

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is made by and between Placer County Water Agency (“PCWA”) and Middle Fork Project Finance Authority (“MFPFA”) (collectively “PCWA/MFPFA”) on the one hand, and Pacific Gas and Electric Company and PG&E Corporation (collectively “PG&E”), on the other hand. PCWA/MFPFA and PG&E are referred to collectively as the “Parties,” and each as a “Party.” This Agreement is made with reference to the following facts.

I. RECITALS

A. On December 12, 2022, PCWA filed a complaint against PG&E in the Superior Court of the State of California, Placer County (Case No. S-CV-0049591). On March 27, 2023, MFPFA filed a complaint against PG&E in the Superior Court of the State of California, Placer County (Case No. S-SV-0050170). These complaints seek damages arising from the Mosquito Fire, asserting claims on behalf of PCWA for inverse condemnation, negligence, public nuisance, private nuisance, premises liability, trespass, and violations of Health and Safety Code § 13007 and § 13009; and claims on behalf of PCWA and MFPFA for violations of Public Utilities Code § 2106. These two complaints were subsequently added to the coordinated proceeding in the Superior Court of the State of California, San Francisco County titled *Mosquito Fire Cases*, JCCP No. 5272 (Case No. CJC-23-005272) (the “Coordinated Proceeding”).

B. PCWA and MFPFA filed a Master Complaint in the Coordinated Proceeding on October 13, 2023, which was amended on March 25, 2024 (the “Amended Master Complaint”). The Amended Master Complaint seeks damages arising from the Mosquito Fire and asserts claims on behalf of PCWA for inverse condemnation, negligence, public nuisance, private nuisance, premises liability, trespass, and violations of Health and Safety Code § 13007 and § 13009; it also

asserts claims on behalf of PCWA and MFPFA for violations of Public Utilities Code § 2106. For avoidance of doubt, as used in this Agreement, the term “Complaints” includes the Amended Master Complaint in the Coordinated Proceeding, as well as the complaints in the two original Placer County actions.

C. On April 24, 2024, Pacific Gas and Electric Company filed a cross-complaint against PCWA in the Coordinated Proceeding. The cross-complaint, which was amended on July 25, 2024, asserts cross-claims against PCWA for inverse condemnation, breach of the Oxbow Powerhouse Small Generator Interconnection Agreement (“Oxbow SGIA”), breach of the Middle Fork Powerhouse Large Generator Interconnection Agreement (“Middle Fork LGIA”), and seeks a declaratory judgment that PCWA is obligated to indemnify PG&E for third party claims arising out of the Mosquito Fire. Pacific Gas and Electric Company also filed cross-complaints for indemnity against PCWA in actions brought by individual plaintiffs (the “Individual Plaintiff Action”) and public entity plaintiffs (the “Public Entity Action”) in the Coordinated Proceeding. For avoidance of doubt, as used in this Agreement, the term “Cross-Complaints” includes all cross-complaints PG&E filed against PCWA in the Coordinated Proceeding, whether in connection with PCWA’s lawsuit against PG&E or in connection with a third party’s lawsuit against PG&E.

D. Each Party expressly denies violating any applicable statute, ordinance, rule, regulation, policy, order or other law, or breaching any duty owed to another Party in connection with the Complaints or Cross-Complaints. Each Party asserts that it is not in any way liable for any damages claimed by the other Party in connection with the Complaints or the Cross-Complaints. Regardless, each Party desires to resolve the issues raised in the Complaints and Cross-Complaints to avoid continuing and significant litigation costs.

E. The Parties participated in a mediation session on August 25, 2025 with Antonio Piazza. The Parties subsequently reached an agreement, as memorialized in this Agreement.

F. The foregoing recitals are an essential part of this Agreement.

II. SETTLEMENT TERMS

In consideration of and in return for the promises and covenants undertaken and the releases given by the Parties:

A. Payment to PCWA and MFPFA by PG&E and Taxes

1. PG&E shall pay a total of \$80,000,000.00 (eighty million dollars) USD to resolve all claims asserted by PCWA and MFPFA (the “Settlement Sum”). Payment of the Settlement Sum shall be made within 30 days of the Effective Date, as defined in Section II.W below. PG&E shall pay the Settlement Sum via wire transfer in accordance with the wiring instructions provided by PCWA/MFPFA’s counsel.

