

## TERMINATION AGREEMENT

Termination Agreement (this "Termination Agreement") dated as of April \_\_, 2022 between CITIGROUP FINANCIAL PRODUCTS INC. (formerly known as Salomon Brothers Holding Company Inc) ("Party A") and NORTHERN CALIFORNIA POWER AGENCY ("Party B").

WHEREAS, Party A and Party B are parties to an ISDA Master Agreement, dated as of June 15, 2000 (the "Master Agreement"), and a Schedule to the Master Agreement and an ISDA Credit Support Annex thereto, each dated as of June 15, 2000 (the "Schedule" and, collectively with the Master Agreement, the "Agreement");

WHEREAS, in accordance with the terms of the Agreement, Party A and Party B have heretofore entered into a Transaction pursuant to a Confirmation (MSD00447), dated November 24, 2004, with an initial Notional Amount equal to USD 85,160,000 and a Termination Date of July 1, 2032 (the "Transaction"); and

WHEREAS, the parties have agreed to terminate their obligations under the Transaction;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, it is hereby agreed as follows:

1. Payment and Termination.

(a) Subject to Paragraph 1(c) below, the Transaction is hereby terminated as of January \_\_, 2022 and neither Party A nor Party B shall have any obligations thereunder following the date hereof other than with respect to the payment of the Termination Amount (as defined in the immediately succeeding sentence) to Party A as specified herein. In full consideration of this Termination Agreement and in complete satisfaction of all obligations of all of the parties in respect of the Transaction, Party B shall pay to Party A on April \_\_, 2022 the amount of \$\_\_\_\_\_ (the "Termination Amount") (which includes all accrued but unpaid regularly scheduled payments under the Transaction).

(b) The Termination Amount shall be paid by Party B to Party A in immediately available funds to the following account:

Citibank, N.A.  
ABA # 021000089  
Account No. 00167679  
Reference: MSD00447

(c) (i) This Termination Agreement shall have no force or effect (other than with respect to the terms of this Paragraph 1(c)) unless Party B's Hydroelectric Project Number One Revenue Bonds, 2022 Refunding Series A and 2022 Taxable Refunding Series B (collectively, the "Bonds") are issued on or prior to 3:00 p.m. on April \_\_, 2022 (the "Expected Issuance Date").

REF: MSD00447

In the event that the Bonds are not issued on or prior to the Expected Issuance Date, the terms of the Transaction shall remain in effect and Party A in consultation with and subject to the approval of Party B, NCPA CFO or his designee, and Party B's swap advisor, PFM Swaps Advisors LLC, will determine, in good faith and in a commercially reasonable manner on the Expected Issuance Date, the Continuation Value, if any, in connection with reinstating the terms of the Transaction as set forth in the Confirmation. Party A shall use its best efforts to notify Party B of the Continuation Value by 12:00 noon, New York time, one (1) Business Day following the Expected Issuance Date.

(ii) If the Continuation Value is a positive number, an amount equal to the Continuation Value will be payable by Party A to Party B on the Continuation Value Payment Date; and (ii) if the Continuation Value is a negative number, an amount equal to the absolute value of the Continuation Value will be payable by Party B to Party A on the Continuation Value Payment Date. Promptly following the Expected Issuance Date, Party A shall deliver an amended and restated Confirmation to Party B reflecting the payment of the Continuation Value and Party B shall execute and return such Confirmation to Party A or request correction of any error within five Business Days of receipt. Each of the parties hereby agrees to deliver to the other party all documentation related to such revised Confirmation as reasonably requested by the other party, including, but not limited to, opinions of counsel.

(iii) As used in this Section 1(c):

(A) "Continuation Value" shall mean an amount that Party A reasonably determines in good faith, in consultation with Party B and its swap advisor, PFM Swap Advisors LLC, to be its total losses and costs (expressed as a negative number) or gain (expressed as a positive number) in connection with continuing the terms of the Transaction evidenced by the Confirmation, including any loss of bargain, cost of funding or, at the election of Party A but without duplication, loss or cost (including without limitation reasonable attorney's fees) incurred by Party A as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position (or any gain resulting therefrom); and

(B) "Continuation Value Payment Date" shall mean the second (2nd) Business Day following the Expected Issuance Date.

(iv) The parties agree that the failure of either party to perform any of its obligations in this Section 1(c) shall be deemed to be an Event of Default under the Agreement with respect to such party as the Defaulting Party.

