UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

[Insert Date], 2022

County Sanitation District No. 2 of Los Angeles County 1955 Workman Mill Road P.O. Box 4998 Whittier, CA 90607

RE: WIFIA Loan Term Sheet for the Joint Water Pollution Control Plant Effluent Outfall Tunnel Project with the Joint Outfall Districts of the County Sanitation Districts of Los Angeles County (WIFIA Project No. 18114CA)

Ladies and Gentlemen:

This WIFIA Loan Term Sheet (this "Term Sheet") constitutes (a) the approval of the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency (hereinafter, the "USEPA"), of the application for credit assistance of the Borrowers (as defined below) (the "Application") and (b) the agreement of USEPA to provide financing for the above-referenced project (as further described below, the "Project") in the form of a secured loan (the "WIFIA Loan"), pursuant to the Water Infrastructure Finance and Innovation Act ("WIFIA"), § 5021 et seq. of Public Law 113-121 (as amended by Public Law 114-94, Public Law 114-322, Public Law 115-270 and Public Law 117-58) (the "Act"), codified as 33 U.S.C. §§ 3901-3914, subject in all respects to (i) the terms and conditions contained herein and (ii) the execution and delivery of the WIFIA loan agreement to be entered into on or after the date hereof (the "WIFIA Loan Agreement") on terms and conditions acceptable to USEPA contained therein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the WIFIA Loan Agreement.

USEPA's agreement to provide WIFIA credit assistance to the Project is based upon the Application and the supplemental information and documents, including the base case financial model, provided to USEPA. This Term Sheet is an agreement of USEPA only to the terms specified herein, which may be modified or supplemented by USEPA in its discretion at any time and from time to time during the course of its due diligence and credit approval process.

By executing this Term Sheet, each Borrower confirms its agreement to reimburse USEPA on a joint and several basis for any and all fees and expenses that USEPA incurs for legal counsel, financial advice, and other consultants in connection with the evaluation of the Project and the negotiation and preparation of the WIFIA Loan Agreement and related documents, whether or not such agreement is ultimately executed.

This Term Sheet shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable, and the internal laws of the State of California, if and to the extent such federal laws are not applicable.

INDICATIVE TERMS OF THE WIFIA LOAN

| WIFIA LENDER | United States Environmental Protection Agency, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency (the "WIFIA Lender"). |
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| BORROWERS | Los Angeles County Sanitation District No. 1, District No. 2, District No. 3, District No. 5, District No. 8, District No. 15, District No. 16, District No. 17, District No. 18, District No. 19, District No. 21, District No. 22, District No. 23, District No. 28, District No. 29, District No. 34 and South Bay Cities Sanitation District, each such entity a county sanitation district organized and existing under and by virtue of the laws of the State (the "Borrowers"). The obligations of the Borrowers under the WIFIA Loan Agreement are several, and not joint, obligations. Each Borrower shall be responsible only for its Shared Project Percentage of the costs of the Project and shall not be responsible for the Shared Project Percentage of such costs of any other Borrower. |
| PROJECT | The "Project" means the Joint Water Pollution Control Plant ("JWPCP") Effluent Outfall Tunnel Project, which will include the construction of (a) one (1) eighteen (18)-foot diameter, seven (7)-mile long JWPCP effluent outfall tunnel that will handle current and future flows while providing seismic resistance and system redundancy and (b) two (2) shaft sites (the JWPCP West shaft site and the Royal Palms shaft site) and related facilities to support the construction activities. The Project is located in the cities of Los Angeles, Carson and Rancho Palos Verdes, California. |
| WIFIA LOAN AMOUNT | A maximum principal amount (sum of disbursements) not to exceed \$441,169,005; provided that (a) the maximum principal amount of the WIFIA Loan, together with the amount of any other credit assistance provided under the Act, shall not exceed fortynine percent (49%) of reasonably anticipated Eligible Project Costs, (b) the total federal assistance for the Project, including but not limited to the maximum principal amount of the WIFIA Loan and all federal grants, shall not exceed eighty percent (80%) of Total Project Costs and (c) such maximum principal amount does not include any interest that may be capitalized in accordance with the WIFIA Loan Agreement and added to the principal amount of the WIFIA Loan. |
| INTEREST RATE | The WIFIA Loan shall bear interest at a fixed rate, calculated by adding one basis point (0.01%) to the rate of securities of a similar maturity (based on the weighted-average life of the WIFIA Loan) as published, on the execution date of the WIFIA Loan |