2. PCWA and MFPFA are responsible for any and all tax liability that does or may result from the Settlement Sum. PCWA and MFPFA each acknowledge and agree that PG&E has made no representations as to the taxability of the Settlement Sum. PCWA and MFPFA each agree to hold PG&E harmless from any and all claims and penalties relating to or resulting from any claim that PG&E should have withheld any sums from the payment set forth above. PCWA and MFPFA each further agree not to seek or make any claim against PG&E for contribution, indemnity, compensation, recompense, damages, costs or penalties if a determination is made that the Settlement Sum or any portion thereof should not have been treated as non-taxable. In addition, PCWA and MFPFA each understand and agree that PG&E has no duty to defend against any claim or assertion that the Settlement Sum or any portion thereof should be treated as taxable income,

nor any obligation to appeal any determination that said sum or any portion thereof should be treated as taxable income.

B. Indemnity Obligations

1. The claims described in this Section II.B shall be referred to as the “Indemnified Claims.” With respect to the Indemnified Claims, the Party providing indemnity shall be referred to as the “Indemnifying Party” and the Party receiving indemnity shall be referred to as the “Indemnified Party.”

2. PCWA and MFPFA, and each of them, agree to indemnify, defend (including, paying PG&E’s reasonable attorneys’ fees and costs and expert costs), and hold PG&E and its officers, directors, employees, attorneys, and agents harmless from any and all claims, demands, losses, causes of action, actions, suits, liabilities or disputes of any kind or nature related to the allocation or distribution of the Settlement Sum as between PCWA and MFPFA, or as between PCWA/MFPFA and any third party, including the County of Placer.

3. PCWA and MFPFA, and each of them, agree to indemnify, defend (including, paying PG&E’s reasonable attorneys’ fees and costs and expert costs), and hold PG&E and its officers, directors, employees, attorneys, and agents harmless from any and all claims, demands, losses, causes of action, suits, liabilities or disputes of any kind or nature by the County of Placer that arise out of or relate to any alleged loss of revenue or profits from the Middle Fork Project as a result of the Mosquito Fire.

4. PG&E agrees to indemnify, defend (including, paying PCWA and MFPFA’s reasonable attorneys’ fees and costs and expert costs), and hold PCWA and MFPFA and their respective officers, directors, employees, attorneys, and agents harmless from all third party claims of any kind, governmental agency actions, enforcement actions, demands, losses, fire

cost recovery claims, damages, causes of action, actions, suits, liabilities, or disputes of any kind or nature for response costs, damages and/or costs arising out of PCWA's and/or MFPFA's alleged liability for the Mosquito Fire, including, but not limited to, claims based upon or arising from any alleged or actual negligence, gross negligence, recklessness, omissions, errors, and misconduct of PCWA, MFPFA and/or any of their officers, directors, employees, attorneys, or agents. The obligations of PG&E under this paragraph are not contingent upon any payment by PCWA or MFPFA, finding of fault, or adjudication of liability. PG&E agrees to indemnify, defend (including, paying PCWA and MFPFA's reasonable attorneys' fees and costs and expert costs), and hold harmless PCWA and MFPFA and their respective officers, directors, employees, attorneys, and agents from and against a governmental agency or enforcement action seeking civil fines or penalties from PCWA and/or MFPFA. PG&E does not agree to indemnify or defend PCWA or MFPFA or hold PCWA and MFPFA and their respective officers, directors, employees, attorneys, and agents harmless from any governmental agency or enforcement action for any criminal fines or penalties.

5. With respect to any Indemnified Claims, the Indemnified Party shall be allowed, at the Indemnifying Party's sole expense, to use counsel of its choosing for defense of such claims. Each Indemnified Party shall cooperate with the Indemnifying Party in connection with the defense and resolution of any Indemnified Claim. Nothing herein shall constitute a waiver of privilege by the Indemnified Party, including under the attorney-client privilege and work product doctrine, with respect to any Indemnified Claims. Each Party's duty to defend shall arise immediately upon notification of any claim and shall exist regardless of whether such claim is alleged to be caused in part by the negligence or wrongdoing of the Indemnified Party.

