LOAN AGREEMENT
BETWEEN THE ESTOM YUMEKA MAIDU TRIBE OF THE ENTERPRISE RANCHERIA AND THE OLIVEHURST PUBLIC UTILITY DISTRICT RELATING TO THE FUNDING OF THE SOUTH COUNTY INFRASTRUCTURE PROJECT (PHASE 1, CONSTRUCTION CONTRACTS NO. 1 AND NO. 2)

THIS LOAN AGREEMENT (this "Agreement") is made and entered into as of the 30th day of October, 2026 (the "Effective Date"), by and between the ESTOM YUMEKA MAIDU TRIBE OF THE ENTERPRISE RANCHERIA, a federally recognized Indian tribe listed in the Federal Register as Enterprise Rancheria of Maidu Indians of California ("Enterprise" or "Lender"), and the OLIVEHURST PUBLIC UTILITY DISTRICT, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq. ("OPUD" or "Borrower"). Enterprise and OPUD may be referred to together as the "Parties" and individually as a "Party."

RECITALS

A. Enterprise, OPUD, and the City of Wheatland ("Wheatland") are parties to that certain Memorandum of Understanding, effective as of September 3, 2026 (the "Funding Agreement"), setting forth how those parties will collectively fund the regional wastewater project known as the South County Infrastructure Project (the "Project").

B. Phase 1 of the Project consists of capital improvements constructed under two construction contracts: the Wheatland Pump Station and Pipelines ("Construction Contract No. 1") and the OPUD Pump Station and Pipelines ("Construction Contract No. 2") (together, "Contracts 1 and 2"), which convey untreated wastewater from Wheatland to the OPUD Wastewater Treatment Plant (the "OPUD WWTP") for treatment and disposal.

C. Article 3 of the Funding Agreement provides that Enterprise, OPUD, and Wheatland will enter into a loan agreement under which Enterprise will loan an amount not to exceed $10,000,000 to fund the Phase 1 improvements under Contracts 1 and 2, to be repaid from Conveyance Fees and other identified sources. This Agreement implements the Enterprise loan contemplated by Article 3 as between Enterprise and OPUD.

D. The improvements necessary for OPUD to accept Wheatland flows at the OPUD WWTP, consisting of wastewater treatment plant reliability, redundancy, repair, replacement, and peak wet weather capacity enhancements (the "WWTP Improvements" or "Contract 3"), are not included within Contracts 1 and 2, are not funded by this Agreement, and are funded separately pursuant to the Funding and Financing Agreement between OPUD and Wheatland relating to Contract 3 (the "Contract 3 Agreement").

E. OPUD and Wheatland are also parties to the Funding and Bridge Loan Agreement relating to the funding of the South County Infrastructure Project (the "Bridge Loan

Agreement"), which establishes the hierarchy of funding sources for the Project and the Parties' understanding that the Enterprise loan is a source of last resort, to be utilized only to the extent other committed sources are insufficient or unavailable.

F. The Parties intend that this Agreement be consistent with, and implement, the material loan terms set forth in Article 3 of the Funding Agreement, and that it be construed harmoniously with the Contract 3 Agreement and the Bridge Loan Agreement.

G. OPUD has determined that the Loan furthers the public purposes of OPUD, and OPUD enters into this Agreement in reliance on the protections set forth herein, including that no Conveyance Fees or other Project revenues shall be the obligation of OPUD except as actually collected, and that no existing OPUD revenues, reserves, or ratepayer charges, and no WWTP Connection Fees or the WWTP Capital Connection Fee Fund, shall be pledged to or used to repay the Loan.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used but not defined in this Agreement have the meanings given to them in the Funding Agreement. As used in this Agreement:

1.1 "Conveyance Fees" means connection fees charged to new development for capacity in the Project's conveyance facilities constructed under Contracts 1 and 2 (i.e., pump stations, pipelines, and related infrastructure conveying wastewater from Wheatland to the OPUD WWTP).

1.2 "WWTP Connection Fees" means connection fees charged to new development for capacity in the OPUD WWTP. WWTP Connection Fees are separate and distinct from Conveyance Fees and shall not be subject to any payment obligation, pledge, or lien in favor of Enterprise or any other lender under this Agreement.

1.3 "WWTP Capital Connection Fee Fund" means the separate capital facilities fund into which OPUD deposits Capacity Fees and WWTP Connection Fees, to be held and expended solely for WWTP capital purposes in accordance with Government Code section 66013.

1.4 "Enterprise Loan Share" means that portion of Conveyance Fees allocated to the facilities funded by the Loan, as determined by the Conveyance Fee study and allocation analysis described in the Funding Agreement.

1.5 "County Loan" means the loan of up to $10,000,000 committed by the County of Yuba to the Project, and "USDA Loan" means the loan applied for by Wheatland from the United States Department of Agriculture, each as described in the Bridge Loan Agreement.

1.6 "Proportional Cost Share" means the Parties' respective shares of the total costs of Contracts 1 and 2, presently estimated at approximately seventy-six percent (76%) borne by Wheatland and twenty-four percent (24%) borne by OPUD, as established in the Bridge Loan Agreement.

2. **THE LOAN.**

2.1 Loan Commitment. Subject to the terms and conditions of this Agreement, Enterprise agrees to loan to OPUD, and OPUD agrees to borrow from Enterprise, a principal sum not to exceed Ten Million Dollars ($10,000,000) in the aggregate for construction of the Phase 1 improvements under Contracts 1 and 2 (the "Loan"); provided that the aggregate principal amount available under this Agreement, together with any amount loaned by Enterprise to Wheatland for the same purpose under any companion instrument, shall not exceed $10,000,000. The final Loan amount shall be the sum total of Loan funds actually disbursed to OPUD and not repaid.

2.2 Purpose; Sole Use. OPUD shall use the Loan proceeds solely to fund the costs of the Phase 1 improvements under Contracts 1 and 2 and for no other purpose. Loan proceeds shall not be applied to Contract 3, the WWTP Improvements, or any cost eligible to be funded from WWTP Connection Fees.