| | Agreement, in the United States Treasury Bureau of Public Debt's daily rate table for State and Local Government Series (SLGS) securities, currently located on the Internet at https://www.treasurydirect.gov/GA-SL/SLGS/selectSLGSDate.htm. |
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| | Interest shall accrue and be computed on the Outstanding WIFIA Loan Balance on the basis of a 360-day year of twelve (12) thirty (30) day months. |
| | The WIFIA Loan shall also bear default interest at a rate of two hundred (200) basis points above the otherwise applicable interest rate, at such times and upon such terms as provided in the WIFIA Loan Agreement. |
| PAYMENT DATES | Principal of the WIFIA Loan shall be repaid in semi-annual installments on March 15 and September 15 of each year, beginning on March 15, 2028. |
| | Interest on the WIFIA Loan shall be paid in arrears on March 15 and September 15 of each year, beginning on the debt service payment commencement date, which shall in no event be later than five (5) years after the Substantial Completion Date of the Project. |
| | Subject to the terms and conditions of the WIFIA Loan Agreement, no principal or interest shall be paid during the capitalized interest period. |
| FINAL MATURITY DATE | The earlier of (a) September 15, 2057 and (b) the Principal Payment Date immediately preceding the date that is thirty-five (35) years following the Substantial Completion Date. |
| PROJECTED SUBSTANTIAL COMPLETION DATE | December 31, 2027. |
| DEDICATED SOURCE OF REPAYMENT | The dedicated source of repayment for the WIFIA Loan shall be each Borrower's Net Revenues derived from such Borrower's Sewerage System in accordance with the Master Obligation Agreement. |
| | "Collateral" means, with respect to each Borrower, (a) such Borrower's Revenues and (b) any other amounts held in such Borrower's Operating Fund and Senior Obligation Payment Fund (but not any such Revenues or other amounts held in such Borrower's Subordinate Obligation Payment Fund, Rate Stabilization Fund or Surplus Fund). |
| SECURITY AND LIEN PRIORITY | The WIFIA Loan shall be secured by a pledge on each Borrower's Collateral. The debt obligation of the Borrowers under the WIFIA Loan shall be evidenced through the issuance by the Borrowers of the WIFIA Note. Each of the WIFIA Loan Agreement and the |

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WIFIA Note shall be a "Senior Contract" and a "Senior Obligation Instrument", and the payments thereunder shall be "Senior Obligations" for purposes of and as defined under the Master Obligation Agreement. The Lien on each Borrower's Collateral to secure the WIFIA Loan for the benefit of the WIFIA Lender shall be (a) *pari passu* in right of payment and right of security to the Lien on such Borrower's Collateral in favor of the other Senior Obligations of such Borrower and (b) senior in right of payment and right of security to the Lien on such Borrower's Collateral in favor of the Subordinate Obligations of such Borrower.

Each Borrower shall deposit in its Operating Fund all of such Borrower's Revenues as and when received. Amounts deposited in such Operating Funds shall be applied in the order of priority described, and in accordance with, the Flow of Funds.

FLOW OF FUNDS

Each Borrower shall comply the requirements set forth in Section 3.03 (Allocation of Revenues) of the Master Obligation Agreement.

