements required by Section 6.05(a) of the Agreement for the fiscal year of the City ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section.

2. The undersigned has reviewed and is familiar with the terms of the Agreement and has made or has caused to be made under his/her supervision, a review of the transactions and condition (financial or otherwise) of the City during the accounting period covered by the attached financial statements.

3. A review of the activities of the City during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the City performed and observed all its Obligations under the Related Documents, and

[select one:]

[to the best knowledge of the undersigned during such fiscal period, the City performed and observed each covenant and condition of the Related Documents applicable to it, and no Default or Event of Default has occurred and is continuing.]

--or--

[the following covenants or conditions have not been performed or observed and the following is a list of each such Default or Event of Default and its nature and status:]

4. The representations and warranties of the City contained in Article V of the Agreement are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Certificate, the representations and warranties contained in Section 5.6 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 6.5 of the Agreement, including the statements in connection with which this Certificate is delivered.

5. Attached are true and accurate calculations demonstrating compliance with the financial covenant(s) set forth in Section 6.11 of the Agreement for the periods specified in such attachment.

Delivery of an executed counterpart of a signature page of this Certificate by fax transmission or other electronic mail transmission (*e.g.* "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of ______________, _____.

CITY OF SANTA CLARA, CALIFORNIA

By:____________________________________
Name: ________________________________
Title: _________________________________

EXHIBIT C

FORM OF REVOLVING CREDIT ADVANCE REQUEST

City of Santa Clara
Finance Department
1500 Warburton Avenue
Santa Clara, California 95050
Attention: **[Director of Finance]**
Telephone: **[____________]**
Email: **[________]**
(the *"City"*)

TD Public Finance, LLC
One Vanderbilt Avenue, 14th Fl
New York, New York 10017
Attention: **[____________]**
Telephone: **[____________]**
Email: **[____________]**
(the "*Lender*")

The City hereby requests an Advance in the amount of $___________ pursuant to Section 2.2 of that certain Revolving Credit Agreement by and between the City and the Lender dated June 1, 2026 (as amended, restated or otherwise modified from time to time, the *"Agreement"*). **[The City hereby requests that such Advance be a (select one) [Base Rate Loan or SOFR Loan].] [If a SOFR Loan, the Interest Period for such Advance is ____]**. The proposed date of the Advance is ___________.

The City hereby represents and warrant to the Lender as follows:

(a) There exists no Default or Event of Default under the Agreement.

(b) All representations, warranties and covenants made in the Agreement are true and correct as of the date hereof.

(c) The aggregate principal amount of all Advances outstanding hereunder are $_____.

[(d) The number of SOFR Loans after giving effect to this Advance are ____ (cannot exceed___).]

CITY OF SANTA CLARA, CALIFORNIA

By:____________________________________
Name: _______________________________
Title: ________________________________

Date: ____________________, 20__

EXHIBIT "D"

FORM OF NOTICE OF EXTENSION/CONVERSION

Dated as of: ______________

TD Public Finance, LLC
One Vanderbilt Avenue, 14th Fl
New York, New York 10017
Attention: **[____________]**
Telephone: **[____________]**
Email: **[____________]**

Ladies and Gentlemen:

This irrevocable Notice of Conversion/Continuation (the *"Notice"*) is delivered to you under Section 2.5 of the Revolving Credit Agreement dated as of _____________, 2026 (as amended, restated or otherwise modified from time to time, the *"Agreement"*), by and between the City of Santa Clara, California (the "*City*") and TD Public Finance, LLC, as lender (the *"Lender"*).

1. This Notice is submitted for the purpose of:

(Check one and complete applicable information in accordance with the Agreement.)

☐ Converting all or a portion of a Base Rate Loan into a SOFR Loan

(a) The aggregate outstanding principal balance of such Loan is $__________.

(b) The principal amount of such Loan to be converted is $___________.

(c) The requested effective date of the conversion of such Loan is _________.

(d) The requested Interest Period applicable to the converted Loan is ______.

☐ Converting a portion of SOFR Loan into a Base Rate Loan

(a) The aggregate outstanding principal balance of such Loan is $__________.

(b) The last day of the current Interest Period for such Loan is ___________.

(c) The principal amount of such Loan to be converted is $____________.

(d) The requested effective date of the conversion of such Loan is _________.

☐ Continuing all or a portion of a SOFR Loan as a SOFR Loan

(a) The aggregate outstanding principal balance of such SOFR Loan is $__________.

(b) The last day of the current Interest Period for such Loan is ____________.

(c) The principal amount of such SOFR Loan to be continued is $_____________.

(d) The requested effective date of the continuation of such SOFR Loan is ________.

(e) The requested Interest Period applicable to the continued SOFR Loan is ______.

2. All of the conditions applicable to the conversion or continuation of the Loan requested herein as set forth in the Agreement have been satisfied or waived as of the date hereof and will remain satisfied or waived to the date of such Loan.

3. No Default or Event of Default Exists

4. Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Agreement.

IN WITNESS WHEREOF, the undersigned, on behalf of the City, has executed this Notice of Conversion/Continuation this ____ day of __________, 20___.

CITY OF SANTA CLARA, CALIFORNIA

By:____________________________________
Name: ______________________________
Title: _______________________________