6. The indemnity and defense obligations set forth herein shall survive the termination or expiration of this Agreement and shall continue in full force and effect until all claims have been finally resolved.

C. Reconfiguration of Transmission Facilities

1. PG&E agrees to install equipment and any other items needed that will allow PG&E to segregate PCWA's generating facilities from the PG&E transmission system (the "Reconfiguration"). The Reconfiguration shall be consistent with good utility practice, all applicable laws and regulations, and adhere to best industry design standards and/or PG&E's standards. The Reconfiguration shall not compromise either (i) the safety or reliability of PCWA's generating facilities or (ii) the safety and reliability of PG&E's transmission system. The Reconfiguration shall not interfere with PCWA's ability to interconnect to the electric grid except to the extent required to implement the Reconfiguration. For avoidance of doubt, nothing in this Agreement waives, alters, or supersedes any provision in the Parties' Interconnection Agreements for PCWA's generating facilities (the "Interconnection Agreements") relating to outages and interruptions. Nothing in this Agreement waives either Parties' rights, or releases either Party from its obligations, under the Interconnection Agreements. PG&E shall otherwise have exclusive discretion over the manner by which the Reconfiguration shall be accomplished. All costs and expenses of the Reconfiguration shall be paid for solely by PG&E, as part of an effort to improve the safety and reliability of the grid.

2. The Parties understand and acknowledge that PG&E is assessing options for completing the Reconfiguration. The Parties intend that the Reconfiguration will be completed even if it is difficult or more costly than PG&E initially contemplated. In the event PG&E believes that completing the Reconfiguration would not be feasible due to reconfiguration being

incompatible with good utility practice or applicable laws or regulations, PG&E shall provide written notice to PCWA detailing the reasons PG&E believes the Reconfiguration is not feasible. Within fifteen (15) business days from such notice, the Parties shall designate representative(s) and meet and confer in good faith to ensure all options for Reconfiguration have been considered. If PG&E maintains there is no feasible plan for Reconfiguration following meeting and conferring with PCWA, the Parties shall submit the dispute to mediation within 30 days. If mediation does not resolve the dispute, the parties may pursue any available remedies.

3. The parties understand and acknowledge that PG&E's obligations with respect to the Reconfiguration are contingent upon obtaining all necessary regulatory approvals, with PG&E using its best efforts to obtain such approvals with PCWA's cooperation.

4. PCWA shall cooperate with PG&E in all respects relating to the Reconfiguration. PCWA's cooperation shall include, but is not limited to:

- a. Providing access to and use of suitable land, including space in PCWA's switchyards, but outside of PCWA's powerhouses and associated buildings, for the installation of circuit breakers, disconnect switches, transformers, and any other necessary equipment, including by conveying real property rights and/or easements to PG&E at no additional cost;
- b. Providing PG&E space on PCWA's communication towers or other assets to allow PG&E to install telecommunications equipment or allow PG&E to install telecommunication towers or other assets on PCWA property, including by conveying real property rights and/or easements to PG&E at no additional cost;

- c. allowing PG&E unescorted access, with reasonable notice except in emergency situations, to PCWA switchyards for planning, design, and construction/installation, and for ongoing maintenance and operational purposes;
- d. complying with all reasonable requests by PG&E in connection with planning, design, and construction/installation;
- e. taking reasonable outages as requested by PG&E during Reconfiguration construction/installation;
- f. supporting, and/or cooperating with PG&E to obtain, all necessary regulatory approvals and or resource agency authorizations; and,
- g. amending the interconnection agreements between PG&E, PCWA, and the California Independent System Operator Corporation (“CAISO”).

5. In the event the Reconfiguration does not go forward for any reason, all of the Parties’ other rights and obligations under this Agreement shall remain in full force and effect.