As of the Effective Date, such section provides, *inter alia*, that each Borrower (a) shall pay from such Borrower's Operating Fund all of its Operation and Maintenance Costs as and when the same shall be due and payable, and (b) after having paid, or having made provision for the payment of, such Borrower's Operation and Maintenance Costs, shall, on the last Business Day of each month, set aside and deposit, transfer or pay, as the case may be, legally available Net Revenues from its Operating Fund in the amounts set forth below in the following order of priority (including curing any existing deficiency in deposit, transfers or payments required on any prior date), the requirements of each deposit, transfer or payment of each priority to be fully satisfied, leaving no deficiencies, prior to any deposit, transfer or payment later in priority:

(a) *First*, deposit in its Senior Obligation Payment Fund, an amount that, together with other amounts on deposit therein, is at least equal to the sum of Accrued Debt Service on each of the Outstanding Senior Obligations of such Borrower plus certain other amounts with respect to the Outstanding Senior Obligations of such Borrower; provided that with respect to any such Senior Obligations that are Shared Project Obligations, for purposes of determining the amount to be deposited, the Accrued Debt Service shall be an amount equal to the product of (i) such Borrower's Shared Project Percentage with respect to such Shared Project Obligations, times (ii) the amount of such Accrued Debt Service;

- (b) Second, if such Borrower is a member of one or more Support Groups with respect to Supported Obligations that are Senior Obligations, transfer to each Supported District to which a Support Payment is due an amount equal to such Support Payment;
- (c) *Third*, if such Borrower has incurred one or more Senior Obligations for which a Debt Service Reserve Fund has been established, transfer to the Obligee of such Senior Obligations, or the designee of such Obligee, for deposit in such Debt Service Reserve Fund, one-twelfth (1/12) of the amount necessary to cure certain deficiencies with respect thereto; <u>provided</u> that with respect to any such Senior Obligations that are Shared Project Obligations, for purposes of determining the amount to be deposited, such amount shall be equal to the product of (i) such Borrower's Shared Project Percentage with respect to such Shared Project Obligations, times (ii) one-twelfth (1/12) of the amount necessary to cure the relevant deficiency;
- (d) Fourth, pay to each Credit Support Provider providing a Credit Support Instrument for Senior Obligations of such Borrower, the Excess Reimbursement Obligations, if any, payable by such Borrower to such Credit Support Provider as of the last day of such month in accordance with the related Credit Support Agreement; provided that with respect to any such Senior Obligations that are Shared Project Obligations, for purposes of determining the amount to be to be paid pursuant to this paragraph (d), such amount shall be equal to the product of (i) such Borrower's Shared Project Percentage with respect to such Shared Project Obligations, times (ii) the amount of such Excess Reimbursement Obligations;
- (e) *Fifth*, pay to each Reserve Guaranty Provider providing a Reserve Guaranty for Senior Obligations of such Borrower, the interest payable with respect to any draw on such Reserve Guaranty, payable by such Borrower to such Reserve Guaranty Provider as of the last day of such month in accordance with the related Reserve Guaranty Agreement; provided that with respect to any such Senior Obligations that are Shared Project Obligations, for purposes of determining the amount to be to be paid pursuant to this paragraph (e), such amount shall be equal to the product of (i) such Borrower's Shared Project Percentage with respect to such Shared Project Obligations, times (ii) the balance of such amount so payable.
- (f) *Sixth*, pay to each Qualified Swap Counterparty providing a Qualified Swap Agreement with respect to Senior Obligations of such Borrower, any Termination Payment with respect to such Qualified Swap Agreement payable by such Borrower to such