2.3 Reduction of Loan. The amount of the Loan is subject to reduction, and Enterprise shall not be obligated to disburse Loan proceeds, to the extent OPUD, Wheatland, or Enterprise generates additional funds from grants, the County Loan, the USDA Loan, prepaid Conveyance Fees, or any other source available for the Project. Consistent with the Bridge Loan Agreement, the Loan is a source of last resort, to be drawn only to the extent other committed funding sources for Contracts 1 and 2 are insufficient or unavailable.

2.4 Promissory Note. The Loan shall be evidenced by this Agreement and acknowledged by a promissory note in substantially the form attached as Exhibit C, together with such other documentation as may reasonably be required of Enterprise by its lenders to finance the Loan; provided that no such documentation shall impose on OPUD any obligation, pledge, encumbrance, or recourse beyond those expressly set forth in this Agreement.

3. **DISBURSEMENT.** Loan funds will be disbursed on an as-needed basis, i.e., only as and when OPUD requires funds to pay its share of costs of Contracts 1 and 2 that are then due and not then payable from other available Project funding sources, upon the written request of OPUD, allowing Enterprise up to thirty (30) days to process each disbursement request. Interest shall not accrue on any Loan funds until actually disbursed to OPUD. OPUD shall request only such amounts as are then needed to pay

OPUD's share of costs of Contracts 1 and 2 that are not then payable from other available Project funding sources.

4. **INTEREST.**

4.1 Rate. Interest on the outstanding and disbursed principal balance of the Loan shall accrue at a rate equal to the actual rate(s) of interest incurred by Enterprise to finance the Loan, and in no event greater than that rate. Interest shall be simple interest, calculated on the outstanding disbursed principal balance for the actual number of days elapsed on the basis of a 365-day year.

4.2 Documentation of Rate. Enterprise shall provide OPUD with written documentation reasonably evidencing Enterprise's actual cost of funds and any change in that rate. Any change in the interest rate shall be effective only prospectively and only upon OPUD's receipt of such documentation. Absent such documentation, no increase in the rate shall be charged to OPUD.

4.3 No Default or Penalty Interest. No default rate, penalty interest, late charge, or other premium shall apply to the Loan.

4.4 Fee Adjustment for Interest. OPUD and Wheatland shall update the Conveyance Fees to account for interest accruing on the Loan as contemplated by the Funding Agreement.

5. **REPAYMENT.**

5.1 Source of Repayment; Limited Obligation. OPUD shall repay the Loan solely from, and the obligation of OPUD to make payments under this Agreement is limited to and payable solely from, the Enterprise Loan Share of Conveyance Fees actually collected by OPUD and the other Project funding sources identified in Section 6 that are actually received by OPUD. The Loan is a limited obligation of OPUD. Nothing in this Agreement constitutes a general obligation of OPUD or a pledge of OPUD's full faith and credit, and the Loan does not encumber or pledge any existing revenues, reserves, or ratepayer charges of OPUD.

5.2 Allocation Between the Parties. OPUD's repayment obligation under this Agreement is limited to OPUD's Proportional Cost Share of the Loan proceeds drawn for the Project. The repayment of amounts attributable to Wheatland's Proportional Cost Share shall be the responsibility of Wheatland under a separate instrument, and OPUD shall have no obligation or liability for Wheatland's share of the Loan.

5.3 Transmittal of Conveyance Fees. OPUD shall transmit to Enterprise the Enterprise Loan Share of Conveyance Fees within thirty (30) days of collection. The Enterprise Loan Share of all other funds collected by OPUD for the purpose of repaying principal and accrued interest on the Loan shall be transmitted to Enterprise within sixty (60) days of collection.

5.4 Repayment Only as Fees Are Collected. The ability of OPUD to repay the Loan is based on the collection of sufficient Conveyance Fees, and Enterprise agrees that OPUD shall only be required to repay the Loan as such fees and other identified sources are actually collected. No failure of Conveyance Fees to be collected, and no insufficiency of collected Conveyance Fees to repay the Loan, shall constitute a default by OPUD or give rise to any acceleration or recourse against any other OPUD funds. For the avoidance of doubt, to the extent the Enterprise Loan Share of Conveyance Fees and the other identified sources are not collected or are insufficient to repay the Loan, the corresponding principal and accrued interest shall not become payable, and OPUD shall have no obligation to repay the Loan, or any unpaid portion of it, from any other source.

5.5 Application of Payments. Payments shall be credited first to accrued interest and then to principal.

5.6 Renegotiation; Possible Forgiveness. The Parties retain the ability to renegotiate and amend this Agreement, including to provide for the possibility of loan forgiveness, should a lack of development in the area result in insufficient Conveyance Fees to repay the Loan.

6. **ADDITIONAL REPAYMENT SOURCES.** In addition to the Enterprise Loan Share of Conveyance Fees, OPUD shall apply to repayment of the Loan the Enterprise Loan Share of the following sources, to the extent actually received by OPUD and consistent with the Funding Agreement:

6.1 Any bonds, grants, or other available funding sources subsequently acquired by OPUD that could otherwise have been used to reduce the amount of the Loan if available at the time of execution of the Funding Agreement, including prepaid Conveyance Fees and funds acquired under development agreements;

6.2 If OPUD forms an Enhanced Infrastructure Financing District to fund infrastructure that includes any Contract 1 or 2 facilities, the portion of revenue attributable to those facilities;

6.3 If OPUD forms a community facilities district and issues special tax bonds for new development relying on the Project improvements, and a portion of the bond proceeds is used to prepay connection fees otherwise pledged to Enterprise, that portion of those bond proceeds; and

6.4 If OPUD issues bonds secured by sewer service charges from new special sewer service areas, and bond proceeds are used to fund capacity for new development, at least twenty percent (20%) of such proceeds used for new-development capacity.