6. This Section II.C is fully severable from the remainder of this Agreement. In the event this Section II.C is found to be invalid or unenforceable for any reason whatsoever, all of the Parties’ other rights and obligations under this Agreement shall remain in full force and effect and the remainder of the settlement terms shall be fully enforceable, including, but not limited to, the payments required hereunder. The Parties agree that upon completion of the Reconfiguration the Parties shall cooperate to amend all interconnection agreements to reflect PG&Es ownership of the equipment and other items it installs exclusively (“Reconfigured Items”) and to obtain CAISO consent of any such amendments, and PCWA shall have no liability or

obligations, including but not limited to operation, maintenance or repair, for such Reconfigured Items.

D. Dismissal with Prejudice

PCWA and MFPFA agree to dismiss with prejudice the Complaints, including any and all causes of action therein.

PG&E agrees to dismiss with prejudice the Cross-Complaints, including any and all causes of action therein.

Unless the Court orders a different procedure, the Complaints and Cross-Complaints will be dismissed with prejudice via a form dismissal with an attachment identifying all of the Complaints and Cross-Complaints being dismissed. The form dismissal should be in the same form as Exhibit A attached to this Agreement.

Within ten (10) business days after this Agreement is executed by all parties, PCWA and MFPFA shall deliver a signed copy of the form dismissal to PG&E. PCWA and MFPFA irrevocably authorize PG&E to file the form dismissal upon receipt of the Settlement Sum.

PG&E, PCWA, and MFPFA will cooperate in taking any necessary steps to ensure the original actions in Placer County (Case Nos. S-CV-0049591 and S-SV-0050170) are dismissed with prejudice.

E. Mutual Release

In consideration of and in return for the promises and covenants set out herein, and for other good and valuable consideration, and subject to the indemnity obligations and rights set forth in Section II.B and above which are not released, PCWA and MFPFA, and each of them, on their own behalf and on behalf of their agents, executors, heirs, and successors (collectively, the “PCWA/MFPFA Releasers”), fully and forever release, acquit and discharge PG&E, its agents,

parents, subsidiaries and affiliates, and each of their past and/or present representatives, directors, officers, members, shareholders, employees, contractors, partnerships, companies, agents, insurers, counsel, executors, heirs, contractors, successors, and assigns to each of the foregoing (collectively, the “PG&E Releasees”), from any and all claims, demands, contracts, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, costs, expenses, attorneys’ fees, indemnities or duties, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, of any kind whatsoever that arise out of or relate to the Mosquito Fire or allegations made in the Complaints or the occurrences, acts or omissions that are the subject matter of the Complaints, Coordinated Proceeding, and Cross-Complaints as of or at any time prior to the Effective Date (as defined in Section II.W below), except for any rights or obligations described herein to enforce this Agreement.

Likewise, in consideration of and in return for the promises and covenants set out herein, and for other good and valuable consideration, PG&E, on its own behalf and on behalf of PG&E’s parent companies, subsidiaries and affiliates, and its and their current, former and future officers, directors, employees, representatives, insurers, lenders and other financing parties, agents, executors, heirs and successors and assigns (collectively, the “PG&E Releasers”), fully and forever release, acquit and discharge PCWA and MFPFA, their agents, parents, subsidiaries and affiliates, and each of their past and/or present representatives, board members, directors, officers, members, shareholders, employees, contractors, partnerships, companies, lenders and other financing Parties, agents, insurers, counsel, executors, heirs, contractors, successors, and assigns to each of the foregoing (collectively, the “PCWA/MFPFA Releasees”) from any and all claims, demands, contracts, losses, contribution claims, damages, actions, causes of action, suits, debts, promises,

liabilities, obligations, costs, expenses, attorneys' fees, indemnities or duties, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, of any kind whatsoever that arise out of or relate to the Mosquito Fire or the occurrences, acts or omissions that are the subject matter of the Complaints, Coordinated Proceeding, and Cross-Complaints as of or at any time prior to the Effective Date (as defined in Section II.W below), except for any rights described herein to enforce this Agreement.

For avoidance of doubt, the releases set forth in this Agreement do not affect the Parties' business relationship, and they do not release any claims related to that business relationship or contracts between the Parties, unless those claims arise out of or relate to the Mosquito Fire, or the occurrences, acts or omissions that are the subject matter of the Complaints or Cross-Complaints as of or at any time prior to the Effective Date.