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| | Qualified Swap Counterparty as of the last day of such month in accordance with such Qualified Swap Agreement; <u>provided</u> that with respect to any such Obligations that are Shared Project Obligations, for purposes of determining the amount to be to be paid pursuant to this paragraph (f), such amount shall be equal to the product of (i) such Borrower's Shared Project Percentage with respect to such Shared Project Obligations, times (ii) the balance of such amount so payable; |
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| | (g) Seventh, if such Borrower has received one or more Support Payments with respect to Supported Obligations that are Senior Obligations from one or more Supporting Districts, transfer to each such Supporting District, in repayment of each Support Payment made by such Supporting District, the amount, if any, of such Support Payment that has not, as of such date, been repaid in full; |
| | (h) <i>Eighth</i> through <i>Fourteenth</i> , make transfers comparable to those set forth in steps <i>First</i> through <i>Seventh</i> , as applicable, with respect to such Borrower's Subordinate Obligations; |
| | (i) <i>Fifteenth</i> , such Borrower may transfer all or a portion of the Net Revenues remaining in its Operating Fund to its Rate Stabilization Fund, subject to certain conditions and limitations as provided in the Master Obligation Agreement; and |
| | (j) Sixteenth, such Borrower may transfer all or a portion of the Net Revenues remaining in its Operating Fund to its Surplus Fund, subject to certain conditions and limitations as provided in the Master Obligation Agreement. |
| | In the event that, on any transfer date, the relevant Borrower has insufficient Net Revenues to make all of the transfers required at a specific priority of the Flow of Funds (other than priorities <i>Fifteenth</i> and <i>Sixteenth</i>) on such transfer date, then the transfers at the specific priority where the deficiency arises shall be made, as nearly as practicable, pro rata, based on the respective amounts required to be transferred at such priority on such date. |
| PREPAYMENT | The Borrowers may prepay the WIFIA Loan in whole or in part, without penalty or premium; <u>provided</u> that any such prepayment shall be in a minimum principal amount of \$1,000,000 or any integral multiple of \$1.00 in excess thereof, and otherwise in accordance with the WIFIA Loan Agreement. |
| RATE COVENANT | The Borrowers shall comply with the requirements specified in Section 5.07 (Amounts of Rates and Charges) of the Master Obligation Agreement. |
| | As of the Effective Date, such section requires that each Borrower shall, to the extent permitted by applicable law, fix, prescribe and |

collect rates and charges for the services of its Sewerage System that will be at least sufficient to yield during each Borrower Fiscal Year (i) Revenues of such Borrower for such Borrower Fiscal Year sufficient to make all deposits, transfers and payments required pursuant to the Master Obligation Agreement to be made in such Borrower Fiscal Year, including (A) payments of Operation and Maintenance Costs, and (B) all deposits, transfers and payments required by paragraphs (i) through (xiv) of Section 3.03(c) of the Master Obligation Agreement, and (ii) a Senior Debt Service Coverage Ratio of such Borrower for such Borrower Fiscal Year of not less than 1.25:1.

A Borrower may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless its Revenues and Senior Debt Service Coverage Ratio from such reduced rates and charges will at all times be sufficient to meet the requirements of the above paragraph.

ADDITIONAL INDEBTEDNESS

No Borrower shall create, incur or suffer to exist (a) any obligations (i) the payments with respect to which are senior or prior in right to the payment by such Borrower of the WIFIA Loan and the other Senior Obligations of such Borrower or (ii) secured by a Lien on such Borrower's Collateral that is senior to the Lien on such Borrower's Collateral in favor of the WIFIA Lender or (b) any obligations, all or a portion of the proceeds of which are or will be applied at any time to fund all or any portion of Total Project Costs, that are secured by a Lien on any assets or property of such Borrower other than such Borrower's Collateral.

No Borrower shall issue or incur any Additional Obligations except in accordance with Section 4.01 (*Senior Obligations*) and Section 4.02 (*Subordinate Obligations*) of the Master Obligation Agreement.