7. PRIORITY OF PAYMENT; INTERCREDITOR.

7.1 First Position. As provided in the Funding Agreement, repayment of the principal and accrued interest of the Loan from the Enterprise Loan Share of Conveyance Fees is in the first position, with priority over the repayment of any other loan for the Project, including the County Loan.

7.2 Hierarchy. The Enterprise Loan Share of Conveyance Fees and other repayment sources allocated to loan repayment shall be applied in the following order of priority: (A) first, to Enterprise, in the amount of the Enterprise Loan Share; (B) second, to the County of Yuba, in the amount of the County's allocated share of Conveyance Fees; and (C) third, to any other Project lender in proportion to its respective loan balance.

7.3 Exclusion of WWTP Connection Fees. For the avoidance of doubt, WWTP Connection Fees are excluded from this waterfall and shall not be applied to any loan repayment obligation under this Agreement or any other Project loan.

7.4 Coordination. The Parties shall use reasonable efforts to coordinate payment schedules with the County of Yuba and any other Project lender to avoid conflicting claims on Conveyance Fee revenues.

8. WWTP CONNECTION FEES; RING-FENCING OF OPUD FUNDS.

8.1 WWTP Connection Fees Not Pledged. WWTP Connection Fees do not constitute Conveyance Fees, do not trigger any repayment obligation under this Agreement, and shall not be subject to any payment obligation, pledge, lien, or assignment in favor of Enterprise or any other lender. WWTP Connection Fees shall be deposited exclusively into OPUD's WWTP Capital Connection Fee Fund.

8.2 Segregation; No Diversion. The WWTP Capital Connection Fee Fund, the Capacity Fees and WWTP Connection Fees deposited therein, and any repair-and-replacement capital-preservation component adopted by OPUD, shall be reserved and used solely for WWTP capital purposes consistent with Government Code section 66013, and shall not be pledged, assigned, or applied to repay the Loan, the County Loan, the USDA Loan, or any other debt.

8.3 Use of Loan Proceeds. Consistent with the Funding Agreement, Loan proceeds shall be used solely for Contracts 1 and 2 and the directly associated construction management and contingency, and shall not be redirected to any other use.

9. **NO ENCUMBRANCE OF EXISTING REVENUES; NO RATEPAYER FUNDING.** The Loan does not encumber any existing revenues of the Parties. OPUD shall not be required to fund any payment under this Agreement, or any Project cost, cost overrun, or funding shortfall, from its existing operating revenues, reserves, or ratepayer charges without OPUD's express written consent, approved by its Board of Directors in a public meeting. In no event shall existing OPUD ratepayers bear financial responsibility for repayment of the Loan.

10. **TERM.** The Loan shall have an initial term of ten (10) years commencing on the Effective Date, subject to the repayment mechanics set forth in Sections 5 and 6. This Agreement shall remain in effect until the Loan is repaid in full in accordance with its terms or is otherwise discharged, forgiven, or terminated as provided herein.

11. **LOAN ACCOUNTING.** Enterprise shall calculate the outstanding Loan balance and provide an updated balance to the Parties at least once each fiscal year, together with reasonable supporting documentation of disbursements, accrued interest, the applicable interest rate, and payments received.

12. **PREPAYMENT.** OPUD may prepay all or any portion of the outstanding principal balance of the Loan at any time, without premium, penalty, fee, or other charge. Prepayment shall not relieve OPUD of any accrued interest or other amounts that became due and payable before the date of prepayment.

13. **COVENANTS.**

13.1 Fee Adoption and Maintenance. OPUD shall, consistent with the Funding Agreement and applicable law, adopt and charge Conveyance Fees and shall include the Loan within any nexus study adopted after the date of this Agreement that establishes, updates, or escalates such fees. OPUD shall not waive or defer Conveyance Fees that would apply toward the cost of or debt on the Project until all loans tied to the Project are repaid, except to the extent required by applicable law.

13.2 Record Keeping; Audit. OPUD shall maintain accurate books, records, and documentation pertaining to the receipt, disbursement, and use of Loan proceeds and the establishment and collection of Conveyance Fees. Such records shall be retained for not less than three years after the later of (i) the expiration of the term of the Loan and (ii) repayment, discharge, or forgiveness of the Loan in full, and shall be available for inspection or audit by Enterprise upon reasonable notice. This Agreement is subject to examination and audit by the State Auditor as provided by Government

Code section 8546.7.

13.3 Public Works. If any portion of the Loan-funded work consists of public works as defined in Labor Code sections 1720 to 1720.4, OPUD and its contractors and subcontractors shall comply with all applicable California statutes and regulations governing public works, including prevailing wage, apprenticeship, payroll records, contractor registration, bonding, and California Environmental Quality Act requirements.

13.4 Reporting. OPUD shall provide Enterprise with periodic reports reasonably describing the progress of the Phase 1 improvements and the status of Conveyance Fee collection and Loan repayment, as further described in the Funding Agreement.

14. **CONDITIONS PRECEDENT.** Enterprise's obligation to disburse Loan proceeds is subject to: (A) the State Water Resources Control Board executing one or more final grant agreements awarding grant funds for Phase 1 of the Project; (B) acceptance of bids for Contracts 1 and 2 within the Parties' estimated construction costs; (C) OPUD and Wheatland obtaining binding funding commitments collectively sufficient to fund the estimated costs of Contracts 1 and 2; and (D) execution of this Agreement and the promissory note. No condition precedent shall obligate OPUD to accept wastewater flows from Wheatland except as and when provided in the Funding Agreement and the Contract 3 Agreement.

15. **OPUD SUSPENSION AND TERMINATION RIGHTS.**

15.1 Right to Suspend. Notwithstanding any other provision of this Agreement, if at any time OPUD determines that (A) the State Water Resources Control Board grant cannot be applied to the WWTP Improvements, and (B) no alternative binding funding commitment for the WWTP Improvements has been secured within one hundred eighty (180) days of confirmation of such restriction, OPUD may, upon sixty (60) days' written notice, suspend its obligations under this Agreement until adequate funding for the WWTP Improvements is secured. Such suspension shall not constitute a default.