F. Waiver of Statutory Rights

The Parties expressly waive any right they may have under California Civil Code § 1542, as well as under any other state or federal statute or common law principle of similar effect. California Civil Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties acknowledge they may later discover facts different from or in addition to those that they or their counsel now know or believe to be true. It is the intention of the Parties to fully,

finally and forever settle and release all claims included in the releases set forth in Section II.E hereof. The releases provided in this Agreement shall remain in effect notwithstanding the discovery or existence of any additional or different facts or the occurrence of any future events, circumstances or conditions.

G. Warranties and Covenant Not to Sue

The Parties irrevocably warrant and covenant that they will refrain from, either directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced any proceeding of any kind, against other, or any of them, based upon any matter released in Section II.E. Each Party waives and shall request its respective insurance carriers to waive any and all rights to recover against the other Party or against the agents of such other Party for any loss or damage to such waiving Party (including deductible amounts) arising from any cause covered by any property or liability or other applicable insurance carried by such Party to the extent of the limits of such policy.

H. Further Assurances

The Parties shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the intent of this Agreement.

PCWA and MFPFA each understand that should PG&E be convicted of a violation of criminal law arising out of or related to the Mosquito Fire, PCWA and MFPFA could be constitutionally and statutorily entitled to restitution. The Parties agree, however, that the payment of the Settlement Sum fully compensates PCWA and MFPFA for the value of any and all property destroyed by the fire, any and all cleanup and repair costs due to the fire, and any and all diminution in the value of property damaged or destroyed by the fire. Therefore, to the extent allowed by applicable state, federal or other law, PCWA and MFPFA each knowingly and voluntarily waive

their rights to constitutional and statutory restitution related to the Mosquito Fire. In the event that PG&E is subject to a restitution order, PCWA and MFPFA agree not to oppose any request by PG&E to apply the Settlement Sum as an offset to criminal restitution. Furthermore, in light of the Settlement Sum and subject to the indemnity obligations set forth in Section II.B above, PCWA and MFPFA each irrevocably warrant and covenant that they will refrain from, either directly or indirectly, seeking or otherwise pursuing any additional recovery from PG&E in any form or through any means, including through restitution, for losses, whether now known or unknown, or identified or unidentified, arising out of or related to the Mosquito Fire. The PG&E Releasees hereby acknowledge and agree that if criminal restitution is ordered to be paid by PG&E or any released party to PCWA or MFPFA, such order is not by itself evidence of any breach of this Agreement by PCWA or MFPFA.

I. Costs, Expenses, and Liens

Subject to the indemnity provided in Section II.B above, the Parties shall pay their own costs and expenses, including attorneys' fees and experts' fees, incurred in connection with the prosecution, defense and settlement of the matters that are the subject of this Agreement. Subject to the indemnity provided in Section II.B above, the Parties hereby expressly waive any right against one another to recover attorneys' fees, costs, and experts' fees that may otherwise exist in their favor with respect to the claims included in the releases set forth in Section II.E hereof, expressly including any claimed right to shift the burden of such costs and fees to the opposing party through any state or federal cost or fee shifting statutes or rules.

PCWA and MFPFA each represent and warrant that there are no liens (including attorneys' liens), claims for payment, claims for reimbursement, or encumbrances of any kind against the claims released in this Agreement or the settlement funds.

J. Integration

This Agreement constitutes the final, complete and exclusive agreement and understanding between and among the Parties and supersedes all prior or contemporaneous written or oral agreements related to the subject matter of this Agreement. The Parties expressly acknowledge that they have not relied on any representations, warranties, agreements, arrangements or understandings not expressly contained in this Agreement.

K. Ambiguities Not Construed Against Drafter

The Parties acknowledge that the normal rule of construction that any ambiguities are to be construed against the drafting party shall not apply to this Agreement.

L. Severability

Should any portion of this Agreement be declared void and unenforceable, such portion(s) shall be considered independent and severable from the remainder, the validity of which shall remain unaffected, except that the release and waiver provisions set forth in Sections II.E and F of this Agreement and the warranties and covenant not to sue set forth in Section II.G of this Agreement shall not be severable. The Parties acknowledge and agree that the provisions of Sections II.A, II.B, II.D, II.E, II.F and II.G of this Section are of the essence of this Agreement, and, if any of them are held unenforceable at PCWA's or MFPFA's request for any reason, at any time, then at the discretion of PG&E, this Agreement shall be deemed null and void and any amounts paid to PCWA and MFPFA pursuant to the terms hereof shall be repaid within a reasonable period of time after such a holding.

M. Mediation Communications Privilege and Confidentiality

Consistent with California Evidence Code Sections 1119 and 1152, any and all privileged communications, information, and documents obtained by one Party from another, related and

leading up to, including during any and all parts of a mediation and settlement negotiation process, including the preparation of this Agreement, are confidential, and will not be disclosed to any third party without the prior written consent of the other Party, except (a) to enforce any term of this Agreement; (b) to the extent required to be disclosed in mandatory filings with the U.S. Securities and Exchange Commission; (c) to the extent required or necessary to receive legal, tax, or accounting advice or to energy regulators or auditors where it is reasonably determined by the Party that disclosure is necessary to fulfill a legal obligation or regulatory requirement; (d) as otherwise required by law including, but not limited to, the California Public Records Act (Cal. Govt. Code section 6250 et seq.); (e) to the extent required to herein. Prior to any Party's initial press release, that Party shall permit the other Party to review a draft of such press release and shall in good faith consider any edits proposed by the other Party.

N. Waiver or Modification

No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

No supplement, modification or amendment to this Agreement shall be binding unless in writing and executed by all Parties. This Agreement cannot be modified by oral or implied promises or representations.

O. No Admission

This Agreement and agreement to pay the Settlement Sum does not constitute and shall not be deemed to constitute or imply an admission or concession of any fact in issue in any pending or threatened civil litigation, or any liability or obligation whatsoever.

P. Compromise

This Agreement constitutes a compromise of matters that are in dispute between the Parties. Neither the execution of this Agreement nor any acts undertaken pursuant to this Agreement shall be construed as an admission or evidence of any liability or wrongdoing whatsoever on the part of any Party, which liability or wrongdoing is hereby expressly denied and disclaimed by every Party. Neither this Agreement, nor the fact of its execution, nor any of its provisions, shall be offered or received in evidence for any purpose in any action or proceeding of any nature, including for purposes of estimating any wildfire claims or otherwise referred to or used in any manner in any court or other tribunal, except in a proceeding to enforce the terms of this Agreement.

Q. Successors

The provisions of this Agreement shall be deemed to extend to and inure to the benefit of the Parties' respective successors-in-interest, assigns, transferees, representatives, and to extend to and obligate the Parties' respective successors-in-interest, assigns, transferees, grantees, and representatives.

R. California Law

This Agreement in all respects shall be interpreted, enforced and governed by and under the laws of California.

S. Cost to Enforce Agreement

In the event that arbitration and/or litigation is commenced to enforce any of the provisions hereof or to obtain declaratory relief in connection with any of the provisions hereof, the prevailing Party shall be entitled to recover its attorneys' fees, expenses, and costs reasonably incurred.

T. Non-Assignment, Third-Party Claims, and Subrogation

The Parties represent and warrant that the Parties have not assigned or transferred or purported to assign or transfer to any person, firm, entity or corporation any claim, demand, right, damages, liability, account, action, cause of action, or any other matter released.

PCWA and MFPFA, and each of them, further represent and warrant that they have not subrogated or assigned, and shall not subrogate or assign, any claims or rights to anyone relating to or arising out of the Mosquito Fire that relate to any monies that they have demanded or requested from PG&E or any monies that PG&E has agreed to pay. PCWA and MFPFA each further represent and warrant that as of the date of this Agreement they have not received payments from any insurance companies, re-insurance companies, or carriers, pooled risk insurance programs, joint power insurance authorities, or other insurance programs (collectively, “Insurers”) for claims that relate, directly or indirectly, to damages sustained during the Mosquito Fire.

U. No Third-Party Rights

This Agreement is made for the benefit of the Parties hereto and their successors-in-interest, assigns, transferees, administrators and representatives, and neither this Agreement nor any provision hereof shall be construed or deemed to give rise to rights in any other person unless expressly provided in this Agreement.

V. Execution in Counterparts and Fax Signatures

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement delivered by facsimile, email or PDF shall be deemed to be an original.