As of the Effective Date, such sections provide that a Borrower may from time to time, in order to finance or refinance a project, incur additional Senior Obligations, but only subject to the satisfaction of the following conditions, among others:

- (a) at the time of incurrence of such Senior Obligations, and after giving effect to such incurrence, no Event of Default with respect to such Borrower shall have occurred and be continuing under the Master Obligation Agreement;
- (b) such Borrower shall have delivered to the Master Trustee, at the time of incurrence of such Senior Obligations, a Written Certificate of such Borrower certifying that, upon the incurrence

| | of such Senior Obligations, no Obligation Default Event will exist with respect to any Senior Obligations of such Borrower; |
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| | (c) such Borrower shall have delivered to the Master Trustee, at the time of incurrence of such Senior Obligations, copies of such Senior Obligations and the Obligation Instrument pursuant to which such Senior Obligations are incurred, together with a Written Certificate of such Borrower certifying that such copies so delivered to the Master Trustee are true and correct copies of such Senior Obligations and such Obligation Instrument and that, as of such time, neither such Senior Obligations nor such Obligation Instrument has been amended, supplemented or otherwise modified; and |
| | (d) subject to certain exceptions, such Borrower shall have delivered to the Master Trustee, at the time of incurrence of such Senior Obligations, a Written Certificate of such Borrower demonstrating that, for any twelve (12) consecutive calendar months during the twenty-four (24) calendar month period ending prior to the date of incurrence of such Senior Obligations (i) the Assumed Senior Debt Service Coverage Ratio for such Borrower is not less than 1.25:1 and (ii) all deposits, transfers and payments required by paragraphs (viii) through (xiv) of Section 3.03(c) of the Master Obligation Agreement were made in such twelve (12) consecutive calendar month period. |
| RESTRICTED PAYMENTS AND TRANSFERS | No Borrower shall permit its Revenues, or any funds in any of its respective Funds and Accounts or in any other fund or account held by or on behalf of such Borrower, other than any fund or account in respect of such Borrower's Solid Waste System, to be paid or transferred or otherwise applied for purposes other than ownership, operation or maintenance of such Borrower's Sewerage System (subject to any required Support Payments to be made pursuant to the terms of the WIFIA Loan Agreement and the Master Obligation Agreement). |
| SUPPORT PAYMENTS | For purposes of the Master Obligation Agreement, the Project is a "Shared Project", the Borrowers are a "Shared Project Group" and a "Support Group" and the WIFIA Loan is a "Shared Project Obligation" and a "Supported Obligation", as each such term is defined under the Master Obligation Agreement. |
| | If, in any month, a Borrower that is a member of a Support Group for Supported Obligations determines that it will have a Supported Obligations Deficit Amount in respect of such Supported Obligations, such Borrower (being the Supported District), shall, as soon as possible, but in any event no later than the fifth (5 th) Business Day immediately preceding the last day of such month, notify each other Borrower that is a member of such Support |

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Group (being the Supporting Districts) (a) that such Supported District has determined that it will have a Supported Obligations Deficit Amount in respect of such Supported Obligations in such month, and (b) of such Supported Obligations Deficit Amount. Each such Supporting District so notified of such Supported Obligations Deficit Amount shall be obligated to make a Support Payment in respect thereof, which Support Payment shall be equal to the lesser of (i) an amount equal to the product of (A) such Supported Obligations Deficit Amount, times (B) a fraction, the numerator of which is the Shared Project Percentage of such Supporting District with respect to such Supported Obligations, and the denominator of which is the sum of the Shared Project Percentages of all Supporting Districts with respect to such Supported Obligations, and (ii) an amount equal to twenty percent (20%) of the Supported Obligations Transfer Amount of such Supporting District for such month in respect of such Supported Obligations. Each of such Supporting Districts so notified in such month shall, in accordance with paragraph (ii) or (vii) of Section 3.03(c) of the Master Obligation Agreement, as applicable, on the last Business Day of such month, transfer from its Operating Fund to such Supported District an amount equal to such Supporting District's Support Payment for such month in respect of such Supported Obligations, or such other amount as is required to be so transferred pursuant to such paragraph. Upon receipt of any of such Support Payments, such Supported District shall immediately transfer such Support Payment to such Supported District's Senior Obligation Payment Fund. Such Supported District shall, as and when such amount becomes available therefor pursuant to paragraph (vii) or (xiv) of Section 3.03(c) of the Master Obligation Agreement, as applicable, transfer to each such Supporting District, an amount equal to such Support Payment made by such Supporting District, or such other amount as is required to be so transferred pursuant to such paragraph. WIFIA LOAN The WIFIA Loan shall be subject to the preparation, execution DOCUMENTATION and delivery of the WIFIA Loan Agreement, the WIFIA Note and any other loan documentation required by the WIFIA Lender in connection therewith, in each case acceptable to the WIFIA Lender and the Borrowers, which will contain certain conditions precedent, representations and warranties, affirmative and negative covenants, events of default, and other provisions as agreed between the WIFIA Lender and the Borrowers. **GOVERNING LAW** Federal laws of the United States of America, if and to the extent such federal laws are applicable, and the internal laws of the State