15.2 Right to Terminate. OPUD may terminate this Agreement upon ninety (90) days' written notice if (A) the WWTP Improvements have not been certified as Fully Funded within one hundred eighty (180) days after confirmation that grant funds may not be applied to the WWTP Improvements and the Parties fail to identify and commit alternative funding; (B) OPUD reasonably determines that continued participation would cause OPUD to violate its NPDES permit or other regulatory requirements; or (C) a Project condition precedent remains unsatisfied for more than twelve (12) months following the Effective Date through no fault of OPUD. Upon termination, OPUD shall have no further obligation under this Agreement except for obligations accrued, and amounts actually disbursed and unpaid, prior to the effective

date of termination, which shall remain payable solely from the sources identified in Sections 5 and 6.

16. **REPRESENTATIONS AND WARRANTIES.** OPUD represents and warrants that: (A) there are no legal actions, suits, or proceedings pending or, to OPUD's knowledge, threatened against OPUD that would materially impair OPUD's ability to perform this Agreement; (B) OPUD is not in default of any obligation, judgment, or evidence of indebtedness that would materially impair its performance hereunder; and (C) OPUD is duly authorized to enter into this Agreement.

17. **DEFAULT; REMEDIES.**

17.1 Events of Default. Subject to Section 5.4, the occurrence of any of the following shall constitute a default by OPUD: (A) OPUD fails to transmit to Enterprise the Enterprise Loan Share of Conveyance Fees or other identified sources actually collected when due, and such failure continues for thirty (30) days after written notice from Enterprise; or (B) OPUD fails to perform any other material covenant of this Agreement and such failure continues for thirty (30) days after written notice (which notice shall specify the failure in reasonable detail), unless within that period OPUD submits a reasonable plan to cure.

17.2 Remedies; Limited Recourse. Upon an uncured default, Enterprise's sole and exclusive remedies shall be to enforce OPUD's obligation to transmit the Enterprise Loan Share of Conveyance Fees and other identified sources actually collected, and to pursue such other remedies at law or in equity that do not require payment from, or create any lien or charge upon, any revenues, reserves, or ratepayer charges of OPUD other than the Enterprise Loan Share of Conveyance Fees and other identified sources. Enterprise shall have no right to accelerate the Loan on account of the mere insufficiency or non-collection of Conveyance Fees.

18. **ASSIGNMENT; ASSUMPTION.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Loan may be assumed by another legal entity upon execution of a new loan agreement with Enterprise and payment in full of the existing Loan, whereupon OPUD shall be released from further obligations. Any assignment in violation of this Section is void.

19. **INDEMNIFICATION; CONSEQUENTIAL DAMAGES WAIVER.**

19.1 Mutual Indemnification. Each Party shall indemnify, defend, protect, and hold harmless the other Party, and its officers, employees, volunteers, and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including attorney, expert witness, and consultant fees and litigation costs) of every nature arising out of the indemnifying Party's performance of the Project and caused by the

negligent or willful act or omission of the indemnifying Party and its contractors, subcontractors, employees, and agents, except where caused by the active negligence, sole negligence, or willful misconduct of the other Party or as otherwise provided or limited by law. The obligations under this Section survive termination of this Agreement.

19.2 Consequential Damages Waiver. In no event shall either Party be liable to the other for any loss of profit, or any indirect, incidental, special, punitive, or consequential damages arising out of or relating to this Agreement.

20. **DISPUTE RESOLUTION.** If a dispute arises out of or relates to this Agreement and cannot be settled through negotiation, the Parties shall first attempt in good faith to resolve the dispute through non-binding mediation before resorting to litigation. If any Party commences an action without first submitting the matter to mediation, or refuses to mediate after a request, that Party shall not be entitled to recover attorney's fees it would otherwise be entitled to recover.

21. **MISCELLANEOUS.**

21.1 Relationship to Funding Agreement. This Agreement implements the Enterprise loan described in Article 3 of the Funding Agreement and shall be construed consistently with the Funding Agreement, the Contract 3 Agreement, and the Bridge Loan Agreement. In the event of a conflict between this Agreement and the Funding Agreement as to the material loan terms, the Funding Agreement controls.

21.2 Integration. This Agreement, together with the promissory note and the documents expressly referenced herein, constitutes the complete and integrated expression of the Parties' agreement concerning the Loan and supersedes all prior negotiations and agreements concerning the same subject matter.

21.3 Construction and Interpretation. This Agreement was arrived at through negotiation, and each Party had a full and fair opportunity to revise its terms; the rule that ambiguities are construed against the drafting Party shall not apply.

21.4 No Waiver of Rights. A Party's forbearance or waiver of its rights with respect to any default or matter shall not be deemed a waiver with respect to any subsequent default or matter.

21.5 Binding Effect. Subject to Section 18, this Agreement binds and inures to the benefit of the Parties' respective successors and permitted assigns.

21.6 Amendments. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both Parties.

21.7 Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought in the Superior Court of the State of California in the County of Yuba.

21.8 Attorney's Fees. Subject to Section 20, in any legal action brought to enforce or construe this Agreement or the promissory note, the prevailing Party shall be entitled to an award of reasonable attorney's fees, expert witness and consultant fees, litigation costs, and costs of suit.

21.9 No Third-Party Beneficiaries. This Agreement is intended solely to benefit the Parties and confers no rights on any non-party, including Wheatland, the County of Yuba, the USDA, or the State Water Resources Control Board.