W. Effective Date

As used herein, “Effective Date” shall mean the first business day after the later of either (a) the execution and delivery by all signatories hereto of the counterparty signature pages to this Agreement or (b) receipt by PG&E’s counsel from PCWA and MFPFA’s counsel of wiring instructions that include the bank name, address and ABA routing number, account number, recipient name and address, contact information for two contacts at PCWA and MFPFA’s counsel’s law firm and a Form W-9 signed and dated within the last 12 months reflecting a valid taxpayer identification number.

X. Opportunity to Consult Counsel

The Parties acknowledge that each has read this Agreement, that each fully understands its rights, privileges and duties under the Agreement, and that each enters this Agreement fully and voluntarily. The Parties further acknowledge that they have had an opportunity to consult with counsel of their own choice to explain the terms of this Agreement and the consequences of signing it.

Y. Voluntary and Knowing Release

PCWA and MFPFA, on the one hand, and PG&E, on the other hand, hereby represent to each other:

1. That they have discussed their claims and the advisability of signing this Agreement with counsel of their choosing and that counsel has reviewed this Agreement;
2. That they have made such investigation of the facts pertaining to the claims and the settlement of those claims as they deem necessary;
3. That they have carefully read all of the provisions of this Agreement; and
4. That they voluntarily enter into this Agreement.

Z. Further Documents

All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

AA. Authority to Execute Agreement

By executing this Agreement, each Party represents to the other that (a) the person executing this Agreement on its behalf is duly authorized and empowered to execute and deliver this Agreement; and (b) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms.

BB. Notice

Any notice required to be provided under this Agreement shall be given by overnight mail as follows with a courtesy email copy also sent:

PCWA:

Daniel Kelly, General Counsel
Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604
dkelly@pcwa.net

MFPFA:

Elise Nelson
Middle Fork Project Finance Authority
P.O. Box 6570
Auburn, CA 95604
enelson@pcwa.net

With a required copy to:
Kevin Collins, Esq.
Buchalter, A Professional Corporation
500 Capitol Mall, Suite 1900
Sacramento, CA 95814
kcollins@buchalter.com

PG&E:

LegalPapersMailbox
LegalPapersMailbox@pge.com


and

Managing Counsel Litigation Jana Contreras
PG&E Law Department
300 Lakeside Dr., Floor 19
Oakland, CA 94612
jana.contreras@pge.com;

I HAVE READ THE FOREGOING AGREEMENT AND I ACCEPT AND AGREE TO
THE PROVISIONS CONTAINED THEREIN AND HEREBY EXECUTE IT VOLUNTARILY
AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.


Dated: 04/09/2026

PLACER COUNTY WATER AGENCY

By: 
Andrew Fecko (Apr 9, 2026 17:47:51 PDT)
Name: Andrew Fecko
Title: General Manager

Dated: 04/09/2026

**MIDDLE FORK PROJECT FINANCE
AUTHORITY**

By: 
Andrew Fecko (Apr 9, 2026 17:47:51 PDT)
Name: Andrew Fecko
Title: Executive Director

Dated: _____

**PACIFIC GAS AND ELECTRIC COMPANY
AND PG&E CORPORATION**

By: _____
Name: _____
Title: _____

PG&E:

LegalPapersMailbox
LegalPapersMailbox@pge.com

and

Managing Counsel Litigation Jana Contreras
PG&E Law Department
300 Lakeside Dr., Floor 19
Oakland, CA 94612
jana.contreras@pge.com;

I HAVE READ THE FOREGOING AGREEMENT AND I ACCEPT AND AGREE TO THE PROVISIONS CONTAINED THEREIN AND HEREBY EXECUTE IT VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Dated: _____

PLACER COUNTY WATER AGENCY

By: _____

Name: _____

Title: _____

Dated: _____

**MIDDLE FORK PROJECT FINANCE
AUTHORITY**

By: _____

Name: _____

Title: _____

Dated: _____

**PACIFIC GAS AND ELECTRIC COMPANY
AND PG&E CORPORATION**

By: _____

Name: John Simon

Title: Executive Vice President, General Counsel
and Chief Ethics & Compliance Officer