2. Representations. Each party hereto represents to the other party hereto that:

(a) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation;

(b) it has the power and authority to execute and deliver this Termination Agreement;

(c) the person executing this Termination Agreement on its behalf is duly authorized to do so;

(d) its execution, delivery and performance of this Termination Agreement do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(e) it has obtained all governmental and other consents, if any, that it is required to obtain in connection with its execution and delivery of this Termination Agreement, all such consents are in full force and effect and all conditions of any such consents have been complied with; and

(f) its obligations under this Termination Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application, regardless of whether enforcement is sought in a proceeding in equity or in law, and with respect to Party B, to the limitations on legal remedies against public agencies in the State of California).

### 3. Additional Representations of Party B.

(a) Party B represents to Party A that it is an "eligible contract participant" within the meaning of Section 1a(18) of the Commodity Exchange Act. Party B represents to Party A that it is (1) a governmental entity (including the United States, a State, or a foreign government), or political subdivision of a governmental entity, or (2) an instrumentality, agency, or department of an entity described in clause (1), and, in either case (1) or (2), it owns and invests on a discretionary basis \$50,000,000 or more in investments, or otherwise satisfies the requirements of Section 1a(18)(A)(vii)(III) of the Commodity Exchange Act, as amended.

(b) In connection with this Termination Agreement, Party B agrees that (i) Party A is acting and has acted solely as a principal and not as an agent, advisor or fiduciary of Party B, (ii) Party A has not assumed a fiduciary responsibility in favor of Party B with respect to this Termination Agreement and (iii) nothing in this Termination Agreement or in any prior relationship between Party A and Party B will be deemed to create an advisory, fiduciary or agency relationship between Party A and Party B in respect of this Termination Agreement (whether or not Party A, or any affiliate of Party A, has provided or is currently providing other services to Party B on related or other matters). In addition, Party B acknowledges that it has (i) determined, without reliance upon Party A or any of its affiliates, the financial and economic risks and merits, as well as the legal, tax and accounting characterizations and consequences, of this Termination Agreement and it is capable of assuming such risks, (ii) consulted with its own legal, tax, accounting and financial advisors to determine whether this Termination Agreement is in its best interest and made an independent analysis and decision to enter into this Termination Agreement based on such advice and (iii) retained PFM Swap Advisors LLC as its qualified independent representative and has relied on PFM Swap Advisors LLC to provide advice to it with respect to this Termination Agreement.

4. Documents to be Delivered. (a) The following documents shall be delivered by Party B to Party A promptly upon execution of this Termination Agreement:

REF: MSD00447

(i) an opinion of counsel to Party B with respect to the enforceability of this Termination Agreement against Party B, addressed to Party A and National Public Finance Guarantee Corporation (“National”);

(ii) evidence reasonably satisfactory to Party A of the authority and genuine signature of the individual signing this Termination Agreement on behalf of Party B to execute the same; and

(iii) a certified copy of the resolution or resolutions (or the equivalent thereof) of the governing body of Party B, certified by an appropriate official of Party B, pursuant to which Party B is authorized to enter into this Termination Agreement.

(b) The following documents shall be delivered by Party A to Party B promptly upon execution of this Termination Agreement:

(i) an opinion of counsel to Party A with respect to the enforceability of this Termination Agreement against Party A, addressed to Party B and National; and

(ii) evidence reasonably satisfactory to Party B of the authority and genuine signature of the individual signing this Termination Agreement on behalf of Party A to execute the same.

5. Governing Law. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine.

6. Counterparts. This Termination Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first above written.

CITIGROUP FINANCIAL PRODUCTS INC.

By: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

By: \_\_\_\_\_

Acknowledged and Agreed to by:

NATIONAL PUBLIC FINANCE GUARANTEE CORPORATION (as agent for MBIA Insurance Corporation) as reinsurer, pursuant to the Amended and Restated Quota Share Reinsurance Agreement (the "MBIA Reinsurance Agreement"), effective as of January 1, 2009, by and between MBIA Insurance Corporation ("MBIA") and MBIA Insurance Corp. of Illinois (renamed National Public Finance Guarantee Corporation), of Interest Rate Swap Insurance Policy No. 45349 (the "Policy") and as the Administrator for MBIA pursuant to the Amended and Restated Administrative Services Agreement, dated as of February 17, 2009, between MBIA and National. By its execution hereof, National consents to the termination of the Transaction on the terms and conditions set forth herein and acknowledges that if the Bonds are not issued on or prior to the Expected Issuance Date, the Transaction shall continue in full force and effect and the Policy shall remain in full force and effect with respect to the Transaction.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_