21.10 Notices. Any notice under this Agreement shall be in writing and delivered personally, by prepaid first-class U.S. mail, by nationally recognized overnight courier, or by email with confirmed receipt, addressed as follows:

To Enterprise (Lender):
Enterprise Rancheria
Attn: Tribal Chairperson
2133 Monte Vista Ave, Oroville, CA 95966

To OPUD (Borrower):
Olivehurst Public Utility District
Attn: General Manager
1970 9th Avenue
Olivehurst, CA 95961

21.11 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic signatures complying with applicable law shall have the same effect as handwritten signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ESTOM YUMEKA MAIDU TRIBE OF THE ENTERPRISE RANCHERIA

By: Glenda Nelson
Chairperson, Enterprise Rancheria

Date: 10/28/26

OLIVEHURST PUBLIC UTILITY DISTRICT

By: _____
Board President

Date: _____

ATTEST:

_____

Board Clerk

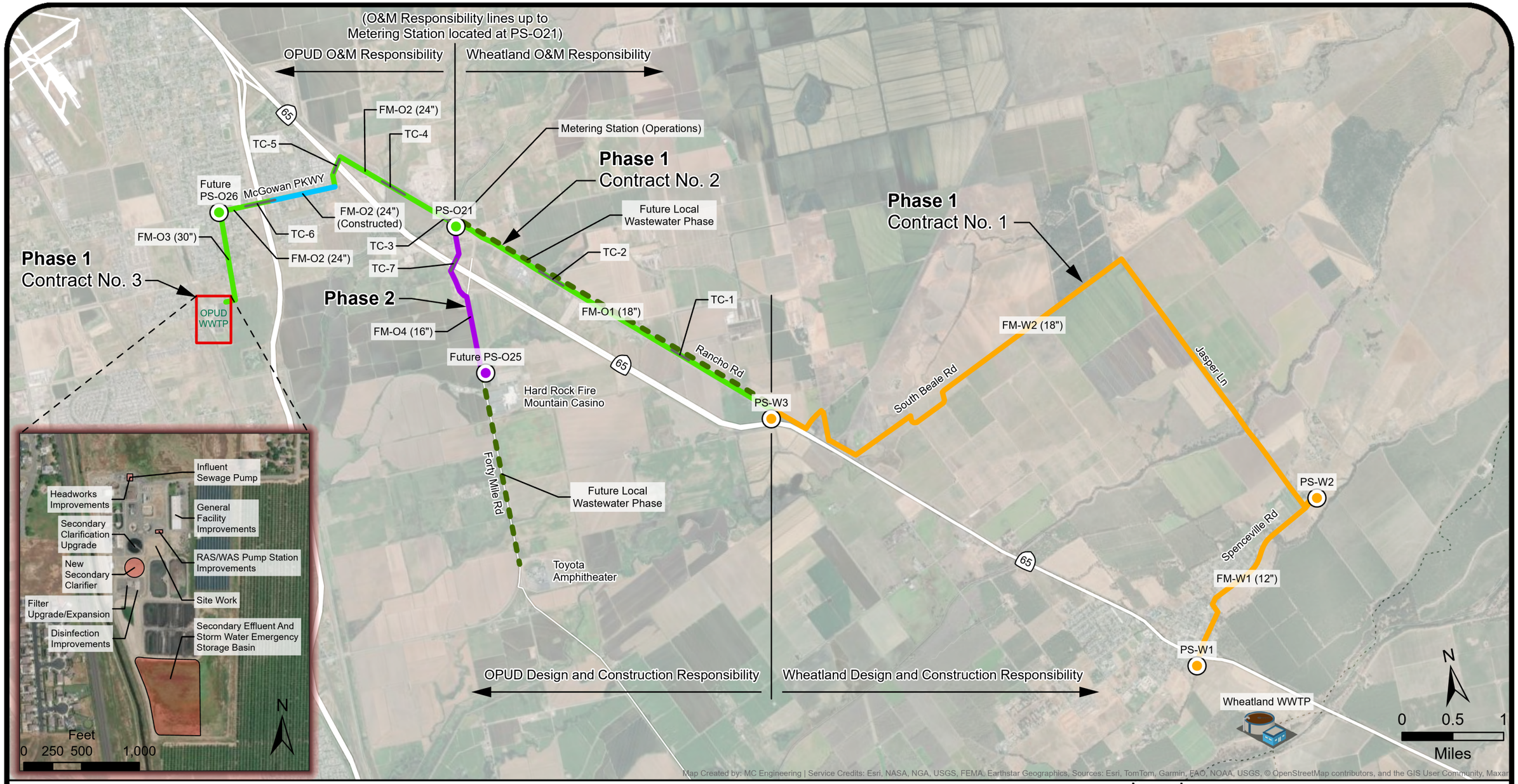
APPROVED AS TO FORM:

_____

Counsel for the District

Exhibit A

[Description of Phase 1 Improvements (Contracts 1 and 2) and Identification of the Facilities Funded by the Loan for Purposes of the Enterprise Loan Share Allocation.]



WHEATLAND OPUD REGIONAL WASTEWATER TRANSMISSION AND TREATMENT FACILITIES PROJECT (JULY 2025)

Legend:

- **Phase 1:** Contract No. 1 Wheatland (Pump Stations(PS)/Force Main(FM))
- **Phase 1:** Contract No. 2 OPUD (Pump Stations(PS)/Force Main(FM))
- **Phase 1:** Contract No. 3 OPUD WWTP
- **Phase 2:** Wastewater
- Future Wastewater
- Regional Trenchless Crossing (TC)
- Existing Facilities (Force Main(FM))
- WWTP: Waste Water Treatment Plant

Exhibit B

[Conveyance Fee Allocation Analysis and Loan Repayment Schedule, including the Enterprise Loan Share and OPUD's Proportional Cost Share.]

[RESERVED — TO BE ADDED BY AMENDMENT]

The Conveyance Fee allocation analysis and Loan repayment schedule for this Exhibit B, including the determination of the Enterprise Loan Share and OPUD's Proportional Cost Share, are to be derived from the wastewater capacity and connection fee nexus study for the Project (the "Nexus Study"). As of the Effective Date, the Nexus Study supporting the Conveyance Fee has not yet been commissioned and completed. Accordingly, this Exhibit B is intentionally left reserved.

Upon commissioning and completion of the Nexus Study, the Parties shall incorporate the resulting Conveyance Fee allocation analysis and Loan repayment schedule into this Agreement as this Exhibit B by written amendment executed by both Parties in accordance with Section 21.6. Until this Exhibit B is so completed by amendment, no Conveyance Fee allocation or Loan repayment schedule shall be given effect hereunder except as the Parties may otherwise agree in writing, and the limited-obligation, non-recourse, and "repayment only as fees are collected" protections of Sections 5, 7, and 9 shall continue to govern in all respects.

Exhibit C

[Form of Promissory Note.]

EXHIBIT C
FORM OF PROMISSORY NOTE
(Attached to and forming a part of the
Loan Agreement between the Estom Yumeka Maidu Tribe
of the Enterprise Rancheria and
the Olivehurst Public Utility District
Relating to the Funding of the
South County Infrastructure Project
(Phase 1, Construction Contracts No. 1 and No. 2))

LIMITED OBLIGATION PROMISSORY NOTE
(Non-Recourse; Payable Solely from the
Enterprise Loan Share of Conveyance Fees and
Other Identified Project Funding Sources)

Principal Amount (Maximum):	Not to exceed Ten Million Dollars ($10,000,000) in the aggregate
Stated Principal of this Note:	$[PRINCIPAL AMOUNT: final amount shall equal Loan funds actually disbursed to OPUD and not repaid]
Date:	[EFFECTIVE DATE], 2026
Place:	Olivehurst, Yuba County, California

This Limited Obligation Promissory Note (this "**Note**") is executed and delivered pursuant to, and is the promissory note referred to in, Section 2.4 of the Loan Agreement described below. This Note evidences and acknowledges the Loan; it does not create, and shall not be construed to create, any obligation, pledge, encumbrance, security interest, or recourse against the Olivehurst Public Utility District beyond those expressly set forth in the Loan Agreement. In the event of any conflict between this Note and the Loan Agreement, the Loan Agreement governs, and in the event of any conflict between the Loan Agreement and the Funding Agreement as to the material loan terms, the Funding Agreement governs (Loan Agreement § 21.1).

This Note is to be completed with the Effective Date, final disbursed principal, documented interest rate, maturity date, and Enterprise Loan Share percentage once those terms are fixed under the Loan Agreement and the Funding Agreement.

1. Parties and Defining Agreements

FOR VALUE RECEIVED, the **OLIVEHURST PUBLIC UTILITY DISTRICT**, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq. ("**OPUD**" or "**Maker**"), promises to pay to the order of the **ESTOM YUMEKA MAIDU TRIBE OF THE ENTERPRISE RANCHERIA**, a federally recognized Indian tribe listed in the Federal Register as Enterprise

Rancheria of Maidu Indians of California ("**Enterprise**" or "**Holder**"), the principal sum advanced under the Loan, together with simple interest thereon, solely in the manner, from the sources, and subject to the limitations set forth in this Note and the Loan Agreement.

This Note is made with reference to the following:

- **Loan Agreement:** that certain Loan Agreement between Enterprise and OPUD relating to the funding of the South County Infrastructure Project (Phase 1, Construction Contracts No. 1 and No. 2), dated as of [EFFECTIVE DATE], 2026 (the "**Loan Agreement**"), to which this Note is attached as Exhibit C.

- **Funding Agreement:** that certain Memorandum of Understanding among Enterprise, OPUD, and the City of Wheatland ("**Wheatland**"), effective as of September 3, 2026 (the "**Funding Agreement**"), Article 3 of which sets forth the material terms of the Enterprise loan that the Loan Agreement and this Note implement.

Capitalized terms used but not defined in this Note have the meanings given to them in the Loan Agreement and, if not defined there, in the Funding Agreement. Without limitation, "**Conveyance Fees**," "**WWTP Connection Fees**," "**WWTP Capital Connection Fee Fund**," "**Enterprise Loan Share**," "**Proportional Cost Share**," "**County Loan**," "**USDA Loan**," "**Project**," "**Contracts 1 and 2**," and "**Loan**" have the meanings given in Loan Agreement Sections 1.1–1.6 and 2.1.

2. Principal

The maximum aggregate principal amount available under the Loan Agreement and evidenced by this Note shall not exceed **Ten Million Dollars ($10,000,000)**, inclusive of any amount loaned by Enterprise to Wheatland for the same purpose under any companion instrument (Loan Agreement § 2.1; Funding Agreement § 3.1(1)). The principal amount actually owing under this Note at any time is the sum of Loan funds actually disbursed to OPUD under Section 3 of the Loan Agreement and not repaid. Interest does not accrue on any Loan funds until actually disbursed to OPUD (Loan Agreement §§ 2.1, 3).

The Loan is a source of last resort and is subject to reduction, and Enterprise is not obligated to disburse, to the extent other committed funding sources for Contracts 1 and 2 (including grants, the County Loan, the USDA Loan, and prepaid Conveyance Fees) are available (Loan Agreement § 2.3). Loan proceeds, and the obligations evidenced by this Note, relate solely to OPUD's Proportional Cost Share of the Phase 1 improvements under Contracts 1 and 2; OPUD has no obligation or liability under this Note for Wheatland's share (Loan Agreement §§ 2.2, 5.2).

3. Interest

Interest on the outstanding and disbursed principal balance shall accrue at a rate equal to the actual rate(s) of interest incurred by Enterprise to finance the Loan, and **in no event greater than that rate** (Loan Agreement § 4.1; Funding Agreement § 3.2(5)). Interest shall be **simple interest**, calculated on the outstanding disbursed principal balance for the actual number of days elapsed on the basis of a 365-day year.

> **Interest Rate (Enterprise's actual cost of funds):** [INTEREST RATE / INDEX — to be documented by Enterprise pursuant to Loan Agreement § 4.2]

Any change in the interest rate is effective only prospectively and only upon OPUD's receipt of Enterprise's written documentation reasonably evidencing its actual cost of funds; absent such documentation, no increase shall be charged (Loan Agreement § 4.2).

No default rate, penalty interest, late charge, or other premium of any kind shall apply to this Note or the Loan (Loan Agreement § 4.3).

4. Limited Obligation; Non-Recourse; Source of Payment

This Note is a **limited obligation** of OPUD. OPUD shall pay the principal of and interest on this Note **solely from, and the obligation of OPUD to make payments is limited to and payable solely from, the Enterprise Loan Share of Conveyance Fees actually collected by OPUD** and the other Project funding sources identified in Section 6 of the Loan Agreement that are actually received by OPUD (Loan Agreement § 5.1).

Nothing in this Note constitutes a general obligation of OPUD or a pledge of OPUD's full faith and credit. This Note does not encumber or pledge, and Holder shall have no recourse to, any existing revenues, reserves, or ratepayer charges of OPUD (Loan Agreement §§ 5.1, 9). **In no event shall existing OPUD ratepayers bear financial responsibility for repayment of this Note** (Loan Agreement § 9).

WWTP Connection Fees, the WWTP Capital Connection Fee Fund, and the Capacity Fees deposited therein are not Conveyance Fees, do not trigger any payment obligation under this Note, and shall not be subject to any payment obligation, pledge, lien, or assignment in favor of Holder (Loan Agreement §§ 1.2, 7.3, 8; Funding Agreement § 2.1(a)(2)).

5. Payment; Repayment Only as Fees Are Collected

OPUD shall transmit to Holder the Enterprise Loan Share of Conveyance Fees within thirty (30) days of collection, and the Enterprise Loan Share of all other funds collected for the purpose of repaying this Note within sixty (60) days of collection (Loan Agreement § 5.3; Funding Agreement §§ 3.2(3), (4)). Payments shall be credited first to accrued interest and then to principal (Loan Agreement § 5.5).

OPUD is required to repay the Loan **only as Conveyance Fees and the other identified sources are actually collected** (Loan Agreement § 5.4). **No failure of Conveyance Fees to be collected, and no insufficiency of collected Conveyance Fees to repay the Loan, shall constitute a default by OPUD or give rise to any acceleration of this Note or recourse against any other OPUD funds** (Loan Agreement §§ 5.4, 17.2).

Indicative payment information, to be completed from the Conveyance Fee allocation analysis and loan repayment schedule attached as Exhibit B to the Loan Agreement:

- **Enterprise Loan Share:** [ENTERPRISE LOAN SHARE — percentage of Conveyance Fees allocated to Loan-funded facilities per the Funding Agreement allocation analysis]
- **Payment frequency/timing:** as and when Conveyance Fees and other identified sources are collected, transmitted within the 30-/60-day periods above
- **Scheduled amounts/dates (if any):** [PAYMENT SCHEDULE — see Loan Agreement Exhibit B]

6. Additional Repayment Sources

In addition to the Enterprise Loan Share of Conveyance Fees, OPUD shall apply to repayment the Enterprise Loan Share of the sources identified in Section 6 of the Loan Agreement, to the extent actually received and consistent with the Funding Agreement, including (a) subsequently acquired bonds, grants, prepaid Conveyance Fees, and development-agreement funds; (b) attributable Enhanced Infrastructure Financing District revenue; (c) applicable community facilities district special tax bond proceeds used to prepay pledged connection fees; and (d) at least twenty percent (20%) of applicable new-development sewer service bond proceeds (Loan Agreement §§ 6.1–6.4; Funding Agreement §§ 3.1(3), 3.2(7)–(9)).

7. Priority of Payment; Intercreditor

As provided in the Funding Agreement, repayment of the principal and accrued interest of this Note from the Enterprise Loan Share of Conveyance Fees is in the **first position, with priority over the repayment of any other loan for the Project, including the County Loan** (Loan Agreement § 7.1; Funding

Agreement § 3.1 and Article 4 loan terms). The Enterprise Loan Share of Conveyance Fees and other repayment sources shall be applied in the following order of priority: **(A) first, to Enterprise** in the amount of the Enterprise Loan Share; **(B) second, to the County of Yuba** in the amount of its allocated share; and **(C) third, to any other Project lender** in proportion to its respective loan balance (Loan Agreement § 7.2). WWTP Connection Fees are excluded from this waterfall (Loan Agreement § 7.3).

8. Term; Maturity

This Note has an **initial term of ten (10) years commencing on the Effective Date** (Loan Agreement § 10; Funding Agreement § 3.2(1)), maturing on **[MATURITY DATE: the tenth (10th) anniversary of the Effective Date]**, subject to the repayment mechanics of Sections 5 and 6 of the Loan Agreement. Notwithstanding the stated maturity, OPUD's obligation to pay is and remains limited to the Enterprise Loan Share of Conveyance Fees and other identified sources actually collected; the arrival of the maturity date shall not, of itself, create any obligation payable from, or recourse to, any other funds of OPUD, nor accelerate any amount on account of non-collection or insufficiency of Conveyance Fees (Loan Agreement §§ 5.1, 5.4, 17.2). This Note remains in effect until the Loan is repaid in full or is otherwise discharged, forgiven, or terminated as provided in the Loan Agreement.

9. Prepayment

OPUD may prepay all or any portion of the outstanding principal balance at any time, **without premium, penalty, fee, or other charge**. Prepayment does not relieve OPUD of accrued interest or other amounts that became due and payable before the date of prepayment (Loan Agreement § 12).

10. Renegotiation; Possible Forgiveness

The parties retain the ability to renegotiate and amend the Loan Agreement and this Note, including to provide for the possibility of loan forgiveness, should a lack of development in the area result in insufficient Conveyance Fees to repay the Loan (Loan Agreement § 5.6).

11. Conditions; Suspension and Termination Without Default

This Note is subject to the conditions precedent to disbursement set forth in Section 14 of the Loan Agreement, including execution of the State Water Resources Control Board grant agreement(s), acceptance of bids for Contracts 1 and 2 within estimated costs, binding funding commitments sufficient to fund Contracts 1 and 2, and execution of the Loan Agreement and this Note.

OPUD retains its rights under Section 15 of the Loan Agreement to suspend (on 60 days' notice) or terminate (on 90 days' notice) its obligations under the Loan Agreement and this Note under the circumstances specified therein, including where grant funds cannot be applied to the WWTP Improvements and alternative funding is not secured within the stated period. **Any such suspension or termination shall not constitute a default under this Note.** Upon termination, OPUD shall have no further obligation except for obligations accrued, and amounts actually disbursed and unpaid, prior to termination, which remain payable solely from the sources identified in Sections 5 and 6 of the Loan Agreement (Loan Agreement §§ 14, 15).

12. Covenants

OPUD's covenants under Section 13 of the Loan Agreement — including adoption and maintenance of Conveyance Fees and inclusion of the Loan in applicable nexus studies, record keeping and audit (including audit by the State Auditor under Government Code section 8546.7), compliance with California public works laws (Labor Code sections 1720–1720.4, including prevailing wage, apprenticeship, and CEQA requirements), and periodic reporting — are incorporated by reference and shall apply to this Note (Loan Agreement §§ 13.1–13.4). Enterprise shall calculate and provide an updated Loan balance at least once each fiscal year (Loan Agreement § 11; Funding Agreement § 3.3).

13. Default; Remedies; Limited Recourse

The events of default and remedies set forth in Section 17 of the Loan Agreement apply to this Note. Subject to Section 5.4 of the Loan Agreement, a default arises only upon OPUD's failure to transmit the Enterprise Loan Share of Conveyance Fees or other identified sources actually collected when due (continuing 30 days after written notice), or OPUD's failure to perform another material covenant (continuing 30 days after written notice, unless OPUD submits a reasonable cure plan within that period) (Loan Agreement § 17.1).

Upon an uncured default, **Holder's sole and exclusive remedy is to enforce OPUD's obligation to transmit the Enterprise Loan Share of Conveyance Fees and other identified sources actually collected**, together with such other remedies at law or in equity that do not require payment from, or create any lien or charge upon, any revenues, reserves, or ratepayer charges of OPUD other than that Enterprise Loan Share. **Holder shall have no right to accelerate the Loan on account of the mere insufficiency or non-collection of Conveyance Fees** (Loan Agreement § 17.2).

14. General Provisions

14.1 Relationship to Loan Agreement and Funding Agreement. This Note is subject to and governed by the Loan Agreement in all

respects and shall be construed consistently with the Loan Agreement, the Funding Agreement, the Contract 3 Agreement, and the Bridge Loan Agreement. This Note does not enlarge, and shall not be read to enlarge, OPUD's obligations beyond those in the Loan Agreement (Loan Agreement §§ 2.4, 21.1).

14.2 No Waiver. Holder's forbearance or waiver as to any default or matter is not a waiver as to any subsequent default or matter (Loan Agreement § 21.4).

14.3 Assignment; Assumption. This Note may not be assigned except as permitted by Section 18 of the Loan Agreement. The Loan may be assumed by another legal entity upon execution of a new loan agreement with Enterprise and payment in full of the existing Loan, whereupon OPUD shall be released from further obligations (Loan Agreement § 18).

14.4 Amendments. This Note may be modified or amended only by a subsequent written agreement approved and executed by both parties (Loan Agreement § 21.6).

14.5 Governing Law; Venue. This Note is governed by and construed under the laws of the State of California. Any action to interpret or enforce this Note shall be brought in the Superior Court of the State of California in and for the County of Yuba (Loan Agreement § 21.7).

14.6 Attorney's Fees. Subject to the dispute resolution provisions of Section 20 of the Loan Agreement, in any legal action brought to enforce or construe this Note, the prevailing party shall be entitled to reasonable attorney's fees, expert and consultant fees, litigation costs, and costs of suit (Loan Agreement § 21.8).

14.7 Notices. Notices under this Note shall be given in the manner and to the addresses set forth in Section 21.10 of the Loan Agreement.

14.8 No Third-Party Beneficiaries. This Note confers no rights on any non-party, including Wheatland, the County of Yuba, the USDA, or the State Water Resources Control Board (Loan Agreement § 21.9).

14.9 Severability. If any provision of this Note is held invalid or unenforceable, the remaining provisions shall continue in full force, and the invalid provision shall be reformed only to the minimum extent necessary, consistent with the limited-obligation and non-recourse nature of this Note.

14.10 Waiver of Presentment. Except as to the notice and cure provisions expressly preserved in the Loan Agreement and this Note, OPUD waives presentment for payment, demand, protest, and notice of protest and of nonpayment, to the extent such waiver does not impair the limited-obligation and non-recourse protections of Sections 4, 5, 8, and 13.

14.11 Counterparts; Electronic Signatures. This Note may be executed in counterparts and delivered by electronic signature complying with applicable law, each of which has the same effect as an original.

IN WITNESS WHEREOF, Maker has executed and delivered this Limited Obligation Promissory Note as of the Effective Date.

MAKER:

OLIVEHURST PUBLIC UTILITY DISTRICT

By: _____
Name: [NAME]
Title: Board President
Date: _____
ATTEST:

By: _____
Name: [NAME]
Title: Board Clerk

APPROVED AS TO FORM:

By: _____
Name: Deirdre Joan Cox
Title: Counsel for the District

ACKNOWLEDGED AND ACCEPTED:
ESTOM YUMEKA MAIDU TRIBE OF THE ENTERPRISE RANCHERIA

By: _____
Name: [NAME]
Title: Tribal Chairperson
Date: _____