| | of California, if and to the extent such federal laws are not applicable. |
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| COUNTERPARTS | This Term Sheet, and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic delivery of an executed counterpart of a signature page shall be effective as delivery of an original executed counterpart. |

[Signature pages follow]

If the foregoing terms are acceptable, please countersign this letter in the space indicated below.

Sincerely,

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

| By: | | |
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| Name: | Michael S. Regan | |
| Title: | Administrator | |

ACKNOWLEDGED AND AGREED:

COUNTY SANITATION DISTRICT NO. 1 OF LOS ANGELES COUNTY,

by its authorized representative

| By: |
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| Name: Title: |
| Title: |
| |
| COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, |
| by its authorized representative |
| |
| By: |
| Name: Title: |
| Title: |
| |
| COUNTY SANITATION DISTRICT NO. 3 OF LOS ANGELES COUNTY, |
| by its authorized representative |
| |
| By: |
| Name: Title: |
| Title: |
| COUNTY CANITATION DISTRICT NO. 5 |
| COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY, |
| by its authorized representative |
| |
| By: |
| Name: Title: |
| Title. |

OF LOS ANGELES COUNTY, by its authorized representative By: Name: Title: **COUNTY SANITATION DISTRICT NO. 15** OF LOS ANGELES COUNTY, by its authorized representative By: Name: Title: **COUNTY SANITATION DISTRICT NO. 16** OF LOS ANGELES COUNTY. by its authorized representative By: Name: Title: **COUNTY SANITATION DISTRICT NO. 17**

OF LOS ANGELES COUNTY, by its authorized representative

By: _ Name: Title:

COUNTY SANITATION DISTRICT NO. 8

OF LOS ANGELES COUNTY, by its authorized representative By: Name: Title: **COUNTY SANITATION DISTRICT NO. 19** OF LOS ANGELES COUNTY, by its authorized representative By: Name: Title: **COUNTY SANITATION DISTRICT NO. 21** OF LOS ANGELES COUNTY. by its authorized representative By: Name: Title:

COUNTY SANITATION DISTRICT NO. 22

OF LOS ANGELES COUNTY, by its authorized representative

By: __Name: Title:

COUNTY SANITATION DISTRICT NO. 18

OF LOS ANGELES COUNTY, by its authorized representative By: Name: Title: **COUNTY SANITATION DISTRICT NO. 28** OF LOS ANGELES COUNTY, by its authorized representative By: Name: Title: **COUNTY SANITATION DISTRICT NO. 29** OF LOS ANGELES COUNTY. by its authorized representative By: Name: Title:

COUNTY SANITATION DISTRICT NO. 23

COUNTY SANITATION DISTRICT NO. 34 OF LOS ANGELES COUNTY, by its outborized representative

by its authorized representative

| By: | | | |
|--------|--|--|--|
| Name: | | | |
| Title: | | | |

SOUTH BAY CITIES SANITATION DISTRICT OF LOS ANGELES COUNTY, by its authorized representative

| By: _ | | | |
|-------|--|--|--|
| Name: | | | |

Title: